

HONSIN APPAREL SDN BHD

TEST REPORT

SCOPE OF WORK

Test conducted according to request by applicant for:

1. Particles Filtration Efficiency (PFE)

REPORT NUMBER

SINH20800570

ISSUE DATE

17-Aug-2020

[REVISED DATE]

N/A

PAGES

9

DOCUMENT CONTROL NUMBER

GFT-OP-10h Non-SAC (8-July-2020)

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The sample referred to in this report was not tested in accordance with Intertek's full Mask Protocol. Testing was conducted on specific items only, at our client's request.

NOTE: This report issued is subject to Intertek Testing Services Singapore Pte Ltd's "Terms and Conditions Governing Technical Services."
The terms and conditions governing the issue of this report are set attached within this report

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TEST REPORT

Issued: 17 Aug 2020

Intertek Report No. SINH20800570

Ph: (60) 74318388

Company: Honsin Apparel Sdn Bhd
531 Batu 2 1/2 Jalan Kluang
83000 Batu Pahat, Johor, Malaysia

Applicant: Humaira
Email: humaira@tp textile.com

Subject: ProXMask Filter

Dear Humaira,

This test report for ProXMask Filter represents the results of our evaluation of the below referenced product(s) to the requirements contained in the following standards:

DESCRIPTION OF TEST METHODS AND STANDARDS

1. Particle Filtration Efficiency (PFE) - ASTM F2100/F2299

SAMPLE #	SAMPLE RECEIVED	STYLE #	COLOR	CONDITION
1	ProXMask Filter	N/A	Black	N/A

TESTED: 13-Aug-2020 to 17-Aug-2020

This report is for the exclusive use of Intertek's Client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this report. Only the Client is authorized to permit copying or distribution of this report and then only in its entirety. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test results in this report are relevant only to the sample tested. This report by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.

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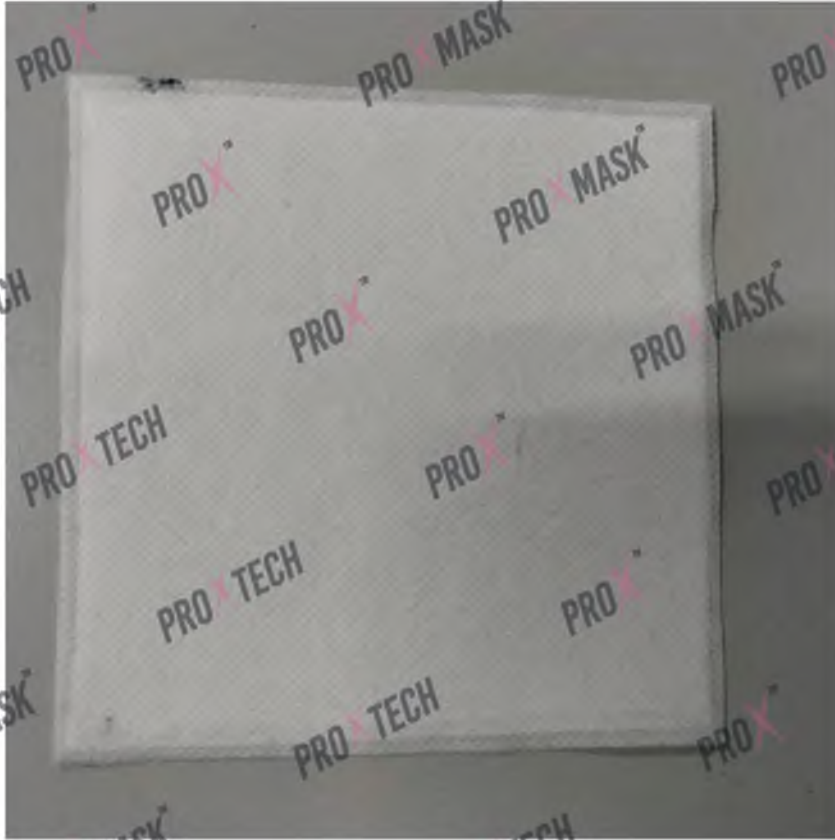


