

## EU DECLARATION OF CONFORMITY

**Manufacturer:** Dongguan Grinvald Technology Co.Ltd.  
**Registered office:** 401, Building #3, No. 4 of Guangming New Village 2 Road, Dongcheng, Dongguan City, CN 523000

**Authorised representative:** Global Tooling Service s.r.o. (Reg. No.: 063829)  
**Registered office:** Na Folimance 2155/15, 120 00 Praha 2 - Vinohrady  
**Commercial registration No.:** 06981607

**Product name:** NBR Nitrile Examination Gloves  
**Name complement:** MEDCARE, Nitra Force  
**Intended purpose:** Nitrile medical examination gloves are non-sterile and are used for performing medical examinations, diagnostic or therapeutic interventions, and for work with infectious medical material. These protect the patient and the user from contamination. The gloves are intended for single use.

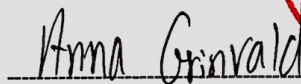
**Risk class of medical device:** I  
**Risk category of personal protective equipment:** III  
**Options:** S (6), M (7), L (8), XL (9)

**Harmonised standards applied:** EN ISO 13485:2016, EN ISO 9001:2015, EN ISO 14971:2019, IEC 62366-1:2015(en), EN ISO 15223-1:2016, EN 455-1:2000, EN 455-2:2015, EN 455-3:2015, EN 16523-1:2015+A1:2018, EN ISO 374-1:2016+A1:2018, EN 420:2003+A1:2009, EN 374-2:2014, EN ISO 374-4:2019, EN ISO 374-5:2016, EN 1186:2020

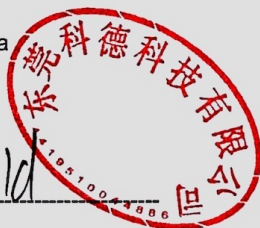
The manufacturer declares under its sole responsibility that the characteristics of the above mentioned medical device and personal protective equipment meet all requirements in accordance with Regulation (EU) 2017/745 of the European Parliament and of the Council on medical devices and Regulation (EU) 2016/425 of the European Parliament and of the Council on personal protective equipment and that this medical device and personal protective equipment is for the intended purpose of use safe, effective, and suitable for the provision of health care. The personal protective equipment type-examination (module B) was performed by the notified body SATRA Technology Europe Ltd. (2777). EU Type-Examination Certificate number: 2777/15456-02/E00-00.

Date: 25 November 2020

Location: Dongguan, China

  
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Dr. Anna Grinvald, CEO



	SATRA Technology Europe Ltd Bracetown Business Park Clonee, D15 YN2P, Ireland. Tel: Tel: +00353 (0) 14372484 email: <a href="mailto:info@satra.com">info@satra.com</a> <a href="http://www.satraeurope.com">www.satraeurope.com</a>	<b>Application and certification          agreement for EU Type-Examination          against Regulation 2016/425</b>
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<b>Applicant Details</b>			
Company name:		Dongguan Grinvald Technology Co., Ltd.	
Address:	401 Building A 4th Floor, Dongguan Guangdong China 523000		
		Postcode:	523000
Telephone:	0086-769-23326470	Email:	anna@gts-hk.net
Contact:	Anna Roxana Grinvald	Position:	Owner and CEO

<b>Manufacturing details of the final product: (if different from applicant listed above)</b>	
Name of company:	Dongguan Grinvald Technology Co., Ltd.
Location:	401 Building A 4th Floor, Dongguan Guangdong China 523000

**Category III products only (as defined in article 18 of the PPE Regulation 2016/425)**

Conformity to Type (tick as applicable)	Module C2 <input checked="" type="checkbox"/> v	Module D <input type="checkbox"/>
Contact details of Notified Body carrying out the activities	SATRA Technology Europe Ltd, Bracetown Business Park, Clonee, Dublin 15 D15 YN2P Ireland Tel: +00353 (0) 1 437 2484 Notified Body Number: 2777	

Are certificates required in a language other than English?	If yes please state languages required – additional price on application





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## Application and certification agreement for EU Type-Examination against Regulation 2016/425

All product samples being submitted for testing should be marked for the attention of our Product Certification department and directed to our UK testing facilities at:

SATRA Technology Centre Limited:  
 Wyndham Way, Telford Way, Kettering, Northamptonshire NN16 8SD  
 United Kingdom.

### Appendix 1 – Certification agreement

#### 1. General

- 1.1 By signing the Application Form (PPE Doc 3), the applicant (hereafter known as the ‘Client’) shall accept the application and Certification Agreement as a legally binding contract between SATRA Technology Europe Ltd (hereafter referred as ‘SATRA’) and the ‘Name of company’ as stated in the ‘Applicant Details’ on Page 1 of the Application Form (PPE Doc 3).
- 1.2 EU Type Examination work will not be carried out for any Client until a fully completed and signed Application Form (and Certification Agreement) has been received by SATRA.
- and or reinstatement of a certificate
  - Reassessment due to changes in the management system or products certified
  - Compliance with any subpoena for documents or testimony relating to activities undertaken by SATRA

#### 2. Client Responsibilities

##### The Client shall:

- 2.1 Undertake to pay all agreed fees and costs charged in conjunction with this application and where applicable to provide free of charge any samples required for testing purposes.
- Additional fees may be incurred for work not included within the quote provided and for work required where non-conformances are identified. These may include, without limitation, costs arising from:
- Repeats of any part of the certification, due to the registration procedures and rules not being met
  - Additional work due to suspension, withdrawal and or reinstatement of a certificate
  - Reassessment due to changes in the management system or products certified
  - Compliance with any subpoena for documents or testimony relating to activities undertaken by SATRA
- 2.2 Inform SATRA, without delay, of any changes that may affect its ability to conform with the certification requirements, including changes significantly affecting the product’s design or specification, or changes in the standards to which compliance of the product is relevant, or in the case of any other information indicating that the product may no longer comply with the requirements of the certification scheme.

NOTE: Examples of changes may include the following:

- the legal, commercial, organisational status or ownership,
- organisation and management (e.g. key managerial or technical staff),
- modifications to the product or the production method,
- contact address and manufacturing sites,
- major changes to the quality management system.

Where changes have taken place, the Client shall not release CE-marked products until the appropriate changes to the certified product, as agreed by SATRA and the Client, have been implemented.

- 2.3 Where applicable, provide access to certified products for surveillance activities.
- 2.4 Ensure that the certified product shall continue to fulfill the requirements of the product certification (e.g. levels or classifications achieved as part of the certification process).
- 2.5 Make all necessary arrangements for:
- the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and the Client’s subcontractors;
  - the investigation of complaints;



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- c) the participation of observers, if applicable.
- 2.6 Provide any applicable information regarding known or potential hazards likely to be encountered by SATRA personnel as a result of handling or coming in to contact with submitted samples or during visits in order to allow SATRA to comply with Health and Safety legislation
- 2.7 Take all steps necessary to ensure that the manufacturing process, including the final inspection of PPE and tests, ensures the homogeneity of production and the conformity of PPE with the type described in the Type Examination Certificate and with the relevant basic requirements of the PPE Regulation.
- 2.8 Ensure that any claims regarding certified products are consistent with the scope of product certification with respect to the identification of:
- the product(s), process (es) or services(s) for which the certification is granted;
  - the applicable certification scheme; and,
  - the standard(s) and other normative document(s) (including date of publication) to which the product(s); process(es) or service(s) has been judged to comply.
- 2.9 Not use its product certification in such a manner as to bring SATRA into disrepute and does not make any statement regarding its product certification that SATRA may consider misleading or unauthorised.
- 2.10 Upon suspension, withdrawal, or termination of certification, the Client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure.
- 2.11 Only provide copies of the certification documents to others, if the documents are reproduced in their entirety.
- 2.12 In making reference to its product certification in communication media such as documents, brochures or advertising, the Client complies with the requirements of SATRA or as specified by the certification scheme.
- 2.13 Comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product. These being:
- 2.13.1 The CE Mark can only be applied to stationery and publicity material which relates to the products for which certification has been granted. This can include the internet, brochures, advertisements etc. We would advise any Client to contact us prior to printing if there is any doubt regarding the intended use. The misuse of the CE or other marks could result in the issue of a requirement to withdraw offending items.
- 2.13.2 Where possible the minimum height of the CE mark must be no less than 5mm and shall only be increased in proportion.
- 2.13.3 The CE or other mark may not be used in any way that may be interpreted as misleading nor shall the client make any misleading statements regarding its certification
- 2.13.4 The use of SATRA's Notified Body number after the CE mark is restricted to those products defined as Category III Products and where SATRA is responsible for Module C2 or Module D. However, it may be used on user information of all certified products as a means of identifying SATRA as the type approval body and the Module C2 or D body.
- 2.13.5 Upon suspension or withdrawal of its certification, The Client shall discontinue its use of the CE mark as directed by SATRA and shall amend all advertising matter when the scope of registration has been reduced. The Client shall ensure that the CE or other marks are not used in such a manner that would bring SATRA into disrepute and lose public trust.
- 2.14 Uses certification only to indicate that products are certified as being in conformity with specified standards.
- 2.15 Shall confirm that the samples submitted for any testing required as part of the certification process shall be representative of the product to be certified in respect of all its characteristics taken together, and be made from production tools and assembling methods used for the production run.
- 2.16 Retains a record of all non-conformities and complaints relating to certification requirements of the certified product(s) and makes these records available to SATRA when requested, and:



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- a) takes appropriate action with respect to such complaints about any deficiencies found in products that affect compliance with the requirements for certification;
  - b) documents the action taken.
- 2.17 Retain the EU Certificate of Conformity (or a copy of it) for a minimum of 10 years after the product to which it relates is last placed on the market



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### 3. SATRA Responsibilities

- 3.1 SATRA shall inform the Client of any changes that may affect the validity of the product certification.
- 3.2 After confirming the acceptance of the application, the SATRA Assessor shall discuss and agree with the Client the responsibility for carrying out the various tasks according to the requirements of Annex II of Annex II of EU Regulation 2016/425 as applicable. Where testing is required this shall be carried out in accordance with SATRA Technology Centre Limited's ISO 17025 Quality system and procedures. SATRA reserves the right to sub-contract testing, where this is required then this shall be agreed with the Client.
- 3.3 SATRA shall carry out the certification process against an agreed product standard (s) or specification (s) where possible. The normal route shall be to use an English language version of the appropriate European Harmonised standard. National forewords to such standards will not normally be taken into account unless specifically requested by the Client. Other standards or technical specifications may be used, where this is deemed necessary then it shall be by mutual agreement with the Client. Whichever option is chosen it shall satisfy all the relevant requirements of PPE Regulation. This shall also include appropriate test data to demonstrate that the materials used to construct the products do not contain substances that may cause harm and that they are in compliance with the current requirements of all applicable product standards as well as the current version of Annex XVII of the EU REACH Regulation (1907/2006).
- 3.4 SATRA shall retain copies of technical files for a minimum of 10 years after the product is last placed on the market and/or the EU Type Examination certificate is cancelled, withdrawn or expires, whichever comes sooner. These shall be made available to the Surveillance Authorities upon demand.
- 3.5 Where re issue of an existing certificate is requested, the Assessor shall send the Client an appropriate application form for completion and return. On return of the completed application form, the Assessor shall make a decision on whether reduced Certification Procedures may be undertaken and shall document the decision.
- 3.6 Where an extension to an existing certificate is requested, the Assessor shall send the Client an appropriate application form for completion and return.
- 3.7 Where SATRA becomes aware that a registered Client has misused a certificate, schedule, logo or accreditation mark, the Client shall be required to ensure that the misuse is rectified. Incorrect references to the certification system or misleading use of information found in advertisements, catalogues etc. shall be dealt by suitable means including corrective action, publication of the transgression and, if necessary, legal action.
- 3.8 Suspension, termination and withdrawal of certificates
- 3.9.1 Where a certificate is suspended, terminated or withdrawn then the Client has the right to appeal. The appeal shall be received in writing, by the Product Certification Manager, within twenty-eight working days of the Client having being informed of the intention to suspend, withdraw or terminate the certificate.
- 3.9.2 The outcome of an appeal shall be final and binding on both parties and no counter claim by either party shall be accepted. Where an appeal is successful, the Clients costs may be reimbursed at the discretion of the Product Certification Coordination Committee.
- 3.9.3 Suspension of certificates
- 3.9.3.1 A Clients EU Type Examination Certificate may be suspended for the following reasons:
- Contravention of SATRA's rules and regulations relating to product certification;
  - Where effective corrective action is not implemented within an agreed timescale against a major non-compliance found during a surveillance visit.
  - Where significant non-homogeneity is highlighted during on-going surveillance.
- 3.9.3.2 SATRA shall inform the Client in writing that their certificate has been suspended, the reason(s) for the suspension and the actions required to reinstate the certificate.
- 3.9.3.3 If product certification is reinstated after suspension, SATRA shall make all necessary modifications to formal product certification documents, public information, authorisations for use of marks, etc., in order to ensure all appropriate indications, exist that the product continues to be certified.

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- 3.9.3.4 If a decision to reduce the scope of product certification is made as a condition of reinstatement, SATRA shall make all necessary modifications to formal product certification documents, public information, authorisations for use of marks, etc., in order to ensure the reduced scope of product certification is clearly communicated to the Client and clearly specified in product certification documentation and public information.
- 3.9.4 Withdrawal or termination of certificates
- 3.9.4.1 A certificate shall be withdrawn or terminated if:
- It is found that a condition of manufacture, design, materials or packaging have been changed and therefore no longer comply with the requirements of the Directive or Regulation as applicable.
  - The Client fails to settle their financial obligations to SATRA,
  - The Client fails to effectively implement the actions agreed following the suspension of a certificate,
  - Actions taken by the Client in the course of their business activities that would bring SATRA and / or the Product Certification Scheme into disrepute,
  - The Client does not wish to continue with certification,
  - The Client goes out of business.
- 3.9.4.2 SATRA shall inform the Client in writing that their certificate has been withdrawn or terminated, the reason(s) for the withdrawal or termination and any actions required.
- 3.9.4.3 SATRA shall inform the appropriate notifying authority when a Client's certificate has been withdrawn or terminated.
- 3.10 Confidentiality
- 3.10.1 The results of Product Certification activities shall be treated by SATRA as confidential. Results obtained shall only be passed to third parties with the permission of the Client that originally commissioned it, with the exception of requests from enforcement and surveillance authorities.
- 3.11 Complaints and Appeals
- 3.11.1 Upon receipt of a complaint or an appeal which relates to product certification activities, the SATRA Product Certification Coordinator or Manager or their nominated deputy shall deal with it in accordance with SATRA's complaints and appeals procedure.
- 3.11.2 Where the complaint or appeal relates to the on-going conformity of a product certified by SATRA, it is possible that any agreed remedial actions may involve recalling non-compliant products in which case SATRA shall require documented evidence of such a recall.
- 3.11.3 Complainants raising issues regarding a) products not being CE-marked when they should be or b) EU Type Examination certificates issued by other Notified Bodies shall be directed to the appropriate enforcement authority.
- 3.11.4 SATRA shall only accept written appeals received within twenty-eight days of the client being informed of the decision that gave rise to the appeal.
- 3.11.5 Full details of the SATRA Complaints and Appeals procedure are available on request.
- 3.12 SATRA shall retain in its archive for the period required by the relevant accreditation body all materials relating to the certificate. After which SATRA shall dispose of said materials unless instructed otherwise by the Client. All fees for carrying out such instructions will be invoiced to the Client.





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## Application and certification agreement for EU Type-Examination against Regulation 2016/425

### 4.0 SATRA Requirements

- 4.1 Any test reports submitted to SATRA in support of EU type examination shall meet the following criteria:
- a) The report shall be dated no earlier than 5 years (60 months) before the date of the signature on the SATRA application form for EU type examination applications. Reports older than 5 years (60 months) will be rejected; in some cases, SATRA may accept reports that are more than 5 years (60 months) old if the client is able to provide additional supporting documentation, such as more recent check test data;
  - b) Where not undertaken by SATRA, all testing and reporting shall be carried out by a laboratory considered as being competent to conduct the work. Accreditation of a laboratory to ISO 17025 by a National Accreditation Body that is recognised by UKAS (see ILAC website) for the work undertaken will be taken as evidence of competence as long as it can also demonstrate that it has knowledge of, and access to, any appropriate recommendation for use sheets and guidance papers endorsed by the European Commission. In the absence of such accreditation, a report will be accepted only when competence has been demonstrated to the satisfaction of SATRA, via an audit visit and, where judged necessary, check testing. Note, in either case if the laboratory is not a European Notified Body, SATRA may commission limited check testing on safety critical properties;
  - c) Innocuousness test data which has been requested in addition to that required by the main European Harmonised Standard or performance specification. These additional innocuousness tests (i.e. not detailed in the product standard) need not be carried out by SATRA or an ISO 17025 accredited facility but it will be necessary to submit actual test data (declarations of conformity are not acceptable).
  - d) Reports shall contain where possible the following information:
    - (i) sample references given in any test report shall be the same as those detailed in the technical file,
    - (ii) scanned or copied versions of a report may not be acceptable, in which case SATRA shall request that an original hard copy is provided,
    - (iii) reference to the manufacturer and manufacturing site(s),
    - (iv) identification of the organisation and personnel responsible for the test,
    - (v) identification of the product(s) in accordance with the relevant technical specification,
    - (vi) date(s) samples were received and the date(s) testing was undertaken,
    - (vii) details of samples received and the sampling procedure if applicable,
    - (viii) testing methods and procedures used according to the relevant technical specification,
    - (ix) the results of all testing carried out, including analysis of these where relevant,
    - (x) registration number of the Notified Body (when relevant),
    - (xi) signature of the person authorised to sign such test reports;
  - e) The Test Report shall indicate compliance of the product(s) with the relevant clauses of the harmonised standard (s).
- 4.2 Copies of all Test Reports used as part of the certification process must be sent to SATRA. Copies of Test Reports that form part of any on-going monitoring procedure should be retained by the manufacturer and made available on request.
- 4.3 All test reports submitted as part of the certification process shall, where applicable, include information relating to the use of uncertainty of measurement. When evaluating the suitability of results and reports SATRA will, where applicable to safety critical aspects of the product, take uncertainty of measurement into account. SATRA reserves the right to reject reports where the uncertainty of measurement cannot be determined for those tests/properties deemed by SATRA to be safety critical.
- 4.4 Where a technical file is required as part of the certification process then it shall include at least the following:
- a) name & address of the manufacturer;
  - b) name and address of the Authorised representative in the EU (if relevant);
  - c) full description(s) of the product(s) included within the technical file, including specifications, annotated drawings and comprehensive photographs of all styles;
  - d) full details of all materials and components used in the construction of the product (s) including specifications, and supplier details (name and postal address);
  - e) quality control procedures, and where appropriate, a copy of the ISO9001 certificate for the manufacturing site(s), this should include a description of the control and test facilities at the manufacturing site(s) that are in place in order to check compliance of production with the harmonized standards / technical specifications to ensure ongoing compliance;
  - f) details of proposed packaging and product marking, including label artwork;
  - g) copy (ies) of all applicable user information sheets, these shall comply with the requirements of the agreed product standard.
  - h) check list showing compliance with the applicable health and safety requirements, (EU Regulation 2016/425 for PPE)
  - i) all applicable test reports, references to materials on submitted test reports must correspond with those in the material specifications.



