

SATRA
EN 374-2:2014



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Customer details: Dong Tai City Huayi Gloves Co., Ltd
No. 36 Nan Zhuang Road
East New District
Dongtai City
Jiangsu Province
China
224249

SATRA reference: CHT0283037 /1913/SPC

Your reference:

Date of report: 21 May 2019

Samples received: 27 March 2019

Date(s) work carried out: 13-15 May 2019

TECHNICAL REPORT

Subject: Gloves described as Five finger disposable Powder free nitrile gloves, Ref as HY-1901.
For testing in accordance to EN 374-2: 2014 clause 7.2 and clause 7.3 water leak

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 It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.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: Debbie Reed
Position: PPE Technologist
Department: Safety Products Testing

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TECHNICAL REPORT



Work Requested

Samples of gloves, see Table 1, were received by SATRA, For testing in accordance to EN 420:2003+A1:2009. Protective gloves. General requirements and test methods, Clauses 5.1 sizing and 5.2 dexterity, and EN 374-2:2014. Protective gloves against dangerous chemicals and microorganisms. Determination of resistance to penetration.

Table 1 – Samples Received

Sample description as stated by the client	Sizes submitted for testing	Colour of samples submitted	Approximate weight of one glove
HY-1901	Black, white and blue	6-11	Size: 6 Weight: 4.1g



Conclusion

Standard	Clause / Property	Result
EN 374-2:2014	7.2 Air Leak Test	Pass
	7.3 Water Leak Test	Pass

Dong Tai City Huayi Gloves Co., Ltd
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Testing

Samples for testing 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 374-2: 2014

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

Test Results

Table 3 - EN 374-2:2014 Test results for gloves identified as HY-1901

Clause / Test	Test Results	UoM	Result
7.2 Air leak test	Total air pressure used:	2.40 kPa	± 2.8 mmH ₂ O Pass
	Sample size	Leaks	
	6	No leaks detected	
	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
	6	No leaks detected	
	7	No leaks detected	
	8	No leaks detected	
	9	No leaks detected	
	10	No leaks detected	
	11	No leaks detected	

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TECHNICAL REPORT



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

1. GENERAL

- 1.1 Work done, Service undertaken or sale of Goods are subject to the terms and conditions detailed below and subject to clause 5.2 if 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 of said persons individually as a Party, or jointly as Parties.
- 1.3 These terms and conditions shall 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 used 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 a 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 issued 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 addressed to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred in and for 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 for the Goods or Services or as stated by any calculation which is given with the price for the sale of Goods. Invoicing, packing cases and materials but not carriage or installation will be quoted separately and agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 60 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 reorganisation 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 monies so 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 all thinking and any other fees and all airport 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 may arise 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 action shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unless otherwise agreed 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 affect a 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 produced 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. Wherever the results of SATRA Testing, SATRA Analysis and SATRA Assessment, provided that the Client is a member of SATRA, and has paid its annual Subscription fee from the Client shall be entitled to use the software for internal use only and shall 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 to be supported. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Subscription fee. Minor upgrades are not included within this entitlement to upgrade but may be offered by SATRA from time to time or as a special offer.
- 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 1998. To the extent that SATRA processes or generates or 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). In any such circumstances where 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 failing to comply with its obligations under the Contract.
- 4.3 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). In any such circumstances where 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 failing to comply with its obligations under the Contract.

5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and samples submitted to SATRA by the Client, or confirmed by the Client and approved and signed for the benefit of the Client who is responsible for acting as a reasonable 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 partial 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, shall be limited to the total amount of fees for the Services or the price of the Goods (including any value added tax or other sales tax or services) 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 impacted 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 cause any other to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate names 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 and shall be held in strict confidence unless a Client's purchase order overrides SATRA's extension of its confidentiality obligations.
- 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 to do so for the benefit of SATRA's holding company (not SATRA), and being a company limited by guarantee and incorporated in England and Wales with company number 00534163, 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 owe the attention of the third party to these terms of business, and the basis on which SATRA undertakes such work, reporting and advising. The Client shall indemnify SATRA for any liability 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 final bill, 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 disseminate, remove or cause any copy of any form of analysis, conclusions or materials submitted by SATRA for the purpose of reverse engineering or obtaining information on the composition, content or composition of the fees 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 the dispute.
- 9.2 Failure to resolve any dispute by discussion 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 meeting, by either of them, of a written notice to occur in such appointment. If both 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, or final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitral panel shall be governed by both the Arbitration Act 1996 and the Contract Dispute Rules of the

Dong Tai City Huayuan Gloves Co., Ltd
SATRA Reference: CHT0283037 /1913/SPC
Date: 21 May 2019

Signed:

SATRA
EN 374-4:2013



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Customer details: Dong Tai City Huayi Gloves Co., Ltd
No. 36 NanZhuang Road
East New District
Dongtai City
Jiangsu Province
China
224249

SATRA reference: CHT0285338/192 1JH/
B

Your reference:

Date of report: 10th June 2019

Samples received: 20th May 2019

Date(s) work carried out: 29th to 30th May 2019

TECHNICAL REPORT

Subject: EN 374-4:2013 determination of resistance to degradation by chemicals on gloves described as HY-1901 Five finger disposable Powder free nitril gloves

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: Jade Hurley
Position: Technologist
Department: Chemical & Analytical Technology

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EN 374-4:2013



TECHNICAL REPORT



WORK REQUESTED:

Samples of gloves described as HY-1901 Five finger disposable Powder free nitril gloves were received on the 20th May 2019 for testing in accordance with EN 374-4:2013.

Specimens from the black, blue and white gloves were included in the test.

SAMPLE SUBMITTED:



Sample described as HY-1901 Five finger disposable Powder free nitril gloves [Black].

Sample described as HY-1901 Five finger disposable Powder free nitril gloves [Blue].

Sample described as HY-1901 Five finger disposable Powder free nitril gloves [White].

CONCLUSION:

When assessed in accordance with EN 374-4:2013 the samples of gloves described as Sample described as HY-1901 Five finger disposable Powder free nitril gloves achieved the following degradation results:

Chemical	Mean degradation / %
Methanol (CAS: 67-56-1)	71.3

TESTING REQUIRED:

- EN 374-4:2013. Protective gloves against chemicals and micro-organisms. Part 4: Determination of resistance to degradation by chemicals.

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0285338/1921/JH/B
Date: 10th June 2019

Signed:

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TECHNICAL REPORT



RESULTS:

Sample description:	HY-1901 Five finger disposable Powder free nitril gloves		
Challenge chemical:	Methanol (CAS: 67-56-1)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	77.5	61.9	74.5
Mean degradation (DR) / %:	71.3		
Standard deviation (σ_{DR}) / %:	8.3		
UoM / ± %:	10.5		
Appearance of samples after testing:	Swollen		

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0285338/1921/JH/B
Date: 10th June 2019

Signed:



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TECHNICAL REPORT



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

1. GENERAL

- 1.1 Work done, Services undertaken... 1.2 SATRA Technology Centre Limited... 1.3 These terms and conditions... 1.4 Unless otherwise agreed... 1.5 All references... 1.6 All drawings... 1.7 Where SATRA and the Client agree...

2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services... 2.2 Where the provision of Services... 2.3 SATRA reserves the right to charge for any... 2.4 Unless otherwise agreed... 2.5 Quotations are valid... 2.6 Should the Client become insolvent... 2.7 All invoices issued by SATRA... 2.8 The Client shall not be entitled... 2.9 SATRA reserves the right to bring action... 2.10 Where unauthorised use as a result of provision...

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 Intellectual property rights... 3.2 In the event of certification services... 3.3 All intellectual property rights... 3.4 The Client agrees and acknowledges... 3.5 All intellectual property rights... 3.6 SATRA shall observe all statutory provisions...

4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client... 4.2 SATRA shall not be liable for any delay... 4.3 SATRA shall not be liable for any delay... 4.4 SATRA shall not be liable for any delay...

5. LIABILITY AND INDEMNIFICATION

- 5.1 Repetitive litigation... 5.2 Nothing in these terms... 5.3 Subject to clause 5.2 SATRA shall not be liable... 5.4 Subject to clause 5.2 SATRA's total aggregate liability...

6. MISCELLANEOUS

- 6.1 If any one or more provisions... 6.2 During the course of providing... 6.3 The use of SATRA's corporate... 6.4 All reports and documentation... 6.5 The Client acknowledges... 6.6 All provisions of the Contract...

7. CONFIDENTIALITY

- 7.1 Unless specifically excluded... 7.2 Deliverables referred to in clause 7.1... 7.3 Where SATRA has given consent... 7.4 The service deliverables... 7.5 The Client shall not disseminate...

8. AMENDMENT

- 8.1 No amendment to this Contract...

9. DISPUTE RESOLUTION

- 9.1 If there should be a dispute... 9.2 Failure to resolve any dispute... 9.3 Should the mediation fail...

