

**NATIONAL ASSOCIATION OF COMMODITY
CARGO SUPERINTENDENTS AND SURVEYORS**

STANDARD TRADING CONDITIONS

1. (a) In these conditions "the Company" means
.....
(Full name to be inserted).
- (b) All services agreed to be performed by the Company are undertaken subject to the Conditions hereinafter set out and all offers or tenders of service are made subject to these Conditions unless otherwise specifically agreed in writing.
2. The Company is a business enterprise engaged in the trade of commodity cargo superintending and surveying. As such it:
 - (a) carries out inspections, verifications, examinations, tests, samplings, measurements and similar operations;
 - (b) issues reports and certificates relating to the aforesaid operations;
 - (c) renders advisory services in connection with such matters.
3. The Company acts in the capacity as agent for principals from whom the instructions to act have originated (hereinafter called "the Principal"). No other party is entitled to give instructions, particularly on the scope of inspection or delivery of report or certificate, unless so authorised by the Principal.

The Company will however be deemed irrevocably authorised to deliver any report or certificate to a third party if following instructions by the Principal a promise in this sense had been given to this third party or such a promise implicitly follows from circumstances, customs of the trade or principles of good faith.
4. The Company will provide services in accordance with:
 - (a) the Principal's specific instructions as confirmed by the Company;
 - (b) the terms of the Company's Standard Order Forms and/or Standard Specification Sheet if used;
 - (c) any relevant trade custom;
 - (d) such methods as the Company shall consider suitable on technical and/or financial grounds.
5. Documents reflecting engagements contracted between the Principal and third parties, such as copies of contracts of sale, letters of credit, bills of lading etc., are (if received by the Company) considered to be for information only, without extending or restricting the Company's mission and obligations.
6. The Company will provide any of the following standard services as required:
 - (a) quantitative and/or qualitative inspection;
 - (b) inspection of condition of goods, packing, containers and transport;
 - (c) inspection of loading or discharging;
 - (d) sampling;
 - (e) laboratory analysis or other testing.
7. Special services where the same exceed the scope of standard services referred to in paragraph 6 will only be undertaken by the Company by particular agreement but these Conditions shall nonetheless be applicable.

Such Special services are illustratively and not restrictively:

 - (a) quantitative or/qualitative guarantees;
 - (b) grouped services including concurrent and consequent operations;
 - (c) other ancillary services as required.
8. The Company will issue certificates of inspection and reports which reflect the Company's opinion on matters within the limitation of instructions received but the Company is under no obligation to refer to or report on any facts or circumstances which are outside the specific instructions received.
9. The Principal agrees that he will:
 - (a) ensure that instructions to the Company are given in due time to enable the required services to be performed effectively;
 - (b) procure all necessary access for the Company's representatives to vessels, premises, installations or goods;
 - (c) supply, if required, any special instrument necessary for the performance of the required services;
 - (d) ensure that all necessary measures are taken for safety and security of all vessels, premises, installations and goods during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
 - (e) take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services;
 - (f) fully exercise all his rights and discharge his liabilities under any relevant contract of sale whether or not a certificate or report has been issued by the Company.
10. (a) The Company undertakes to exercise reasonable care and skill in the performance of its services but the Company is under no liability to the Principal other than for claims which arise through gross negligence, recklessness or wilful misconduct, the burden of proof being upon the Principal.
- (b) The liability of the Company its officers, servants, agents or subcontractors to the Principal 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 particular service under the contract which gives rise to such claim or £10,000, whichever is the lesser sum, provided always that such limitation of liability shall not be applicable to any claims brought by or on behalf of the Principal where the Principal being a physical person has himself suffered death or personal injury.
11. The Company shall be entitled at its discretion to delegate the performance of the whole or any part of the services contracted for with the Principal to any agent or subcontractor but such delegation shall in no way derogate from the rights and obligations of the Company under these Conditions.
12. The Principal shall guarantee and indemnify the Company, its officers, servants, agents and subcontractors against all claims made by any third party 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 paragraph 10(b).
13. Every officer, servant, agent or subcontractor of the Company shall have the benefit of the limitation of liability and indemnity contained in these conditions and so far as relates to such provision any contract entered into by the Company is entered into not only on its own behalf but also as agent and trustee for every such person as aforesaid.
14. The Principal will punctually pay not later than 30 days after the relevant invoice date or in such other manner as may have been agreed in writing all proper charges rendered by the Company. In the event of non-payment within such period of any sums due the Company shall be entitled to interest on the sums outstanding at the rate of 12.5% per annum from the date of the invoice until payment.
15. 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:
 - (a) the amount of all abortive expenditure actually made or incurred;
 - (b) 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.
16. The Company shall be discharged from all liability to the Principal for all claims for loss, damage or expense, other than for death or personal injury suffered by the Principal himself, unless suit is brought within one year after the date of the performance by the Company of the service contracted for or in the event of any alleged non-performance within one year of the date when the service should have been completed..
17. (a) These Conditions and all agreements between the Company and the Principal shall be governed by and construed in accordance with English law and shall be subject to the jurisdiction of the English Courts unless the Company at its sole option elects to proceed in any other jurisdiction.
- (b) In the event that any of the provisions of these Conditions shall be or become invalid by law these Conditions shall be read and construed as if such invalid provisions had been wholly omitted so that all other Conditions shall remain in full force and effect.