

MATERIAL TECH COMPANY LIMITED

CONDITIONS OF SERVICE

1) Basis of Quotation

- a) The Quotation is an offer by Material Tech Company Limited ("MT") to provide service ("The Services") specified in this Quotation to the Client ("the Client")
- b) "Services" means activities specified in this Quotation and agreed in writing between MT and the Client.
- c) Subject to Clauses 1) d) and e), a binding contract will be formed between MT and the Client when both:
 - i) The Client has countersigned this Quotation thereby agreeing to accept all the terms and conditions of this Quotation; and
 - ii) MT has received the countersigned Quotation from the Client.
- d) Subject to Clause 1)e), the Client is deemed to have accepted all terms and conditions of this Quotation and to have entered a binding contract with MT once the Client gives instruction to commence the Services.
- e) MT reserves the right to refuse to commence an order or instruction from the Client if :
 - i) It has not received the countersigned Quotation back from the Client within the validity period specified in this Quotation, or
 - ii) It receives the countersigned Quotation back from the Client outside the validity period specified in this Quotation.
- f) It is hereby expressly agreed and declared that this Quotation sets out the full bargain between the parties and that all and any warranties and/or representations whether expressed or implied and whether made verbally or in writing by either party to the other prior to the date hereof are hereby expressly waived.
- g) Tests/calibrations for which specific HOKLAS accreditation are held are annotated as such under 'test/calibrations description'. Tests/calibrations that do not have an annotated reference to HOKLAS are not specifically accredited by HOKLAS.

2) Applicable Conditions

The terms and conditions specified on this Quotation will be the terms and conditions under which MT performs its Services for the Client. No amendment or variation to these terms and conditions shall be valid unless agreed in writing between both MT and the Client.

3) Method of Testing/Inspection

- a) MT will undertake the tests/calibrations in accordance with the testing/calibration procedure agreed with the Client.
- b) In the absence of agreement on any aspect of the testing/calibration procedure, MT will use whatever testing/calibration methods and standards it, in its absolute discretion, considers appropriate.

4) Samples

- a) Any Report issued by MT shall refer only to the sample actually tested/calibrated and shall not refer to or be deemed to refer to the whole mass of material ("the Bulk") from which such a sample was obtained.
- b) Unless agreed otherwise between MT and the Client, the material for testing/calibration shall be supplied by the Client.
- c) If MT agrees to obtain the samples from the Bulk, MT and the Client will agree the method of obtaining the samples. In the absence of agreement on the method, MT will use whatever method it, in its absolute discretion, considers appropriate. MT reserves the right to charge the Client the costs of obtaining the samples from the Bulk and shall not be liable whatsoever for any damages howsoever caused to the Bulk or the samples due to the method of sampling chosen by MT.
- d) MT does not warrant that the samples are representative of the Bulk.
- e) All samples will be disposed to immediately upon completion of testing/calibration unless special arrangements have been agreed with the Client in advance. If the results are found to be abnormal, the samples will be stored pending the Client's further instruction. Should no such instructions be received, the sample will be disposed of 7 days after completion of testing/calibration. MT shall not be liable to the loss or damage of such samples while they are in MT's possession.
- f) In the case of samples calibrated or tested at locations other than the MT premises, MT does not accept any liability or responsibility to dispose of the said samples unless otherwise agreed with the Client.

5) Submission of Report

- a) Upon completion of its Services, MT will where appropriate prepare and submit to the Client a report on the Services ("the Report"). MT will use all reasonable endeavours to complete the Report by the date (if any) agreed with the Client.
- b) The format and contents of the Report shall be prepared in accordance with MT's standard procedures.

6) Normal Working Hours

Unless otherwise noted in this Quotation, all the Services shall be performed during the Normal Working Hours of MT which are:-

Monday – Saturday (excluding Public Holidays) 8:30 am – 5:30 pm

Any requests by the Client to perform the Services outside the Normal Working Hours shall be charged at the following overtime rates unless agreed in writing by MT:-

Monday – Saturday	1.5 times the normal rate
Sundays & Public Holidays	2.5 times the normal rate

7) Employees Not to Work at a Height Exceeding 9 (Nine) Metres Above Ground or Floor Level

All employees of MT are fully covered by Employee Compensation Insurance for performing duties at a height not exceeding 9 (nine) metres above ground or floor level. Unless confirmed in writing by MT, this Quotation is valid only for work up to this height limit. For work exceeding 9 (nine) metres above ground or floor level or work aloft on ships, the Client shall advise MT of such working requirements at the time of tendering in order that additional insurance coverage can be arranged. Unless otherwise noted in this Quotation, any extra insurance premium will be recharged to the Client. Until such insurance is obtained, MT will not undertake work exceeding 9 (nine) metres above ground or floor level or aloft on ships and will not be held liable for any consequential liabilities from the delays that might arise in obtaining the appropriate insurance cover (see clause 8 below).

