

## **DECLARATION OF IDENTITY**

To whom it may concern,

We declare that our product listed below:

PRODUCT CODE: NBR9PFFT35RBCS

PRODUCT NAME: 9" POWDER FREE NITRILE GLOVES, FINGER TEXTURED,

REGULAR BLUE, SINGLE CHLORINATED 3.5G.

SPECIFICATION NUMBER & REVISION NO.: PS 305/00 (ORIGINAL)

is identical to Firefly Worldwide Limited Model No.:

MPN	FFWW Model No.	Description	EAN pack
QUBE-NPF-S-TP(HK)	FFWW-MS-GL01S	Disposable Medical Gloves Size S Box of 100 pcs	4897088620413
QUBE-NPF-M-TP(HK)	FFWW-MS-GL01M	Disposable Medical Gloves Size M Box of 100 pcs	4897088620406
QUBE-NPF-L-TP(HK)	FFWW-MS-GL01L	Disposable Medical Gloves Size L Box of 100 pcs	4897088620390

As specifications are updated periodically, we **Qube Medical Products Sdn.** Bhd. will reserve the right to further revise the specification of the product listed above and update this declaration to reflect the changes. The current declaration is valid for one year from the date of this declaration or till next revision of the product specification, whichever comes first.

Qube Medical Products Sdn Bhd (827379-P)

No. 9, Jalan KPK 1/3

Kawasan Perindustrian Kundang 48020 Kundang, Selangor.

Tel: 03-60345857 Fax; 03-60345859

Signature & Company Stamp

Rawang, Selangor, 10th of June, 2020.

Place & Date

## DECLARATION OF IDENTITY

To whom it may concern,

We declare that product tested and reported via the SGS Test Report No.: CRSSA/200639710-CA37974 (testing for requirements of EN 455 Part 1, 2, 3) and Qube's Real Time Shelf Life Study Report – Powder Free Nitrile Examination Gloves (testing for requirements of EN 455 Part 4) are similar product produced with the same raw materials and production process as the product supplied the Firefly Worldwide Limited Model No.:

FFWW Model no.	Description	MPN	EAN pack
FFWW-MS-GL01XS	Qube Disposable Medical Gloves Size XS Box of 100 pcs	QUBE-NPF-XS-TP(HK)	4897088620475
FFWW-MS-GL01S	Qube Disposable Medical Gloves Size S Box of 100 pcs	QUBE-NPF-S-TP(HK)	4897088620413
FFWW-MS-GL01M	Qube Disposable Medical Gloves Size M Box of 100 pcs	QUBE-NPF-M-TP(HK)	4897088620406
FFWW-MS-GL01L	Qube Disposable Medical Gloves Size L Box of 100 pcs	QUBE-NPF-L-TP(HK)	4897088620390
FFWW-MS-GL01XL	Qube Disposable Medical Gloves Size XL Box of 100 pcs	QUBE-NPF-XL-TP(HK)	4897088620420

As specifications are updated periodically, we **Qube Medical Products Sdn. Bhd.** will reserve the right to further revise the specification of the product listed above and update this declaration to reflect the changes. The current declaration is valid for one year from the date of this declaration or till next revision of the product specification, whichever comes first.

Qube Medical Products Sdn Bhd (827379-P)

No. 9. Jalan KPK 1/3 Kawasan Perindustrian Kundang 48020 Kundang, Selangor. Tel: 03-60345857 Fax: 03-60345859

Rawang, Selangor, 03rd of September, 2020.

Place & Date

Signature & Company Stamp



## Qube Medical Products Sdn. Bhd. 827379-P

## **DECLARATION OF CONFORMITY**

Manufacturer's Name

: QUBE MEDICAL PRODUCTS SDN. BHD.

Manufacturer's Address

: No. 9. Jalan KPK 1/3, Kawasan Perindustrian Kundang, 48020, Kundang Jaya, Selangor Darul Ehsan, Malaysia.

European Authorized

: Leli Group Holding B.V. Curieweg 15

Representative

2408 BZ Alphen aan den Rijn

The Netherlands

Tel.: +31 (0)172 63 66 66

Name of Device

: Nitrile Examination Gloves

Type

: Powder Free

Brand

: Qube

Model No

MPN	FFWW Model No.	Description	EAN pack
OUBE-NPF-S-TP(HK)	FFWW-MS-GL01S	Disposable Medical Gloves Size S Box of 100 pcs	4897088620413
OUBE-NPF-M-TP(HK)	FFWW-MS-GL01M	Disposable Medical Gloves Size M Box of 100 pcs	4897088620406
OUBE-NPF-L-TP(HK)	FFWW-MS-GL01L	Disposable Medical Gloves Size L Box of 100 pcs	4897088620390

Classification

: Class I. Non Sterile (Rule 5)

Conformity Assessment Procedure: Annex VII

Conformity Route

: Self Declaration

Standard Reference

: EN455: 1,2,3 and 4.

We herewith declare with our own responsibility that above mentioned product(s) with CE mark are fully compliance with Essential Requirement of the EC Council Directive 93/42/EEC 14th June 1993 concerned medical devices, amended by Council Directive 2007/47/EC.

(place and date)

(authorized signature and standing Medical Products Sdn Bhd (827379-P)

> No. 9, Jalan KPK 1/3 Kawasan Perindustrian Kundang

48020 Kundang, Selangor. Tel: 03-60345857 Fax: 03-60345859

Davendran (Factory Manager)

Selangor, Malaysia on 10th of June, 2020.

Factory: No.9&10, Jalan KPK 1/3, Kawasan Perindustrian Kundang, 48020 Kundang Jaya, Selangor, Malaysia. Website: www.qubemedic.com Fax.: +603 6034 5859 Tel.: +603 6034 5857



## **DECLARATION OF CONFORMITY**

Manufacturer's Name

: QUBE MEDICAL PRODUCTS SDN. BHD.

Manufacturer's Address

: No. 9, Jalan KPK 1/3, Kawasan Perindustrian Kundang, 48020, Kundang Jaya, Selangor Darul Ehsan, Malaysia.

European Authorized

: Leli Group Holding B.V.

Representative

Curieweg 15

2408 BZ Alphen aan den Rijn

The Netherlands

Tel.: +31 (0)172 63 66 66

Name of Device

: Nitrile Examination Gloves

Type

: Powder Free

**Brand** 

: Qube

Model No

:

Leli Group Model No.	Description	MPN	EAN pack
QUGLOVESXS	Qube Disposable Medical Gloves Size XS Box of 100 pcs	QUBE-NPF-XS-TP(HK)	4897088620475
QUGLOVESS	Qube Disposable Medical Gloves Size S Box of 100 pcs	QUBE-NPF-S-TP(HK)	4897088620413
QUGLOVESM	Qube Disposable Medical Gloves Size M Box of 100 pcs	QUBE-NPF-M-TP(HK)	4897088620406
QUGLOVESL	Qube Disposable Medical Gloves Size L Box of 100 pcs	QUBE-NPF-L-TP(HK)	4897088620390
QUGLOVESXL	Qube Disposable Medical Gloves Size XL Box of 100 pcs	QUBE-NPF-XL-TP(HK)	4897088620420

Classification

: Class I, Non Sterile (Rule 5)

Conformity Assessment Procedure: Annex VII

Selangor, Malaysia on 03rd of September, 2020.

AIIIOX VII

Conformity Route

: Self Declaration

Standard Reference

: EN455 : 1,2,3 and 4.

We herewith declare with our own responsibility that above mentioned product(s) with CE mark are fully compliance with Essential Requirement of the EC Council Directive 93/42/EEC 14th June 1993 concerned medical devices, amended by Council Directive 2007/47/EC.

(place and date)

(authorized signature and stamp)

Qube Medical Products Sdn Bhd

(827379-P)

No. 9, Jalan KPK 1/3 Kawasan Perindustrian Kundang 48020 Kundang, Selangor. Tel: 03-60345857 Fax: 03-60345859

Davisadasa

Davendran (Factory Manager)

Factory: No.9&10, Jalan KPK 1/3, Kawasan Perindustrian Kundang, 48020 Kundang Jaya, Selangor, Malaysia. Tel.: +603 6034 5857 Fax.: +603 6034 5859 Website: www.qubemedic.com

# bsi.



# Certificate of Registration

**OUALITY MANAGEMENT SYSTEM - ISO 13485:2016** 

This is to certify that:

Qube Medical Products Sdn. Bhd.

No. 9, Jalan KPK 1/3,

Kawasan Perindustrian Kundang,

Kundang Jaya, Selangor 48020 Malaysia

Holds Certificate No:

MD 600017

and operates a Quality Management System which complies with the requirements of ISO 13485:2016 for the following scope:

The manufacture of powder-free latex examination gloves and powder-free nitrile examination gloves.

For and on behalf of BSI:

Gary E Slack, Senior Vice President - Medical Devices

Jany C Stade

Original Registration Date: 2014-03-06

Latest Revision Date: 2020-02-21

bsi.



Effective Date: 2020-03-06 Expiry Date: 2023-03-05

Page: 1 of 1

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This certificate was issued electronically and remains the property of BST and is bound by the conditions of contract. An electronic certificate can be authoriticated online.

Printed copies can be validated at www.hsi-global.com/ClientDirectory or telephone ±603 9212 9638. Further clarifications regarding the scope of this certificate and the applicability of ISO 13485:2016 requirements may be obtained by consulting the organization. This certificate is valid only if provided original copies are in complete set.







# Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2015

This is to certify that:

Qube Medical Products Sdn. Bhd.

No. 9, Jalan KPK 1/3,

Kawasan Perindustrian Kundang,

Kundang Jaya, Selangor 48020 Malaysia

Holds Certificate No:

FM 600013

and operates a Quality Management System which complies with the requirements of ISO 9001:2015 for the following scope:

The manufacture of powder-free latex examination gloves and powder-free nitrile examination gloves.

For and on behalf of BSI:

Chris Cheung, Head of Compliance & Risk - Asia Pacific

Original Registration Date: 2014-02-23 Latest Revision Date: 2020-02-21

2-21 Expiry Date: 2023-02-22

bsi.

IAF



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Page: 1 of 1

Effective Date: 2020-02-23

This certificate was issued electronically and remains the property of BSI and is bound by the conditions of contract. An electronic confile to on the authoriticated online

An electronic certificate can be authenticated online.

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Further denifications regarding the scope or this certificate and the applicability of (SO 9001.2015 requirements may be obtained by consulting the organization. This certificate is valid only if provided original copies are in complete set.



SATRA Technology Centre Ltd Wyndham Way, Telford Way, Kettering, Northamptonshire, NN16 8SD United Kingdom Tel: +44 (0) 1536 410000 Fax +44 (0) 1536 410626 email: info@satra.com

www.satra.com



Customer details:

Qube Medical Products Sdn. Bhd.

No. 9 & 10. Jalan KPK 1/3

Kawasan Perindustrain Kundang

Kundang Jaya, Rawang Selangor Darul Ehsan

Malaysia

SATRA reference: CHM0298827/2023/EN

Your reference:

NSPO-20/07/0053

Date of report:

11th August 2020

Samples received: 21st July 2020

Date(s) work

27th July to 11th August

carried out:

2020

## **TECHNICAL REPORT**

Subject:

Chemical innocuousness testing in accordance with EN ISO 21420:2020 and EN 16523-1:2015+A1:2018 resistance to permeation by chemicals on gloves described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1

## Conditions of Issue:

This report may be forwarded to other parties provided that it is not changed in any way. It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.

Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for guidance only.

Tests marked ≠ fall outside the UKAS Accreditation Schedule for SATRA. All interpretations of results of such tests and the comments based upon them are outside the scope of UKAS accreditation and are based on current SATRA knowledge.

A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested. SATRA shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in the report.

The uncertainty of the results (UoM) in this report is based on a standard uncertainty multiplied by a coverage factor k=2, which provides a coverage probability of approximately 95%.

Report signed by:

Emma Norris

Position:

Technologist Team Leader

Department:

Chemical & Analytical Technology

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SATRA Technology Centre Ltd (a subsidiary of SATRA). Registered in England No. 3856296 at the above addre





## WORK REQUESTED:

Samples of gloves described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1 were received on the 21<sup>st</sup> July 2020 for testing in accordance with the innocuousness requirements of EN ISO 21420:2020 and EN 16523-1:2015+A1:2018 and assessment in accordance with the requirements of EN ISO 374-1:2016+A1:2018.

## **SAMPLES SUBMITTED:**



Samples described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1

### CONCLUSION:

The samples of gloves described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1 were assessed in accordance with the innocuousness requirements of EN ISO 21420:2020 and were found to meet with the requirements for pH value and PAHs. When assessed in accordance with the requirements of EN ISO 374-1:2016+A1:2018 the samples of gloves described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1 achieved the following performance levels:

Chemical	Performance level
Methanol (CAS: 67-56-1)	The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved
40% Sodium hydroxide (CAS: 1310-73-2)	6
96% Sulphuric acid (CAS: 7664-93-9)	The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved
99% Acetic acid (CAS: 64-19-7)	The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved
30% Hydrogen peroxide (CAS: 7722-84-1)	1
37% Formaldehyde (CAS: 50-00-0)	5

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## **TESTING REQUIRED:**

- EN ISO 21420:2020 Clause 4.2 c) pH Value (EN ISO 3071:2006 Textiles Determination of pH of aqueous extract).
- EN ISO 21420:2020 Clause 4.2 f) Polycyclic aromatic hydrocarbons (PAHs) (#PD CEN ISO/TS 16190:2013 Footwear Critical substances potentially present in footwear and footwear components. Test method to quantitatively determine polycyclic aromatic hydrocarbons (PAH) in footwear materials in accordance with SATRA SOP CAT-047 (modified for the detection of those PAH listed in the appendices)).
- EN 16523-1:2015+A1:2018 Determination of material resistance to permeation by chemicals -Part 1: Permeation by liquid chemical under conditions of continuous contact.

## **RESULTS AND REQUIREMENTS:**

EN ISO 3071:2006 - Textiles - Determination of pH of aqueous extract.

Date of determination: 28th July 2020

Sample	Method	pH Value	UoM	Pass/Fail
Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1	ISO 3071:2006 (water extraction)	6.9	± 0.1	Pass
Requirement	pH value greater than 3.5 and less than 9.5		an 9.5	

The extraction solution temperature was 23°C and at pH 7.4

≠PD CEN ISO/TS 16190:2013 - Footwear - Critical substances potentially present in footwear and footwear components. Test method to quantitatively determine polycyclic aromatic hydrocarbons (PAH) in footwear materials in accordance with SATRA SOP CAT-047 (modified for the detection of those PAH listed in the appendices)

Testing completed 31st July 2020

Analysed by Gas Chromatography with Mass Spectrometry (GC-MS)

Sample	PAHs detected (mg/kg)	Pass/Fail
Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1	<0.2 (of each PAH listed in the appendices)	Pass
Requirement	≤ 1mg/kg (0.0001% by mass of this component) of each listed in the appendices	

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EN ISO 374-1:2016+A1:2018 - Protective gloves against dangerous chemicals and micro-organisms - Part 1: Terminology and performance requirements for chemical risks. Table 1: Permeation performance levels.

Permeation performance level	Measured breakthrough time (minutes)	
1	>10	
2	>30	
3	>60	
4	>120	
5	>240	
6	>480	

Performance levels are based on the lowest individual result achieved per chemical.

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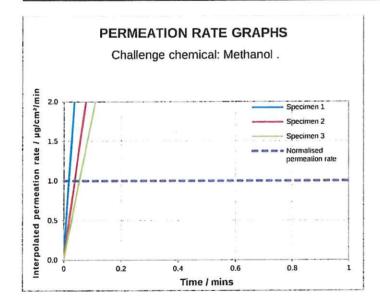
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Test/Property	Sample reference:	Powder Free Nitrile E Lot numb	Performance	
		Chemical:	Methanol	
EN		Normalised permeation	rate (NPR): 1 μg/cm²/min	
16523-1:2015 +A1:2018 in	Test	Detection technique:	GC-FID (periodic measurement)	The samples
accordance	information:	Collection medium:	Dry air (open loop)	tested did not
with SATRA	5	Collection medium flow	rate: 335 – 380 ml/min	meet with the
SOP CAT-005		Test temperature:	(23 ± 1) °C	breakthrough
	Specimen	Thickness (mm)∆	Breakthrough time (mins)*	time for a
Using stainless steel permeation	1	0.08	<1	level 1 to be
cells with	2	0.08	<1	achieved
standardised dimensions	3	0.08	<1	
		Test result:	<1	
		UoM:	<1	
Visual appearance of specimens after testing:			Severely swollen	



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Date:

11th August 2020

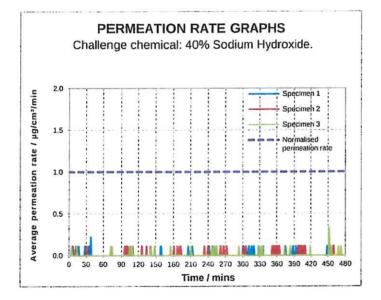
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Test/Property	Sample reference:	Powder Free Nitrile Ex Lot numbe	Performance	
		Chemical: 40%	Sodium hydroxide	
		Normalised permeation	rate (NPR): 1 μg/cm²/min	
EN 16523-1:2015	Test	Detection technique: (	Conductimetry continuous measurement)	
+A1:2018 in	information:	Collection medium: De	ionised water (closed loop)	
accordance with SATRA		Collection medium stirring rate: (each cell constant to within ± 10%) 45 – 65 ml/min		
SOP CAT-009		Test temperature:	(23 ± 1) °C	Level 6
Using PTFE	Specimen	Thickness (mm)∆	Breakthrough time (mins)	
permeation cells	1	0.08	>480	
with standardised	2	80.0	>480	
dimensions	3	0.07	>480	
		Test result:	>480	
		UoM:	<1	
Visual appearance of specimens after testing:			Swollen	



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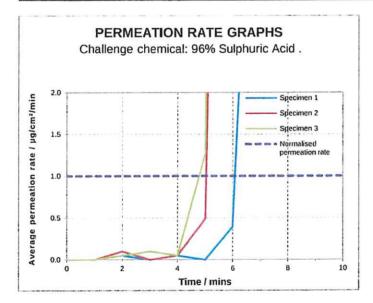






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Test/Property	Sample reference:	Powder Free Nitrile Exa Lot number	Performance	
		Chemical: 969	% Sulphuric acid	
		Normalised permeation ra	ate (NPR): 1 μg/cm²/min	
EN 16523-1:2015	Test	Detection technique: (c	Conductimetry ontinuous measurement)	The samples
+A1:2018 in	information:	Collection medium: Deid	onised water (closed loop)	tested did not
accordance with SATRA		Collection medium stirring (each cell constant to within ±		meet with the minimum
SOP CAT-009		Test temperature:	(23 ± 1) °C	breakthrough
Using PTFE	Specimen	Thickness (mm)∆	Breakthrough time (mins)	time for a performance
permeation cells	1	0.08	7	level 1 to be
with standardised dimensions	2	0.07	6	achieved
dimensions	3	0.07	5	
		Test result:	5	
		UoM:	<1	
Visual appearance of specimens after testing:		Swollen, brittle, disi	ntegrated, discoloured and	hardened



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SATRA Reference:

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Date:

11th August 2020

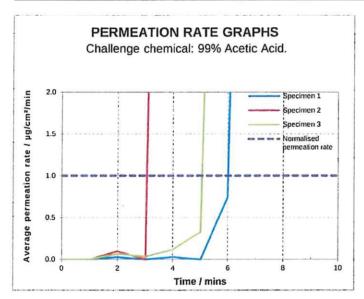
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Test/Property	Sample reference:	Powder Free Nitrile Ex Lot numbe	Performance	
		Chemical: 9	99% Acetic acid	
		Normalised permeation r	ate (NPR): 1 μg/cm²/min	
EN 16523-1:2015	Test		Conductimetry continuous measurement)	The samples
+A1:2018 in	information:	Collection medium: Dei	onised water (closed loop)	tested did not
accordance with SATRA	Specimen	Collection medium stirring rate: (each cell constant to within $\pm$ 10%) 45 – 65 ml/min		meet with the minimum breakthrough
SOP CAT-009		Test temperature: $(23 \pm 1)$ °C		
		Thickness	Breakthrough time	time for a
Using PTFE	Орсоннен	(mm)∆	(mins)	performance
permeation cells	1	0.07	7	level 1 to be
with standardised dimensions	2	0.08	4	achieved
umensions	3	0.07	6	
		Test result:	4	
		UoM:	<1	
Visual appearance of specimens after testing:			Not observed	



Qube Medical Products Sdn. Bhd.

SATRA Reference:

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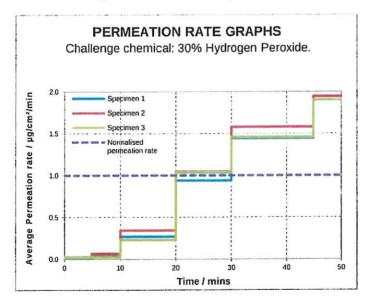






Test/Property	Sample reference:	Powder Free Nitrile E Lot numl	Performance	
		Chemical: 30°	% Hydrogen peroxide	
		Normalised permeation	rate (NPR): 1 μg/cm²/min	
EN 16523-1:2015	Test	Detection technique: Electrochemical detector (periodic measurement)		
+A1:2018 in	information:	Collection medium: D	eionised water (closed loop)	
accordance with SATRA	Specimen	Collection medium stir (each cell constant to with		
SOP CAT-025		Test temperature:	(23 ± 1) °C	Level 1
Using PTFE		Thickness (mm)∆	Breakthrough time (mins) <sup>▼</sup>	
permeation cells	1	0.07	Between 31 to 45	
with standardised	2	0.07	Between 21 to 30	
dimensions	3	0.07	Between 21 to 30	
		Test result:	Between 21 to 30	
		UoM:	See below	
Visual appearance of specimens after testing:			Swollen	

For SOP CAT-025, where both the  $P_1$  and  $P_u$  are observed in the same sampling range, uncertainty is expressed as the time difference between the mid-point of the range and the previous sampling time. This uncertainty is included in the reported result



Hydrogen peroxide is determined by discrete sampling; therefore the permeation rate graph is not a smooth curve.

Qube Medical Products Sdn. Bhd.