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## Application and certification agreement for EU Type-Examination against Regulation 2016/425

4.5 SATRA reserves the right to request additional supporting documentation including further testing, where the certification process becomes protracted.

### 5.0 Article 8 of the PPE Regulation (2016/405) – Obligations of manufacturers

5.1 When placing PPE on the market, manufacturers shall ensure that it has been designed and manufactured in accordance with the applicable essential health and safety requirements set out in Annex II.

5.2 Manufacturers shall draw up the technical documentation referred to in Annex III ('technical documentation') and carry out the applicable conformity assessment procedure referred to in Article 19 or have it carried out.

Where compliance of PPE with the applicable essential health and safety requirements has been demonstrated by the appropriate procedure, manufacturers shall draw up the EU declaration of conformity referred to in Article 15 and affix the CE marking referred to in Article 16.

5.3 Manufacturers shall keep the technical documentation and the EU declaration of conformity for 10 years after the PPE has been placed on the market.

5.4 Manufacturers shall ensure that procedures are in place for series production to remain in conformity with this Regulation. Changes in the design or characteristics of the PPE and changes in the harmonised standards or in other technical specifications by reference to which the conformity of the PPE is declared shall be adequately taken into account.

When deemed appropriate with regard to the risks presented by PPE, manufacturers shall, to protect the health and safety of consumers and other end-users, carry out sample testing of PPE made available on the market, investigate, and, if necessary, keep a register of complaints, of non-conforming PPE and PPE recalls, and shall keep distributors informed of any such monitoring.

5.5 Manufacturers shall ensure that the PPE which they place on the market bears a type, batch or serial number or other element allowing its identification, or, where the size or nature of the PPE does not allow it, that the required information is provided on the packaging or in a document accompanying the PPE.

5.6 Manufacturers shall indicate, on the PPE, their name, registered trade name or registered trade mark and the postal address at which they can be contacted or, where that is not possible, on its packaging or in a document accompanying the PPE. The address shall indicate a single point at which the manufacturer can be contacted. The contact details shall be in a language easily understood by end-users and market surveillance authorities.

5.7 Manufacturers shall ensure that the PPE is accompanied by the instructions and information set out in point 1.4 of Annex II in a language which can be easily understood by consumers and other end-users, as determined by the Member State concerned. Such instructions and information, as well as any labelling, shall be clear, understandable, intelligible and legible.

5.8 The manufacturer shall either provide the EU declaration of conformity with the PPE or include in the instructions and information set out in point 1.4 of Annex II the internet address at which the EU declaration of conformity can be accessed.

5.9 Manufacturers who consider or have reason to believe that PPE which they have placed on the market is not in conformity with this Regulation shall immediately take the corrective measures necessary to bring that PPE into conformity, to withdraw it or to recall it, as appropriate. Furthermore, where the PPE presents a risk, manufacturers shall immediately inform the competent national authorities of the Member States in which they made the PPE available on the market to that effect, giving details, in particular, of the non-conformity and of any corrective measures taken.

5.10 Manufacturers shall, further to a reasoned request from a competent national authority, provide it with all the information and documentation, in paper or electronic form, necessary to demonstrate the conformity of the PPE with this Regulation, in a language which can be easily understood by that authority. They shall cooperate with that authority, at its request, on any action taken to eliminate the risks posed by PPE which they have placed on the market.

For more information, please contact:

E-mail: [certification@satra.com](mailto:certification@satra.com)

website: [www.satraeurope.com](http://www.satraeurope.com)

**REGULATION (EU) 2016 /425  
ANNEX III – TECHNICAL DOCUMENTATION FOR  
PPE**

**TECHNICAL FILE**

**REFERENCE NUMBER:**

**IN ACCORDANCE WITH ANNEX III OF PPE REGULATION (EU) 2016/425**

**Covering PPE models: MD0120**

**CONTENTS**

Section 1	Company information
Section 2	Production details
Section 3	Risk Assessment
Section 4	Group and product descriptions
Section 5	Master material list
Section 6	Compliance with Annex II of Regulation (EU) 2016/425
Section 7	User Information and product marking
Section 8	Quality control procedures
Section 9	Test reports
	Informative Annex

*(This skeleton Technical File has been produced by SATRA for an authorised representative or manufacturer of Personal Protective Equipment (PPE) to either enter the missing information or use it as an example for guidance. Whichever option you choose, it is important to ensure that all the necessary information is given in a clear, concise and unambiguous format).*

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Technical File Ref:

**REGULATION (EU) 2016 /425**  
**ANNEX III – TECHNICAL DOCUMENTATION FOR PPE**

**SECTION 1 – COMPANY INFORMATION.**

COMPANY STRUCTURE

Dongguan Grinvald Technology Co., Ltd.

401 Building A 4th Floor, Dongguan Guangdong China 523000

**Plastic in SEMI-MEDICAL**

• As a full service for plastic processing, we handle all competences from development, product and tool design to production, assembly and packaging. In doing so, we can integrate the manufacture of molded the product with specification-compliant plastic solutions for every semi-medical area of application. The focus is on quality and reliability.

STATEMENT OF END USE OF PPE

Our customer in medical industrial :

- Pegasus Medical concept, INC.
- VEST Medical , Spain
- Medikal ,Australia

HARMONISED STANDARD(S) / SPECIFICATIONS TO BE APPLIED

EN ISO 21420:2020, EN ISO 374-1:2016+A1:2018, EN ISO 374-5:2016,

**DECLARATION OF INNOCUOUSNESS**

Other than those specified on the user instructions, the products covered by this technical file are not known to contain any materials or substances (including decomposition products) likely to harm the health or hygiene of the user or other person likely to come into contact with the product.

Signed:

  
*Authorized Signature(s)*

Position: OWNER and CEO

Date: 25 October 2020

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Technical File Ref:

For (*company name*)

**REGULATION (EU) 2016 /425**  
**ANNEX III – TECHNICAL DOCUMENTATION FOR PPE**

**SECTION 2 – PRODUCTION DETAILS**

PRODUCTION SITE 1	<b>Dongguan Grinvald Technology Co., Ltd</b>
Address:	401, Building #3, No 4 of Guangming New Village 2 Road, Dongguan City, Guangdong Province, China 523000
Products:	Examination gloves
PRODUCTION SITE 2	
Address:	
Products:	
PRODUCTION SITE 3	
Address:	
Products:	

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 Technical File Ref:

 For (*company name*)

**SECTION 3 – RISK ASSESSMENT**

What are the hazards?	What type of injury may occur?	Rate severity of hazard / injury? (IMPACT) (1 to 5 with 1 being least severe and 5 being most)	Rate the likelihood of the hazard or injury occurring? (PROBERBILITY) (1 to 5 with 1 being least likely and 5 being the most likely)	Severity x likelihood rating	What design considerations are applied to mitigate the risk	Residual risk after design considerations. (residual risk should be low)	Which standard is being applied to assess the level of protection afforded?
Fit, Size and dexterity that provides protection against slip and enhances ergonomics.	Hand fatigue, slip. Injuries like abrasion	1	3	1 x 3 = 3	Fit and Size as per hand size(10) so that it is a perfect match	Low	EN ISO 21420:2020
Infections / Allergies from Glove providing innocuousness	Rashes, redness	2	2	2 x 2 = 4	No use of AZO pigments, PAH, heavy metals, pH within range	Low	EN ISO 21420:2020
Hazardous substances and mixtures	Chemical burns	3	3	3 x 3=9	Permeation	Low	EN ISO 374-1:2016+A1:2018
Harmful biological agents	Diseases	3	3	3 x 3=9	Bacteria and fungi(Viruses)	Low	EN ISO 374-5:2016

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 Technical File Ref:

For (company name)

## KEY

**5x5 RISK MATRIX**

<b>PROBABILITY</b>	Highly Probable	5 Moderate	10 Major	15 Major	20 Severe	25 Severe
	Probable	4 Moderate	8 Moderate	12 Major	16 Major	20 Severe
	Possible	3 Minor	6 Moderate	9 Moderate	12 Major	15 Major
	Unlikely	2 Minor	4 Moderate	6 Moderate	8 Moderate	10 Major
	Rare	1 Minor	2 Minor	3 Minor	4 Moderate	5 Moderate
		Very Low	Low	Medium	High	Very High
		<b>IMPACT</b>				

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 Technical File Ref:

 For *(company name)*

**SECTION 4 – GROUP AND PRODUCT DESCRIPTIONS**

<b>Group Number</b>	N/A
<b>Product Standard</b>	<p>EN ISO 21420:2020 General requirements and test methods</p> <p>EN ISO 374-1:2016+A1:2018: Terminology and performance requirements for chemical risks</p> <p>EN ISO 374-5:2016 Terminology and performance requirements for micro-organisms risks</p> <p>EN 16523-1:2015+A1:2018 Permeation by potentially hazardous liquid chemicals under conditions of continuous contact</p> <p>ISO 16604:2004 Determination of resistance to penetration by blood borne pathogens</p>
<b>Product code / name</b>	<b>Product Description</b>
MD0120	Medcare Nitrile examination gloves, powder free, colour blue Size : S(6), M(7), L(8),XL(9)

Technical File Ref:

For (*company name*)



**PRODUCT DESCRIPTION**

Product available on size S, M , L and XL



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Technical File Ref:

For (*company name*)

**SECTION 5 – MASTER MATERIAL LIST**

<b>Material/ component</b>	<b>Supplier reference</b>	<b>Supplier name</b>	<b>Supplier address</b>	<b>Test report</b>
<b>DOTP,</b>	N/A	Shandong Hongxin Chemicals Co.,Ltd.	No. 10161, Xinhua Avenue, Zhoucun District, Zibo City, Shandong Province	
<b>Synthetic of liquid nitrile rubber</b>	N/A	Xinjiang Tianye Co., Ltd	No.36, Beisan East Road, Shihezi Economic and Technological Development Zone, Xinjiang Province	
Nitrile Latex, Acrylonitrile Butadiene Rubber Latex	N/A	Excelkos SDN. BHD	12 Soi Lasan, 34 Sukhumvit Road, Bangna, Bangkok Thailand 10260	
Pigment	N/A	Excelkos SDN. BHD	No 1, Jalan Utarid U5/14 Mutiara Subang, 40150 Shah Alam, Selangor, Malaysia	
Potassium hydroxide	N/A	Excelkos SDN. BHD	No 1, Jalan Utarid U5/14 Mutiara Subang, 40150 Shah Alam, Selangor, Malaysia	
Octocure 1807A				
Sulphur				
Zinc Oxide				
TiO2				

Technical File Ref:

For (company name)

**SECTION 6 – COMPLIANCE WITH PPE REGULATION (EU) 2016/425**  
**ANNEX II EHSR**

GENERAL REQUIREMENTS APPLICABLE TO ALL PPE PPE must provide adequate protection against the risks against which it is intended to protect. 1.1. Design principles 1.1.1. Ergonomics PPE must be designed and manufactured so that, in the foreseeable conditions of use for which it is intended, the user can perform the risk-related activity normally whilst enjoying appropriate protection of the highest level possible.	EN ISO 21420:2020 EN ISO 374-1:2016+A1:2018 EN ISO 374-5:2016
1.1.2. Levels and classes of protection 1.1.2.1. Optimum level of protection The optimum level of protection to be taken into account in the design is that beyond which the constraints imposed by the wearing of the PPE would prevent its effective use during the period of exposure to the risk or the normal performance of the activity.	EN ISO 21420:2020 EN ISO 374-1:2016+A1:2018 EN ISO 374-5:2016
1.1.2.2. Classes of protection appropriate to different levels of risk Where differing foreseeable conditions of use are such that several levels of the same risk can be distinguished, appropriate classes of protection must be taken into account in the design of the PPE.	EN ISO 21420:2020 EN ISO 374-1:2016+A1:2018 EN ISO 374-5:2016
1.2. Innocuousness of PPE 1.2.1. Absence of inherent risks and other nuisance factors PPE must be designed and manufactured so as not to create risks or other nuisance factors under foreseeable conditions of use.	EN ISO 21420:2020
1.2.1.1. Suitable constituent materials The materials of which the PPE is made, including any of their possible decomposition products, must not adversely affect the health or safety of users.	YES EN ISO 21420:2020 Clause 4.2
1.2.1.2. Satisfactory surface condition of all PPE parts in contact with the user Any part of the PPE that is in contact or is liable to come into contact with the user when the PPE is worn must be free of rough surfaces, sharp edges, sharp points and the like which could cause excessive irritation or injuries.	N/A
1.2.1.3. Maximum permissible user impediment Any impediment caused by PPE to the actions to be carried out, the postures to be adopted and sensory perceptions shall be minimised. Furthermore, use of the PPE must not engender actions which might endanger the user.	YES EN ISO 21420:2020 Clause 5.2
1.3. Comfort and effectiveness 1.3.1. Adaptation of PPE to user morphology PPE must be designed and manufactured in such a way as to facilitate its correct positioning on the user and to remain in place for the foreseeable period of use, bearing in mind ambient factors, the actions to be carried out and the postures to be adopted. For this purpose, it must be possible to adapt the PPE to fit the morphology of the user by all appropriate means, such as adequate adjustment and attachment systems or the provision of an adequate range of sizes.	N/A
1.3.2. Lightness and strength PPE must be as light as possible without prejudicing its strength and effectiveness. PPE must satisfy the specific additional requirements in order to provide adequate protection against the risks for which it is intended and PPE must be capable of withstanding environmental factors in the foreseeable conditions of use.	N/A
1.3.3. Compatibility of different types of PPE intended for simultaneous use If the same manufacturer places on the market several PPE models of different types in order to ensure the simultaneous protection of adjacent parts of the body, they must be compatible.	N/A
1.3.4. Protective clothing containing removable protector's Protective clothing containing removable protectors constitutes PPE and shall be assessed as a combination during conformity assessment procedures.	N/A
1.4. Manufacturer's instructions and information In addition to the name and address of the manufacturer, the instructions that must be supplied with the PPE must contain all relevant information on: (a) instructions for storage, use, cleaning, maintenance, servicing and disinfection. Cleaning, maintenance or disinfectant products recommended by manufacturers must have no adverse effect on the PPE or the user when applied in accordance with the relevant instructions; (b) performance as recorded during relevant technical tests to check the levels or classes of protection provided by the PPE; (c) where applicable, accessories that may be used with the PPE and the characteristics of appropriate spare parts; (d) where applicable, the classes of protection appropriate to different levels of risk and the corresponding limits of use; (e) where applicable, the month and year or period of obsolescence of the PPE or of certain of its components; (f) where applicable, the type of packaging suitable for transport; (g) the significance of any markings (see point 2.12); (h) the risk against which the PPE is designed to protect; (i) the reference to this Regulation and, where applicable, the references to other Union harmonisation legislation; (j) the name, address and identification number of the notified body or bodies involved in the conformity assessment of the PPE; (k) references to the relevant harmonised standard(s) used, including the date of the standard(s), or references to the other technical specifications used; (l) the internet address where the EU declaration of conformity can be accessed. The information referred to in points (i), (j), (k) and (l) need not be contained in the instructions supplied by the manufacturer if the EU declaration of conformity accompanies the PPE.	YES EN ISO 21420:2020 Clause 7.3 EN ISO374-1:2016+a1:2018 Clause 7 EN ISO 374-5:2016 Clause 7
2. ADDITIONAL REQUIREMENTS COMMON TO SEVERAL TYPES OF PPE	N/A

