

General Terms and Conditions -RSJ Inspection Service Ltd

1.0. General

1.1. Unless otherwise agreed in writing by Operational Manager / Director of RSJ Inspection (RSJ Inspection Service Ltd) all offer or services and all resulting contractual relationship(s) between RSJ Inspection and or any of their agents to any person applying inspection services (the "client") shall be governed by these General Terms and Conditions.

1.2. These General Terms and conditions and RSJ Inspection Regulation which apply at the time when the order is placed constitute the entire agreement (the "contract") between the client and RSJ Inspection with respect to the subject matter hereof.

1.3. In the event that an order is placed, the client shall unconditionally accept these General Terms & Condition.

1.4. Where inspection reports issued to the client, RSJ Inspection will provide the services using reasonable care and skill in accordance to the terms and conditions agreed with the client or general RSJ Inspection Procedure.

1.5. Every order for third party inspection services placed through our electronic order form shall be subject to these terms and conditions, and the client shall be deemed to have accepted them. Order placed through e-mail shall be accompanied with a signed copy of these terms and conditions.

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

1.7. While every possible care is taken to ensure that the information on the website is factually correct and timely, RSJ Inspection shall not be held liable for any inadvertent error or lack of updation.

2.0. Definitions

2.1. "Inspection" means examination of product, process, service, or installation or their design and determination of its conformity with specific requirements or, on the basis of professional judgement, with general requirements.

2.2. "Product" means result of process.

2.3. "Process" means set of interrelated or interacting activities which transforms inputs into outputs.

2.4. "Service" result of least one activity necessarily performed at the interface between the supplier and the customer, which is generally intangible.

2.5. "Inspection body" means body that perform inspection.

2.6. "Inspection system" means rules, procedure, and management for carrying out inspection.

2.7. "Inspection scheme" means inspection system to which the same specified requirements, specific rules and procedure apply.

2.8. "RSJ Inspection" means RSJ Inspection Service Ltd.

3.0. Scope of Service

3.1. RSJ Inspection 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 or mutually agreed upon.

These General Terms and conditions shall apply to all products including soft line (Fabric, Apparels/clothing, Home Furnishing/Textile, Footwear, Accessory,) inspection & Hard-line (Bag, Box, luggage, Furniture, Inflatable Product, Kitchen ware Toilet, Non-electric tool, Plastic house hold items,

Christmas Decorative items, Utensil, cutlery, House hold Items, Lighting Product, Stationary, Decorative Items, Handy crafts, Sporting Products , Toy, imitation jewellery) inspection and simple engineering products & any other product that is not limited to above is inspected by the RSJ Inspection.

3.2. RSJ Inspection will carry out its services according to client's specifications made on the online booking or sent through e-mail and after validation by RSJ Inspection. In the case where there is no client's specification, RSJ Inspection 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 2.5 for major, 2 Minor = 1 Major & Not allowed for critical defectives.

3.3. RSJ inspection has developed internal standard that will be used for onsite test during the inspection.

3.4. Client should book its demand(s) {Order} online from its private account (RSJ WebQBMS account) or through e-mail, as much as possible in advance. RSJ Inspection 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.

If there is any proposed change or extension in the specified scope of the order during execution of the order, then it shall be summarising to writing in advance.

3.5. Clients acknowledge that RSJ Inspection either entering into the contract or by providing the service, neither takes the place of client or any third party, nor releases from the any of their obligation, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of client to any third party or that of any third party to client.

4.0 Witness & Safety

Client shall ensure that factory / manufacturing unit adhere the following:

4.1 The factory shall ensure that auditors or representative of the respective accreditation body are entitled to participate in so called observer and witness the inspection on the business premises of client and/or their manufacturing place and/or their supplier/ sub-contractor.

4.2 RSJ Inspection believe in employee safety, hence where on site activities e.g. inspection or audit conducted by RSJ Inspection, then RSJ Inspection and factory shall agree upon supply of such personnel protective equipment's to RSJ Inspection personnel.