SATRA Reference:

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Date:

11th August 2020

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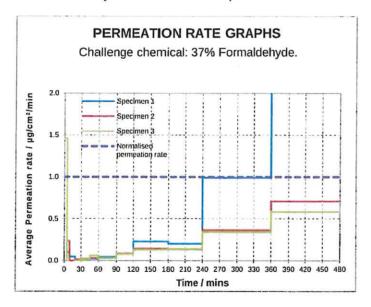






Test/Property	Sample reference:	Powder Free Nitrile Ex Lot number	Performance	
		Chemical: 37% Formaldehyde		
		Normalised permeation	rate (NPR): 1 μg/cm²/min	
EN 16523-1:2015	Test	Detection technique:	HPLC-DAD (periodic measurement)	
+A1:2018 in	information:	Collection medium: De	eionised water (closed loop)	
accordance with SATRA		Collection medium stirring rate: (each cell constant to within ± 10%) 45 – 65 ml/min		
SOP CAT-025		Test temperature:	(23 ± 1) °C	Level 5
Using PTFE	Specimen	Thickness (mm)∆	Breakthrough time (mins)▼	
permeation cells	1	0.08	Between 361 to 480	
with standardised dimensions	2	0.08	>480	
differisions	3	0.07	>480	
		Test result:	Between 361 to 480	1
		UoM:	See below	
Visual appearance of specimens after testing:		Swollen and discoloured		

For SOP CAT-025, where both the  $P_1$  and  $P_u$  are observed in the same sampling range, uncertainty is expressed as the time difference between the mid-point of the range and the previous sampling time. This uncertainty is included in the reported result



Formaldehyde is determined by discrete sampling; therefore the permeation rate graph is not a smooth curve. The reading from specimen 3 after 5 minutes was considered to be an outlier and not a breakthrough.

Qube Medical Products Sdn. Bhd.

SATRA Reference:

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Date:

11th August 2020

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- △ EN 16523-1:2015+A1:2018 does not require the test specimen thicknesses to be reported, this information is indicative only.
- ^ The collection medium from each cell is analysed once every 6 minutes. Due to the complexity of the detection technique, the minimum sampling frequency for final results ≤ 60 minutes as specified in table 1 of EN 16523-1:2015+A1:2018 is not possible. Breakthrough time is calculated using linear interpolation between the discrete sampling points.
- ▼ Breakthrough expressed as a range between discrete sampling points where the average permeation rate exceeds the NPR. Due to the complexity of the detection technique, the minimum sampling frequency as specified in table 1 of EN 16523-1:2015+A1:2018 is not possible.

### APPENDICES:

Restricted polycyclic aromatic hydrocarbons (PAHs)

PAH	CAS Number
Benzo[a]pyrene	50-32-8
Benzo[e]pyrene	192-97-2
Benzo[a]anthracene	56-55-3
Chrysene	218-01-9
Benzo[b]fluoranthene	205-99-2
Benzo[j]fluoranthene	205-82-3
Benzo[k]fluoranthene	207-08-9
Dibenzo[a,h]anthracene	53-70-3

Qube Medical Products Sdn. Bhd.

SATRA Reference:

CHM0298827/2023/EN/A

Date:

11th August 2020

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### TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE PROVISION OF SERVICES

#### GENERAL

- Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are hereby excluded. 11
- SATRA Technology Centre Limited, its subsidiaries and associated companies thereinater referred to as 'SATRA') may perform Services for or supply Goods to persons or entities (public, private or governmental) issuing instructions (hereinafter termed the "Client"). Each association individually as a Party, or jointly as Parties.
- These terms and conditions will apply to the Contract between SATRA and the Client to the exclusion of any other terms which the Client may seek to impose or which may be implied by trade-custom, practice or course of dealing. 13
- Unless otherwise agreed in writing no party other than the Client is entitled to provide instructions or information relating to the Goods or Services required or to the delivery of goods, results, reports or 1.4
- All references in these terms and conditions to
- (a) the "Contract" is the contract between SATRA and the Client for the supply of Goods or Services which is
- (b)
- the "Contract" is the contract between SATRA and the Client for the supply of Goods or Services which is made subject to these terms and considers, and "Services" are the work or services to be supplied or performed under the Contract (including where relevant the supply of software, components and consumables); and "Goods" are the equipment, consumables or other physical items sold under the Contract (including documents, drawings or other information required in order to operate the equipment). (c)
- All drawings, descriptive matter, specifications and advertising material (including brochures and catalogues) are issued or published with the sole purpose of giving an indication of the goods or services being described and shall not form part of the Contract. 1.6
- Where SATRA and the Client agree that the sale of Goods shall be governed by incoterns 2010 (or asy subsequent revision thereto) then the sale shall be governed by the relevant incoterns mode of transport which is agreed by SATRA and the Client. 17

### FEES AND PAYMENT

- Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prore to delivery of the Services or Goods. In the event of the Client falling to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdup payments at rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received. 21
- Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA. 22
- SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA wall by and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client. 24
- Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing 25
- Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Sonvicos. Where the Contract with SATRA is terminated all outstanding movies due from the Client to SATRA shall be immediately appathe, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued
- All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such aurounts. 2.7
- 28 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related 2.9
- Where unforescen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and 2.10

### INTELLECTUAL PROPERTY RIGHTS

- All intellectual preperly rights belonging to a Party prior to entry into the Contract shall remain with that Parly. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- In the event of certification services the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely 3.2
- All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract. 3.3
- The Client agrees and ncknowledges that SATRA retains any and all propriety rights in concepts, inventions that may arise during the preparation or provision of any report (including any deprovided by SATRA to the Client) and the provision of the Services to the Client. 34
- All intellocutal property rights in any software supplied to the Client shall belong to SATRA or SATRA's lecrosors. With respect to the sale of SATRA fineline, SATRASUMM and SATRA Visionstich, provided that the Client is a member of SATRA and late spaid its an wast Santetrace fee then the Client will be enabled to use the software for its own internal use and will be enabled to use the software for its own internal use and will be enabled to receive minor software upgrades and fixes. SATRA may however terminate the supply of subtware upgrades and fixes for other versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartaera fee. Malor upgrades are one included within the entitlement to upgrades but may be offered by SATRA from time to fine for an additional 3.5
- SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) Regulation (EU) 2016/87 for the extent that SATRA processes or gets access to personal data an extraction with the Services or otherwise in connection with this Contract, it shall take all reasonable unchanted and organisational measures to ensure the security of such data (and goard against unauthorised or individual processing, accidental loss, destruction or change to such data).

- SUSPENSION OR TERMINATION OF SERVICES
- Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made. 4 1
- SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services and services are stated to reach earlier the delevery of Goods or Services are disserted in the event of cancellation SATRA will be enabled to retain all fees paid by the Client for Goods or Services when have not yet been supplied but will refund to the Client any fees paid by the Client for Goods or Services when have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA an relation to Goods or Services on dy et supplied unless the cancellation is due to the Clients failure to comply with its obligations under the Contract. 4.2

### LIABILITY AND INDEMNIFICATION

- Reports are issued on the basis of information, documents and or samples submitted to SATRA by the Client or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees if on the basis of such reports and findings. Soleject to clause 5.2 enterler SATRA nor any of its employees, agents or subcontractors shall be failte to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any increaser spaning as a result of unclear, emoneous, incomplete inistending or false information provided to SATRA.
- Nothing in these lerms and conditions shall limit or exclude SATRA's liability for 52
- death or personal injury caused by its negligence or the negligence of its employees or agents, fraud or fraudalent insrepresentation. breach of the terms implied by Section 12 of the Sale of Goods Act 1979, defective products inder the Consumer Protection Act 1987, or any other liability which cannot be limited or excluded by applicable law.

- Subject to clause 5.2 SATRA shall not be liable to the Client whether in contract, but (including negligence) breach of statutery day or otherwise arising under or in connection with the Contract for loss of profiles, sales contracts, arising-profiled arisings, loss or clamage to goodwile in any widered or consequential flow. 53
- Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other safes tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

- If any one or more provisions of these conditions are found to be flegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired
- During the course of providing the Goods or Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA. 6.2
- 6.3 The use of SATRAs corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this disease.
- The Client acknowledges that in entering into this Contract it has not reled on any representation, warran collateral contract or other assurance (except times set out or referred to in these terms and condition made by or in behalf of SATTAO or any other party before extering into the Contract. The Client waves rights and remedies that, but for this classe, might otherwise be available to it in respect of any strepresentation, warrany, collateral contract or other assurance.
- All provisions of the Contract that limit or exclude the liability of SATRA are intended also to be for the benefit of SATRA's holding company (called SATRA, and being a company finited by guarantee and incorporated in England and Vales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the beats that my limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.

- Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in Eligation without the consert of SATRA. 72
- Where SATRA has given consent to disclosure of any service deliverables reterred to in clause 7.1, the Clean shall draw the attention of the third party to these terms of basiness and the basis on which SATRA undertakes testing, reporting and advising. The Clean shall indemnity SATRA for any failour to do so.
- The service deliverables referred to in clause 7.1 are submitted to the Clent as confidential documents Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client.
- The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

No amendment to this Contract shall be effective unless it is in writing, expressly stated to amend this Contract and signed by an authorised signatory of both Parties.

### DISPUTE RESOLUTION

- If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute. 9.1
- Failure to resolve any dispute by discussions between the paries shall in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, either party, upon piving written notice; may apply to the President or the Vice President, for the time being, of the Citatered Institute of Arbitrators, for the appointment of a nactiator.
- Should the mediation fail, in whole or in part, either party may, upon giving written motice, and within twenty-eight days thereof, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consected in writing The arbitration shall be governed by both the Arbitration Act 1995 and the Controllert Cost Rules of the 9.3

Oube Medical Products Sdn. Bhd.

SATRA Reference:

Date:

CHM0298827/2023/EN/A

11th August 2020

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### TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE PROVISION OF SERVICES

Chartered festitute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.

The laws of England shall govern the interpretation of this Contract. Subject to clauses 9.1, 9.2 and 9.3 any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England. However, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court it chooses.

- SATRA shall provide Services using reasonable care and skill and in accordance with the Clients specific instructions and as confirmed by SATRA as part of the Contract review process
- Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a prodorma invoice if required, full information and samples to enable SATRA to proceed. White SATRA with make every eithor to fulfill them, such estimates are subject to unforeseen events and I not acknowled, cennot give rise to any claim. Time will not be of the essence in relation to the performance of the Services. 10.2
- Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warrany is given as to the performance of the product tested. 10.3
- SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRAs sole responsibility is to be present at the time of the work and to forward the results or confirm that the sorvice has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA. 10.5
- Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.

Where the nature of the samples or the Services undertaken results in specialist disposal than SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for langer periods may be possible only if agreed in advance and may incur a storage, charge payable by the Client.

Where practical and agreed in advance, samples may be returned at the Client's expense. However, are in most instances parially or fully destroyed as part of the work undertaken and SATRA cannot guith a samples will be returned in an 'as new' condition.

- Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA. 10.7
- SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable have or safety requirements are completed with
- The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations 10.9

#### 11. CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES

- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as
- Where applicable the Clout shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known flazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- ere the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any vices until such time as the Client has compled and may require the Client to reimburse SATRA the out of any additional costs arising from the suspension.

