



Qube Medical Products Sdn. Bhd. 827379-P

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.

Rawang, Selangor, 10th of June, 2020.

Place & Date

Signature & Company 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



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 Representative : Leli Group Holding B.V.
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 :

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

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)

Selangor, Malaysia on 10th of June, 2020.

(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


Davendran (Factory Manager)



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 Representative : Leli Group Holding B.V.
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

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)

Selangor, Malaysia on 03rd of September, 2020.


Davendran (Factory Manager)

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



By Royal Charter

Certificate of Registration

QUALITY 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

Original Registration Date: 2014-03-06

Latest Revision Date: 2020-02-21

Effective Date: 2020-03-06

Expiry Date: 2023-03-05

Page: 1 of 1



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Printed copies can be validated at www.bsi-global.com/ClientDirectory or telephone +44 (0) 345 9533.

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.

Information and Contact: BSI, 88 Market Court, Davy Avenue, Knowlhill, Milton Keynes MK5 8PP, Tel: +44 (0) 345 9533 9000
BSI Assurance UK Limited, registered in England under number 7805321 at 389 Chiswick High Road, London W9 4AL, UK.
A Member of the BSI Group of Companies.



By Royal Charter

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

Effective Date: 2020-02-23

Expiry Date: 2023-02-22

Page: 1 of 1



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Information and Contact: BSI, Kitemark Court, Davy Avenue, Knowlhill, Milton Keynes MK5 8PN. Tel: +44 345 600 9000
BSI Assurance UK Limited, registered in England under number 7805321 at 389 Chiswick High Road, London W4 4AL, UK.
A Member of the BSI Group of Companies.



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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 Perindustrian Kundang
Kundang Jaya, Rawang
Selangor Darul Ehsan
Malaysia

SATRA reference: CHM0298827/2023/EN
/A

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

(Page 1 of 13)

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 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

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			

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 PAH listed in the appendices	

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.

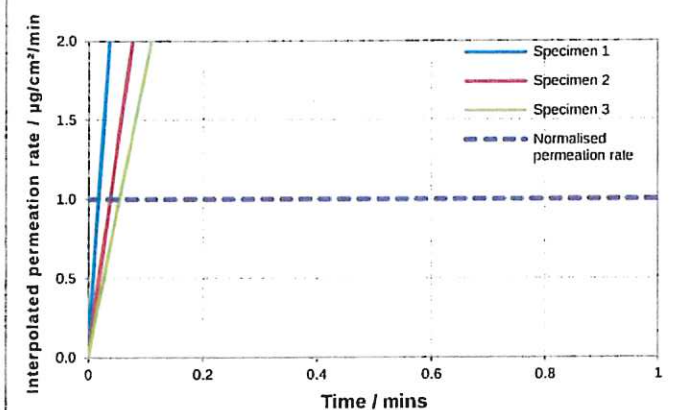
Permeation performance level	Measured breakthrough time (minutes)
1	>10
2	>30
3	>60
4	>120
5	>240
6	>480

