

Business Terms



Unless otherwise specifically agreed upon in writing, Millennium Group (hereinafter called "The Company") undertakes services in accordance with these "Business Terms" and accordingly all offers or bids for any services are made subject to these Business Terms. All resulting contracts and agreements shall be governed by these Business Terms.

I. Millennium Group

"The Company" is engaged in various services such as inspections & surveys for any boats, yachts, other pleasure craft, all break bulk cargoes, bulk commodities such as iron ore, concentrates, metal scraps, steel products, fertilizers, produce, food products including sea food, grains (organic or non-organic), petroleum products, sampling and any other related services.

The "company" acts on behalf of any individual or entity (hereinafter called "The Principal") from whom the job instructions originate & will allow only an authorized employee of the "Principal" to add, delete or amend the standing job instructions in writing or verbally. The "company" will however be deemed irrevocably authorized to deliver at its sole discretion, any report or a certificate to a third party. Furthermore, "The Company" shall be entitled at its sole discretion to delegate the contracted services as a whole or part thereof to any of its agents or a sub-contractor.

II. The Principal

The Principal shall:

- a) Provide all critical information including all notes, pictures, emails, drawings & diagrams in due time to enable the required services to be performed effectively
- b) Ensure all necessary gate passes or access to work areas to enable the required services to be performed effectively
- c) Supply any special equipment and personnel necessary for the performance of the required services
- d) Inform the "company" in advance if any known hazards or dangers exist
- e) The "Principal" shall guarantee, hold harmless and indemnify the "company" and its employees or subcontractors against all claims made by any third party for any loss, damage or expense whatsoever

III. Reporting

The "company" delivers job reports and or certificates subject to the instructions received from its "Principals".

- 1) All recommendations provided in the written report by the "company's" representative for the safety or efficient running of the equipment such as boats, yachts, tugs, barges or ships shall be complied to. The "company" shall not be held responsible for any damages or failure arising out of non-compliance to the recommendations provided by "company's" attending representative.

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- 2) That all reports have been presented without prejudice and with the exercise of due care and diligence.
- 3) In accepting the Reports or Certificates, it is agreed that the extent of the obligation of the “company” with respect thereto is limited to furnishing a Surveyor believed to be competent, and in making this Report or Certificate
- 4) That the “company’s” professionals are acting on behalf of the “Principal” requesting the job and no liability shall attach to the “company” for the accuracy, errors and omissions thereof.
- 5) Subject to the Principal's instructions as accepted by “company”, we will issue reports and certificates of inspection which reflect statements of opinion made with due care within the limitation of instructions received but the “company” is under no obligation to refer to or report upon any acts or circumstances which are outside the specific instructions received. The “company’s” acceptance of instructions in no way indemnify the Principal for any errors or ambiguities which may affect the outcome of the job.
- 6) Methodology adopted for the carriage of goods by sea, rail or air and or the securing arrangements made by the carrier’s representative/s are beyond the control of the representative of the “company”. However if the difference of opinion arises or the carrier’s crew fails to comply with the “company” competent representative, notice shall be issued to the “Principals” and any damages or complications arising thereafter shall not be the “company’s” responsibility.
- 7) Reports or certificates issued for any analysis of samples contain “company’s” specific opinion on the specific samples only but do not express any opinion upon the bulk from which the samples were drawn. If an opinion on the bulk is requested special arrangements must be made in advance with “company” for the inspection and sampling of the bulk.

IV. Services

The “company” will provide services in accordance with:

1. The Principal's specific instructions
2. The relevant trade custom, usage or practice
3. If the scope of the job exceeds the standard services as defined in these “Business Terms”, the “company” shall make job specific arrangements with the “Principals” in regards to any additional charges.

V. Enquiries and orders

Job orders must be accompanied with sufficient information, specifications and instructions to enable “company” to evaluate and execute the job & the “The Principals” shall provide information on all representations including roll of all other parties involved

VI. Liability

1. The “company” undertakes to exercise due care and skill in the performance of its services and our professionals are acting on behalf of the “Principal” requesting the job