#### 12. DELIVERY AND NON-DELIVERY OF GOODS

- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be Lable for any delay in delivery of Goods.
- Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs. 12.2
- Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upor dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary. 12.3
- SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liabley for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the Issue of a credit note to the
- Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, heliuting loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- If for any reason the Clent fails to accept delivery of any of the Goods when they are ready for delivery, or SATRA is unable to deliver the Goods or line because the Clent has not provided appropriate instructions, documents, itemses or authorisations then risk in the Goods shall pass to the Clent, the Goods and Services shall be deemed to have been delivered, and SATRA may store the Goods until delivery, whereupon the Clent shall be fable for all related costs and expenses (including, without limitation, storage and insurance). 12.6

#### 13. RISK/TITLE OF GOODS

- Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the safe of the Goods will be governed by incoterns 2010 (or any subsequent recision thereby) in which case risk will transfer to the Client in accordance with the incoterns mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or camage in transit unless:
- In the case of sales where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date of non-arrival of Goods and within 3 days of the invoice date of receipt of Goods damaged in transit, or

- In all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 133 Title to the Goods shall not pass to the Client until the earlier of when: -
- SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has supplied to the Cleant in which case fille to the Goods shall pass at the time of payment of all such sums; a)
- the Client resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs
- Until ownership of Goods has passed to the Client, the Client shall 13.4

- hold the Goods as SATRA's bailes, store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property findularing where the Goods have been sold to a 3rd party), not destroy, deface or obscare any identifying mark or packaging on or relating to the Goods, and maintain the Goods in satisfactory condition and keep them insured on SATRA's behalf for their full price against all risks to the reasonable satisfaction of SATRA. The Client shall obtain an endorsement of SATRA's interest in the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.
- The Client may resell the Goods before ownership has passed to a solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.
- If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have: 136
- the Client's right to reself the Goods or use them in the ordinary course of its business ceases immediately.
- and SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or trevocably incorporated into another product; and if the Client lists to do so promptly SATRA may exercise its rights under cluise 13.7. b)
- c)
- The Clent grants SATRA, its agents and employees an irrevocable iscoice at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Clent's fight to possession has terminated, to recover them. 13.7
- 13.8 On termination of the Contract, howsoever caused, SATRA's (but not the Chent's) rights contained in this clause 13 shall remain in effect.

SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If its use is impossible without infringement of Letters Patent, Registered Design, Trade Mark or Copyright published at the date of the contract, SATRA will return to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.

### WARRANTY OF GOODS

SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the she! iffe of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmarship

#### DEFECTIVE GOODS 16.

- 16.1 Subject to clauses 16.6 and 16.7 if:

- the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause; and SATRA is given a reasonable opportunity of examining such Goods; and the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business then SATRA will, at 8 splon, repair or replace the detective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises.
- The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return. 16.2
- If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.
- SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Celent provided that SATRA is table under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if: 16.6
- the defect is caused or substantially caused by wear and lear, overloading, mususe, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with auciliary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning, or
- b)
- or the Client authorises or cames out any repair or replacement of any Goods without first alfording SATRA at reasonable opportunity to replace or repair them, or the Client has breached any of the terms of the Contract under which the Goods were supplied, or the Goods have been manufactured to a design or specification or in compliance with other information provided by the Client and the delect has arisen as a result of that design, specification or information.
- 16.7 Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains redress from the manufacturer or supplier thereof provided that:
- SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnty as to costs for which SATRA may thereby become liable; mediaing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.
- b)
- Except as provided in clause 16.1 SATRA shall have no liability to the Client ansing from any failure of the Goods to comply with the warranty in clause 15.1. 168

Terms and conditions -- September 2019

Oube Medical Products Sdn. Bhd.

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Date:

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arson

Customer details:

Qube Medical Products Sdn. Bhd.

No. 9 & 10, Jalan KPK 1/3

Kawasan Perindustrain Kundang

Kundang Jaya, Rawang Selangor Darul Ehsan

Malaysia

SATRA reference: CHM0298827

/2023/SPT

Your reference:

NSPO-20/07/0053

Date of report:

7 August 2020

Samples received: 21 July 2020

Date(s) work

7 August 2020

carried out:

## **TECHNICAL REPORT**

Subject:

Testing of nitrile gloves described as "Powder Free Nitrile Examination Gloves- Blue. Lot number 0231611B1" in accordance with EN 374-2: 2019 and ≠EN ISO 21420: 2020 sizing and dexterity

## Conditions of Issue:

This report may be forwarded to other parties provided that it is not changed in any way. It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.

Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for guidance only.

Tests marked ≠ fall outside the UKAS Accreditation Schedule for SATRA. All interpretations of results of such tests and the comments based upon them are outside the scope of UKAS accreditation and are based on current SATRA knowledge.

A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested. SATRA shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in the report.

The uncertainty of the results (UoM) in this report is based on a standard uncertainty multiplied by a coverage factor k=2, which provides a coverage probability of approximately 95%.

Report signed by:

Daniel Harrison

Position:

Business Area Manager

Department:

Safety Product Testing

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## **Work Requested**

Samples of gloves, see Table 1, were received by SATRA, for testing in accordance with EN ISO 374-2: 2019 and ≠EN ISO 21420: 2020 Protective gloves. General requirements and test methods, Clauses 5.1 sizing and 5.2 dexterity

Table 1 - Samples Received

Sample description as stated by the client	Sizes submitted for testing	Colour of samples submitted	Approximate weight of one glove
Powder Free Nitrile Examination Gloves- Blue. Lot number 0231611B1	7 – 10	Blue	Size: 7 Weight: 4.2g



Powder Free Nitrile Examination Gloves- Blue. Lot number 0231611B1

## Conclusion

Standard		Clause / Property	Result
≠EN ISO 21420:	5.1	Sizing	N/A
2020	5.2	Dexterity	Level 5
	7.2	Air leak	PASS
EN ISO 374-2: 2019	7.3	Water leak	PASS

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Signed: Harrson





## **Testing**

Samples for testing in accordance with ≠EN ISO 21420: 2020 were conditioned for at least 24 hours in a conditioned environment maintained at (23±2) °C and (50±5) % relative humidity. Testing was carried out within the same environment.

## Requirements

Table 2 - Requirements for ≠EN ISO 21420: 2020 Clause 5.2 Dexterity

Performance level	1	2	3	4	5
Diameter of dexterity pin /mm	11.0	9.5	8.0	6.5	5.0

Table 3 - Requirements for EN ISO 374-2: 2019

7.2 Air leak test	No leak to be detected				
7.3 Water leak test	No leak to be detected				

## **Test Results**

Table 4 – ≠EN ISO 21420: 2020 Test Results for gloves identified as Powder Free Nitrile Examination Gloves-Blue. Lot number 0231611B1

Clause / Test		Test Res	UoM	Result		
	Size		Length /mm			
	0120	1	2	3		
	7	260	259	257		
	Comments on fi	t: Satisfactory				
5.1 Sizing	8	260	260	257	± 0.3 mm	N/A
5.1 Sizing	Comments on fi	t: Satisfactory	± 0.3 mm	IN/A		
	9	257	254	256		
	Comments on fi	t: Satisfactory				
	10	260	266	260		
	Comments on fi	t: Satisfactory				
	Size	Minimum	pin diameter	/ mm		
	7		5.0			
5.2 Dexterity	8		5.0		N/A	Level 5
	9		5.0			
	10		5.0			

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Signed: Harrson





Table 5 – EN ISO 374-2:2019 Test Results of gloves identified as Powder Free Nitrile Examination Gloves-Blue. Lot number 0231611B1

Clause / Test	Te	UoM	Result	
	Total Air Pressu	re Used 2.54kPa		
	Sample size	Leaks		
	7	No leaks detected		PASS
7.2 Air leak test	8	No leaks detected	± 2.8 mmH <sub>2</sub> 0	PASS
	9	No leaks detected		
	10	No leaks detected		
	Sample size	Leaks		
	7	No leaks detected		
7.3 Water leak test	8	No leaks detected	N/A	PASS
100 E 10 2003000 8007000 000000	9	No leaks detected		
	10	No leaks detected		

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7 August 2020

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Signed: Harrison





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### TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE PROVISION OF SERVICES

### 1.

- Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are hereby excluded. 1.1
- SATRA Technology Centre Limited, its subsidiaries and associated companies (hereinafter referred to as 'SATRA') may perform Services for or supply Goods to persons or entities (public, private or governmental) issuing instructions (hereinafter termed the 'Chent') Each also known individually as a Party, or jointly as Partes. 1.2
- These terms and conditions will apply to the Contract between SATRA and the Client to the exclusion of any other terms which the Client may seek to impose or which may be implied by trade, custom, practice or course of deating. 1.3
- Unless otherwise agreed in writing no party other than the Client is entitled to provide instructions or information relating to the Goods or Services required or to the delivery of goods, results, reports or certificates.
- 1.5 All references in these terms and conditions to:
- (a)
- (b)
- the "Contract" is the contract between SATRA and the Client for the supply of Goods or Services which is made subject to these terms and conditions, and "Services" are the work or services to be supplied or performed under the Contract (including where relevant the supply of software, components and consumables), and "Goods" are the equipment, consumables or other physical items sold under the Contract (including documents, drawings or other information required in order to operate the equipment). (c)
- All drawings, descriptive matter, specifications and advertising material (including brochures and calalogues) are issued or published with the sole purpose of giving an indication of the goods or services being described and shall not form part of the Contract. 1.6
- Where SATRA and the Client agree that the sale of Goods shall be governed by Incotems 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant incoterms mode of transport which is agreed by SATRA and the Client. 1.7

#### FEES AND PAYMENT 2.

- Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment pror to delivery of the Services or Goods. In the event of the Client fating to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overfule payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA with by and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control. 2.3
- Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client. 24
- Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing. 2.5
- Shou'd the Client become Insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued 26
- All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts. 27
- The Crient shall not be enkilled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA 2.8
- SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related
- Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and 2 10

#### INTELLECTUAL PROPERTY RIGHTS 3.

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- In the event of certification services the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client. 3.2
- All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract. 33
- The Client agrees and acknowledges that SATRA retains any and all propriety rights in concepts, ideas and inventions that may arise during the preparation or provision of any report (including any deliverables provided by SATRA to the Client) and the provision of the Services to the Client 34
- All intellectual property rights in any software supplied to the Client shall belong to SATRA or SATRA's licensors. With respect to the sale of SATRA Timelne, SATRASUMM and SATRA Visionslich, provided that the Client is a member of SATRA and has paid its annual Smattare for them the Client will be entitled to use the software for its own internal use and will be entitled to sective moor software upgrades and fixes SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no tonger considers visible to support. The Client's rights to use the software and receive software upgrades are fixes will terminate if the Client has not paid its annual Smattare fee. Major upgrades are not included within the entitlement to upgrades turn may be of fered by SATRA from time to time for an additional 3.5
- SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) Regulation (EU) 2018/19. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, needental loss, destruction or damage to such data).

- SUSPENSION OR TERMINATION OF SERVICES
- 41 Cancellation by the Clent of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services which have not yet been supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in retation to Goods or Services on tyet supplied unless the cancellation is due to the Clients failure to comply with its obligations under the Contract.

#### LIARII ITY AND INDEMNIFICATION

- Reports are issued on the basis of information, documents and or samples submitted to SATRA by the Clent, or on behalf of the Clent and are provided solely for the benefit of the Client who is responsible for acting as it sees if on the basis of such reports and findings. Subject to clause 52, neither SATRA hor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misteading or false information provided to SATRA. 5.1
- 52 Nothing in these terms and conditions shall first or exclude SATRA's liability for
- death or personal injury caused by its negligence or the negligence of its employees or agents: traud or fraudulent misrepresentation; breach of the terms implied by Section 12 of the Sale of Goods Act 1979, defective products under the Consumer Protection Act 1987, or any other liability which cannot be limited or excluded by applicable law.

