



*LOX AGENCY FOR QUALITY CONTROL
(LOX)*

Doc No:
LOX-IMS-FRM-19-80

Issue No., and Date:
01/10th Sept. 2019

Revision No., and Date:
01/ 5th Jan., 2023

Client application terms and agreement

Please read these Terms and Conditions carefully

As they specify the basis of the Agreement under which Services are provided to you (the Client) by Lox agency.

If you accept these Standard Terms and Conditions and any Special Conditions will be and will constitute the whole of the Agreement with you.

Our responsibilities:

Lox agency shall provide the services in accordance with the Agreement.

Your responsibilities:

You (the Client) shall ensure compliance with these Terms and Conditions including ensuring that payment is made for the services provided within the prescribed times of the Agreement.

Preamble:

Both Parties, Lox agency (Lox) and applicant agreed That “**Lox**” to provide “**The Client**” the services “**The Services**” for The Client’s Motorcycles as per the following terms and conditions:

- Lox agency shall perform certification of product with Scheme type 1a and scheme type 2 according to National and international standards (IQS 5161)
- If the client wants to obtain certification according to a specified standard, it should be mentioned in the motorcycle inspection form
- The certificate will be issued only when the product meets all the requirements according to the standard that the product has been evaluated against to.
- The client makes all necessary arrangements for the conduct of the evaluation
- The client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized;
- In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by the certification scheme;
- It’s completely forbidden, that The client pay directly in cash to any Staff of “Lox agency”.
- Lox agency shall not be responsible for any rejected Motorcycle to destinations outside of the specified location in the request.



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Confidentiality terms

- Each party as recipient agrees to keep confidential the information received from the disclosing party. The recipient shall treat such received information with reasonable care and diligence, not disseminating or disclosing it to third parties without the disclosing party's prior written consent, provided however that each party may share such information with its officers, employees or professional advisors who are subject to confidentiality obligations reflecting the principles herein.
- The obligations set forth in above Clause shall not apply to any information which:
 - a. Be or becomes known to the recipient from a third party without any confidentiality obligation to the disclosing party;
 - b. Be or becomes generally available in the public domain through no act or failure to act on the part of the recipient;
 - c. Has demonstrably been developed by the recipient independently from this Contract.
 - d. Be requested to be disclosed by any competent court, governmental agency, flag state administration, other relevant public authority in accordance with applicable law, court order or other public regulation.
 - e. Be disclosed to the registered owner and/or ultimate owning company of a vessel without changing the general nature of confidentiality of such information if such information is vessel related.

Impartiality terms

- Lox agency top management is committed to insure impartiality in all evaluation & certification activities
- Lox agency and its evaluation staff have no relation with the client's organization related to maintain the impartiality of the evaluation results.
- Lox agency shall have the right to use for statistical, analytical, and internal training purposes, any material, information, or know-how generated in the course of the Work.
- Inspection test report is a property of Lox agency & valid only if signed and stamped by Lox agency Technician. Under no circumstances will Lox agency accept any liability for loss or damage, consequential or otherwise caused by use or misuse of the test results.

Interpretation of Agreement

This Agreement and the interpretation of the terms herein shall be governed by and construed in accordance with the Kurdistan government laws. The Parties irrevocably submit to the exclusive jurisdiction of the Sulaymaniyah Courts.