Dong Tai City Huayui Gloves Co., Ltd SATRA Reference: CHT0285338/1921JH/B Date: 10th June 2019

Signed: [Signature]

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TECHNICAL REPORT



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

- 1. Chartered Institute of Arbitrators (2000 Edition), or any amendments thereto, 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 clause 9.1, 9.2 and 9.3 any dispute arising out of or in connection with the Contract shall be referred to the courts of England and Wales. However, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court worldwide.
- 16. 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 and its processes.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a deposit (unless otherwise agreed) and samples to enable SATRA to proceed. While SATRA will make every effort to fulfil orders, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be taken for the absence 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 enable the Service.
- 10.5 Where the Client requests SATRA to assist in testing of their own or being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the test 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 operation 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 first report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.
 - When the nature of the samples or the Services undertaken results in a specific 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.
 - When practical and agreed in advance, samples may be returned at the Clients expense. However, samples are treated as non-hazardous unless otherwise stated and SATRA cannot guarantee that samples will be returned in an "as new" condition.
- 10.7 Where SATRA receives documents evidencing 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 authorises SATRA by providing their orders, either by fax or the plain of the Client or any third party, to release 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 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 special 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 delivered 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 completion of Goods as accepted 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 (except) 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 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/or all expenses incurred, including loss of or damage to 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 in time 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 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. RESALE 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 resale of the Goods will be governed by Incoterms 2010 for any subsequent resale (where 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 any responsibility for loss or damage to materials.
- 14. In the case of loss or theft of any of the Goods in the United Kingdom SATRA is entitled by the Client within 10 days of the invoice date of non-delivery of Goods, and within 3 days of the invoice date of receipt of Goods damaged in transit, or
 - 14.1 In all other cases the Client notifies SATRA on the non-arrival or damage to material within a reasonable period of time as determined by SATRA.
 - 14.2 Title to the Goods shall not pass to the Client until the receipt of which -
 - 14.3 SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has applied to the Client in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 14.4 the Client receives the Goods, in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the Goods are received by the Client.
 - 14.5 Until ownership of Goods has passed to the Client, the Client shall:
 - 14.6 hold the Goods as SATRA's bailee;
 - 14.7 store the Goods (in no case 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);
 - 14.8 notobtain, or obtain or release any identifying mark or packaging on or relating to the Goods; and
 - 14.9 maintain the Goods in safe storage condition and keep them stored on SATRA's behalf for their full value against all risks to the reasonable satisfaction of SATRA. The Client shall obtain an endorsement of SATRA's Insurers in relation to the Goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall provide the policy of insurance.
 - 14.10 The Client may re-sell 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.
 - 14.11 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 14.8 then without prejudice to any other right or remedy SATRA may have:
 - 14.12 the Client's right to re-sell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 14.13 SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or immediately incorporated into another production;
 - 14.14 if the Client fails to do so promptly SATRA may exercise its rights under clause 13.2.
 - 14.15 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.
 - 14.16 On termination of this Contract, however caused, SATRA's (but not the Client's) rights contained in this clause 14 shall remain in effect.
 - 15. PATENTS
 - 15.1 SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of any article or material supplied to the Client. If its use is responsible 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 this refund to SATRA is free of charge. The Client warrants that any design or invention furnished or given to the Client shall not be such as to cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.
 - 16. WARRANTIES OF GOODS
 - 16.1 SATRA warrants that on delivery for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter) each of the Goods shall be free from defects in design, material and workmanship.
 - 17. DEFECTIVE GOODS
 - 17.1 Subject to clauses 16.1 and 16.7 E:
 - 17.2 the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 16.1 that the Goods do not comply with their warranty in that clause; and
 - 17.3 SATRA agrees to a reasonable opportunity of examining such Goods; and
 - 17.4 the Client if so elected to do so by SATRA returns such Goods to SATRA, if a place of business other than SATRA is, 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.
 - 17.5 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.
 - 17.6 If Goods are found to be faulty, defective or damaged the Client must return SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
 - 17.7 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.
 - 17.8 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. 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 clause 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
 - 17.9 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:
 - 17.10 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 of an auxiliary equipment not approved in writing by SATRA, or a failure of professional maintenance carried out by the Client or authorised or carries out any repair or replacement of any Goods without first offering SATRA a reasonable opportunity to replace or repair them; or
 - 17.11 the Client has breached any other terms of the Contract under which the Goods were supplied; or
 - 17.12 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;
 - 17.13 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 access from the manufacturer or supplier thereof provided that:
 - 17.14 SATRA shall not be obliged to take any step to attempt to obtain such access except at the request and expense of the Client and upon provision by the Client of a full indemnity to SATRA to cover all SATRA may reasonably be required to pay in respect of such access; and
 - 17.15 nothing in this clause 17.7 shall have effect as to impose upon SATRA any additional liability or obligation other than those referred to in condition 16.1.
 - 17.16 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 their warranty in clause 16.1.

Terms and conditions - December 2016

Dong Tai City Huayuan Gloves Co., Ltd
SATRA Reference: CHT0285338/1921/JH/B
Date: 10th June 2019

Signed:

SATRA
EN 374-4:2013



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Customer details: Dong Tai City Huayi Gloves Co., Ltd
No. 36 Nan Zhuang Road
East New District
Dongtai City
Jiangsu Province
China
224249

SATRA reference: CHT0283037/1913LH/
B

Your reference:

Date of report: 1st May 2019

Samples received: 4th April 2019

Date(s) work carried out: 4th to 9th April 2019

TECHNICAL REPORT

Subject: EN 374-4:2013 determination of resistance to degradation by chemicals on gloves described as HY-1901.

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: Lorna Harding
Position: Technologist
Department: Chemical & Analytical Technology

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SATRA Technology Centre Ltd (a subsidiary of SATRA). Registered in England No. 3858296 at the above address.

SATRA
EN 374-4:2013



TECHNICAL REPORT



WORK REQUESTED:

Samples of gloves described as HY-1901 were received on 4th April 2019, for testing in accordance with EN 374-4:2013.

SAMPLE SUBMITTED:



Samples described as HY-1901- Blue



Samples described as HY-1901- Black



Samples described as HY-1901- White

CONCLUSION:

When assessed in accordance with EN 374-4:2013 the samples of gloves described as HY-1901 achieved the following degradation results:

Chemical	Mean degradation / %
40% Sodium hydroxide (CAS: 1310-73-2)	2.6
30% Hydrogen peroxide (CAS: 7722-84-1)	14.3
Ethyl acetate (CAS: 141-78-6)	76.4

Full results are reported in the following tables.

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0283037/1913/LH/B
Date: 1st May 2019

Signed:

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SATRA
EN 374-4:2013



TECHNICAL REPORT



TESTING REQUIRED:

- EN 374-4:2013. Protective gloves against chemicals and micro-organisms. Part 4: Determination of resistance to degradation by chemicals.

RESULTS:

Sample description:	HY-1901- White		
Challenge chemical:	40% Sodium hydroxide (CAS: 1310-73-2)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	-5.5	7.9	5.4
Mean degradation (DR) / %:	2.6		
Standard deviation (σ_{DR}) / %:	7.1		
UoM / ± %:	5.6		
Appearance of samples after testing:	No change		

Sample description:	HY-1901- Blue		
Challenge chemical:	30% Hydrogen peroxide (CAS: 7722-84-1)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	9.4	15.4	18.0
Mean degradation (DR) / %:	14.3		
Standard deviation (σ_{DR}) / %:	4.4		
UoM / ± %:	5.5		
Appearance of samples after testing:	Swollen		

Sample description:	HY-1901- Black		
Challenge chemical:	Ethyl acetate (CAS: 141-78-6)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	75.7	77.3	76.3
Mean degradation (DR) / %:	76.4		
Standard deviation (σ_{DR}) / %:	0.8		
UoM / ± %:	11.1		
Appearance of samples after testing:	Swollen, softened and discoloured		

NOTE: Where the test specimens gave an increased puncture force after chemical exposure, the result is reported as a negative degradation.

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0283037/1 913/LH/B
Date: 1st May 2019

Signed:



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SATRA
EN 374-4:2013



TECHNICAL REPORT



Q248

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

1. GENERAL

- 1.1 Work done, Services undertaken or sale of Goods are subject to the terms, indications detailed below and subject to clause 5.9 at 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 or supply Goods to persons, companies (public 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 the "Contract" is the contract between SATRA and the Client for the supply of Goods or Services which is made subject to these terms and conditions and "Services" are the work or services to be supplied or performed under the Contract (including where relevant the supply of software, components and consumables) and "Goods" are the equipment, consumables or other physical items sold under the Contract (including documents, manuals or other information required in order to operate the equipment).
- 1.6 All drawings, descriptive matter, specifications and advisory material (including brochures and catalogues) are issued or printed with the advertisement giving an indication of the temperatures 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 edition thereof) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

