

ACE GLOBAL INSPECTION GENERAL TERMS AND CONDITIONS (2021)

1. Definitions: These Conditions are applicable to every contract entered into between ACE Global (hereinafter referred to as « ACE GLOBAL ») and any company with whom ACE GLOBAL has agreed to supply services, either a financial institution or traders (hereinafter referred to as “the CUSTOMER”).

2. Enquiries and orders: The CUSTOMER agrees that it will:

- (a) ensure that all instructions to ACE GLOBAL are given in due time and with sufficient information to enable the required services to be performed effectively;
- (b) procure all necessary access for ACE GLOBAL’s representatives to goods/products, premises, installations and transports;
- (c) supply, if required, any special instrument necessary for the performance of the required services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on ACE GLOBAL’s advice whether required or not;
- (e) take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services;
- (f) fully exercise all its rights and discharge all its liabilities under the contract of sale whether or not a report or certificate has been issued by ACE GLOBAL failing which ACE GLOBAL shall be under no obligation to the CUSTOMER;
- (g) deliver all goods/products, samples or materials which ACE GLOBAL is asked to process or test safely packed with appropriate warning labels to the agreed place of processing or testing by the CUSTOMER at its own risk and expense accompanied by appropriate delivery and transportation, and documentation containing a description of the contents of the consignment;
- (h) Recognize and admit that ACE Global report of findings is only valid on date of issuance.

ACE GLOBAL reserves the right to refuse to accept and/or inspect or test any goods/products, samples or materials and providing notice thereof to the CUSTOMER and to terminate the contract at any time in case of breach of the above-mentioned requirements. It reserves furthermore the right to claim for indemnity against the CUSTOMER arising as a result of the CUSTOMER breaching the above mentioned requirements.

3. Performance: ACE GLOBAL will provide services in accordance with:

- (a) The CUSTOMER’s specific instructions as confirmed by the ACE GLOBAL;
- (b) Any relevant trade custom, usage or practice;
- (c) Such methods as ACE GLOBAL shall consider suitable on technical and/or financial grounds.

ACE GLOBAL acts only for the CUSTOMER from whom the instructions to act have originated. No other party is entitled to give instructions, particularly on the scope of inspection or delivery of report or certificate, unless so authorized by the CUSTOMER. ACE GLOBAL will be deemed irrevocably authorized to deliver at its discretion the report or the certificate to a third party if, following instructions by the CUSTOMER a promise in this sense had been given to a third party or such a promise implicitly follows from circumstances, trade custom, usage or practice. Documents reflecting engagements contracted between the CUSTOMER and third parties, such as copies of contracts of sale, letters of credit, bills of lading, etc., are (if received by ACE GLOBAL) considered to be for information only without extending or restricting ACE GLOBAL’s mission and obligations. ACE GLOBAL shall be entitled to provide services through representatives, agents, subcontractors or affiliated companies whenever it shall consider suitable;

(d) In the event of ACE GLOBAL being prevented by reason of any cause whatsoever outside ACE GLOBAL’s control from performing or completing any service for which an order has been given or an agreement made, the CUSTOMER will pay to ACE GLOBAL the amount of all abortive expenditure actually made or incurred and a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out.

4. Warranties: Any claim in responsibility against ACE GLOBAL shall be raised within 30 days after issuance of the final report or certificates of inspection issued by ACE GLOBAL in order to ensure contradictory process and investigations. Rights to seize the agreed dispute resolution authorities forfeited at the end of the applicable law. The liability of ACE GLOBAL to the CUSTOMER in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to ten times the amount of the fee or commission payable, which amount shall be limited to a maximum of USD 20,000, in respect of the specific service required under the particular contract which gives rise to such claims. Where the fee or commission payable relates to a number of services and a claim arises in respect of one of those services the fee or commission shall be apportioned for the purpose of this paragraph by reference to the estimated time involved in the performance of each service. The CUSTOMER shall guarantee, hold harmless and indemnify ACE GLOBAL and its servants, agents, representatives or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance or any services to the extent that the aggregate of any such claims relating to any one service exceed the limit above mentioned.