








AUDIT/VERIFICATION APPLICATION FORM (CM/GSV/MQP/SQP/TGI/WCA)

Section 1: Service request 服務需求

1.A-INTERTEK COMMUNITY'S PROGRAMS INTERTEK 稽核方案

- | | | | |
|--------------------------|---|-----|--|
| <input type="checkbox"/> |  | CM | Chemical Management - An approach to verify the Health & Safety Handling and Discharge of the Chemicals in Supply Chain |
| <input type="checkbox"/> |  | GSV | Global Security Verification - An evaluation on facility's security procedures and systems in accordance with U.S. Government and other supply chain security requirements |
| <input type="checkbox"/> |  | MQP | Mill Quality Program - An evaluation on quality, social and environmental performance of fabric mills |
| <input type="checkbox"/> |  | SQP | Supplier Qualification Program - An evaluation on supplier's quality management system, product control, process control, etc. |
| <input type="checkbox"/> |  | TGI | Think Green Initiative - An Environmental sustainability assessment that evaluates environmental compliance performance, environmental management system, pollution prevention and sustainability practices in various environmental areas |
| <input type="checkbox"/> |  | TQP | Trim Qualification Program - An evaluation on supplier's trim quality management system, product control, process control, etc. |
| <input type="checkbox"/> |  | WCA | Workplace Conditions Assessment A social compliance audit aligned with industry standards and best practices to improve working conditions in supply chain |

1.B-INDUSTRY ASSOCIATION PROGRAMS 產業組織方案

- BSCI EICC ICS SA8000 WRAP OTHER _____

1.C- CLIENT SPECIFIC PROGRAMS 客戶特定方案

Client Program (please specify client name): 客戶方案 (請填寫客戶名稱)

1.D- AUDIT TYPE & AUDIT DATE 稽核類型&稽核日期

- | | | |
|---------------------------------|--|---|
| Audit Type:
稽核類型 | <input type="checkbox"/> Initial Audit 初次審核 | <input type="checkbox"/> Annual Audit / Renewal Audit
年度稽核 |
| | <input type="checkbox"/> Follow-up Audit 追蹤稽核 | <input type="checkbox"/> Other _____ |
| Audit Announcement:
是否通知稽核日期 | <input type="checkbox"/> Announced: 可通知稽核日期 | <input type="checkbox"/> Unannounced 不通知稽核日期 |
| | <input type="checkbox"/> Announced with Window period:
僅告知稽核區間 · 不得告知日期 | _____ |

Desired Audit Date (DD-MM-YYYY):

期望的稽核日期

Section 2: Information of applicant 申請方資訊



2.A-Information of applicant 申請方資訊

Company Name 公司名稱 (中/英)	English		
	Local Language		
Address 地址(中/英)	English		
	Local Language		
Contact Person's Name & Title 聯絡人姓名&職稱			Telephone Number 聯絡電話
E-mail address 電子信箱			Fax Number 傳真號碼

2.B-Information of vendor (If Applicable) 中間商資訊 (如適用)

Company Name 公司名稱 (中/英)	English		
	Local Language		
Address 地址(中/英)	English		
	Local Language		
Contact Person's Name & Title 聯絡人姓名&職稱			Telephone Number 聯絡電話
E-mail address 電子信箱			Fax Number 傳真號碼

Section 3: Invoiced details 開立發票所需資訊

Company Name (English & Local Language) 公司名稱 (中文&英文)
Address (English & Local Language) 公司地址 (中文&英文)
Contact Name 聯絡人姓名
Telephone Number 聯絡電話
E-mail Address 電子信箱
Tax number (if applicable) 統一編號 (如適用)