2.1. PPE incorporating adjustment systems If PPE incorporates adjustment systems, the latter must be designed and manufactured so that, after adjustment, they do not become undone unintentionally in the foreseeable conditions of use.	
2.2. PPE enclosing the parts of the body to be protected PPE must be designed and manufactured in a way that perspiration resulting from use is minimised. Otherwise it must be equipped with means of absorbing perspiration.	N/A
2.3. PPE for the face, eyes and respiratory system Any restriction of the user's face, eyes, field of vision or respiratory system by the PPE shall be minimised. The screens for those types of PPE must have a degree of optical neutrality that is compatible with the degree of precision and the duration of the activities of the user. If necessary, such PPE must be treated or provided with means to prevent misting-up. Models of PPE intended for users requiring sight correction must be compatible with the wearing of spectacles or contact lenses.	N/A
2.4. PPE subject to ageing If it is known that the design performance of new PPE may be significantly affected by ageing, the month and year of manufacture and/or, if possible, the month and year of obsolescence must be indelibly and unambiguously marked on each item of PPE placed on the market and on its packaging. If the manufacturer is unable to give an undertaking with regard to the useful life of the PPE, his instructions must provide all the information necessary to enable the purchaser or user to establish a reasonable obsolescence month and year, taking into account the quality level of the model and the effective conditions of storage, use, cleaning, servicing and maintenance. Where appreciable and rapid deterioration in PPE performance is likely to be caused by ageing resulting from the periodic use of a cleaning process recommended by the manufacturer, the latter must, if possible, affix a marking to each item of PPE placed on the market indicating the maximum number of cleaning operations that may be carried out before the equipment needs to be inspected or discarded. Where such a marking is not affixed, the manufacturer must give that information in his instructions.	YES EN ISO 21420:2020 Clause 4.3, 7.2.1.1 f & 7.2.2 g
2.5. PPE which may be caught up during use Where the foreseeable conditions of use include, in particular, the risk of the PPE being caught up by a moving object thereby creating a danger for the user, the PPE must be designed and manufactured in such a way that a constituent part will break or tear, thereby eliminating the danger.	N/A
2.6. PPE for use in potentially explosive atmospheres PPE intended for use in potentially explosive atmospheres must be designed and manufactured in such a way that it cannot be the source of an electric, electrostatic or impact-induced arc or spark likely to cause an explosive mixture to ignite.	N/A
2.7. PPE intended for rapid intervention or to be put on or removed rapidly Those types of PPE must be designed and manufactured in such a way as to minimise the time required for putting on and removing the equipment. Where PPE comprises fixing systems enabling the PPE to be maintained in the correct position on the user or removed, it must be possible to operate such systems quickly and easily.	
2.8. PPE for intervention in very dangerous situations The instructions supplied by the manufacturer with PPE for intervention in very dangerous situations must include, in particular, data intended for competent, trained persons who are qualified to interpret them and ensure their application by the user. The instructions must also describe the procedure to be adopted in order to verify that PPE is correctly adjusted and functional when worn by the user. Where PPE incorporates an alarm which is activated in the absence of the level of protection normally provided, the alarm must be designed and placed so that it can be perceived by the user in the foreseeable conditions of use.	N/A
2.9. PPE incorporating components which can be adjusted or removed by the user Where PPE incorporates components which can be attached, adjusted or removed by the user for replacement purposes, such components must be designed and manufactured so that they can be easily attached, adjusted and removed without tools.	N/A
2.10. PPE for connection to complementary equipment external to the PPE Where PPE incorporates a connexion system permitting its connection to other complementary equipment, the means of attachment must be designed and manufactured in such a way as to enable it to be mounted only on appropriate equipment.	N/A
2.11. PPE incorporating a fluid circulation system Where PPE incorporates a fluid circulation system, the latter must be chosen or designed and placed in such a way as to permit adequate fluid renewal in the vicinity of the entire part of the body to be protected, irrespective of the actions, postures or movements of the user under the foreseeable conditions of use.	N/A
2.12. PPE bearing one or more identification markings or indicators directly or indirectly relating to health and safety Where PPE bears one or more identification markings or indicators directly or indirectly relating to health and safety, those identification markings or indicators must, if possible, take the form of harmonised pictograms or ideograms. They must be perfectly visible and legible and remain so throughout the foreseeable useful life of the PPE. In addition, those markings must be complete, precise and comprehensible so as to prevent any misinterpretation. In particular, where such markings include words or sentences, the latter must be written in a language easily understood by consumers and other end-users, as determined by the Member State where the PPE is made available on the market. Where PPE is too small to allow all or part of the necessary marking to be affixed, the relevant information must be mentioned on the packaging and in the manufacturer's instructions.	YES EN ISO 21420:2020 Clause 7.2.1.1 d)-7.2.2 e) -7.3.5 EN ISO 374-1:2016+A1:2018 Clause 6 EN ISO 374-5:2016 Clause 6
2.13. PPE capable of signalling the user's presence visually PPE intended for foreseeable conditions of use in which the user's presence must be visibly and individually signalled must have one (or more) judiciously positioned means or devices for emitting direct or reflected visible radiation of appropriate luminous intensity and photometric and colorimetric properties.	N/A
2.14. Multi-risk PPE intended to protect the user against several potentially simultaneous risks must be designed and manufactured in such a way as to satisfy, in particular, the essential health and safety requirements specific to each of those risks.	YES EN ISO 21420:2020 EN ISO 374-1:2016+A1:2018 EN ISO 374-5:2016
3. ADDITIONAL REQUIREMENTS SPECIFIC TO PARTICULAR RISKS	N/A
3.1. Protection against mechanical impact	
3.1.1. Impact caused by falling or ejected objects and collisions of parts of the body with an obstacle PPE intended to protect against this type of risk must be sufficiently shock-absorbent to prevent injury resulting, in particular, from the crushing or penetration of the protected part, at least up to an impact-energy level above which the excessive dimensions or mass of the means of shock-absorption would preclude effective use of the PPE for the foreseeable period of wear.	

3.2. Protection against static compression of a part of the body PPE designed to protect a part of the body against static compressive stress must be sufficiently capable of attenuating its effects so as to prevent serious injury or chronic complaints.	N/A
3.3. Protection against mechanical injuries PPE constituent materials and other components designed to protect all or a part of the body against superficial injuries, such as abrasion, perforation, cuts or bites, must be chosen or designed and incorporated so as to ensure that those types of PPE provide sufficient resistance to abrasion, perforation and gashing (see also point 3.1) under the foreseeable conditions of use.	N/A
3.4. Protection in liquids 3.4.1. Prevention of drowning PPE designed to prevent drowning must be capable of returning to the surface as quickly as possible, without danger to health, a user who may be exhausted or unconscious after falling into a liquid medium, and of keeping the user afloat in a position which permits breathing while awaiting help. PPE may be wholly or partially inherently buoyant or may be inflated by gas which can be manually or automatically released, or inflated orally. Under the foreseeable conditions of use: (a) PPE must, without prejudice to its satisfactory operation, be capable of withstanding the effects of impact with the liquid medium and the environmental factors inherent in that medium; (b) inflatable PPE must be capable of inflating rapidly and fully. Where particular foreseeable conditions of use so require, certain types of PPE must also satisfy one or more of the following additional requirements: (a) they must have all the inflation devices referred to in the second subparagraph, and/or a light or sound- signalling device; (b) they must have a device for hitching and attaching the body so that the user may be lifted out of the liquid medium; (c) they must be suitable for prolonged use throughout the period of activity exposing the user, possibly dressed, to the risk of falling into the liquid medium or requiring the user's immersion in it.	N/A
3.4.2. Buoyancy aids Clothing intended to ensure an effective degree of buoyancy, depending on its foreseeable use, shall be safe when worn and afford positive support in the liquid medium. In foreseeable conditions of use, this PPE must not restrict the user's freedom of movement but must enable the user, in particular, to swim or take action to escape from danger or to rescue other persons.	N/A
3.5. Protection against the harmful effects of noise PPE intended to prevent the harmful effects of noise must be capable of attenuating the latter so that the exposure of the user does not exceed the limit values laid down by Directive 2003/10/EC of the European Parliament and of the Council (1). 31.3.2016 L 81/80 Official Journal of the European Union EN (1)Directive 2003/10/EC of the European Parliament and of the Council of 6 February 2003 on the minimum health and safety requirements regarding the exposure of workers to the risks arising from physical agents (noise) (Seventeenth individual Directive within the meaning of Article 16(1) of Directive 89/391/EEC) (OJ L 42, 15.2.2003, p. 38). Each item of PPE must bear labelling indicating the noise attenuation level provided by the PPE. Should that not be possible, the labelling must be fixed to the packaging.	N/A
3.6. Protection against heat and/or fire PPE designed to protect all or a part of the body against the effects of heat and/or fire must possess thermal insulation capacity and mechanical strength appropriate to the foreseeable conditions of use.	N/A
3.6.1. PPE constituent materials and other components Constituent materials and other components intended for protection against radiant and convective heat must possess an appropriate coefficient of transmission of incident heat flux and be sufficiently incombustible to preclude any risk of spontaneous ignition under the foreseeable conditions of use. Where the external surface of those materials and components must be reflective, the reflective power must be appropriate to the intensity of the heat flux due to radiation in the infrared range. Materials and other components of equipment intended for brief use in high-temperature environments and of PPE which may be splashed by hot products such as molten material must also possess sufficient thermal capacity to retain most of the stored heat until after the user has left the danger area and removed the PPE. PPE materials and other components which may be splashed by hot products must also possess sufficient mechanical-impact absorbency (see point 3.1). PPE materials and other components which may accidentally come into contact with flame and those used in the manufacture of industrial or fire-fighting equipment must also possess a degree of non-flammability and thermal or arc heat protection corresponding to the risk class associated with the foreseeable conditions of use. They must not melt when exposed to flames nor contribute to flame propagation.	N/A
3.6.2. Complete PPE ready for use Under the foreseeable conditions of use: (a) the quantity of heat transmitted by PPE to the user must be sufficiently low to prevent the heat accumulated during wear in the part of the body at risk from attaining, under any circumstances, the pain or health impairment threshold; (b) PPE must, if necessary, prevent liquid or steam penetration and must not cause burns resulting from contact between its protective integument and the user. If PPE incorporates refrigeration devices for the absorption of incident heat by means of liquid evaporation or solid sublimation, the design of such devices must be such that any volatile substances released are discharged beyond the outer protective integument and not towards the user. If PPE incorporates a breathing device, that device must adequately fulfil the protective function assigned to it under the foreseeable conditions of use. The manufacturer's instructions accompanying PPE intended for brief use in high-temperature environments must, in particular, provide all relevant data for the determination of the maximum permissible user exposure to the heat transmitted by the equipment when used in accordance with its intended purpose.	N/A
3.7. Protection against cold PPE designed to protect all or a part of the body against the effects of cold must possess thermal insulating capacity and mechanical strength appropriate to the foreseeable conditions of use for which it is intended.	N/A
3.7.1. PPE constituent materials and other components Constituent materials and other components suitable for protection against cold must possess a coefficient of transmission of incident thermal flux as low as required under the foreseeable conditions of use. Flexible materials and other components of PPE intended for use in a low-temperature environment must retain the degree of flexibility required for the necessary gestures and postures. PPE	N/A

materials and other components which may be splashed by cold products must also possess sufficient mechanical-impact absorbency (see point 3.1).	
3.7.2. Complete PPE ready for use Under the foreseeable conditions of use, the following requirements apply: (a) the flux transmitted by PPE to the user must be sufficiently low to prevent the cold accumulated during wear at any point on the part of the body being protected, including the tips of fingers and toes in the case of hands or feet, from attaining, under any circumstances, the pain or health impairment threshold; (b) PPE must as far as possible prevent the penetration of such liquids as rain water and must not cause injuries resulting from contact between its cold protective integument and the user. If PPE incorporates a breathing device, that device must adequately fulfil the protective function assigned to it under the foreseeable conditions of use. The manufacturer's instructions accompanying PPE intended for brief use in low-temperature environments must provide all relevant data concerning the maximum permissible user exposure to the cold transmitted by the equipment.	N/A
3.8. Protection against electric shock 3.8.1. Insulating equipment PPE designed to protect all or part of the body against the effects of electric current must be sufficiently insulated against the voltages to which the user is likely to be exposed under the most unfavourable foreseeable conditions. To this end, the constituent materials and other components of those types of PPE must be chosen or designed and incorporated so as to ensure that the leakage current measured through the protective integument under test conditions at voltages correlated with those likely to be encountered in situ is minimised and, in any event, below a maximum conventional permissible value which correlates with the tolerance threshold. Together with their packaging, PPE types intended exclusively for use during work or activities in electrical installations which are or may be under tension must bear markings indicating, in particular, their protection class or corresponding operating voltage, their serial number and their date of manufacture. A space must also be provided outside the protective integument of such PPE for the subsequent inscription of the date of entry into service and those of the periodic tests or inspections to be conducted. The manufacturer's instructions must indicate, in particular, the exclusive use for which those PPE types are intended and the nature and frequency of the dielectric tests to which they are to be subjected during their useful life.	N/A
3.8.2. Conductive equipment Conductive PPE intended for live working at high voltages shall be designed and manufactured in such a way as to ensure that there is no difference of potential between the user and the installations on which he is intervening.	N/A
3.9. Radiation protection 3.9.1. Non-ionising radiation PPE designed to prevent acute or chronic eye damage from sources of non-ionising radiation must be capable of absorbing or reflecting the majority of the energy radiated in the harmful wavelengths without unduly affecting the transmission of the innocuous part of the visible spectrum, the perception of contrasts and the ability to distinguish colours where required by the foreseeable conditions of use. To that end, eye protective equipment must be designed and manufactured so as to possess, for each harmful wavelength, a spectral transmission factor such that the radiant-energy illumination density capable of reaching the user's eye through the filter is minimised and under no circumstances exceeds the maximum permissible exposure value. PPE designed to protect the skin against non-ionising radiation must be capable of absorbing or reflecting the majority of the energy radiated in the harmful wavelengths. Furthermore, the glasses must not deteriorate or lose their properties as a result of the effects of radiation emitted under the foreseeable conditions of use and all marketed specimens must bear the protection-factor number corresponding to the spectral distribution curve of their transmission factor. Glasses suitable for radiation sources of the same type must be classified in the ascending order of their protection factors and the manufacturer's instructions must indicate, in particular, how to select the appropriate PPE taking into account the relevant conditions of use such as the distance from the source and the spectral distribution of the energy radiated at that distance. The relevant protection factor number must be marked on all specimens of filtering eye protective equipment by the manufacturer.	N/A
3.9.2. Ionising radiation 3.9.2.1. Protection against external radioactive contamination PPE constituent materials and other components designed to protect all or a part of the body against radioactive dust, gases, liquids or mixtures thereof must be chosen or designed and incorporated so as to ensure that this equipment effectively prevents the penetration of the contaminants under the foreseeable conditions of use. Depending on the nature or condition of these contaminants, the necessary leak-tightness can be provided by the impermeability of the protective integument and/or by any other appropriate means, such as ventilation and pressurisation systems designed to prevent the back-scattering of these contaminants. Any decontamination measures to which PPE is subject must not prejudice its possible reuse during the foreseeable useful life of those types of equipment.	N/A
3.9.2.2. Protection against external irradiation PPE intended to provide complete user protection against external irradiation or, failing this, adequate attenuation thereof, must be designed to counter only weak electron (e.g. beta) or weak photon (e.g. X, gamma) radiation. The constituent materials and other components of these types of PPE must be chosen or designed and incorporated so as to provide the degree of user protection required by the foreseeable conditions of use without leading to an increase in exposure time as a result of the impedance of user gestures, posture or movement (see point 1.3.2). PPE must bear a mark indicating the type and equivalent thickness of the constituent material(s) suitable for the foreseeable conditions of use.	N/A
3.10. Protection against substances and mixtures which are hazardous to health and against harmful biological agents 3.10.1. Respiratory protection PPE intended for the protection of the respiratory system must make it possible to supply the user with breathable air when exposed to a polluted atmosphere and/or an atmosphere having an inadequate oxygen concentration. The breathable air supplied to the user by PPE must be obtained by appropriate means, for example after filtration of the polluted air through PPE or by supply from an external unpolluted source. The constituent materials and other components of those types of PPE must be chosen or designed and incorporated so as to ensure appropriate user respiration and respiratory hygiene for the period of wear concerned under the	

foreseeable conditions of use. The leak-tightness of the facepiece and the pressure drop on inspiration and, in the case of the filtering devices, purification capacity must keep contaminant penetration from a polluted atmosphere low enough not to be prejudicial to the health or hygiene of the user. The PPE must bear details of the specific characteristics of the equipment which, in conjunction with the instructions, enable a trained and qualified user to employ the PPE correctly. In the case of filtering equipment, the manufacturer's instructions must also indicate the time limit for the storage of new filters kept in their original packaging.	
3.10.2. Protection against cutaneous and ocular contact PPE intended to prevent the surface contact of all or part of the body with substances and mixtures which are hazardous to health or with harmful biological agents must be capable of preventing the penetration or permeation of such substances and mixtures and agents through the protective integument under the foreseeable conditions of use for which the PPE is intended. To this end, the constituent materials and other components of those types of PPE must be chosen or designed and incorporated so as to ensure, as far as possible, complete leak-tightness, which will allow where necessary prolonged daily use or, failing this, limited leak-tightness necessitating a restriction of the period of wear. Where, by virtue of their nature and the foreseeable conditions of their use, certain substances and mixtures which are hazardous to health or harmful biological agents possess high penetrative power which limits the duration of the protection provided by the PPE in question, the latter must be subjected to standard tests with a view to their classification on the basis of their performance. PPE which is considered to be in conformity with the test specifications must bear a marking indicating, in particular, the names or, in the absence of the names, the codes of the substances used in the tests and the corresponding standard period of protection. The manufacturer's instructions must also contain, in particular, an explanation of the codes (if necessary), a detailed description of the standard tests and all appropriate information for the determination of the maximum permissible period of wear under the different foreseeable conditions of use.	Yes EN ISO 374-1:2016+A1:2018 Clause 5.2, 5.3, 5.4, EN ISO 374-5:2016 Clause 5.2,5.3,5.4,5.5
3.11. Diving equipment The breathing equipment must make it possible to supply the user with a breathable gaseous mixture, under foreseeable conditions of use and taking account in particular of the maximum depth of immersion. Where the foreseeable conditions of use so require, the diving equipment must comprise the following: (a) a suit which protects the user against cold (see point 3.7) and/or pressure resulting from the depth of immersion (see point 3.2); (b) an alarm designed to give the user prompt warning of an approaching failure in the supply of breathable gaseous mixture (see point 2.8); (c) a lifesaving device enabling the user to return to the surface (see point 3.4.1)	N/A