Figure 1. ProXMask Filter

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TEST RESULTS

1. Particles Filtration Efficiency (PFE)

ASTM F2100/F2299

This face mask was tested based on the method for determining particle filtration efficiency described in ASTM F2299 Standard. Mono-dispersed polystyrene latex (PSL) particles were generated and flowed through the test channel at a face velocity of about 5.33 cm/s over an area of about 62.5 cm². The average number of particles that flowed through the test channel without the mask (control count), and the average number of particles that penetrated the mask when it was present (penetrated count) were measured using a laser particle counter. The particle filtration efficiency of the mask was derived from the ratio of the penetrated count to the control count.


Sample	Test Particle size, μm	Particle filtration efficiency (%)
1	0.1	95.7
2	0.1	96.3
3	0.1	97.0
4	0.1	97.1
5	0.1	96.5

The masks were able to filter out 0.1 μm particle size by average 96.5%.

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Joice Anne Bengzon Pena
Laboratory Executive



Dr. Chen Huayi
Assistant General Manager

End of Test Report

TEST REPORT

This Report is issued base on following conditions:

1. The test results reported in this test report shall refer only to the sample tested and shall not refer or be deemed to refer to bulk from which a sample may be said to have been obtained.
2. This report shall not be reproduced except in full without prior authorization from Intertek Testing Services Singapore Pte Ltd.
3. The services are provided subject to terms and condition of the company, which can be furnished upon request.
4. On the basis of the tests and/or inspections undertaken, the sample(s) of the above product have been found to comply with the essential requirements of the referenced specifications at the time the tests and/or inspections were carried out.
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REPORT REVISIONS

Date/ Proj#	Project Handler/ Reviewer	Description of Change
		None

TEST REPORT

INTERTEK TERMS AND CONDITIONS

These terms and conditions, together with any purchase order or fee quote, form the agreement between you (the Client) and the Intertek entity providing the services contemplated therein.

1. INTERPRETATION

1.1 In this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

- (a) **Affiliate** shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
- (b) **Agreement** means this agreement entered into between Intertek and the Client;
- (c) **Confidential Information** means all information in whatever form or medium, which (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to this Agreement; and (b) (i) is disclosed in writing, electronically, orally or otherwise to an Intertek employee and is marked, stamped or identified by any means as confidential by the disclosing party; and (ii) is information, however disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Right(s)** means copyrights, trademarks, patents, patent applications (including the right to apply for a patent), service marks, design rights, trade secrets and other rights (whether registered or unregistered, however existing). **Report(s)** shall mean test reports, laboratory data, calculations, measurements, estimates, certificates and other documents prepared by the Supplier in the course of providing the Services to the Client, together with status summaries or any other communication in any form during the results of work or services performed;
- (e) **Services** means the services set out in any relevant Intertek Proposal, any relevant purchase order or Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (f) **Proposal** means the description of our Services, and an estimate of our Charges, if applicable, provided to the Client by Intertek;

1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any purchase order or invoice issued and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any Report shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that in providing the Services Intertek is obliged to deliver a Report to a third party. Intertek shall be deemed irrevocably authorized to disclose such Report to the applicable third party, for the purposes of this clause an obligation shall arise from instructions of the Client, or where, in the reasonable opinion of Intertek, it is in the interest of the Client, in circumstances, trade, custom, usage or practice.

The Client acknowledges and agrees that any Services provided or reports produced by Intertek are done so within the limits of the scope of work agreed between the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on Reports issued by Intertek is limited to the facts and representations set out in the Report and do not represent Intertek's analysis of facts, information, documents, samples or other materials in existence at the time of the performance of the Services only.

