



GENERAL TERMS AND CONDITIONS OF BUSINESS

GIC Testing & Inspection Services Pte. Ltd. (the "**Company**") and the person or entity (the "**Client**") that signs a quotation or is identified on the invoice to which these General Terms and Conditions of Business are attached, hereby agree that the provision of services by the Company (the "**Services**") shall be subject to the following terms and conditions of business (these "**Terms and Conditions**"). A request for Services from the Client or a quotation from the Company for the provision of Services shall constitute a legally binding agreement on both parties when such request or quotation is accepted by the Company or the Client (as the case may be) (the "**Agreement**"), under these Terms and Conditions:

1. SERVICES. The completion of the Company's provision of Services under the Agreement shall be evidenced by its issuance of a written report to the Client, setting forth the results of the Services based on the Client's request, applicable protocols, written information, and where applicable, the product sample provided by the Client to the Company (the "**Report**"). The Company may delegate or assign the performance of all or a portion of the Services to (a) any of its related corporations; (b) an agent; or (c) a subcontractor. The Client shall provide to the Company on a timely basis, all documents and information necessary to enable the Company to properly perform the Services. The Company may, in its sole and absolute discretion, dispose of any product samples furnished by the Client to the Company for the Services, and which were not destroyed during the performance of the Services. The Client accepts sole responsibility and liability for the accuracy of any documents submitted to governmental or other regulatory bodies, including certificates of compliance required under applicable laws and regulations, even where the Company has provided assistance to the Client in connection with the preparation of such documentation.

2. REPORT. The Report constitutes the sole deliverable for the Services and shall relate solely to the facts and circumstances as observed and recorded by the Company during the performance of the Services, based on the written information provided by, and the instructions received from, the Client. The Company is not obliged to update the Report after its issuance. If the Services include testing or inspection, the Report will set out the Company's findings solely with respect to the product samples identified in the Report, and the results set out in the Report shall neither be construed as indicative nor representative of the quality or characteristics of the lot from which a product sample was taken for the Company's performance of the Services. The Report is issued solely by the Company, is intended for the Client's exclusive use and, except as required by applicable law or an order of court of competent jurisdiction or government department or agency, shall not be published, used for advertising purposes, copied or replicated for distribution, or publicly disclosed without the Company's prior written consent. The Company shall not be responsible for any third party's interpretation of the Report. Unless the Company's prior written consent has been obtained, the Client shall not request for a Report for the purposes of litigation, and shall not list the Company, its related corporations or their respective employees as an expert in any legal proceedings. If the Client expects to use the Report in any legal proceedings, it shall notify the Company and obtain its written consent before submitting the Report in such legal proceedings.

3. INTELLECTUAL PROPERTY. The names, service marks, trademarks and copyrights of the Company and its related corporations (collectively, the "**Marks**") are and remain the sole property of the Company and shall not be used by the Client. The Client shall not contest the validity of the Marks or take any action that might impair the value or goodwill associated with the Marks or the image or reputation of the Company or its related corporations. The Client understands that any information or samples submitted to the Company is a license for the Company to use the same pursuant to the performance of the Services.

4. PAYMENT TERMS. Clients who are not given any credit terms by the Company shall be required to make payment to the Company, prior to the Company's performance of the Services. Clients who are given credit terms shall pay the fees stated on the invoice within thirty (30) days from the date of the invoice (the "**Invoice Date**"). If payment is not received

within thirty (30) days following the Invoice Date, the Client shall pay late charges on such past due amounts at the rate of 1.5% per month or the maximum rate allowed by law, whichever is lower, accruing as of the Invoice Date up to the date of actual payment (before as well as after judgment). The Client agrees to indemnify and pay the Company for all taxes, levies and duties including, but not limited to, goods and services tax and withholding tax which the Company may be liable to pay as a result of providing the Services to the Client. The Client may not cancel any of the Services requested by the Client without the Company's prior written consent. The Client will be charged for all Services performed by the Company prior to such cancellation. Without liability to any person and without prejudice to any other remedy, the Company may withhold or delay the provision of Services in accordance with these Terms and Conditions or if the Client is late in payment or is otherwise in default under these Terms and Conditions.

