

1. Standard clauses

1.1 Scope

1. The following Standard Terms and Conditions will apply to the performance of the service:
 - a. If TESTEX (Beijing) Textile Certification Co., Ltd. Or TESTEX (Shanghai) Textile Certification Co., Ltd. (hereinafter collectively referred to as "TESTEX") are to provide services, then TESTEX's Standard Terms and Conditions shall apply; or
 - b. If the affiliated company of TESTEX provides services, the Standard Terms and Conditions of the affiliated company shall apply.
2. In addition, if it is an OEKO-TEX® certification project, the Terms of Use of OEKO-TEX® Service GmbH, Zurich will apply to the services of TESTEX or its affiliated companies. See <https://www.oeko-tex.com/en/terms-of-use> for details of the Terms of Use.
3. Other standard terms and conditions, including the customer's, are not applicable, even if TESTEX does not explicitly refuse it after receiving it.

1.2 Signing of the contract

After the customer fills in the formal application form and submits samples (if necessary), TESTEX will confirm the quotation and sign a formal written certification service contract (hereinafter referred to as the "certification contract") after both parties reach an agreement through consultation, the certification contract shall replace any oral or written agreement, agreement, condition or commitment reached by both parties before the contract is signed.

1.3 Basis and priority of the contract

In addition to the Standard Terms and Conditions, the legal relationship between TESTEX and the customer is also bound by the certification contract, supplementary agreement (if any) signed by both parties and the certification rules applicable to the certification project.

The following documents supplement and explain each other. In case of ambiguity or inconsistency, the order of precedence shall prevail:

1. Supplementary Agreement of Certification Contract;
2. Written Certification Contract;
3. This Standard Terms and Conditions;
4. Certification Rules Applicable to Certification Projects;
5. Terms of Use of OEKO-TEX® Service GmbH, Zurich.

2. The scope of services

2.1 Participation of third parties

The customer agrees that part of the inspection and testing work in the certification project will be carried out by a third party (hereinafter referred to as the "third-party organisation") independently entrusted by TESTEX, and TESTEX is only responsible for the careful selection, guidance and supervision of the third-party organisation. If there are a number of third-party organisations that provide inspection and testing services for this project and each charge its own fees, the customer has the right to choose the specific organisations that provide services within the scope of the organisations designated by TESTEX; Matters related to the completion of inspection and testing work and the issuance of inspection and testing report by the third party organisation shall be handled by the customer and the third party themselves, and TESTEX shall not assume any responsibility for the work of the third party organisation; The customer unconditionally agrees and recognises the testing and auditing methods and results of TESTEX and third-party organisations.

2.2 Testing methods

TESTEX and third-party organisations shall conduct testing according to the standard methods recognised by the certificate issuer. In the absence of such methods, TESTEX and third-party organisations will develop

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and apply new methods. TESTEX and customers can also jointly develop new methods according to specific conditions.

2.3 Independency

TESTEX will work independently, consistently and scientifically, to carry out certification activities independently, and make judgments based on collected objective evidence without undue interference from customers. TESTEX has no obligation to ensure customers pass the certification or ensure that the certification continues to be effective; TESTEX will not be responsible for the customer's own losses caused by the customer's failure to pass the certification, or by the suspension and cancellation of the certification due to its own reasons, and the customer should still pay the fees as agreed in the certification contract.

2.4 Reports and detailed information

At the request of the customer, TESTEX shall provide the customer with all the information required by the existing certification or standards or agreed with the customer, unless such information has already been included in the provided report. The statutory information obligation has been mentioned and disclosed in the report.

2.5 Delivery of report

The processing time of the report depends on the type and scope of testing or inspection. TESTEX shall do its best to process the report as soon as possible. If the testing or inspection is carried out upon an advance payment, TESTEX will not begin work until the full payment is received. Any agreed delivery date is not binding; Especially in the case of staff shortage or equipment failure, TESTEX will not be able to meet the delivery deadline.

2.6 Warranty

TESTEX guarantees that it will perform its services in accordance with recognised technical rules, but it will not make any further guarantees.

