

RMG Terms and Conditions

1. By retaining the services of THE RUSSELL MARINE GROUP ("RMG"), the hiring party (the "Client") agrees to and accepts RMG's Terms and Conditions, as more fully detailed below.
2. RMG undertakes services in accordance with these general terms and conditions or other terms and conditions agreed to in writing by both RMG and Client. Accordingly, all offers or tenders of service and all resulting contracts, agreements, and/or other arrangements are made subject to the same.
3. RMG is a business enterprise engaged in the trade of cargo supervision, cargo inspections, sampling, analysis, GMO testing, IP handling, and freight forwarding and:
 - a. carries out inspections, verifications, examinations, tests, sampling, measurements, and similar operations;
 - b. issues reports and certificates relating to the aforesaid operations; and
 - c. renders advisory services in connection with such matters.
4. RMG will provide services in accordance with the applicable standards as designated by Client, which may include but are not limited to:
 - a. the standards set forth by the Grain and Feed Trade Association ("GAFTA");
 - b. the standards set forth by the Federation of Oils, Seeds and Fats Association ("FOSFA");
 - c. the standards set forth by the AOCS (American Oil Chemists' Society);
 - d. the standards set forth by the Federal Grain Inspection Service ("FGIS"); and/or
 - e. such methods as RMG shall consider suitable on technical and/or financial grounds should Client not designate a standard or designate RMG as a 1st Class Independent.
5. RMG's standard services are as follows:
 - a. quantitative and/or qualitative inspection;
 - b. inspection of condition of goods, packing, containers and transportation;
 - c. inspection of loading or discharge;
 - d. sampling;
 - e. submitted sample testing; and
 - i. A submitted sample is a sample that is not collected by RMG and instead delivered to RMG for testing by Client.
 - f. laboratory analysis or other testing.
6. RMG will issue reports and certificates of inspection which reflect statements of opinions made with due care. RMG is under no obligation to refer to or report upon any facts or circumstances which are outside of the scope of the provisions in Section 4.
7. Any results or certifications provided by RMG for submitted samples, as defined in Section 5, are based solely on the submitted sample. RMG does not attest to the methods used to derive the sample, the validity of the sample or the condition and appearance of the cargo at time and place of loading. RMG's liability is limited solely to the results derived from the submitted sample.
8. Client agrees to:
 - a. ensure that load details are provided to RMG in due time to enable RMG to effectively perform the required services;
 - b. procure all necessary access for RMG's Representatives to goods, premises, installations, and transport;
 - c. supply, if required, any special instruments necessary for the performance of the required services;
 - d. fully discharge all liabilities under the contract / agreement, whether or not a report or certificate has been issued by the RMG, and should Client fail to discharge these liabilities RMG shall be under no obligation whatsoever to Client.
9. RMG undertakes to exercise due care and skill in the performance of its services. Further, RMG accepts responsibility only for gross negligence proven by Client. The liability of RMG to Client, in respect of any claims for loss, damage, or expense whatsoever in nature and howsoever arising, shall in no circumstances exceed a total aggregate sum equal to ten times the amount of the fee or commission payable in respect of the specific service required under the particular contract which gives rise to such claims. Where the fee or commission payable relates to a number of services and a claim arises in respect of one those services the fee or commission shall be apportioned for the purposes of this paragraph by reference to the estimated time involved in the performance of each service. The responsibility can never exceed the sum of US \$20,000.00 – for any single claim.
10. Limits of liability of RMG, servants, agents, and managers:
 - a. Reports of findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such reports. Neither RMG nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such reports nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to RMG.
 - b. It is hereby expressly agreed that no servant, agent or manager of RMG shall have any liability whatsoever to Client or any other party under any contract / agreement for any loss, damage, or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default while acting in the course of or in connection with his employment.
 - c. Without prejudice to the generality of the foregoing provisions in this clause, every exemption from liability, limitation, condition, and liberty herein contained and every right, defense, and immunity of whatsoever nature applicable to RMG or to which RMG is entitled, shall also be available and shall extend to protect every such servant, agent, or manager of RMG acting as aforesaid.
 - d. Client undertakes that no claim shall be made against any servant, agent or manager of RMG and, if any claim should nevertheless be made, to indemnify RMG against all consequences thereof including attorney's fees.
11. Client shall guarantee, hold harmless and indemnify RMG and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.
12. Client will punctually pay contract / agreement amount upon presentation of invoice or such other manner as may have been agreed in writing, and all proper charges rendered by RMG. Any fees not established between RMG and Client at the time the order is placed or a contract / agreement is negotiated shall be at RMG's standard rates (which are subject to change) and shall be payable by Client. Such payment shall be due within fourteen days of receipt of invoice, unless other such date is agreed to, failing which, interest will become due.
 - a. Terms of payment:
 - i. Any required collection fees are charged to and owed by the Client on the basis of time and costs, including attorneys' fees and related costs.
 - ii. All amounts owed and pricings discussed shall be in US Dollars.
13. In the event RMG is prevented from performing, or completing any service for which an order has been given or an agreement made, by any reason or any cause whatsoever outside of RMG's control, Client will pay to RMG:
 - a. the amount of any expenditure actually made or incurred;
 - b. a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out; and
 - c. RMG shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required services.
14. Any dispute arising under or in connection with any contract / agreement between RMG and Client shall be brought in United States District Court for the Eastern District of Louisiana. United States Law to apply.
15. In the event of litigation between the parties in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such litigation shall be borne by the non-prevailing party.
16. Any and all communications and contracts / agreements between the parties shall be in English.
17. If any one or more provisions of these Terms and Conditions 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.