5.0. Obligation of Client

5.1. The Client agrees to supply RSJ Inspection 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}.

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

5.3. 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 e-mail as well to avoid any chance of missing the data.

5.4. Clients may cancel the desired service but not after 2 full working day before the requested and planned service

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date, otherwise RSJ Inspection will charge the service entirely (full fee) to the client and will be released from its obligations.

5.5. Date for onsite inspection must be informed prior 1(one) working day for local & 3(three) working days for outstation inspection. Here local means inspection at location of (Mumbai, Thane, Noida NCR, Panipat, Bangalore, Tirupur or area within 50 KM radius from RSJ Inspection local office).

5.6. Any change in inspection location or inspection date client need to be inform at least one day in advance by written or over phone to RSJ Inspection. Failing which client may be liable to compensate RSJ Inspection for any lost of service charges.

5.7. Client will ensure that factory / manufacturing unit adhere the following,

5.7.1. Design document, supplies, auxiliary staff etc. necessary for performance of the service shall be made available free of charge to representative of RSJ Inspection.

5.7.2. Any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information or lack of proper co-operation.

5.7.3. To eliminate or remedy any obstacle or interruption in the performance of the service.

5.7.4. To provide safe and secure working condition to perform desired service.

5.7.5. To provide proper inspection table which is sufficient to accommodate one full piece after opening.

5.7.6. To provide sufficient light, minimum twin tube light above the height of four feet from inspection table.

5.7.7. To provide the calibrated equipment to perform the inspection activity such as weighing balance, metal detection machine, perch machine for fabric inspection, colour matching cabinet and pantone book.

5.7.8. In case factory / manufacturing unit unable to provide such calibrated equipment to RSJ Inspection then respective part in the report will be marked as "Pending" due to non-availability of calibrated equipment.

6.0. Terms of payment and Invoicing:

6.1. RSJ Inspection pricing is displayed at the following page: <http://www.rsjqa.com/about-us/our-pricing.html>.

6.2. RSJ Inspection invoice clients per man-day (per Quality Engineer / Auditor per day) and RSJ Inspection standard man-day rate is as mentioned on the pricing list.

6.3. Validity of Quotation- The quotation are valid for 2 (two) months. For continued validity of a quotation, execution of work /service shall be begin within 2(two) months of order acceptance or unless specific view accepted by RSJ Inspection.

6.4. Validity of scope- The scope of inspection service will valid for two days from date of issue of inspection report.

6.5. Any change in client instruction or changes found in initial details provided by client to RSJ Inspection prior to quotation fees may lead to increase in fees. The client will be informed in advance in any increase in such fees.

6.6. Additional fees shall be charged for service that are not include in the proposal and for work required.

6.7. 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. Moreover, an extra charge of 2% of the due amount will be charged for every month of late payment.

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

6.9. Client can pay the ordered services fees to RSJ Inspection 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(Indian Rupees).

6.10. In case the client did not pay his previous invoice(s), RSJ Inspection 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 Inspection.

6.11. Any objection to RSJ Inspection invoice shall be communicated within a period of 05 days from date of raising of invoice; failing which, it shall be deemed that the invoice is correct and then invoice shall not be changed, altered or modified for any reason(s) whatsoever.

6.12. Client shall not be entitled to retain to defer payment of any sums due to RSJ Inspection account of any dispute, counter claim or set off which may allege against RSJ Inspection.

6.13. RSJ Inspection may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

6.14. Clients shall pay all RSJ Inspection collection costs including reasonable attorney's fees and related costs.

7.0 Report ownership, copyright/trademarks and intellectual property:

7.1. Any document including, but not limited to any report or any certificate, provided by RSJ Inspection and the copyright contained therein shall be and remain the property of RSJ Inspection and client shall not alter or misrepresent the contents of such documents in any way.

7.2. The client shall be entitled to make a copies for its internal purpose only. Duplicate of certificate are available upon request for external communication purpose.

