

CET General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate, quotation, communication, technical consultation, testing result and report, form the agreement between you (the Client) and CET Scientific Services Pte. Ltd. (CET) providing the services contemplated therein.

1. Services mean the services set out in any relevant CET Proposal, any relevant Client purchase order, or any relevant CET invoice, as applicable, and may comprise or include the provision by CET of a report.

2. The services provided by CET under this agreement and any testing data, analysis, memoranda, calculations, estimates, notes, summaries, proposals, reports and other materials prepared by CET in the course of providing the services to the Client, together with any other communication in any form describing the results of any work or services performed shall be only for the Client's use and benefit.

3. The Client acknowledges and agrees that any services provided by CET are done so within the limits of the scope of work agreed with the Client 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 acknowledges and agrees that CET reserves the right to delegate the performance of its obligations hereunder and the provision of the services to one or more of its affiliates, partners and/or subcontractors when necessary. 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 and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or process tested.

4. The Client acknowledges and agrees that the testing data, proposal, report and any other materials related to the services provided by CET to the Client (Service Deliverables) are prepared for the exclusive use of the Client and solely for the purpose of internal use or scientific research. These service deliverables relate only to the sample(s) tested in accordance with the instructions of the Client or, in the absence of such instructions, any relevant trade custom, usage or practice. These service deliverables provide no warranty or verification on the sample(s) representing any specific goods, material and/or shipment and are not intended to be a recommendation for any particular course of action. These service deliverables provide no warranty or verification to meet the predefined expectation results of Client. These service deliverables are not intended to support any legal disputes or forensic evidences. The Client is responsible for acting as it sees fit on the basis of such service deliverables provided by CET. Neither CET nor any of its employees, partners, agents, representatives or subcontractors shall be liable to the Client for any actions taken or not taken on the basis of such service deliverables. These service deliverables do not discharge or release the Client (being as factory/sellers/suppliers) from their commercial, legal or contractual obligations with buyers or end-users in respect of products provided by the Client.

5. Unless CET provide or express prior written consent, no part of the service deliverables provided by CET to the Client shall be reproduced, distributed or communicated to any third party. CET do not accept any liability if these service deliverables are reproduced, distributed or communicated without prior written consent from CET, nor do CET owe any duty of care to any third party in respect of these service deliverables.

6. The Client warrants that any information, samples and related documents supplied by the Client (or any of its agents or representatives) to CET (including its employees, agents, representatives, partners and subcontractors) are true, accurate, representative, complete and are not misleading in any respect. The Client further acknowledges that CET 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. The Client acknowledges and agrees to notify CET promptly of any risk, safety issues, incidents or legal disputes in respect of any item delivered by the Client. The Client further warrants that any information, samples or other related documents provided by the Client to CET will not, in any circumstances, infringe any legal rights (including intellectual property rights) of any third party. The Client acknowledges and agrees that CET cannot fully verify the authenticity, representation and integrity of the information, samples and documents supplied by the Client (or any of its agents or representatives), and CET does not take any responsibilities arising therefrom.

7. The Client acknowledges and agrees that any samples provided by the Client to CET will be collected or disposed 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, CET reserves the right to destroy or dispose the samples at the Client's cost.

8. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold CET harmless from any and all responsibility for such alteration, damage or destruction.

9. All intellectual property rights in any reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by CET pursuant to this agreement shall belong to CET. The Client shall have the right to use any such reports, document, graphs, charts, photographs or other material for the purposes of this agreement.

10. CET acknowledges and agrees to keep the confidential information confidential, by applying the standard of care that it uses for its own confidential information. CET further agrees to use the confidential information only for the purposes of performing services under this agreement and not to disclose the confidential information to any third party without the prior written consent of the Client. The Client acknowledges and agrees that CET may disclose the Client's confidential information on a "need to know" basis to CET's employees,

partners, agents, representatives or subcontractors for the purposes of performing obligations under this agreement.

11. CET is not liable to the Client for any delay in performing or failure to perform any obligations under this agreement to the extent that such delay or failure to perform is a result of force majeure events (such as war, natural disasters, strikes, labor disputes and failures of utilities). CET expressly disclaims any liability to the Client as an insurer or guarantor.

12. CET excludes or limits liability to the Client: (a) for death or personal injury resulting from the negligence of the Client (or its directors, officers, employees, agents or subcontractors); (b) for the Client's own fraud (or that of its directors, officers, employees, agents or subcontractors).

13. Subject to clause 12, the maximum aggregate liability of CET 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 amount of charges paid by the client to CET under this agreement.

14. Subject to clause 12, CET shall not be liable to the Client in contract, tort (including negligence and breach of statutory duty) or otherwise for any: (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 expenses incurred in relation to making a product recall; (g) loss of use or corruption of software, data or information; or (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).

15. Any claim by the client against CET (always subject to the provisions of the clauses 12, 13 and 14) must be made within sixty (60) days after the client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within sixty (60) 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.

16. The Client shall indemnify and hold harmless CET, its employees, agents, representatives, partners and subcontractors from and 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 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 or judicial authority; (b) any 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 CET, its employees, agents, partners, representatives and subcontractors; (c) any claims or suits arising as a result of any misuse or unauthorized use of any reports any service deliverables issued by CET; (d) any claims arising out of or relating to any third party's use of or

reliance on any reports or any service deliverables issued by CET, conclusions of the Client (or any third party to whom the Client has provided the reports and service deliverables) based in whole or in part on the reports and service deliverables issued by CET, if applicable.

17. 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 the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this agreement, CET and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.