

General Terms and Conditions of Services

Article 1. Purpose

1.1 The Purpose of these General Terms and Conditions is to set forth basic matters concerning the smooth performance of any individual agreements executed between an entrusting party (hereinafter called the Customer”) and SCAS SINGAPORE PTE LTD . (hereinafter called “SCASS”) in order for SCASS to conduct analysis, measurement, testing, inspection, observational study, evaluation , and investigation (hereinafter collectively called the “Services”) to be entrusted by the Customer.

Article 2. Application

2.1 SCASS shall perform the Services in accordance with any individual agreement executed under Article 3 and these General Terms and Conditions, provided that if there is any discrepancy between any provisions of an individual agreement and that of these General Terms and Conditions, such provisions of these General Terms and Conditions shall prevail.

Article 3. Execution of an Individual Agreement

3.1 An individual agreement of the Services shall be executed if it falls under any of the following subparagraphs:

- (1) SCASS submits an estimate to the Customer based on the Customer’s inquiry (SCASS ’ designated application forms, etc.) and the Customer accepts it in writing;
- (2) if any agreement regarding Services is made and entered into between the Customer and SCASS; or
- (3) if the Customer makes issuance of any written order to SCASS and SCASS inform the Customer of its acceptance of such order in writing.

Article 4. Delivery of Samples

4.1 The Customer shall provide SCASS samples and technical information necessary for the Services without compensation. The Customer must ensure, and hereby warrants, that no sample possesses any danger, including on its site, during transportation, in the laboratory or otherwise to SCASS premises, instruments, personnel or representatives.

(1) It is the Customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, labeling, transportation and disposal and to inform SCASS personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to SCASS premises, instruments, personnel and representatives related to the contamination.

(2) It is the Customer's responsibility to provide SCASS with Health & Safety and security plans and access rules when SCASS carries out sampling at sites under the Customer's management.

(3) The Customer shall be responsible for, and shall indemnify, defend and hold harmless SCASS against all costs, damages, liabilities and injuries that may be caused to or incurred by SCASS or its personnel or representatives including on the sampling site, during the sampling process or transportation or in the laboratory by the Customer's sample or by sampling site conditions.

(4) The Customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At SCASS' request, the Customer must provide SCASS with the exact composition of the samples.

4.2 SCASS can dispose of or destroy samples immediately after the Services have been performed, unless SCASS and the Customer have agreed in writing on the terms of SCASS' retention of the sample. SCASS can also dispose of or destroy the samples after the retention period to be agreed upon, without further notice and at Customer's cost, if an extra cost for SCASS should arise to comply with any regulation (for example, with respect to disposal of hazardous waste).

If the Customer requests the return of unneeded samples materials, SCASS will return them to the Customer, at the Customer's cost and risk.

Article 5. Reports

5.1 SCASS shall submit a report (hereinafter called "Report") to the Customer by the date provided in an individual agreement.

5.2 SCASS shall keep a copy of such Report for two (2) years after submitting it thereof unless any governmental regulation otherwise requires.

Article 6. Payment of Analysis Charges

6.1 By the date described in an invoice issued by SCASS , the Customer shall pay into the bank account designated by SCASS the charges (hereinafter called “Charges”) described in the list of charges or provided in an individual agreement, with the amount equivalent to sales tax, VAT (Value Added Tax), consumption tax, or other similar taxes depending on the tax code, statute or regulation of each country unless valid exemption certificates are provided to SCASS.

6.2 The Customer agrees to reimburse SCASS for any expenses incurred by SCASS relating to the provision of the Services. And the Customer is responsible for any freight or customs clearance fees relating to any testing samples.

6.3 The Charges represent the total fees to be paid by the Customer for the Services pursuant to these General Terms and Conditions. Any additional work performed by SCASS will be charged on a time and material basis.

6.4 SCASS shall invoice the Customer for the Charges and expenses.

Article 7. Confidentiality

7.1 SCASS shall keep in confidence matters specified as confidential by the Customer and result of the Services(including the contents of the Report) and any technical information (including samples: the same shall apply hereinafter) disclosed by the Customer (the purpose of this Article 7,such information as above shall be collectively referred to as the “Confidential Information”)and shall not use them for any other purpose than the Services and not disclose or leak them to any third party without the Customer’s prior written consent, provided that any information falling under any of the following sub-paragraphs shall not be included:

- (1) information which has been already in public knowledge or the public domain at the time of the Customer’s disclosure;
- (2) information which can be shown to has been held by SCASS at the time of the Customer’s disclosure;
- (3) information which becomes public knowledge or public domain through no fault of SCASS after the Customer’s disclosure;
- (4) information which is, lawfully and without an obligation of confidentiality to the Customer, obtained by SCASS from a third party properly authorized; or
- (5) information which can be shown to, has been independently developed by SCASS.

