

RECORDA CONTROL AND SERVICES

General Terms and Conditions

1. Unless otherwise agreed in written, the Company will perform its services in accordance with these General Terms and Conditions and all resulting contracts or other agreements will be subject to these General Terms and Conditions and the latter shall prevail unless in variance with the mandatory provisions of the local law and in such case the local law shall prevail.
2. The Company acts exclusively for the person/entity, who/which has ordered the service(s) (herein called "the Client"). No other person is entitled to provide instructions or other information concerning the requested service(s) unless explicitly authorized by the Client.
3. The Company will provide requested service(s) with reasonable care and skill and in accordance with the Client's specific written instructions. In the cases where there is absence of such written instructions, the Company will act according to the terms of any standard form/specifications, relevant practice or in a way that the Company considers the most appropriate in the specific situation in operational, technical, financial grounds.
4. The company's standard services may include all or any of the following:
 - quantitative and qualitative inspections;
 - 3.2 inspection of raw materials, manufactured goods, equipment, packing, storage sites, containers;
 - inspection at loading or discharging;
 - sampling;
 - arranging laboratory analysis or other testing;
 - conducting surveys
 - supervision
 - collateral management services
5. Special services and/or requirements that go beyond the scope of services referred to in article 3 are to be undertaken by the Company by specific agreement and may be subject to different terms and conditions;
6. Subject to the Client's instructions as accepted by the Company, the Company will issue reports and/or certificates of inspection that reflect statements of opinion made with due care within the limitation of instructions received and the time of inspection, but the Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.
7. The Client will ensure that the Company is given instructions providing sufficient and accurate information, and remitted in due date to enable the Company to perform the requested service(s) timely and efficiently.
8. If the Client request he Company to witness any third party intervention, the Client agrees that the Company'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 Company is not responsible for the condition or calibration of technical equipment, instruments and measuring devices used, the analysis methods applied the qualifications, actions or omissions of third party personnel or the analysis results.
9. Should Company 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 Company.
10. In the event that any unforeseen problems or expenditure arise in the course of carrying out any of the contracted services the Company shall be entitled to make additional charges to cover additional costs and overtime necessarily incurred to complete the service requested.
11. The Client will punctually pay invoices no later than thirty (30) days after their date of issue or within such other period as may have been agreed in writing by the Company all proper charges rendered by the Company, failing which interest will become due at the rate of twelve (12) percent per annum from the date of invoice until payment received.
 - 11.1 Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
 - 11.2 The Client is entitled to pay all of the Company's collection costs, including attorney's fees and related costs.
12. In the event of the Company being prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which an order has been given or an agreement made, the Principal will pay to the Company:
 - 12.1 the amount of all abortive expenditure actually made or incurred,
 - 12.2 a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out, and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service
13. The liability of the Company 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 amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
14. The Company shall be discharged of all liabilities or claims unless a suit is brought in six (6) months after the service(s) has been performed.
15. The Company shall have no liability for any indirect or consequential loss (including loss of profits), The loss of any kind which the Client may suffer by reason of any act omission neglect or default (including negligence) in the performance of the Contract by the Company, its servants or agents except for willful misconduct; provided that nothing in these general terms and conditions shall operate so as to exclude the Company's non-excludable liability in respect of death or personal injury caused by the negligence of the Company its servants or agents or to exclude liability for fraudulent misrepresentation.
16. The Company does not act as an insurer or guarantor and disclaims all liabilities in such respect, hence the Client must obtain appropriate insurance/guarantee.
17. Unless specifically agreed otherwise in written, all disputes arising from contractual obligations shall be governed by the Bulgarian law. Any dispute or claim resulting from or in connection with these General Terms and Conditions shall be settled by arbitration in accordance with the rules of the International Arbitration Law within the territory of Bulgaria.