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

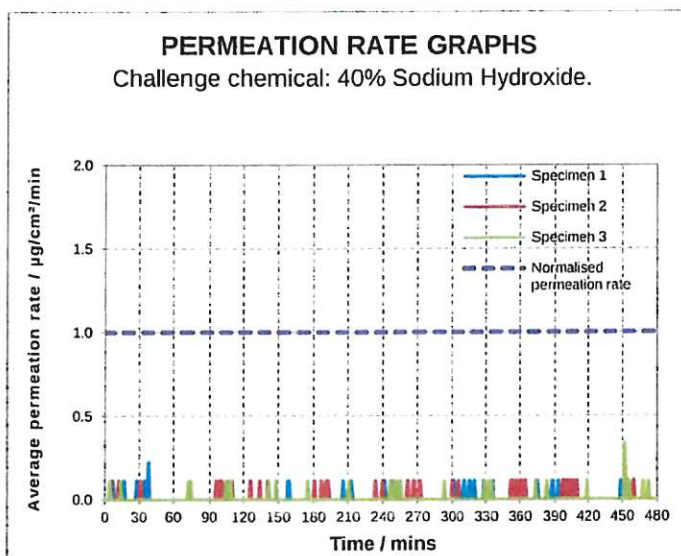
Test/Property	Sample reference:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		Performance
EN 16523-1:2015 +A1:2018 in accordance with SATRA SOP CAT-005 Using stainless steel permeation cells with standardised dimensions	Test information:	Chemical: Methanol		The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved
		Normalised permeation rate (NPR): 1 µg/cm²/min		
		Detection technique: GC-FID (periodic measurement)		
		Collection medium: Dry air (open loop)		
		Collection medium flow rate: 335 – 380 ml/min		
		Test temperature: (23 ± 1) °C		
	Specimen	Thickness (mm) ^Δ	Breakthrough time (mins) ^Δ	
	1	0.08	<1	
	2	0.08	<1	
	3	0.08	<1	
	Test result:	<1		
	UoM:	<1		
Visual appearance of specimens after testing:		Severely swollen		

PERMEATION RATE GRAPHS

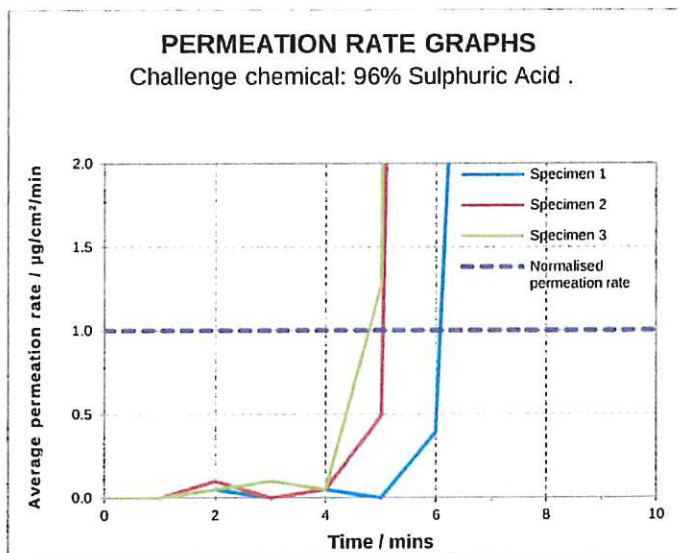
Challenge chemical: Methanol .



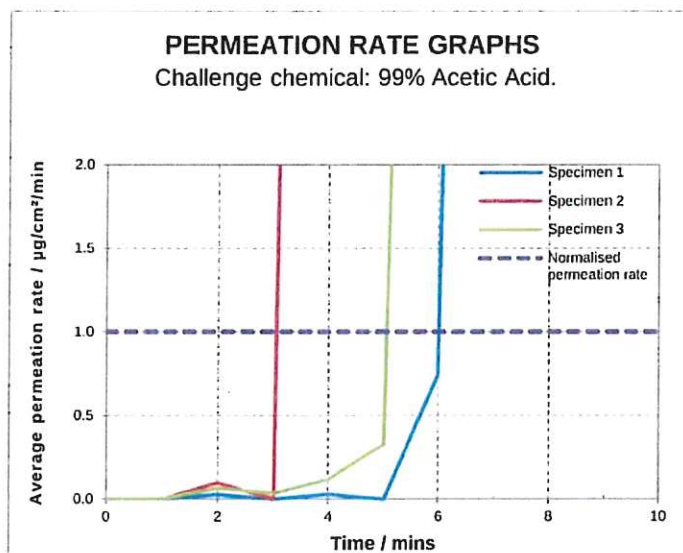
Test/Property	Sample reference:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		Performance
EN 16523-1:2015 +A1:2018 in accordance with SATRA SOP CAT-009 Using PTFE permeation cells with standardised dimensions	Test information:	Chemical: 40% Sodium hydroxide		Level 6
		Normalised permeation rate (NPR): 1 µg/cm²/min		
		Detection technique: Conductimetry (continuous measurement)		
		Collection medium: Deionised water (closed loop)		
		Collection medium stirring rate: 45 – 65 ml/min (each cell constant to within ± 10%)		
		Test temperature: (23 ± 1) °C		
	Specimen	Thickness (mm)Δ	Breakthrough time (mins)	
	1	0.08	>480	
	2	0.08	>480	
	3	0.07	>480	
	Test result:	>480		
	UoM:	<1		
Visual appearance of specimens after testing:		Swollen		