2.7 Storing samples and test results

TESTEX can dispose of the samples and test results after six months. If the customer requests to return it in writing when signing the certification contract, TESTEX shall return it to the customer, but the expenses incurred due to the return shall be borne by the customer.

3. Expenses and invoices

3.1. Remuneration

TESTEX will issue a payment notice to the customer according to the agreement in the certification contract and the specific conditions of the certification project. The customer shall, within 30 working days after each receipt of the payment notice, pay the expenses in one lump sum to the account designated by TESTEX as specified in the payment notice, and such expenses shall not be deducted, offset or retained under any circumstances. If both parties have agreed to collect the remuneration according to the time and materials, then the fee shall be charged in units of 15 minutes.

The customer shall pay in the currency stated in the payment notice, and the customer may pay in a currency other than the currency specified in the payment notice only with the prior written consent of TESTEX and the exchange rate determined.

3.2. Taxation

Unless otherwise stated, all prices are tax inclusive.

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3.3. Expenditure and customs duties

All fees and charges arising from certification service activities, such as delivery, import, export, authorisation and certification, shall be borne by customers. Unless otherwise agreed, transportation, accommodation and other travel expenses shall be paid separately by the customer.

3.4. Invoice

The customer shall provide TESTEX with the information needed for correct invoicing, and the responsibility caused by the incorrect information provided by the customer shall be borne by the customer. TESTEX will issue formal invoices to customers in stages according to the completion of each stage of work.

3.5. Special instructions

1. The customer agrees that part of the inspection and testing work may be carried out by a third-party organisation. If the third-party organisation charges fees by itself, TESTEX will inform the customer when signing the certification contract, and the customer will pay the relevant fees and complete the testing according to the charging standard of the third-party organisation.
2. If the customer fails to pass the certification and obtain the certificate due to its own reasons, the fees for the completed work of TESTEX (including third-party institutions) will not be refunded.
3. If the customer is suspended, cancelled or revoked due to its own reasons after obtaining the certificate, the expenses incurred by TESTEX (including third-party institutions) will not be refunded.

4. Modification or termination of the contract

1. The certification contract can only be supplemented or modified after both parties reach an agreement through consultation and sign a written supplementary agreement, and the supplementary agreement has the same effect as the certification contract. Notwithstanding the above provisions, TESTEX has the right to amend the Standard Terms and Conditions according to Article 11 (2).
2. After the certification contract is terminated according to laws and regulations or agreed by both parties, the customer is obliged to repay the fees and costs incurred by TESTEX before receiving the notice of termination in the agreed amount. In the absence of agreement, the fees and costs shall be reimbursed according to the standard rate of TESTEX.

5. Intellectual property rights

TESTEX will retain all the rights of the proprietary technology, methods, work results and documents it provides to customers, especially any intellectual property rights such as patents, designs, copyrights, trademarks or company name rights. Unless expressly stipulated in the contract terms, the customer has no right to use or transfer any rights of TESTEX. All rights of proprietary technology and test methods jointly developed with customers are the exclusive property of TESTEX. To the extent necessary for this purpose, these rights shall be deemed to have been transferred from the customer to TESTEX on the date of creation.

6. Confidentiality

1. Both TESTEX and the customer are obliged to treat any non-public information, data and test results received or obtained from the other party as confidential, and shall not make such information known to a third party in any way or use such information for purposes other than the certification contract without the permission of the other party.
2. The customer agrees that TESTEX may disclose the aforementioned information without the customer's permission within the scope required for providing services under the following circumstances: (i) Disclosure to a third-party organisation or to a private or public organisation responsible for issuing or holding certificates; (ii) Has obtained the written consent of the customer in advance; (iii) Information that was legally known by the third party before TESTEX

disclosed the confidential information to the third party; (iv) Relevant information that is known to the public before the certification contract comes into effect, or that is known to the public after the certification contract comes into effect, but not due to the reasons attributable to TESTEX; (v) Relevant information obtained by TESTEX from a third party that has the right to transfer or disclose such information according to law and is not obligated to keep confidential to customers; (vi) TESTEX has written records to prove that it is information independently developed by TESTEX without using confidential information, or information that TESTEX has legally mastered before knowing and understanding the information from customers; (vii) It is required to be disclosed according to laws, regulations or requirements of administrative organs and judicial organs.

