

## *TERMS & CONDITIONS*

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### 1. VAT

All our rates, charges and expenses are VAT exclusive unless otherwise stated.

### 2. ORDER ACCEPTANCE

1. All orders must be in writing and accompanied by a signed copy of our standard contract with all pages initialed and emailed back to [calibrations@tjcalibration.com](mailto:calibrations@tjcalibration.com) before we can commence your service request.
2. The Quotation is valid for 30 days, unless extended in writing by TJC.
3. The Quotation can only be accepted by a person duly authorized to bind the Client and to sign on its behalf.

### 3. PAYMENT

1. On-Site Service: 50% Payment is required before we commence the work and 50% at job completion unless in case of a valid issued PO or a signed contract.
2. Payments made after the due date of an invoice will be increased by interest at a rate of 2% per month until its full payment.
3. Other late payment fees will be passed on from services we purchase on behalf of the Client.
4. Unsettled accounts after 30 days will incur debit collection. Legal and administration fees will be

added to the original amount.

#### **4. AVAILABILITY**

All necessary arrangements should be made by the Client to ensure the wagon, truck or tank availability.

#### **5. EXTRA COSTS**

TJ Calibration will charge 6,000.00MZN per day per technician as a “Standby Rate” for any delays incurred by company due to client’s responsibility.

Any additional costs not included in the Proposal at Client’s request or due to its responsibility will be charged on an “at cost basis” with a 15% markup.

#### **6. DELIVERY**

While TJC will endeavor to effect delivery the services on dates required by the Client, TJC shall not incur any liability of any nature arising from delays in delivery caused by any events or circumstances beyond TJC’s control.

#### **7. AGREEMENT AS TO SERVICE**

1. TJC may require the Client to sign a Job Card upon completion of the work by TJC, and confirming that all essential testings were done to the satisfaction of the Client.
2. Should any faults or problems arise from the services provided, TJC shall undertake to repair the problem. Should repairs be required which have not arisen as a direct result of our service to the Client, further bill of costs will be incurred.

#### **8. SERVICE WARRANTY**

1. Any claims regarding goods or service supplied by TJC to the Client shall be made in writing to TJC within seven (7) days of receipt by the Client.
2. Failure to make a claim in such time shall result in the goods/services being deemed to have been accepted by the Client as being satisfactory.

#### **9. CONFIDENTIALITY**

All trade or professional secrets or other factual information supplied by the Client to the us or which we become aware of in the course of providing the services shall remain the property of the Client and/or any of its related or affiliated companies. We agree that we shall not disclose to any person any secret or confidential information or methods of working of which we may become aware during the provision of the services. The parties shall continue to be bound under this clause notwithstanding the termination of the contract.

## 10. TJC EQUIPMENT DAMAGE

1. All our master meters are equipped with state-of-the-art original strainer filters. It is the responsibility of the Client to ensure all compartments of the rail wagons, road tankers and horizontal/vertical tanks are properly clean and free from debris which can cause failure to our meters.
2. In case our meters do get damaged and there is proof of neglects or normal wear and tear, the Client will be held liable to TJC for the repairs or replacements.
3. If any other equipment from TJC is to be damaged where there is proof of neglects from the Client, the Client shall be held liable for the replacements or repairs.

## 11. PROMISES BY TJC

TJC promises that the Services provided will be:

1. in a timely and professional manner;
2. to the standard of expertise that TJC has represented to the Client
3. in accordance with the reasonable instructions of the Client;
4. by professionals who have the necessary skill and experience to perform the services;
5. with proper care, safety, skill and diligence.