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 Technical File Ref:

For (company name)

**SECTION 7 –USER INFORMATION AND PRODUCT MARKING**

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Technical File Ref:

For (*company name*)



**SECTION 8 – QUALITY CONTROL PROCEDURES**

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Technical File Ref:

For (*company name*)

**SECTION 9 – TEST REPORTS**

<b>Product code or material reference</b>	<b>Standard / Clause</b>	<b>Report Number</b>
MD0120	EN ISO 21420:2020 EN ISO 374-2:2019	CHM0300498/2030/Issue 2
MD0120	EN ISO 374- 1:2016+A1:2018	CHM0302486/2038/JS/A
MD0120	EN ISO 374-5:2016	CHT0303908/2043
MD0120	EN ISO 21420: 2020 size & dexterity test, EN ISO 374-2: 2019 size XL(9)	CHT0305556/2048

Technical File Ref:

For (*company name*)

## **INFORMATIVE ANNEX**

The following is an extract from PPE Regulation (EU) 2016/425 Annex III which outlines the criteria of the Technical Documentation:

*“The technical documentation shall specify the means used by the manufacturer to ensure the conformity of the PPE with the applicable essential health and safety requirements referred to in Article 5 of the above Regulation and set out in Annex II.*

*The technical documentation shall include at least the following elements:*

- (a) a complete description of the PPE and of its intended use;*
- (b) an assessment of the risks against which the PPE is intended to protect;*
- (c) a list of the essential health and safety requirements that are applicable to the PPE;*
- (d) design and manufacturing drawings and schemes of the PPE and of its components, sub-assemblies and circuits;*
- (e) the descriptions and explanations necessary for the understanding of the drawings and schemes referred to in point (d) and of the operation of the PPE;*
- (f) the references of the harmonised standards referred to in Article 14 that have been applied for the design and manufacture of the PPE. In the event of partial application of harmonised standards, the documentation shall specify the parts which have been applied;*
- (g) where harmonised standards have not been applied or have been only partially applied, descriptions of the other technical specifications that have been applied in order to satisfy the applicable essential health and safety requirements;*
- (h) the results of the design calculations, inspections and examinations carried out to verify the conformity of the PPE with the applicable essential health and safety requirements;*
- (i) reports on the tests carried out to verify the conformity of the PPE with the applicable essential health and safety requirements and, where appropriate, to establish the relevant protection class;*
- (j) a description of the means used by the manufacturer during the production of the PPE to ensure the conformity of the PPE produced with the design specifications;*
- (k) a copy of the manufacturer's instructions and information set out in point 1.4 of Annex II;*
- (l) for PPE produced as a single unit to fit an individual user, all the necessary instructions for manufacturing such PPE on the basis of the approved basic model;*
- (m) for PPE produced in series where each item is adapted to fit an individual user, a description of the measures to be taken by the manufacturer during the fitting and production process to ensure that each item of PPE complies with the approved type and with the applicable essential health and safety requirements. “*

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Technical File Ref:

For (company name)



USER INFORMATION

CE 2777

These products are classed as Category III Personal Protective Equipment (PPE) by the European PPE REGULATION 2016/425 and have been shown to comply with this Regulation through the Harmonised European Standard(s): EN ISO 21420:2020, EN ISO 374-1:2016+A1:2018, EN ISO 374-5:2016



**Product reference:** MD0120  
**Sizes available** S(6), M(7), L(8) , XL(9)

**Intended Use:**

**Personal protective equipment that are used to protect the wearer and/or the patient from the spread of infection or illness during medical procedures and examinations. gloves are disposable for one time use only" this is intended use.**

Performance and limitation of use –This product has been tested and achieved the following performance levels:

**Classification:**

<b>EN ISO 374-1:2016+A1:2018 /Type C</b>	<b>Level</b>	<b>EN ISO 374-4:2019 Degradation %</b>	<b>EN ISO 374-1/Type C</b>
40% Sodium Hydroxide (K)	6	-18.0	
<b>EN ISO 374-5:2016</b>			<b>EN ISO 374-5:2016</b>
Protection against Bacteria and Fungi	<b>Pass</b>		
Protection against Viruses	<b>Pass</b>		<b>Virus</b>

EN ISO 374-1:2016+A1:2018 Permeation levels are based on breakthrough times as follows:

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

EN ISO 374-4:2019 Degradation results indicate the change in puncture resistance of the gloves after exposure to the challenge chemical:

EN ISO 374-5:2016 The penetration resistance has been assessed under laboratory conditions and relates only to the tested specimen.”

“This information does not reflect the actual duration of protection in the workplace and the differentiation between mixtures and pure chemicals”

“The chemical resistance has been assessed under laboratory conditions from samples taken from the palm only (except in cases where the glove is equal to or over 400 mm - where the cuff is tested also) and relates only to the chemical tested. It can be different if the chemical is used in a mixture.”

“It is recommended to check that the gloves are suitable for the intended use because the conditions at the workplace may differ from the type test depending on temperature, abrasion and degradation.”

“When used, protective gloves may provide less resistance to the dangerous chemical due to changes in physical properties. Movements, snagging, rubbing, degradation caused by the chemical contact etc. may reduce the actual use time significantly. For corrosive chemicals, degradation can be the most important factor to consider in selection of chemical resistant gloves”

“Before usage, inspect the gloves for any defect or imperfections.”

Storage and transport: When not in use, store the product in a well-ventilated area away from extremes of temperature

Glove performance quoted is based on laboratory data and may not reflect the actual duration of protection in the workplace due to other factors influencing the performance such as temperature, abrasion, degradation etc.)

The glove does not contain any substances that are known to cause allergies.

The Gloves have no mechanical protection offered.

For single use only, do not littering.

Check for damage before use, do not use damaged gloves

Donning:

1. Remove all hand and wrist jewelry, and wash the hands before donning.
2. Place the gloves on the prepared work surface.
3. The user puts a glove on his/her dominant hand by grabbing it with the other hand, remembering to only touch the inside of the gloves, and slipping it over the dominant hand until it reaches finger level.
4. The wearer uses the gloved dominant hand to slip the other glove onto the non-dominant hand.
5. Once both gloves are on, the users can touch the outside of the gloves to ensure a proper fit

Doffing:

1. Using the dominant hand, users start by grabbing the outside of the glove on the non-dominant hand on the palm side near the cuff.
2. Pull the glove off the non-dominant hand and place it in the gloved hand, balling it up.
3. Slip two fingers under the cuff of the other hand glove and carefully peel it off the hand without touching the wrist, turning the remaining glove inside out as it is removed and in turn encasing the first glove.
4. The gloves can be disposed.

The DoC(declaration of conformity) will be shown on website: <https://medcaregloves.com/>

Notified Body responsible for certification and ongoing conformity:

SATRA Technology Europe Ltd

Bracetown Business Park

Clonee, Dublin

D15 YN2P, Ireland ( CE 2777 )

Product manufactured by : Dongguan Grinvald Technology Co., Ltd.

401 Building A 4th Floor, Dongguan Guangdong China 523000



## EU DECLARATION OF CONFORMITY

1)

Company Name:	Dongguan Grinvald Technology Co., Ltd.
Address:	401 Building A 4th Floor, Dongguan Guangdong China 523000
Product code:	MD0120

2) This declaration of conformity is issued under the sole responsibility of the manufacturer:

Company Name:	Dongguan Grinvald Technology Co., Ltd.
Address:	401 Building A 4th Floor, Dongguan Guangdong China 523000

3) insert description of the object of declaration



4) The object of the declaration described in point 3 is in conformity with the relevant Union harmonisation legislation: Regulation (EU) 2016/425

5) References to the relevant harmonised standards used, including the date of the standard or references to the other technical specification, including the date of the specification, in relation to which conformity is declared:

Standards/ Technical Specifications applied	EN ISO 21420:2020
	EN ISO 374-1:2016+A1:2018
	EN ISO 374-5:2016

6) Where applicable, the notified body SATRA Technology Europe Ltd, Bracetown Business Park, Clonee, Dublin 15D15 YN2P Ireland Tel: +00353 (0) 1 437 2484; Notified

Body Number: 2777 performed the EU examination (Module B) and issued the EU type-examination certificate

7)Where applicable, the PPE is subject to the conformity assessment procedure (either conformity to type based on internal production control plus supervised product checks at random intervals (module C2) or conformity to type based on quality assurance of the production process (module D). under surveillance of the notified body: SATRA Technology Europe Ltd, Bracetown Business Park, Clonee, Dublin 15D15 YN2PIreland Tel:+00353 (0) 1 437 2484; Notified Body Number: 2777)

8)Additional information

Signed for and on behalf of	Dongguan Grinvald Technology Co., Ltd.
Date of issue	2 November 2020
Name, function	 <i>Authorized Signature(s)</i>

It is optional for the manufacturer to assign a number to the declaration of conformity.



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<b>Certificate Number:</b>		<b>Client Number:</b>	
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**CERTIFICATION OF PRODUCTS OF CATEGORY III, PPE REGULATIONS 2016/425  
MODULE C2 CONTROL SYSTEM FOR SUPERVISED PRODUCT CHECKS**

<b>Products / Groups Covered: MD0120 MEDCARE Examination glove</b>	
Dongguan Grinvald Technology Co., Ltd.	
401 Building A 4th Floor, Dongguan Guangdong China 523000	
<p>A client cannot place on the European market or bring into service any item of category III product without having first established a formal agreement with a nominated Notified Body to undertake on-going monitoring as detailed by Module C2 or Module D of the PPE Regulations (2016/425). Completion of this form will be considered as entering into such an agreement with SATRA. Permission to use SATRA's notified body number after the CE mark is contingent on a Module C2 or Module D agreement being in place.</p>	
<b>The Module C2 Assessment shall include the following:</b>	
<b>a)</b>	The manufacturer shall take all necessary measures so that the manufacturing process and its monitoring ensure the homogeneity of production and conformity of the manufactured PPE with the type described in the EU type examination certificate and with the applicable requirements of the PPE Regulation (2016/425) <b>and</b>
<b>b)</b>	The Notified Body shall carry out product checks in order to identify the homogeneity of production and the conformity with the type described in the EU type-examination certificate and with the applicable essential health and safety requirements. These product checks are detailed below:
<b>(i)</b>	The product checks shall be carried out at least once per year, at random intervals determined by the Notified Body. The first product checks shall be carried out no more than one year after the date of issue of the EU type-examination certificate.
<b>(ii)</b>	An adequate statistical sample of the manufactured PPE shall be selected by the Notified Body at a place agreed between the body and the manufacturer. All items of PPE of the sample shall be examined, and appropriate tests set out in the relevant harmonised standard(s) and/or equivalent tests set out in other relevant technical specifications shall be carried out in order to verify the conformity of the PPE with the type described in the EU type-examination certificate and with the applicable essential health and safety requirements.
<b>(iii)</b>	Where the Notified Body carrying out the Module C2 assessment is not the body that issued the relevant EU type-examination certificate, it shall contact that body in the event of difficulties in connection with the assessment of the conformity of the sample.
<b>(iv)</b>	The acceptance sampling procedure to be applied is intended to determine whether the manufacturing process ensure the homogeneity of production and performs within acceptable limits, with a view to ensuring conformity of the sample.
<b>(v)</b>	If the examination and testing reveal that the production is not homogenous, or that the PPE does not comply with the type described in the EU type-examination certificate or with the applicable essential health and safety requirements, the notified body shall take measures appropriate to the fault(s) recorded and inform the notifying authority thereof.
<b>(vi)</b>	The notified body shall provide the manufacturer with a test report. The manufacturer shall keep the test report at the disposal of the national authorities for 10 years after the PPE has been placed on the market.
<p>SATRA shall therefore require access to the manufacturing site (s) or the distribution / wholesale site of the certificate holder, no less frequently than once per year in order to select samples of the certified product range for audit testing. Where considered necessary, SATRA will also require information on production levels and batch numbers to enable sample sizes to be determined. Testing will be carried out to check the consistency of production compared with the samples tested during type approval.</p>	



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 D15 YN2P, Ireland.  
 Tel: +441536410000  
 email: info@satra.com  
 www. satraurope.com

## Annex VII Module C2 Agreement

### CERTIFICATION OF PRODUCTS OF CATEGORY III, PPE REGULATIONS 2016/425 MODULE C2 CONTROL SYSTEM FOR SUPERVISED PRODUCT CHECKS (CONTINUED)

The Client agrees to comply with the Module C2 Assessment for on-going product and / or material testing.

**NOTE:**

Where a product falls within the scope of CAT III, an EU Type Examination Certificate shall not be issued to the Client until a signed and completed Module C2 or Module D agreement has been received by SATRA.

In addition, the Client agrees to pay all test fees and other expenses incurred by SATRA in carrying out the Module C2 Assessment.

Failure to comply with the conditions on this form may result in suspension or withdrawal of the type approval certificate(s) associated with the products / groups listed on Page 1.

The manufacturer's obligations may be fulfilled by his authorised representative, on his behalf and under his responsibility, provided that they are specified in the mandate. An authorised representative may not fulfil the manufacturer's obligations set out in point a).


**Please note that in the case of non-homogeneity or non-conformity, SATRA shall be required to notify the Irish Authorities.**

#### DECLARATIONS

1	I hereby declare that an application for Module C2 agreement in respect of this/these product(s) has NOT been made to any other Notified Body under the terms of EU Regulation 2016/425.
2	Where the chosen body detailed here is not the body which carried out the EU type-examination I agree to provide both the technical documentation (as described in Annex III of the Regulations (2016/425) and a copy of the EU type examination certificate for this/these product(s)
3	I confirm that I have read, understood and agree to abide by the content of the SATRA Certification Agreement included as appendix 1 of this document.
4	I hereby declare that SATRA have not been involved in the design process for the products listed above.
5	I agree to comply with all the obligations of a manufacturer as detailed in Article 8 of Regulation (EU) 2016/425 (and as copied out under section 5 of the certification agreement).

<b>Name of Manufacturer:</b>	Dongguan Grinvald Technology Co., Ltd.
<b>Address:</b>	401 Building A 4th Floor, Dongguan Guangdong China 523000
<b>Name of Authorised Representative (if applicable)</b>	
<b>Address:</b>	

#### Client Sign-Off

Print Name	Position	Signature	Date
Anna Roxana Grinvald	Owner and CEO	 Authorized Signature(s)	02/12/2020

#### SATRA Sign-Off

Print Name	Position	Signature	Date
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## Appendix 1 – Certification agreement

### 1. General

- 1.1 By signing the Application Form (PPE Doc 10), the applicant (hereafter known as the ‘Client’) shall accept the application and Certification Agreement as a legally binding contract between SATRA Technology Europe Ltd (hereafter referred as ‘SATRA’) and the ‘Name of company’ as stated in the ‘Applicant Details’ on Page 1 of the Application Form (PPE Doc 10).
- 1.2 EU Type Examination work will not be carried out for any Client until a fully completed and signed Application Form (and Certification Agreement) has been received by SATRA.
- and or reinstatement of a certificate
  - Reassessment due to changes in the management system or products certified
  - Compliance with any subpoena for documents or testimony relating to activities undertaken by SATRA

### 2. Client Responsibilities

#### The Client shall:

- 2.1 Undertake to pay all agreed fees and costs charged in conjunction with this application and where applicable to provide free of charge any samples required for testing purposes.
- Additional fees may be incurred for work not included within the quote provided and for work required where non-conformances are identified. These may include, without limitation, costs arising from:
- Repeats of any part of the certification, due to the registration procedures and rules not being met
  - Additional work due to suspension, withdrawal and or reinstatement of a certificate
  - Reassessment due to changes in the management system or products certified
  - Compliance with any subpoena for documents or testimony relating to activities undertaken by SATRA
- 2.2 Inform SATRA, without delay, of any changes that may affect its ability to conform with the certification requirements, including changes significantly affecting the product’s design or specification, or changes in the standards to which compliance of the product is relevant, or in the case of any other information indicating that the product may no longer comply with the requirements of the certification scheme.

NOTE: Examples of changes may include the following:

- the legal, commercial, organisational status or ownership,
- organisation and management (e.g. key managerial or technical staff),
- modifications to the product or the production method,
- contact address and manufacturing sites,
- major changes to the quality management system.

Where changes have taken place, the Client shall not release CE-marked products until the appropriate changes to the certified product, as agreed by SATRA and the Client, have been implemented.

- 2.3 Where applicable, provide access to certified products for surveillance activities.
- 2.4 Ensure that the certified product shall continue to fulfill the requirements of the product certification (e.g. levels or classifications achieved as part of the certification process).
- 2.5 Make all necessary arrangements for:
- the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and the Client’s subcontractors;
  - the investigation of complaints;
  - the participation of observers, if applicable.

