

## TERMS AND CONDITIONS (“Conditions”)

- In these Conditions, where the context permits:

‘NORMAL’ or ‘NORMAL TCI’ means the Normal (Hangzhou) Testing & Certification Co., Ltd.

‘Service’ means ‘test’, ‘analysis’, ‘inspection’, ‘consultation’ ‘certification’ and/or quality related service rendered by NORMAL

‘the Applicant’ means the person, firm, company or organization who engages NORMAL to conduct the Service.

‘the Sample’ means the sample of material submitted by the Applicant to NORMAL for the purpose of carrying out the Service, or the sample of goods contained in the shipment for Inspection.

‘Testing’ and ‘Test’ mean the testing of a Sample conducted by NORMAL for the Applicant and the test so carried out.

‘Inspection’ means the inspection on quantity, workmanship and functional aspects of a consignment of goods by NORMAL on behalf of the Applicant.

‘the Document’ means but not limited to the report/certificate on the Service issued by NORMAL to the Applicant.
- These Conditions shall apply to all service contracts for Service between NORMAL and the Applicant to the exclusion of all other terms and conditions including any terms or conditions which the Applicant may purport to apply and any variation of these Conditions (including any special terms and conditions agreed between NORMAL and the Applicant ) shall be inapplicable unless the same is agreed in writing by NORMAL
- NORMAL shall have the right to reject any application for Service, without giving any reason whatsoever, before, at the time of, or after receipt of such application.
- The Document is confidential to the Applicant. NORMAL shall not be under any obligation to discuss the Document or any of its contents with any party other than the Applicant unless written authorization is granted by the Applicant. The Applicant hereby irrevocably authorizes NORMAL to send the Document to any third party as notified by the Applicant to NORMAL by notice in writing or to such other party as NORMAL may think fit having regard to the circumstances, trade custom, usage or practice.
- The Document shall be treated by the Applicant, its employees, agents, sub-contractors, subsidiaries and/or affiliates as a private and confidential document and shall not be used for any purpose in connection with advertising, save and except with the written permission from NORMAL.
- In the event of improper use of the Document, NORMAL reserves the right to withdraw it, and to take such measures as it may think fit to prevent such improper usage and NORMAL shall be entitled to obtain an injunction or other equitable relief in addition to any other rights and remedies which NORMAL may have at common law and/or under any statute.
- The Applicant shall provide sufficient instructions and information, technical and commercial, such as standard, criteria, drawing, inspection plan, etc., to enable NORMAL to carry out the service efficiently and professionally. It shall be the responsibility of the Applicant to ascertain and notify NORMAL of the standards which the Sample must comply in any country or territory in which the same is intended to be sold. In default of specific instructions from the Applicant, NORMAL shall be of liberty, and without incurring any commercial risk or liability, to use whatever testing methods and standards or inspection plan, specifications and /or criteria which it considers appropriate and shall not necessarily give notification in advance while the Applicant may consult NORMAL for clarification. Where the Sample is known or suspected to be hazardous, the Applicant shall disclose such information to NORMAL at the time of submission of its application for Service or immediately upon notice of such information, whichever is earlier.
- The Test report relates exclusively to the Sample being tested and will not apply to the bulk, unless sampling has been carried out by NORMAL, and is stated to have been so carried out in the Test report. The Inspection report/certificate reflects only the findings at time and place of the Inspection only.
- If in the opinion of NORMAL the size of the Sample is too small to enable the Test to be carried out effectively, such sample may still be accepted for Testing but the Test report will be properly endorsed to reflect such fact.
- Sample which has been used for Testing or sample from Inspection will be destroyed at the expiration of a period of 30 days from the date of the Test report or Inspection report/certificate unless the Applicant has made special arrangements in advance with NORMAL regarding the disposal thereof. The Applicant will be responsible for the collection of any Sample, tested or untested, agreed to be returned to the Applicant at its own costs and expenses. The Applicant expressly acknowledges that it assumes the entire responsibility in relation to the Sample and NORMAL shall not be

liable for any loss, damage or destruction to the Sample (whether or not the Sample has been used for Testing or sampled from Inspection). The Applicant should at its own costs and expenses maintain sufficient policy of insurance to protect itself against any loss, damage or destruction to the Sample.