Section 4: Details of physical facility to be assessed 被稽核工廠端資訊



Company Name (English & Local Language) 公司名稱 (中文&英文)	English	
	Local	
Address (English & Local Language)	English	
	Local	
Additional sites (address) 公司名稱 (中文&英文)	Provide address if the facility has additional sites remote from the premises:	
Location of the Employee Documents 員工文件管理處	Provide address if employee documents (e.g. HR / Pay Roll/ Time Attendance Records) are stored in a different location:	
Primary Facility Contact & Title 工廠主要聯絡人姓名及職稱	Secondary Facility Contact & Title 次要聯絡人姓名及職稱	
E-mail Address 電子信箱	E-mail Address 電子信箱	
Telephone Number 聯絡電話	Telephone number 聯絡電話	
Year of Facility Established 工廠成立年份	Business License Number 商業登記號碼 (如適用)	
Facility Business License/ Permit Expiration Date 工廠商業登記證到期日	Business License/ Permit is issued by: 商業登記核發單位	
Production Process 生產流程	Full production on proposed audit date 稽核當天是否有完整生產流程	<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否
Product Classification of Manufacturing 產品產業類別	<input type="checkbox"/> Home communications, entertainment & hobby equipment 家庭通訊·娛樂和嗜好設備 <input type="checkbox"/> Furniture and Furnishings 傢俱和家居 <input type="checkbox"/> House appliance 家電 <input type="checkbox"/> Housewares (non-powered) 家庭用品 (非電氣) <input type="checkbox"/> Chemicals & chemical products 化學品及化學產品 <input type="checkbox"/> Home workshop apparatus tools 家庭工作坊儀器和工具 <input type="checkbox"/> Yard and garden 園藝設備 <input type="checkbox"/> Child nursery equipment & supplies 兒童設備和用品 <input type="checkbox"/> Personal use items 個人用品	<input type="checkbox"/> Sports and Outdoor Recreation Equipment 體育和戶外遊樂設備 <input type="checkbox"/> Packaging and Containers 包裝和容器 <input type="checkbox"/> Toys 玩具 <input type="checkbox"/> Personal care items 個人護理用品 <input type="checkbox"/> Auto Part & Accessory 汽車零件及配件 <input type="checkbox"/> Beverage & Food 飲料食品 <input type="checkbox"/> Pet related products 寵物相關產品 <input type="checkbox"/> Medicine 醫藥 <input type="checkbox"/> Raw Material 原物料 <input type="checkbox"/> Miscellaneous Products 雜項 <input type="checkbox"/> Servicing Facilities 服務行業 <input type="checkbox"/> Other 其他 _____



	<input type="checkbox"/> Garments, Footwear & Accessories 服裝 · 鞋類及配件			
Facility Size 工廠面積	Facility Land Size (m2) 佔地面積 (平方公尺)			
	Total Facility Floor Size (m2) 總樓層面積 (平方公尺)			
Number of Buildings 建築物數量	Production 生產線		Dormitory 宿舍	
	Warehouse 倉庫		Other (specify) 其他 (請舉列)	
Onsite Service Providers (e.g. security, janitor) 現場外聘人員 (例如：警衛、宿舍管理員等)	Provide name of each service provider and roles: 請提供外聘公司名稱及負責職務			
Number of Employee Breakdown 員工人數細分	Permanent Employee 全職人員		Temporary/ Agency 計時人員/ 約聘人員	
	Migrant labour 外籍員工		Home workers 家庭員工	
Gender Breakdown 性別細分	Female 女性		Male 男性	
Employee Type Breakdown 雇員方式細分	# of Production Employees 生產線員工人數		# of Office / Admin staff 辦公室員工人數	
	# of Management 管理階層人數			
Language Spoken by Employee 員工所使用語言	Language 1:		Total workforce in % 佔員工總數百分比	%
	Language 2:		Total workforce in % 佔員工總數百分比	%
Language Spoken by Management 管理層使用語言	Language 1:		Language 2:	

Section 5: This Part is for GSV Only 僅針對反恐稽核

	Yes	No		Yes	No
Warehouse(s) customs bonded? 是否屬於海關保稅倉庫?	<input type="checkbox"/>	<input type="checkbox"/>	Perishables 是否為易腐爛的產品?	<input type="checkbox"/>	<input type="checkbox"/>
Facilities located in a Free-Trade Zone? 企業是否位於自由貿易區/保稅區?	<input type="checkbox"/>	<input type="checkbox"/>	Chemicals 是否為化學品?	<input type="checkbox"/>	<input type="checkbox"/>
High Value Parts 是否為高額保值產品?	<input type="checkbox"/>	<input type="checkbox"/>	Munitions / Dual Use 是否為軍需品?	<input type="checkbox"/>	<input type="checkbox"/>