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- 2.6 Provide any applicable information regarding known or potential hazards likely to be encountered by SATRA personnel as a result of handling or coming in to contact with submitted samples or during visits in order to allow SATRA to comply with Health and Safety legislation
- 2.7 Take all steps necessary to ensure that the manufacturing process, including the final inspection of PPE and tests, ensures the homogeneity of production and the conformity of PPE with the type described in the Type Examination Certificate and with the relevant basic requirements of the PPE Regulation.
- 2.8 Ensure that any claims regarding certified products are consistent with the scope of product certification with respect to the identification of:
- a) the product(s), process (es) or services(s) for which the certification is granted;
  - b) the applicable certification scheme; and,
  - c) the standard(s) and other normative document(s) (including date of publication) to which the product(s); process(es) or service(s) has been judged to comply.
- 2.9 Not use its product certification in such a manner as to bring SATRA into disrepute and does not make any statement regarding its product certification that SATRA may consider misleading or unauthorised.
- 2.10 Upon suspension, withdrawal, or termination of certification, the Client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure.
- 2.11 Only provide copies of the certification documents to others, if the documents are reproduced in their entirety.
- 2.12 In making reference to its product certification in communication media such as documents, brochures or advertising, the Client complies with the requirements of SATRA or as specified by the certification scheme.
- 2.13 Comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product. These being:
- 2.13.1 The CE Mark can only be applied to stationery and publicity material which relates to the products for which certification has been granted. This can include the internet, brochures, advertisements etc. We would advise any Client to contact us prior to printing if there is any doubt regarding the intended use. The misuse of the CE or other marks could result in the issue of a requirement to withdraw offending items.
  - 2.13.2 Where possible the minimum height of the CE mark must be no less than 5mm and shall only be increased in proportion.
  - 2.13.3 The CE or other mark may not be used in any way that may be interpreted as misleading nor shall the client make any misleading statements regarding its certification
  - 2.13.4 The use of SATRA's Notified Body number after the CE mark is restricted to those products defined as Category III Products and where SATRA is responsible for Module C2 or Module D. However, it may be used on user information of all certified products as a means of identifying SATRA as the type approval body and the Module C2 or D body.
  - 2.13.5 Upon suspension or withdrawal of its certification, The Client shall discontinue its use of the CE mark as directed by SATRA and shall amend all advertising matter when the scope of registration has been reduced. The Client shall ensure that the CE or other marks are not used in such a manner that would bring SATRA into disrepute and lose public trust.
- 2.14 Uses certification only to indicate that products are certified as being in conformity with specified standards.
- 2.15 Shall confirm that the samples submitted for any testing required as part of the certification process shall be representative of the product to be certified in respect of all its characteristics taken together, and be made from production tools and assembling methods used for the production run.
- 2.16 Retains a record of all non-conformities and complaints relating to certification requirements of the certified product(s) and makes these records available to SATRA when requested, and:
- a) takes appropriate action with respect to such complaints about any deficiencies found in products that affect compliance with the requirements for certification;
  - b) documents the action taken.

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- 2.17 Retain the EU Certificate of Conformity (or a copy of it) for a minimum of 10 years after the product to which it relates is last placed on the market

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### 3. SATRA Responsibilities

- 3.1 SATRA shall inform the Client of any changes that may affect the validity of the product certification.
- 3.2 After confirming the acceptance of the application, the SATRA Assessor shall discuss and agree with the Client the responsibility for carrying out the various tasks according to the requirements of Annex II of Annex II of EU Regulation 2016/425 as applicable. Where testing is required this shall be carried out in accordance with SATRA Technology Centre Limited's ISO 17025 Quality system and procedures. SATRA reserves the right to sub-contract testing, where this is required then this shall be agreed with the Client.
- 3.3 SATRA shall carry out the certification process against an agreed product standard (s) or specification (s) where possible. The normal route shall be to use an English language version of the appropriate European Harmonised standard. National forewords to such standards will not normally be taken into account unless specifically requested by the Client. Other standards or technical specifications may be used, where this is deemed necessary then it shall be by mutual agreement with the Client. Whichever option is chosen it shall satisfy all the relevant requirements of PPE Regulation. This shall also include appropriate test data to demonstrate that the materials used to construct the products do not contain substances that may cause harm and that they are in compliance with the current requirements of all applicable product standards as well as the current version of Annex XVII of the EU REACH Regulation (1907/2006).
- 3.4 SATRA shall retain copies of technical files for a minimum of 10 years after the product is last placed on the market and/or the EU Type Examination certificate is cancelled, withdrawn or expires, whichever comes sooner. These shall be made available to the Surveillance Authorities upon demand.
- 3.5 Where re issue of an existing certificate is requested, the Assessor shall send the Client an appropriate application form for completion and return. On return of the completed application form, the Assessor shall make a decision on whether reduced Certification Procedures may be undertaken and shall document the decision.
- 3.6 Where an extension to an existing certificate is requested, the Assessor shall send the Client an appropriate application form for completion and return.
- 3.7 Where SATRA becomes aware that a registered Client has misused a certificate, schedule, logo or accreditation mark, the Client shall be required to ensure that the misuse is rectified. Incorrect references to the certification system or misleading use of information found in advertisements, catalogues etc. shall be dealt by suitable means including corrective action, publication of the transgression and, if necessary, legal action.
- 3.8 Suspension, termination and withdrawal of certificates
- 3.9.1 Where a certificate is suspended, terminated or withdrawn then the Client has the right to appeal. The appeal shall be received in writing, by the Product Certification Manager, within twenty-eight working days of the Client having being informed of the intention to suspend, withdraw or terminate the certificate.
- 3.9.2 The outcome of an appeal shall be final and binding on both parties and no counter claim by either party shall be accepted. Where an appeal is successful, the Clients costs may be reimbursed at the discretion of the Product Certification Coordination Committee.
- 3.9.3 Suspension of certificates
- 3.9.3.1 A Clients EU Type Examination Certificate may be suspended for the following reasons:
- Contravention of SATRA's rules and regulations relating to product certification;
  - Where effective corrective action is not implemented within an agreed timescale against a major non-compliance found during a surveillance visit.
  - Where significant non-homogeneity is highlighted during on-going surveillance.
- 3.9.3.2 SATRA shall inform the Client in writing that their certificate has been suspended, the reason(s) for the suspension and the actions required to reinstate the certificate.
- 3.9.3.3 If product certification is reinstated after suspension, SATRA shall make all necessary modifications to formal product certification documents, public information, authorisations for use of marks, etc., in order to ensure all appropriate indications, exist that the product continues to be certified.
- 3.9.3.4 If a decision to reduce the scope of product certification is made as a condition of reinstatement, SATRA shall make all necessary modifications to formal product certification documents, public information, authorisations for use of marks, etc., in order to



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## Annex VII Module C2 Agreement

ensure the reduced scope of product certification is clearly communicated to the Client and clearly specified in product certification documentation and public information.

### 3.9.4 Withdrawal or termination of certificates

#### 3.9.4.1 A certificate shall be withdrawn or terminated if:

- It is found that a condition of manufacture, design, materials or packaging have been changed and therefore no longer comply with the requirements of the Directive or Regulation as applicable.
- The Client fails to settle their financial obligations to SATRA,
- The Client fails to effectively implement the actions agreed following the suspension of a certificate,
- Actions taken by the Client in the course of their business activities that would bring SATRA and / or the Product Certification Scheme into disrepute,
- The Client does not wish to continue with certification,
- The Client goes out of business.

3.9.4.2 SATRA shall inform the Client in writing that their certificate has been withdrawn or terminated, the reason(s) for the withdrawal or termination and any actions required.

3.9.4.3 SATRA shall inform the appropriate notifying authority when a Client's certificate has been withdrawn or terminated.

### 3.10 Confidentiality

3.10.1 The results of Product Certification activities shall be treated by SATRA as confidential. Results obtained shall only be passed to third parties with the permission of the Client that originally commissioned it, with the exception of requests from enforcement and surveillance authorities.

### 3.11 Complaints and Appeals

3.11.1 Upon receipt of a complaint or an appeal which relates to product certification activities, the SATRA Product Certification Coordinator or Manager or their nominated deputy shall deal with it in accordance with SATRA's complaints and appeals procedure.

3.11.2 Where the complaint or appeal relates to the on-going conformity of a product certified by SATRA, it is possible that any agreed remedial actions may involve recalling non-compliant products in which case SATRA shall require documented evidence of such a recall.

3.11.3 Complainants raising issues regarding a) products not being CE-marked when they should be or b) EU Type Examination certificates issued by other Notified Bodies shall be directed to the appropriate enforcement authority.

3.11.4 SATRA shall only accept written appeals received within twenty-eight days of the client being informed of the decision that gave rise to the appeal.

3.11.5 Full details of the SATRA Complaints and Appeals procedure are available on request.

3.12 SATRA shall retain in its archive for the period required by the relevant accreditation body all materials relating to the certificate. After which SATRA shall dispose of said materials unless instructed otherwise by the Client. All fees for carrying out such instructions will be invoiced to the Client.

## 4.0 SATRA Requirements

4.1 Any test reports submitted to SATRA in support of EU type examination shall meet the following criteria:

- a) The report shall be dated no earlier than 5 years (60 months) before the date of the signature on the SATRA application form for EU type examination applications. Reports older than 5 years (60 months) will be rejected; in some cases, SATRA may accept reports that are more than 5 years (60 months) old if the client is able to provide additional supporting documentation, such as more recent check test data;
- b) Where not undertaken by SATRA, all testing and reporting shall be carried out by a laboratory considered as being competent to conduct the work. Accreditation of a laboratory to ISO 17025 by a National Accreditation Body that is recognised by UKAS (see ILAC website) for the work undertaken will be taken as evidence of competence as long as it can also demonstrate that it has knowledge of, and access to, any appropriate recommendation for use sheets and guidance papers endorsed by the European Commission. In the absence of such accreditation, a report will be accepted only when competence has been demonstrated to the satisfaction of SATRA, via an audit visit and, where judged necessary, check

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- testing. Note, in either case if the laboratory is not a European Notified Body, SATRA may commission limited check testing on safety critical properties;
- c) Innocuousness test data which has been requested in addition to that required by the main European Harmonised Standard or performance specification. These additional innocuousness tests (i.e. not detailed in the product standard) need not be carried out by SATRA or an ISO 17025 accredited facility but it will be necessary to submit actual test data (declarations of conformity are not acceptable).
- d) Reports shall contain where possible the following information:
- (i) sample references given in any test report shall be the same as those detailed in the technical file,
  - (ii) scanned or copied versions of a report may not be acceptable, in which case SATRA shall request that an original hard copy is provided,
  - (iii) reference to the manufacturer and manufacturing site(s),
  - (iv) identification of the organisation and personnel responsible for the test,
  - (v) identification of the product(s) in accordance with the relevant technical specification,
  - (vi) date(s) samples were received and the date(s) testing was undertaken,
  - (vii) details of samples received and the sampling procedure if applicable,
  - (viii) testing methods and procedures used according the relevant technical specification,
  - (ix) the results of all testing carried out, including analysis of these where relevant,
  - (x) registration number of the Notified Body (when relevant),
  - (xi) signature of the person authorised to sign such test reports;
- e) The Test Report shall indicate compliance of the product(s) with the relevant clauses of the harmonised standard (s).
- 4.2 Copies of all Test Reports used as part of the certification process must be sent to SATRA. Copies of Test Reports that form part of any on-going monitoring procedure should be retained by the manufacturer and made available on request.
- 4.3 All test reports submitted as part of the certification process shall, where applicable, include information relating to the use of uncertainty of measurement. When evaluating the suitability of results and reports SATRA will, where applicable to safety critical aspects of the product, take uncertainty of measurement into account. SATRA reserves the right to reject reports where the uncertainty of measurement cannot be determined for those tests/properties deemed by SATRA to be safety critical.
- 4.4 Where a technical file is required as part of the certification process then it shall include at least the following:
- a) name & address of the manufacturer;
  - b) name and address of the Authorised representative in the EU (if relevant);
  - c) full description(s) of the product(s) included within the technical file, including specifications, annotated drawings and comprehensive photographs of all styles;
  - d) full details of all materials and components used in the construction of the product (s) including specifications, and supplier details (name and postal address);
  - e) quality control procedures, and where appropriate, a copy of the ISO9001 certificate for the manufacturing site(s), this should include a description of the control and test facilities at the manufacturing site(s) that are in place in order to check compliance of production with the harmonized standards / technical specifications to ensure ongoing compliance;
  - f) details of proposed packaging and product marking, including label artwork;
  - g) copy (ies) of all applicable user information sheets, these shall comply with the requirements of the agreed product standard.
  - h) check list showing compliance with the applicable health and safety requirements, (EU Regulation 2016/425 for PPE)
  - i) all applicable test reports, references to materials on submitted test reports must correspond with those in the material specifications.
- 4.5 SATRA reserves the right to request additional supporting documentation including further testing, where the certification process becomes protracted.



	<p>SATRA Technology Europe Limited          Bracetown Business Park          Clonee,          D15 YN2P, Ireland.          Tel: +441536410000          email: <a href="mailto:info@satra.com">info@satra.com</a>  <a href="http://www.satraeurope.com">www.satraeurope.com</a></p>	<p style="text-align: center;"><b>Annex VII Module C2          Agreement</b></p>
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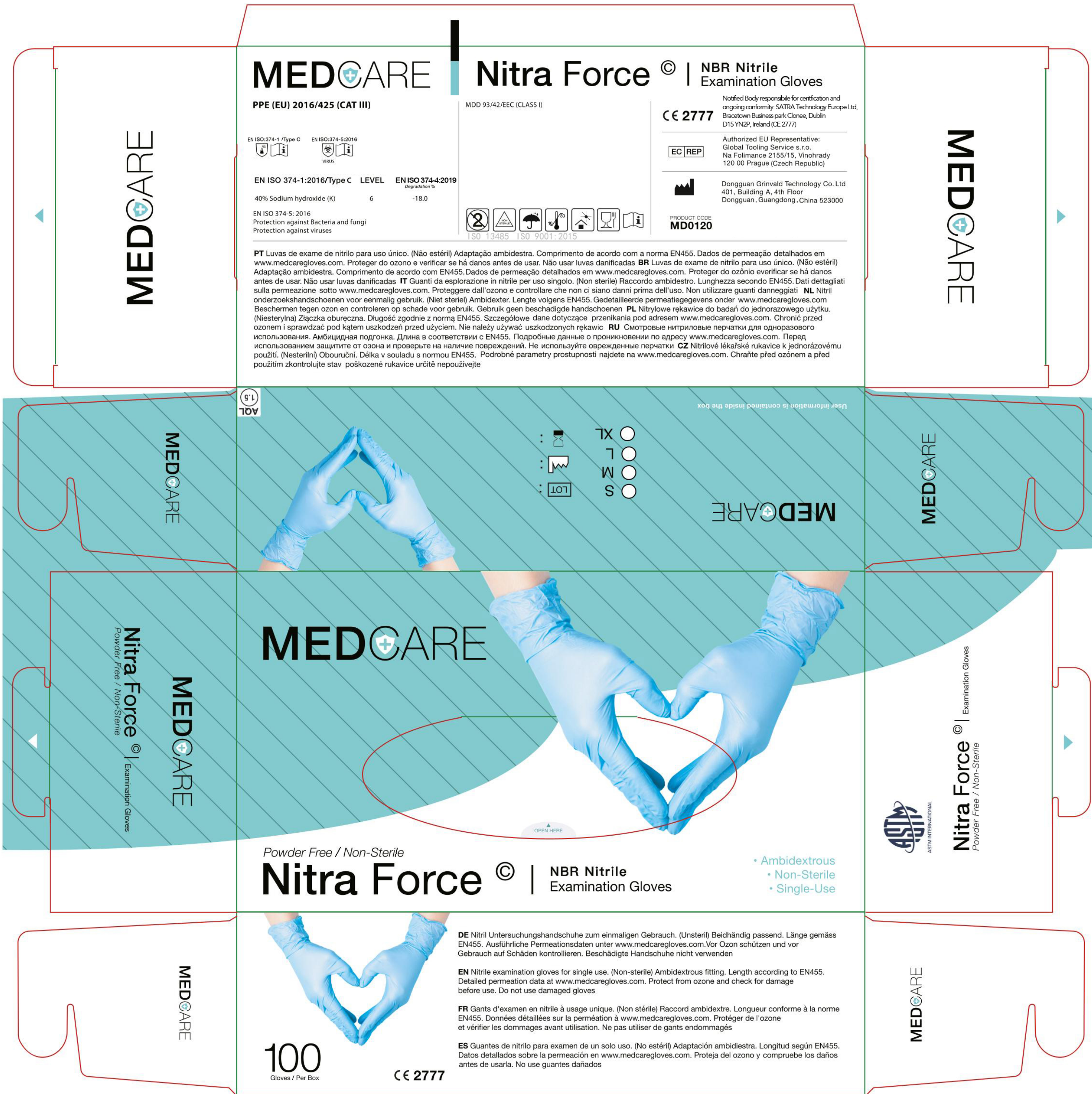
## 5.0 Article 8 of the PPE Regulation (2016/405) – Obligations of manufacturers

- 5.1 When placing PPE on the market, manufacturers shall ensure that it has been designed and manufactured in accordance with the applicable essential health and safety requirements set out in Annex II.
- 5.2 Manufacturers shall draw up the technical documentation referred to in Annex III ('technical documentation') and carry out the applicable conformity assessment procedure referred to in Article 19 or have it carried out.
- Where compliance of PPE with the applicable essential health and safety requirements has been demonstrated by the appropriate procedure, manufacturers shall draw up the EU declaration of conformity referred to in Article 15 and affix the CE marking referred to in Article 16.
- 5.3 Manufacturers shall keep the technical documentation and the EU declaration of conformity for 10 years after the PPE has been placed on the market.
- 5.4 Manufacturers shall ensure that procedures are in place for series production to remain in conformity with this Regulation. Changes in the design or characteristics of the PPE and changes in the harmonised standards or in other technical specifications by reference to which the conformity of the PPE is declared shall be adequately taken into account.
- When deemed appropriate with regard to the risks presented by PPE, manufacturers shall, to protect the health and safety of consumers and other end-users, carry out sample testing of PPE made available on the market, investigate, and, if necessary, keep a register of complaints, of non-conforming PPE and PPE recalls, and shall keep distributors informed of any such monitoring.
- 5.5 Manufacturers shall ensure that the PPE which they place on the market bears a type, batch or serial number or other element allowing its identification, or, where the size or nature of the PPE does not allow it, that the required information is provided on the packaging or in a document accompanying the PPE.
- 5.6 Manufacturers shall indicate, on the PPE, their name, registered trade name or registered trade mark and the postal address at which they can be contacted or, where that is not possible, on its packaging or in a document accompanying the PPE. The address shall indicate a single point at which the manufacturer can be contacted. The contact details shall be in a language easily understood by end-users and market surveillance authorities.
- 5.7 Manufacturers shall ensure that the PPE is accompanied by the instructions and information set out in point 1.4 of Annex II in a language which can be easily understood by consumers and other end-users, as determined by the Member State concerned. Such instructions and information, as well as any labelling, shall be clear, understandable, intelligible and legible.
- 5.8 The manufacturer shall either provide the EU declaration of conformity with the PPE or include in the instructions and information set out in point 1.4 of Annex II the internet address at which the EU declaration of conformity can be accessed.
- 5.9 Manufacturers who consider or have reason to believe that PPE which they have placed on the market is not in conformity with this Regulation shall immediately take the corrective measures necessary to bring that PPE into conformity, to withdraw it or to recall it, as appropriate. Furthermore, where the PPE presents a risk, manufacturers shall immediately inform the competent national authorities of the Member States in which they made the PPE available on the market to that effect, giving details, in particular, of the non-conformity and of any corrective measures taken.
- 5.10 Manufacturers shall, further to a reasoned request from a competent national authority, provide it with all the information and documentation, in paper or electronic form, necessary to demonstrate the conformity of the PPE with this Regulation, in a language which can be easily understood by that authority. They shall cooperate with that authority, at its request, on any action taken to eliminate the risks posed by PPE which they have placed on the market.