Test/Property	Sample reference:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		Performance
EN 16523-1:2015 +A1:2018 in accordance with SATRA SOP CAT-009 Using PTFE permeation cells with standardised dimensions	Test information:	Chemical: 96% Sulphuric acid		The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved
		Normalised permeation rate (NPR): 1 µg/cm²/min		
		Detection technique: Conductimetry (continuous measurement)		
		Collection medium: Deionised water (closed loop)		
		Collection medium stirring rate: 45 – 65 ml/min (each cell constant to within ± 10%)		
		Test temperature: (23 ± 1) °C		
	Specimen	Thickness (mm) Δ	Breakthrough time (mins)	
	1	0.08	7	
	2	0.07	6	
	3	0.07	5	
	Test result:	5		
	UoM:	<1		
Visual appearance of specimens after testing:		Swollen, brittle, disintegrated, discoloured and hardened		

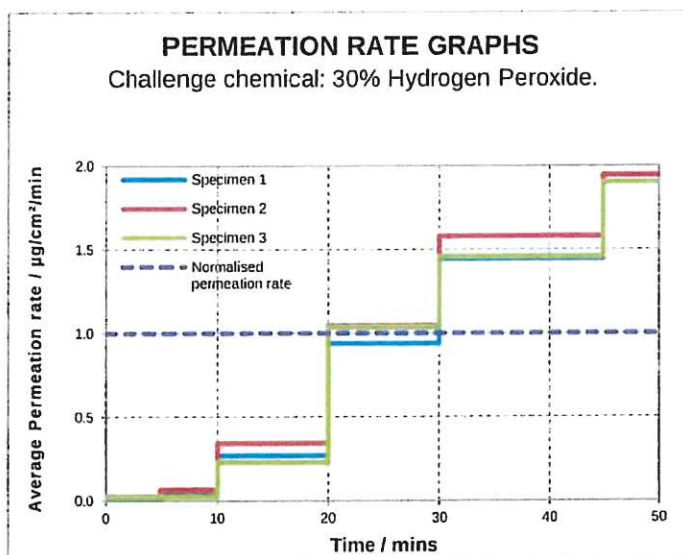


Test/Property	Sample reference:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		Performance
EN 16523-1:2015 +A1:2018 in accordance with SATRA SOP CAT-009 Using PTFE permeation cells with standardised dimensions	Test information:	Chemical: 99% Acetic acid		The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved
		Normalised permeation rate (NPR): 1 µg/cm²/min		
		Detection technique: Conductimetry (continuous measurement)		
		Collection medium: Deionised water (closed loop)		
		Collection medium stirring rate: 45 – 65 ml/min (each cell constant to within ± 10%)		
		Test temperature: (23 ± 1) °C		
	Specimen	Thickness (mm)Δ	Breakthrough time (mins)	
	1	0.07	7	
	2	0.08	4	
	3	0.07	6	
	Test result:	4		
	UoM:	<1		
Visual appearance of specimens after testing:		Not observed		



Test/Property	Sample reference:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		Performance
EN 16523-1:2015 +A1:2018 in accordance with SATRA SOP CAT-025 Using PTFE permeation cells with standardised dimensions	Test information:	Chemical: 30% Hydrogen peroxide		Level 1
		Normalised permeation rate (NPR): 1 µg/cm²/min		
		Detection technique: Electrochemical detector (periodic measurement)		
		Collection medium: Deionised water (closed loop)		
		Collection medium stirring rate: 45 – 65 ml/min (each cell constant to within ± 10%)		
		Test temperature: (23 ± 1) °C		
	Specimen	Thickness (mm) ^Δ	Breakthrough time (mins) [▼]	
	1	0.07	Between 31 to 45	
	2	0.07	Between 21 to 30	
	3	0.07	Between 21 to 30	
	Test result:		Between 21 to 30	
	UoM:		See below	
Visual appearance of specimens after testing:		Swollen		