11. NORMAL may delegate the performance of its Service to its agents or subcontractors, either in whole or in part.
12. All warranties, terms, conditions and representation of any kind, express or implied which may arise out of the information contained in Document are hereby expressly excluded by NORMAL. In the event of any inaccurate information contained in the Document which is caused by the negligence or willful default on the part of NORMAL, NORMAL's liability shall be limited to the amount of fee paid by the Applicant to NORMAL for carrying out the Service as referred to in the Document.
13. In the event of loss or damage caused to the Applicant as a result of the negligence or willful default of NORMAL, the liability of NORMAL shall be limited to three times of the amount of fee paid by the Applicant to NORMAL for Service which gives rise to the claim for loss or damage.
14. The Applicant's right to damages shall be extinguished if an action is not brought within one year from the date of issuance of the Document or, from the date on which the Document ought to be issued in the case of any alleged non-performance on the part of NORMAL.
15. NORMAL will use its best endeavors to ensure that the Service is carried out in accordance with the applicable standards of testing, inspection and certification. For the avoidance of doubts, the Applicant expressly acknowledges that NORMAL shall not be liable to the Applicant or any third party for any indirect, special and/or consequential loss or damage, including but not limited to loss of profits under any circumstances whether or not such loss or damage is caused by the error, negligence, misdescription, misjudgment or default whatsoever on the part of NORMAL, its associate, subsidiary, agent, sub-contractor or employee and the liability of NORMAL shall be limited to the amount stated in paragraphs 12 and 13 hereto.
16. The Document may not be reproduced except in full or with the written approval from NORMAL.
17. In the event that the Document is required to be used in any Court or Arbitration proceedings, NORMAL will render all assistance and explanation as may be reasonably required in the circumstances provided that all costs and expenses of NORMAL arising out of or incidental to the said proceedings shall be borne and paid by the Applicant. Save and except with the written approval from NORMAL, NORMAL shall not be called or liable to be called to give evidence in any Court or Arbitration proceedings by subpoena or otherwise. NORMAL reserves its right to take part in any action for or against the Applicant.
18. In the event that NORMAL is not able to complete the Service at the fee originally agreed with the Applicant due to problem associated with the characteristics of the Sample or unforeseeable events including but not limited to the shortage or rise in the costs of labor, material or otherwise, the NORMAL shall be entitled to charge additional fee to the Applicant.
19. The Applicant shall pay the fee punctually on the date specified in the relevant debit note or invoice or within such period as may be agreed by NORMAL in writing. If any sum payable by the Applicant has not been paid when due, the Applicant shall pay to NORMAL interest on such sum on a daily basis from the due date until payment at a rate of 12% per annum over the prime lending rate for RMB quoted from time to time.
20. The Applicant agrees with NORMAL to indemnify and keep indemnified NORMAL from and against all demands, claims, liabilities (whether criminal or civil), losses, costs and expenses whatsoever (including legal costs and expenses) which NORMAL may suffer or incur arising out of or in connection with the performance of its services to the Applicant.
21. If the Applicant fails to pay any sum due under these Conditions, ceases or threatens to cease business, makes or offers to make any arrangements or composition with creditors or commits an act of bankruptcy, or if a receiving order is made against it, or if any resolution or petition is passed or made for its winding up (other than for the purpose of amalgamation or reconstruction), or if an administrator, administrative receiver, receiver or manager is appointed of any business, assets or undertakings, or if it takes or suffers the seizure of any assets for non-payment of any debt or if it takes or suffers any similar or analogous action in consequence of debt, then without prejudice to any other rights and remedies which NORMAL may have and without being liable for any loss or damage occasioned thereby, NORMAL may forthwith suspend or, at its option, terminate all future services to the Applicant.

22. If any provisions contained in these Conditions shall be prohibited by law or adjudged by a court or other competent authority to be unlawful, void, or unenforceable, such provisions shall to the extent required be severed from these Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Conditions and shall not in anyway affect any other circumstances of or the validity or enforcement of these Conditions.
23. For the Document sent to the Applicant by ordinary mail, NORMAL will not be responsible for its loss or damage. The Document will be sent to the Applicant by registered post upon request and payment of all costs and expenses occasioned thereby.
24. Application received after 4:00 p.m. by NORMAL will be treated as an application submitted on the following working day. For the avoidance of doubts, Saturday, Sunday or Public Holiday is not treated as working day.
25. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
26. These Conditions shall be governed by and construed in accordance with the law of People's Republic of China and each party agrees to submit to the exclusive jurisdiction of People's Republic of China.
27. NORMAL reserves its right to amend these Conditions and the amount of fees charged by it for Service from time to time without prior notice.