

General Business Conditions

of TÜV Rheinland Singapore Pte Ltd.,
hereafter referred to as "TRS".

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1. Introduction

The "S" Mark is owned by TÜV Rheinland Singapore Pte Ltd (hereafter referred to as "TRS"), a company incorporated in the Republic of Singapore (No. of Company 04701/1989-H) ("TÜV Rheinland Singapore Pte. Ltd"). The "S" mark certificate is issued by the Certification Body of TRS.

The "S" Mark is a certification mark registered under the Trade Marks Act (Chapter 332) of Singapore.

The "S" Mark, when appearing on or in relation to a Product indicates that TRS independently endorses the claim of conformity with the entirety of the specified Standard or Standards or the applicable part or parts thereof.

The "S" Mark can only be used under License from TRS in accordance with these "S" Mark License Regulations (the "Regulations"), which for the avoidance of doubt include the Schedules hereto (as amended from time to time by TRS).

The Regulations constitute the requirements for use of the "S" Mark under License, including, legal and financial requirements, what is expected of Applicants, Licensees and what is provided by TRS.

The Regulations form the agreement between TRS and each Applicant and Licensee.

Applications for an "S" Mark License should be made to TRS.

10. General Business Conditions

10.1 General

The conditions detailed in this section 10 shall apply to the agreed services including information, deliveries and the like and to auxiliary services and other subsidiary contractual obligations performed in execution of the contract.

No general terms and conditions of the client shall form part of the contract even if they are not further expressly repudiated by TRS (TÜV Rheinland Singapore Pte. Ltd.).

10.2 Offers

Until final conclusion of the contract or written confirmation of the order, offers made by TRS, particularly as regards scope, execution, prices and time limits, shall remain conditional and shall not be binding.

10.3 Scope or performance

The scope of performance shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, the written confirmation of order by TRS shall be decisive.

TRS shall be liable for performance specifications and undertakings or other declarations by its representatives or agents only if such declarations have been designated as binding by TRS.

The agreed services shall be performed in accordance with the generally recognized rules of technology and in compliance with the regulations in force at the time of confirmation of the order - unless otherwise expressly agreed in writing.

On execution of testing operations there shall be no assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the product as a whole. In particular, no responsibility shall be accepted for design, choice of materials and construction of installations examined, unless these questions are expressly covered by the contract. This shall be similarly applicable to safety programs or safety regulations.

10.4 Performance times and deadlines

The performance times and deadlines agreed in the contract shall be based on estimates of the extent of the work according to particulars supplied by the client. They shall be binding only if TRS gives express, written confirmation that they are binding.

10.5 Cooperation

The client shall guarantee that all cooperation required of him, his agents or third persons will be provided in good time and at no cost to TRS.

Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge. Moreover, the cooperative acts of the client must correspond to the legal provisions, standards, safety regulations and accident prevention rules applicable in each case.

The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of tardy, incorrect or incomplete information or lack of proper cooperation. Even where a

fixed or maximum price is agreed, TRS shall be entitled to charge extra for such additional expenses.

10.6 Confidentiality

TRS and its employees are bound not to disclose any facts that come to their knowledge as a result of the order.

Written documents, drawings, plans, etc. made available to TRS and relevant to the execution of the order may be copied (photocopied) for the records of TRS.

10.7 Copyrights

All copyrights including joint copyrights to expert reports, test results, calculations, etc. produced by TÜV Rheinland shall remain with TÜV Rheinland.

Expert reports, test results, calculations, descriptions, etc. produced in connection with the order may be used by the client only for their agreed intended purpose.

10.8 Acceptance

Any part of the work ordered which is complete in itself may be presented by TRS for acceptance as an installment. The client shall be obliged to accept it immediately. If the client fails to fulfill the client acceptance obligation immediately, acceptance shall be deemed to have been taken place four calendar weeks after performance of the work.

10.9 Liability

The liability of TRS for all damage in connection with a contract shall be limited to a total of SGD 1million for personal injury and damage to property, unless the damage was caused intentionally or by gross negligence.

This limitation on liability shall not apply to the absence of guaranteed qualities.

The limitation on the liability of TRS shall be similarly applicable to its employees, agents, managerial staff, and constituent bodies. TRS shall not be liable for personnel made available to it by the client for the inspection of products or the inspection or supervision of an installation or facility operated by the client unless the personnel made available are deemed to be agents of TRS. Where TRS is not liable for personnel made available in accordance with the preceding sentence, the client shall indemnify TRS for any claims by third parties.

TRS is not liable for any damage the Client suffer as a result of the non-granting, suspension or withdrawal of a certificate.

The limitation period for compensation claims shall be in accordance with the statutory provisions. Notwithstanding this provision, a three-year time limit shall apply to claims for compensation arising from positive breach of contract.

10.10 Other provisions

The contractual relationship shall be governed by Singapore law and, for subsidiaries, by the respective national law. The place of performance shall be the place where the agreed services are to be performed, or otherwise the registered offices of TRS.

In order to be effective, subsidiary oral agreements must be confirmed in writing. Contract amendments and additions including an amendment to this written form clause must be in writing in order to be effective.

If individual provisions or parts of provisions of this document should become ineffective, the effectiveness of the remaining provisions shall be unaffected. Instead of the ineffective provision or ineffective part of a provision, an effective provision, which corresponds to or comes nearest to the sense and intention of the ineffective provision, shall be deemed to have been agreed.

The English wording is binding.

As of 2013.06.12

TÜV Rheinland Singapore Pte Ltd.

Member of the
TÜV Rheinland Group

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