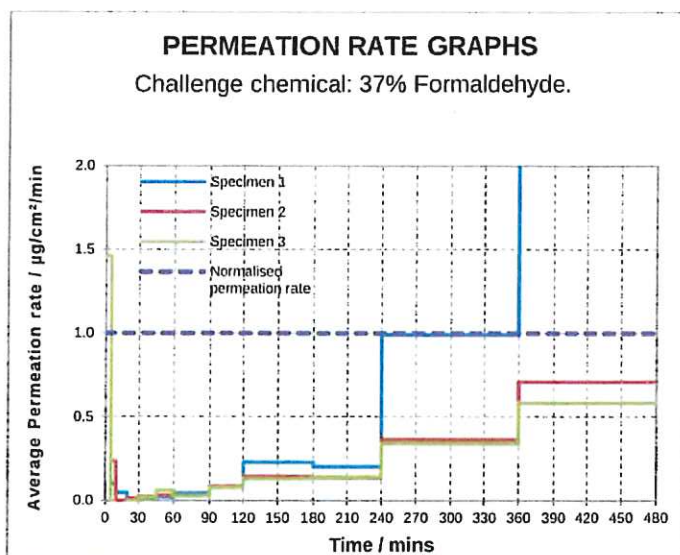
For SOP CAT-025, where both the P_1 and P_u are observed in the same sampling range, uncertainty is expressed as the time difference between the mid-point of the range and the previous sampling time. This uncertainty is included in the reported result



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

Test/Property	Sample reference:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		Performance	
EN 16523-1:2015 +A1:2018 in accordance with SATRA SOP CAT-025 Using PTFE permeation cells with standardised dimensions	Test information:	Chemical: 37% Formaldehyde		Level 5	
		Normalised permeation rate (NPR): 1 µg/cm²/min			
		Detection technique: HPLC-DAD (periodic measurement)			
		Collection medium: Deionised water (closed loop)			
		Collection medium stirring rate: 45 – 65 ml/min (each cell constant to within ± 10%)			
		Test temperature: (23 ± 1) °C			
	Specimen	Thickness (mm)Δ	Breakthrough time (mins)▼		
		1	0.08		Between 361 to 480
		2	0.08		>480
		3	0.07		>480
		Test result:	Between 361 to 480		
	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.

- △ 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

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

1. GENERAL

- 1.1 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.
- 1.2 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 "Client"). Each also known individually as a Party, or jointly as Parties.
- 1.3 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.
- 1.4 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) 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
- (b) "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
- (c) "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).
- 1.6 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.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 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.

2. FEES AND PAYMENT

- 2.1 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 prior to delivery of the Services or 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 overdue 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.
- 2.2 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.
- 2.3 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 will try and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgment. 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.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 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 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 rights.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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 expenses.

3. INTELLECTUAL PROPERTY RIGHTS

- 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.
- 3.2 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.
- 3.3 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.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all property 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.
- 3.5 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 Timeline, SATRASUMM and SATRA VisionStix, provided that the Client is a member of SATRA and has paid its annual Smartcare fee, then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software 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 Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.6 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) 2016/679. 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, accidental loss, destruction or damage to such data).

4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 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.
- 4.2 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 already 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 relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

5. LIABILITY AND INDEMNIFICATION

- 5.1 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 on it. SATRA does not accept liability for any loss or damage arising from the use of the reports, drawings, photographs, specifications, or any other information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
- (a) death or personal injury caused by its negligence or the negligence of its employees or agents, fraud or fraudulent misrepresentation;
- (b) breach of the terms implied by Section 12 of the Sale of Goods Act 1979;
- (c) defective products under the Consumer Protection Act 1987; or
- (d) any other liability which cannot be limited or excluded by applicable law.
- 5.3 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 damage to goodwill or any indirect or consequential loss.
- 5.4 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 sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

6. MISCELLANEOUS

- 6.1 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 thereby.
- 6.2 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.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 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.
- 6.5 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.
- 6.6 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.