5. REPRESENTATIONS AND WARRANTIES; DISCLAIMER. The Client represents and warrants to Company that (a) each product sample submitted is not in breach of third party intellectual property; (b) the Client will not use and/or rely on the Report in respect of any product whose properties differ from the sample(s) upon which the Report is based; (c) any goods that are the subject of inspection will be completely prepared for the type of inspection booked for the specified date; and (d) all information and/or documents supplied to Company are accurate and correct in all aspects and the Client agrees to indemnify Company for all losses and damages arising from the Services herein caused by incorrect information and/or documents supplied by the Client. The Client agrees that the Company is neither an insurer nor a guarantor and does not take the place of the Client or its third parties including designers, manufacturers, agents, buyers, distributors, transportation or shipping companies, and the Company disclaims all liability in such capacities. If and to the extent that the Client releases any third party from its liabilities and obligations with respect to any products or processes for which the Services were performed, the Client will assume and undertake the same as its own liabilities and obligations. The Client understands that if it seeks assurance against loss or damage, it should obtain appropriate insurance. No warranty or guarantee, including the merchantability or fitness for a particular use, is made by the Company in respect of the Client's products. The Company hereby excludes all other warranties, whether expressed or implied by operation of law, course of dealing, trade usage, representation, statement or otherwise, including but not limited to, any implied warranties of satisfactory quality, condition, description, merchantability, fitness for a particular purpose or infringement of intellectual property rights.

6. LIMITATIONS OF LIABILITY. The Company shall have no liability in respect of (i) wilful damage or negligence of the Client or its employees, customers or agents; (ii) abnormal working conditions at the Client's premises; or (iii) failure to follow the Client's instructions (whether oral or in writing). The Company also excludes all other obligations and liabilities in connection with the provision of the Services: (a) The Company shall not under any circumstance be liable to anyone for any indirect, incidental, consequential or special loss in connection with the Report, the product for which the Services were performed, or the Services provided by the Company under the Agreement; (b) The Company shall not under any circumstance be liable to anyone for direct, indirect, incidental, special, consequential or exemplary damages of any kind, including, but not limited to, any lost profits, goodwill, business and/or savings, however caused, whether for breach or repudiation of contract, tort, breach of warranty, negligence, or otherwise, whether or not the Company or any agent of the



GENERAL TERMS AND CONDITIONS OF BUSINESS

Company was advised of the possibility of such loss or damages; (c) The Company shall not be liable for any loss or damage whatsoever resulting from any delay in the performance of its obligations under the Agreement or from its failure to provide the Services within any time period for completion estimated by the Company, regardless of the cause of the delay or failure; and (d) The Company's maximum liability in respect of any claim for loss, indemnity, contribution or damage of whatsoever nature or howsoever arising SHALL NOT EXCEED an amount equal to five (5) times the amount of fees paid to the Company for the specific services which gave rise to such claim. In the event of an alleged breach of these Terms and Conditions, the Client must notify the Company in writing within 30 days of such alleged breach with all the relevant facts and documents to support its claim. In any case, the Company shall not be liable in respect of any claim for a breach of these terms and conditions unless (i) the Client has provided the Company with a written notice of the alleged breach within 30 days of such alleged breach, and (ii) the claim is brought by the Client within two (2) years from the date of its written notice of the alleged breach.

7. INDEMNIFICATION. The Client shall defend, indemnify and hold harmless the Company, its officers, directors, agents, employees, successors and assigns from any and all claims, demands, costs, fines, penalties, fees, losses or expenses including legal fees or judgments resulting from any claim made or action brought as a result of (a) the performance of the Services by the Company; (b) the action or inaction of the Client or its employees, customers, or agents which may cause injuries or damage giving rise to claims against the Company; (c) the sale, resale, manufacture, distribution or use of any of the Client's goods; or (d) a breach of any of the Client's obligations or warranties herein.

