



## **STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES**

### **1. INTERPRETATION**

In this document the following words shall have the following meanings:

- 1.1 "Customer" means any person who purchases Services from the Supplier;
- 1.2 "Supplier" means EAA Company Limited, 1-20-5-101 Rinkan, Yamato-City, Kanagawa, 242-0003, Japan;
- 1.3 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

### **2. GENERAL**

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

### **3. FEES AND PAYMENT**

- 3.1 Payment of the fee shall usually be paid on application for individual inspections and by contract or Service Level Agreement terms as applicable. Payment can be made by credit card, bank transfer or by cash. Delayed payment will be by prior agreement only.
- 3.2 A cancellation fee may be applicable, depending on the amount of notice received of intention to cancel inspection.
- 3.3 The Supplier will send an electronic report to the customer. If a separate contract requires it, a hard copy report will be provided.
- 3.4 The Supplier reserves the right to modify or update any service at any time. The Supplier reserves the right to change the price of any service at any time. However, once a service has been ordered, the price shall remain fixed for the Customer. Under no circumstances shall the Supplier refund the difference should the price of that service decrease.

### **4. CUSTOMER'S OBLIGATIONS**

To enable the Supplier to perform its obligations the Customer shall:

- 4.1 Co-operate with the Supplier;
- 4.2 Provide the Supplier with any information reasonably required by the Supplier;
- 4.3 Keep the supplier notified of their correct name, postal address and any phone, fax or e-mail information.
- 4.4 Comply with such other requirements as agreed between the parties.
- 4.5 Comply with all other statutory requirements – particularly regarding data protection and confidentiality.

### **5. SUPPLIER'S OBLIGATIONS**

- 5.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognized standards and codes of practice.
- 5.2 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services.
- 5.3 Delivery of completed inspection report will be generally within 3 working days of receipt of the application and payment, unless otherwise agreed by contract/Service Level Agreement.
- 5.4 Comply with all other statutory requirements – particularly regarding data protection and confidentiality.

### **6. LIMITATION OF LIABILITY**

- 6.1 The Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, because of any perceived negligence, breach of contract or otherwise more than the price of the Services.



6.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Customer howsoever caused, because of any perceived negligence, breach of contract, misrepresentation or otherwise.

#### 7. CANCELLATIONS

Refunds policy: Where a Customer cancels their inspection order after the Supplier has completed the actual inspection; there is no refund. Both parties must return or destroy information received from the other if asked to do so.

#### 8. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery, and the party shall be entitled to a reasonable extension of its obligations.

#### 9. SUPPLIERS PROPERTY

The contents of the Suppliers website may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means without the prior express written permission of the Supplier. Format and layout of all inspection reports are the property of the Supplier.

#### 10. COPYRIGHT

Inspection Reports may only be used in the format in which the Supplier issues them, be it written form on paper, provided in an electronic format or in any other medium. Inspection reports may not be used in any other format other than that supplied. Customers may not at any time, without prior written permission of the Supplier, make copies or reproductions (in whatever form) of the inspection reports. Where any such copy is considered reasonably necessary, the Supplier will provide written permission.

#### 11. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of Japan and the parties hereby submit to the exclusive jurisdiction of the Japanese courts.