

General Terms and Conditions:

- 1. Unless otherwise agreed in writing, the "Company" is obligated to provide services in accordance with these general provisions (hereinafter the "General Provisions"). Thus, all proposals for the provision of services are carried out on the terms of these General Provisions. All contracts, agreements and other arrangements resulting from this document must be governed by these General Provisions. These General Provisions are governed by the laws of Georgia, with the exception of cases where the laws of the place where such contracts or arrangements are concluded or are being executed interfere with the implementation of any General Regulation. In this case, local laws shall prevail if they diverge from the General Provisions.
- 2. The company carries out inspections and checks. Such as the:
- 2.1. provides such standard services as specified in clause 6 of the General Terms.
- 2.2. provides such advisory and special services as specified in paragraph 7 of the General Provisions.
- 2.3. issues reports and / or certificates as specified in clause 8 of the General Provisions.
- H. The company acts on behalf of persons or organizations from which it received instructions for action (hereinafter referred to as the "Customer"). No other party has the right to give instructions, especially regarding the verification or delivery of reports or certificates, unless it has the permission of the Customer approved by the Company. However, the Company has the irrevocable right, at its discretion, to deliver a report or certificate to a third party if it was promised to a third party in accordance with the instructions of the Customer, or if such a promise indirectly arises from circumstances, trading customs or business practices.
- 4. The company provides services in accordance with:
- 4.1. special instructions of the Customer confirmed by the Company;
- 4.2. the terms of the Standard Order Form and / or the Standard Sheet of Company Specifications, if applicable;
- 4.3. relevant trading practices or business practices;



- 5.1.1. All orders and nominations for the provision of services must be accompanied by sufficient information, details and directions so that the Company can evaluate and / or perform the required services.
- 5.2. Documents reflecting agreements concluded between the Customer and third parties, or documents of third parties, for example, copies of sales contracts, letters of credit, bills of lading, etc., (upon receipt by the Company) are considered exclusively information that does not affect the authority or obligations of the Company.
- 6. Standard services of the Company may include:
- 6.1. inspection of quantity and / or quality;
- 6.2. inspection of goods, equipment, packaging, tanks, containers and vehicles;
- 6.3. loading and unloading control; Sample selection; laboratory tests and other testing; inspection and audit.
- 7. The company provides special services that go beyond the standard services described in clause 6 of the General Provisions, only by separate agreement. Such special services include but are not limited to:
- 7.1. tank marking, verification of measuring instruments and confirmation of these measuring instruments;
- 7.2. the provision of technical and other personnel;
- 7.3. inspection before shipment in accordance with state requirements for import or customs regulations;
- 8.1.1. In accordance with the instructions of the Customer adopted by the Company, the Company will draw up reports and certificates on the inspection carried out, reflecting the conclusions made as part of the instructions received, however, the Company is not obligated to report or report on facts outside the specific instructions received.
- 8.2. Reports or certificates issued based on the results of the inspection and analysis of samples contain only the Company's opinion on these samples, but do not make a conclusion about the entire mass from which these samples were taken. If a conclusion on the total mass is required, then it is necessary to reach a special agreement in advance with the Company on the control and selective study of the total mass.
- 9. The customer must:



- 9.1. ensure timely receipt by the Company of instructions and sufficient information to effectively provide the required services;
- 9.2. to provide the necessary access to the Company representatives for the effective provision of the required services;
- 9.3. provide the equipment and personnel necessary to provide the required services;
- 9.4. create all necessary measures to ensure the safety of working conditions, areas and structures at the time of provision;
- 9.5. take all necessary steps to remove obstacles or delays in the provision of required services;
- 9.6. inform the Company in advance of all known risks or dangers, actual or possible, associated with any order or samples or verification, including, for example, the presence or threat of radiation, poisonous, toxic or explosive substances or materials, or environmental pollution;
- 9.7. fully use their rights and fulfill obligations under all interrelated contracts, regardless of whether the Company issued a report or certificate, in the absence of which the Company is not responsible to the Customer.
- 10. The company has the right at its discretion to delegate the provision of all services or any part thereof by agreement with the Customer to any agent or subcontractor.
- 11. Notifications given regarding these General Provisions must be sent in writing to the mailing address or by fax for the information of the responsible person, since one side, from time to time, may notify the other in person and must use a prepaid, first-class postal service and registered delivery. The notification is considered to be received immediately, during transmission, if sent by fax and, in case of prepaid sending by a first-class postal service, within 48 hours from the date of registration and if the receipt of receipt is not within working hours (meaning 09.00 to 17.30 from Monday to Friday, which are working days), then at 09.00 on the first working day after receipt. To confirm the shipment, it is enough to provide a notification with a fax number or, in the case of mail, provide an envelope containing a notice drawn up properly.