2. PAGES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of three payment terms (an net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Goods or Services. In the event of the Client failing to make a payment as agreed SATRA shall 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 issued 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 detailed herein 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 refund previous estimates if such payments have been made 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 of SATRA. 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 agreed with the Client.
- 2.5 Customers 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 arrangements for its reconstruction or in connection SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is not cancelled or terminated 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 delay 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 costs. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen circumstances as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserve the right to charge additional costs to cover said costs and expenses.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 Intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall affect transfer of any intellectual property rights to the other Party.
- 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 databases produced 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. Where part of the software is provided by SATRA, SATRA shall retain the right to use the software for its own internal use and will be entitled to receive minor software updates and fixes. SATRA may however terminate the supply of software updates and fixes for discrete versions of software which it no longer continues to support. The Client's right to use the software and receive software updates and fixes will terminate if the Client fails to pay all outstanding fees. Major updates are not included within the entitlement to updates but may be offered by SATRA from time to time at its absolute discretion.
- 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 1998. To the extent SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with the Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorized 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 exchange 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 (not 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 payable 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 already 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 Repetitive inclusion of the Client's approval and advice for the benefit of the Client is the responsibility for any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or omissions on the basis of such findings and reports, nor for any incorrect information 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 the negligence or the negligence of employees or agents;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of tort committed by Section 10 of the Sale of Goods Act 1979;
 - (d) defective products under the Consumer Protection Act 1987;
 - (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 goods for 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 amount of fees for the Services or the price of the Goods (excluding any subcontracted fees or other taxes, fees 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/or 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 systems and documentation which are applied to the Client under the Contract remain the property of SATRA and shall be returned. Under no circumstances will a Client purchase order override SATRA's retention of title in its goods or services.
- 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 (if not for SATRA), and being a company limited by guarantee and incorporated in England and Wales with company number 00184163, and shall accordingly be enforceable by such holding company as well as or instead of 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 delivered as 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 to test, prepare and advise. The Client shall indemnify SATRA for any liability so in.
 - 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 disseminate, remove, pass 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. ASSIGNMENT

8.1 No assignment to this Contract shall be effective unless it is in writing, expressly stated to amend this Contract and signed by a duly authorized 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 the dispute.
- 9.2 Failure to resolve any dispute by discussion between the parties shall, in the first instance, be referred to a mediator for each side. The party shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to occur 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 Contracted Conditions of the

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0283037/19 13/LHVB
Date: 1st May 2019

Signed: [Signature]

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SATRA
EN 374-4:2013



TECHNICAL REPORT



0248

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE 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 unless otherwise specified.
- 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, SATRA shall not be liable for any delay. There will be no liability 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 requested to undertake the Services.
- 10.5 Where the Client requests SATRA to undertake testing of other samples being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the test, and to forward the results or confirm that the sample has been analysed. The Client agrees that unless otherwise agreed SATRA is not responsible for the results on occasions of faulty 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 test report after which time they will be disposed of and SATRA shall have no responsibility for such samples.
- Where the nature of the samples or the Services undertaken results in a possible 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 treated as returned partially or fully destroyed and parts of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.
- 10.7 Where SATRA receives documents relating to engagements between the Client and third parties or documents relating to intellectual property, 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 is providing the Services, neither as the agent of the Client nor any third party or as a subcontractor from any of its obligations.
- 11. CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES
 - 11.1 The Client shall provide sufficient samples, information, test data 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 special equipment and personnel.
 - 11.3 The Client shall inform SATRA in advance of any known hazards, dangerous or other safety matter relating to samples submitted to SATRA or on the site 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 a good not be delivered as 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 to which case the consignment of Goods as accepted 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 (unless caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 16.3. 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 or store any of its expenses incurred, including loss or damage 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 SATRA shall not be liable to deliver 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. RESERVES OF GOODS
 - 13.1 Subject to clause 12.4 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the Goods will be governed by Incoterms 2010 for any subsequent event. In such 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 to retained samples.
 - 13.3 In the case of a fire where the delivery of Goods is delayed into the United Kingdom SATRA is entitled by the Client within 10 days of the incident date of non-receipt of Goods and within 3 days of the incident date of receipt of Goods damaged in transit; or
 - 13.3.1 In the event of the Client's fire, SATRA on the non-receipt of or damage to retained samples on a reasonable period of time as determined by SATRA.
 - 13.3.2 Title to the Goods shall re-possess to the Client until the earlier of either -
 - 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 the Goods shall pass at the time of payment of all such sums; and
 - b) the Client re-possesses the Goods in accordance with clause 13.5 in which case the Goods shall pass to the Client immediately before the time at which the re-possessed by the Client occurs.
 - 13.3.3 Until ownership of Goods has passed to the Client, the Client shall:
 - a) hold the Goods as SATRA's bailee;
 - b) store the Goods (if not 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 equal to the value of the goods as determined by SATRA. The Client shall obtain an endorsement on the TRM insuring the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.
 - 13.4 The Client may re-possess 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.
 - 13.4.1 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 re-possess the Goods or use them in the ordinary course of its business ceases immediately; and
 - b) SATRA may at any time re-possess the Client to deliver up all Goods in its possession that have not been sold or otherwise incorporated into another product and if the Client fails to do so promptly SATRA may exercise its rights under clause 13.3.2.
 - 13.4.2 The Client grants SATRA its agents, independently of any time outlined herein 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.
 - 13.5 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 reason of use of any article or material supplied to the Client. If it is used in violation 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 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 to 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.
 - 15.2 DEFECTIVE GOODS
 - 15.2.1 Subject to clause 16.1 and 16.3 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 as instructed to do so by SATRA) returns such Goods to SATRA's place of business within 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.
 - 15.2.2 The Client must inspect the Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.
 - 15.2.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing (reason as reasonably possible and notify event within 10 working days of the fault, damage or defect being discovered).
 - 15.2.4 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.
 - 15.2.5 SATRA will pay the reasonable costs of cartage, packaging and insurance for any defective Goods which are returned to the Client provided that SATRA is able 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 able to repair or replace the Goods due to the circumstances under clause 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
 - 15.2.6 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, or handling, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their appointed agents, or use with ancillary equipment not approved in writing by SATRA, or defacing or tampering with the product; or
 - b) the Client authorises or carries out any repair or replacement of any Goods without first offering SATRA a reasonable opportunity to inspect 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.
 - 15.2.7 Where the Client parts of Goods are returned and used by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains evidence from the manufacturer or supplier thereof provided that:
 - a) SATRA shall not be obliged to take any step to attempt to obtain such evidence 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 clause or 16.7 shall have effect to impose upon SATRA any additional liability or obligations other than those referred to in clause 16.1.
 - 15.2.8 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 - December 2016

Dong Tai City Huayuan Gloves Co., Ltd
SATRA Reference: CHT0283037/19 13/LHB
Date: 1st May 2019

Signed:

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SATRA
EN 374-5:2016



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No. 36 Nan Zhuang Road
East New District
Donglai City
Jiangsu Province
China
224249

SATRA reference: CHT0283037/1913LH/
C

Your reference:

Date of report: 1st May 2019

Samples received: 4th April 2019

Date(s) work carried out: 15th to 19th April 2019

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 HY-1901

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: Lorna Harding
Position: Technologist
Department: Chemical & Analytical Technology

(Page 1 of 5)

SATRA Technology Centre Ltd (a subsidiary of SATRA). Registered in England No. 3858296 at the above address.

SATRA
EN 374-5:2016



TECHNICAL REPORT

WORK REQUESTED:

Samples of gloves described as HY-1901 were received on the 4th April 2019 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 19RA06276.

SAMPLE SUBMITTED



Samples described as HY-1901- White



Samples described as HY-1901- Blue



Samples described as HY-1901- Black

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 results
1 - White	No penetration	Pass
2 - Blue	No penetration	Pass
3 - Black	No penetration	Pass

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0283037/1913/LH/C
Date: 1st May 2019

Signed:

(Page 2 of 5)

SATRA
EN 374-5:2016



TECHNICAL REPORT

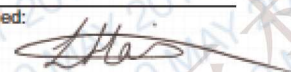
APPENDICES:

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

Standard used	ISO 16604 (2004)
Product standard	EN ISO 374-5 (2016)
Dimension of the test specimens	75mm x 75mm
Number of test specimens	3
Test procedure used	Procedure B
Used bacteriophage	Bacteriophage Phi-X174 (ATCC 13706-B1 LOT CNCM 14812)
Penetration survey method	Plaque-forming units (PFU)
Pre-test bacteriophage titre	3.6×10^8 PFU/ml
Post-test bacteriophage titre	2.5×10^8 PFU/ml

DongTai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0283037/1913/LHC
Date: 1st May 2019

Signed:



(Page 3 of 5)