7.3. Use of RSJ Inspection name or trade mark or report or certificate or logo for use of advertising purpose or for promotion purpose is not permitted without prior consent from RSJ Inspection in writing.

7.4. The information contained on this website or in any publication made available on or through this website is the exclusive property of RSJ Inspection. It is licensed to RSJ Inspection and is protected by copyright and other proprietary rights. Nothing contained in this website or in any documents (reports, invoice, poster, flyer, business card etc) created and provided by RSJ Inspection may be reproduced, distributed or edited in any manner without the prior written authorization of RSJ Inspection.

8.0 Confidentiality

8.1. 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.

8.2. 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.

8.3. 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.

8.4. RSJ Inspection is authorized to use such information for its training purpose within internal staff members.

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

9.0. Force Majeure

If RSJ Inspection is prevented from performing or completing any service for which the contract has been made by reason of any cause whatsoever outside of RSJ Inspection control, including but not limited to, acts of god, war, terrorist activity or industrial action; failure to obtain permits/licenses or registrations; illness, death or resignation of personnel or failure by client to comply with any of its obligations under the contract, the client will pay to RSJ Inspection

- a) The amount of all abortive expenditures actually made or incurred;
- b) A proportion of the agreed fees equal to the proportion (if any) of the service actually carried out; and RSJ Inspection shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required services.

10.0 Liability and Indemnity

10.1. RSJ Inspection will accept liability only in case of proven negligence and agreed by both parties.

10.2. Each party shall take out adequate insurance to cover its liabilities under the contract.

10.3. RSJ Inspection 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 Inspection 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.

10.4. RSJ Inspection is under no obligation to report information that is not requested by the client through its online-booking (WebQBMS).

10.5. Moreover our services do not include the checking of the internal mechanics, the safety requirements, and 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.

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

10.7.1. As RSJ Inspection is neither a manufacturer nor a supplier, the responsibility of manufacturing quality goods is the sole responsibility of the manufacturer. RSJ Inspection liability 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.

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

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

10.7.4. Despite due diligence and all care, if RSJ Inspection's negligence is proven, RSJ Inspection's liability to the client shall not exceed the total fees paid by the client for the specific concerned service and for which a claim has been made. In all other matters, supplier and client shall be responsible for the materials under supply.

10.7.5. As 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 Inspection headquarters (inspection@rsjq.com) within one week following discovery of the facts, or within two months from the completion of the RSJ Inspection.

11.0 Termination of services

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

12.0 Miscellaneous

12.1 If any one or more provision of these General Terms and conditions of business are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.2. Neither party shall assign the contract without prior written consent of the other party such consent shall not be unreasonably withheld. Any assignment shall not relieve the assignor from any liability or obligation under the contract.

12.3 The parties acknowledge that RSJ Inspection provided the services to the client as an independent contractor and that the contract does not create any partnership, agency, employment or fiduciary relationship between RSJ Inspection and the client.

13.0 Dispute & Arbitration, Jurisdiction, Applicable law

Unless specifically agreed otherwise, all dispute arising out of or in connection with these General Terms and Conditions or the contract shall be governed by the law of India and courts at New Delhi shall have the jurisdiction over the same.

The said arbitration shall be governed by the rules of Arbitration and conciliation act or any amendment thereof by one arbitrator appointed by RSJ Inspection. The arbitration shall take place in New Delhi and be conducted in the English language only. The expense of arbitration shall be borne by both parties equally.

14.0 Disclaimer

The information contained and accessed on or through this website is provided by RSJ Inspection for general guidance and is intended to offer you general information of interest. RSJ Inspection owns or licenses all text, data, images, logo and other materials on the Site. RSJ Inspection has made every effort to ensure that the information contained on this Site is accurate and reliable. However, errors may sometimes occur. Therefore, RSJ Inspection expressly disclaims all express or implied warranties of any kind as to any matter whatsoever relating to these pages. In no event shall RSJ Inspection be liable for any indirect or consequent loss or damage (whether for loss of profit or otherwise) arising out of or in connection with the use of this website.

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