

**GENERAL CONDITIONS FOR  
SAMPLE MANAGEMENT SERVICES AND DANGEROUS GOODS SERVICES RENDERED  
BY SGS NEDERLAND BV AND/OR SGS BELGIUM NV (hereinafter referred to as "Company")**

**1. GENERAL**

1.1 Company undertakes to provide sample and/or dangerous goods logistics services in accordance with these general conditions (hereinafter called "General Conditions") and accordingly all offers or tenders of services and all resulting contracts, agreements or other arrangements will in all respects be governed by these General Conditions, unless otherwise specifically agreed in writing except only to the extent that the law of the place where such arrangements or contracts are made or carried out shall preclude any of the General Conditions and in such case the said local law shall prevail wherever, but only to the extent that, it is at variance with these General Conditions.

1.2 No alteration, amendment or waiver of any of these General Conditions shall have any effect unless made in writing and signed by an officer of Company.

**2. SERVICES**

2.1 Company will provide services in accordance with:

- a) Client's specific instructions as confirmed by Company;
- b) the terms of any standard order form and/or standard specification sheet of Company, if applicable;
- c) any relevant trade custom, usage, practice; and
- d) such methods as Company shall consider appropriate on technical, operational and/or financial grounds.

2.2 When instructed by Client to ship samples and/or dangerous goods, Company shall act as shipper as defined in the Dangerous Goods Regulations issued by the International Air Transport Association as may be in force from time to time. Any road transport shall be performed as per the CMR conditions laid down in the United Nations Convention on the Contract for the International Carriage of Goods by Road (Geneva, May 19, 1956). Any air transport shall be performed as per the Montreal Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, May 28, 1999). Any maritime transport of dangerous goods shall be performed as per the International Maritime Dangerous Goods Code, latest applicable version.

2.3 Documents reflecting engagements contracted between Client and third parties, or third parties' documents, such as copies of contracts of sale, letters of credit, bills of lading, etc., are (if received by Company) considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by Company.

2.4 Delivery to and receipt by Company of the samples and/or dangerous goods is effected by the samples and/or dangerous goods being handed over by Client and taken over by Company. The samples and/or dangerous goods are to be delivered to and collected at Company's premises during Company's official business hours, available upon simple request. If Company at its discretion agrees to perform services outside these hours, then Client shall pay overtime and related charges thereby incurred by Company.

2.5 If Client instructs Company to conduct any qualitative, quantitative or other inspection with respect to the samples and/or dangerous goods, such inspection is conducted subject to Company's general conditions for inspection and testing services (available upon request) and all other terms and conditions of the specific order.

2.6 Packages including without limitation drums, containers, bottles and bulk may be opened for examination and/or testing of the contents at Client's request, but Company is at all times entitled but not obliged to do so, if it suspects that the contents have been wrongly described or may damage other samples and/or dangerous goods. If the examination or testing reveals that the contents differ from those stated or that there is reasonable likelihood of damage to

other samples and/or dangerous goods, the costs of the examination and/or testing are for Client's account.

2.7 In the absence of any examination and/or testing Company shall assume that the Material Safety Data Sheet is accurate in all respects and properly describes the samples and/or dangerous goods.

2.8 In the event Company is instructed to recondition the samples and/or dangerous goods, Company shall assume that the reconditioning process does not alter the specifications of the samples and/or dangerous goods as stated in the Safety Data Sheet provided by Client.

2.9 Company is entitled to return the samples and/or dangerous goods to Client without stating any reasons.

2.10 Company reserves the right to relocate its handling facilities. The cost of this transfer and the risk of transport is for Company's account unless in the opinion of Company the transfer must be effected in the interest of the samples and/or dangerous goods or through circumstances beyond Company's reasonable control. If the samples and/or dangerous goods are transferred to another handling facility, Company shall notify Client, but failure to so notify does not give the latter any right of claim against Company.

2.11 Company shall keep all samples taken by it or entrusted to it for other purposes than analysis during the shelf life time of such samples with a maximum of ten (10) years after sampling or reception date. The mere expiry of this period implies that Client has given permission to Company to have these samples either destroyed or returned at Client's costs.

**3. CLIENT'S DUTIES AND WARRANTIES**

3.1 Client will:

- a) give Company explicit and clear instructions in writing;
- b) always reveal the full identity and transport/hazard classification of the samples and/or dangerous goods being subject to the instructions and provide the applicable Safety Data Sheet. The Client warrants that any Safety Data Sheet provided by the Client shall be fully compliant with the European legislation requirements applicable to such Safety Data Sheets. Throughout the duration of their collaboration, Client shall automatically provide Company with the newest actualised versions of each Safety Data Sheet ;
- c) indicate storage, custody and handling conditions as well as the declared value (for which Company accepts no responsibility), the number of packages or units, the gross weight, the compatibility of the different dangerous goods versus the (material of the) recipients (this applies to softening, premature ageing, permeability, chemical degradation, stress cracking, etc. Evidence of such assessments must be made available by Client upon Company's request.), and all particulars which are of such a nature which would enable Company to provide the services;
- d) procure all necessary access for Company's representatives to enable the required services to be performed effectively;
- e) take all necessary steps to eliminate or remedy any obstruction to, or interruptions in, the performance of the services;
- f) inform Company in advance of any known hazards or dangers, actual or potential, associated with any samples and/or dangerous goods including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons; and
- g) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party, failing which Company shall be under no obligation to Client.