Hazardous 是否或含有危險原料?	<input type="checkbox"/>	<input type="checkbox"/>
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Section 6: Quotation and Confirmation by Intertek Intertek 報價確認

Proposed Date of On-site Audit (DD-MM-YYYY) 提供之稽核日期		Man-day Required 所需人工天	
Audit Fee 稽核費用		Approximate Cost of Travelling Expenses 差旅費用	
Date of Quotation (DD-MM-YYYY) 報價日期			

Section 7: Declaration of Consent 同意聲明

1. Declaration of Consent for Intertek Programs ONLY -CM/GSV/MQP/SQP/TGI/TQP/WCA

- a. The goal of the Intertek Programs is to help the manufacturing and export community to eliminate redundant assessments/audits. Manufacturers/facilities that voluntarily choose to participate in these Programs agree to an on-site independent assessment/audit, to measure and verify the compliance of their operation/management systems with the standards outlined in the relevant Programs.
- b. By signing this application form, the Applicant waives any right of confidentiality and expressly authorizes Intertek to share the results of a successful audit (i.e. when the manufacturer/facility has met the minimum requirements to be granted an Achievement Award / ROP) with Intertek's other standard community where the facility currently or plans to produce merchandise for sale, as evidence of accomplishing supply chain obligations.
- c. The Applicant agrees that Intertek is entitled to list the Achievement Award / ROP information i.e. company name, registration number, award number, date of award, and expiry date etc. on the Achievement Award / ROP directory which will be posted on the related website for the Programs.
- d. Unless otherwise agreed between the parties, the Applicant agrees that a copy of the audit report and of the physical Achievement Award / ROP (if any) will be issued to the facility/manufacturer audited.
- e. Legal Facility name must be provided at the Audit Application stage. Any changes or updates in facility name after audit completion that will result in report and/or Achievement Award being reissued will incur a \$100.00 change fee
- f. By signing below, the Applicant agrees and expressly authorizes Intertek to share any previous or current audits reports issued under the TQP Program with Member Retailers. Applicant expressly consents to such action by the participating Member Retailers. Further, Intertek may disclose to a Member Retailer if such Applicant is "participating or "qualified" in the Program. The companies listed as Member Retailers may change from time to time and without notice to the Applicant.
- g. The follow up audit (if applicable) shall be completed within 6 months from initial/annual/renewal audit, otherwise, no Achievement Award could be granted. To make sure Intertek receive the requisition form, kindly follow up with a phone call.

Note: Achievement Award Performance Criteria

- TGI and WCA: Overall score 85 or above and without Zero Tolerance or Major Finding.
- MQP: Overall score 85 or above, without red score in the individual sections.
- SQP: 85 score or above and without Major Finding.
- GSV ROP: 76 score or above
- CM: Overall score 85 or above, no critical or major finding, and all business activities fall into the business license are evaluated



2. Declaration of Consent all programs except otherwise specified:

- a. Unless otherwise specify, it is the responsibility of Applicant, prior to apply for this audit services, to seek the permission from the facility/manufacturer to be audited for Intertek to share the results of the audit with the relevant clients requesting for the audit
- b. The facility must ensure that the relevant audit document is available at the location of the audit at time of the audit. Failure to have proper documents on-site at the time of the audit may result in issuance of nonconformity.
- c. The facility should be in full operation at the time of audit, otherwise it may result in cancellation of audit

Please specify the exception: _____



Section 8: Special Disclaimer

According to Intertek's company policy, benefit of any kind should not be offered to any of Intertek staff. Applicant/Facility to be assessed ("Facility") hereby acknowledges and agrees that, in the event that the Facility conducts or attempts to conduct improper activities to hamper, tamper or influence the audit process or audit result with or without force ("Improper Influence Activities"), Intertek shall

