

# FIS GENERAL TERMS AND CONDITIONS

## 1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the Regulations governing services performed on behalf of governments, bodies Or any other public entity or(ii)the mandatory provisions of local law, all offers or services and all resulting contractual relationship (s) between Faradanesh inspection services(FIS) and client (the "contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "general Conditions").

(b) The FIS may perform services for persons or entities (private, public or governmental) issuing instructions (herein after the "client")

(c) unless the FIS receives prior written instructions to the contrary from client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "reports of findings").client hereby irrevocably authorizes the FIS to deliver reports of findings to a third party where so instructed by client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

## 2. Provision of services

(a) The FIS will provide services using reasonable care and skill and in accordance with client's specific instructions as confirmed by the FIS or, in the absence of such instructions.

- (1) The terms of any standard other from or standard specification sheet of the FIS, and/or
- (2) And relevant trade custom, usage or practice, and/or
- (3) Such methods as the FIS shall consider appropriate on technical, operational and/or financial Grounds.

(b) Information stated in reports of findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken in to account.

(c) Reports of findings issued further to the testing of samples contain the FIS's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) should client request that the FIS witness any third party intervention, client agrees that the FIS's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention client agrees that the FIS is not responsible for the condition or calibration of apparatus, instruments and measuring devices used the analysis methods applied the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of findings issued by the FIS will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or in the absence of such instructions within the limits of the alternative parameters applied as provided for in clause (2) the FIS is under no obligation to refer to, or report upon any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The FIS may delegate the performance of all or part of the services to an agent or subcontractor and client authorizes FIS to disclose all information necessary for such performance to the agent or subcontractor

(g) Should FIS receive documents reflecting engagements contracted between client and third parties or third party documents, such as copies of sale contracts, letters of credit bills of lading, etc., they are considered to be for information only and do not extend or restrict the scope of the services or the obligations accepted by the FIS.

(h) Client acknowledges that the FIS, by providing the services, neither takes the place of client or any third party nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogate or undertakes to discharge any duty of client to any third party or that of any third party to client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then resumed to client or otherwise disposed of at the FIS's discretion after which time FIS shall cease to have any responsibility for such samples storage of samples for more than 3 months shall incur a storage charge payable by client will be billed a handling and freight fee if samples are returned special disposal charges will be billed to client if incurred.

## 3. Obligations of Client:

The Client will:

(a) Ensure that sufficient information, instructions and documents are given in due time and. In any event not later than 3 working days prior to the desired intervention) to enable the required services to be performed.

(b) Procure all necessary access for the FIS's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services.

(c) Supply, if required, any special equipment and personnel necessary for the performance of the 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 the FIS's advice whether required or not.

(e) Inform FIS in advance of any know hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presences or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.

(f) Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

## 4. Fees and payment

(a) Fees not established between the FIS and client at the time the order is placed or a contract is negotiated shall be at the FIS's standard rates (which are subject to change) and all applicable taxes shall be payable by client.

(b) unless a shorter period is established in the invoice, client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the FIS in the invoice (the "due Date") all fees due to the FIS failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the due date up to and including the date payment is actually received.

(c) client shall not be entitled to retain or defer payment of any sums due to the FIS on account of any dispute, counter claim or set off which it may allege against the FIS.

(d) FIS may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the FIS's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the FIS shall endeavor to inform client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) if the FIS is unable to perform all or part of the services for any cause whatsoever outside the FIS's control including failure by client to comply with any of its obligations provided for in clause 3 above the FIS shall nevertheless be entitled to payment of.

(1) The amount of all non-refundable expenses incurred by the FIS and.

(2) A proportion of the agreed fee equal to the proportion of the services actually carried out.

## 5. Suspension or Termination of Services

(a) Failure by the client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to client; or

(b) Any suspension of payment, arrangement with creditors, bankruptcy insolvency, receivership or cessation of business by client.

## 6. Liability and indemnification

(a) Limitation of Liability:

(1) The FIS is neither an insurer nor a guarantor and disclaims all liability in such capacity .clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of findings are issued on the basis of information, documents and/or Samples provide by, or on behalf of, client and solely for the benefit of client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the FIS nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the FIS.

(3) The FIS shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the FIS'S control including failure by client to comply with any of its obligations hereunder.

(4) The liability of the FIS in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amounts of the fee paid in respect of the specific service which gives rise to such claim or US\$ 8,000 (or its equivalent in local currency) whichever is the lesser.

(5) The FIS shall have no liability for any indirect or consequential loss including without limitation loss or profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall it shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the client.

(6) In the event of any claim, client must give written notice to the FIS within 30 days of discovery of the facts alleged to justify such claim and, in any case, the FIS shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from.

(i) The date of performance by the FIS of the service which gives rise to the claim; or

(ii) The date when the service should have been complete in the event of any alleged non-performance.

## 7. Miscellaneous

(a) if any one or more provisions of these general conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter client shall not directly or indirectly entice, encourage or make any offer to FIS'S employees to leave their employment with the FIS.

(c) Use of the FIS'S corporate name or registered marks for advertising purposes is not permitted without the FIS'S prior written authorization.

## 8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with contractual Relationship(s) hereunder shall be governed by the substantive laws of Islamic Republic of Iran exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the Iran chamber of commerce by one or more arbitrators appointed in accordance with the said rules the arbitrators shall take place in Tehran (Iran) and be conducted in the Persian language.