

Metric Arts terms and conditions

1. General

(a) Unless otherwise agreed in writing or unless there is any variation with (i) the regulations governing services executed on behalf of Governments, government entities or other public entities; or (ii) the mandatory provisions of local law, all offers, all services and all contracts or agreements resulting from any Metric Arts affiliated company or any of its agents (each of them a "Company ") and the customer (the " Contractual relations ") shall be governed by the present general conditions of Service (hereafter, the" General Conditions ").

(b) The company may provide its services to persons or entities (private, public or governmental) issuing instructions (hereinafter the "client ").

(c) Unless the company receives prior written instructions from the customer that is contrary to it, no other party is entitled to give instructions especially as to the scope of the services or the delivery of the reports or certificates that Result from the above (the "findings reports "). Hereby, the client irrevocably authorizes the company to deliver the reports of findings to a third party if the customer so desires or in accordance with its own discretion when this is implicitly detached from the circumstances of the customs Commercial, use or practice.

2. Provision of services

(a) The company shall provide its services with due care and capacity in accordance with the customer's specific instructions and confirmed by the company or, in the absence of such instructions, in accordance with:

1. The terms of any standard order format or company standard specification sheet; and/or
2. Any commercial, use or practical custom: and/or
3. The methods that the company considers appropriate from a technical, operational and/or financial point of view. los términos de cualquier formato de orden estándar u hoja de especificaciones estándar de la Compañía; y/o

(b) The information contained in the findings reports is derived from the results of surveys or tests carried out in accordance with the customer's instructions and/or evaluation of the results made by the company on the basis of technical standards and Business, customs, practices or any other circumstance that the company, in its professional opinion, deems necessary.

(c) Reports of findings issued after sample testing present the opinion of the company exclusively with respect to such samples and do not express any opinion related to the sample worked.

(d) If a customer requests that the company vouch on any intervention by a third party, the customer agrees to accept that the company's sole responsibility is to be present at the time of the third party's intervention and to send the results or Confirm the occurrence of the intervention.

(e) The customer accepts that the company, by supplying such services, does not replace the customer or a third party or exonerate them of their obligations, or assumes, abbreviates, APPEALS or seeks to exonerate from a client's duty against a third party or a third party against the customer.

3. Customer obligations

The customer must:

(a) Ensure that sufficient information, instructions and documents are delivered at the appropriate time in order to facilitate the execution of the services requested;

(b) Provide, if any, all equipment and personnel necessary for the provision of the services;

(c) Verify that all necessary measures are taken to ensure the safety of working conditions, sites and facilities during the performance of the services and do not rely in this regard on the company's opinion, whether or not it is requested to do so;

(d) Inform the Company in a timely manner about the known dangers and risks, be they real or potential, associated with any order or sample or test including, for example, the presence of toxic or noxious elements or materials;

(e) Fully exercise all rights and discharge all obligations under relevant sales contracts or other contracts with a third party, and by law.

4. Payments

(a) Unless a shorter period is established on the invoice, the customer shall make payment of it not later than 30 days after the invoice date or within any other period established by the company on the invoice (the "Expiration Date "). If you do not make the payment on the stipulated date, the customer agrees to pay arrears interest at the rate of 1.5% per month (or any other rate that is established on the invoice) from the expiration date and up to the date on which the payment is actually received by The company.

(b) The customer may not withhold or defer payments of a sum owed to the company on the grounds of litigation, claims or compensation that may be claimed against the company.

(c) The client agrees to pay the company all the expenses inherent in the collection of an invoice, including the legal fees and other related costs.

(d) In the event of problems or expenses not foreseen in the course of the provision of services, the Company shall inform the customer and shall be entitled to collect the additional fees to cover the additional time and costs in which it has incurred to provide the services.

(g) If the company is not able to provide all or part of the services for a cause beyond the reasonable control of the company, including failure by the customer to comply with any of its obligations under clause 3 preceding, the company will be entitled to pay:

- The sum corresponding to all non-reimbursable expenses incurred by the company: suspension or termination of services

The Company shall be entitled, immediately and without liability, either to suspend or terminate the provision of services in the event of any of the following events:

(a) Failure by the customer to comply with its obligations hereunder and if such omission is not remedied within 15 days after the notification of such omission is notified to the customer; Or

(b) The suspension of payment, the reconciliation with its creditors, the bankruptcy or insolvency declaration, the appointment of a hijacker or the interruption of activities by the client.

5. Responsibilities

(a) Limitation of Liability:

1. The reports of findings are delivered on the basis of information, documents and/or samples supplied by or on behalf of the customer and only for the benefit of the client, who is responsible for acting as it deems appropriate on the basis of such reports of findings. Neither the company nor its officials, employees or agents assume any liability in the face of the client or against a third party for acts carried out or not carried out based on such reports of findings, nor for incorrect results resulting from confusing information, erroneous, incomplete, disorienting or false supplied to the company.

2. The company shall not be liable for non-performance in services arising directly from an event beyond the reasonable control of the company including failure by the customer to comply with any of its obligations hereunder.
3. The Company assumes no responsibility for indirect or consequential losses.

6. Others

(a) If one or more provisions of these general conditions are declared illegal or of impossible fulfillment in any aspect, the validity, the legality and the forced fulfillment of the other provisions will not be affected or diminished by this fact.

(b) During the course of the provision of the services and for a period of one year thereafter, the customer may not, directly or indirectly, stimulate or make offers to the employees of the company to leave their office with the company.

(c) The use of the company's corporate name or trademarks for advertising purposes is not allowed without prior written authorization from the company.