7. CONFIDENTIALITY

- 7.1 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.
- 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
- 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of SATRA to these 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.
- 7.4 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.
- 7.5 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.

8. AMENDMENT

- 8.1 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

- 9.1 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.
- 9.2 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 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.
- 9.3 Should the mediation 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, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Contract Cost Rules of the

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.
- 9.4 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 Client's specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 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. While SATRA will make every effort to fulfil them, 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.
- 10.3 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.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's 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.
- 10.6 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 then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer 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, 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.
- 10.7 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.
- 10.8 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 complied with.
- 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.
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 agreed.
- 11.2 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.
- 11.3 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.
- 11.4 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 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 liable for any delay in delivery of Goods.
- 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.
- 12.3 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 Client can provide conclusive evidence to the contrary.
- 12.4 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.
- 12.5 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.
- 12.6 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, licences 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).
13. **RISK/TITLE OF GOODS**
- 13.1 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 Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms 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:
- a) 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
- b) 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.
- 13.3 Title in the Goods shall not pass to the Client until the earlier of when:
- a) 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
- b) 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.
- 13.4 Until ownership of Goods has passed to the Client, the Client shall:
- a) hold the Goods as SATRA's bailee;
- b) 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 third party);
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- d) 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.
- 13.5 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.
- 13.6 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:
- a) the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- 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
- c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.
- 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.
- 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.
14. **PATENTS**
- 14.1 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 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 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 shall be free from defects in design, material and workmanship.
16. **DEFECTIVE GOODS**
- 16.1 Subject to clauses 16.6 and 16.7 if:
- a) 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
- b) SATRA is given a reasonable opportunity of examining such Goods; and
- c) 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.
- 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.
- 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.
- 16.5 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 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 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:
- a) 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
- b) 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
- c) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- d) 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.
- 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:
- a) 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 thereby become liable;
- b) 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.
- 16.8 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



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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 carried out: 7 August 2020

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



Conclusion

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

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

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

Clause / Test	Test Results		UoM	Result
7.2 Air leak test	Total Air Pressure Used 2.54kPa		± 2.8 mmH ₂ O	PASS
	Sample size	Leaks		
	7	No leaks detected		
	8	No leaks detected		
	9	No leaks detected		
	10	No leaks detected		
7.3 Water leak test	Sample size	Leaks	N/A	PASS
	7	No leaks detected		
	8	No leaks detected		
	9	No leaks detected		
	10	No leaks detected		

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

1. GENERAL

- 1.1 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.
- 1.2 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 "Client"). Each also known individually as a Party, or jointly as Parties.
- 1.3 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.
- 1.4 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) 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
 - (b) "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
 - (c) "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).
- 1.6 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.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 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.

2. FEES AND PAYMENT

- 2.1 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 prior to delivery of the Services or 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 overdue 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.
- 2.2 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.
- 2.3 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 will try and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 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.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 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 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 rights.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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 expenses.

3. INTELLECTUAL PROPERTY RIGHTS

- 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.
- 3.2 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.
- 3.3 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.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all proprietary 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.
- 3.5 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 Timeline, SATRASUMM and SATRA Visions, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older 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 Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.6 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) 2016/679. 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, accidental loss, destruction or damage to such data).

4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 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.
 - 4.2 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 already 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 relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.
- ### 5. LIABILITY AND INDEMNIFICATION
- 5.1 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 clause 5.2, neither SATRA nor 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, misleading or false information provided to SATRA.
 - 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
 - (a) death or personal injury caused by its negligence or the negligence of its employees or agents;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by Section 12 of the Sale of Goods Act 1979;
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any other liability which cannot be limited or excluded by applicable law.
 - 5.3 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 damage to goodwill or any indirect or consequential loss.
 - 5.4 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 sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

6. MISCELLANEOUS

- 6.1 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 thereby.
- 6.2 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.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 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.
- 6.5 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.
- 6.6 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.

