

GENERAL TERMS & CONDITIONS OF SALE (SINGAPORE) (V.2018.11)

1. Area of Application

1.1 All Orders accepted by **Eurofins Food Testing Singapore Pte. Ltd.** or any of its subsidiaries or affiliates” (collectively, “ES”) will be governed by these General Terms and Conditions of Sales (the “Terms and Conditions”), including orders placed by telephone which are confirmed in writing and orders made by delivery of samples accompanied by written request for ES’ services. A contract with these Terms and Conditions comes into being when an order that has been placed with ES is accepted by ES. An order placed with ES is considered as accepted by ES when ES accepts the order in writing.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Chief Executive Officer of ES), employee, agent or subcontractor of ES has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ES, unless it is in writing and signed by the Chief Executive Officer of ES.

1.3 All references to clauses are to the clauses to these Terms and Conditions. The headings are for convenience only and shall not affect the interpretation of these Terms and Conditions.

2. Placement of Order

2.1 A customer's order will be valid only if it is sent in writing, by mail or fax or other electronic message on letterhead of the customer or by using ES-approved sample dispatch sheets or electronic order forms and such order is duly acknowledged by ES in writing and provided further that any commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be mutually agreed before they are binding on ES. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to ES quoting the customer reference. ES is not obligated to start any analytical work unless the order is valid, is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the Chief Executive Officer of ES, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer’s purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate contract between ES and the customer.

2.3 ES is entitled to charge management and administrative fees of up to Twenty Five Dollars (\$25) in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

2.4 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the customer at least forty-eight hours (48) in advance for collection services, ninety-six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, ES’ prices apply “ex works”, excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by ES in connection with the order) must be paid by the customer.

3.2. Any Analysis service will have to be paid in total, unless it has been cancelled or modified by the Customer before the collection of the samples.

3.3. Prices are exclusive of all applicable taxes (including without limitation to sales, use, customs, excise, import and export duties, VAT and GST) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.4 Unless specifically agreed otherwise by ES in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of Seventy Five Dollars (\$75) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.5 Invoices are subject to a minimum invoice charge of one hundred Dollars (\$100). ES has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

3.6 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from ES. The customer undertakes to provide bank account details.

3.7 ES is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ES is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – ES shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by ES to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to ES premises, instruments, personnel or representatives. It is the customer's responsibility to ensure compliance with applicable hazardous waste legislation, regulations and guidelines in relation to export, import, transit, handling, transportation and disposal of hazardous waste, including without limitation to the Environmental Public Health (Toxic Industrial Waste) Act (Cap. 95) and its regulations, Hazardous Waste (Control of Export, Import and Transit) Act (Cap. 122A) and its regulations, National Environment Agency Guidelines for Disposal of Asbestos Waste and Environmental Protection and Management Act (Cap. 94A) and its regulations and to inform ES 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 ES premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies ES Indemnifying Parties (hereinafter defined) against, all actions, proceedings, costs, expenses claims, (including legal costs on a fully indemnity basis), losses, (whether direct, indirect or consequential), damages (whether in tort, contract or otherwise) whatsoever, liabilities and injuries that may be caused to or incurred by ES Indemnifying Parties, arising out of, in connection with or pursuant to these Terms and Conditions or to the use of the customer's sample including without limitation, on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions or any act or omission of the customer, in particular in relation to any breach and/or non-compliance by the customer with any applicable hazardous waste legislation, regulations and guidelines mentioned above and/or of the terms

and conditions herein. 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 ES' request, the customer must provide ES with the exact composition of the samples. This indemnity shall be separate and independent obligation from any other obligation owing to ES.

4.3 Unless otherwise agreed by the parties in the specific order, customer hereby warrants that samples are taken, handled and shipped in accordance with customer's sampling rules, and further warrants that project design including sampling rules has been duly developed taking into consideration the data quality objectives of the project scope. The customer acknowledges that the service provided is subject to detection limits, confidence intervals and other characteristics inherent in the used methodology, and confirms that such services' characteristics have been duly considered in the study design.

