QUARTIS LIMITED
REFRACTORY INSPECTION

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Doc: D046

Issue: 2

CONTRACT INSPECTORS TERMS AND CONDITIONS

SPECIAL NOTES FOR INSPECTORS

P.O. Box 138, Cranbrook, Kent TN17 9AF, England

1. Scope

1.1 The 'Inspector' shall provide QUARTIS with refractory related services which include but are not limited to: Inspection, supervision, Quality Control, Quality Assurance, training, testing and operator qualification of refractory linings and/or anchorage and/or the refractory lining installing contractor and/or refractory materials.

2. Termination

2.1 Unless otherwise specified, in the case of continuous working, QUARTIS engineers will return home every twelve weeks at the cost of the Client or/unless the Client instructs/authorises QUARTIS to interrupt the contract duration.

If for any reason QUARTIS inspectors require repatriation under their own volition before the end of contract then flight costs will be borne by the inspector UNLESS there are mitigating circumstances (ie. death of close family members, ill-health etc.) OR the Client agrees to bear the costs of such.

- 2.2 The Contract between QUARTIS and the Inspector will be terminated in the event of:
 - Poor performance, incorrect/insufficient technical advice
 - Deemed to be violent, abusive, blasphemous, racist, a danger to himself and other people or under the influence of drugs and/or alcohol
 - Non-attendance/absenteeism
 - Required to leave the job-site at the request of the Client due to any of the above
 - Insubordinance and/or failure to follow QUARTIS guidelines and instructions
 - Disregard of the agreed contact, reporting and protocols of the Client/QUARTIS

In the event of the above occurrence, the inspector shall forfeit any re-imbursement for the services provided under the agreed Contract.

3. Re-imbursement

- 3.1 Such refractory services will be re-imbursed as shown in the purchase order and are valid for the term of the contract as indicated.
- 3.2 When contract expenses are reimbursable at nett vouchered cost (NVC), these will be reimbursed to inspectors at NVC upon presentation of receipts (unless otherwise stated in Quartis' PO to inspector) such expenses require final acceptance/approval by the Client.
- 3.3 Expenses are defined as:
 - transport to-and-from home address to airport
 - air fare
 - car hire (including petrol) or local transportation
 - clean, safe, heated/cooled accommodation of a reasonable standard
 - all meals
 - laundry
 - telephone calls (all calls to QUARTIS UK office personal calls to be no more than 40 minutes per week)
- 3.4 When required, country entry visas and/or necessary work permits and/or medical vaccinations etc. will be re-imbursed by QUARTIS.
- 3.5 Air travel will be in Economy class. However, in excess of 8hrs will be made in Business Class and chargeable to the Client as per the quotation.
 - Depending on availability and advance notice, QUARTIS will endeavour to secure the cheapest air ticket at time of booking.
- 3.6 Any additional costs for alternative or re-scheduled flights due to change of contract duration, strikes, delays, technical malfunctions, bad weather etc will be chargeable to the Client UNLESS such re-scheduling is a direct result of the Inspectors' inadequate/incorrect/unsatisfactory actions. In this case, the Inspector will assume the

Unless otherwise agreed by QUARTIS, all travel arrangements will be made by QUARTIS. Any deviation/modification/re-scheduling of travel arrangements MUST be done by QUARTIS office – NOT the Inspector.

Any such changes made by the Inspector WITHOUT the authorisation of QUARTIS will be at the Inspectors' cost.

3.7 Unless otherwise specified 'travel time' will be applicable from the time of leaving place of residence. Travel time will be reimbursed at £20.00 per hour – travel hours should be approved and signed by Client.

A maximum number of allowable travel hours may be stated in the Purchase Order. Unless otherwise stated this will be no more than 8 hours per day.



TERMS AND CONDITIONS

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3.8 When at the Client job-site, time sheets are to be signed by the Client and submitted to QUARTIS with invoices.

3.9 Unless otherwise stated and/or agreed by QUARTIS, invoices shall be paid approximately 30-45 days from date of invoice.

Reports must be submitted to QUARTIS no later than 7 days after inspection visit. Contractor inspector invoices will not be paid until reports have been issued to the client. Failure to comply with any of the above and any of Items 2 & 3 of these Terms and Conditions may result in delayed payment to the Inspector (pending resolution/acceptance by the Client) and possible non-payment in the case of Item 2.

3.10 Stand-by time/days will be paid ONLY if the Client signs/agrees/authorises such.

4. General

- 4.1 ALL reports shall be forwarded to QUARTIS in word format for editing and final issue to the client.
- 4.2 Provision of the activities required by the Client refractory services, reporting, e-mailing, adhering to instructions and requests etc will made to QUARTIS' direct Client or the Clients' nominated contact. The Inspector must NOT communicate with anyone else or perform such activities for anyone else UNLESS specifically instructed/authorised to do so either by the Client and/or QUARTIS.
- 4.3 All relevant documentation can be downloaded directly at: www.fccu.com/inspectordownloads.html.
- 4.4 Contract Inspectors are responsible for providing their own PPE (overalls, safety boots, gloves, helmets) and the necessary equipment to perform inspections (hammers, cameras etc.)
- 4.5 Employers Liability Insurance and Professional Indemnity Insurance are covered by QUARTIS. All other personal insurances ie. medical are to be the responsibility of Contract Inspector.
- 4.6 Terms and Conditions are bound by UK applicable law.
- 4.7 These Terms & Conditions form part of the contract between QUARTIS and the Inspector. UNLESS QUARTIS are notified otherwise within 5 working days of receiving the Purchase Order, the Inspector accepts and will be bound to these Terms & Conditions.