- Subject to clause 5.2 SATRA shall not be liable to the Client whether in contract, for (woulding negligence), breach of statutory duty or otherwise arising under or in connection with the Contract for loss of profiles, sales, contracts, andiopated savings, loss or dismage to goodwiff or any indirect or consequential transfer. 53
- Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of feas for the Services or the price of the Goods (excluding any value added fac or other sates fac or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

- If any one or more provisions of these conditions are found to be itigal or unenforceable in any respect, the validity, legalty and enforceability of the remaining provisions shall not in any way be affected or impaired
- During the course of providing the Goods or Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA. 6.2
- 63 The use of SATRAs corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of the in accordance with this clause. 6.4
- The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. 6.5
- At provisions of the Contract that limit or exclude the liability of SATRA are intended also to be for the benefit of SATRA's holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate. 6.6

### CONFIDENTIALITY

- Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in fitigation without the consent of SATRA. 7.2
- Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Clerd shall draw the altention of the third party to these terms of business and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any fallare to do so. 7.3
- The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client. 7.4
- The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA. 75

### 8.

No amendment to this Contract shall be effective unless it is in writing, expressly stated to amend this Contract and signed by an authorised signatory of both Parties

#### 9. DISPUTE RESOLUTION

- If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute. 91
- Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall altempt to agree upon the appointment of a mediator, upon receipt by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, either party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Charlered institute of Arbitrators, for the appointment of a mediator.
- Should the mediat on fail, in whole or in part, either party may, upon giving written notice, and within twenty-eight days thereof, apply to the President or the Vice President, for the time being of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, urfess both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the

Qube Medical Products Sdn. Bhd.

SATRA Reference:

CHM0298827 /2023/SPT

Date:

7 August 2020

(Page 5 of 6)

Harrison Signed





### TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE PROVISION OF SERVICES

Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.

The laws of England shall govern the interpretation of this Contract. Subject to clauses 9.1, 9.2 and 9.3 any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England. However, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court if chooses.

#### 10. PROVISION OF SERVICES

- SATRA shall provide Services using reasonable care and skill and in accordance with the Clients specific instructions and as confirmed by SATRA as part of the Contract review process.
- Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required full information and samples to enable SATRA to proceed. Writte SATRA will make every effort to fulfit trem, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services. 10.2
- Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRAs sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such 10.6

Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer penods may be possible only if agreed in advance and may incur a storage charge psyable by the Client.

Where practical and agreed in advance, samples may be returned at the Client's expense. However, sa-are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guar-thet samples will be returned in an "as new" condition.

- Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client form any or all obligations to SATRA
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.

#### CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES 11.

- The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as
- Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialis; equipment and personnel. 11.2
- The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA 11.3
- Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional coats arising from the suspension. 11.4

#### DELIVERY AND NON-DELIVERY OF GOODS 12.

- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overfine or any other additional costs.
- Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Clent can provide conclusive evidence to the contray.
- SATRA shall not be lable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or SATRA is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licenses or authorisations then risk in the Goods shall pass to the Client, the Goods and/or Services shall be deemed to have been delivered, and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

### RISK/TITLE OF GOODS

- Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incolerms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incolerms mode of transport which is agreed by SATRA and the Client
- In the case of sales where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date of non-arrival of Goods and within 3 days of the invoice date of receipt of Goods darraged in transit; or

- In all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- Title to the Goods shall not pass to the Chent until the earlier of when -
- SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has supplied to the Client in which case title to the Goods shall pass at the time of payment of all such sums;
- and the Client reselfs the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs b)
- Until ownership of Goods has passed to the Client, the Client shall
- hold the Goods as SATRA's ba

- held the Goods as SATRA's balace, store the Goods (at an cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a fart party). In an identifying mark or packaging on or relating to the Goods, and maintain the Goods in satisfactory conduction and keep them insured on SATRA's behalf for their full price against all risks to the reasonable satisfaction of SATRA' has Client shall obtain an endorsement of SATRA's interest in the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall protein the notice of insurance. interest in the goods on its insurance poli-and shall produce the policy of insurance
- The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.
- If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 their without limiting any other right or remedy SATRA may have
- the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately
- and SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product, and if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.
- The Client grants SATRA, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Client's right to possession has terminated, to recover them. 137
- On termination of the Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect

SATRA gives no indernety against any claim of infringement of Letters Patent, Registered Design, Trace Mark or Copyright by the use of or sole of any article or material supplied to the Client. If its use is impossible without infringement of Letters Patent, Registered Design, Trade Mark or Copyright published at the date of the contract, SATRA with returned to the Client the purchase price of the soid article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as wite asses SATRA to infringe any Letters Patent. Registered Design, Trade Mark or Copyright in the execution of the Client's order.

SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmaship.

### 16.

- Subject to clauses 16.6 and 16.7 if.
- the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause, and SATRA is given a reasonable opportunity of extending such Goods; and the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises. b)
- The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return. 16.2
- If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered. 16.3
- Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.
- SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause. 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 15.7 then the Client will be responsible for the payment of such costs.
- SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning.
- or the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them. or the Client has breached any of the terms of the Contract under which the Goods were supplied; or the Goods have been manufactured to a design or specification or in compliance with other information provided by the Client and the defect has arisen as a result of that design, specification or information; b)
- c) d)
- Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains redress from the manufacturer or supplier thereof provided that
- SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may
- separate of set calls and both polarated by the call of the call o b)
- Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions - September 2019

Qube Medical Products Sdn. Bhd.

SATRA Reference:

CHM0298827 /2023/SPT

Date:

7 August 2020

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Harrison



JOB REF NO. : 2020-05-18-019
DATE RECEIVED : MAY 18, 2020
DATE REPORTED: JUNE 03, 2020

PAGE: 1 of 4

Test Report No. : CRSSA/200639710-CA37974

Company : Qube Medical Products Sdn Bhd

No. 9, Jalan KPK 1/3, Kawasan Perindustrian Kundang,

48020 Kundang Selangor, Malaysia.

### TEST REPORT

Sample Description : Powder Free Nitrile Examination Glove

Brand Name : Qube Lot No. : 0202621B1

Lot No. : 0202621B1
Production Date : 12.05.2020

Manufacturer : Qube Medical Products Sdn Bhd

Country of Origin : Malaysia Quantity Tested : 200 pieces

Test Conducted : Freedom from holes Test Method : EN455 Part 1:2000

Testing Period : 19 May 2020 – 03 June 2020

Based on submitted samples, the following results obtained:-

Acceptable Quality Limit (AQL): 1.5 Accept: 7 Found: 0

Result : Within AQL

Remark: This report supersedes report no. CRSSA/200639295-CA37974

SIGNED FOR AND ON BEHALF OF SGS (MALAYSIA) SDN BHD

CHEE TUCK CHOON SECTION HEAD IKM No. M/3983/6401/12/14

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JOB REF NO.: 2020-05-18-019 DATE RECEIVED: MAY 18, 2020 DATE REPORTED: JUNE 03, 2020

PAGE: 2 of 4

Test Report No. : CRSSA/200639710-CA37974

Company : Qube Medical Products Sdn Bhd

No. 9, Jalan KPK 1/3, Kawasan Perindustrian Kundang,

48020 Kundang Selangor, Malaysia.

## TEST REPORT

Sample Description Powder Free Nitrile Examination Glove

Brand Name Oube Lot No. 0202621B1 Production Date 12.05.2020

Manufacturer Qube Medical Products Sdn Bhd

Country of Origin Malaysia Quantity Tested 13 pieces Test Conducted Dimensions

Test Method : EN 455 Part 2:2015

**Testing Period** 19 May 2020 - 03 June 2020

Based on submitted samples, the following results obtained :-

Size	•		-	-	-	-	-	-	-	-	-	-		Median
Width Median: 110±10mm	106	106	107	106	107	106	106	107	106	105	106	107	107	106
Length Median: ≥ 240mm	295	295	294	296	298	296	294	293	295	300	296	295	296	295

Remark: This report supersedes report no. CRSSA/200639295-CA37974

SIGNED FOR AND ON BEHALF OF SGS (MALAYSIA) SDN BHD

CHEE TUCK CHOON SECTION HEAD

IKM No. M/3983/6401/12/14

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JOB REF NO.: 2020-05-18-019 DATE RECEIVED: MAY 18, 2020 DATE REPORTED: JUNE 03, 2020

PAGE: 3 of 4

Test Report No. : CRSSA/200639710-CA37974

Company

: Oube Medical Products Sdn Bhd

No. 9, Jalan KPK 1/3, Kawasan Perindustrian Kundang,

48020 Kundang Selangor, Malaysia.

### TEST REPORT

Sample Description

Powder Free Nitrile Examination Glove

**Brand Name** 

Qube

Lot No. Production Date 0202621B1 12.05.2020

Manufacturer

Oube Medical Products Sdn Bhd

Country of Origin

Malaysia

Quantity Tested

13 pieces per each

Test Conducted

Force at Break During Shelf Life and After Challenge EN 455 Part 2:2015

Test Method Ageing

70 ± 2 Deg C for 168 hrs

**Testing Period** 

19 May 2020 - 03 June 2020

		Force at	Break, N
SIZE	SAMPLE NO.	BEFORE AGING	AFTER AGING
•	1	9.4	9.3
	2	9.3	10.8
	3	8.9	9.6
	4	9.0	10.4
	5	8.8	9.9
	6	9.5	10.9
	7	8.3	9.7
	8	8.6	9.5
	9	10.3	10.6
	10	10.2	10.6
	11	9.4	10.5
	12	9.6	10.7
	13	10.4	11.1
Median		9.4	10.5
Requirement		≥ 6.0	≥ 6.0

Remark: This report supersedes report no. CRSSA/200639295-CA37974

SIGNED FOR AND ON BEHALF OF SGS (MALAYSIA) SDN BHD

CHEE TUCK CHOON SECTION HEAD

IKM No. M/3983/6401/12/14

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JOB REF NO.: 2020-05-18-019 DATE RECEIVED: MAY 18, 2020 DATE REPORTED: JUNE 03, 2020

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Test Report No. : CRSSA/200639710-CA37974

Company

: Qube Medical Products Sdn Bhd

No. 9, Jalan KPK 1/3, Kawasan Perindustrian Kundang,

48020 Kundang Selangor, Malaysia.

## TEST REPORT

Sample Description

Powder Free Nitrile Examination Glove

Brand Name

Qubc

Lot No.

0202621B1

Production Date Manufacturer

12.05.2020

**Qube Medical Products Sdn Bhd** 

Country of Origin

Malaysia 5 pieces

Quantity Tested Test Conducted

Powder Content

Test Method

EN455 Part 3:2015

**Testing Period** 

19 May 2020 - 03 June 2020

On testing the samples, the following results were obtained:-

SIZE

Average Powder Mass per Glove

0.56 mg

Remark: This report supersedes report no. CRSSA/200639295-CA37974

SIGNED FOR AND ON BEHALF OF SGS (MALAYSIA) SDN BHD

CHEE TUCK CHOON SECTION HEAD

IKM No. M/3983/6401/12/14

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SATRA Technology Centre Ltd Wyndham Way, Telford Way, Kettering, Northamptonshire, NN16 8SD United Kingdom Tel: +44 (0) 1536 410000 Fax +44 (0) 1536 410626 email: info@satra.com www.satra.com



Customer details:

Qube Medical Products Sdn. Bhd.