- 2.5 The Client is responsible for ensuring that it uses fit on the basis of such Report, neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abrogate, alter or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any applicable safety rules and regulations and any other reasonable security requirements made known to them by the Client in accordance with Clause 4.3(f);
- (d) that the Services produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not cover the infringement in whole or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.2 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) to the fullest extent permitted by law, excluded from this Agreement. No performance, condition, oral or other information or advice provided by Intertek (including its agents, subcontractors, employees or other representatives) will create a warranty otherwise increase the scope of any warranty provided.

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;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other entity;
- (c) that any information, samples and related documents (or any agents or representative) supplies to Intertek (including its agents, sub-contractors and employees) is true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's expense.

- (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, constitute any legal rights (including Intellectual Property Rights) of any third party.
- (f) that the Client shall acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Report on the benefit of any Services.

4.3 The Client further agrees:

- (a) to cooperate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorized to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information and/or other documentation necessary for the execution of the Services in a timely manner. Intertek is enabled Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged, whether destroyed in the course of testing as part of the necessary testing process and undertakes to Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc. to provide instructions and feedback to Intertek in a timely manner;
- (d) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (e) prior to Intertek attending any premises for the provision of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (f) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (g) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services, including any instances where any product, information or technology may be restricted or banned from or to or from a country that is restricted or banned from such transaction;
- (h) to comply with the assistance of a certificate, to inform and advise Intertek immediately of any changes during the duration of the Services and to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (i) 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;
- (j) in no event, will the contents of any Report or any extracts, excerpts or parts of any Reports be distributed or published without the written consent of Intertek (such consent not to be unreasonably withheld) in each instance.
- (k) that any and all advertising, promotion, materials or any statements made by the Client will not give a false or misleading impression of any third party concerning the Services provided by Intertek.

4.4 Intertek shall be neither liable for breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client 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 by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The parties agree that the Services are provided on the terms set out in the conditions set out or referred to in this Agreement, and that this Agreement shall take precedence over any terms and conditions which the Client has provided or may provide to Intertek, whether in a purchase order or any other document.
- 5.2 Upon submission of samples or any other testing material or commencement of the Services, from the Client to Intertek shall be deemed to be conclusive evidence of the Client's acceptance of this Agreement.
- 5.3 The Client shall pay Intertek the charges as set out in any proposal or otherwise agreed in writing to the Client.
- 5.4 If pricing for the Services and/or rates are subject to change between the execution of the Contract and the completion date of the Contract, Intertek has the right to adjust the charges.

5.5 Charges are expressed exclusive of any applicable taxes. The Client shall be responsible for applicable taxes. Charges at the rate and in the manner prescribed by law, within the 10 business days of the issue by Intertek of a valid invoice.

- 5.6 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.7 The Charges represent the total fees payable by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.8 Intertek will issue an electronic invoice to the Client each month as the Services progress. An electronic invoice may be sent by email and is deemed to have been delivered to the Client upon receipt of such email. Intertek's obligation to fulfil any request by the Client for a paper copy to be paid by post. Any invoice issued shall include a £25 administration fee and the paper invoice must be paid by the Client within the credit terms referred to in 5.9 above.

5.9 If Intertek believes that the Client's financial position and/or payment performance justifies such action, Intertek has the right to demand that the Client immediately furnish security or additional security in a form to be determined by Intertek and/or make an advance payment. If the Client fails to furnish the agreed security, Intertek has the right, without prejudice to its other rights, to immediately suspend the further execution of all or any part of the Services, and any part of the Services which has already been performed shall become immediately payable.

5.10 If the Client fails to pay within the period referred to in 5.9 above in default of its payment obligations and this Agreement after having been reminded by Intertek, then once that payment is due within a reasonable period, in that case, the Client is liable to pay Intertek, in addition to the credit balance with effect from the date on which the payment became due until the date of payment. The interest rate applied is deemed to be the Bank of England base rate plus 5%. In addition, all collection costs incurred after the Client's default, both judicial and extrajudicial, are for the Client's account. The extrajudicial costs are set at an amount equal to least 10% of principal plus interest without prejudice to Intertek's right to collect the actual extrajudicial costs in excess of this amount. The total of costs comprise all costs incurred by Intertek, even if they exceed the Bank of England base rate.

