



## **Ethiopian Metrology Institute**

### **TERMS AND CONDITION**

#### **1. Basic**

- 1.1. These standard business terms and conditions apply to all offers issued and agreements concluded by Ethiopian Metrology Institute (EMI) a legal entity, which was established on February 3, 2003 by Cabinet Regulation No. 194/2003.
- 1.2. EMI only provides services in accordance with the terms and conditions listed below, without any other requirements established by applicable laws or industry standards.
- 1.3. The customer's incompatible general terms and conditions of business are hereby excluded.
- 1.4. The EMI Metrological Activities have been posted on the INTERNET at <http://ethiometrology.gov.et> under the name "METROLOGICAL SERVICES" to make them widely known.

#### **2. Order**

- 2.1. Written orders for Calibration services must be submitted to EMI. This helps to ensure that there is a clear record of the services that have been requested, and can help to avoid any confusion or misunderstandings.
- 2.2. The customer ordinarily receives a written order confirmation within 3 days after placing an order. Changes and additions pertaining to the contracted services must be confirmed in writing.
- 2.3. Any modifications or additions to the original contract must be agreed upon by both parties and put in writing as an addendum or amendment to the original contract. It is important to ensure that any changes or additions are clearly defined and agreed upon to avoid any confusion or disputes later on.

- 2.4. EMI retains the authority to postpone or reject services whose performance is not required.
- 2.5. With EMI's order confirmation, a contractual relationship between EMI and the customer is established.

### **3. *Invoices and Payments***

- 3.1. The charges for the order are determined using the EMI Price List in effect at the time of the order.
- 3.2. To determine charges for services include the scope of work, the complexity of the calibration work, the level of expertise required, and the amount of time and resources needed to complete the work.
- 3.3. In addition to the charges, EMI also bills additional expenses for travel costs, including daily allowance, for packaging, shipping, and customs duties as well as for import sales taxes, if applicable, as well as for services and the supply of materials and equipment from other authorities and third parties (such as experts, translators, boxes).
- 3.4. EMI has the right to require upfront payment of any apparently incurred fees before the service is rendered. Cost estimates are never legally binding. As they are subject to change based on a variety of factors, such as changes in scope, unforeseen circumstances, or fluctuations in the cost of materials or labor. However, cost estimates can be useful in providing an initial understanding of the expected costs associated with a project or service.
- 3.5. The payment is due in 7 days from the invoice's due date. The customer is required to make payment within that timeframe in order to avoid any potential inconvenience in the service provision.
- 3.6. There will be no cash reductions given for on-time payments. No cash reductions will be given for on-time payments, and then the customer should not expect to receive any such discounts or reductions.

### **4. *Moving the Calibrated Device or thing***

- 4.1. If nothing more has been expressly agreed upon, the transport of the things to be calibrated in any carrier and insured at the customer's sole

responsibility. This means that the customer may be responsible for arranging and paying for transportation of the materials or goods to the EMI's location, as well as insuring them during transport.

- 4.2. The customer will be responsible for returning any calibration items to EMI

## **5. Reports Finding**

5.1. Reports on findings cannot be copied or published in parts without EMI's clear written consent. If the contract or agreement specifies that the reports on findings are the property of EMI and cannot be copied or published in parts without EMI's clear written consent, then it is important to abide by those terms and conditions to avoid any potential legal issues or disputes.

- 5.2. The EMI logo may not be used in advertising by the client.

## **6. Withdrawing findings on reports**

6.1. if the conditions under which the report was prepared have changed significantly, it may be necessary to withdraw or invalidate the report in order to avoid any potential legal issues or disputes.

6.2. The customer has no right to sue for damages following the withdrawal or withdrawal of a report on findings unless the loss or damage was brought on by EMI or one of its employees acting intentionally or grossly negligently.

## **7. Complaints and incomplete tasks**

7.1. The client has the right to express dissatisfaction with the services provided by EMI. Such a grievance must be addressed. - in writing and within two months of receiving notice of the findings to the EMI division that provided the service.

7.2. If the complaint is valid, EMI will offer a suitable solution without charging the consumer any further fees.

7.3. If the customer's complaint is unfounded and EMI incurs expenses while looking into the situation, the client is responsible for covering those expenses. Insofar as it pertains to the service, legally mandated compensation for complaints is unaffected.

## **8. Confidentiality**

8.1. Business secrets and private information are handled confidentially by EMI and are only disclosed to other parties with the customer's permission. This does not apply to facts that are obvious, not important enough to warrant keeping secret, or whose disclosure is required by law.

8.2. All EMI personnel are required by law to exercise judgment.

## **9. Liability**

9.1. In accordance with the law, EMI is liable for losses suffered by the client in connection with the provision of services if those losses were brought about by purposeful or negligent behavior.

9.2. EMI is only accountable to the client for losses brought on by slight negligence if the damages resulted from a breach of contractual obligations.

9.3. In the event of a personal injury, EMI is liable without limitation, even if its legal representatives, vicarious agents, or employees only slightly negligently contributed to the damage.

9.4. Customer employees who are staying on EMI property in connection with an order are required to abide by the safety rules and protective measures in existence at EMI.

9.5. The accuracy of the information needed for the order confirmation and the accuracy of the documents presented in connection with the contractual relationship are both the responsibility of the customer to EMI.

9.6. The customer is accountable to EMI for harm brought on by hidden flaws or flaws on test objects that the customer provided.

## **10. Termination and cancellation:**

10.1. Termination for cause: either party has the right to terminate the contract if the other party breaches a material term or condition of the agreement.

10.2. Termination for convenience: either party has the right to terminate the contract without cause, subject to certain notice requirements or other conditions.

10.3. Cancellation: either party has the right to cancel the contract if certain conditions are met, such as a failure to obtain necessary permits or approvals.

## **11. Signatures:**

11.1. The signatures of both parties to indicate agreement to the terms and conditions of the contract should be signed.