

## BACL GROUP General Terms and Conditions

### 1. GENERAL CONDITIONS:

(a) Unless otherwise agreed in writing or except where they are not in line with (i) the regulations governing services performed for governments, government bodies, or any other public entity, or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationships between any of the affiliated companies of BACL Group or any of their agents (each a "Company") and the Client (the "Contractual Relationship(s)") shall be governed by these general service conditions (hereinafter the "General Conditions").

(b) The Company may provide services to individuals or entities (private, public, or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions from the Client to the contrary, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). The Client hereby authorizes the Company to deliver Reports of Findings to a third party where instructed by the Client or, at its discretion, where implied from circumstances, trade custom, usage, or practice.

### 2. PROVISION OF SERVICES:

(a) The Company will provide services with due care and skill and in accordance with the Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) The terms of any standard order form or standard specification sheet of the Company; and/or
- (2) Any relevant trade custom, usage, or practice; and/or
- (3) Such methods as the Company deems appropriate on technical, operational, and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the Client's instructions and/or the Company's assessment of such results based on technical standards, trade custom or practice, or other relevant circumstances in the Company's professional opinion.

(c) Reports of Findings issued as a result of sample testing contain the Company's opinion on those samples only and do not express any opinion on the entire lot from which the samples were drawn.

(d) If the Client requests the Company to witness any third-party intervention, the Company's sole responsibility is to be present at the time of the intervention and to forward the results or confirm the occurrence of the intervention. The Company is not responsible for the condition or calibration of apparatus, instruments, and measuring devices used, the analysis methods applied, or the actions of third-party personnel.

(e) Reports of Findings issued by the Company reflect the facts recorded at the time of intervention and within the limits of the instructions received or alternative parameters applied as provided for in clause 2(a). The Company is not obligated to report on any facts or circumstances outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor, and the Client authorizes the Company to disclose all necessary information for such performance to the agent or subcontractor.

(g) If the Company receives documents reflecting engagements contracted between the Client and third parties, such as copies of sale contracts, letters of credit, bills of lading, etc., they are for information only and do not alter the scope of the services or the Company's obligations.

(h) The Company's services do not replace the responsibilities of the Client or any third party, nor release them from any obligations.

(i) All samples will be retained for a maximum of 3 months or as allowed by the sample's nature, after which the Company will cease to have any responsibility for them. Storage of samples beyond 3 months will incur a storage charge. The Client will be billed a handling and freight fee if samples are returned. Special disposal charges may apply.

### **3. CLIENT'S OBLIGATIONS:**

The Client will:

- (a) Provide sufficient information, instructions, and documents in due time to enable the required services to be performed, not later than 48 hours before the desired intervention.
- (b) Grant necessary access for the Company's representatives to the premises where the services will be performed and eliminate any obstacles or interruptions.
- (c) Supply any special equipment and personnel required for the performance of the services.
- (d) Ensure safety and security during service performance and not rely solely on the Company's advice.
- (e) Notify the Company in advance of any known hazards or dangers associated with any order or testing, such as radiation, toxic elements, or environmental pollution.
- (f) Fulfill all rights and liabilities under relevant sales or other contracts with third parties and the law.

### **4. FEES AND PAYMENT:**

- (a) Fees not established at the time of order placement or contract negotiation will be based on the Company's standard rates, subject to change, with applicable taxes payable by the Client.
- (b) Payment shall be made within 30 days from the relevant invoice date or as specified by the Company. Late payment will incur interest at the rate established in the invoice.
- (c) The Client shall not withhold payment on account of any dispute or claim against the Company.
- (d) The Company may take legal action to collect unpaid fees.
- (e) The Client shall pay all collection costs, including attorney's fees.

### **5. SUSPENSION OR TERMINATION OF SERVICES:**

The Company may suspend or terminate services without liability in the event of the Client's failure to comply with obligations or suspension of payment, bankruptcy, insolvency, or cessation of business.

### **6. LIABILITY AND INDEMNIFICATION:**

- (a) The Company is not an insurer or guarantor and disclaims liability as such. The Client is responsible for acting based on Reports of Findings. The Company is not liable for non-performance due to events beyond its control or incorrect results from unclear or false information.
- (b) The Company's liability for any claim shall not exceed a total aggregate sum equal to 10 times the fee paid for the specific service or US\$5,000, whichever is lower.
- (c) The Company shall not be liable for indirect or consequential losses, including loss of profits or business opportunities, goodwill, or product recall costs. The Company shall not be liable for claims made by third parties, including product liability claims.
- (d) Any claim by the Client must be made in writing within 30 days of discovering the alleged facts justifying the claim, and the Company shall not be liable if the claim is brought more than one year after the date of service performance.

(b) The Client shall indemnify and hold the Company and its officers, employees, agents, or subcontractors harmless from all claims by third parties for loss, damage, or expenses related to the performance or non-performance of services.

**7. MISCELLANEOUS:**

(a) If any provision of these General Conditions is found illegal or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

(b) The Client shall not attempt to hire or entice the Company's employees to leave their employment during the service provision and for one year thereafter.

(c) The use of the Company's corporate name or registered marks for advertising purposes is prohibited without the Company's prior written authorization.

**8. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION:**

All disputes arising out of or in connection with Contractual Relationship(s) shall be governed by the substantive laws of Singapore, exclusive of any conflicts of laws principles. Disputes shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Singapore and be conducted in English.

**9. CONFIDENTIALITY:**

As used hereinafter, "Confidential Information" shall include Client Information and any information acquired from the other party pursuant to the Contract, provided that it does not fall under exceptions. Neither party shall disclose the other party's Confidential Information to any person nor entity, except as expressly provided herein, unless required by law.