8) Liability

- a) The aggregate maximum liability by MT for any breach of any of its obligations (whether in contract or tort) shall be limited to refunding the Client, free of interest, the fee paid to MT for conducting the relevant elements of the Services. For the avoidance of doubt, the Client agrees that any sums other than the fee paid to MT for conducting the relevant Services are waived by the Client and are not recoverable for MT.
- b) Subject to Clause 8)a), the Client confirms and agrees that MT is only able to provide the Services at the fees set out in this Quotation on the basis that MT is under no liability whatsoever. The Client agrees that MT is under no liability to the Client whatsoever for any indirect incidental or consequential damages, loss, whether by the Client or a third party making a claim on the Client in respect of any interruptions, delays, inaccuracies, errors, omissions or failure at any time in respect of the Services. The Client undertakes to indemnify MT in respect of any such claim by a third party through and/or against the Client. The terms of this clause shall survive any termination of this Quotation and shall continue in full force and effect.

9) Impartially

MT ensures independence and impartially in the services that MT provides to clients, who shall understand that MT' employees would not accept any undue pressure intending to affect test and calibration results.

- 10) Confidentially**
MT ensures protection of any confidential or privileged information of clients (except for information that client makes publicly available, or written agreement between MT and the Client). When MT is required by law or authorized by contractual arrangements to release confidential information, the customer or individual concerned shall, unless prohibited by law, be notified of the information provided. Clients and their representative visiting MT lab shall keep confidential and prevent disclosure of any observed information during their visit to third party.
- 11) Price Variation**
a) The rates and prices for the Services quoted in this Quotation shall be fixed for all such Services carried out within 6 months after the date the contract becomes binding in accordance with Clauses 1)c) or 1)d) unless otherwise agreed in writing by MT.
b) Any Services carried out after the expiry of the 6 month period referred to in Clause 9)a) shall be carried out in accordance with MT's applicable prices and rates for the time being in force.
- 12) Terms of Payment**
a) Payment shall be made by the Client to MT in accordance with the terms of payment specified in this Quotation and subject to the credit check by MT.
b) In the absence of any such specified terms of payment, 100% of the contract price shall be due from the Client to MT upon delivery to the Client of the Services.
c) Payment must be received by MT in accordance with the payment terms stated in the Quotation. Any late payment will bear interest from the date payment should have been received until the date of actual receipt at a rate of 2% per month.
d) MT reserves all its rights to terminate this Quotation and cease to perform all the Services on behalf of the Client once the Client defaults on any of the payments due to MT.
e) In the event that the Client fails to make payments in accordance with the terms of payment, MT reserves all its rights to apply cash payment terms with immediate effect.
f) The Client hereby expressly agrees with MT the property in all the Reports previously provided to the Client under this Quotation does not pass to the Client unless and until MT receives full and final payment of all the Services performed under this Quotation and the Client shall forthwith return all reports previously rendered to the Client upon demand by MT.
- 13) Legal Proceedings**
In the event that any Report issued by MT is required for use in connection with any Court or Arbitration proceedings, MT will render all assistance and explanation reasonably required in connection therewith provided that all costs and expenses arising thereout or incidental thereto incurred by MT shall be borne and paid by the Client.
- 14) Unauthorised Payment**
The Client must not make any unauthorized payment to any employee of MT. The Client must ensure that all payments made by it to MT are covered by an official receipt.
- 15) Assessments and Visits by HKAS**
The Client agrees and accepts that Client's information, test/calibration reports and other data may be inspected by officers of HKAS during their assessments or surveillance visits of MT.
- 16) Subcontracting**
MT may engage other laboratories or conformance assessment bodies to perform part/all of the Services quoted. In the event of any subcontracting, the Client agrees that this clause serves as written notification of this intent and instructs that MT is not required to name the subcontracting organisation or organisations in the Report.
- 17) Client Address Information**
The Client agrees to provide address information in the space provided in the Job Requisition Form of MT. This information, when provided, will be included in the Report.
- 18) Jurisdiction**
This Quotation shall be interpreted and constructed in accordance with the Laws of Hong Kong Special Administrative Region, China and the parties hereby agree to submit to the jurisdiction of the Courts of Hong Kong Special Administrative Region, China, provided that nothing shall prevent either party from seeking redress in any other jurisdiction if it shall so think fit.
- 19) Decision rules of reporting**
The Client shall advise their requested decision rule in the Job Requisition Form if compliance statement is to be reported.
- 20) Electronic Test Report and Calibration Certificate**
The electronic test report and calibration certificate shall be used Adobe reader to read for validate the record. Any change of information on test reports or calibration certificates after signed electronic signature, the adobe will show unsigned changes after the last signature clearly.