SATRA EN 374-5:2016



TECHNICAL REPORT

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND/OR THE 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.
- 10.2 Estimates for completion of the Services are made in good faith and data from receipt of a written order, payment of a purchase order or invoice, 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 taken 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 subcontracting 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 installation 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 assume to have any responsibility for such samples.
- Where the nature of the samples or the Services undertaken results in a residual deposit from SATRA reserves the right to pass the cost of such deposit 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 treated as non-returnable unless otherwise agreed in writing. SATRA cannot guarantee that samples will be returned in an 'as new' condition.
- 10.7 Where SATRA receives documents affecting engagements between the Client and third parties or documents belonging to third parties, a photocopy will be made and retained 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 Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client authorises SATRA by providing such services, neither to be the place of the Client or any third party or otherwise 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 required to enable SATRA to carry out the Services in accordance with the methods, standards or other special criteria 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 special equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety risks relating to samples submitted to SATRA or the site visited 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 an expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover or to exceed 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 responsibility of Goods as recorded by SATRA upon receipt 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 non-delivery of Goods (except caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 16.1. 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 or other expenses incurred, including loss of or damage to equipment 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, forms or authorisations then the Goods shall pass to the Client, the Goods under 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. RESALE 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 resale of the Goods will be governed by Incoterms 2010 for any subsequent resale 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 damaged items unless:
 - a) in the case of loss where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date or 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 receives the Goods, in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the goods are by the Client owned.
- 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 (if no contract 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 added to a 3rd party's stock);
 - c) not clean, polish or otherwise alter 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 value against all risks to the maximum satisfaction of SATRA. The Client shall obtain an endorsement 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 sell 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 2.4 then without limiting any other right or remedy SATRA may:
 - a) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - b) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - c) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - d) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - e) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - f) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - g) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - h) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - i) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - j) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - k) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - l) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - m) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - n) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - o) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - p) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - q) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - r) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - s) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - t) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - u) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - v) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - w) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - x) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - y) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
 - z) sue the Client's right to sell the Goods or sue them in the ordinary course of its business; or
- 13.7 The Client grants SATRA, its agents and employees an irrevocable licence 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 any article or material supplied to the Client. If it 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 the Client has not been charged with 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 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.
- 15.2 Subject to clauses 16.9 and 16.7 E
- 15.3 If the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause; and
- 15.4 SATRA is given a reasonable opportunity of examining such Goods; and
- 15.5 the Client (if affected) do so by SATRA) return 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.
- 15.6 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.
- 15.7 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 receipt, storage or delivery being received.
- 15.8 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.
- 15.9 SATRA will pay the reasonable costs of cartage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 15.1 to repair or replace the defective Goods. SATRA determines that the Goods are not defective or if SATRA is not able to repair or replace the Goods due to the circumstances under clause 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- 15.10 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
 - b) the Client has used equipment not approved by SATRA, or faulty or inappropriate consumables; or
 - c) the Client authorises or carries out any illegal rework of any Goods without first informing SATRA a reasonable opportunity to inspect or repair them; or
 - d) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
 - e) 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;
- 15.11 Where Goods or parts of Goods are re-manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains access from the manufacturer or supplier thereof provided that:
 - a) SATRA shall not be obliged to take any step to attempt to obtain such access except at the request and expense of the Client and upon provision by the Client of a full indemnity to SATRA for which SATRA may thereby become liable;
 - b) nothing in this clause shall have effect to impose upon SATRA any additional liability or obligations other than those referred to in clause 16.1.
- 15.12 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 - December 2016

Dong Tai City Huayuan Gloves Co., Ltd SATRA Reference: CHT0283037/1913/LHVC Date: 1st May 2019 (Page 5 of 5)

Signed: [Signature]

SATRA
EN 420:2003+A1:2009



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Customer details: Dong Tai City Huayi Gloves Co., Ltd
No. 36 Nan Zhuang Road
East New District
Dongtai City
Jiangsu Province
China
224249

SATRA reference: CHT0283037 issue 2
/1913

Your reference: HY-1901

Date of report: 26 April 2019

Samples received: 27 March 2019

Date(s) work carried out: 27 March to 22 April
2019

TECHNICAL REPORT

(This report replaces the Technical Report CHT0283037 issued on 23 April 2019)

Subject: Size and Dexterity as EN 420: 2003+ A1: 2009 and innocuousness test on the Five finger disposable Powder free nitril gloves, ref as HY-1901, Sizes: XS(6),S(7),M(8),L(9),XL(10),XXL(11), Colour: white/blue/black.

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: Adam Zhang
Position: Technologist
Department: China Testing

(Page 1 of 8)

Adam Zhang

SATRA
EN 420:2003+A1:2009



TECHNICAL REPORT



WORK REQUESTED

Samples described as the Five finger disposable Powder free nitril gloves, ref as HY-1901, Sizes: XS(6),S(7),M(8),L(9),XL(10),XXL(11), Colour: white/blue/black were received by SATRA on 27 March 2019 for testing in accordance EN420:2003+A1:2009 and Innocuousness test.

SAMPLE SUBMITTED



TESTING REQUESTED

- EN 420: 2003 + A1: 2009 Clause 5.1 and 5.2– Sizing, Dexterity
 ≠EN 420: 2003 + A1: 2009 Clause 4.3 Innocuousness tests:
- Clause 4.3.2 (ISO 3071 for Textiles & other materials, ISO 4045 for leathers)- pH Value
 - Solvent extraction and analysis by Gas Chromatograph Mass Spectrometer – PAHs content

CONCLUSION

The samples described Five finger disposable Powder free nitril gloves, ref as HY-1901, Sizes: XS(6),S(7),M(8),L(9),XL(10),XXL(11), Colour: white/blue/black were found to achieve the following results:

- EN 420: 2003 + A1: 2009 – See Note A
- ≠EN 420: 2003 + A1: 2009 Clause 4.3 Innocuousness tests - meet the REACH annex XVII requirement for PAHs and relevant requirement for pH value

Detailed results are included on the following page(s)

Section A - Test Results for EN 420: 2003 + A1: 2009 Section B - Test results for Innocuousness tests

Dong Tai City Huayi Gloves Co., Ltd
 SATRA Reference: CHT0283037 issue 2 /1913
 Date: 26 April 2019 (Page 2 of 8)

Signed: *Adam Zhang*
 Technologist
 China Testing

SATRA
EN 420:2003+A1:2009



TECHNICAL REPORT



Section A - Test for EN 420: 2003 + A1: 2009

Testing

Testing was carried out in accordance with EN 420:2003 + A1:2009

Samples for testing were conditioned for at least 24 hours in a conditioned environment maintained at (23±2)°C and (50±5)% relative humidity.

Requirements

Table 1 – Requirements for EN 420:2003 + A1:2009 Clause 5 Size and Dexterity

Glove size	6	7	8	9	10	11
Minimum length / mm	220	230	240	250	260	270
Performance level	1	2	3	4	5	
Diameter of dexterity pin /mm	11.0	9.5	8.0	6.5	5.0	

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0283037 issue 2 /1913
Date: 26 April 2019 (Page 3 of 8)

Signed: *Adam Zhang*
Technologist
China Testing

SATRA
EN 420:2003+A1:2009



TECHNICAL REPORT



Test Results

Table 2 – EN 420:2003 + A1:2009 Test Results.

Clause / Test	Requirement	Test Results	UoM (See note *)	Result		
5.1 Glove length, comfort and fit	See table 1	Size	Length /mm	± 1.10 mm	See Note A	
			Left			Right
		6	237			236
		Comfortable on fit				
		7	241			245
		Comfortable on fit				
		8	245			244
		Comfortable on fit				
		9	240			240
		Comfortable on fit				
		10	242			241
Comfortable on fit						
11	241	241				
Comfortable on fit						
5.2 Dexterity	See table 1	Size	Minimum pin diameter / mm	N/A	Level 5	
		7	5.0			
		8	5.0			

Additional Information / Notes

Note A – Where gloves do not meet the minimum length requirements specified in Table 1 of EN 420:2003 + A1:2009, the standard therefore requires that the manufacturer shall clearly state in the user instructions the intended application of the gloves and the reason why the gloves do not conform to the minimum length requirements.

Note * – Estimated uncertainty of measurement applied at point of test (e.g. to applied force or to tolerance limits) to ensure product meets requirements of the standard.

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0283037 issue 2 /1913
Date: 26 April 2019

Signed: *Adam Zhang*
Technologist
China Testing

(Page 4 of 8)

SATRA
EN 420:2003+A1:2009



TECHNICAL REPORT



Section B – Test results for Innocuousness tests

All tests identified in Section B of this technical report were subcontracted to a chemical test facility accredited to ISO/IEC 17025: 2005 by CNAS.

RESULTS:

Sample Item	Sample Description	Location	Style
I001	HY-1901, FIVE FINGER DISPOSABLE POWDER FREE NITRIL GLOVES, WHITE	Beige soft plastic /Gloves	-
I002	HY-1901, FIVE FINGER DISPOSABLE POWDER FREE NITRIL GLOVES, BLUE	Blue soft plastic /Gloves	-
I003	HY-1901, FIVE FINGER DISPOSABLE POWDER FREE NITRIL GLOVES, BLACK	Black soft plastic /Gloves	-

pH Value-EN 420:2003+A1:2009

Test Method I: With reference to ISO 4045:2008, Analyzed by pH meter.

Test Method II: With reference to ISO 3071:2005, Analyzed by pH meter.

Requirement:	3.5-9.5
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Test Item(s)	Unit	Result		
		I001	I002	I003
Test Method	-	II	II	II
Parameter	-	-	-	-
pH Value of Extracting Solution	-	5.89	5.89	5.89
Temp. of Aqueous Extract	deg. C	24.3	24.3	24.3
pH Value of Aqueous Extract	-	6.0	6.2	6.0
Difference Figure	-	-	-	-
Conclusion	-	PASS	PASS	PASS

Note / Key: deg. C = degree Celsius (°C) Temp. = Temperature

Remark: Result(s) was (were) reported the average value from two trials.

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Signed: 
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RESULTS:

Polycyclic Aromatic Hydrocarbons (PAHs) Content – European Parliament and Council Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Annex XVII with its Latest Amendment, Entry 50, point 5

Test Method : Solvent extraction and analysis by Gas Chromatograph Mass Spectrometer.

