

General

Every time you use or access to this website, you agree to be bound by these Terms & Conditions.

You agree that the owners of this web site (RSJ) exclusively reserve the right and may, at any time and without notice modify or discontinue this web site and its services or delete the data you provide.

We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of neither any data nor information.

Services

RSJ acts as a third party & perform its services on behalf of the client. Our role is to perform impartial inspections / audits on behalf of the requester by following their requirements in terms of sampling plan, AQL, Standards, and other product specifications provided by them.

RSJ will carry out its services according to client's specifications made on the online booking and after validation by RSJ. In the case where there is no client's specification, RSJ will use the relevant and / or available standard(s) or common practices to perform its services, For Inspection we will be following ISO 2859 ANSI/ASQ Z1.4 (MIL-STD-105E), inspection general level II with an AQL of 0 for Critical, 2.5 for Major & 2 Minor is equal to 1 Major.

Client should book its demand(s) {Order} online from its private account (RSJ WebQBMS account), as much as possible in advance.

RSJ keeps the right to accept or reject a demand of service or a request of any kind and cannot be sued or considered liable if do so.

Client's Obligations

The Client agrees to supply RSJ with relevant, true and correct information when ordering the services either online from its private account {RSJ WebQBMS account} on RSJ website or through email(s) sent to his {Clients} account manager {at RSJ}

Moreover, the client shall ensure that RSJ will access the needed information not later than 3 full working days before the desired service.

Client cannot modify his order within 2 full working day prior to the day of the performance of the service. In this case an intimation should be sent on mail as well to avoid any chance of missing the data.

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Clients may cancel the desired service but not after 2 full working day before the requested and planned service date, otherwise RSJ will charge the service entirely (full fee) to the client and will be released from its obligations.

Client accepts to abide to our payment and invoicing policy.

Confidentiality

As used hereinafter "Confidential Information" shall mean any oral or written proprietary information, design, drawing, commercial terms that are part of PO, clarifications, complaints, external feedback that a party may acquire from the other party pursuant to the contract or information as to the business of the other party provided, however, that confidential information shall not include any information which (1) is or hereafter becomes generally known to the public (2) was available to the receiving party (3) is disclosed to a party by an independent third party with a right to make such disclosure.

Unless required by law or by a judicial, government or other regulatory body, neither party nor their agents or subcontractors shall use the confidential Information other than for the purpose of the contract not disclose the others confidential information to any person or entity without the prior written approval of the other party except as expressly provided herein.

RSJ Inspection is authorized to make file copies of written documents, which have been made available to it for review and which are important for processing the order. RSJ Inspection is authorized to use such information for its training purpose within internal staff members.

RSJ Inspection hereby declare that the observation made during the course of inspection and the result of inspection will be kept confidential.

Payments and Invoicing

Our pricing is displayed at the following page: <http://www.rsjqa.com/our-pricing.html>

We invoice clients per man-day (per inspector / auditor per day) and our standard man-day rate is as mentioned on the pricing list.

For new clients, services have to be paid fully in advance at least 2 days prior to the service.

For regular clients, invoices will be sent by email, once a month, at the end of the month, with all services performed during the month and the payment is requested to be reflected in our bank account within 7 days.

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When transferring the money with its bank, the client agrees to pay for his own bank fees and overseas charges.

Client can pay the ordered services fees to RSJ by bank transfer (TT / telegraphic transfer of money, from bank to bank) or by Cheque. Services fees are labelled in USD or in our local currency INR.

In case the client did not pay his previous invoice(s), RSJ has all right {reserves rights} to stop providing its service and the client still need to pay the amount related to the services performed by RSJ.

Moreover, an extra charge of 3% of the due amount will be charged for every month of late payment.

For orders invoiced with additional expenses (travel expenses for orders outside of our network), these orders will be charged based on real travel expenses (receipts will be provided on request).

Liability and Indemnification

RSJ will accept liability only in case of proven negligence & agreed by both Parties.

RSJ is purely a third-party inspection company & has no role as of an insurance company. Clients who want to ensure their goods against bad quality, problem of shipments; inadequate material etc should look for a proper insurance through an insurance company.

RSJ will do its best to perform its services with due diligence and will perform its services based on the client's instructions. These instructions are given online through the online booking filled by the Client or through email to account manager. Thus, RSJ will issue the Report relating to the facts as found and recorded on the day and time of inspection within the limits of the instructions and criteria sent by the client.

RSJ is under no obligation to report information that is not requested by the client through its online-booking (WebQBMS). Moreover, our services do not include the checking of the internal mechanics, the safety requirements, the chemical testing of products or the exact materials to be used to produce the goods. Such check could be done through our lab testing services with our accredited laboratories partners in India.

If RSJ is not able to perform its services due to any reason out of its control, client cannot make RSJ responsible for this.

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RSJ is not liable for any claims on inspected goods when at least one of the following three cases is true:

1. Less than 80% of products were ready for inspection.
2. Inspection was failed with no re-inspection completed & passed Result.
3. Inspection was completed at an AQL less than Level II

As RSJ is neither a manufacturer nor a supplier, the responsibility of manufacturing quality goods is the sole responsibility of the manufacturer. The scope of the job of RSJ is limited to inspecting the goods based on the specific requirements of the requester, and as made available by the manufacturer/ supplier at the time of inspection and report the findings to the requester.

RSJ exercises utmost professional care, due diligence while performing inspection. However, as the inspections are based on statistical random sampling basis, RSJ shall stand indemnified for any beyond acceptable statistical probabilities.

The inspection result reflects as on the day and time of the inspection and as such RSJ can not be held responsible for any alteration, modification in the goods or for any damage to the goods in transit.

Despite due diligence and all care, if RSJ's proven negligence is responsible for a loss or damage of any kind, RSJ's liability to the client and to any other party shall not and cannot exceed two times the total fees paid by the client for the specific concerned service and for which a claim has been made.

Per RSJ's terms, it is the client's responsibility to:

- a. Ensure that inspection is offered at the proper time & the appropriate percentage of goods are finished and packed
- b. Ensure that a re-inspection is performed after a failed inspection, and following the factory's reworking of the goods.

If client has a claim or a loss to declare, notice must be given to RSJ headquarters (inspection@rsjqa.com) within 1 week following discovery of the facts, or within two months from the completion of the RSJ Service.

Termination of Services

RSJ has the right to suspend or terminate the provision of services to the client at any time.

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Provision of services will be automatically suspended in case where client does not follow these terms and conditions or if client does not pay or is unable to pay.

Supplier and Factory Obligations

The report is not a certificate for the supplier and is not evidence for shipment(s). The issuance of the report does not exonerate the buyers from exercising all their rights and does not release the manufacturer or seller from his contractual liabilities and responsibilities for its products.

Appalet Body

Jurisdiction

These terms and conditions are governed by and construed in accordance with the Indian Law. Thus, all disputes shall be submitted to the jurisdiction of the courts of India or/and in the country where the client is located.

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