

PRODUCT INTEGRITY ENGINEERING SERVICES ("PIE") STANDARD & REGULATIONS SERVICES ("SRS") TERMS AND CONDITIONS

1. GENERAL

Unless otherwise agreed in writing, all proposals, consulting, training, testing and inspection services (the "Services") provided by any of the affiliated companies of SGS SA or any of their agents (each a "Company") to any person applying for the Services (the "Client") and all resulting contracts or other arrangements shall be governed by these Terms and Conditions and constitute the entire agreement (the "Contract") between the Client and the Company with respect to the subject matter.

Save as otherwise provided in the Contract, no variation to the Contract shall be valid unless it is in writing and signed by and on behalf of the Client and the Company.

2. DEFINITIONS

In these Terms and Conditions the following terms shall have the following meanings:

"Client" means the organisation to which the Company will provide the Services.

"Client Information" means the information and any and all oral and written information provided to SGS by the Client which amounts to a trade secret or is confidential or is commercially sensitive and which may not be readily available to others engaged in a similar business to that of Client.

"Deliverable(s)" means the Feasibility Review, the Product Risk Assessment, Quality Plan, the various tables per product/country or region and/or any other supporting documents or services such as technical consultancy services, training, auditing tools, reporting templates, and continuous improvement mechanism to be provided by the Company to Client as specifically agreed in the Proposal

"Product Risk Assessment" means a detailed examination of the product to report on potential hazards and other area of concerns to the Client.

"Quality Plan" means a tailor-made schedule of test and checks and statistically based proposal to improve production for critical characteristics of the product.

"Proposal" means the commercial document issued by the Company which describes the details of the Services to be rendered to Client and the deliverables provided to the Client.

"Products" means the specific product object of the Services and which can have a non material form or material form (sample, prototypes).

"Reports of Findings" means the certificate or report (or other) that describes the testing and inspection methods used and the results obtained during testing and inspection of a product in order to ensure Quality Plan during the manufacturing process.

"Services" means the following:

- i. Product Integrity Engineering (hereafter defined as PIE): means the assistance in the design, improvement, the testing and inspection of the Client's Product and the assistance in ensuring compliance with standards to be provided by the Company in the provision of the Quality Plan, Product Risk Assessment, Feasibility review and/or any additional services defined in the attached Proposal.
- ii. Standard & Regulations Services (hereafter defined as SRS) (if applicable) : means listing the regulations and standards in specific countries and region applicable to a type of Product and if formally agreed with Client, regular updates on new regulations and standards.

The Proposal will specify if the Services of the Company are provided as an integrated package or separately or on a selective basis to suit the Client's needs.

3. PROVISION OF SERVICES

- a. The Company will provide the Services using reasonable care and skill and in accordance with where required the current industry standards, practices and accredited procedures; the professional expertise reasonably required by Client and within the limits of the instructions received by the Client.
- b. The content of the Deliverables represents the Company's opinion of facts and documents in existence, or recorded by it, at the time of performance of the Services only and within the limits of the instructions received and are solely for the benefit of the Client which is responsible for acting as it sees fit on the basis of such Deliverables.
- c. The Company may delegate the performance of all or part of the Services to an agent or subcontractor to the extent necessary to complete the Services provided that written confidentiality agreements are made with such subcontractors or agents and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- d. Client acknowledges that the Company, by providing the Services, neither takes the place of Client nor releases it from any of its obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

4. PRODUCT TESTING AND INSPECTION SERVICES

Where the Services involve product testing and inspections Services the following provisions shall also apply:

- a. Information stated in reports of findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- b. Reports of findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- c. Reports of findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 4 (a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

5. OBLIGATIONS OF CLIENT

- a. Provide the Company with all necessary and requested access to Client's product records and design, prototypes, product specifications, information systems and facilities such that the Company may render the Services;
- b. Ensure that sufficient information, instructions and documents are given in due time to enable the required Services to be performed without independent verification by the Company;