8. CONFIDENTIALITY. The Client shall not disclose the Company's confidential business or technical information, including trade secrets, to any entity or person, nor to use such information for its own benefit, whether during or subsequent to the provision of the Services by the Company. As used herein, confidential business or technical information includes, but is not limited to, information disclosed during the course of doing business, including: (a) the identity of, or other pertinent information with respect to, actual or potential customers or customer contacts; (b) bidding and pricing strategies; (c) market studies, penetration data, or other market information; (d) research and development activities, information and plans; (e) technical, proprietary and know-how information; (f) plans for new products; (g) methods, practices, procedures, processes and formulas with respect to manufacture, assembly, design, or processing; (h) sources of supply for products, components, and services; and (i) any other secret processes, formulas, or methods. Confidential information does not include information which the Client can demonstrate (i) was available to it on non-confidential basis prior to its disclosure to the Client by the Company or its representative; (ii) was independently developed by the Client; (iii) is or becomes known to the public other than by act of the Client or its representative subsequent to disclosure thereof to the Client by the Company; or (iv) became available to the Client on a non-confidential basis from a source other than the Company or its representatives, provided that such source is not known by the Client after due inquiry to be bound by a confidentiality agreement with the Company or its representatives, or is otherwise prohibited from transmitting the information to the recipient by contractual, legal, or fiduciary obligation.

9. INSOLVENCY. The Company shall have the right to terminate any Agreement without liability if the Client's rights hereunder are assigned without the prior written consent of the Company or in the event the Client becomes bankrupt or insolvent or makes an assignment or composition for the benefit of its creditors or becomes subject to an

administrative order or an encumbrancer takes possession of, or a receiver is appointed in respect of, any of its assets. Any such termination shall be without compensation to the Client and without prejudice to any rights of the Company hereunder.

10. DATA PROTECTION. Both the Company and the Client shall observe and comply with all statutory provisions in relation to data protection, including without limitation, the provisions of the Personal Data Protection Act 2012 and the General Data Protection Regulation (EU) 2016/679 when handling personal data in the course of the Company's performance of the Services, and shall only collect, use, disclose and process personal data in full compliance with applicable laws.

11. MISCELLANEOUS. These Terms and Conditions constitute the entire agreement of the parties with respect to the subject matter hereof and cancels and supersedes all prior communications, representations, understandings, agreements and course of dealings. These Terms and Conditions may be amended or supplemented only by a written instrument that refers explicitly to these Terms and Conditions and that is signed by the authorized representatives of both parties. Nothing in these Terms and Conditions creates a partnership, agency or joint venture between the parties. No right or interest in any Agreement shall be delegated or assigned by the Client without the prior written consent of the Company. Any attempt at delegation or assignment shall be void unless made in conformity with this paragraph. These Terms and Conditions and all Agreements shall be governed by and construed in accordance with the laws of Singapore, without regard to principles of conflict of laws and the Client hereby submits to the non-exclusive jurisdiction of the courts of Singapore. No waiver, alteration or modification of any of the provisions hereof shall be binding on the Company unless made in writing and duly authorized and executed by the Company. A waiver or modification by the Company of any condition or obligation of the Client hereunder shall not be construed as a waiver or modification of any other condition or obligation and no waiver or modification by the Company granted on any one occasion shall be construed as applying to any other occasion. If any of the provisions in these Terms and Conditions are held to be in violation of applicable law or applicable court decision, then such provisions (i) shall not invalidate or render unenforceable such provisions in any other jurisdiction; and (ii) are hereby waived or amended to the extent necessary to achieve the same economic effect for these Terms and Conditions to be enforceable in such jurisdiction and the rest of these Terms and Conditions shall remain in full force and effect. All notices, reports, requests, approvals and other communications required or permitted hereunder must be in writing, sent to the receiving party's address as specified by the receiving party and shall be deemed delivered upon receipt. A person who is not a party to any Agreement governed by these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B of the Singapore Statutes) to enforce any of its terms.