

Terms & Conditions

1. Scope of Applicability

- 1.1 These Terms & Conditions apply to all sales of services by us notwithstanding any conflicting, contrary, or additional terms and conditions in any purchase order or other communication from you. No such conflicting, contrary, or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.
- 1.2 At Balance TIC we engage in the trade of inspection. We carry out inspections, verifications, examinations, tests, samplings, measurements, and similar operations; we issue reports, and certificates in connection with these operations, and we render advisory services relating to such matters.
- 1.3 We act on behalf of our customer from whom the instructions to act originate. No other party is entitled to give instructions, particularly on the scope of inspection or delivery of report or certificate, unless so authorized by our customer. We shall, however, be deemed irrevocably authorized to deliver the report or the certificate to a third party if following instructions by the customer, where a promise in this sense had been given to this third party or such a promise implicitly follows from circumstances, trade, custom, or usage or practice.
- 1.4 Balance TIC will provide services in accordance with the customer's specific instructions as confirmed by us; terms of our Standard Order Form and/or Standard Specification Sheet if used; any relevant trade, custom, usage or practice such methods as we will consider suitable on technical and/or financial ground.
- 1.5 Documents reflecting engagements contracted between our customer and third parties, such as copies of contracts of sale, letters of credit, bills of lading, etc. are (if received by us) considered to be for information only, without extending or restricting our mission and obligations.
- 1.6 Our standard services are as follows:
 - Quantitative and/or qualitative inspection.
 - Inspection of condition of goods, packing, marking.
 - Inspection of carrier or vessel (containers, trucks, railway wagons, ships).
 - Inspection of loading and/or discharge.
 - Sampling.
 - Laboratory analysis and/or other testing.
 - Certification.
- 1.7 Special services where the same exceed the scope of standard services as referred to in point 1.6 will only be undertaken by us following additional arrangements. Such special services are but not limited to the following:

Qualitative and/or quantitative guarantees.

Grouped services including concurrent and consequent operations.

Supervision of full industrial project schemes, including consulting, expediting and progress reporting.

Fumigation services.

Damage surveys, loss investigations, claims settlements and adjustment.

Forwarding, shipping, expediting services, chartering, consultancy services.

2. Offers, Order Confirmations, Instructions, and Reporting

- 2.1 All offers made by us are open for acceptance within fifteen calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the services offered.
- 2.2 In cases where the exact scope of work does not figure in the offer, tender, purchase order, nor order confirmation, our customer must ensure that instructions are given to us in due time to enable for the required services to be performed effectively.
- 2.3 Subject to our Customer's instructions, we shall issue reports and certificates of inspection which reflect statements of opinions made with due care within the limitation of instructions received but we are under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.

3. Our Customer agrees to:

- 3.1 Ensure all necessary access is given to Balance TIC's representatives to goods, premises, installations, means of transportation.
- 3.2 Supply, if required, any special instrument necessary for the performance of the required services.
- 3.3 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 our company's advice whether required or not.
- 3.4. Take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services.
- 3.5 Fully exercise all his/her rights and discharge all his/her liabilities under the contract of sale whether or not a report or certificate has been issued by our company failing for which we shall be under no obligation to our customer.
- 3.5 Our customer must guarantee, hold harmless and indemnify our company and our servants, agents or subcontractors against all claims made by any third party for loss, damage or expense of

whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance, of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in point 2.2 and under point 3.

4. Prices and Terms of Payment

- 4.1 The prices for the services shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions, and other charges, including, but not limited to, sales, use, excise, value added, and similar taxes or charges imposed by any government authority.
- 4.2 Unless expressly stated otherwise in our order confirmation, payment for the services shall be made net to our bank account upon presentation of our invoice or in such other manner that may have been agreed in writing without offset or deduction.
- 4.3 Charges rendered by Balance TIC and or failing payment will become due with interest. Interest in case of late or insufficient payment is charged at the applicable lending rate at a given time. Reminder fees are charged at the rate of DKK 100.- per reminder. Collection fees are charged on basis time and costs.

5. Limitation of Liability

- 5.1 Balance TIC undertakes to exercise due care and skill in the performance of our services, and we accept responsibility only for gross negligence proven by our customers. Our liability to our customer in respect of any claims for loss, damage, or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to ten times the amount of the fee or commission payable in respect of the specific service required under the particular contract which gives rise to such claims. Where the fee or commission payable relates to a number of services and a claim arises in respect of one of those services the fee or commission shall be apportioned for the purposes of this paragraph by reference to the estimated time involved in the performance of each service. Our responsibility can never exceed the sum of DKK 25,000. - for anyone claim. A prerequisite for our company at all to consider any liability it is that all fees and expenses due to our company have been paid.
- 5.2 In the event of Balance TIC being prevented by reason of any cause whatsoever outside our company's control from performing or completing any service for which an order has been given or an agreement made, our customer will pay to us; the amount of all abortive expenditure actually made or incurred a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out, and we shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required services.

6. Disputes

6.1 Any dispute arising out of or in connection with the performance of a task or the interpretation of an agreement shall if such dispute cannot be solved through negotiation between the parties be settled by Danish arbitration in accordance with Danish law.

7. Force Majeure

7.1 Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days' prior written notice to the other party.

8. Processing of Personal Data

8.1 Balance TIC processes personal data with due observance of the General Data Protection Regulation and law. Information on our customer or any third party in connection with the performance of a task such as name, address, e-mail, telephone number, etc. can solely be used in connection with our customer's orders, communication, offers and tender processes.

8.2 Our company complies with the rights of the data subject including right of access, rectification, deletion, limitation of processing, objection, data portability, and complaint.

8.3 We shall store the data for as long as is necessary for the purpose for which it is processed. We can neither disclose, sell nor otherwise transfer information to third parties, unless our customer has agreed to the same, or unless transfer of information is required in order to carry out the task, in which case it follows from circumstances, trade, custom, or usage or practice.

8.4 If you as our customer or as a third party supplier want information on which data is being processed, having data erased or corrected, please contact Balance TIC at info@balancetic.com for the same.

9. Miscellaneous

9.1 We reserve the right to change these Terms & Conditions at any time should this be required in which case we will give you thirty calendar days' notice of any changes, which will be published on our website.