



## General Terms & Conditions

1. Unless otherwise specifically agreed in writing by the Designated Intertek Officer General Manager (hereinafter GM), all work, goods and services provided by, and all obligations of, (collectively the "Services") Shanghai Orient Intertek Testing Services Company Ltd. its officers, employees (hereinafter Intertek China) and its parents, subsidiaries, affiliated and related companies and other business entities, agents, representatives, contractors and subcontractors (all such persons and entities being collectively referred to as "Intertek") are undertaken, and the charges for Services are made, upon the following terms and conditions.
2. Intertek warrants exclusively to the person or entity ordering and/or paying for Services (hereinafter referred to as "Customer") that its Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like Services under similar circumstances. In the event of a breach of this warranty, Intertek will, at its own expense, perform Services of the type originally performed as may be reasonably required to correct such defects. This warranty shall become null and void in the event Customer's account becomes delinquent. All invoices are due and payable in accordance with the attached payment terms, and the Customer's account becomes delinquent if payment is made in breach of these terms.

Intertek makes no other express warranties. Intertek excludes and disclaims all implied warranties whether statutory, common law or otherwise, including but not limited to any warranty of fitness for a particular purpose, warranty of merchantability, warranty of workmanlike performance and warranty of results.

3. Customer represents and warrants that it has the power and authority to enter into agreements and procure services for itself and all other parties paying for the Services provided by Intertek, and Customer shall cause all such other parties to acknowledge and agree to these General Terms and Conditions.
4. Customer's exclusive remedy for Intertek's breach of its obligations and the total liability of Intertek for any loss or damage claimed, either directly or indirectly, in contract, tort, or otherwise, including, but not limited to, breach of contract, breach of warranty, negligence, gross negligence, strict liability, and negligent and intentional misrepresentation, in connection with the provision of the Services shall be either five times the fee paid or payable for the specific item of Services giving rise to the stated loss or damages, or 30 Thousand RMB (RMB30,000.00) whichever is less, provided however that there shall be no liability whatsoever in respect of any claims for indirect, incidental, punitive, special damages, or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts. The Customer shall guarantee, hold harmless and indemnify Intertek against all claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one service exceed the above identified limit of liability.
5. Customer may seek Intertek's agreement to increase the limit of Intertek's liability under this condition in consideration for an increase in the cost of the Services, but absent any such agreement between Customer and Intertek made in writing and signed by the GM the limit of Intertek's liability under this condition shall remain applicable.
6. Intertek shall be discharged from all liability to the Client for all claims for loss, damage or expense unless a claim is made within three (3) months of the date at which the damage, defect or alleged non-performance became apparent to the Customer, and the process of law served no later than two (2) years from the provision of services by Intertek.
7. Intertek expressly disclaims liability as an insurer or guarantor, and disclaims all liability in any such capacity. Customers seeking insurance or a guarantee against loss or damage should obtain appropriate all risk insurance and agree to do so with waiver of subrogation against Intertek.
8. Intertek China reserves the right to assign the provision of the Services to one or more of its affiliates, contractors or subcontractors when Intertek China deems it necessary, and Customer consents to such assignment. All such assigned Services shall be governed by these General Terms and Conditions, and shall be the exclusive responsibility of the affiliate, contractor or subcontractor to whom they are assigned; and Customer releases assignor from all liabilities and obligations relating to the assigned Services.



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9. INDEMNITY - Customer shall defend, indemnify and hold harmless Intertek from and against all claims, suits and liabilities (including but not limited to cost of litigation and attorneys fees) arising from or related to, directly or indirectly, actions (1) by any governmental authority or others for any actual or asserted failure of the Customer to comply with any law, ordinance, regulation, rule or order of any governmental or judicial body or (2) for personal injuries, loss of or damage to property, economic loss, and loss of or damage to intellectual property incurred by or occurring to any person or entity and arising in connection with or related to the work or Services performed or obligations assumed by Intertek, its officers, employees, agents, representatives, contractors and subcontractors. This indemnity shall apply even if the claims, suits and liabilities arise or are alleged to arise from the negligence, breach of contract or other legal fault of Intertek.
10. Customer represents that the information supplied by it or its agents to Intertek is accurate and complete, and Customer has informed Intertek concerning any dangerous or potentially dangerous characteristics which could cause injury during the performance of the Services and Customer also acknowledges that Intertek is relying upon such information without further verification by Intertek as to its accuracy or completeness.

Indemnity - The Customer agrees to hold Intertek harmless and indemnify Intertek from any damages or liability of whatever kind or nature, including but not limited to court costs and reasonable attorneys fees due to information provided by the Customer being inaccurate or incomplete. This indemnity shall apply even if the claims, suits and liabilities arise or are alleged to arise from the negligence, breach of contract or other legal fault of Intertek.