For more information, please contact:

E-mail: [certification@satra.com](mailto:certification@satra.com)

website: [www.satraeurope.com](http://www.satraeurope.com)

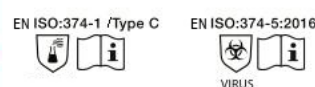


**MEDCARE**

**Nitra Force** © | NBR Nitrile Examination Gloves

PPE (EU) 2016/425 (CAT III)

MDD 93/42/EEC (CLASS I)



EN ISO 374-1:2016/Type C LEVEL 6 EN ISO 374-4:2019 Degradation % -18.0

40% Sodium hydroxide (K)

EN ISO 374-5:2016  
Protection against Bacteria and fungi  
Protection against viruses



CE 2777

Notified Body responsible for certification and ongoing conformity: SATRA Technology Europe Ltd, Bracetown Business park Clonee, Dublin D15 YN2P, Ireland (CE 2777)

EC REP

Authorized EU Representative:  
Global Tooling Service s.r.o.  
Na Folimance 2155/15, Vinohrady  
120 00 Prague (Czech Republic)



Dongguan Grinvald Technology Co. Ltd  
401, Building A, 4th Floor  
Dongguan, Guangdong, China 523000

PRODUCT CODE  
**MD0120**

MEDCARE

MEDCARE

**PT** Luvas de exame de nitrilo para uso único. (Não estéril) Adaptação ambidestra. Comprimento de acordo com a norma EN455. Dados de permeação detalhados em [www.medcaregloves.com](http://www.medcaregloves.com). Proteger do ozono e verificar se há danos antes de usar. Não usar luvas danificadas **BR** Luvas de exame de nitrilo para uso único. (Não estéril) Adaptação ambidestra. Comprimento de acordo com EN455. Dados de permeação detalhados em [www.medcaregloves.com](http://www.medcaregloves.com). Proteger do ozônio e verificar se há danos antes de usar. Não usar luvas danificadas **IT** Guanti da esplorazione in nitrile per uso singolo. (Non sterile) Raccordo ambidestro. Lunghezza secondo EN455. Dati dettagliati sulla permeazione sotto [www.medcaregloves.com](http://www.medcaregloves.com). Proteggere dall'ozono e controllare che non ci siano danni prima dell'uso. Non utilizzare guanti danneggiati **NL** Nitril onderzoekshandschoenen voor eenmalig gebruik. (Niet steriel) Ambidexter. Lengte volgens EN455. Gedetailleerde permeatiegegevens onder [www.medcaregloves.com](http://www.medcaregloves.com) Beschermen tegen ozon en controleren op schade voor gebruik. Gebruik geen beschadigde handschoenen **PL** Nitylowe rękawice do badań do jednorazowego użytku. (Niesterylina) Złącza oburęczna. Długość zgodnie z normą EN455. Szczegółowe dane dotyczące przenikania pod adresem [www.medcaregloves.com](http://www.medcaregloves.com). Chronić przed ozonem i sprawdzać pod kątem uszkodzeń przed użyciem. Nie należy używać uszkodzonych rękawic **RU** Смотровые нитриловые перчатки для одноразового использования. Амбидна подгонка. Длина в соответствии с EN455. Подробные данные о проникновении по адресу [www.medcaregloves.com](http://www.medcaregloves.com). Перед использованием защитите от озона и проверьте на наличие повреждений. Не используйте поврежденные перчатки **CZ** Nitrilové lékařské rukavice k jednorázovému použití. (Nesterilní) Obouruční. Délka v souladu s normou EN455. Podrobné parametry prostupnosti najdete na [www.medcaregloves.com](http://www.medcaregloves.com). Chraňte před ozónem a před použitím zkontrolujte stav poškozené rukavice určitě nepoužívejte

AQL 1.5

User information is contained inside the box

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Nitra Force © | Examination Gloves  
Powder Free / Non-Sterile

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Nitra Force © | Examination Gloves  
Powder Free / Non-Sterile



Powder Free / Non-Sterile

**Nitra Force** © | NBR Nitrile Examination Gloves

- Ambidextrous
- Non-Sterile
- Single-Use



100  
Gloves / Per Box

CE 2777

**DE** Nitril Untersuchungshandschuhe zum einmaligen Gebrauch. (Unsteril) Beidhändig passend. Länge gemäß EN455. Ausführliche Permeationsdaten unter [www.medcaregloves.com](http://www.medcaregloves.com). Vor Ozon schützen und vor Gebrauch auf Schäden kontrollieren. Beschädigte Handschuhe nicht verwenden

**EN** Nitrile examination gloves for single use. (Non-sterile) Ambidextrous fitting. Length according to EN455. Detailed permeation data at [www.medcaregloves.com](http://www.medcaregloves.com). Protect from ozone and check for damage before use. Do not use damaged gloves

**FR** Gants d'examen en nitrile à usage unique. (Non stérile) Raccord ambidextre. Longueur conforme à la norme EN455. Données détaillées sur la perméation à [www.medcaregloves.com](http://www.medcaregloves.com). Protéger de l'ozone et vérifier les dommages avant utilisation. Ne pas utiliser de gants endommagés

**ES** Guantes de nitrilo para examen de un solo uso. (No estéril) Adaptación ambidestra. Longitud según EN455. Datos detallados sobre la permeación en [www.medcaregloves.com](http://www.medcaregloves.com). Proteja del ozono y compruebe los daños antes de usarla. No use guantes dañados

MEDCARE

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# 质量管理体系认证证书

兹证明

## 东莞科德科技有限公司

注册地址：广东省东莞市东城街道东城光明新村二路4号3栋401室

审核地址：广东省东莞市东城街道东城光明新村二路4号3栋401室

其质量管理体系已通过 DCI Certification Service 的评审，符合

### GB/T 19001-2016 idt ISO9001:2015 标准

认证范围

塑料产品、五金配件、五金模具和鞋子的销售

认证证书编号： 190760  
 统一社会信用代码： 91441900MA5199MT80  
 首次注册日期： 2019年08月28日  
 签发/重新签发日期： 2020年10月29日  
 本次证书有效日期： 2021年08月27日

认证经理



10727



扫描二维码，验证证书有效性  
并获取必备的认证公开性文件

注册截止： 2022.08.26

获证组织应于证书有效日期前按规定执行监督审核并更换认证证书，认证资格是否有效应登陆 [www.dci-global.com.cn](http://www.dci-global.com.cn) 查询。  
 本证书由赛瑞认证有限公司提供，该证书信息可在国家认证认可监督管理委员会官方网站 [www.cnca.gov.cn](http://www.cnca.gov.cn) 上查询。

DCI CERTIFICATION LTD.

This certificate is the property of DCI and shall be returned when requested. It may only be reproduced in its entirety and without change.  
 4F, Building 26, Lane 2777 East Jinxiu Road, Polit Free Trade Zone, Shanghai, China  
 Email: [info@dci-global.com.cn](mailto:info@dci-global.com.cn)



# QUALITY MANAGEMENT SYSTEM CERTIFICATE

This is to Certify that the QUALITY MANAGEMENT SYSTEM of

## DONGGUAN GRINVALD TECHNOLOGY CO., LTD.

Registered Address: 401, Building#3, No.4 of Guangming New Village 2 Road, Dongcheng, Dongguan City, Guangdong Province, China

Audit Address: 401, Building#3, No.4 of Guangming New Village 2 Road, Dongcheng, Dongguan City, Guangdong Province, China


has been assessed by DCI Certification Service  
and found to comply with

### GB/T 19001-2016 idt ISO9001:2015

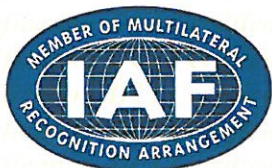
for the

Sales of plastic products, hardware accessory, hardware molding, shoes

**Certificate Number:** 190760  
**Unified Social Credit Code:** 91441900MA5199MT80  
**Initial Certification:** 28 Aug. 2019  
**Issue/Reissue Date:** 29 Oct. 2020  
**Certificate Expiry:** 27 Aug. 2021



Certification Manager



Please scan QR code to check  
the certificate validity and  
Acquire necessary certification  
public documents.

Recertification Date: 26 Aug. 2022

This certificate is issued by DCI Certification Ltd, The certificate holder shall accept surveillance audit by DCI and the certificate shall be renewed by DCI prior to its expiry date as required. To verify the validity of certificate, please visit: [www.dci-global.com.cn](http://www.dci-global.com.cn). the certificate information is also available on the CNCA official website: [www.cnca.gov.cn](http://www.cnca.gov.cn).

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4F, Building 26, Lane 2777 East Jinxiu Road, Polit Free Trade Zone, Shanghai, China  
Email: [info@dci-global.com.cn](mailto:info@dci-global.com.cn)



SATRA Technology Services (Dongguan) Ltd  
 Unit 110, Xinzhongyin Garden, Xiping  
 Nancheng District, Dongguan City  
 Guangdong Province, China  
 Tel: +86 (0) 769 22888020  
 email: [info@satrafe.com](mailto:info@satrafe.com)

Customer details: Dongguan Grinvald Technology Co., Ltd  
 401 Building A 4th Floor  
 Dongguan  
 Guangdong  
 China

SATRA reference: CHT0303908 /2043

Your reference: MD0120

Date of report: 4 November 2020

Samples received: 21 October 2020

Date(s) work carried out: 22-30 October 2020

## TECHNICAL REPORT

Subject:

EN ISO 374-5: 2016 viruses test on Medcare examination gloves Powder free  
 referenced as MD0120, Colour: Blue, size XL

### 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: Adam Zhang  
 Position: Technologist  
 Department: China Testing

*Adam Zhang*

**WORK REQUESTED**

Samples described as Medicare examination gloves Powder free referenced as MD0120, Colour: Blue, size XL were received by SATRA on 21 October 2020 for testing in accordance with EN ISO 374-5: 2016

**SAMPLE SUBMITTED**

Samples described as Medicare examination gloves  
Powder free referenced as MD0120, Colour: Blue, size XL

**TESTING REQUESTED**

EN ISO 374-5: 2016 Clause 5.3 – Protection against viruses (ISO 16604: 2004 Procedure B)

**CONCLUSION**

The samples described as Medicare examination gloves Powder free referenced as MD0120, Colour: Blue, size XL were found to achieve the following results:

EN ISO 374-5: 2016 Clause 5.3 – Pass

Detailed results are included on the following page(s)



# TECHNICAL REPORT

## Test Results

Testing was conducted at a third-party laboratory and reported under their reference 20R006631. The laboratory is CNAS accredited to ISO 17025: 2017 with ISO 16604: 2004 included in their accreditation schedule.

**Table 1 – Resistance to penetration by blood-borne pathogens results**

Sample description:		Medicare examination gloves Powder free referenced as MD0120, Colour: Blue, size XL				
Test method	Specimen	Step 1 (0 kPa, 5 min)	Step 2 (14 kPa, 1min)	Step 3 (0kPa, 4min)	Titre of phage Phi-X174 (PFU /mL)	Comment
ISO 16604: 2004 Procedure B Using retaining screen	+ control	Penetration	Penetration	Penetration	Penetration	Acceptable
	- control	No penetration	No penetration	No penetration	< 1	Acceptable
	1	Invisible penetrate	Invisible penetrate	Invisible penetrate	< 1	Pass
	2	Invisible penetrate	Invisible penetrate	Invisible penetrate	< 1	Pass
	3	Invisible penetrate	Invisible penetrate	Invisible penetrate	< 1	Pass

\*\*\* End of Report \*\*\*



# TECHNICAL REPORT

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

### 1. GENERAL

- 1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are, to the maximum extent permitted by law, hereby excluded.
- 1.2 SATRA Technology Services (Dongguan) Limited (东莞赛卓检测技术服务有限公司), 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 a 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 or which may be implied by trade, custom, practice or course of dealings.
- 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 made subject to these terms and conditions; and
  - 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); and
  - 1.5.3 "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); 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 described and shall not form part of the Contract.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

### 2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA will try to provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.
- 2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts.
- 2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- 3.2 In the event of certification services, the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.
- 3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all propriety 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 Timeline, SATRASUMM and SATRA Visionstitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.7 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 unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

### 4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- 4.2 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

### 5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
  - 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 profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.
- 5.4 Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or RMB500,000 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 entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause.
- 6.5 The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 6.6 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 holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.

### 7. CONFIDENTIALITY

- 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
- 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms and conditions and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
- 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents. Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client.
- 7.5 The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

### 8. AMENDMENT

- 8.1 No amendment to a Contract shall be effective unless it is in writing, expressly stated to amend the Contract and signed by an authorised signatory of both Parties.

### 9. DISPUTE RESOLUTION

- 9.1 If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute.
- 9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, 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 right to have its own interpreters and legal advisors present throughout the arbitration. The arbitral award shall be final and binding upon the Parties and the Parties agree to be bound thereby and to act accordingly. Application may be made to any court having jurisdiction for judicial acceptance of the award and an order of enforcement and execution.
- 9.4 Unless specified otherwise in a Contract, the laws of the PRC shall govern the interpretation of a Contract.

Dongguan Grinvald Technology Co., Ltd  
 SATRA Reference: CHT0303908 /2043  
 Date: 4 November 2020

(Page 4 of 5)

Signed: Adam Zhang  
 Technologist  
 China Testing





# TECHNICAL REPORT

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

### 10 PROVISION OF SERVICES

- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Client's specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfil them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.

Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client.

Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.

Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.

- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.

### 11 CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES

- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.

### 12 DELIVERY AND NON-DELIVERY OF GOODS

- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to 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 and/or Services shall be deemed to have been delivered; and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

### 13 RISK/TITLE OF GOODS

- 13.1 Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- 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; or
- 13.2.2 in all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when: -
- 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 resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.

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

- 13.4.1 hold the Goods as SATRA's bailee;
- 13.4.2 store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- 13.4.3 not destroy, deface or obscure any identifying mark 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 on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.

- 13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.

- 13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:

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

- 13.8 On termination of a Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 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 its use is impossible without infringement of a Patent, Registered Design, Trade Mark or Copyright published at the date of a Contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.

### 15 WARRANTY OF GOODS

- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.

### 16 DEFECTIVE GOODS

- 16.1 Subject to clauses 16.6 and 16.7 if:

- 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 15.1 that the Goods do not comply with the warranty in that clause; and
- 16.1.2 SATRA is given a reasonable opportunity of examining such Goods; and
- 16.1.3 the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business,

then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises.

- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.

- 16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.

- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.

- 16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.

- 16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:

- 16.6.1 the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or
- 16.6.2 the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or
- 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 redress from the manufacturer or supplier thereof provided that:

- 16.7.1 SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;
- 16.7.2 nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.

- 16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions – May 2017

Dongguan Grinvald Technology Co., Ltd  
SATRA Reference: CHT0303908 /2043  
Date: 4 November 2020

(Page 5 of 5)

Signed: Adam Zhang  
Technologist  
China Testing



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Customer details: SATRA Technology Services (Dongguan) Ltd SATRA reference: CHM0302486/2038/JS  
Unit 110, Xinzhongyin Garden /B  
Hongwei Road Your reference: CHT0301899  
Xiping, Nancheng District  
DONGGUAN CITY Date of report: 14<sup>th</sup> October 2020  
Guangdong Province Samples received: 14<sup>th</sup> September 2020  
China Date(s) work carried out: 24<sup>th</sup> to 28<sup>th</sup> September 2020  
523079

## TECHNICAL REPORT

### SATRA Technology Services (Dongguan) Ltd:

Customer: Dongguan Grinvald Technology Co., Ltd.  
401 Building A 4th Floor,  
Dongguan  
Guangdong  
China  
523000

Subject: EN ISO 374-4:2019 determination of resistance to degradation by dangerous chemicals on gloves described as Medcare examination gloves, powder free, color blue. Reference No. MD0120

#### Conditions of Issue:

This report may be forwarded to other parties provided that it is not changed in any way. It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.

Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for guidance only.

Tests marked  $\neq$  fall outside the UKAS Accreditation Schedule for SATRA. All interpretations of results of such tests and the comments based upon them are outside the scope of UKAS accreditation and are based on current SATRA knowledge.

**A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested. SATRA shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in the report.**

The uncertainty of the results (UoM) in this report is based on a standard uncertainty multiplied by a coverage factor  $k=2$ , which provides a coverage probability of approximately 95%.

Report signed by: Jennifer Shearer  
Position: Technologist  
Department: Chemical & Analytical Technology

(Page 1 of 5)

## WORK REQUESTED:

Samples of gloves described as Medicare examination gloves, powder free, color blue. Reference No. MD0120 were received on 14<sup>th</sup> September 2020, for testing in accordance with EN ISO 374-4:2019.

## SAMPLE SUBMITTED:



Samples of gloves described as Medicare examination gloves, powder free, color blue. Reference No. MD0120

## CONCLUSION:

When assessed in accordance with EN ISO 374-4:2019 the samples of gloves described as Medicare examination gloves, powder free, color blue. Reference No. MD0120 achieved the following degradation results:

Chemical	Mean degradation / %
40% Sodium hydroxide (CAS: 1310-73-2)	-18.0

Full results are reported in the following tables.

## TESTING REQUIRED:

- EN ISO 374-4:2019 - Protective gloves against dangerous chemicals and micro-organisms. Part 4: Determination of resistance to degradation by chemicals.

**RESULTS:**

<b>Sample description:</b>	MD0120		
<b>Challenge chemical:</b>	40% Sodium hydroxide (CAS: 1310-73-2)		
<b>Test temperature / °C:</b>	(23 ± 1)		
<b>Degradation / %:</b>	<b>Glove 1</b>	<b>Glove 2</b>	<b>Glove 3</b>
	5.2	-33.2	-26.1
<b>Mean degradation (DR) / %:</b>	-18.0		
<b>Standard deviation (<math>\sigma_{DR}</math>) / %:</b>	20.4		
<b>UoM / ± %:</b>	7.4		
<b>Appearance of samples after testing:</b>	No change		

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



# TECHNICAL REPORT



0248

## 1. GENERAL

- 1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are hereby excluded.
- 1.2 SATRA Technology Centre Limited, its subsidiaries and associated companies (hereinafter referred to as "SATRA") may perform Services for or supply Goods to persons or entities (public, private or governmental) issuing instructions (hereinafter termed the "Client"). Each also known individually as a Party, or jointly as Parties.
- 1.3 These terms and conditions will apply to the Contract between SATRA and the Client to the exclusion of any other terms which the Client may seek to impose or which may be implied by trade, custom, practice or course of dealing
- 1.4 Unless otherwise agreed in writing no party other than the Client is entitled to provide instructions or information relating to the Goods or Services required or to the delivery of goods, results, reports or certificates.
- 1.5 All references in these terms and conditions to:
- (a) the "Contract" is the contract between SATRA and the Client for the supply of Goods or Services which is made subject to these terms and conditions; and
- (b) "Services" are the work or services to be supplied or performed under the Contract (including where relevant the supply of software, components and consumables); and
- (c) "Goods" are the equipment, consumables or other physical items sold under the Contract (including documents, drawings or other information required in order to operate the equipment).
- 1.6 All drawings, descriptive matter, specifications and advertising material (including brochures and catalogues) are issued or published with the sole purpose of giving an indication of the goods or services being described and shall not form part of the Contract.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

## 2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA will try and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.
- 2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts.
- 2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

## 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- 3.2 In the event of certification services the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.
- 3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any report (including any deliverables provided by SATRA to the Client) and the provision of the Services to the Client.
- 3.5 All intellectual property rights in any software supplied to the Client shall belong to SATRA or SATRA's licensors. With respect to the sale of SATRA Timeline, SATRASUMM and SATRA Visionstitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.6 SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) Regulation (EU) 2016/679. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

## 4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- 4.2 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

## 5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and/or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
- (a) death or personal injury caused by its negligence or the negligence of its employees or agents;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by Section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other liability which cannot be limited or excluded by applicable law.

- 5.3 Subject to clause 5.2 SATRA shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract for loss of profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.

- 5.4 Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

## 6. MISCELLANEOUS

- 6.1 If any one or more provisions of these conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 6.2 During the course of providing the Goods or Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause.
- 6.5 The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 6.6 All provisions of the Contract that limit or exclude the liability of SATRA are intended also to be for the benefit of SATRA's holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.

## 7. CONFIDENTIALITY

- 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
- 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms of business and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
- 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents. Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client.
- 7.5 The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

## 8. AMENDMENT

- 8.1 No amendment to this Contract shall be effective unless it is in writing, expressly stated to amend this Contract and signed by an authorised signatory of both Parties.

## 9. DISPUTE RESOLUTION

- 9.1 If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute.
- 9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, either party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.
- 9.3 Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty-eight days thereof, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the

Signed:

SATRA Technology Services (Dongguan) Ltd  
 SATRA Reference: CHM0302486/2038/JS/B  
 Date: 14<sup>th</sup> October 2020

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# TECHNICAL REPORT



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- Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.
- 9.4 The laws of England shall govern the interpretation of this Contract. Subject to clauses 9.1, 9.2 and 9.3 any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England. However, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court it chooses.
- 10. PROVISION OF SERVICES**
- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Clients specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfil them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.
- Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.
- Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.
- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.
- 11. CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES**
- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.
- 12. DELIVERY AND NON-DELIVERY OF GOODS**
- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or SATRA is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licenses or authorisations then risk in the Goods shall pass to the Client, the Goods and/or Services shall be deemed to have been delivered; and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 13. RISK/TITLE OF GOODS**
- 13.1 Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- a) In the case of sales where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date of non-arrival of Goods and within 3 days of the invoice date of receipt of Goods damaged in transit; or
- b) In all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when: -
- a) SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has supplied to the Client in which case title to the Goods shall pass at the time of payment of all such sums; and
- b) the Client resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.
- 13.4 Until ownership of Goods has passed to the Client, the Client shall:
- a) hold the Goods as SATRA's bailee;
- b) store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- d) maintain the Goods in satisfactory condition and keep them insured on SATRA's behalf for their full price against all risks to the reasonable satisfaction of SATRA. The Client shall obtain an endorsement of SATRA's interest in the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.
- 13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.
- 13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:
- a) the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- b) SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product; and
- c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.
- 13.7 The Client grants SATRA, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.
- 13.8 On termination of the Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect.
- 14. PATENTS**
- 14.1 SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If its use is impossible without infringement of Letters Patent, Registered Design, Trade Mark or Copyright published at the date of the contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.
- 15. WARRANTY OF GOODS**
- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.
- 16. DEFECTIVE GOODS**
- 16.1 Subject to clauses 16.6 and 16.7 if:
- a) the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause; and
- b) SATRA is given a reasonable opportunity of examining such Goods; and
- c) the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises.
- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.
- 16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.
- 16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- a) the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or
- b) the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or
- c) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- d) the Goods have been manufactured to a design or specification or in compliance with other information provided by the Client and the defect has arisen as a result of that design, specification or information;
- 16.7 Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains redress from the manufacturer or supplier thereof provided that:
- a) SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;
- b) nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.
- 16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions – September 2019

Signed:

SATRA Technology Services (Dongguan) Ltd  
 SATRA Reference: CHM0302486/2038/JS/B  
 Date: 14<sup>th</sup> October 2020

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Customer details: SATRA Technology Services (Dongguan) Ltd SATRA reference: CHM0302486/2038/JS  
Unit 110, Xinzhongyin Garden /A  
Hongwei Road Your reference: CHT0301899  
Xiping, Nancheng District Date of report: 14<sup>th</sup> October 2020  
DONGGUAN CITY Samples received: 14<sup>th</sup> September 2020  
Guangdong Province Date(s) work carried out: 6<sup>th</sup> to 8<sup>th</sup> October 2020  
China  
523079

## TECHNICAL REPORT

### SATRA Technology Services (Dongguan) Ltd:

Customer: Dongguan Grinvald Technology Co., Ltd.  
401 Building A 4th Floor,  
Dongguan  
Guangdong  
China  
523000

Subject: EN 16523-1:2015+A1:2018 resistance to permeation by chemicals on gloves described as Medicare examination gloves, powder free, color blue. Reference No. MD0120

#### Conditions of Issue:

This report may be forwarded to other parties provided that it is not changed in any way. It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.

Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for guidance only.

Tests marked  $\neq$  fall outside the UKAS Accreditation Schedule for SATRA. All interpretations of results of such tests and the comments based upon them are outside the scope of UKAS accreditation and are based on current SATRA knowledge.

**A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested. SATRA shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in the report.**

The uncertainty of the results (UoM) in this report is based on a standard uncertainty multiplied by a coverage factor  $k=2$ , which provides a coverage probability of approximately 95%.

Report signed by: Jennifer Shearer  
Position: Technologist  
Department: Chemical & Analytical Technology

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## WORK REQUESTED:

Samples of gloves described as Medicare examination gloves, powder free, color blue. Reference No. MD0120 were received on the 14<sup>th</sup> September 2020 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.

## SAMPLES SUBMITTED:



Samples of gloves described as Medicare examination gloves, powder free, color blue. Reference No. MD0120

## CONCLUSION:

When assessed in accordance with the requirements of EN ISO 374-1:2016+A1:2018 the samples of gloves described as Medicare examination gloves, powder free, color blue. Reference No. MD0120 achieved the following performance levels:

Chemical	Performance level
40% Sodium hydroxide (CAS: 1310-73-2)	6

Full results are reported in the following tables.





# 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.

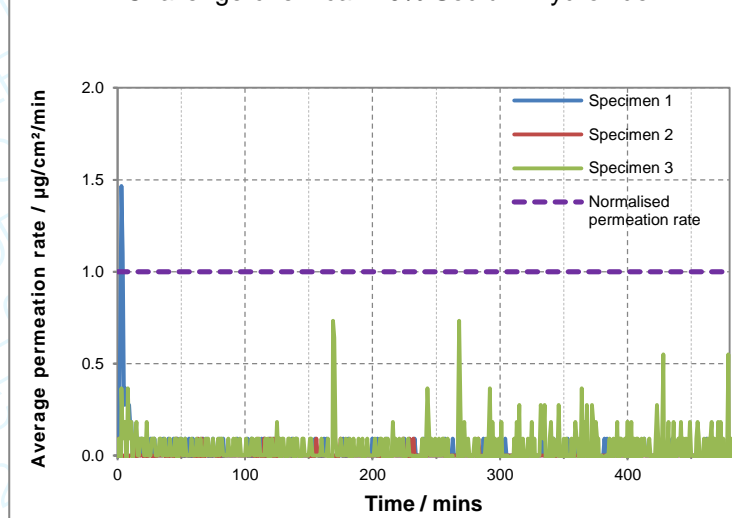
Permeation performance level	Measured breakthrough time (minutes)
1	>10
2	>30
3	>60
4	>120
5	>240
6	>480

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

Test/Property	Sample reference:	Medcare examination gloves, powder free, color blue. Reference No. MD0120		Performance
EN 16523-1:2015 +A1:2018 in accordance with SATRA SOP CAT-009  Using PTFE permeation cells with standardised dimensions	<b>Test information:</b>	Chemical: 40% Sodium hydroxide		<b>Level 6</b>
		Normalised permeation rate (NPR): 1 µg/cm <sup>2</sup> /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		
	<b>Specimen</b>	<b>Thickness (mm)<sup>Δ</sup></b>	<b>Breakthrough time (mins)</b>	
1	0.09	>480		
2	0.09	>480		
3	0.08	>480		
	<b>Test result:</b>	<b>&gt;480</b>		
	<b>UoM:</b>	<b>&lt;1</b>		
Visual appearance of specimens after testing:	Swollen and discoloured			

### PERMEATION RATE GRAPHS

Challenge chemical: 40% Sodium Hydroxide.



The reading from specimen 1 after 3 minutes was considered to be an outlier and not a breakthrough.

Δ EN 16523-1:2015+A1:2018 does not require the test specimen thicknesses to be reported, this information is indicative only.



# TECHNICAL REPORT



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## 1. GENERAL

- 1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are hereby excluded.
- 1.2 SATRA Technology Centre Limited, its subsidiaries and associated companies (hereinafter referred to as "SATRA") may perform Services for or supply Goods to persons or entities (public, private or governmental) issuing instructions (hereinafter termed the "Client"). Each also known individually as a Party, or jointly as Parties.
- 1.3 These terms and conditions will apply to the Contract between SATRA and the Client to the exclusion of any other terms which the Client may seek to impose or which may be implied by trade, custom, practice or course of dealing
- 1.4 Unless otherwise agreed in writing no party other than the Client is entitled to provide instructions or information relating to the Goods or Services required or to the delivery of goods, results, reports or certificates.
- 1.5 All references in these terms and conditions to:
- 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, drawings or other information required in order to operate the equipment).
- 1.6 All drawings, descriptive matter, specifications and advertising material (including brochures and catalogues) are issued or published with the sole purpose of giving an indication of the goods or services being described and shall not form part of the Contract.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

## 2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA will try and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.
- 2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts.
- 2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

## 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- 3.2 In the event of certification services the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.
- 3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any report (including any deliverables provided by SATRA to the Client) and the provision of the Services to the Client.
- 3.5 All intellectual property rights in any software supplied to the Client shall belong to SATRA or SATRA's licensors. With respect to the sale of SATRA Timeline, SATRASUMM and SATRA Visionstitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.6 SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) Regulation (EU) 2016/679. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

## 4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- 4.2 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

## 5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and/or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
- death or personal injury caused by its negligence or the negligence of its employees or agents;
  - fraud or fraudulent misrepresentation;
  - breach of the terms implied by Section 12 of the Sale of Goods Act 1979;
  - defective products under the Consumer Protection Act 1987; or
  - any other liability which cannot be limited or excluded by applicable law.

- 5.3 Subject to clause 5.2 SATRA shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract for loss of profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.

- 5.4 Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

## 6. MISCELLANEOUS

- 6.1 If any one or more provisions of these conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 6.2 During the course of providing the Goods or Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause.
- 6.5 The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 6.6 All provisions of the Contract that limit or exclude the liability of SATRA are intended also to be for the benefit of SATRA's holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.

## 7. CONFIDENTIALITY

- 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
- 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms of business and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
- 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents. Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client.
- 7.5 The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

## 8. AMENDMENT

- 8.1 No amendment to this Contract shall be effective unless it is in writing, expressly stated to amend this Contract and signed by an authorised signatory of both Parties.

## 9. DISPUTE RESOLUTION

- 9.1 If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute.
- 9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, either party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.
- 9.3 Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty-eight days thereof, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the

Signed:

SATRA Technology Services (Dongguan) Ltd  
 SATRA Reference: CHM0302486/2038/JS/A  
 Date: 14<sup>th</sup> October 2020

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# TECHNICAL REPORT



0248

- Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.
- 9.4 The laws of England shall govern the interpretation of this Contract. Subject to clauses 9.1, 9.2 and 9.3 any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England. However, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court it chooses.
- 10. PROVISION OF SERVICES**
- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Clients specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfill them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.
- Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.
- Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.
- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.
- 11. CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES**
- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.
- 12. DELIVERY AND NON-DELIVERY OF GOODS**
- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or SATRA is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licenses or authorisations then risk in the Goods shall pass to the Client, the Goods and/or Services shall be deemed to have been delivered; and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 13. RISK/TITLE OF GOODS**
- 13.1 Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- a) In the case of sales where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date of non-arrival of Goods and within 3 days of the invoice date of receipt of Goods damaged in transit; or
- b) In all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when: -
- a) SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has supplied to the Client in which case title to the Goods shall pass at the time of payment of all such sums; and
- b) the Client resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.
- 13.4 Until ownership of Goods has passed to the Client, the Client shall:
- a) hold the Goods as SATRA's bailee;
- b) store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- d) maintain the Goods in satisfactory condition and keep them insured on SATRA's behalf for their full price against all risks to the reasonable satisfaction of SATRA. The Client shall obtain an endorsement of SATRA's interest in the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.
- 13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.
- 13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:
- a) the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- b) SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product; and
- c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.
- 13.7 The Client grants SATRA, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.
- 13.8 On termination of the Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect.
- 14. PATENTS**
- 14.1 SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If its use is impossible without infringement of Letters Patent, Registered Design, Trade Mark or Copyright published at the date of the contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.
- 15. WARRANTY OF GOODS**
- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.
- 16. DEFECTIVE GOODS**
- 16.1 Subject to clauses 16.6 and 16.7 if:
- a) the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause; and
- b) SATRA is given a reasonable opportunity of examining such Goods; and
- c) the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises.
- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.
- 16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.
- 16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- a) the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or
- b) the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or
- c) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- d) the Goods have been manufactured to a design or specification or in compliance with other information provided by the Client and the defect has arisen as a result of that design, specification or information;
- 16.7 Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains redress from the manufacturer or supplier thereof provided that:
- a) SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;
- b) nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.
- 16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions – September 2019

SATRA Technology Services (Dongguan) Ltd  
 SATRA Reference: CHM0302486/2038/JS/A  
 Date: 14<sup>th</sup> October 2020

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Signed:



SATRA Technology Services (Dongguan) Ltd  
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 Tel: +86 (0) 769 22888020  
 email: [info@satrafe.com](mailto:info@satrafe.com)

Customer details: Dongguan Grinvald Technology Co., Ltd.  
 401 Building A 4th Floor,  
 Dongguan  
 Guangdong  
 China  
 523000

SATRA reference: CHT0300498 /2030/  
 Issue 2

Your reference: MD0120

Date of report: 23 October 2020

Samples received: 22 July 2020

Date(s) work carried out: 4 August 2020

## TECHNICAL REPORT

(This report replaces the technical report of CHT0300498 /2030 issued on 4 August 2020)

Subject: EN ISO 21420: 2020 size & dexterity & innocuousness test, EN 374-2: 2014 air leak and water leak test on Nitrile examination gloves, powder free, colour blue, referenced MD0120. Size S (6), M (7), L (8).

