

Intertek Standard Service TC (2020 version, China, English)

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.

. INTERPRETATION

I. IN LIGHT RELIATION

I. In this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:
(a) Affiliate shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
(b) Agreement means this intertest Standard Service TC entered into between Intertest and the Client.
(c) App means an Application owned by Intertek, which the Client can download onto a mobile device and use to assist the Inspector when performing Remote Inspectors.

(c) App means an expension service of the Render Inspection of the Rend

Interfets in the course of providing the Services to the Client together with status summaries or any other communication in any form describing the resi any work or services performed.

(h) Services means the testing, assurance, and inspection services as set out in clause 2 of this Agreement or in any relevant Interfet Proposal, any relevant Client purchase order, as applicable, and may comprise or include the provision by Interfets of a Report.

(i) Proposal means the description of our Services, and an estimate of our Charges, if applicable, provided to the Client by Interfets.

(i) Remote Inspection means a form of visual inspection, conducted by the Inspector by directing the Client or the Clients suppliers to move to certain areas to allow the Inspector to carry out the audit remotely via a direct video link via an app or software technology.

(s) Inspector means Interfets (inspector responsible for performance of the Services.

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

2. THE SERVICES

(c) inspector means interface respector responses for to pretromance of the services.

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

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1.3 The control of the services of the control of the services of the control of the services.

1.4 The services of the services of the services to the Client in accordance with (i) the limits of instructions received from the Client; and (ii) the content of the audit program as set out by Interface of any applicable audit regulatory body.

2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of this Agreement shall take precedence.

2.3 The Client acknowledges and agrees that if in providing the Services Interface is obliged to deliver a Report to a third party, Interface 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 Interface, it is implicit from the circumstances, trade, custom, usage or practice.

2.4 Where the Client has instructed Interface to carry out the Services on behalf of its suppliers acknowledges and agrees that any Services provided and/or Reports produced by Interface are desired and/or Report and the Client. The cortent 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 and interest shall provide a copy of the Report to the Client. The cortent of any Report represent interface's review of facts and deviated the structions of the scope of work agreed with the Client and are for the benefit of the Client or any regulatory body, which is responsible for acting as they set if on the basis of such Reports.

2.6 Where the Client and the App. if applicable, not only the processes

Let write it 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 false 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. INTERTENS WARRANTIES.

the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTENS WARRANTIES.
3.1 Intertels Warrands 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 (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 (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 (a) 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 Intertels by the Client in accordance with Clause 4.3(d):
(d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Propert Rights) of any third party. This avarranty shall not apply where the infringement is directly or indirectly caused by Intertels's reliance on any information, samples or other related documents provided to Intertels by the Client (or any of its agents or representatives).

(d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Propert Rights) of any third party. This may be reasonably required to correct any defect in Intertel's performance.

3.3 Intertels makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but intelled to any implied warranties of merchantalistly and filtiness for purpose) are, to the fullest extent permitted by law, deed from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertels (including its agents, sub-contractors, employees or other representatives) will create a war

viil create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

4. 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 (c) that all information, records, and related documents (including the provision of the Services hereunder for its own account and not as an angent or broker, or in any other representative capacity, for (c) that all information, records, and related documents (including the agents, sub-contractors and employees) are, use, accurate representative, complete and is not misleading in any respect and made available when required by Interest. 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) shall comply with intertek's request to conduct interviews, meetings or discussions with the Clients personnel and the personnel of the Client suppliers for any matters relating to the Services within the interfarme as agreed between the parties; 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 (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in (e) that any information samples or the that the Services provided related to any third party, the Client shall cause any such third party to acknowle

(i) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distinctive the prior within consent of Intertek (such consent not to be unreasonably withheld) in each instance;
(ii) and one 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;
(ii) shall not use party intellectual Property, including but not limited to any tradement, and branding for any advertising and promotional materials or any statements made by the Client and/or its supplies with the prior written consent of Intertek.

Statements made by the Client and/or its supplies with the prior written consent of Intertek.

