2.3 The Services provided by Intertek under this Agreement and any memorandum, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with any summaries or reports in respect of the Services commissioned or requested by the disclosing party at the time of such disclosure; and (ii) information, however disclosed, which would reasonably be considered to be confidential by the disclosing party.

2.4. (b) that it is securing the provision of the Services hereunder for its own account and not as (c) that it has the power and authority to enter into this Agreement and procure the provision (d) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;

3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any services provided or be performed in the course of testing and part of the necessary testing process and undertakes to hold Intertek harmless from any liability or claim for compensation or reimbursement in respect of any such third party. Intertek reserves the right to terminate this Agreement immediately in the event that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, give rise to any legal rights (including any Intellectual Property Rights) of the Client.

3.1 (b) that it is securing the provision of the Services for its own account and (c) that it has the power and authority to enter into this Agreement and provide the Services as contemplated therein.

4. CLIENT WARRANTIES AND OBLIGATIONS

4.1 The Client represents and warrants: (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;

4.3 (a) to operate with Intertek in all matters relating to the Services and appoint a manager in (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense and at all times, with any means and facilities necessary for the purpose of the Services; (c) that it is responsible for providing the samples/equipment to be tested, together with any appropriate, with any specified additional items, including but not limited to connecting kits, adapters, sample containers, etc.;

4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement provided that the Client pays for the Services rendered to it by Intertek to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services and its payment obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

5.1 The Client shall pay Intertek for all Charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the "Charges").

5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to (a) charge interest on the outstanding amount at a rate equivalent to 3% per annum per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.

6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.

6.3 In the event of provision of certification services, Client agrees and acknowledges that the Client shall not remove, delete, alter, add, modify or otherwise interfere with or alter the data or any of the Client's personal data, commercial data or other information or information from the Client. The Client shall be responsible for ensuring that the data and any other material in connection with the Services are transmitted and stored securely, and in a manner that ensures confidentiality, integrity and availability.

6.4. Intertek will retain complete and current copies of all such records or parts of any Reports distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld).

6.5. That any and all advertising and promotional materials or any statements made by the Client shall not give a false or misleading impression to any third party concerning the Services provided by Intertek.

7. CONFIDENTIALITY

7.1 The Receiving Party ("the Receiving Party") will maintain its confidentiality of any such third party. Intertek reserves the right to terminate this Agreement immediately in the event that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, give rise to any legal rights (including any Intellectual Property Rights) of the Client.

7.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Client shall provide in writing to Intertek any documentation precedent to such third party receiving any Reports or the benefit of any Services.

7.3 That any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, give rise to any legal rights (including any Intellectual Property Rights) of the Client.

7.4. (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, give rise to any legal rights (including any Intellectual Property Rights) of the Client.

March 2014

Intertek General Terms and Conditions of Services (Consumer Goods)
11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, contractors or subcontractors from and against any and all claims, causes of action, suits, losses, damages, costs, penalties, judgments, fines, expenses, costs and/or liabilities (including costs of investigation and attorney’s fees) arising directly or indirectly out of or in connection with:

(a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental regulatory authority; or

(b) claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its employees, agents, representatives, contractors or sub-contractors; or

(c) any breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;

(d) any claims made by any third party for loss, damage or expense of whatsoever nature and however arising result from the performance or non-performance of any Services to the extent that the aggregate of such claims relating to any one Force Majeure Event is limited by Clause 9.4 to sixty (60) days; or

(e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including any Intellectual Property Rights vested in the Client as a result of the provisions of this Clause 11); or

(f) any claims arising out of or relating to any third party’s use of or reliance on any Reports or other documents, analyses, conclusions or findings of any party to whom the Client has provided the Reports based in whole or in part on the Reports, if applicable.

11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. CONFIDENTIALITY

12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer’s liability, motor and property insurance and professional indemnity insurance.

12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.

12.3 The Client acknowledges that although Intertek maintains employer’s liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek’s employer’s liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.

13.2 This Agreement may be terminated by:

(a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been given by the breaching party to the other party specifying the nature of the breach or default.

(b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice within ten (10) days of its due date and/or fails to pay the Charges due on or before the date and time stated in the relevant Invoice.

(c) either party on written notice to the other in the event that the other makes any voluntary arrangement with creditors or becomes subject to an administration order or becomes bankrupt or (being a company) goes into liquidation or has an administrative receiver appointed or (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an arrangement goes into effect for its creditors (as defined in Section 439 of the Companies Act 1985, as amended); or

(d) if the Client is in breach of this Agreement or any Force Majeure Event.

13.3 In the event of termination of the Agreement for any reason and without prejudice to any of the above remedies the Client shall pay Intertek for Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.

13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force or on such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Agreement and the Proposal shall be governed by English law. The parties agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

16.1 Severability

If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid illegal or unenforceable provision. If any provision is unenforceable because it goes beyond that which it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative provision.

No partnership or agency

16.2 Neither party by this Agreement nor any action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute the parties the partner, agent or legal representative of the other.

16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.

16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions and agreements referred to in this Agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.

16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (whether oral or written) (other than those referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

16.7 Nothing in this Agreement shall be construed as conferring upon any third party any rights under or by virtue of this Agreement.

Third Party Rights

16.8 No person who is not a party to this Agreement shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

Further Assurance

16.9 Each party shall, at the cost and request of any other party, execute and deliver such further assurance, assignments and other documents as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.