7. CONFIDENTIALITY

- 7.1 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.
- 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
- 7.3 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 these 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.
- 7.4 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.
- 7.5 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.

8. AMENDMENT

- 8.1 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

- 9.1 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.
- 9.2 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 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.
- 9.3 Should the mediator 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, unless 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)

Signed

HATSON

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.
- 9.4 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 Client's specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 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. While SATRA will make every effort to fulfil them, 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.
- 10.3 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.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's 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.
- 10.6 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 then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer 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, 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.
- 10.7 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.
- 10.8 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 complied with.
- 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.
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 agreed.
- 11.2 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.
- 11.3 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.
- 11.4 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 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 liable for any delay in delivery of Goods.
- 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.
- 12.3 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 Client can provide conclusive evidence to the contrary.
- 12.4 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.
- 12.5 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.
- 12.6 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).
13. **RISK/TITLE OF GOODS**
- 13.1 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 Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms 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:
- a) 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
- b) 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.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when -
- a) 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
- b) 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.
- 13.4 Until ownership of Goods has passed to the Client, the Client shall
- a) hold the Goods as SATRA's bailee;
- b) 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);
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- d) 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.
- 13.5 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.
- 13.6 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:
- a) the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- 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
- c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.
- 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.
- 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.
14. **PATENTS**
- 14.1 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 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 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 shall be free from defects in design, material and workmanship.
16. **DEFECTIVE GOODS**
- 16.1 Subject to clauses 16.6 and 16.7 if:
- a) 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
- b) SATRA is given a reasonable opportunity of examining such Goods; and
- c) 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.
- 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.
- 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.
- 16.5 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 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 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:
- a) 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
- b) 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
- c) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- d) 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.
- 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
- a) 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 thereby become liable;
- b) 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.
- 16.8 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



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
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 : Qube
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	106	106	107	106	107	106	106	107	106	105	106	107	107	106
Median: 110±10mm														
Length	295	295	294	296	298	296	294	293	295	300	296	295	296	295
Median: ≥ 240mm														

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

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SECTION HEAD
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JOB REF NO. : 2020-05-18-019
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PAGE: 3 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
Production Date : 12.05.2020
Manufacturer : Qube 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
Test Method : EN 455 Part 2:2015
Ageing : 70 ± 2 Deg C for 168 hrs
Testing Period : 19 May 2020 – 03 June 2020

SIZE	SAMPLE NO.	Force at Break, N	
		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

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SGS (MALAYSIA) SDN BHD


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SECTION HEAD
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PAGE: 4 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
Production Date : 12.05.2020
Manufacturer : Qube Medical Products Sdn Bhd
Country of Origin : Malaysia
Quantity Tested : 5 pieces
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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Customer details: Qube Medical Products Sdn. Bhd.
No. 9 & 10, Jalan KPK 1/3
Kawasan Perindustrian 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 carried out: 27th to 29th July 2020

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 guidance only.

Tests marked \neq 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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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.

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_{DR}) / %:	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 (σ_{DR}) / %:	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 (σ_{DR}) / %:	N/A		
UoM / ± %:	<5		
Appearance of samples after testing:	Brittle, disintegrated and discoloured		

Sample description:	Powder Free Nitrile Examination Gloves – Blue Lot number 0231611B1		
Challenge chemical:	99% Acetic acid (CAS: 64-19-7)		
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_{DR}) / %:	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_{DR}) / %:	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_{DR}) / %:	9.5		
UoM / ± %:	8.7		
Appearance of samples after testing:	No change		

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

1. GENERAL

- 1.1 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.
- 1.2 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 "Client"). Each also known individually as a Party, or jointly as Parties.
- 1.3 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.
- 1.4 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) 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
 - (b) "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
 - (c) "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).
- 1.6 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.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 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.