3. The confidentiality obligation mentioned in this article has a lasting validity, and shall not be invalid due to the dissolution or termination of the contractual relationship between the two parties until the date when the aforementioned information is legally disclosed to the public.

7. Data protection

Both parties undertake to comply with applicable data protection regulations and treat personal data received from the other party as confidential. The customer agrees and takes all measures to enable TESTEX to process the customer's data for the purpose of properly performing the contract.

8. Force Majeure

1. If either party is unable to perform its obligations under the certification contract or the Standard Terms and Conditions in whole or in part due to force majeure, it has the right to suspend the performance of its affected obligations. This party shall notify the other party in writing within 15 days after the force majeure event, and describe in detail the occurrence and possible consequences of the force majeure event, including the date when the force majeure event occurred, the expected stop time and the impact on this party's performance of its obligations, and provide the written certificate of the relevant authority on the force majeure event in time.
2. "Force Majeure Event" is an objective event that cannot be foreseen, overcome and avoided by the party suffering from the event, including earthquake, volcanic eruption, tsunami, typhoon, fire, war, natural disaster, state act, strike and riot.
3. If the event of force majeure lasts for more than 60 days, and the objective of cooperation between the two parties cannot be achieved, either party has the right to notify the other party in writing to terminate or dissolve the certification contract signed by both parties. If the force majeure event is removed or disappears within the aforesaid time limit, both parties shall continue to fulfil the contract.

9. Liability

This Standard Terms and Conditions stipulates the customer's final right to claim compensation for contract breach. TESTEX is only responsible for the direct damage caused by intentional or gross negligence in the process of certification inspection and issuance of certification certificate, and is not responsible for all legal consequences caused by improper use of certification certificate or other business practices by customers. According to Article 2 (1) of the Standard Terms and Conditions, the responsibilities of auxiliary personnel and third-party institutions are excluded. If the customer's claim is based on the certification contract, the total amount of such claim will be limited to the remuneration paid by the customer to TESTEX. In any case, the customer is not entitled to compensation for indirect losses, such as production loss, use loss, order loss, profit loss caused by recall cost or other indirect losses. TESTEX will not be liable for the claims made by third parties against customers for infringement of intellectual property rights.

10. Notice and Delivery

1. Due to the need of cooperation, the exchange of documents between the two parties and the notices and requirements related to certification services issued by one party to the other party (hereinafter referred to as the "notice") must be in written form, and can be delivered by letter, e-mail or face-to-face delivery. If the above methods cannot be served, the way of public announcement can be adopted.
2. The delivery time of various communication methods shall be determined in the following ways: 1. Any notice presented in person shall be deemed to have been delivered when the notified person signs for it, and it shall not be deemed to have been effectively delivered if the notified person fails to sign for it; 2. Any notice sent by mail shall be sent by registered mail or express delivery, and it shall be deemed to have been delivered to the notified person 72 hours after it is issued. No matter whether it is signed by the responsible or by others, it shall be deemed that it has the authority to sign on behalf of it (postponed upon legal holidays); 3. Any notice by e-mail shall be deemed to have been delivered to the notified party when the e-mail enters the notified party's system.
3. Any party shall notify the other party in writing within 7 working days after the change of the mailing address or mailing number on the first page of the certification contract, otherwise, the notice of the other party on its original communication mode shall be regarded as effective.

11. Miscellaneous

1. Even if any provision of these Standard Terms and Conditions is proved to be invalid or unenforceable in whole or in part, the validity of the remaining provisions of these Standard Terms and Conditions will not be affected.
2. TESTEX reserves the right to modify the Standard Terms and Conditions at any time.
3. The legal relationship between the two parties is subject to the laws and regulations of People's Republic of China (PRC) mainland, but excluding the United Nations Convention on Contracts for the International Sale of Goods and conflict of laws rules. The titles of the certification contract and the Standard Terms and Conditions are only for convenience of reading and use, and do not constitute an integral part of the document, nor are they used for interpretation.