Maximum Allowable Limit:	Each of all listed PAHs: 1.0 mg/kg ^(M)
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Tested Item(s)	Result			Conclusion
	Detected Analyte(s)	Conc.	Unit	
I001+I002+I003	ND	ND	mg/kg	PASS

Note / Key: / ND = Not detected (<Detection Limit) Detection Limit (mg/kg) : Each : 0.2;

mg/kg = milligram per kilogram = ppm = part per million

Remark: The list of polycyclic aromatic hydrocarbons is summarized in table of Appendix.
^(M)Denotes as this maximum allowable limit applies to product(s) placed on the market for the first time on or after December 27, 2015 only.
 Rubber or plastic component(s) of articles that come into direct as well as prolonged or short-term repetitive contact with the human skin or the oral cavity under normal or reasonably foreseeable conditions of use is (are) applicable to be tested. Such articles include amongst others:
 — sport equipment such as bicycles, golf clubs, racquets
 — household utensils, trolleys, walking frames
 — tools for domestic use
 — clothing, footwear, gloves and sportswear
 — watch-straps, wrist-bands, masks, head-bands
 Composite testing(s) was/were specified by client.

APPENDIX

List of Polynuclear Aromatic Hydrocarbons:

No.	Name of Analytes	CAS-No.	No.	Name of Analytes	CAS-No.
1	Chrysene	218-01-9	5	Dibenzo (a,h) anthracene	53-70-3
2	Benzo (a) pyrene	50-32-8	6	Benzo (b) fluoranthene	205-99-2
3	Benzo (e) pyrene	192-97-2	7	Benzo (f) fluoranthene	205-82-3
4	Benzo (a) anthracene	56-55-3	8	Benzo (k) fluoranthene	207-08-9

*** End of Report ***

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Signed: *Adam Zhang*
 Technologist
 China Testing

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1. GENERAL

- 1.1 Work done, Services under an or the sale of Goods are subject to the terms and conditions defined below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto and, to the maximum extent permitted by law, hereby excluded.
- 1.2 SATRA Technology Services (Company Limited (公司) 萨特拉技术有限公司), 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 Party, or jointly as Parties.
- 1.3 These terms and conditions will apply to any Contract between SATRA and the Client to the exclusion of any other terms which the Client may seek to impose 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:

- 1.5.1 "Contract" is the contract between SATRA and the Client for the supply of Goods or Services which is also subject to these terms and conditions;
- 1.5.2 "Services" are the work or services to be supplied or performed under the Contract (including where relevant the supply of software, components and consumables);
- 1.5.3 "Goods" are the equipment, consumables or other physical items used under the Contract (including documents, drawings or other information required in order to operate the equipment); and
- 1.5.4 "PRC" means the People's Republic of China.

- 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 detailed 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 for any subsequent revision thereof then the sale shall be governed by the relevant Incoterms rule 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 pre payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment assigned 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 payment at a rate of 1.5% per month, accruing on a daily basis from the date the invoice is due and until payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a payment 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 to provision estimates 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, transportation and any other charges or installation which will be quoted separately and arranged 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 material 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. Payment 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 may arise against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court costs. 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 creation of services, the use of confidential materials by the Client may be subject to national and international laws and regulations. The responsibility for the use of these confidential materials 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.
- 3.6 With respect to the sale of SATRA Training, SATRA Skills and SATRA Visit content, provided that the Client is a member of SATRA and the Client shall be entitled to use the Client shall be entitled to use the software for its own internal use and will be entitled to receive minor software updates and fixes. SATRA may however terminate the supply of software updates and fixes for older versions of software which it no longer considers viable to support. The Client's right to use the software and receive software updates and fixes will terminate if the Client has not paid its annual maintenance fee. Major upgrades are not included within the entitlement to updates but may be offered by SATRA from time to time from an additional fee.
- 3.7 SATRA shall observe all statutory provisions with regard to data protection. 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 unauthorized 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 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 will not be liable 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 action taken or not taken on the basis of such reports 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:
 - 5.2.1 death or personal injury caused by its negligence or the negligence of its employees or agents;
 - 5.2.2 fraud or fraudulent misrepresentation; or
 - 5.2.3 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 profit, sales, contracts, or other indirect or consequential loss.
- 5.4 Subject to clause 5.3 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 (including any value added tax or other levies) or expenses payable by the Client to SATRA under the Contract whichever is the lower figure.

6. MISCELLANEOUS

- 6.1 If any one or more provisions of these terms and 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 solicit, encourage or cause any other 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 consent.
- 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 or receipt of SATRA's delivery of title in accordance with it be used.
- 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's assent and agreement to these terms and conditions shall constitute its acknowledgement that it is in respect of any representation, warranty, collateral contract or other assurance.
- 6.6 To the extent permitted by applicable laws and regulations, all provisions of the Contract that limit or exclude the liability of SATRA are intended also to be for the benefit of SATRA's third party company (called SATRA), and being a company limited by guarantee and incorporated in England and Wales with company number 00181970, and shall accordingly be enforceable by such third party company as well as or instead of SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such third party 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 otherwise 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 a disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms and conditions and the basis on which SATRA undertakes reporting, reporting and advice. The Client shall indemnify SATRA for any claims to do so.
- 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client in confidence and confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has become in the public domain through no breach of this Contract by the Client.
- 7.5 The Client shall not disseminate, remove parts or carry out any form of analysis on goods or material sold by SATRA for the purpose of reverse engineering or obtaining information on the construction, content or composition of the items without the consent of SATRA.

8. ASSIGNMENT

- 8.1 No assignment to a Contract shall be effective unless it is in writing, expressly stated to assign the Contract and signed by an authorized 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 Party, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, the terms of clause 9.3 shall apply.
- 9.3 Should the mediation fail, in whole or in part, either party may, upon giving written notice, refer the dispute to the Shenzhen Court of International Arbitration for arbitration in accordance with its rules of arbitration then in force. The place of arbitration shall be Shenzhen. The number of arbitrators shall be one. Unless agreed otherwise, the language used for the arbitration shall be English and Chinese and each Party shall have the

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Signed: Aden Zhang Technologist China Testing

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right to have their own interpretation and legal advice sought throughout the abduction. The artist's work shall be treated binding upon the Parties and the Parties agree to be bound thereby and to accordingly. Application may be made to any court having jurisdiction for judicial acceptance of the award and an order of enforcement and is issued.

9.4 Unless specified otherwise in a Contract, the lowest of the PRC shall govern the interpretation of a Contract.

10 PROVISION OF SERVICES

10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Client's specific instructions as to delivery of SATRA as part of the Contract unless proven.

10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a preforma invoice if requested, 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/capability of any equipment unless provided by SATRA.

10.6 Unless otherwise agreed in advance, test samples will be retained for a period from the date of the final report after which 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 storage charges 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 document/infringing 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, in providing the Services, neither binds 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 their stock, 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 noted for 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 received 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 take 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 under 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 REMITTANCE OF GOODS

13.1 Subject to clause 13.2 the risk in the Goods shall 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:

- 13.2.1 In the case of sales where delivery of Goods is made in the PRC, 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;

13.2.2 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 pass to the Client until the earlier of when:-

- 13.3.1 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
- 13.3.2 the Client receives the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the goods by the Client occurs.

13.4 Until ownership of Goods has passed to the Client, the Client shall:

- 13.4.1 hold the Goods as SATRA's bailee;
- 13.4.2 hold the Goods (if not sent 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);
- 13.4.3 notify, defend or procure any indemnity for, or packaging on or relating to the Goods; and
- 13.4.4 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 and 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 recall the Goods before ownership has passed to it solely on condition that title shall be affected in the ordinary course of the Client's business at all market values.

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 13.1 then all title to the Goods shall pass to SATRA immediately.

- 13.6.1 the Client's right to recall the Goods or use them in the ordinary course of its business ceases (limited article);
- 13.6.2 SATRA may at any time require the Client to deliver up all Goods in its possession that have not been recalled or irrevocably incorporated into another product; and
- 13.6.3 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 been recalled, to recover them.

13.8 On termination of a 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 any Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If it is not possible without SATRA's approval to include the relevant Patent, Registered Design, Trade Mark or Copyright in the Client's 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 to require SATRA to infringe any 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:

- 16.1.1 the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 16.1 that the Goods do not comply with the warranty in this clause and SATRA gives an immediate opportunity of presenting such Goods to the Client if possible to allow SATRA to place its own label on them;

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 claim.

16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably practicable and in any event within 15 working days of that date, 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, packing 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:

- 16.6.1 the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, or collision or deliberate modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not specified in writing by SATRA, or default in proper maintenance or cleaning; or
- 16.6.2 the Client substitutes or carries out any repair or replacement of any Goods without first notifying SATRA, or
- 16.6.3 the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- 16.6.4 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 evidence from the manufacturer or supplier thereof.

