



## Terms and Conditions

This report is issued by SINGAPORE TEST SERVICES PTE.LTD., (herein referred to as "STS") under the following conditions:-

1. The test report is prepared on the outcome of the test(s) conducted and on the specific samples(s) submitted to STS for test(s) only is subject to the comprehensiveness and exhaustiveness of the tests, examinations and surveys requested.
2. STS assumes no other responsibilities except for those expressly agreed to herein.
3. Under no circumstances shall STS bear any liability whatsoever for:-
  - a) the suitability of any sample(s) for any particular purpose or use under any specific conditions whether or not the conditions were known or communicated to STS;
  - b) any loss or damage of any nature arising from any implied warranty or condition or from tort (including but not limited to any negligence), breach of statutory or other duty on the part of STS or in any way arising out of or in connection with the performance or purported performance of failure to perform on the part of STS

and no warranties are given and none may be implied directly or indirectly relating to STS, its services, facilities, and this test report. In no event shall STS be liable for indirect, collateral, special or consequential damage (including without limitation, loss of profits).

4. This report may not be reproduced unless written permission for its publication has been obtained from the General Manager, STS whose discretion is sole and absolute. If written approval is given under this provision, no partial reproductions are allowed.
5. This report (and any authorized reproductions thereof) shall be extended to the customer's directors and employees strictly on a need-to-know basis and for the purpose for which this report is prepared only.
6. This report may be shown to the customer's employees and customers (actual and potential) on a need-to-know basis only provided always that STS shall in no event be liable for any loss or damage suffered or to be suffered by such employees and/or customers arising from the use or reliance on this report. The customer shall ensure that such employees and customers shall not grant access to this report to other third parties and are bound to keep the report confidential.
7. Without prejudice to any of the above provisions, the customer shall take all steps necessary to ensure that:-
  - a) This report remains confidential at all times;
  - b) subject to clause 6 herein, third parties shall not have access to this report nor any copies hereof in whatever forms and in whichever manner;
  - c) this report is made solely for the purpose of ascertaining to the outcome of the test(s) conducted only and shall not be used for any promotion or advertising purposes;
  - d) STS does not accept and is not liable in any event to its directors, employees and /or third parties in respect of any use or knowledge they may have of this report; and
  - e) It shall indemnify STS for all loss or damage suffered or to be suffered by STS as a result of any breach of the terms herein.
8. If any term or provision of this agreement is held by a court of competent jurisdiction to be valid, void or unenforceable, the remainder of the terms and provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