1. be released of its obligation to provide an audit report based on true finding to replace and correct the report issued because of Improper Influence Activities (if already issued);
2. be released of its obligation of confidentiality and shall be free to report the Improper Influence Activities to the supervising authorities of Intertek and/or of the Facility, and report the threats, violence and other illegal activities of the Facility to public authorities;
3. have the right to inform related third parties including but not limited to the buyers, business partners of the Facility, recipient of the audit reports, etc, of the Improper Influence Activities;
4. have the right to terminate the audit agreement unilaterally, without incurring any liability and reserving the rights of pursuing service fee and claiming any damages incurred by Intertek; and
5. have the right to conduct any other activities, investigations or actions which are reasonably necessary for protection of Intertek's interests, safety of its employees or the reliability of its audit result.

By signing this Audit Application form, we hereby apply for the above services and expressly agree to Intertek General Terms and Conditions of Services as set out on page 6 to 11 of this Audit Application form.

Any amendment to this form should be first reviewed and approved by Intertek before being legally binding;

Date of Application

Applicant/Facility Signature

Important Message: to protect your right and interest, please remain cautious in dealing with any consulting related advertisement and information sent to you by other organization or individual person in the area of social compliance audit or in any related audit area. If you have any question in this respect, please do not hesitate to contact us.



SPECIFIC TERMS & CONDITIONS – AUDITING SERVICES

TERMS	DEFINITION/ CONDITION	RATE
Onsite Audit Access	The facility management's shall be responsible to ensure full cooperation in providing access to all areas of the facility and an appropriate work environment for auditors to conduct their job in accordance with the audit scope. This may include employees for confidential interviewing, documentation for review and other requirements.	/
Booking Lead Time	Applications should be made at least 30 calendar days prior to the desired date.	/
Manday	8 hours spent business and/or traveling with 1 hour break or in compliance with local labor law.	As agreed with client
Normal Business Day	Monday to Friday or in compliance with local labor law and customs	/
Working/Traveling on Holidays Charge (Saturday, Sunday or Public Holiday)	Holidays and Weekends will vary depending on local law and customs. A surcharge will be applied for work and travel on such days.	50% surcharge of audit fee
Audit Preparation, Administration / Scheduling & General administration fee for audit scheduling, preparation and report writing. Report Writing		As agreed with client
Express Booking	For audit booking within 5 working days from desired audit date.	50% surcharge of audit fee
		Within 2 Business Days: 100% of the audit fee plus expenses already incurred
		More than 2 and within 5 business days: 50% of the audit fee plus expenses already incurred
Late Cancellation & Rescheduling Charge	If notice of cancellation or rescheduling is made prior to the committed <i>audit date</i> (or start date of the semi-announced audit window), the indicated billing party will be responsible for the following audit fees and expenses:	Within 10 Business Days: For audit locations where Intertek has to <u>fly</u> in auditors, the indicated billing party will be responsible for 100% of the audit fee plus expenses already incurred
Access Denied Charge	Scheduled audit was not performed on the committed audit date due to the facility management not allowing Intertek auditor to enter or conduct the audit for reason outside the control of the auditor.	100% audit fee plus all expenses incurred
Extra Traveling Time Charge	If travel cannot be completed within the same day of service execution and if the distance from the nearest Intertek office is over 100 km, the traveling time (including the waiting time due to lack of transport resources) will be charged.	- up to 4 hours: 0.5 manday - more than 4 hours: 1.0 manday
Out of Pocket Expenses (OPE)	Other expenses include traveling, hotel expenses (if any), applicable governmental taxes, visa and administrative fee, etc.	Invoiced in accordance with travel cost matrix or pre-approved price agreement
Value Added Tax (VAT)	In countries where legally applicable, Value added taxes will be added to the invoice as per local country practices	Where applicable
Mailing Expenses	Documents, samples, materials, etc. sent to clients or between different offices at the request of the client.	Invoiced at cost plus 10% handling fee
Service Document Re-issuance Charge	Any changes other than Intertek own corrections required after the original document has been issued (report or certificate)	US 30 per copy
Payment Terms	Net 30 days from the end of the month during which the invoice is issued. If the service is invoiced to parties other than buyer/client (e.g. agent, supplier/ facility, etc.), full prepayment term will be applied. Any late payment shall incur, after a prior notice of Intertek, a penalty equal to the balance due at the rate of 2% per month from the invoice due date until payment receipt. Intertek reserves the right to suspend services and/or change payment terms to full pre-payment due to credit issue or other issues deemed appropriate.	2% per month from the invoice due date
Liability	The liability of Intertek in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by Intertek shall in no circumstances exceed a total aggregate sum equal to the amount of the fee payable in respect of the specific service required under the particular contract with Intertek which gives rise to such claims provided however that Intertek shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and or cancellation of contracts entered into by the Principal.	The amount of the audit fee
General Conditions	Unless expressly agreed otherwise in writing by the parties, all activities of Intertek are governed by Intertek General Terms and Conditions of Services ("General T&C") which is enclosed hereto. If any conflict exists between these Specific Terms and Conditions and the General T&C, the specific Terms and Conditions shall prevail.	/