- 16.7.1 SATRA shall not be obliged to take any step to attempt to obtain such evidence except at the request and expense of the Client and upon provision by the Client of a full indemnity by its costs for which SATRA may thereby become liable;
- 16.7.2 nothing in this condition 16.7 shall have effect 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 - May 2017

Dong Tai City Huayuan Gloves Co., Ltd SATRA Reference: CHT0283037 issue 2/1913 Date: 26 April 2019

Signed: [Signature] Zhang Technologist China Testing

SATRA
EN 16523-1:2015



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224249

SATRA reference: CHT0283037/1913LH/A

Your reference:

Date of report: 1st May 2019

Samples received: 4th April 2019

Date(s) work carried out: 8th to 10th April 2019

TECHNICAL REPORT

Subject: EN 16523-1:2015 resistance to permeation by chemicals on gloves described as HY-1901

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: Lorna Harding
Position: Technologist
Department: Chemical & Analytical Technology

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

SATRA
EN 16523-1:2015



TECHNICAL REPORT



WORK REQUESTED:

Samples of gloves described as HY-1901 were received on the 4th April 2019 for testing in accordance with EN 16523-1:2015 and assessment in accordance with the requirements of EN ISO 374-1:2016+A1:2018.

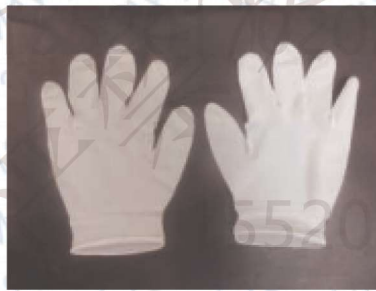
SAMPLES SUBMITTED:



Samples described as HY-1901- Blue



Samples described as HY-1901- Black



Samples described as HY-1901- White

CONCLUSION:

When assessed in accordance with the requirements of EN ISO 374-1:2016+A1:2018 the samples of gloves described as HY-1901 achieved the following performance levels:

Chemical	Performance level
Ethyl acetate (CAS: 141-78-6)	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
30% Hydrogen peroxide (CAS: 7722-84-1)	4

Full results are reported in the following tables.

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TECHNICAL REPORT



TESTING REQUIRED:

- EN 16523-1:2015 - Determination of material resistance to permeation by chemicals - Part 1: Permeation by liquid chemical under conditions of continuous contact

RESULTS AND REQUIREMENTS:

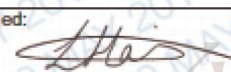
EN ISO 374-1:2016+A1:2018 - Protective gloves against dangerous chemicals and micro-organisms - Part 1: Terminology and performance requirements for chemical risks. Table 1: Permeation performance levels.

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

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

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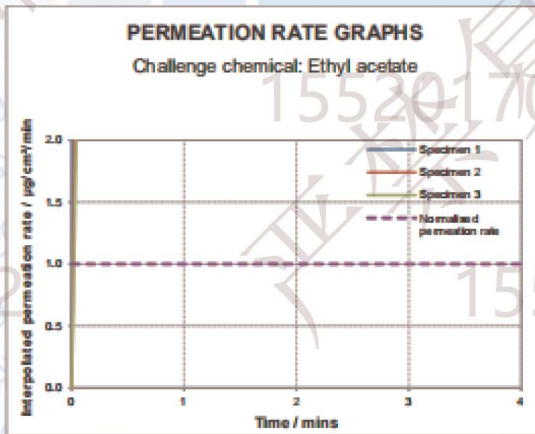
SATRA
EN 16523-1:2015



15520170202
TECHNICAL REPORT



Test/Property	Sample reference:	HY-1901- Blue		Performance
EN 16523-1:2015 in accordance with SATRA SOP CAT-005 Using stainless steel permeation cells with standardised dimensions	Test information:	Chemical: Ethyl acetate		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/cm ² /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	0.12	< 1		
2	0.13	< 1		
3	0.12	< 1		
	Test result:		< 1	
	UoM:		< 1	
Visual appearance of specimens after testing:		Swollen		



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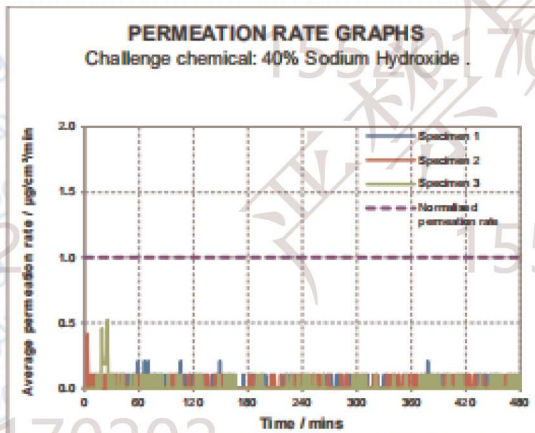
SATRA
EN 16523-1:2015



15520170202
TECHNICAL REPORT



Test/Property	Sample reference:	HY-1901- Black		Performance
EN 16523-1:2015 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/cm ² /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)△	Breakthrough time (mins)	
	1	0.12	>480	
	2	0.10	>480	
	3	0.10	>480	
		Test result:	>480	
		UoM:	< 1	
Visual appearance of specimens after testing:	Swollen and discoloured			



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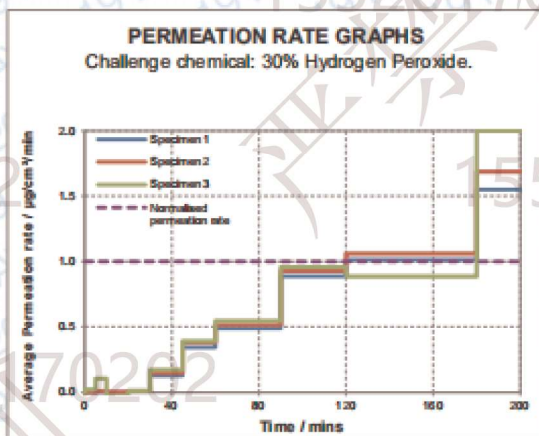


TECHNICAL REPORT



Test/Property	Sample reference:	HY-1901- White		Performance
EN 16523-1:2015 in accordance with SATRA SOP CAT-025	Test information:	Chemical: 30% Hydrogen peroxide		Level 4
		Normalised permeation rate (NPR): 1 µg/cm ² /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		
Using PTFE permeation cells with standardised dimensions	Specimen	Thickness (mm)△	Breakthrough time (mins)▽	
		1	0.09	Between 121 to 180
		2	0.09	Between 121 to 180
		3	0.10	Between 181 to 240
		Test result:	Between 121 to 180	
		UoM:	See Below	
Visual appearance of specimens after testing:		Discoloured		

For SOP CAT-025, where both the P₁ and P₂ 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.

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- △ EN 16523-1:2015 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 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 is not possible.

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SATRA EN 16523-1:2015



TECHNICAL REPORT



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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 if 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 the sale of or supply Goods or Services to persons, organisations (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 shall apply to the Contract between SATRA and the Client to the extent 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 used 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 ad 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 edition 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 fixed then payment terms are net 31 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 a payment as agreed SATRA will be entitled to withdraw delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payment at a rate of 1.5% per month accruing on a daily basis from the date the invoice is issued 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 and issued back 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 provision advance discharges where 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 catalogue which it retains in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and agreed with the Client.
 - 2.5 Quotations are valid from the date of issue for a period of 30 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 insolvency or make arrangements to liquidate SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is cancelled 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 other duties. Payments made to SATRA shall not be reduced by such amounts.
 - 2.8 The Client shall not be entitled to withhold or delay payment due to SATRA as a result of any dispute or counter claim that may arise 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 action 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 Intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Rights in the Contract shall allow transfer of any intellectual property rights from one Party to the other.
 - 3.2 In the event of confusion 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 copyright rights in concepts, ideas and inventions that may arise during the preparation or provision of any report (including any deliverables produced 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. Where used to the benefit of SATRA, SATRA shall retain all rights in such software, provided that the Client is a member of SATRA, and has paid its annual subscription fee from 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 continues to support. The Client's right to use the software and receive software upgrades and fixes will terminate if the Client fails to pay its annual subscription fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time at an additional cost 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 1998. 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 charges 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 (not using any failure by the Client to comply with obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or 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 recover all fees from 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 already 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 Repetitive issuance of the Client's information, documents and samples submitted to SATRA by the Client, or cancellation of the Client's order and delay for the benefit of the Client will be 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 under, over, mis, incomplete, misleading or false information on 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 the negligence or the negligence of its employees or agents;
 - (b) fraud or fraudulent misrepresentation;
 - (c) death or personal injury caused by a defect in the design of the Goods; or
 - (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 in either 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 of advantage in goods if any and/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 Goods or Services or the price of the Goods (excluding any value added tax or other sales tax or as per law) payable by the Client to SATRA under the Contract or £100 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/or a period of one year thereafter the Client shall not directly or indirectly solicit, 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 applied to the Client under the Contract remain the property of SATRA and shall not be used or disseminated to third parties without SATRA's prior written authorisation.
 - 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 (if not SATRA), and being a company limited by guarantee and incorporated in England and Wales with company number 00184195, 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 such disclosure and advising. The Client shall indemnify SATRA for any further costs 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 services, 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 disseminate, remove, print or carry out any form of analysis on goods or materials supplied by SATRA for the purpose of reverse engineering or obtaining information on the construction, content or composition of the fees 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 a duly authorised signatory of both Parties.
9. DISPUTE RESOLUTION
 - 9.1 If there should be a dispute between the parties as to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve the dispute.
 - 9.2 Failure to resolve any dispute by discussion between the parties shall, in the first instance, be referred to a mediator for mediation. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to occur in such appointment. It shall be the parties' duty 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 thereafter, apply to the President or the Vice President, for the time being of the Chartered Institute of Arbitrators, for appointment of a single arbitrator, or final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitrator shall be governed by both the Arbitration Act 1996 and the Contracted Code of Practice of the