5.11 If the Client objects to the contents of the invoice, details of the objection must be received by Intertek within 10 business days of receipt of electronic invoice, otherwise the invoice is deemed to have been accepted. Any such objections do not exempt the Client from its obligation to pay within the period referred to in 5.9 above.

5.12 Any request by the Client for certain information to be included in or appended to the invoice must be made at the time of issuing the Proposal. A later request by the Client for changes to the agreed format of the invoice or supplementary information will not discharge the Client from its obligation to pay within the period referred to in 5.9 above. Intertek reserves the right to charge a £25 administration fee per invoice for issuing additional copies of invoices or amending invoice details, format or structure from that agreed in the Proposal. Intertek maintains the right to reject such an invoice.



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request and such a rejection by Intertek of the Client's request will not exempt the Client from its obligation to pay within the period referred to in 5.8 above.

5.13 If actions by the Client result in the degradation of the Services, Intertek has the right to invoice the Client for the cost of all Services needed to date, in such a scenario the Client agrees to pay the invoice within thirty (30) days of the invoice date.

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.

6.2 Any use by the Client (or its Affiliates) of the name "Intertek" or any of Intertek's trademarks or brand names for any marketing, media or publication purposes must be prior approved in writing by Intertek. 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, the Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.

6.4 All Intellectual Property Rights in any Reports, documents, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, documents, graphs, charts, photographs or other material for the purposes of this Agreement.

6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables) and by Intertek to the Client) and the provision of the Services to the Client.

6.6 Both parties shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and shall comply with all applicable requirements of the GDPR.

CONFIDENTIALITY

7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:

- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
- (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:

- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party who has, in each case, the Receiving Party has first advised that person of the obligations under this Clause 7 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any Affiliates, Associates or subcontractors.

7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:

- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 6.6;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation of confidence in respect of its disclosure; or
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.

7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party written notice of the requirement to disclose and where available gives the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.

7.5 Each party shall ensure the compliance by its employees, agents and representatives (whether in the case of Intertek, includes procuring the same from any sub-contractor) with its obligations under this Clause 7.

7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.

7.7 With respect to any Confidential Information, the Client acknowledges that Intertek may retain in its archive for period required by law and insurance purposes, or by the testing and certification rules, all materials necessary to document the Services provided.

8. AMENDMENT

8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

9.1 Neither party shall be liable to the other for any delay in or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:

- (a) war (whether declared or not), civil war, riot, insurrection, act of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning, explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) failure of utility companies such as providers of telecommunication, internet, gas or electricity services.

9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay in or failure or delay in performance of a subcontractor shall only be a Force Majeure Event (as defined above) where the subcontractor is affected by one of the events described above.

9.3 A party's performance is affected by an event described in Clause 9.1 (a "Force Majeure Event") shall:

- (a) promptly notify the other party in writing of the Force Majeure Event, the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible, and continue to provide Services that remain unaffected by the Force Majeure Event;
- (c) if the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

10.1 neither party excludes or limits liability to the other party:

- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) its own fraud (or that of its directors, officers, employees, agents or sub-contractors).

10.2 SUBJECT TO CLAUSE 10.1, THE MAXIMUM AGGREGATE LIABILITY OF INTERTEK IN CONTRACT, TORT INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY BREACH OF THIS AGREEMENT OR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE SERVICES TO BE

PROVIDED IN ACCORDANCE WITH THIS AGREEMENT SHALL BE THE FULL VALUE OF CHARGES UNDER THIS AGREEMENT.