Client to perform 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 and with the provision of the Services by Intertek will not affect the Client's obligations and under this Agreement, and that this S. CHARCES, INONIOCING AND PAYMENT

5.1 The parties agree that the Services are provided on the terms and subject to the conditions set out or interfered to in this Agreement, and that this Armenment shall take precedence over any terms and conditions which the Client has provided or may in the future provide to Intertek, whether in a

S. CHARGES, INVOICING AND PAYMENT

1. The parties agree that he Services are provided on the terms and subject to the conditions set out or referred to in this Agreement, and that this Agreement shall take precedence over any terms and conditions which the Client has provided or may in the future provide to Intertek, whether in a purchase order or any other document.

5.2 The Client shall pay Intertek the charges as set out in any proposal or otherwise agreed in writing (the Charges).

5.3 Charges shall be charged for services that are not included in the Proposal and for additional services as requested by the Client.

5.4 The Charges are expressed exclusive of VAT and any other applicable taxes. If a withholding Intertek shall provide the Client with a quote price including the applicable withholding tax. The Client shall pay the Charges and any applicable taxes on the Charges at the trate and in the manner prescribed by law, within thirty (30) days of the issue by Intertek of a valid monthly invoice.

5. The Client agrees that it will reimburse Intertek for any expresses incurred by Intertek relating to the provision of the Services and is wholly responsible for any register of castions clearance feet are failing to any testing samples.

5.7 Intertek vill issue an electronic invoice by the Client for a paper cyp to be sent by entitled to the Client quantity of the Client for a paper cyp to be sent by post. Any invoice sent by post will include a £25 administration fee and the paper invoice must be paid by the Client the first paper cyp to be sent by post. Any invoice sent by post will include a £25 administration fee and the paper invoice must be paid by the Client the first paper cyp to be sent by post. Any invoice sent by post will include a £25 administration fee and the paper invoice must be paid by the Client thems

deemed to have been delivered to the Client upon receipt of such email. Intertek is under no obligation to fulfi any request by the Client for a paper copy to sent by post. Any invoice sent by post will include a 252 administration fee and the paper invoice must be paid by the client within the credit terms referred to in 5.4 above.

S. 81 Intertek believes that the Client's financial position and/or payment performance justifies such action, Intertek has the right to demand that the Client immediately furnish security or additional security in a form to be determined by intertek and/or make an advance payment. If the Client fails to furnish the desired security, intertek has the right, without projudice to its other rights, to immediately suspend the further execution of all or any part of the Services, so the client fails to pay within the period referred to in 5.4 above, it is in default of its payment obligations and this Agreement after having been reminded by intertek at least one that payment is due within a reasonable period. In that case, the Client is liable to pay be supported to the contract of the contra

6.2 Any use by the Client (or its Affiliates) of the name "Intertek" or any of Intertek's trademarks or brand names for any marketing, media or publication purposes must be prior approved in writing by Intertek. Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised up revision of resulting the creditation services. Client agrees and acknowledges that the use of certification marks may be subject to national and 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material for 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 only 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 Both parties shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the General Data Protection Regulation 2016/673 ("SDPR") and shall comply with all applications requirements of the GDPR. The Client warrants that expensive the provisions are provisioned and provisions of the Ceneral Data Protection Regulation 2016/673 ("SDPR") and shall comply with all applications from and against any and all clients, suits, facility and the provision of the Services to the Client.

6.7 CONTEDITATIV

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) is hall, subject to Clauses 7.2 to 7.4:

(a) keep that Confidential Information only for the purposes of perfortioning obligations under this Agreement;

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 Interfek 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. No amendment to this Agreement shall be effective unless it is in writing any reserved standard to a more data.