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0283037/19 13/LHVA
Date: 1st May 2019

Signed:

SATRA EN 16523-1:2015



TECHNICAL REPORT



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

- 1.01.1 The law of England shall govern the interpretation of this Contract. Subject to clauses 1.1, 1.2 and 6.3 any dispute arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales. However, the Party obtaining a judgement in such court shall be entitled to enforce it in any court it chooses.
- 1.01.2 SATRA shall provide the 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's specifications.
- 1.01.3 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a retainer 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, SATRA will be in no way liable. There will be no liability for the assistance in relation to the performance of the Services.
- 1.01.4 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.
- 1.01.5 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.
- 1.01.6 Where the Client requests SATRA to investigate 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 condition of any equipment unless provided by SATRA.
- 1.01.7 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 assume no liability for such samples.
- 1.01.8 Where the nature of the samples or the Services undertaken results in a product 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.
- 1.01.9 Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are treated in accordance with the relevant regulations and SATRA cannot guarantee that samples will be returned in an "as new" condition.
- 1.01.10 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents will be considered as being for information only and shall not release the Client from any of its obligations to SATRA.
- 1.01.11 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or the provision of the Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 1.01.12 The Client acknowledges that SATRA is providing these services, neither does the Client or any third party release them from any of their obligations.
- 1.02 CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES
- 1.02.1 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.
- 1.02.2 Where applicable the Client shall allow access by members of SATRA to such premises where the Services are to be performed and provide any special equipment and personnel.
- 1.02.3 The Client shall inform SATRA in advance of any iron hazards, danger or other safety matter relating to samples submitted to SATRA or on site submitted by SATRA.
- 1.02.4 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.
- 1.03 DELIVERY AND NON-DELIVERY OF GOODS
- 1.03.1 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.
- 1.03.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime and any other additional costs.
- 1.03.3 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 Client agrees to be responsible for SATRA upon receipt of the Goods as evidenced by the Goods receipt provided by the Client unless the Client can provide conclusive evidence to the contrary.
- 1.03.4 SATRA shall not be liable for non-delivery of Goods (unless caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 16.2. 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 or its value.
- 1.03.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage of the Goods (including for all equipment required) and for any materials 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.
- 1.03.6 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 SATRA shall be entitled to deliver the Goods under the Client's name. The Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 1.04 RESPONSIBILITIES OF GOODS
- 1.04.1 Subject to clause 15.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the title of the Goods will be governed by clauses 16.1 to 16.7 or any subsequent clause 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.
- 1.04.2 The Company shall not accept responsibility for loss or damaged materials unless:
 - a) In the case of a loss or damage to Goods in transit in the United Kingdom SATRA is insured 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 other cases the Client notifies SATRA in writing, or a change in title shall be made at the earliest period of time as determined by SATRA.
- 1.04.3 Title to the Goods shall not pass to the Client until the transfer of which:
 - 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 receives the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the material is by the Client owned.
- 1.04.4 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 added to a third party's stockpile, office or otherwise) and on relating to the Goods and maintain the Goods in satisfactory condition and keep them insured on SATRA's behalf for their full value against all risks to the maximum 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.
- 1.04.5 The Client may sell 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.
- 1.04.6 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:
 - a) exercise its right to sell the Goods or use them in the ordinary course of its business as soon as possible; and
 - b) SATRA may at any time require the Client to deliver up all Goods in its possession that have not been sold or irrevocably incorporated into another product and if the Client fails to do so promptly SATRA may exercise its rights under clause 13.2.
- 1.04.7 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 title to possession has terminated, to recover them.
- 1.04.8 On termination of the Contract, however caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect.
- 1.05 PATENTS
- 1.05.1 SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the Client or any other party 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 article or material provided that the Client is not to be taken as waiving SATRA's right to enforce any Letters Patent, Registered Design, Trade Mark or Copyright in the event of the Client's infringement.
- 1.06 WARRANTIES OF GOODS
- 1.06.1 SATRA warrants that on delivery for a period of 12 months from the date of delivery within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.
- 1.06.2 DEFECTIVE GOODS
- 1.06.3 Subject to clauses 16.6 and 16.7 E
 - a) the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 16.1 that the Goods do not comply with the warranty in that clause; and
 - b) SATRA agrees a reasonable opportunity of making such Goods and the Client if as directed to do so by SATRA) returns such Goods to SATRA's place of business (where 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.
- 1.06.4 The Client must inspect the Goods upon delivery. Failure to do so may result in further charges being applied in respect of rework.
- 1.06.5 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.
- 1.06.6 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.
- 1.06.7 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 able 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.
- 1.06.8 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 appointed agents; or
 - b) use of any machinery, equipment not approved by SATRA or other improper maintenance, cleaning or
 - c) the Client authorises or carries out any repair or replacement of any Goods without first advising SATRA a reasonable opportunity to inspect or repair them;
 - d) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
 - e) 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;
- 1.06.9 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 evidence from the manufacturer or supplier thereof provided that:
 - a) SATRA shall not be obliged to take any step to attempt to obtain such evidence 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 clause or 16.7 shall have effect to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.
- 1.06.10 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 16.1.

Terms and conditions - December 2016

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0283037/19 13/LHA
Date: 1st May 2019

Signed:

SATRA
EN 16523-1:2015+A1:2018



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No. 36 NanZhuang Road
East New District
Dongtai City
Jiangsu Province
China
224249

SATRA reference: CHT0285338/1921/JH/
A

Your reference:

Date of report: 10th June 2019

Samples received: 20th May 2019

Date(s) work carried out: 4th to 5th June 2019

TECHNICAL REPORT

Subject: EN 16523-1:2015+A1:2018 resistance to permeation by chemicals on gloves described as HY-1901 Five finger disposable Powder free nitril gloves

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: Jade Hurley
Position: Technologist
Department: Chemical & Analytical Chemistry

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

SATRA
EN 16523-1:2015+A1:2018



TECHNICAL REPORT



WORK REQUESTED:

Samples of gloves described as HY-1901 Five finger disposable Powder free nitril gloves were received on the 20th May 2019 for testing in accordance with EN 16523-1:2015+A1:2018 and assessment in accordance with the requirements of EN ISO 374-1:2016+A1:2018.

Specimens from the black, blue and white variants were included in the test.

SAMPLES SUBMITTED:



Samples described as HY-1901 Five finger disposable Powder free nitril gloves [Black]



Samples described as HY-1901 Five finger disposable Powder free nitril gloves [Blue]



Samples described as HY-1901 Five finger disposable Powder free nitril gloves [White]

CONCLUSION:

When assessed in accordance with the requirements of EN ISO 374-1:2016+A1:2018 the samples of gloves described as HY-1901 Five finger disposable Powder free nitril gloves 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

Full results are reported in the following tables.

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0285338/1921/JH/A
Date: 10th June 2019

Signed: 

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SATRA
EN 16523-1:2015+A1:2018



TECHNICAL REPORT



TESTING REQUIRED:

- 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 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.

Dong Tai City Huayi Gloves Co., Ltd
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Signed:



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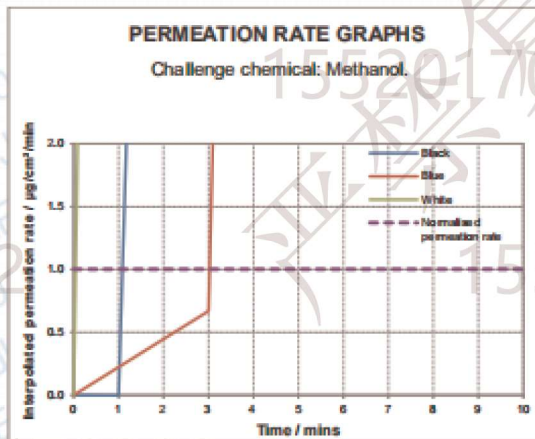
SATRA
EN 16523-1:2015+A1:2018



TECHNICAL REPORT



Test/Property	Sample reference:	HY-1901 Five finger disposable Powder free nitril gloves		Performance	
EN 16523-1:2015 +A1:2018 in accordance with SATRA SOP CAT-005	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/cm ² /min			
		Detection technique: GC-FID (periodic measurement)			
		Collection medium: Dry air (open loop)			
		Collection medium flow rate: 335 – 380 ml/min			
Using stainless steel permeation cells with standardised dimensions	Specimen	Thickness (mm) ^Δ	Breakthrough time (mins) [▲]		
		Black	0.12		1
		Blue	0.11		3
		White	0.10		<1
		Test result:			<1
UoM:		<1			
Visual appearance of specimens after testing:		Swollen			



Δ 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.