10.3 INTERTEK SHALL NOT BE LIABLE TO THE CLIENT IN CONNECTION WITH THE SERVICES INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE:

- (a) LOSS OF PROFITS;
- (b) LOSS OF SALES OR BUSINESS;
- (c) LOSS OF OPPORTUNITY (INCLUDING WITHOUT LIMITATION IN RELATION TO THIRD PARTY AGREEMENTS OR CONTRACTS);
- (d) LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION;
- (e) LOSS OF ANTICIPATED SAVINGS;
- (f) COST OR EXPENSE INCURRED IN RELATION TO MAKING A PRODUCT RECALL;
- (g) ANY LOSS OF ACQUISITION OF SOFTWARE, DATA OR INFORMATION; OR
- (h) ANY INDIRECT, CONSEQUENTIAL LOSS, PUNITIVE OR SPECIAL LOSS EVEN WHEN ADVISED OF THEIR POSSIBILITY.

10.4 A CLAIM BY THE CLIENT AGAINST INTERTEK (ALWAYS SUBJECT TO THE PROVISIONS OF THIS CLAUSE 10) MUST BE MADE WITHIN NINETY (90) DAYS AFTER THE CLIENT BECOMES AWARE OF ANY CIRCUMSTANCES GIVING RISE TO ANY SUCH CLAIM. FAILURE TO GIVE SUCH NOTICE OF CLAIM WITHIN NINETY (90) DAYS SHALL CONSTITUTE A BAR OR IRREVOCABLE WAIVER TO ANY CLAIM, EITHER DIRECTLY OR INDIRECTLY, IN CONTRACT, TORT OR OTHERWISE IN CONNECTION WITH THE PROVISION OF SERVICES UNDER THIS AGREEMENT.

11. INDEMNITY

11.1 The Client shall indemnify and hold Intertek, its officers, employees, agents, Affiliates, subcontractors and sub-contractors harmless against any and all claims, suits, liabilities (including costs of litigation and attorney's fees), arising, directly or indirectly, out of or in connection with:

- (a) any claims or suits for 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 or judicial authority;
- (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 to the Client, its directors, officers, representatives, contractors and sub-contractors;
- (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above; or
- (d) any claims made by any third party for loss, damage, expense or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (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 trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any analysis, conclusions of the Client (or any third party to whom the Client has provided access) based in whole or in part on the Reports, if applicable.

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

12. INSURANCE POLICIES

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 insurance and property 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 any location belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for Intertek employees.

13. TERMINATION

13.1 This Agreement shall commence upon the first day on which the Services are commenced and 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 a period of thirty (30) days after written notice has been dispatched by that Party by recorded delivery and requiring the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment;
- (c) either party on written notice to the other in the event that the other becomes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an insolvency receiver is appointed, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business;

13.3 In the event of termination of this Agreement for any reason and without prejudice to any other rights or remedies that may be available, the Client shall pay Intertek for all 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. It shall not affect any provision which is expressly or by implication intended to come into force or continue in force on or after 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 subcontractors when necessary. Intertek may also 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

16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, the provision shall be severed and the remainder of the provisions shall continue in full force and effect. This Agreement shall be executed without the invalid, illegal or unenforceable provision. If the validity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.

No partnership or agency

16.2 Nothing in this Agreement and no 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 any party the partner, agent or joint representative of the other.

Waivers

16.3 Subject to Clause 10.4 above, any failure or delay in or failure to perform any provision of this Agreement, or to indemnify or hold harmless Intertek or Intertek's employees, agents or subcontractors, or to remedy to which it is entitled, shall not constitute a waiver

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and shall constitute a diminution of the obligations established by 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, collateral contract or other assurance.

16.7 Nothing in this Agreement shall limit any liability for fraudulent misrepresentation.

Third Party Rights

16.8 A person who is not party to this Agreement has no 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 instruments and documents and take such other actions in each case as may be reasonably requested from time to time to give full effect to its obligations under this Agreement.

Whole Agreement

This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by 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.

16.8 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance not expressly set out or referred to in this Agreement.