5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of ES to the extent necessary for the performance of the order. Unless the customer pays for storage, ES shall have no obligation or liability for samples sent to ES for storage, including samples requiring refrigeration. If the customer pays for storage, ES will take commercially reasonable steps to store the samples, according to professional or industry practice.

5.2 ES can dispose of or destroy samples immediately after the analysis has been performed, in accordance with applicable hazardous waste legislation, regulations and guidelines mentioned above and unless ES and the customer have agreed in writing on the terms of ES' retention of the sample. ES also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for ES arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, ES will return them to the customer, at the customer's cost and risk.

6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ES. Nevertheless, ES shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar supplied by ES to the customer will remain with ES until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if ES has accepted and begun to fulfil an order, ES has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to ES, whether for that or any other order.

7.2 Even after payment in full by the customer, ES shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to ES in accordance with the current state of technology and methods developed and generally applied by ES and the customer acknowledges that results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but ES cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by ES, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by ES. If ES has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the customer has not followed ES recommendations, ES shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to ES for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by ES, ES accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of ES. ES will use commercially reasonable care in handling and storing samples, but ES shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to ES that all samples sent to ES for analysis are safe and in a stable condition and undertakes to indemnify ES for any losses, injuries, claims and costs which ES, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform ES in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature in accordance with applicable legislation, regulations and guidelines.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and ES. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold ES harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

9. Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) That notwithstanding the period of limitation prescribed by applicable laws for the bringing of any relevant action or claim, the parties hereby mutually agree that any action or claim of whatever nature and form by the customer against ES (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ES partners and affiliates, the "ES Indemnifying Parties") shall be made in writing within six [6] months of any matter which gives rise to said claim or within six [6] months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited) and any action against ES must be commenced within six [6] months from the date when the cause of action arose (unless any longer period is prescribed under applicable law and cannot be contractually limited) and save for personal injury or death caused by ES, that ES Indemnifying Party shall be liable only for the proven direct and immediate damage caused by the ES Indemnifying Party's wilful misconduct in connection with the performance of an order arising from such claim and action, following which, the customer shall have no further claim whatsoever against ES and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise save for personal injury or death caused by ES' own negligence), the ES Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to ES' services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the ES Indemnifying Party's wilful misconduct in connection with the performance of the order and (ii) ten times the amount ES actually received from the customer in relation to the order up to twenty thousand dollars (S\$20,000).

9.2 The ES Indemnifying Parties shall not be liable to customer or any third party for any indirect, direct or consequential or punitive loss or damage (including, but not limited to, loss or destruction of samples provided, loss of data, business, profits, revenue, goodwill, business opportunities or similar) whatsoever and howsoever caused whether arising out of any negligence (with the exception of death or personal injury resulting from ES' own negligence) or breach of these terms and conditions or otherwise even if that loss or damage was foreseeable by, or the possibility of it was brought to the attention of ES.

9.3 It is a condition of ES' acceptance of an order that the customer indemnifies the ES Indemnifying Parties for any actions, proceedings, losses (whether direct, indirect or consequential), damages (whether in tort, contract or otherwise) whatsoever, liabilities, injuries, claims, costs and expenses (including legal costs on a fully indemnity basis) which the ES Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions including without to the indemnity at clause 4.2, except to the extent that the ES Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if ES has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

11. Force Majeure

ES cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond ES' reasonable control, which shall include without limitation to acts of God, acts of terrorism, hostilities between nations, wars, strikes, boycotts, lockouts, industrial and labour dispute, infectious diseases epidemics as well as travel restrictions due to such events or which result from compliance with governmental requests, laws and regulations. If such delay or failure continues for at least 90 days, either party will be entitled to terminate this Agreement by notice in writing.