3.2 Client warrants:

- a) the good condition of the samples and/or dangerous goods;
- b) that all appropriate measures have been taken to ensure that the recipients used are compatible with the dangerous goods;
- c) that all closures are completely tight to prevent shifting/leaking;
- d) that the maximum filling degree has not been exceeded; and

- e) that outer packages delivered by Client are in accordance with the specific packaging requirements as specified in the test report relating to the samples and/or dangerous goods (e.g. number of inner bottles and sizes, correct use cushioning material, ...).

3.3 Client warrants that the samples and/or dangerous goods are not subject to any limitations as set forth in Section 2 of the Dangerous Goods Regulations issued by the International Air Transport Association as may be in force from time to time.

#### 4. FEES AND PAYMENT

4.1 Client will promptly pay not later than 30 days after the relevant invoice date or within such other period as may have been agreed in writing by Company all proper charges rendered by Company failing which interest will become due at the rate of LIBOR plus 2 per cent per annum from the date of invoice until payment. Client shall not be entitled to retain or defer payment of any sums due to Company on account of any dispute, counter claim or set off which it may allege against Company. Client shall also pay all of Company's costs of collecting any amounts owed to Company, including attorneys' fees and court costs.

4.2 In the event that any unforeseen problems or expenditure arise in the course of carrying out any of the contracted services Company shall endeavour to inform Client and shall be entitled to make additional charges to cover additional time and cost necessarily incurred to complete the service.

4.3 If Company is unable to perform all or part of the services because of lack of access or availability of samples and/or dangerous goods or undue postponement or delay on the part of Client, Company shall be entitled to make charges and to reimbursement of any non refundable expense incurred by Company

4.4 In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client Company shall be entitled to suspend all further performance of its services forthwith and without liability.

#### 5. LIABILITY AND INDEMNIFICATION

5.1 Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only in cases of proven negligence.

5.2 In any event, Company shall not be liable for any loss howsoever caused or arising

- a) through theft, burglary or from any form of wrongful acquisition or detention; or
- b) due to changes in the inherent characteristics of the samples and/or dangerous goods, such as but not limited to evaporation, oxidation, melting, precipitation, change of colour; or
- c) if such loss consists of quality decrease due to the single fact of reconditioning or other manipulations ordered by the client
- d) out of a breach of any of Client's warranties or by any circumstances by virtue of which Company is relieved of its contractual obligations as provided herein; and/or
- e) in connection with the performance, purported performance or non-performance of any services carried out by third parties, such as but not limited to freight forwarders, airlines, ship owners, cargo agents.

5.3 The liability of Company in respect of any claim for loss, damage or expense of whatsoever nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to ten (10) times the amount of the fee payable in respect of the specific service required which gives rise to such claim, provided, however, that Company shall have no liability for any indirect, special or consequential loss (including loss of profits).

5.4 The limit of liability of Company under the terms of clause 5.3 may be increased upon request received by Company in advance of the performance of the service to such figure as may be agreed upon payment of additional fees equal to an appropriate

fraction of the increase in such compensation or as may be agreed upon.

5.5 Client shall guarantee, hold harmless and indemnify Company and its officers, employees, agents or subcontractors against all claims made by any third party for loss, damage or expense of whatsoever nature including reasonable legal expenses and howsoever arising relating to the performance, purported performance or non-performance of any services to the extent that the aggregate of any such claims relating to any one service exceed the limit mentioned in clause 5.3.

5.6 Client is liable to Company and/or to any third party for any injury, loss or damage arising from incorrect, misleading and/or incomplete description, indication or information, including inaccuracies or omissions with respect to the samples and/or dangerous goods, as well as for damage arising from defects in the samples and/or dangerous goods and/or from defects in the packing by Client of the samples and/or dangerous goods. Client shall indemnify Company against third party claims in respect of any injury, loss or damage caused as aforesaid and Client shall bear all charges, costs, fees (including attorneys' fees) and disbursements incurred by Company in respect of all legal proceedings or intended legal proceedings by or against Company in relation to such damage.

5.7 Client acknowledges that Company does not, either by entering into this contract or by performing the services rendered, assume, abridge, abrogate or undertake to discharge any duty of Client to any other person.

5.8 Company shall be discharged from all liability to Client for all claims for loss, damage or expense unless notice of the claim is brought within 90 days after the date of the performance by Company of the service which gives rise to the claim or in the event of any alleged non-performance within 90 days of the date when such service should have been completed.

#### 6. FORCE MAJEURE

In the event of Company being prevented by reason of any cause whatsoever outside Company's control from performing or completing any service for which an order has been given or an agreement made, Client will pay to Company

- a) the amount of all abortive expenditure actually made or incurred; and
  - b) a proportion of the agreed fee equal to the proportion (if any) of the service actually carried out;
- and Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.

#### 7. DISPUTES

7.1 THESE GENERAL CONDITIONS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE BELGIAN KINGDOM.

7.2 EXCEPT FOR THE MERE RECOVERY OF UNPAID INVOICES, ALL DISPUTES ARISING IN CONNECTION WITH THESE GENERAL CONDITIONS SHALL BE FINALLY SETTLED UNDER THE RULES OF CONCILIATION AND ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH THE SAID RULES.

UNLESS OTHERWISE AGREED, THE ARBITRATION SHALL TAKE PLACE IN ANTWERPEN, BELGIUM, IN THE ENGLISH LANGUAGE.