

Test Report

No: GZCPCH150701371.2

Date: 2015-07-31

Client name:

Nano and Advanced Materials Institute Limited & Profit Royal Pharmaceutical

Ltd.

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 2015 April 8th

Date: Manufacturer:

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 oral toxicity test *

TEST METHOD(S):

16 CFR 1500.3, Acute Oral Toxicity Test

TEST RESULT(S):

Please refer to next page(s).

CONCLUSION:

According to definition of 16 CFR 1500.3, the acute oral LD_{50} of the test substance in mouse was greater than 5000 mg/kg \cdot bw. The sample is classified as practice non-toxic grade, and exemption from "DANGER" label.

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 Zh

SGS-CSTC Standards Technical Services Co.,Ltd. Guangzhou Branch
Page 1 of 3 RAND: 4685116



This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at http://www.sgs.com/en/Terms-and-Conditions.aspx and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at http://www.sgs.com/en/Terms-and-Conditions/Terms-e-Document.aspx. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested.

GZCPCH 008175

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(si") shall be governed by these general conditions of service (hereinafter the "General Conditions").
- b. The Company may perform services for persons or entitles (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

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, operate and/or financial grounds.
- b. Information stated in Reports of Findings is derived from the results of inspec 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 on 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 principal those samples only and do not express any opinion upon the lot from which the sample drawn.
- d. Should Client request that the Company witness any third party intervention. Client agrees that the Company's sole responsibility is to be present at the time of the mer 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
- 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 ass 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 performed;
- 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 at 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.
- a. If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control valuding failure by Client to comply with any of its obligations provided facility clause 3 above the Company shall nevertheless be entitled to payment of:
 - the amount stall non-refundable expenses incurred by the Company; and
 - a preparion of the agreed fee equal to the proportion of the services actually samed out.

Suspension or Termination of Services

- The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:
- a Pallure by the Client to comply with any of its obligations hereunder and such failure is not nedled 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 Incemnification

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.
- 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 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.
- 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 cut 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



Test Report

No: GZCPCH150701371.2

Date: 2015-07-31

TEST METHOD(S):

Test Method(s): 16 CFR 1500.3, Acute Oral Toxicity Test

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

Experimental animals and feed: 10 Healthy SPF Kunming mice (5 females and 5 males) were selected, weighing 18.0 ~ 20.0 g. Animals and feed were supplied by Guangdong Medical Experiment Animal Center, certificate No. SCXK 2013-0002, Guangdong Animal certificate No. 44007200021332.

Preparation of Sample: Cutting the sample into pieces. Took 25.0 g of sample and added distilled water to 100 mL. The solution was stirred uniformly, 37 °C bathed for 2 h. After cooled to room temperature, took the extract as test substance.

Test procedure:

Dose: The the preliminary test dose was 5000 mg/kg · bw. No obvious toxic signs and death were found. Therefore, Main study administration dose was 5000 mg/kg · bw.

Administration of Doses: The test substance was administered in a single dose by gavage using a stomach tube, 0.2ml/10g · bw. Fasted for 16 hours prior to dosing, water was available any time. After the substance had been administered, ordinary diet.

Observation: Experimental observation lasted for 14 days. Recorded signs of toxicity and death of animals every day, and calculated LD_{50} .

TEST RESULT(S):

After dosing, no obvious toxic signs and death were found, and the LD_{50} is greater than 5000 mg/kg \cdot bw.

The result of acute oral toxicity test

Dose(mg/kg · bw)	Female(n)		Male(n)	
	Test animals	Death animals	Test animals	Death animals
5000	5	0	5	0

^{*} The test was carried out by external laboratory assessed as competent.

SGS-CSTC Standards Technical Services Co.,Ltd. Guangzhou Branch
Page 2 of 3 RAND: 4685116



This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at http://www.sgs.com/en/Terms-and-Conditions.aspx and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at http://www.sgs.com/en/Terms-and-Conditions/Terms-e-Document.aspx. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested.

GZCPCH 008176

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 entitles (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:
 - the terms of any standard order form or standard specification sheet of the Company;
 and/or
 - 2 any relevant trade custom, usage or practice; and/or
 - such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- b. 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.
- c. Reports of Findings issued further to the testing of samples contain the Company's opinion or those samples only and do not express any opinion upon the lot from which the samples were drawn.
- d. Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention, offent 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 billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

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 neglected.
- 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;
- 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;
- 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 Paymen

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 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 costs.
- 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:
 - I, 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 provision 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 remedled 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:
 - The Company is neither an insurer nor a guaranter 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 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.



Test Report

No: GZCPCH150701371.2

Date: 2015-07-31

SAMPLE DESCRIPTION:

Blue and white mask sample

Photo Appendix

1371

*** End of Report***

SGS-CSTC Standards Technical Services Co.,Ltd. Guangzhou Branch
Page 3 of 3 RAND: 4685116



This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at http://www.sgs.com/en/Terms-and-Conditions.aspx and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at http://www.sgs.com/en/Terms-and-Conditions/Terms-e-Document.aspx. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested.

GZCPCH 008177

- 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 retallionship(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 entitles (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, operational and/or financial grounds.
- b. Information stated in Reports of Findings is derived from the results of inspection or procedures carried out in accordance with the instructions of Client, and/or our is sessment of such results on the basis of any technical standards, trade custom of practice, or other circumstances which should in our professional opinion be taken into ago
- c. Reports of Findings issued further to the testing of samples contain the Company's applications of those samples only and do not express any opinion upon the lot from which the samples were drawn.
- d. Should Client request that the Company witness any third party intercention, Client agrees that the Company's sole responsibility is to be present at the time of the how party's intervention and to forward the results, or confirm the occurrence, of the intervention straint 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, bilts 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 performed:
- 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 failing which interest will become due at the rate of 3 (three) time 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:

 - the amount of plinon-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 ser of the services in the event of:
- a lastire by the Client to comply with any of its obligations hereunder and such failure is not hedied 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.
 - 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.
 - 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

- 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.