12. Confidentiality & Processing of Customer Data

12.1 Save where the customer is a Singapore public agency or organisation acting on its behalf, the customer warrants that in respect of personal data of an individual within Singapore that is disclosed to ES:

- (a) that the individual has given or deemed to have consented to the collection, use or disclosure of his or her personal data under the Singapore Personal Data Protection Act (Act 26 of 2012) ("PDPA") for a specified purpose or the collection, use or disclosure without the individual's consent is required or authorized under the PDPA or any other written law; and
- (b) the customer has complied with all statutory obligations in respect of such collection, use and disclosure.

12.2 The customer also acknowledges that ES is merely a data intermediary within the definition of the PDPA and that save for the statutory obligations on protection and retention of personal data, the PDPA does not impose any other statutory obligations on ES in its capacity as a data intermediary in respect of its processing of personal data on behalf of and for the purposes of the customer pursuant to a contract evidenced or made in writing between the ES and the customer. Subject to the foregoing, ES shall be entitled to save and process personal or commercial data received from the customer in the manner permitted by the PDPA, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, protect and retain it in compliance with the PDPA and applicable law.

12.2 ES shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ES' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of ES. In addition, the customer is required to maintain secrecy concerning all services provided by ES and their results as well as the composition of products and software delivered by ES. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ES. Even if such written consent is given by ES, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ES Indemnified Parties against any liability which the ES Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

13. Economic and Trade Sanctions

13.1 The Customer warrants that for the Term of this Contract, in relation to any economic and trade Sanctions imposed by the United Nations, the European Union, the United States of America or any other country, that

- it is not the target of any Economic Sanctions;
- to the best of its knowledge, it is not controlled or beneficially owned by any person subject to Economic Sanctions;
- it shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (i) directly or indirectly export, re-export, transship or otherwise deliver the services or any portion of the services in violation of any Economic Sanctions Law, or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law;
- it is not engaged in any proceedings or subject to any investigations from authorities for the alleged breach of any Economic Sanctions Law.

13.2 The Customer shall indemnify ES against any losses, liabilities, damages, fines, costs (including but not limited to legal fees) and expenses incurred by, or awarded against Customer or its affiliates or representatives as a result of any breach of clause 13.1 by the Customer.

13.3 Without affecting any other right or remedy available to it, ES may terminate this contract with immediate effect by giving written notice to the Customer if the Customer commits a breach of clause 13.1, and the Customer shall not be entitled to claim compensation or any further remuneration.

For the purpose of this clause:

- Economic Sanctions means any economic Sanctions, restrictive measures or trade embargoes adopted by the UN Security Council, the European Union, the United States of America or any other sovereign government.
- Economic Sanctions Law means any law, regulation or decision enacting Economic Sanctions.

14. Disclaimer and Miscellaneous

14.1 EXCEPT FOR THE EXPRESS WARRANTIES SET OUT ABOVE, ES GRANTS NO OTHER WARRANTIES RELATING TO THE PROVISION OF ITS SERVICES AND ALL TERMS, CONDITIONS, STIPULATIONS, STATEMENTS AND WARRANTIES (INCLUDING ANY WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, USE AND DEFECTS WHATSOEVER, WHETHER EXPRESS OR IMPLIED BY STATUTE, AT COMMON LAW OR OTHERWISE HOWSOEVER) AS TO THE MANNER, QUALITY, DEFECTS AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

14.2 These Terms and Conditions may be modified in writing from time to time by ES and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ES accepts the order.

14.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

14.4 Failure by either ES or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

14.5 The customer may not assign nor transfer its obligations under these Terms and Conditions without the prior written consent of ES. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of either party.

14.6 The relationship between the parties created by this Agreement shall be that of independent contractors, and nothing contained herein shall be construed as constituting a partnership, agency or relationship of employer and employee between the parties.

14.7 A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons.

15. Governing Law/ Jurisdiction

15.1 The construction, validity and performance of these Terms and Conditions shall be governed by Singapore laws and the parties agree to be bound by the non-exclusive jurisdiction of the Singapore courts.