Dong Tai City Huayi Gloves Co., Ltd
SATRA Reference: CHT0285338/1 921/JH/A
Date: 10th June 2019

Signed:

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SATRA EN 16523-1:2015+A1:2018



TECHNICAL REPORT



0248

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

1. GENERAL

- 1.1 Work done, services and/or the results of Goods are subject to the terms and conditions detailed below and subject to clause 5.3. 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 these services or supply Goods to persons or entities (public or governmental) issuing instructions (hereinafter termed the "Client"). Each also includes individuals as a Party, or jointly as Parties.
- 1.3 These terms and conditions shall apply to the Contract between SATRA and the Client on the execution of any other terms which the Client may wish 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:

- (8) 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;
- (9) "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
- (10) "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 designs, descriptive matter, specifications and advertising material (including brochures and catalogues) are issued or published with the aid of equipment or other means of communication 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 issue in thereon) 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 fixed then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Goods or Services. In the event of the Client failing to make a 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 issued 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 and sent to SATRA.
- 2.3 SATRA reserves the right to charge a fee and all expenses incurred as a result of performing the Services required by the Client. Where SATRA is to carry out a service or provide a service then SATRA reserves the right to charge a fee and all expenses incurred 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 agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 30 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 reorganisation 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 is SATRA is to be retained 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 subject to such amounts.
- 2.8 The Client shall not be entitled to withhold or delay payment due to SATRA as a result of any dispute or counter claim that may arise against SATRA.
- 2.9 SATRA reserves the right to bring an 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 all costs and expenses.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 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 conflict between 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 produced 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 use of SATRA's Training, SATRA Software and SATRA's Websites, provided that the Client is a member of SATRA and has paid its annual subscription fee from the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software updates and fixes. SATRA may however terminate the supply of software updates and fixes for other versions of software which it no longer considers viable to support. The Client's right to use the software and receive software updates and fixes will terminate if the Client fails to pay its annual subscription fee. Major updates are not included within the entitlement to updates but may be directed by SATRA from time to time in or out of contract.
- 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 1998. Where SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with the 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 exchange 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 which it 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 Repetitive loss or damage to the basis of information, documents and samples submitted to SATRA by the Client, or cancellation of the Client's order and delay for the benefit of the Client are the responsibility of the Client. It is the Client's responsibility to ensure that the Client's data is secure and that the Client's data is protected. SATRA, its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or omissions on the basis of such findings and reports, or for any inaccuracies resulting as a result of under, overuse, misuse, incorrect, 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 the negligence or the negligence of its employees or agents;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of statutory duty or other malfeasance under or in connection with the Contract before, during or after the supply of Goods or Services;
 - (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 resulting under or in connection with the Contract for loss of profits, sales, contracts, anticipated savings, loss of advantage to goods in transit and/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 services or the price of the Goods (including any subcontracted fee or other sales tax or expenses) payable by the Client to SATRA under the Contract of £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 impacted thereby.
- 6.2 During the course of providing the Goods or Services and/or a period of one year thereafter the Client shall not directly or indirectly solicit, encourage or induce 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 purchase order override SATRA's retention of its own records 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 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 (being SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00154165), and shall accordingly be enforceable by such holding company as well as or instead of 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 delivered as 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 such reporting and advising. The Client shall indemnify SATRA for any liability to a third party.
 - 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 disseminate, remove or purport to remove 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 fees 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 authorised signatories 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 the dispute.
- 9.2 Failure to resolve any dispute by discussion between the parties shall, in the first instance, be referred to a mediator for mediation. 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, or final mediator. The arbitrator shall have no connection with the mediator or the mediation proceedings, which both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Rules of the Chartered Institute of Arbitrators.

Dong Tai City Huayuan Gloves Co., Ltd SATRA Reference: CHT0285338/1921JH/A Date: 10th June 2019

Signed:

[Handwritten signature]

SATRA
EN 16523-1:2015+A1:2018



TECHNICAL REPORT



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

- Chartered Institute of Arbitrators (2000 Edition) or any amendments thereto, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.
- 16.1 The law of England shall govern the interpretation of this Contract. Subject to clause 16.1, 16.2 and 16.3 any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales; however, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court/tribunal.
- 16.2 PROVISION OF SERVICES
- 16.3 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's specifications.
- 16.4 Estimates for completion of the Services are made in good faith and date from receipt of a written order, presentation 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.
- 16.5 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.
- 16.6 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 Service.
- 16.7 Where the Client requests SATRA to administer other services being undertaken by a third party the Client agrees that SATRA is sole responsibility 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 condition of any equipment unless provided by SATRA.
- 16.8 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the last 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 retained at the Client's expense. However, samples are limited in number, partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in a 'new' condition.
- 16.9 Where SATRA receives documents relating to 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.
- 16.10 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 when they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 16.11 The Client authorises SATRA by providing the services, neither takes the place of the Client nor any third party or releases them from any of their obligations.
- 16.12 CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES
- 16.13 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.
- 16.14 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 special equipment and personnel.
- 16.15 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 materials by SATRA.
- 16.16 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.
- 16.17 DELIVERY AND NON-DELIVERY OF GOODS
- 16.18 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.
- 16.19 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime and other additional costs.
- 16.20 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 these premises in which case the Client agrees to reimburse SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can produce conclusive evidence to the contrary.
- 16.21 SATRA shall not be liable for the non-delivery of Goods (except caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 16.22. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame of the issue of a credit note to the value of the Goods not delivered.
- 16.22 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and/or all expenses incurred, including loss of or damage to 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.
- 16.23 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, keywords or authorisations, then all in the Goods shall pass to the Client, and the Goods and/or Services shall be deemed to have been delivered; and SATRA may store the Goods and deliver, transport the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 16.24 RETENTIVE OF GOODS
- 16.25 Subject to clause 16.26 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the title of the Goods will be governed by Incoterms 2010 for any subsequent transfer (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).
- 16.26 The Company shall not accept any responsibility for loss or damage to retained materials.
- 16.27 In the case of a claim for delivery of Goods is made in the United Kingdom SATRA is entitled by the Client within 10 days of the invoice or of non-receipt of Goods and within 30 days of the invoice date of receipt of Goods damaged in transit; or
- 16.28 In all other instances the Client notifies SATRA of the receipt of or damage to the Goods within the reasonable period of time as determined by SATRA.
- 16.29 Title to the Goods shall not pass to the Client until the earlier of what:-
- 16.30 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 the title to the Goods shall pass at the time of payment of all such sums; and
- 16.31 the Client receives the Goods in accordance with clause 16.25 in which case the title shall pass to the Client immediately before the time at which transferred by the Client occurs.
- 16.32 Unlawfulness of Goods has passed to the Client, the Client shall:
- 16.33 hold the Goods as SATRA's bailee;
- 16.34 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 (excluding where the Goods have been sold to a third party);
- 16.35 not destroy, deface or obstruct any identifying mark or packaging on or relating to the Goods; and
- 16.36 maintain the Goods in satisfactory condition and keep them insured on SATRA's behalf for their full value equivalent at all times to the reasonable market value of SATRA. The Client's failure to obtain an endorsement of the Client'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.
- 16.37 The Client may sell 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.
- 16.38 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:
- 16.39 the Client's right to sell the Goods or use them in the ordinary course of its business ceases immediately; and
- 16.40 SATRA may at any time require the Client to deliver up all Goods left in possession that have not been sold or lawfully incorporated into another production; and
- 16.41 if the Client fails to do so promptly SATRA may exercise its rights under clause 16.32.
- 16.42 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 resolve them.
- 16.43 On termination of the Contract, however caused, SATRA's (but not the Client's) rights contained in this clause 16.32 shall remain in effect.
- 16.44 PATENTS
- 16.45 SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use 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 advise 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 invention furnished or given by the Client shall not be such as to cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.
- 16.46 WARRANTY OF GOODS
- 16.47 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.
- 16.48 DEFECTIVE GOODS
- 16.49 Subject to clauses 16.50 and 16.51 E:
- 16.50 the Client gives notice in writing to SATRA in accordance with clause 16.50 and during the period referred to in clause 16.47 that the Goods do not comply with their warranty in that clause; and
- 16.51 SATRA is given a reasonable opportunity of examining such Goods; and
- 16.52 the Client if elected 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.
- 16.53 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in respect of a return.
- 16.54 If Goods are found to be faulty, defective or damaged the Client must return SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
- 16.55 Without prejudice to clause 16.51 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.
- 16.56 SATRA will pay the reasonable costs of cartage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.47 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not able to repair or replace the Goods due to the circumstances under clauses 16.50 or 16.51 then the Client will be responsible for the payment of such costs.
- 16.57 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- 16.58 the defect is caused or substantially caused by wear and tear, obsolescence, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or that appointed agents, or use of all ancillary equipment not approved in writing by SATRA, or in violation of proper maintenance instructions; or
- 16.59 the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to inspect or repair them; or
- 16.60 the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- 16.61 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;
- 16.62 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 access from the manufacturer or supplier thereof provided that:
- 16.63 SATRA shall not be obliged to take any step to attempt to obtain such access in order that the repair 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;
- 16.64 nothing in this clause 16.57 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in clause 16.57.
- 16.65 Except as provided in clause 16.51 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with their warranty in clause 16.47.

Terms and conditions - December 2016

Signed:

Dong Tai City Huayui Gloves Co., Ltd
SATRA Reference: CHT0285338/1921JH/A
Date: 10th June 2019

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