

- 4.1 Subject to the remaining sub-conditions of this condition 4, the Company warrants that it will complete the Services in a satisfactory and workmanlike manner, consistent with industry standards. The Customer expressly acknowledges and agrees that the Company gives no warranty that any result or objective can be achieved through the Services and that, where results are based on smaller scale tests and theoretical studies, results may require careful validation in order to be extrapolated to a production scale.
- 4.2 The Company will use its reasonable endeavours to complete Services and provide written information, results, technical reports, certificates, test or inspection records, drawings, recommendations, advice or the like in respect of the Services (the "**Report**") or certificate thereon to the Customer by any date reasonably requested in writing by the Customer, but the Company shall not be liable to the Customer for: (i)

HK\$50,000 OR (ii) THE CONSIDERATION FOR THE SERVICES PAYABLE EACH YEAR UNDER THE CONTRACT THAT ARE SUBJECT TO THE CLAIM. Save in the case of fraud or fraudulent concealment by the Company, the Company shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:

- 8.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and
 - 8.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been defective or to which Customer's claim otherwise relates.
- 8.5 Without prejudice to the generality of sub-condition 8.4, the Company shall have no liability whatsoever to the Customer (whether in contract, tort (including without limitation negligence or breach of statutory duty), or otherwise) arising out of or in connection with any Cladding Claim, save as may be explicitly agreed in writing between the Company and the Customer. Any such agreement in writing shall, save where it explicitly provides otherwise, be taken (a) to be subject to any other provisions which operate to exclude or limit the Company's liability, including without limitation sub-conditions 8.3 and 8.4 above, and (b) to exclude, if and to the extent not excluded in any event, any liability other than for the direct costs, incurred as a direct result of a negligent act or omission of the Company from which such Cladding Claim arises, of rectifying works. For the purposes of this sub-condition 8.5, "Cladding Claim" means any claim related to any external wall system (including without limitation (i) any aluminium composite material cladding and (ii) any external wall system designed or used for any of the same or similar purposes as such cladding) or any product or material used or intended for use in or in connection with any such system (including without limitation any associated core, filler, insulation, or cavity barrier).
- 8.6 Except where the Services are provided to a person who "deals as a consumer" (within the meaning of the Control of Exemption Clauses Ordinance (Cap.71)), all warranties, conditions or other terms express or implied, statutory, customary or otherwise are excluded to the fullest extent permitted by law.
- 8.7 The Customer acknowledges that the above provisions of this condition 8 are reasonable and reflected in the price which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly.
- 8.8 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all losses which the Company may suffer or incur arising out of or as a result of:
- 8.8.1 breach of any law by the Customer in connection with the performance of the Services;
 - 8.8.2 any claim threatened or made against the Company by any third party arising out of the Services or out of any delay in performing or failure to perform the Services (even if such claim is solely or partly attributable to the fault or negligence of the Company) to the extent such claim is in excess of the Consideration paid for the Services under the Contract that are subject to the claim; or
 - 8.8.3 any claims arising as a result of any misuse or unauthorized use of any Reports issued by the Company or any Intellectual Property Rights belonging to the Company (including trade marks) pursuant to this Contract.
- Notwithstanding any other provision of these Terms and Conditions, the Customer's liability under this indemnity shall be unlimited.
- 8.9 The Company's liability for breach of contract, tort (including claims for negligence or breach of statutory duty) or otherwise in connection with the performance of the Contract shall be limited to such amount as would be just and equitable for the Company to pay having regard to

lighting etc.) relevant to any Customer supplied premises; and (iv) provide the Company with any permits required for the performance of the Service.

12. Court and Other Proceedings

12.1 In the event that the Customer requires the Company to present the results or findings of Services carried out by the Company in witness statements, court hearings or other legal proceedings, the Customer shall pay to the Company such costs and fees for such presentations and the preparation thereof as the Company may charge to customers generally from time to time for such services and the Customer shall be liable for such costs in addition to the Consideration.

provision of the Services, in which case such additional Personal Data shall be specifically identified in advance by the Customer and agreed to in writing by the Company.

20.3 Where Personal Data is Processed by a party under or in connection with the Contract, that party, as Data Processor, shall:

20.3.1 not Process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than as required to meet the other party's (as Data Controller) lawful, documented and reasonable instructions (which shall unless otherwise agreed be to Process Personal Data as necessary to provide the Services pursuant

or revoked, the Company shall notify the Customer thereof in writing as soon as reasonably practicable, and the Company shall be entitled to a corresponding extension of the time for provision of the Services, and, in case any necessary Export Control Licence is denied or revoked, terminate the Contract, wholly or partly, without liability in relation to the Customer.

- 23.4 Should the Services or any product of the Company be subject to any Export Control Licences or any other Hong Kong or foreign governmental or court restrictions, the Customer undertakes to conform to and apply the from time to time valid terms of such Export Control Licences or restrictions.

24. Anti-Corruption

- 24.1 The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Bribery Ordinance (Cap.201), the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act of 1977 ("**Anti-Corruption Laws**") and that it shall not do, nor omit to do, any act that will lead to the Company being in breach of any of the Anti-Corruption Laws. The Customer shall:

- 24.1.1 comply with the Company's anti-corruption policies as may be notified by the Company to the Customer and updated from time to time ("**Relevant Policies**");
- 24.1.2 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract;
- 24.1.3 promptly notify the Company (in writing) if a public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no public officials as direct or indirect owners, officers or employees at the date of this Contract);

25. Notices

All notices to be served by one party on the other must be in English and writing, and shall be deemed duly delivered or served at the time of service if delivered personally and forty eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other party.

26. No Waiver

No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

27. Governing Law

- 27.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed under the laws of Hong Kong.
- 27.2 Each party irrevocably agrees that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

28. Language

This English language version of these Terms and Conditions shall be the original, governing instrument and understanding of the parties. If these Terms and Conditions are translated into another language, the English text shall prevail.