No. 9 & 10, Jalan KPK 1/3

Kawasan Perindustrain Kundang

Kundang Jaya, Rawang Selangor Darul Ehsan

Malaysia

SATRA reference: CHM0298827/2023/EN

/B

Your reference:

NSPO-20/07/0053

Date of report:

11th August 2020

Samples received: 21st July 2020

Date(s) work

27th to 29th July 2020

carried out:

## TECHNICAL REPORT

Subject:

EN ISO 374-4:2019 determination of resistance to degradation by dangerous chemicals on gloves described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1.

## Conditions of Issue:

This report may be forwarded to other parties provided that it is not changed in any way. It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.

Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for outdance only.

Tests marked ≠ fall outside the UKAS Accreditation Schedule for SATRA. All interpretations of results of such tests and the comments based upon them are outside the scope of UKAS accreditation and are based on current SATRA knowledge.

A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested. SATRA shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in the report.

The uncertainty of the results (UoM) in this report is based on a standard uncertainty multiplied by a coverage factor k=2, which provides a coverage probability of approximately 95%.

Report signed by:

Emma Norris

Position:

Technologist Team Leader

Department:

Chemical & Analytical Technology

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SATRA Technology Centre Ltd (a subsidiary of SATRA). Registered in England No. 3856296 at the above address





## WORK REQUESTED:

Samples of gloves described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1 were received on the 21st July 2020 for testing in accordance with EN ISO 374-4:2019.

## SAMPLE SUBMITTED:



Samples described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1

## CONCLUSION:

When assessed in accordance with EN ISO 374-4:2019 the samples of gloves described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1 achieved the following degradation results:

Chemical	Mean degradation / %
Methanol (CAS: 67-56-1)	67.8
40% Sodium hydroxide (CAS: 1310-73-2)	23.9
96% Sulphuric acid (CAS: 7664-93-9)	100.0
99% Acetic acid (CAS: 64-19-7)	95.4
37% Formaldehyde (CAS: 50-00-0)	33.9
30% Hydrogen peroxide (CAS: 7722-84-1)	34.6

## **TESTING REQUIRED:**

• EN ISO 374-4:2019. Protective gloves against dangerous chemicals and micro-organisms. Part 4: Determination of resistance to degradation by chemicals.

Oube Medical Products Sdn. Bhd.

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Date:

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## **RESULTS:**

Sample description:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		
Challenge chemical:	Methanol (CAS: 67-56-1)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	65.0	68.4	69.8
Mean degradation (DR) / %:	67.8		
Standard deviation (σ <sub>DR</sub> ) / %:	2.5		
UoM /±%:	14.2		
Appearance of samples after testing:	No change		

Sample description:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		
Challenge chemical:	40% Sodium hydroxide (CAS: 1310-73-2)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	30.2	30.3	11.3
Mean degradation (DR) / %:	23.9		
Standard deviation (ODR) / %:	11.0		(*)
UoM /±%:	8.0		
Appearance of samples after testing:	No change		

Sample description:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		
Challenge chemical:	96% Sulphuric acid (CAS: 7664-93-9)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	100.0	100.0	100.0
Mean degradation (DR) / %:	100.0		
Standard deviation (ODR) / %:	N/A		
UoM /±%:	<5		
Appearance of samples after testing:	Brittle, disintegrated and discoloured		

Qube Medical Products Sdn. Bhd. SATRA Reference: CHM0298827/2023/EN/B

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Sample description:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		
Challenge chemical:	99% Acetic acid (CAS: 64-19-7)		4-19-7)
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	94.9	96.7	94.5
Mean degradation (DR) / %:	95.4		
Standard deviation (σ <sub>DR</sub> ) / %:	1.2		
UoM /±%:	91.1		
Appearance of samples after testing:	Swollen		

Sample description:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		
Challenge chemical:	37% Formaldehyde (CAS: 50-00-0)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	35.1	40.0	26.5
Mean degradation (DR) / %:	33.9		
Standard deviation (σ <sub>DR</sub> ) / %:	6.9		
UoM /±%:	8.6		
Appearance of samples after testing:	No change		

Sample description:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		
Challenge chemical:	30% Hydrogen peroxide (CAS: 7722-84-1)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	25.4	44.3	34.1
Mean degradation (DR) / %:	34.6		
Standard deviation (σ <sub>DR</sub> ) / %:	9.5		
UoM /±%:	8.7		
Appearance of samples after testing:	No change		

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### TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE PROVISION OF SERVICES

- Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warrantes and representations, expressed or implied by statute relating thereto are hereby excluded. 11
- SATRA Technology Centre Limited, its subsidiaries and associated companies (hereinalter referred to as "SATRA") may perform Services for or supply Goods to persons or entities (public, private or governmental) issuing instructions (hereinalter termed the "Client"). Each also known individually as a Party, or jointly as Parties 12
- These terms and conditions will apply to the Contract between SATRA and the Client to the exclusion of other terms which the Client may seek to impose or which may be implied by trade: custom practice course of dealing. 1.3
- 1.5 All references in these terms and conditions to:
- (a)
- the "Contract" is the contract between SATRA and the Client for the supply of Goods or Services which is made subject to these terms and conditions, and "Services" are the work or services to be supplied or performed under the Contract (including where relevant the supply of software, components and consumables), and 'Goods' are the equipment, consumables or other physical items sold under the Contract (including documents, dawings or other information required is noter to operate the equipment). (c)
- All drawings, descriptive matter, specifications and advertising material (including brochures and catalogues) are issued or published with the sole purpose of giving an indication of the goods or services being described and shall not lorn part of the Contract. 1.6
- Where SATRA and the Client agree that the sale of Goods shall be governed by hicoterns 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant incoterns mode of transport which is agreed by SATRA and the Client. 1.7

### 2.

- Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of involve, unless otherwise specified and may require part payment prior to delivery of the Services of Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overtidue payment at a rate of 1.5% per more accruing on a day's basis from the date the invoice is due until the date payment is received.
- Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as deared funds to SATRA.
- SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA waitry and provide an estimate of such expenses those may change as a result of circumstances out of SATRA's control. 2.3
- Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement, SATRA shall not be bound by any price gooted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing 2.5
- Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding mories the from the Client to SATRA shall be immediately payable, and my inaterials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued robbs.
- All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts 2.7
- The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may altege against SATRA. 2.8
- SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All tens associated with such actions shall be paid for by the Client including legal fees and related
- Where unforescen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and costs and 2.10

### INTELLECTUAL PROPERTY RIGHTS

- All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with the Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other. 31
- In the event of certification services the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks les solely 3.2
- All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in winatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract. 3.3
- The Client agrees and acknowledges that SATRA retains any and all propriety rights in concepts, ideas and inventions that may arise during the preparation or provision of any report (including any deliverables provided by SATRA to the Client) and the provision of the Services to the Client).
- All intelectual property rights at any software supplied to the Client shall belong to SATRA or SATRA's licensors. Whit respect to the sale of SATRA fineline, SATRASOMM and SATRA Visionstict, provided that the Client is a member of SATRA and has paid its annual Sunarcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive micro software upgrades and foce. SATRA may however terminate the supply of software upgrades and foce software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and lose will ternished it the Client has not pict its annual Smartaze led. Major upgrades are not included within the entitlement to upgrades but may be effected by SATRA from time to time for an additional fee. 35
- SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 2018 and the EU General Data Protection Regulation (SDPR) Regulation (EU) 2016/79. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable tochrical and organisational measures to ensure the security of such data (and guard against unauthraised or unlawful processing, accidental loss, destruction or damage to such data).

- SUSPENSION OR TERMINATION OF SERVICES
- Cancellation by the Client of orders for Gords or Services will only be acceptable by prior agreement with SATRA and a clienge will issuelly be made.
- SATRA shall not be liable for any delay or failure in providing the Goods or Services due to discumstances beyond his reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to restrictive the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all faces past by the Client for Goods or Services shrould ysophic but will refund to the Client any fees past by the Client for Goods or Services shrould have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services in only ut supplied truthers to the Client shake to comply with its obligations under the Contract.

### LIABILITY AND INDEMNIFICATION

- Reports are issued on the basis of altermation, documents and or samples submitted to SATRA by the Client or on behalf of the Client and are provided solely for the boort of the Client who is responsible for acting as it sees it on the basis of stach reports and findings. Sulget to clause 52, notiter SATRA not any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any notines create suits arising as a result of unclear erronecus, incomplete, misleading or false information provided to SATRA.
- Nothing in these terms and conditions shall limit or exclude SATRA's liability for 5.2
- death or personal injury caused by its negligence or the negligence of its employees or agents, fraud or fraudulent insergressentation, breach of the terms majiled by Section 12 of the Sale of Goods Act 1979, detective products under the Consumer Protection Act 1987, or any other liability which cannot be limited or excluded by applicable law.

- (a) (b) (c) (c) (c)
- Subject to clause 5.2 SATRA shall not be liable to the Client whether in contract, fort (including negligence) breach of statutory duty or otherwise arising under or in correction with the Contract for loss of profes, sales contracts, articipated savings, loss or damage to goodwill or any indirect or consequential loss. 5.3
- Subject to clause 5.2 SATRA's total aggregate hability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise brising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added to or other sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whicheve is the lower figure.

### 6.

- If any one or more provisions of these conditions are found to be idegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- During the course of providing the Goods or Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- The use of SATRAs corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation. 6.3
- All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention
- The Client acknowledges that in entering into this Contract it has not reflied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might offers be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- All provisions of the Contract that limit or exclude the liability of SATRA are intended also to be for the benefit of SATRA's holding company (called SATRA, and being a company limited by guarantee and incomporated in Empland and Wates with company number (00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate. 6.6

#### 7. CONFIDENTIALITY

- Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in higation without the consent of SATRA. 7.2
- Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Clean shall draw the attention of the third party to these terms of tusiness and the basis on which SATRA undertakes testing, reporting and advising. The Client shall inflormity SATRA for any failure to do so 7.3
- The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents Confidentially shall continue to apply after completion of the business, but shall causate papply to indomation or knowledge which has come into the public domain through no breach of this Contract by the Client.
- The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

No amendment to this Contract shall be effective tribes it is in writing, expressly stated to amend this Contract and signed by an authorised signatory of both Parties. 8.1

### DISPUTE RESOLUTION

- If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute.
- Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon recept, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, either party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.
- Should the medicion fail, is whole or in part, either party may, upon giving written revice, and within twenty-eight days thereol, apply to the President or the Vices President, for the time being, of the Chartered instalte of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both panies have concented in writing The arbitration shall be governed by both the Arbitration Act 1986 and the Controlled Cost Rules of the

Oube Medical Products Sdn. Bhd.

SATRA Reference:

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Date:

11th August 2020

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### TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE PROVISION OF SERVICES

h)

The laws of England shall govern the interpretation of this Contract. Subject to clauses 9.1, 9.2 and 9.3 any disjute reising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England. However, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court it chooses. 9.4

- SATRA shall provide Services using reasonable care and skill and in accordance with the Clients specific instructions and as confirmed by SATRA as part of the Contract review process. 10.1
- Estimates for completion of the Services are made in good fash and date from recept of a writer order payment of a proforma involce if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfill them, such estimates are subject to unforeseen events and if no achieved, cannot give use to any claim. Time will not be of the essence in relation to the performance of the Services. 10.2
- Results given in test reports or cereficates refer only to samples submitted for analysis to SATRA. A satisfactory test report is no way implies that the predict tested is approved by SATRA and no warranty is given as to the performance of the product tested. 10.3
- SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRAs sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA. 10.5
- Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such

Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer periods may be possible only it agreed in advance and may incur a storage charge payable by the Client.

Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an 'as new 'condition."

- Where SATRA receives documents reflecting engagements between the Client and third pactics or documents sebonging to third pactics, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are compiled with 10 8
- The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.

#### CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES 11.

- The Client shall provide sufficient samples, information, instructions and documents as required to enal SATRA to carry out the Services in accordance with the methods, standards or other specifications 11.1
- Where applicable the Client shalf allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel. 11.2
- The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA. 11.3
- Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs a using from the suspension.

#### DELIVERY AND NON-DELIVERY OF GOODS 12.

- relivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods. 12.1
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods are recorded by SATRA uppar dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary 12.3
- SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event, be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be useful if the delay extends beyond 30 days SATRA shall be calded to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or SATRA's malifie to deliver the Goods on fine because the Client has not provided appropriate instructions, documents, foreness or authorsations then risk in the Goods shall pass to the Client, the Goods and/or Services shall be deemed to have been delivered, and SATRA may store the Goods until delivery, whereupen the Client shall be lable for all related costs and expenses (including, without limitation, storage and insurance). 12.6

#### 13. RISK/TITLE OF GOODS

- Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the safe of the Goods will be governed by Incolerns 2010 (or any subsequent revision thereign) in which case risk will transfer to the Client in accordance with the incolerns made of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless
- In the case of sales where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date of non-arrival of Goods and within 3 days of the invoice date of receipt of Goods damaged in transit, or

- In all other cases the Client notities SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- Title to the Goods shall not pass to the Client until the earlier of when: -13.3
- SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has supplied to the Client in which case title to the Goods shall pass at the time of payment of all such sums;
  - the Clent resells the Goods in accordance with clause 13.5 in which case title shall pass to the Clent immediately before the time at which the resale by the Clent occurs.
- Until ownership of Goods has passed to the Client, the Client shall 13.4
- held the Goods as SATRA's batec, store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party).
- have been sold to a 3rd party), not destroy, delate or obscure any stentifying mark or packaging on or relating to the Goods, and maistain the Goods in satisfactiony condition and keep them insured on SATRA's behalf for their full price against all risks to the roasonable satisfaction of SATRA. The Client shall obtain an endorsement of SATRA's interest in the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.
- The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's tarsiness at full market value.
- If before little to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:
- the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately
- and SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold of inexceptibly incorporated into another product, and if the Client fasts to do so promptly SATRA rate premise its rights under clause 13.7.
- The Client grants SATRA, its agents and employees an irrevocable icense at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.
- On termination of the Contract, however caused, SATRA's (but not the Cherks) rights contained in this clause 13 shall remain in effect 138

SATRA gives no indernally against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or inaterial supplied to the Cleant. If its use is impossible without infringement of Letters Patent, Registered Design, Trade Mark or Copyright published at the date of the contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or gives by the Client shall not be such as will cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright, in the execution of the Client's order.

#### 15. WARRANTY OF GOODS

- SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shell life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and warrantship.
- 16 DEFECTIVE GOODS
- Subject to clauses 16.6 and 16.7 if. 16.1

- the Client gives rotice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause, and SATRA is given a reasonable opportunity of examining such Goods, and the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business then SATRA will, as to spilor, repair or replace the delective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises
- The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return. 16.2
- If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered. 16.3
- Willout prejudice to clause £6.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods. 16.4
- SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is table under clause 16.1 to repair or replace the delective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to require or replace the Goods due to the circumstances under clauses 16.6 or 15.7 then the Client will be responsible for the
- SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if
- the defect is caused or substantially caused by wear and lear, overloading, misuse, usglect, modification or attempted modification carried toot by any organisation other than by SATRA or their approved agents, or use with anothery equipment and approved in whiting by SATRA, or default in proper maintenance or cleaning.
- The Client suchorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair then, or the Clent has beenched any of the terms of the Contract under which the Goods were supplied, or the Goods have been manufactured to a design or specification or in compliance with other information provided by the Client and the defect has arisen as a result of that design, specification or information;
- Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains redress from the manufacturer or supplier thereof provided that: 16.7
- SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Ciert and upon provision by the Client of a luli indemnity as to costs for which SATRA may thereby become listly;
- expense of the Client and upon provision by the Client of a finit incerning as to cook for which expenses thereby become labbe; nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1. b)
- Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions - Sentember 2019

Oube Medical Products Sdn. Bhd.

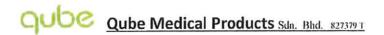
SATRA Reference:

CHM0298827/2023/EN/B

Date:

11th August 2020

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## SUBJECT: REAL TIME SHELF LIFE STUDY REPORT – POWDER FREE NITRILE EXAMINATION GLOVES

Date: 5th of April, 2019.

Objective : To perform Real Time Shelf Life Study according to EN 455-Part 4: Requirements

and Testing for Shelf Life Determination Standard to determine the shelf life of the

Powder Free Nitrile Examination Gloves.

Method : Packed Powder Free Nitrile Examination Gloves were conditioned at 25° ± 2° C for

the intended shelf life period and samples are then tested at pre-determined intervals

for Force at Break Before Accelerated Aging according to EN 455-Part 2: Requirements & Testing for Physical Properties Standard and for Watertightness

according to EN 455-Part 1: Requirements & Testing for Freedom From Holes.

Samples were taken from the following batches:

Lot	Batch No.	Gloves Size	Lot Size	Date of Test
Lot A	4124115B1	S	12,000 pcs	1st of April, 2014 - 1st of April, 2019
Lot B	4124113A2	М	12,000 pcs	1st of April, 2014 - 1st of April, 2019
Lot C	4124112B2	L	12,000 pcs	1st of April, 2014 - 1st of April, 2019

The sample were stored under ambient conditions of  $(25^{\circ} \pm 2^{\circ}C)$  and relative humidity of  $(50 \pm 5\%)$  for a specified period (5 years). Every 6 months, 13 pieces were removed from the lot sample and tested as per requirements of EN 455-Part 2: Requirements & Testing for Physical Properties Standard. Also, another 32 pieces were removed from the lot sample and tested as per requirements of EN 455-Part 1: Requirements & Testing for Freedom From Holes Standard. After 5 years, the results obtained are as following:

## Results:

## Part A: Force at Break Before Accelerated Aging

Specification: Force at Break = 6.0 N (Median)

Sample Size: 13 pieces

Date Of Sampling	Median Force at Break (N)	Average Sample Thickness (mm)
1st of April, 2014 (Initial)	7.26	0.101
1st of October, 2014	7.65	0.102
1st of April, 2015	7.73	0.097

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1st of October, 2015	8.12	0.097
1st of April, 2016	8.16	0.102
1st of October, 2016	7.93	0.101
1st of April, 2017	7.49	0.098
1st of October, 2017	7.33	0.102
1st of April, 2018	7.18	0.102
1st of October, 2018	7.03	0.104
1st of April, 2019	6.84	0.101

**Observation / Comment:** The force at break for each interval increased in a small fraction over the first two years of storage period and started to decline slowly from the second year till end of the storage period of 5 years. The result shows that the powder free nitrile examination gloves complies to the requirement of EN 455-Part 2: Requirements & Testing for Physical Properties Standard over the 5 years study period.

## Part B: Watertightness

Maximum Permitted Defective: AQL 1.5; G1 (Accept: 1 piece, Reject: 2 pieces)

Sample Size: 32 pieces

Date Of Sampling	Defect Found (pieces)
1st of April, 2014 (Initial)	0
1st of October, 2014	0
1st of April, 2015	0



1st of October, 2015	0
1st of April, 2016	1
1st of October, 2016	0
1st of April, 2017	0
1st of October, 2017	0
1st of April, 2018	1
1st of October, 2018	0
1st of April, 2019	0

**Observation / Comment:** The samples tested meet the requirement of EN 455-Part 1: Requirements & Testing for Freedom From Holes Standard over the 5 years study period.

## **Discussion & Conclusion:**

EN 455-Part 4: Requirements and Testing for Shelf Life Determination Standard is an harmonised standard for the requirement and testing for shelf life determination of medical gloves for single use. The standard requires manufacturer to test the properties of the glove that can alter during natural aging (shelf life of the product). The properties that require testing shall include, but are not limited to; Force at Break (EN 455-Part 2) and Freedom from Holes (EN 455-Part 1).

The result above showed that our Powder Free Nitrile Examination Gloves are complied to the requirement of EN 455-Part 2: & EN 455-Part 1 over the 5 years study period, thus the gloves are claimed to have a shelf life of 5 years based on the Real Time Shelf Life Study test results above which conform to EN 455 – Part 4 standard.

Reported By:

Verified By:

Nurfitriyah QA Executive

Davendran QA Manager



SATRA Technology Centre Ltd Wyndham Way, Telford Way, Kettering, Northamptonshire, NN16 8SD United Kingdom Tel: +44 (0) 1536 410000

Fax +44 (0) 1536 410626 email: info@satra.com www.satra.com

Customer details:

Qube Medical Products Sdn. Bhd. No. 9 & 10, Jalan KPK 1/3 Kawasan Perindustrain Kundang Kundang Jaya, Rawang Selangor Darul Ehsan

Malaysia

SATRA reference: CHM0298827/2023/EN

/C

Your reference:

NSPO-20/07/0053

Date of report:

11th August 2020

Jampies received. 2

Samples received: 21st July 2020

Date(s) work

4th to 7th August 2020

carried out:

## **TECHNICAL REPORT**

Subject:

Testing in accordance with ISO 16604:2004 to meet the requirements of EN ISO 374-5:2016 for resistance to penetration by blood-borne pathogens on gloves described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1.

### Conditions of Issue:

This report may be forwarded to other parties provided that it is not changed in any way. It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.

Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for guidance only.

A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested. SATRA shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in the report.

Please note uncertainty of measurement has not been applied to the results in this report. SATRA uncertainty of measurement values are available on request.

Report signed by:

**Emma Norris** 

Position:

Technologist Team Leader

Department:

Chemical & Analytical Technology

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SATRA Technology Centre Ltd (a subsidiary of SATRA). Registered in England No. 3856296 at the above address



## WORK REQUESTED:

Samples of gloves described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1 were received on the 21<sup>st</sup> July 2020 for testing in accordance with ISO 16604:2004 to meet the requirements of EN ISO 374-5:2016 for resistance to penetration by blood-borne pathogenstest method using Phi-X174 bacteriophage. Testing was completed at an external laboratory and reported under their reference 20RA08881.

### SAMPLE SUBMITTED



Samples described as Powder Free Nitrile Examination Gloves - Blue. Lot number 0231611B1

## **TESTING REQUIRED:**

• ISO 16604:2004 for resistance to penetration by blood-borne pathogens-test method using Phi-X174 bacteriophage

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## **RESULTS:**

The positive control sample showed the bacteriophages passed through a microporous film whilst the negative control samples showed no passage through the polyethylene film.