These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) 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) Agreement means this agreement entered into between Intertek and the Client;
 - (b) Charges shall have the meaning given in Clause 5.1;
 - (c) Confidential Information means all information in whatever form or manner presented 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, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party.
 - (d) Intellectual Property Right(s) means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
 - (e) Report(s) shall have the meaning as set out in Clause 2.3 below;
 - (f) Services means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
 - (g) Proposal means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 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 Proposal Intertek has made 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 memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.

- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with 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 process tested, inspected or certified.
- 2.6 The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.7 Client is responsible for acting as it sees 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.
- 2.8 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate 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 health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
 - (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly 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 3.1 (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) are, to the fullest extent permitted by law,



excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or 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 person or entity;
- (c) that any information, samples and related documents it (or any of its agents or representatives) 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 cost; and
- (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, infringe any legal rights (including Intellectual Property Rights) of any third party.

4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to 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 Reports or the benefit of any Services.

4.3 The Client further agrees:

- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised 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, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. 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 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;

- (d) to provide instructions and feedback to Intertek in a timely manner;
- (e) 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;
- (f) prior to Intertek attending any premises for the performance 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;
- (g) 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;
- (h) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/ imported to or from a country that is restricted or banned from such transaction;
- (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
- (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (k) 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;
- (l) in no event, will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.

4.4 Intertek shall be neither in 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 Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the Charges).

5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.

5.3 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.
- 5.4 The Charges represent the total fees to be paid 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.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.
- 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. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and 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, 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, document, 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, document, 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 provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).
- 7. 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 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 provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 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 where the Receiving Party is Intertek, to any of its subsidiaries, affiliates 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 7;
 - (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting 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 law, 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 prompt written notice of the requirement to disclose and where possible given 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 (which, in the case of Intertek, includes procuring the same from any sub-contractors) 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 archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, 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 performing 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, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
 - (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lighting; explosions and fires; 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) failures of utilities 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 caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose 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 and 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
 - (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 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) for 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 AMOUNT OF CHARGES DUE BY THE CLIENT TO INTERTEK UNDER THIS AGREEMENT.
- 10.3 SUBJECT TO CLAUSE 10.1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER 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).
- 10.4 ANY 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 harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors 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) 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, its officers, employees, agents, 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;
 - (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance 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 reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations 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 premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.



13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall 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 more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting 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; or
- (c) either party on written notice to the other in the event that the other makes 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 encumbrancer takes possession, 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 the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, 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 nor shall it 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 sub-contractors 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
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, 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 legal representative of the other.

Waivers

- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.

- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

- 16.5 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.

- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of 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, warranty, collateral contract or other assurance.

- 16.7 Nothing in this Agreement limits or excludes 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 in order to give full effect to its obligations under this Agreement.