11. The customer is responsible for informing Intertek in advance of any applicable import/export restrictions that may apply to the product and/or Services to be provided, including instances where products, information or technology may be exported/imported to/from a country that is restricted or banned from such transaction.
12. The Services performed by Intertek for the Customer and the memoranda, laboratory data, calculations, measurements, estimates, notes and other documents prepared by Intertek in the course of providing Services to the Customer, together with status summaries, or any other electronic or written communications describing the results of any Services, or element thereof, (hereinafter referred to as "Reports" ) are not intended by Intertek to be for the benefit of any person or entity other than the Customer. Reports are based, and the work conducted, under the Customer's specific instructions, and there may be other relevant information not requested nor reported. The Customer acknowledges that Intertek does not, either by entering into a contract or by performing work or Services, assume, abridge, abrogate or undertake to discharge any duty of the Customer to any other person.
13. Except as provided by Section 3., or as disclosed and agreed in advance by the Parties, Customer is procuring the Services of Intertek solely for its own account and not for any other person or entity, and Customer is not acting as an agent or broker or in any other representative capacity. Customer and Intertek agree that, except as expressly provided in these General Terms & Conditions, there are no third party beneficiaries to the contract between Customer and Intertek. Further, no third party may rely on any Intertek Reports, except with the express prior written consent of the GM.
14. INDEMNITY - Customer agrees to defend, indemnify, and hold Intertek harmless from any and all causes of action, lawsuits, proceedings, claims or allegations, (including legal fees and any other expenses) arising as a result of the unauthorized use or misuse of Intertek Reports. This indemnity shall apply even if the claims, suits and liabilities arise or are alleged to arise from the negligence, breach of contract or other legal fault of Intertek.

Only the Customer is authorized to copy or utilize Intertek Reports and then only in their entirety, and the Customer shall not use the Reports in a misleading manner. Intertek retains any and all rights of ownership of Intertek's concepts, ideas, inventions, patents or copyrights used by Intertek in preparing Intertek's Reports and the provision of Services to the Customer. Customer further agrees and understands that Customer's reliance upon the Reports is limited to the representations made therein and that any use of the Intertek name or one of its marks for any reason must first be approved in writing by the GM.

Waiver of Confidentiality - Should Customer use an Intertek report, in whole or in part, in such a manner as to involve Intertek in legal controversy or to adversely affect Intertek's reputation it shall be Intertek's right, upon notice to the Customer, to utilize any and all Customer information, including, but not limited to, data, records, instructions, notations, samples or documents within Intertek's custody and control which relate to the customer for the purpose of offering any necessary defense or rebuttal to such circumstances.

Any preliminary or partial Report submitted to Customer shall be used at the Customer's sole risk, and Intertek shall bear no responsibility for any deviation between information in such Report and the information in the final written Report signed by an authorized Intertek representative.



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15. Intertek's acceptance of Customer's request for Services is limited to these General Terms and Conditions of Service and the attached Provisions and Payment Terms. Any terms proposed or submitted by Customer at any time, including, but not limited to, provisions or terms in Customer's purchase order, instruction, nomination or other document) are objected to and rejected, and shall be deemed a material alteration hereof, and shall be of no force or effect.
16. Intertek shall not be liable to the Customer or be deemed to be in breach of Contract by reason of any delay in performing or any failure to perform any of Intertek's obligations in relation to the Service if the delay or failure was due to any cause beyond Intertek's reasonable control.
17. If any term, condition or provision, or part thereof, is deemed unenforceable, then that term, condition or provision, or part thereof, shall stand void and all other terms, conditions or provisions shall have the same effect as if the voided term, condition or provision, or part thereof, had not existed.
18. ALL CLAIMS MADE AGAINST INTERTEK, EITHER DIRECTLY OR INDIRECTLY, IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY THE LAW OF THE PEOPLE'S REPUBLIC OF CHINA (HEREINAFTER P.R.C) AND FOR THE PURPOSE OF ANY ARBITRAL OR LITIGATION PROCEEDING SUCH CONTRACTS SHALL BE DEEMED TO HAVE BEEN MADE AND PERFORMED IN P.R.C, EXCLUSIVE OF RULES FOR CHOICE OF APPLICABLE LAW. ANY SUIT BROUGHT AGAINST INTERTEK SHALL BE FILED EXCLUSIVELY IN THE CHINA INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION SHANGHAI SUB-COMMISSION LOCATED IN SHANGHAI FOR ARBITRATION IN ACCORDANCE WITH ITS PROVISIONAL RULES AND PROCEDURE.
19. Any Provisions & Payment Terms listed overleaf or attached hereto are to be considered part of these Terms and Conditions.
20. The fees charged by Intertek constitute the fees for producing the Report and any additional work performed by Intertek will incur additional fees. If Intertek is required to assist in any matters of government regulation, litigation or dispute regarding any Services provided by Intertek, Customer agrees to pay additional fees to Intertek for such assistance.
21. Orders received by an officer or employee of Intertek for assignments outside China will be forwarded on behalf of the Customer to the appropriate foreign based associated Intertek company or correspondent who will be solely and fully responsible for all matters in connection with the order received, including directly acting for and reporting to the Customer. As a condition of Intertek forwarding such assignment on the Customer's behalf, it is understood that Intertek China will bear no responsibility with regard to the Services rendered by the Intertek company or correspondent to whom the assignment is forwarded.