Test specimen	Result	Pass/Fail
1	No penetration	Pass
2	No penetration	Pass
3	No penetration	Pass

## **APPENDICES:**

Resistance to penetration by blood-borne pathogens-Test method using Phi-X174 bacteriophage

Standard used	ISO 16604 (2004)	
Product standard	EN ISO 374-5 (2016)	
Dimension of the test specimens	75mm x 75mm	
Number of test specimens	3	
Test procedure used	Procedure B	
Used bacteriophage	Bacteriophage Phi-X174 (ATCC 13706-B1 LOT CNCM 14812)	
Penetration survey method Plaque-forming units (PFU)		
Pre-test bacteriophage titre	4.1x108 PFU/ml	
Post-test bacteriophage titre	4.0x10 <sup>8</sup> PFU/ml	

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### TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE PROVISION OF SERVICES

#### 1. GENERAL

- Work dene, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are hereby excluded. 1.1
- SATRA Technology Centre Limited, its substituties and associated companies (hereinalter releared to as 'SATRA') may perform Services for or supply Goods to persons or entities (public, private or governmental) issuing instructions (itereinafter termed the "Client"). Each also known individually as a Party, or jointly as Parties
- These terms and conditions will apply to the Contract between SATRA and the Client to the exclusion of any other terms which the Client may seek to impose or which may be implied by trade, custom, practice or course of dealing 1.3
- Unless otherwise agreed in writing no party other than the Client is entitled to provide instructions or information relating to the Goods or Services required or to the delivery of goods, results, reports or 1.4
- the "Centract" is the contract between SATRA and the Client for the supply of Goods or Services which is made subject to these terms and conditions, and "Services" are the work or services to be supplied or performed under the Centract (including where relevant (a)
- (b)
- Services and the work of services to de suppress of the supply of schowle, compensis and consumatives), and "Goods" are the equipment, consumables or other physical items soft under the Contract (including documents, drawings or other information required in order to operate the equipment). (c)
- All drawings, descriptive matter, specifications and advertising material (including brochures and catalogues) are issued or published with the sole purpose of giving an indication of the goods or services being described and shall not form part of the Contract.
- Where SATRA and the Client agree that the sale of Goods shall be governed by incoterns 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant incoterns made of transport which is agreed by SATRA and the Client 1.7

#### 2

- Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are not 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be enabled to withhold delivery of the Goods or Services or cancel the Contract SATRA reserves the right to charge interest on any overtup payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received. 21
- Where the provision of Services or the sale of Goods is subject to a proformativoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA. 2.2
- SATRA reserves the right to charge for any and all exponses incurred as a result of performing the Services required by the Client. Although SATRA will ry and provide an estimate of such expenses these may change as a result of encumstances out of SATRA's control
- Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the safe of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client. 24
- 25 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancer the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Cheal returned. Termination of the Contract shall be without prejudice to any of SATRA socretion. 26
- All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts. 2.7
- The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs 2.9
- Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and

### INTELLECTUAL PROPERTY RIGHTS

- All intellectual property rights belonging to a Parry prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- In the event of certification services the use of certification marks by the Client may be subject to a and international laws and regulations. The responsibility for the use of these certification marks lies 3.2
- All intelectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said unterial air accordance with the terms of this Contract. 3.3
- The Client agrees and acknowledges that SATRA retains any and all propriety rights in concepts, ideas and inventions that may arise during the preparation or provision of any report (including any deliverables provided by SATRA to the Client) and the provision of the Services to the Client 34
- All intellectual property rights in any software supplied to the Client shall belong to SATRA or SATRA's lecensors. With respect to the sale of SATRA Tarveline, SATRASDIAMA and SATRA Visionshich, provided that the Client is a member of SATRA and has paid its annual Smatteare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive mixer software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which in o longer considers vable to support. The Client's rights to use the software and receive software upgrades and fixes and fixes on the software and receive software upgrades and fixes and fixes will terminate if the Client than not paid as annual Smarzave lee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to true for an actidional fee.
- SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) Regulation (EU) 2016/67 To the extent that SATRA processors or relics access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and goard agoinst unauthorised or unknown processing, accidental loss, destruction or damage to such data).

- SUSPENSION OR TERMINATION OF SERVICES
- Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which proved SATRA from delivering the Goods or completing the Services, the SATRA will be entitled to reach earlier of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services attends supplied but will entitle the Client any fees paid by the Client for Goods or Services attends when the time of the Client any fees paid by the Client for Goods or Services when have not yet been supplied. The Client will not be liable for any non-refuncable expenses already secured by SATRA is relation to Goods or Services and yet supplied unless the cancellation is due to the Clients failure to comply with its obligations under the Contract. 42

#### LIABILITY AND INDEMNIFICATION

- Reports are issued on the basis of information, documents and or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clusie 5.2, neeter SATRA nor any of is employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken on taken on the trass of such findings and reports, nor for any accurrect results assuing as a result of unclear erroneous, incomplete, insteading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for
- death or personal injury caused by its negligence or the negligence of its employees or agents;

- tread or fraudilets misrepresentation, breach of the terms implied by Section 12 of the Sale of Goods Act 1979, defective products under the Consistent Protection Act 1997, or any other liability which cannot be limbed or excluded by applicable law.
- Subject to clause 5.2 SATRA shall not be liable to the Client whether in contract, tort (including negligence) breach of statutory duty or otherwise arising under or in connection with the Contract for loss of profits, sales contracts, anticipated savings, loss or demage to goodwill or any indirect or consequential loss. 53
- Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, fort (including negligence), breach of statutory duty or otherwise ansing under or in connection with the Contract shall be limited to the total amount of fees for the Services or the pince of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

- If any one or more provisions of these conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired
- During the course of providing the Goods or Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA. 6.2
- The use of SATRAs corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation 63
- All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause. 6.4
- The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or reterred to in these terms and conditions) made by or on behalf of SATRA or any other party before existing into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- All provisions of the Contract that limit or exclude the liability of SATRA are intended also to be for the benefit of SATRA's holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.

- Unless specifically excluded in the terms of an individual contract between SATRA and the Clent, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in Rigation without the consent of SATRA. 72
- Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to those terms of business and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
- The service deliverables referred to in clause 7.1 are submitted to the Clent as confidential documents Confidentially shall continue to apply after completion of the business, but stad cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client. 7.4
- The Client shall not deassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

No amendment to this Contract shall be effective unless  $\epsilon$  is in writing, expressly stated to amend this Contract and signed by an authorised signatory of both Parties.

### DISPUTE RESOLUTION

- If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endowours to resolve that dispute. 9.1
- Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the puries fail to agree within 21 days, other party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.
- Should the mediation fall, in whole or in part, either party may, upon giving written notice, and within bientyeight days thereof, apply to the President or the Vice President, for the time being, of the Chartered institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1986 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are demined to be incorporated by reference into this clause. The sent of the arbitration shall be England and Wales.

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Signed: OLL'S.



### TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE PROVISION OF SERVICES

b)

- The laws of England shall govern the interpretation of this Contract. Subject to clauses 9.1, 9.2 and 9.3 any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England. However, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court it chooses.
- 10. PROVISION OF SERVICES
- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Clients specific instructions and as confirmed by SATRA as part of the Contract review process.
- Estimates for completion of the Services are made in good faith and date from recept of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfill them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Tarie will not be of the assence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A salidationy test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10 4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- Where the Client requests SATRA to witness testing of other services being undertaken by a fixed party the Client agrees that SATRAs side responsibility is to be present at the lane of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 106 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such

Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal ordo the Cleint. Storage for longer periods may be possible only lingured in advance and may incur a storage charge payable by the Cleint.

Where practical and agreed in advance, samples may be returned of the Client's exposes. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as nev" condition.

- Where SATRA receives documents reflecting organization between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA. 10.7
- SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable have or safety requirements are complete with 10 B
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.
- CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES 11.
- Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel. 11.2
- The Chent shall inform SATRA in advance of any known hazards, dangers or other salety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reinburse SATRA the amount of any additional costs arising from the suspension. 11 4
- 12. DELIVERY AND NON-DELIVERY OF GOODS
- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Chent can provide conclusive evidence to the contray.
- SATRA shall not be lable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered. 12.4
- Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot observes be used, if the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs. 12.5
- If for any reason the Clent laifs to accept delivery of any of the Goods when they are ready for delivery, or SATRA is smalle to deliver the Goods on time because the Clent has not provided appropriate instructions, documents, ficenses or authorisations then risk in the Goods shall pass to the Clent, the Goods and/or Services shall be deemed to have been delivered, and SATRA may store the Goods until delivery, whereupon the Clent shall be listle for all related costs and expenses (including, without limitation, storage and insurance).
- 13. RISK/TITLE OF GOODS

12.2

- Subject to clause 12.6 the risk in the Goods will transfer to the Client on deliviny of the Goods unless SATRA and the Client have agreed that the safe of the Goods will be governed by Incoternis 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoternis mode of transport which is agreed by SATRA and the Client
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless
- In the case of sales where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date of non-arrival of Goods and within 3 days of the invoice date of receipt of Goods damaged in transit; or In all driver cases the Client notities SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- bì

- 133 Title to the Goods shall not pass to the Client until the earlier of when -
- SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has supplied to the Client in which case title to the Goods shall pass at the time of payment of all such soms
  - the Client resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resalts by the Client occurs.
- Until ownership of Goods has passed to the Client, the Client shall 13.4
- hold the Goods as SATRA's ballee, store the Goods (at no cost to SATRA) separately from all other goods belonging to the Chert or any throughly in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party) into the stroy, deface or obscure any identifying mark or packaging on or relating to the Goods, and maintain the Goods in satisfactory condition and keep them insured on SATRA's behalf for their full price against all risks to the reasonable satisfaction of SATRA. The Client shall obtain an endorsement of SATRA's interest in the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.
- 135 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.
- If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:
- the Client's right to reself the Goods or use them in the ordinary course of its business ceases immediately,
- b) SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold
- or irrevocably incorporated into another product, and if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7. c)
- The Client grants SATRA, its agents and employees an irrevocable licence at any time to order any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.
- 13.8 On termination of the Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect
- SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If its use is appossible without infringement of Letters Patent, Registered Design, Trade Mark or Copyright published at the date of the contract. SATRA will retain to the Client the purchase price of the said ratic or material provided that it is returned to SATRA free of charge. The Client warrants that any design or austruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.
- 15. WARRANTY OF GOODS
- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shalf be free from defects in design, material
- 16 DEFECTIVE GOODS
- 16.1 Subject to clauses 16.6 and 16.7 if.
- a)
- the Clent gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause; and SATRA is given a reasonable opportunity of examining such Goods, and the Clent (I asked to do so by SATRA) returns such Goods to SATRA's place of business then SATRA will, at its option, repair or replace the delective Goods or refund the price of the delective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises. b)
- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.
- 16 3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered
- Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods. 16.4
- SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is lable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not lable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with auclifiery equipment not approved in writing by SATRA, or default in proper marintenance or cleaning.
- b)
- or the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA at reasonable opportunity to replace or repair them, or the Client has breached any of the terms of the Contract under which the Goods were supplied, or the Goods where here manifestured to a design or specification or an compliance with other information provided by the Client and the defect has arisen as a result of that design, specification or information; c) d)
- Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains redress from the manufacturer or supplier thereof provided that: 16.7
- SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indominity as to costs for which SATRA may shreply become liable; nothing the state of a full indominity as to costs for which SATRA may obtain this condition to 7 shall have effect as to impose upon SATRA any additional hability or obligations other than those referred in a condition 16.1. b)
- Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions - September 2019

Qube Medical Products Sdn. Bhd.

SATRA Reference:

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Date:

11th August 2020

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