3. AND cannot not this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised 3.1 No amendment to this Agreement to this Agreement and signed by an authorised 3.1 No amendment to this Agreement to the extent that such deal or failure to perform is a result of:

9. FORCE MAJEJRE

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9. 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 pracy;

(b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lighting: explosions and fires;

(c) strikes and abour 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 doub, where the affected party is linterted, any failure or delay caused by failure or delay on the part of a subcontractor shall only be 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 continue to perform or resume performance of its obligations;

(b) use all reasonable endeavours to avoid or militigate the effect of the Force Majeure Event and continue to perform or resume performance of its 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 saxty (60) days after the day on which it started, each party may terminate this Agreement by giving

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

11. Neither party excludes or limits liability 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 an amount equal to the fees paid by the Client or its suppliers to Intertek for the Services performed in accordance this
Agreement.
10.3 Notwithstanding the above clause 10.2, Intertek shall not be liable in contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the contract test final transfer and the service of the service

Agreement.

10.3 Notwithstanding the above clause 10.2, Intertek shall not be liable in contract, tort (including negligence and breach of statutory duty) or otherwise for any; (i) loss of profits; (ii) loss of sale or business; (iii) loss of or damage to goodwill or reputation; (iv) cost or expense of making a product recall; (v) loss or use or corruption of software, data or information; (vi) any indirect, consequential, punitor, or special loss, feven when advised of their possibility); (vii) any incorrect results in any Reports arising from any false, unclear, incomplete, or misleading information provided to Intertek; and (viii) the Clients failure to comply with requirements of any applicable law and regulation.

10.4 Any claim by the Client against intertek must be made within 90 days after the Client becomes aware of any circumstances giving rise to any

1.1. Except in cases of proven negligence or fraud by Intertek, the Client shall indermify and hold harmless Intertek, its officers, employees, agents. Affiliates, 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 regulatory body or 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 properly, 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 whatscever nature and howsoever arising relating to the performance, purported performance or non-performance or any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability (e) any claims or sults arising as a result of any misuse, unauthorised or false use of any Reports issued by Intertek which yadmage the goodwill or reputation of Intertek including but not limited to any use by the Client of the name "Intertek" or any of Intertek's trademarks or brand names for any media, marketing or publication purposes without obtaining the prior written consent of Intertek.

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

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. TEX in This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accord with this Clause 13, until the Services have been provided.
13.2 This Agreement may be terminated by:

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) Interêt kon written notice to the Cilent in the event that the Cilent rist to pay any invoice by its due date and/or fails to make payment after a further (b) Interêt kon written notice to the full cilent in the event that the Cilent rist to pay any invoice by its due date and/or fails to make payment after a further (b) Interêt kon written notice to the full cilent in the event has the Cilent rist of the written of the cilent rist of th

(b) Interiek on written notice for 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 a nindividual 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 cases, or theraten so ceases, 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 Interiet for all Services performed up to and including 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 accuracy dripts and obligations for 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. ASSIGNINEET AND SUB-CONTRACTING

14. Interior Reverse the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its Affiliates and

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. OVENNOLA LAW AND DISPUTE RESOLUTION.

15. The Agreement and the Proposal shall be governed by the law of the People's Republic of China (excluding laws of Hong King, Macau and Taiwan).

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15. The Agreement and the Proposal china be governed by the Intertex of the Client of the People's Court in the Jurisdiction with this Agreement shall firstly be resolved through friendly negotiations between the Adr the Client. It no resolution can be reached within thirty (30) days after the commencement of any such negotiations, either party may submit the dispute, controversy or claim to the People's Court in the jurisdiction where Intertek maintains domicile.

16. MISCELLANEOUS

Severability

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Severability
16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions 16.1 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 cooperative entity between the parties or constitute any party the partner, agent or legal representative of the other.

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ency remement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or oil on the parties or constitute any party the partner, agent or legal representative of the other.

operative entity between the parties of constitute any party in isst upon strict performance of any provision of this Agreement, or to exercise any right or 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.

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
16.5 This Agreement and the Proposal contain the whole agreement 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 and 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 valves all rights and remedies that, but for this Clauses, might otherwise be available to it in respect of any such representation, warranty, collateral
conditions of the resource.

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 to enforce any of its terms.

Assurance
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