

## Terms and Conditions of Services

### 1. Interpretation

#### 1.1 In these Conditions:

**"Client"** means the person named on this Service Agreement Form for whom the Supplier has agreed to provide the Specified Service in accordance with these Terms;

**"Documents"** means this Service Agreement Form, and further includes in addition any document in writing, report, design, drawing, picture or other image, or any other record of any information in any form;

**"Input Material"** means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service;

**"Output Material"** means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service;

**"Specified Service"** means the service to be provided by the Supplier for the Client and specified in the Service Agreement Form;

**"Supplier"** means **Diversey Europe Operations BV** situated at Maarssebroeksedijk 2 3542 DN Utrecht, The Netherlands, trading as **Institute for Textile Research**;

**"Supplier's Fee"** means the charges shown in this Service Agreement Form relating to the Specified Service.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

### 2. Supply of Specified Services

2.1 The Supplier shall provide the Specified Service on these Terms. Any changes or additions to the Specified Service or these Terms must be agreed in writing by the Supplier and the Client.

2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Agreement. The Client shall ensure the complete accuracy of all Input Material.

2.3 The Supplier may at any time make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service. The Supplier shall notify the Client of such changes as soon as reasonably practicable.

2.4 Cancellation of orders for goods, services, training or consultancy is only acceptable by prior agreement of the Supplier and a reasonable charge will normally be made.

2.5 Unless otherwise agreed in advance, test samples will be disposed of 6 weeks after the date of the final report. If required, samples can be returned at the Client's expense.

### 3. Charges and Payment

3.1 Subject to any special terms agreed, the Client shall pay the Supplier's Fee and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

3.2 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.3 The Supplier shall be entitled to invoice the Client following the end of each month in which the Specified Service is provided, or at other times agreed with the Client.

3.4 The Supplier's Fee and any additional sums payable shall be paid by the Client, and without any set-off or other deduction) within 30 days of the date of the Supplier's invoice.

#### 3.5 Should the Client:

- 3.5.1 become subject to an administration order; or
- 3.5.2 becomes bankrupt; or
- 3.5.3 goes into liquidation; or
- 3.5.4 any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 3.5.1 to 3.5.3 (inclusive),

the Supplier has a right to cancel any contract and discontinue any work.

### 4. Rights in Input Material and Output Material

#### 4.1 The property and any copyright or other intellectual property rights in:

4.1.1 any Input Material shall belong to the Client

4.1.2 any Output Material shall, upon full payment of the Supplier's Charges, belong to the Client.

4.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

4.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.4 Subject to paragraph 4.3, the Supplier warrants that any Output Material and its use by the Client will not infringe the copyright or other rights of any third party and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

### 5. Supplier's obligations

5.1 The Supplier shall use reasonable endeavours to manage and complete the Specified Services, and to deliver the Output Materials to the Client.

5.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Service Agreement Form, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of the Agreement.

### 6. Client's obligations

#### 6.1 The Client shall:

6.1.1 co-operate with the Supplier in all matters relating to the Specified Services;

6.1.2 provide, in a timely manner, such Input Material and other information as the Supplier may reasonably require, and ensure that it is accurate in all respects; and

6.1.3 notify the Supplier of any risks associated with any Input material and ensure all Input Materials are stable and safe to handle, store and evaluate.

6.2 If the Supplier's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

6.3 The Client shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (excluding consequential losses, loss of profit and loss of reputation) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Contract, subject to the Supplier confirming such costs, charges and losses to the Client in writing.

### 7. Warranties and Liability

7.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible.

7.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

7.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's Fee for the provision of the Specified Service, except as expressly provided in these Terms.

7.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

7.5 Results given in test reports refer only to samples submitted for analysis and tested by the Supplier. A satisfactory test report in no way implies that the product tested is approved by the Supplier and no warranty is given as to the performance of the product tested. The Supplier shall not be liable for any subsequent loss or damage incurred by the Client as a result of information supplied in a test report.

### 8. General

8.1 These Conditions (together with the terms, if any, set out in the Design Validation Protocol) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

8.2 Each party acknowledges that, in entering into this Service Agreement Form and the documents referred to in it or annexed to it, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this Contract or not) other than as expressly set out in this Service Agreement Form or those documents. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Service Agreement Form.

8.3 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.



8.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Service Agreement Form by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

8.6 The laws of Netherland shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of courts of the Netherlands.