



# **INSPECTION & TRAINING DIVISION**

**(Karandikar Laboratories Pvt. Ltd.)**

## **GENERAL TERMS & CONDITIONS**



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**Please read this Contract terms carefully to ensure that it meets your needs. Please notify us immediately if you require any alterations to be made or if there have been any changes in your business or other circumstances which may affect this Contract.**

### **Definitions**

*In this Contract, unless the context requires otherwise, the following words and expressions will have the meanings set out below and, where expressed in the singular, the plural of such expressions will be construed accordingly:*

### **Competent Person**

*The competent person is Karandikar Laboratories Pvt Ltd, who employs/empanels engineer surveyors, senior engineers or other technical persons.*

### **Confidential Information**

*All technical, business and similar information relating to the business affairs of either party.*

### **Contract Price**

*The amount payable for the Inspection Service as stated in the Schedule or quotation or as varied from time to time in accordance with clause 4.0 during the Term.*

### **Inspection**

*An examination of Plant equipment or location which:*

- a) will, if required by you, be carried out in accordance with the requirements of any applicable statutory regulations established national/international stds & Industry codes and, where applicable will be carried out in accordance with any written scheme of examination; or*
- b) for Plant equipment or location not requiring Inspection in accordance with statutory regulations will be carried out as agreed between the parties.*

### **Inspection Service**

*An Inspection of Plant equipment or location at Inspection Intervals and provision of a Report.*

### **Normal Working Hours**

*Between 09.20 hours and 17.50 hours Monday to Thursday & Saturday to Sunday except for Friday and public holidays.*

### **Plant**

*The machinery and equipment set out in the Schedule.*

### **Report**

*A document in our standard format issued electronically and/or on paper that provides details of the Plant inspected and the Inspection that was undertaken.*

### **Schedule**

*A Schedule forming part of this Contract.*

### **Site/Plant Location**

*The locations set out in the Schedule.*

### **Specified Period**

*The period set out in the Schedule.*



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## Term

12 months from the date as specified in the Schedule (unless otherwise stated therein) subject to termination in accordance with clause 9.

## We, Us, Our

Karandikar Laboratories Pvt Ltd having registered office at B 101, ANSA Industrial Premises, Saki Vihar Road, Saki Naka, Mumbai 400072, India.

## You, Your

The company, person or persons or other legal entity named in the Schedule.

## Terms and conditions

### 1 Scope of the Inspection Service

- 1.1 We will provide you with the Inspection Service for Plant at the Site, in accordance with the terms and conditions contained in the associated purchase order.
- 1.2 Where you require that the Inspection Service is to be carried out in accordance with specific statutory regulations, the scope of the Inspection Service will (in so far as is possible under the terms of this Contract) be in accordance with the terms of those statutory regulations and any respective relevant guidance or any relevant approved code or practice. The Report will identify the regulations and any relevant guidance or any code of practice that apply.
- 1.3 For the avoidance of doubt, where the Inspection Service is carried out in accordance with any specific statutory regulation, the Competent Person will possess all necessary skills, experience and qualifications to the extent required under the applicable statutory regulation.
- 1.4 Where you do not require that the Inspection Service is carried out in accordance with specific statutory regulations or no such regulations apply, the scope of the Inspection Service will (in so far as is possible under the terms of this Contract) be as instructed by you and agreed by us or, in the absence of such an instruction, as specified by us based on relevant national or international standards.
- 1.5 The Report may bring to your attention other noticeable and obvious defects that fall outside the scope of the Inspection, although no obligation to do so exists. The impact of such other defects is to be assessed by and are the sole responsibility of you.
- 1.6 We may (at our absolute discretion) negotiate with you and agree to provide Additional Services. You acknowledge that, unless otherwise agreed in this manner, Additional Services will not be included in the scope of the Inspection Service. For the avoidance of doubt, Additional Services will include, without limitation:
  - 1.6.1 The assessment of Plant design and construction to verify compliance with applicable design or construction codes or European Directives;
  - 1.6.2 The assessment of the suitability of Plant for its intended use in the particular environment within which it is operated;
  - 1.6.3 the assessment of the suitability of proposed repair or modification to Plant.
  - 1.6.4 the carrying out of any additional Inspections of the Plant required during and/or on completion of such repair or modification.
  - 1.6.5 the assessment of any Plant which is in a non-standard operating condition

### 2 Duration

- 2.1 At the end of the Term, the parties may mutually agree to renew the Contract on the same terms. Upon any renewal we may adjust the Contract Price whilst the remaining provisions will continue in full force and effect.

### 3 Our Obligations

- 3.1 Unless otherwise agreed, we will provide the Inspection Service within Normal Working Hours.
- 3.2 We will produce the Report within 14 days following completion of an Inspection of the Plant, & after receipt of all the documents required for the report completion event an onsite report will be issued prior to leaving site.

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3.3 We will comply with your safe systems of work as notified by you. We reserve the right not to carry out an Inspection if, situation is unsafe and to work would pose an unacceptable risk to the health, safety or welfare of either us, you or other person.

#### 4. Your obligation

- 4.1 You will make available any of your staff, premises, facilities and access equipment as we may reasonably request to enable us to perform the Inspection Service. In particular where the operation of Plant is required for the purposes of an Inspection, you will make available a skilled and qualified operator.
- 4.2 You will promptly provide us with such information and documents as we may reasonably request for the proper performance of the Inspection Service. You will retain sole responsibility for the operation of the Plant.
- 4.3 You will provide us with safe access to the Site and a safe working environment on the Site.
- 4.4 The ILAC MRA Mark & IAF MLA mark shall not be used by clients of Karandikar Laboratories Pvt. Ltd. solely based on the presence of such marks on the report issued by Karandikar Laboratories Pvt. Ltd. \*01

#### 5. Confidentiality

- 5.1 Neither party will disclose or communicate to any third party any Confidential Information obtained from the other party as a result of this Contract.
- 5.2 Nothing in this clause will impose an obligation of confidentiality on information
  - a) Already in the public domain
  - b) That was rightfully in the possession of such party prior to the commencement of this Contract
  - c) That is required to be disclosed pursuant to any applicable law or regulatory body.
- 5.3 The obligations under this clause will come into effect on the Commencement Date and will survive termination.

#### 6 Subcontracting

- 6.1 We may subcontract in whole or in part any of our obligations under this Contract. We will, in such circumstances, retain responsibility for the execution of any subcontracted work. Such subcontracting will only be to a Company-approved person or legal entity that has been audited by us in accordance with procedures that meet the requirements of any accreditation that may apply.

#### 7 Termination

- 7.1 We may terminate this Contract by giving 30 days written notice to you at any time throughout the duration of the Contract without further obligation, subject to any accrued rights and the payment of the Contract Price for Inspection Services which have already been performed to the effective date of termination.
- 7.2 Either party will have the right at anytime by giving notice to the other to immediately terminate this Contract on or after the happening of any of the following events:
  - a) Where the other has committed a material breach of the terms of this Contract which is incapable of remedy
  - b) Where an event of Force Majeure delays a scheduled Inspection for more than 30 days.

#### 8 Force Majeure

- 8.1 We will not be liable for any delay or for the consequences of any delay in performing our obligations under this Contract if such delay is due to any cause beyond our reasonable control and will be entitled to a reasonable extension of time for performance of such obligations.

#### 9 Governing Law

- 9.1 This Contract will be governed by and construed in accordance with the laws of India, State of Maharashtra and any dispute will be subject to the exclusive jurisdiction of the Indian courts.

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