- c. Procure all necessary access for the Company's representatives to the premises where the Services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of such Services;
- d. Comply with the Company's requests to conduct interviews, meetings or discussions with the Client's employees and agents on any matters relating to the Services, within such deadlines as the Company shall establish;
- e. Supply, if required, any special equipment and personnel necessary for the performance of the Services;
- f. Unless specifically agreed and written otherwise, ensure that any resulting products is tested, manufactured, packaged, labelled (including adequate warnings), sold and used in a safe and careful manner and in compliance with all applicable laws, regulations and appropriate industry standards. Client is solely responsible for obtaining any applicable and necessary approvals.
- g. Inform Company in advance or immediately of any and all changes to the Products or its business which may affect Client management system, its service or the manufacture of production of its Products. Furthermore the Client is bound to inform the Company of any major non conformity identified during internal audits undertaken by the Client, its partners or public authorities

6. FEES AND PAYMENT

- a. The Company shall invoice the Client as agreed or at the end of each month. Invoices for additional and further work will be issued on completion of the relevant task. Unless another currency is agreed in the Contract or Proposal, payment is due in pounds sterling.

- b. Client will promptly pay not later than 30 days from the relevant invoice date (the "Due Date") all fees due to the Company failing which interest will become due at the rate of 3 (three) times the rate of legal interest from the due date until payment is made and a penalty for collection costs of 40 euros.
- c. Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- d. Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- e. Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- f. As fees quoted to the Client are based on the information provided by the Client and are applicable to the time of submitting the fee quotation, the Company reserves the right to increase its fees if the Client's instructions are found to be not in accordance with the initial details supplied or used for the purpose of obtaining a fee quotation. Clients will be notified of any increase in fees. Work performed is logged in a time sheet that is used for invoicing the Services There might be some changes in time that are necessary.
- g. Additional fees shall be charged for operations that are not included in the Contract and / or rush orders, cancellation or rescheduling of Services or any partial or full repeats which will be payable at the Company's prevailing charging rates.
- h. Copy of the Company's prevailing charging rates are available upon request from the Company.

- i. If the Company is unable to perform all or part of the Services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in Article 5 and 6 above the Company shall be entitled to payment of and the Client shall pay the amount of all non-refundable expenses incurred by the Company; and a proportion of the agreed fee equal to the proportion of the Services actually carried out.
- j. Any use by the Client of the Deliverables is conditional upon the timely payment of all fees and charges. The Company reserves the right to cease or suspend all work if Client fails duly to pay an invoice.
- d. Either Party shall be entitled to terminate provision of the Services in the event of any arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the other Party.
- e. Unless otherwise agreed in writing the obligations of the parties defined in Articles 8, 9 and 11 below shall apply notwithstanding the completion of the Services or termination of the Contract.
- c. All drawings, models, systems, methods and documents supplied and/or used by the Company in the performance of the Services or the Deliverables that have not been developed as a result of or specifically for the Services (the "Standard methods and materials") and the copyright and other intellectual property rights therein shall remain the property of the Company."

7. TERMINATION

- a. Unless otherwise agreed in writing the Client shall be entitled to terminate the Contract at any time by giving not less than thirty days' (30) notice in writing to the Company. If the Client terminates the Contract (other than by reason of default by the Company in its obligations) the Company shall be entitled to charge the Client reasonable fees at its prevailing rates and expenses in respect of work carried out by it for the Client prior to termination.
- b. The Company shall be entitled, to terminate the Contract by giving not less than thirty days' notice in writing to the Client. If the Company terminates the Contract (other than by reason of default by the Client in its obligations) the Company shall reimburse to the Client any sums paid by the Client to the Company less any expenses incurred by the Company under the Contract, but the Company shall not be liable to make any other reimbursement or pay any other compensation to the Client.
- c. Unless otherwise agreed, either Party may terminate the Contract by reason of serious default by the other party (the "Breaching party") in its obligations at any time by giving not less than thirty (30) days' notice in writing to the Breaching Party after the Breaching Party failed to fix the notified default within thirty (30) days from notification.

8. CONFIDENTIALITY

As used herein, "Confidential Information" shall include the Client Information as well as any information oral or written that a party may acquire from the other party pursuant to the Contract provided, however, that Confidential Information shall not include any information which is or hereafter becomes generally known to the public; was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party; is disclosed by an independent third party with a right to make such disclosure. Unless required by law, neither party shall disclose the other's Confidential Information to any person nor entity except as expressly provided for herein.