2. FEES AND PAYMENT

- 2.1 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 prior to delivery of the Services or 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 overdue 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.
- 2.2 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.
- 2.3 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 will try and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 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.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 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 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 rights.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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 expenses.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all proprietary 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.
- 3.5 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 Timelapse, SATRA SUMMA and SATRA VisionSight, provided that the Client is a member of SATRA and has paid its annual Smancare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software 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 Smancare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.6 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) 2016/679. 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, accidental loss, destruction or damage to such data).

4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 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.
- 4.2 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 already 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 relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

5. LIABILITY AND INDEMNIFICATION

- 5.1 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 clause 5.2, neither SATRA nor 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, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
 - (a) death or personal injury caused by its negligence or the negligence of its employees or agents, fraud or fraudulent misrepresentation,
 - (b) breach of the terms implied by Section 12 of the Sale of Goods Act 1979,
 - (c) defective products under the Consumer Protection Act 1987, or
 - (d) any other liability which cannot be limited or excluded by applicable law.
- 5.3 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 damage to goodwill or any indirect or consequential loss.
- 5.4 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 sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

6. MISCELLANEOUS

- 6.1 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 thereby.
- 6.2 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.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 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.
- 6.5 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.
- 6.6 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.

7. CONFIDENTIALITY

- 7.1 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.
 - 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
 - 7.3 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 these 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.
 - 7.4 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.
 - 7.5 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.

8. AMENDMENT

- 8.1 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

- 9.1 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.
- 9.2 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 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.
- 9.3 Should the mediation 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, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Chartered Cost Rules of the

Qube Medical Products Sdn. Bhd.

SATRA Reference: CHM0298827/2023/EN/B

Date: 11th August 2020

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.
- 9.4 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 Client's specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 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. While SATRA will make every effort to fulfil them, 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.
- 10.3 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.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's 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.
- 10.6 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 then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer 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, 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.
- 10.7 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.
- 10.8 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 complied with.
- 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.
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 agreed.
- 11.2 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.
- 11.3 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.
- 11.4 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 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 liable for any delay in delivery of Goods.
- 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.
- 12.3 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 Client can provide conclusive evidence to the contrary.
- 12.4 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.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to change 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.
- 12.6 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, licences 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).
13. **RISK/TITLE OF GOODS**
- 13.1 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 Incoterms 2010 (or any subsequent revision thereof) in which case risk will transfer to the Client in accordance with the Incoterms 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:
- a) 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
- b) In all other cases the Client notifies SATRA of the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when:-
- a) 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
- b) 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.
- 13.4 Until ownership of Goods has passed to the Client, the Client shall:
- a) hold the Goods as SATRA's bailee;
- b) 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 third party);
- c) not destroy, 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.
- 13.5 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.
- 13.6 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:
- a) the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- 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
- c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.
- 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.
- 13.8 On termination of the Contract, however caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect.
14. **PATENTS**
- 14.1 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 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 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 shall be free from defects in design, material and workmanship.
16. **DEFECTIVE GOODS**
- 16.1 Subject to clauses 16.6 and 16.7 if:
- a) 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
- b) SATRA is given a reasonable opportunity of examining such Goods; and
- c) 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.
- 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.
- 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.
- 16.5 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 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 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:
- a) 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
- b) 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
- c) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- d) 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;
- 16.7 Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall not be liable for defects only to the extent that SATRA obtains redress from the manufacturer or supplier thereof provided that:
- a) 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 thereby become liable;
- b) 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.
- 16.8 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



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 $25^{\circ} \pm 2^{\circ} \text{C}$ 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	M	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 ($25^{\circ} \pm 2^{\circ} \text{C}$) 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



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:

Nurfitriyah
QA Executive

Verified By:

Davendran
QA Manager



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Customer details: Qube Medical Products Sdn. Bhd.
No. 9 & 10, Jalan KPK 1/3
Kawasan Perindustrian 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

Samples received: 21st July 2020

Date(s) work carried out: 4th to 7th August 2020

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

(Page 1 of 5)