7.2 Notwithstanding the provisions of the preceding paragraph (Section 7.1), if SCASS assigns the Services in whole or in part to a third party, SCASS may disclose Confidential Information necessary for such assignment to such third party, provided that SCASS shall impose on such third party the same obligation as undertaken by SCASS under the provision of the preceding paragraph.

7.3 Each provision of this Article shall remain effective until a lapse of five (5) years after the issue date of the Report.

7.4 Section 7.1 and 7.3 shall apply mutatis mutandis to the Customer's obligations regarding any confidential matters specified as so by the SCASS and any technical information disclosed by SCASS in the course of providing the Services to the Customer.

Article 8. Liability

8.1 SCASS shall not be liable for any damage arising from or relating to the Customer's use of the results of the Services (including the Report). The Customer agrees to indemnify, defend and hold harmless SCASS , its parents, subsidiaries, affiliates and directors, officers, managers and employees of SCASS or its affiliates , from any and all claims, suits, liabilities (including costs of litigation and attorney's fees), made by any third party due to or arising out of Customer's use of the results of the Services.

8.2 If any error due to SCASS' failure is found in the Services, SCASS and the Customer shall decide upon either of the following actions through mutual consultation:

- (1) SCASS will conduct the Services again at its own expense ; or
- (2) SCASS will discount charges or refund paid charges in whole or in part. However, any notice by the Customer concerning the action shall be given to SCASS within 90days after the issue date of the Report of the Services relevant to such failure.

8.3 SCASS shall not warrant that the results of the Services including the Report might not infringe any intellectual property of any third party.

Article 9. Amendment

These General Terms and Conditions may be amended in writing from time to time by SCASS. Each individual agreement will be governed by the most updated version of these General Terms and Conditions at the time of execution of the individual agreement pursuant to any of procedures as provided in Article 3.

Article 10. Termination

10.1 SCASS is entitled to cancel the whole or any part of an individual agreement as provided in Article 3 at any time (without further liability to the Customer) by written notice to the Customer if:

(1) The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other; or

(2) The Customer fails to pay any invoice by its due date and/or fails to make payment after a further request for payment;

10.2 In the event of termination of an individual agreement as provided in Article 3 for any reason and without prejudice to any other rights or remedies SCASS may have, the Customer shall pay SCASS for all Services performed up to the date of such termination.

10.3 Any termination or expiration of an individual 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 survive.

Article 11. Force Majeure

11.1 SCASS shall not be held liable to the Customer for any delay in performing or failure to perform any obligation under these General Terms and Conditions and any individual agreements to the extent that such delay or failure to perform is a result from;

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

(2) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services;

(3) strikes and labor disputes;

(4) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy; or

(5) any other natural calamity or inevitable event which makes it impossible to conduct the Services except for above (1) through (4).

11.2 If the force majeure event as provided in Section 11.1 continues for more than thirty (30) days after the day on which it started, the non affected party may terminate any individual agreements by giving at least ten (10) days' prior written notice to the affected party. Handling of costs and expenses of the Services involved in such termination due

to above events shall be decided through consultation between both parties.

Article 12. Matters for Consultation

12.1 If any question arises about a matter not provided herein or the interpretation of any provision hereof, it shall be resolved through consultation in good faith between both parties.

Article 13. Assignment

13.1 The Customer shall not assign, transfer subcontract or delegate any of its rights, interest or obligations without prior written consent by SCASS. SCASS reserves the right of assignment and delegation of any rights or obligations under the individual agreement regarding the Services and these General Terms and Conditions, subject to Section 7.2.

Article 14. Governing Law

14.1 These General Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore, excluding any conflict of law rules.

Article 15. Dispute Resolution

15.1 All disputes, controversies or difference arising under, out of or in relation to or in connection with these General Terms and Conditions, if unresolved by amicable discussions between the parties, shall be submitted to and finally settled by binding arbitration, under the Rules of Arbitration of the International Chamber of Commerce. The arbitration proceedings shall be held in Singapore. Judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

Article 16. Third Party Rights

16.1 No party other than Customer and SCASS shall be entitled to enforce any provisions of these General Terms and Conditions including Assignment specified in Article 13 under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore.