



**Test Report** 

No: GZCPCH150701371.1

Date: 2015-07-31

Client name:

Nano and Advanced Materials Institute Limited & Profit Royal Pharmaceutical

Client address:

Unit 517, Lakeside 1, No.8 Science Park West Ave. Hong Kong Science Park,

Shatin, Hong Kong & RM 1211, 12/F., Sunbeam Centre, 27 Shing Yip Street,

Kwun Tong, Kowloon.

Sample name:

**NASK Mask** 

No.:

40

Batch No .:

S150408

Date: Manufacturer: 2015 April 8th Profit Royal Pharmaceutical Ltd

The above sample information was submitted and identified by the clients.

SGS job No.:

GZCPCH150701371

Date of receipt:

2015-07-10

Testing period:

2015-07-10~2015-07-31

TEST(S) REQUESTED:

Selected test(s) as requested by applicant:

Acute inhalation toxicity test \*

TEST METHOD(S):

Technical Standard For disinfection, Ministry of Health, PRC, 2002 edition

TEST RESULT(S):

Please refer to next page(s).

CONCLUSION(S):

The acute inhalation toxicity LC<sub>50</sub> of sample is more than 10000 mg/m<sup>3</sup> for 2 hours. According to the acute toxic classification standard of Acute inhalation toxicity test of Technical Standard For disinfection, Ministry of Health, PRC, 2002 edition, the sample above is classified as actual non-toxic.

Unless otherwise stated the results shown in this test report refer only to the sample(s) tested, and this document cannot be used for publicity without approval of the Company.

Signed for and on behalf of SGS

**Authorized Signature** Queeny Chan

SGS-CSTC Standards Technical Services Co., Ltd. Guangzhou Branch

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008172 GZCPCH

#### GENERAL CONDITIONS OF SERVICE

#### 1. General

- a. Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").
- b. The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").
- c. Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice

#### 2. Provision of Services

- a. The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - 1. the terms of any standard order form or standard specification sheet of the Company;
  - 2. any relevant trade custom, usage or practice, and/or
  - 3. such methods as the Company shall consider appropriate on technical, operation and/or financial grounds.
- b. Information stated in Reports of Findings is derived from the results of inspection or test procedures carried out in accordance with the instructions of Client, and/or our assessment 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.
- c. Reports of Findings issued further to the testing of samples contain the Company's opinion those samples only and do not express any opinion upon the lot from which the samples drawn.
- d. Should Client request that the Company witness any third party inervention, Client agrees that the Company's sole responsibility is to be present at the time out the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.
- e. 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 2(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
- f. The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- g. Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company
- h. Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their 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.
- i. All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be bille a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

# 3. Obligations of Client

- a, ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be
- b. 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 the services;
- c. Supply, if required, any special equipment and personnel necessary for the performance of the services.
- d, ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- e, Inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons
- f. Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law

#### 4. Fees and Payment

a. Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

- b. Client will promptly pay not later than 30 days from the relevant invoice date (the "Due Date") all fees due to the Company falling 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 fixed 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
- f. In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- g. 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 clause 3 above the Company shall nevertheless be entitled to payment of:
  - 1. the amount of all non-refundable expenses incurred by the Company; and
  - 2. a preportion of the agreed fee equal to the proportion of the services actually carried out.

    Sespension or Termination of Services

- ne Company shall be entitled to immediately and without liability either suspend or terminate of the services in the event of
- vailure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or

b. any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

#### 6. Liability and Indemnification

- a. Limitation of Liability
  - 1. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
  - 2. Reports of Findings are issued on the basis of information, documents and/or samples 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 Reports of Findings. 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 Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
  - 3. 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.
  - 4. The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser
  - 5. The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client,
  - 6. 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
    - (i) the date of performance by the Company of the service which gives rise to the claim or
    - (ii) the date when the service should have been completed in the event of any alleged non-performance.
- b. Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services,

#### 7. Miscellaneous

- a. If any one or more provisions of these General 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. During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

#### 8. 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 taws. All those disputes shall be submitted to the exclusive jurisdiction of the competent courts of the location of the registered offices of the Company.



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# TEST RESULT(S):

Test Method: Technical Standard For disinfection, Ministry of Health, PRC, 2002 edition

Test environment: SPF animals house, certificate No. SYXK 2013-0086, Guangdong. Room temperature 22±1℃, Relative humidity 60±5%.

Experimental animals and feed: 30 Healthy SPF Kunming mice were randomly selected, in half respectively male and female, weighing 18.0~20.0g. Animals and feed were supplied by Guangdong Medical Experiment Animal Center, certificate No. SCXK 2013-0002, Guangdong. Animal certificate No. 44007200021332.

Preparation of Sample: As client's requested, took 5 samples and added distilled water 1000mL and stirred uniformly, 37°C bathed for 24 h. After cooled to room temperature, took the extract as test substance.

Exposure concentrations of Sample. The preliminary exposure concentrations was 10000 mg/m³ for 2h, no obvious toxic signs and death were found. Limite test exposure concentrations was 10000 mg/m³ for 2h.

# Test procedures:

Exposure equipment: A dynamic inhalation equipment was used, type HOPE-MED 8050. The duration of exposure was 2h after equilibration of the chamber.

Exposure condition: Airflow rates: 3.6 m<sup>3</sup>/h, chamber vol: 0.3m<sup>3</sup>, totalled 7.5 m<sup>3</sup>. The temperature:

22±1°C, the relative humidity: 55~85%, oxygen concentrations: 20±0.5%.

The sample relative density: 992 mg/mL. Fasted during exposure, water was also withheld. After exposure, ordinary diet.

Observation: Experimental observation lasted for 14 days. Recorded signs of toxicity and death of animals every day, individual weights of animals in weekly intervals. At the end of the test surviving animals were weighed and then humanely killed, record necropsy findings. Calculated LC<sub>50</sub>.

# TEST RESULT(S):

After exposure 14 days, no obvious toxic signs and death were observed. No obvious change were observed in gross necropsy. The 2 h LC<sub>50</sub> was more than 10000 mg/m³. Animals body weight changes and response data and dose level, see the follow table1.

Table 1 Result of inhalation toxicity test for animals

sex	Concentration (mg/m³)	Test animals (n)	Body Weight ( $\overline{X}$ ±SD) (g)			Death Animals	Mortality
			0	7d	14d	(n)	(%)
female	10000	10	19.25±0.25	26.47±0.58	31.63±1.28	0	0
male	10000	10	19.39±0.31	29.66±0.93	33.64±1.75	0	0

Remark: \* Test was carried out by external laboratory assessed as competent.

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GZCPCH 008173

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- d. ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not:
- e. inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons
- f. Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law

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# Suspension or Termination of Services

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- ballure by the Client to comply with any of its obligations hereunder and such failure is not emedied within 10 days that notice of such failure has been notified to Client; or
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  - 2. Reports of Findings are issued on the basis of information, documents and/or samples 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 Reports of Findings. 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 Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company
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  - 4. The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
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  - 6. 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
    - (i) the date of performance by the Company of the service which gives rise to the claim; or
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#### 7. Miscellaneous

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**Test Report** 

No: GZCPCH150701371.1

Date: 2015-07-31

### Annexed information:

The acute toxic classification standard of Acute inhalation toxicity test specified in Technical Standard For disinfection, Ministry of Health, PRC, 2002, edition, 2.3.2.4 Evaluate rule Toxicity assess of disinfectant:

LC<sub>50</sub> of sample is greater than 10000 mg/m³ for 2 hours, this is classified as actual non-toxic; LC<sub>50</sub> of sample is between 1001 mg/m³ and 10000 mg/m³ for 2 hours, this is classified as low-toxic; LC<sub>50</sub> of sample is between 101 mg/m³ and 1000 mg/m³ for 2 hours, this is classified as moderate toxic; LC<sub>50</sub> of sample is between 10 mg/m³ and 100 mg/m³ for 2 hours, this is classified as high toxic; LC<sub>50</sub> of sample is less than 10 mg/m³ for 2 hours, this is classified as severe toxic;

SAMPLE DESCRIPTION:

Blue and white mask sample



\*\*\* End of Report\*\*\*

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#### 2. Provision of Services

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- g. Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- h. Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their 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
- i. All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred

### 3. Obligations of Client

The Client will:

- a, ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be
- b. 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 the services;
- c. Supply, if required, any special equipment and personnel necessary for the performance of the services:
- d. ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- e, inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.
- f. Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law,

#### 4. Fees and Payment

a. Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and applicable taxes shall be payable by Client.

- 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 fixed 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
- f. In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services
- g. If the Company is unable to parform all or part of the services for any cause whatsoever outside the Company's cornel including failure by Client to comply with any of its obligations provided for in clause 2 accept the Company shall nevertheless be entitled to payment of:
  - 1, 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.

# Suspension or Termination of Services

- The Company shall be entitled to immediately and without liability either suspend or terminate of the services in the event of:
- a failure by the Client to comply with any of its obligations hereunder and such failure is not emedied within 10 days that notice of such failure has been notified to Client, or
- b. any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

#### 6. Liability and Indemnification

- a. Limitation of Liability:
  - 1. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain
  - 2. Reports of Findings are issued on the basis of information, documents and/or samples 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 Reports of Findings. 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 Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company
  - 3. 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.
  - 4. The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
  - 5. The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client
  - 6. 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
    - (i) the date of performance by the Company of the service which gives rise to
    - (ii) the date when the service should have been completed in the event of any
- b. Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsdever arising relating to the performance, purported performance or non-performance, of any services.

## 7. Miscellaneous

- a. If any one or more provisions of these General 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. During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- c. Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

# 8. 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.