



## Terms and Conditions of Business

These Terms & Conditions of Business may be modified only by a Senior Director of **Afri-inspect Limited** and any such modification will be agreed in writing.

### **Breach of confidentiality & accidental breach of confidentiality**

All and any electronic communication, and any files transmitted with it, are confidential and intended solely for the use of the individual or entity to whom it is addressed. If you have received a communication in error, please notify the system manager. Messages may contain confidential information and are intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy any such communication. Please notify the sender immediately by e-mail if you have received a communication by mistake and delete such from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

### **Transmission of viruses**

**WARNING:** Computer viruses can be transmitted via email. The recipient should check for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted. Transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of any message, which arise as a result of e-mail transmission.

**Warning:** Although Afri-inspect Limited has taken reasonable precautions to ensure no viruses are present in its communications, the company cannot accept responsibility for any loss or damage arising therein.

### **Cookies Policy**

#### ***(1) Introduction***

Our website uses cookies for statistics only.

[We may ask you to consent to our use of cookies in accordance with the terms of this policy when you first visit our website. By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy].

## ***(2) About cookies***

A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

Cookies can be used by web servers to identify and track users as they navigate different pages on a website and identify users returning to a website.

Cookies may be either "persistent" cookies or "session" cookies.

A persistent cookie consists of a text file sent by a web server to a web browser, which will be stored by the browser and will remain valid until its set expiry date (unless deleted by the user before the expiry date).

A session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

## ***(3) Our cookies***

We currently use cookies for statistics only, to monitor 'visits' to our website and its pages. We however provide this policy for your guidance and security.

## ***(4) Third party [and analytics] cookies***

When you use our website, you may also be sent third party cookies.

Our service providers may send you cookies. They may use the information they obtain from your use of their cookies:

- (a) to track your browser across multiple websites;
- (b) to build a profile of your web surfing; and
- (c) to target advertisements which may be of particular interest to you.

## ***(5) Cookies and personal information***

Cookies do not contain any information that personally identifies you.

## ***(6) Blocking cookies***

Most browsers allow you to refuse to accept cookies.

Blocking all cookies will, however, have a negative impact upon the usability of many websites.

## ***(7) Deleting cookies***

You can also delete cookies already stored on your computer.

## ***(8) Contact us***

This website is maintained by Mark Holden, on behalf of Afri-inspect Limited. If you have any further questions about our cookies or cookies policy, please contact us.

## **GENERAL TERMS & CONDITIONS**

Afri-inspect provides independent inspection and testing services only and exclusively in accordance with the following Terms and Conditions of Business. These are applicable to and govern all work carried out by or on behalf of the Afri-inspect Group Companies, Subsidiaries, Branches, and Affiliates - hereafter referred to as "Afri-inspect".

1. Afri-inspect supplies or provides the following services:

1.1 verifications, inspections, tests, examinations, sampling, measurement, and similar operations;

1.2 issues certificates and reports relating to the aforesaid operations;

1.3 renders consultancy, advisory and other services related with such matters.

2. Afri-inspect will use reasonable skill and care to provide such services in accordance with clients' specific instructions (provided such instructions have been agreed and are both reasonable and lawful). However, it is agreed that when circumstances dictate, at the sole option of Afri-inspect, the Company may alter the provision of the services and deviate from the Client's instructions.

3. Inspection reports and certificates supplied by Afri-inspect are issued to clients for their exclusive use and not for the use of any other party. Furthermore, the report may only be used for the purpose for which it was commissioned. No liability whatsoever is accepted if they are used for any other purpose. Possession of an Afri-inspect report or certificate by any other party does not constitute any representation by Afri-inspect of any matter stated in said report to any party other than the Client. Afri-inspect shall have no liability to any third party who may obtain a copy of the report.

4. Afri-inspect will not be responsible for either total or partial non-execution of the client's instructions which Afri-inspect cannot perform due to limitations placed on its performance by any third parties or any acts of God or force majeure events (force majeure events to include, but are not limited to, severe weather, flooding, earthquakes, landslides, any other natural acts of God, fires, accident, explosions (except where caused by the negligence of the party seeking to invoke the force majeure act) wars, strikes, acts of Government requisition, control or intervention, riots, civil commotions, acts of terrorism, acts of piracy, any other similar cause beyond the reasonable control of either party.

5. The responsibility of Afri-inspect, its agents, subordinates and representatives is, where possible, to execute the clients' instructions. However, Afri-inspect shall have no liability to the client whatsoever, other than for claims arising through the negligence, recklessness or willful misconduct of Afri-inspect. The burden of proof being upon the client.

6. The total liability of Afri-inspect for any loss, damage, suit, action or claim for negligence arising from or in connection with the services provided shall not exceed three times the amount billed to the client for the work leading to such claims.

7. All claims must be made in writing and sent to Afri-inspect via registered mail within 45 days of the date of Afri-inspect's report. Failure to give such written notice within 45 days, shall exclude any claim in connection with the said work. Under no circumstances will any claim be considered unless all fees and expenses due to Afri-inspect have been paid in full without discount. In any event, if proceedings have not been commenced within 270 days of the date of the report, the matter will be absolutely and completely time barred.

8. In the event that any analytical requirements dictate the analysis of samples by a laboratory which is not owned or operated by Afri-inspect, Afri-inspect does not warrant nor guarantee the work of the laboratory and will not be liable for the work of the laboratory. Afri-inspect will communicate the result provided by the laboratory in good

faith and without assuming responsibility for its accuracy. This reservation as to accuracy is equally applicable if Afri-inspect witnesses the analysis, in which case the only confirmation it provides is the observations made.

9. No employee, agent or subcontractor of Afri-inspect (other than Senior Directors) has the authority to alter or waive any of the foregoing provisions or make any representation which will in any way conflict with or override any of the foregoing provisions, and no such alteration, waiver or representation shall be binding upon Afri-inspect unless in writing and signed by a Senior Director of Afri-inspect Limited.

10. Fees charged to clients are based on the settlement of all monies due within THIRTY (30) days of the date of invoice. No supplier credit is intended, and Afri-inspect reserves the right to revert charges to standard book tariffs on any invoice not paid within SIXTY (60) days of the date of invoice. Thereafter the Company reserves the right to charge interest on the revised balance at an interest rate of 2% above the standard variable Bank rate per month on all outstanding accounts. Individual invoices, if queried, should under no circumstances cause delay in payment of other undisputed monies due and owing.

11. Afri-inspect will agree, when necessary, to invoice a number of individual clients for a single inspection strictly on the understanding that such clients accept the conditions herein.

Where second and/or subsequent clients refuse acceptance of charges, the nominating principal shall be responsible for payment of the additional outstanding amounts.

12. These Terms and Conditions are governed by Irish law. Any dispute will be referred to the exclusive jurisdiction of the Irish Courts to whose jurisdiction the Parties agree whatever their domicile may be.

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Issued by Afri-inspect Limited - May 2019