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 ISO 16604:2004 to meet the requirements of EN ISO 374-5:2016 for resistance to penetration by blood-borne pathogens-test 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

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	<i>Bacteriophage Phi-X174 (ATCC 13706-B1 LOT CNCM 14812)</i>
Penetration survey method	Plaque-forming units (PFU)
Pre-test bacteriophage titre	4.1×10^8 PFU/ml
Post-test bacteriophage titre	4.0×10^8 PFU/ml

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

1. GENERAL

- 1.1 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.
- 1.2 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 "Client"). Each also known individually as a Party, or jointly as Parties.
- 1.3 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.
- 1.4 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) 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
 - (b) "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
 - (c) "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).
- 1.6 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.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 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.

2. FEES AND PAYMENT

- 2.1 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 prior to delivery of the Services or 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 overdue 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.
- 2.2 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.
- 2.3 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 will try and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 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.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 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 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 rights.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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 expenses.

3. INTELLECTUAL PROPERTY RIGHTS

- 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.
- 3.2 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.
- 3.3 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.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all proprietary 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.
- 3.5 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 Timezone, SATRASUMM and SATRA Visionstitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which 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 Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.6 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) 2016/679. 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, accidental loss, destruction or damage to such data).

4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 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.
- 4.2 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 already 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 relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

5. LIABILITY AND INDEMNIFICATION

- 5.1 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 clause 5.2, neither SATRA nor 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, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
 - (a) death or personal injury caused by its negligence or the negligence of its employees or agents;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by Section 12 of the Sale of Goods Act 1979;
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any other liability which cannot be limited or excluded by applicable law.
- 5.3 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 damage to goodwill or any indirect or consequential loss.
- 5.4 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 sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

6. MISCELLANEOUS

- 6.1 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 thereby.
- 6.2 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.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 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.
- 6.5 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.
- 6.6 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.

7. CONFIDENTIALITY

- 7.1 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.
 - 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
 - 7.3 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.
 - 7.4 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.
 - 7.5 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.

8. AMENDMENT

- 8.1 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

- 9.1 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.
- 9.2 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 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.
- 9.3 Should the mediation 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, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Costs Rules of the 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.

Qube Medical Products Sdn. Bhd.

SATRA Reference: CHM0298827/2023/EN/C

Date: 11th August 2020

(Page 4 of 5)

Signed:



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

- 9.4 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.
- 10.2 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. While SATRA will make every effort to fulfil them, 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.
- 10.3 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.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's 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.
- 10.6 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 then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer 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, 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.
- 10.7 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.
- 10.8 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 complied with.
- 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.
- 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 agreed.
- 11.2 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.
- 11.3 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.
- 11.4 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 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 liable for any delay in delivery of Goods.
- 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.
- 12.3 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 Client can provide conclusive evidence to the contrary.
- 12.4 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.
- 12.5 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.
- 12.6 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, licences 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).
- 13. RISK/TITLE OF GOODS**
- 13.1 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 Incoterms 2010 (or any subsequent revision thereof) in which case risk will transfer to the Client in accordance with the Incoterms 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:
- a) 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
- b) 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.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when:
- a) 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
- b) 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.
- 13.4 Until ownership of Goods has passed to the Client, the Client shall:
- a) hold the Goods as SATRA's bailee;
- b) 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 third party);
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- d) 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.
- 13.5 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.
- 13.6 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:
- a) the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- 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
- c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.
- 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.
- 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.
- 14. PATENTS**
- 14.1 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 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 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 shall be free from defects in design, material and workmanship.
- 16. DEFECTIVE GOODS**
- 16.1 Subject to clauses 16.6 and 16.7 if:
- a) 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
- b) SATRA is given a reasonable opportunity of examining such Goods; and
- c) 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.
- 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.
- 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.
- 16.5 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 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 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:
- a) 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
- b) 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
- c) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- d) 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;
- 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:
- a) 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 thereby become liable;
- b) 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.
- 16.8 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