9. OWNERSHIP AND USE OF DELIVERABLES

- a. The ownership of the Deliverables provided to the Client shall be vested in the Client. Company has the right to make and retain copies of said Deliverables for the purposes of Company's own records subject to the provisions of Article 8 above.
- b. Any results or recommendations contained in the Deliverables are correct to the best knowledge at the time and on the basis of the instructions and information provided by the Client. The Company shall not be liable for any claims, actions, or any direct or consequential damages suffered by the Client or any third party by use of such Deliverables and the Client hereby agrees to indemnify the Company against such liability arising from the use of such Deliverables.

10. LIABILITY AND INDEMNIFICATION

- a. Limitation of Liability:
 1. The Company undertakes to exercise due care and skill in the performance of its Services and accepts responsibility only in cases of proven negligence. The Company does not provide product liability insurance with the scope of the Company fixed consulting fees. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
 2. This clause sets out the Company's entire liability to the Client (including any liability for the acts and omissions of its employees, agents or sub-contractors) in respect of any breach of its obligations arising under or in connection with the Contract (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise). If the Company fails to comply with its obligations in the Contract, it shall be entitled to a reasonable opportunity to correct any errors and perform its obligations. The Company does not limit its liability (if any) to the Client: for personal injury or death resulting from the Company's negligence; or for any matter for which it would be illegal for the Company to exclude or to attempt to exclude its liability; or for fraud.

3. Subject to Articles 10 and 10 (4), the Company's aggregate liability under the Contract (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) in respect of all and any loss or damage suffered or incurred by the other party howsoever caused shall not exceed a total aggregate sum equal to the fee paid in respect of the specific service which gives rise to such claim.
 4. The Deliverables are issued on the basis of information, documents and/or discussions 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 Deliverables. Neither the Company 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 Deliverables nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company by, or on behalf of, the Client.
 5. The Company shall not be liable for any delayed, partial or total non-performance of the Services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
 6. Subject to Article 10 (2), the Company shall not be liable to the Client (whether in contract, tort (including negligence), breach of statutory duty, restitution of or otherwise) for any of the following types of losses (whether those losses arise directly in the normal course of business or otherwise): pure economic loss, loss of profits, loss of business, loss or revenue, loss of contract, loss or depletion of goodwill and/ or business opportunity, loss of anticipated earnings or savings or like loss; or any special, indirect or consequential losses.
 7. In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from: the date of performance by the Company of the Service which gives rise to the claim; or the date when the Service should have been completed in the event of any alleged non-performance.
 8. EXCLUSION OF IMPLIED WARRANTIES: EXCEPT AS OTHERWISE EXPRESSEDLY WARRANTED IN THIS AGREEMENT, ALL SERVICES AND WORK PRODUCTS OF THE COMPANY ARE PROVIDED "AS IS." THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSES.
 - b. Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against any and all claims, costs, expenses (including without limitations legal costs) liabilities, losses, damages, claims, demands and judgement which the Company suffers or incurs as a result of any claim or action brought (or threatened) against the Company by any third party (including purchaser of Client's goods) howsoever arising relating to the performance, purported performance or non-performance, of the Services.
- 11. MISCELLANEOUS**
- a. 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.
 - b. Except as expressly provided for herein, the Client may not assign any of their rights or obligations hereunder without the Company's prior written consent.
 - c. Use of the Company's corporate name or registered marks for advertising purposes or on client's product packaging is not permitted without the Company's prior written authorisation.
 - d. No person who is not a party to the Contract (including any employee, officer, agent, representative or subcontractor or either party) shall have the right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this Article.

e. This Contract supersedes any other proposal, purchase order or document related to the Services. If Client sends to the Company a purchase order or other form of acceptance in response to or referencing this Contract, this acknowledgment represents the Company's expression of acceptance, the Company and Client shall be deemed to reaffirm all of the terms and conditions contained in this Contract and reject any terms or conditions contained in Client's purchase order which are additional to or different from the terms and conditions contained in this Contract. If Client expressly conditions its acceptance, purchase order, or any form of offer upon assent by the Company to any such different or additional terms, the commencement of the Services under this Contract is a rejection of and does not constitute assent by the Company to any such different or additional terms.

12. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

All disputes arising out of or in connection with the Contractual Relationship(s) hereunder shall be governed by and construed in accordance with the laws of France exclusive of any rules with respect to conflicts of laws. All those disputes shall be submitted to the exclusive jurisdiction of the competent courts of the location of the registered offices of the Company.