### 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.**

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

*Adam Zhang*

## WORK REQUESTED

Samples described as Nitrile examination gloves, powder free, colour blue, referenced MD0120. Size S (6), M (7), L (8) were received by SATRA on 22 July 2020 for testing in accordance with EN ISO 21420: 2020 and EN 374-2: 2014.

## SAMPLE SUBMITTED



Samples described as Nitrile examination gloves, powder free, colour blue, referenced MD0120. Size S (6), M (7), L (8).

## TESTING REQUESTED

EN ISO 21420: 2020 Clause 5.1 – Sizing and measurement of gloves  
 EN ISO 21420: 2020 Clause 5.2 – Dexterity  
 EN ISO 21420: 2020 Clause 4.2 – Innocuousness of protective gloves  
 EN 374-2: 2014 Clause 7.2 – Air leak  
 EN 374-2: 2014 Clause 7.3 – Water leak

## CONCLUSION

The samples described as Nitrile examination gloves, powder free, colour blue, referenced MD0120. Size S (6), M (7), L (8) were found to achieve the following results:

EN ISO 21420: 2020 Clause 5.1 – See below table  
 EN ISO 21420: 2020 Clause 5.2 – Level 5  
 EN ISO 21420: 2020 Clause 4.2\* – Pass PAHs, DMFa and pH value  
 EN 374-2: 2014 Clause 7.2\* – Pass  
 EN 374-2: 2014 Clause 7.3 – Pass

All tests marked \* in this technical report were subcontracted to test facilities accredited to ISO/IEC 17025: 2017 by CNAS.

Detailed results are included on the following page(s)

**Testing**

Testing was carried out in accordance with EN ISO 21420: 2020

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 ISO 21420: 2020 Clause 5.2 Dexterity

Performance level	1	2	3	4	5
Diameter of dexterity pin /mm	11.0	9.5	8.0	6.5	5.0

**Test Results**

Table 2 – EN ISO 21420:2020 Test Results.

Clause / Test	Requirement	Test Results			UoM (See note ♣)	Result	
5.1 Glove length, comfort and fit	N/A	Length /mm			± 1.10 mm	N/A	
		Size	1	2			3
		6	240	243			248
		Comfortable on fit					
		7	234	238			239
	Comfortable on fit						
	8	240	240	240			
	Comfortable on fit						
5.2 Dexterity	See table 1	Size	Minimum pin diameter / mm		N/A	Level 5	
		6	5.0				
		6	5.0				
		7	5.0				
	8	5.0					

**Additional Information / Notes**

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.



# TECHNICAL REPORT

## Innocuousness Testing

### RESULTS:

Sample Item	Sample Description	Location	Style
I001	Nitrile examination gloves	Gloves	-

### pH Value-EN ISO 21420:2020

Test Method I : With reference to EN ISO 4045:2018, analyzed by pH meter.

Test Method II: With reference to ISO 3071:2020, analyzed by pH meter.

Requirement:	3.5-9.5
--------------	---------

-	Unit	Result
Test Item(s)	-	I001
Test Method	-	II
Parameter	-	-
pH Value of Extracting Solution	-	5.40
Temp. of Aqueous Extract	deg. C	25.1
pH Value of Aqueous Extract	-	8.3
Difference Figure	-	-
<b>Conclusion</b>	-	<b>PASS</b>

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

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





# TECHNICAL REPORT

## 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 : With reference to test method mentioned ISO/TS 16190:2013

<b>Maximum Allowable Limit:</b>	<b>Each of all listed PAHs: 1.0 mg/kg <sup>[a]</sup></b>
---------------------------------	--

Tested Item(s)	Result			Conclusion
	Detected Analyte(s)	Conc.	Unit	
I001	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.  
<sup>[a]</sup>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

## 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 (j) fluoranthene	205-82-3
4	Benzo (a) anthracene	56-55-3	8	Benzo (k) fluoranthene	207-08-9



# TECHNICAL REPORT

## RESULTS:

**Dimethylformamide(DMFA) Content—With reference to Substance of Very High Concern for authorization published by European Chemicals Agency (ECHA) Regarding Regulation (EC) No. 1907/2006 concerning REACH**

Test Method : With reference to EN 16778:2016, and then analyzed by Gas Chromatograph Mass Spectrometer.

Analyte	Unit	Result	Client's Requirement
		Test Item(s)	
		I001	
Dimethylformamide(DMFA)	mg/kg	ND	1000
<b>Conclusion</b>	-	PASS	-

Note / Key : ND = Not detected (<Detection Limit) Detection Limit (mg/kg) : 5

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



# TECHNICAL REPORT

## Testing

Testing was carried out in accordance with EN 374-2: 2014

Samples for testing were conditioned for at least 24 hours in a conditioned environment maintained at  $(23\pm 2)^{\circ}\text{C}$  and  $(50\pm 5)\%$  relative humidity.

## Requirements

Requirements for EN 374-2: 2014

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

## Test Results

EN 374-2: 2014 Test Results

Clause / Test	Test Results	UoM	Result	
7.2 Air leak test	Total air pressure used	3.0 kPa	NA	Pass
	Sample size	Leaks		
	6	No leaks detected		
	6	No leaks detected		
	7	No leaks detected		
7.3 Water leak test	Sample size	Leaks	NA	Pass
	6	No leaks detected		
	6	No leaks detected		
	7	No leaks detected		
	8	No leaks detected		

Test report re-issued to change company information  
**\*\*\* End of Report \*\*\***



# TECHNICAL REPORT

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

### 1. GENERAL

- 1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are, to the maximum extent permitted by law, hereby excluded.
- 1.2 SATRA Technology Services (Dongguan) Limited (东莞赛卓检测技术服务有限公司), 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 a 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 or which may be implied by trade, custom, practice or course of dealings.
- 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 made subject to these terms and conditions; and
  - 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); and
  - 1.5.3 "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); 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 described and shall not form part of the Contract.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

### 2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA will try to provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.
- 2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts.
- 2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- 3.2 In the event of certification services, the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.
- 3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all propriety 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 Timeline, SATRASUM and SATRA Visionstitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.7 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 unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

### 4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- 4.2 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

### 5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
  - 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 profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.
- 5.4 Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or RMB500,000 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 entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause.
- 6.5 The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 6.6 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 holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.
7. CONFIDENTIALITY
  - 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
  - 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
  - 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms and conditions and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
  - 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents. Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client.
  - 7.5 The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

### 8. AMENDMENT

- 8.1 No amendment to a Contract shall be effective unless it is in writing, expressly stated to amend the Contract and signed by an authorised signatory of both Parties.

### 9. DISPUTE RESOLUTION

- 9.1 If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute.
- 9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, 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 right to have its own interpreters and legal advisors present throughout the arbitration. The arbitral award shall be final and binding upon the Parties and the Parties agree to be bound thereby and to act accordingly. Application may be made to any court having jurisdiction for judicial acceptance of the award and an order of enforcement and execution.
- 9.4 Unless specified otherwise in a Contract, the laws of the PRC shall govern the interpretation of a Contract.

Dongguan Grinvald Technology Co., Ltd.  
 SATRA Reference: CHT0300498 /2030/Issue 2  
 Date: 23 October 2020

(Page 8 of 9)

Signed: Adam Zhang  
 Technologist  
 China Testing



# TECHNICAL REPORT

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

### 10 PROVISION OF SERVICES

- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Client's specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfil them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.

Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client.

Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.

Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.

- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.

### 11 CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES

- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.

### 12 DELIVERY AND NON-DELIVERY OF GOODS

- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to 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 and/or Services shall be deemed to have been delivered; and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

### 13 RISK/TITLE OF GOODS

- 13.1 Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- 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; or
- 13.2.2 in all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when: -
- 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 resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.

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

- 13.4.1 hold the Goods as SATRA's bailee;
- 13.4.2 store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- 13.4.3 not destroy, deface or obscure any identifying mark 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 on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.

- 13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.

- 13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:

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

- 13.8 On termination of a Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 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 its use is impossible without infringement of a Patent, Registered Design, Trade Mark or Copyright published at the date of a Contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.

### 15 WARRANTY OF GOODS

- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.

### 16 DEFECTIVE GOODS

- 16.1 Subject to clauses 16.6 and 16.7 if:
- 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 15.1 that the Goods do not comply with the warranty in that clause; and
- 16.1.2 SATRA is given a reasonable opportunity of examining such Goods; and
- 16.1.3 the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business,
- then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises.
- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.
- 16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.
- 16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- 16.6.1 the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or
- 16.6.2 the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or
- 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 redress from the manufacturer or supplier thereof provided that:
- 16.7.1 SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;
- 16.7.2 nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.
- 16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions – May 2017

Dongguan Grinvald Technology Co., Ltd.  
SATRA Reference: CHT0300498 /2030/Issue 2  
Date: 23 October 2020

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Signed: Adam Zhang  
Technologist  
China Testing



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Customer details: Dongguan Grinvald Technology Co., Ltd  
 401 Building A 4th Floor  
 Dongguan  
 Guangdong  
 China

SATRA reference: CHT0305556 /2048

Your reference: MD0120

Date of report: 2 December 2020

Samples received: 27 November 2020

Date(s) work carried out: 1 December 2020

## TECHNICAL REPORT

Subject:

EN ISO 21420: 2020 size & dexterity test, EN ISO 374-2: 2019 air leak and water leak test on Medcare Nitrile examination gloves, powder free, referenced as MD0120, Colour: Blue, size XL(9)

### 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.**

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

*Adam Zhang*

## WORK REQUESTED

Samples described as Medcare Nitrile examination gloves, powder free, referenced as MD0120, Colour: Blue, size XL(9) were received by SATRA on 27 November 2020 for testing in accordance with EN ISO 21420: 2020 and EN ISO 374-2: 2019.

## SAMPLE SUBMITTED



## TESTING REQUESTED

EN ISO 21420: 2020 Clause 5.1 – Sizing and measurement of gloves

EN ISO 21420: 2020 Clause 5.2 – Dexterity

EN ISO 374-2: 2019 Clause 7.2 – Air leak

EN ISO 374-2: 2019 Clause 7.3 – Water leak

## CONCLUSION

The samples described as Medcare Nitrile examination gloves, powder free, referenced as MD0120, Colour: Blue, size XL(9) were found to achieve the following results:

EN ISO 21420: 2020 Clause 5.1 – See below table

EN ISO 21420: 2020 Clause 5.2 – Level 5

EN ISO 374-2: 2019 Clause 7.2 – Pass

EN ISO 374-2: 2019 Clause 7.3 – Pass

Detailed results are included on the following page(s)



# TECHNICAL REPORT

## Testing

Testing was carried out in accordance with EN ISO 21420:2020 and EN ISO 374-2: 2019

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 ISO 21420: 2020 Clause 5.2 Dexterity

Performance level	1	2	3	4	5
Diameter of dexterity pin /mm	11.0	9.5	8.0	6.5	5.0

Table 2 – Requirements for EN ISO 374-2: 2019

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

## Test Results

Table 3 – EN ISO 21420:2020 Test Results

Clause / Test	Requirement	Test Results			UoM (See note ♣)	Result	
5.1 Glove length, comfort and fit	N/A	Size	Length /mm			± 1.10 mm	N/A
			1	2	3		
		9	242	238	241		
		Comfortable on fit					
5.2 Dexterity	See table 1	Size	Minimum pin diameter / mm			N/A	Level 5
		9	5.0				
		9	5.0				
		9	5.0				





# TECHNICAL REPORT

Table 4 – EN ISO 374-2: 2019 Test Results

Clause / Test	Test Results	UoM (See note ♣)	Result
7.2 Air leak test	Total air pressure used	2.9 kPa	N/A
	Sample size	Leaks	
	9	No leaks detected	
	9	No leaks detected	
	9	No leaks detected	
7.3 Water leak test	Sample size	Leaks	N/A
	9	No leaks detected	
	9	No leaks detected	
	9	No leaks detected	
	9	No leaks detected	

## Additional Information / Notes

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

**\*\*\* End of Report \*\*\***



# TECHNICAL REPORT

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

### 1. GENERAL

- 1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are, to the maximum extent permitted by law, hereby excluded.
- 1.2 SATRA Technology Services (Dongguan) Limited (东莞赛卓检测技术服务有限公司), 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 a 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 or which may be implied by trade, custom, practice or course of dealings.
- 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 made subject to these terms and conditions; and
- 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); and
- 1.5.3 "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); 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 described and shall not form part of the Contract.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

### 2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA will try to provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.
- 2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts.
- 2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- 3.2 In the event of certification services, the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.
- 3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all propriety 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 Timeline, SATRASUMM and SATRA Visionstitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.7 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 unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

### 4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- 4.2 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

### 5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
- 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 profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.
- 5.4 Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or RMB500,000 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 entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause.
- 6.5 The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 6.6 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 holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.

### 7. CONFIDENTIALITY

- 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
- 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms and conditions and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
- 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents. Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client.
- 7.5 The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

### 8. AMENDMENT

- 8.1 No amendment to a Contract shall be effective unless it is in writing, expressly stated to amend the Contract and signed by an authorised signatory of both Parties.

### 9. DISPUTE RESOLUTION

- 9.1 If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute.
- 9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, 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 right to have its own interpreters and legal advisors present throughout the arbitration. The arbitral award shall be final and binding upon the Parties and the Parties agree to be bound thereby and to act accordingly. Application may be made to any court having jurisdiction for judicial acceptance of the award and an order of enforcement and execution.
- 9.4 Unless specified otherwise in a Contract, the laws of the PRC shall govern the interpretation of a Contract.

Dongguan Grinvald Technology Co., Ltd  
SATRA Reference: CHT0305556 /2048  
Date: 2 December 2020

(Page 5 of 6)

Signed: Adam Zhang  
Technologist  
China Testing



# TECHNICAL REPORT

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

### 10 PROVISION OF SERVICES

- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Client's specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfil them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.

Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client.

Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.

Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.

- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.

### 11 CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES

- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.

### 12 DELIVERY AND NON-DELIVERY OF GOODS

- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to 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 and/or Services shall be deemed to have been delivered; and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

### 13 RISK/TITLE OF GOODS

- 13.1 Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- 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; or
- 13.2.2 in all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when: -
- 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 resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.

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

- 13.4.1 hold the Goods as SATRA's bailee;
- 13.4.2 store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- 13.4.3 not destroy, deface or obscure any identifying mark 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 on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.

- 13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.

- 13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:

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

- 13.8 On termination of a Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 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 its use is impossible without infringement of a Patent, Registered Design, Trade Mark or Copyright published at the date of a Contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.

### 15 WARRANTY OF GOODS

- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.

### 16 DEFECTIVE GOODS

- 16.1 Subject to clauses 16.6 and 16.7 if:

- 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 15.1 that the Goods do not comply with the warranty in that clause; and
- 16.1.2 SATRA is given a reasonable opportunity of examining such Goods; and
- 16.1.3 the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business,

then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises.

- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.

- 16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.

- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.

- 16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.

- 16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:

- 16.6.1 the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or

- 16.6.2 the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or

- 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 redress from the manufacturer or supplier thereof provided that:

- 16.7.1 SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;

- 16.7.2 nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.

- 16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions – May 2017

Dongguan Grinvald Technology Co., Ltd  
SATRA Reference: CHT0305556 /2048  
Date: 2 December 2020

(Page 6 of 6)

Signed: Adam Zhang  
Technologist  
China Testing



Issued to:

Dongguan Grinvald Technology Co., Ltd.  
401, Building #3,  
No 4 Of Guangming New Village  
2 Road Dongcheng  
Dongguan City  
Guangdong  
523000  
China

Notified Body: 2777

SATRA customer number: P20308

# EU Type-Examination Certificate

## Certificate number: 2777/15456-02/E00-00

This EU Type-Examination Certificate covers the following product group(s) supported by testing to the relevant standards/technical specifications and examination of the technical file documentation:

Following the EU Type-Examination this product group has been shown to satisfy the applicable essential health and safety requirements of Annex II of the PPE Regulation (EU) 2016/425 as a Category III product.

**Product reference:**

MD0120

**Description:**

Medcare Examination Nitrile Gloves, Powder-Free.

Colour: Blue

**Sizes:**

S/6, M/7, L/8, XL/9

**Classification:**

<b>EN ISO 374-1:2016+A1:2018 /Type C</b>	<b>Level</b>	<b>EN ISO 374-4:2019 Degradation %</b>
40% Sodium Hydroxide (K)	6	-18.0

<b>EN ISO 374-5:2016</b>	
Protection against Bacteria and Fungi	Pass
Protection against Viruses	Pass

Standards/Technical specifications applied:  
EN ISO 21420:2020; EN ISO 374-1:2016+A1:2018; EN ISO 374-5:2016

Technical reports/Approval documents:  
SATRA: CHT0300498/2030/Issue 2, CHM0302486/2038/JS/A, CHM0302486/2038/JS/B, CHT0303908/2043, CHT0305556/2048

Signed on behalf of SATRA:

*Daisy He*

Daisy He

Geoff Graham

**Date first issued:** 14/12/2020  
**Date of issue:** 22/12/2020

**Expiry date:** 14/12/2025

# TERMS AND CONDITIONS

The following conditions apply in addition to SATRA's standard terms and conditions of business and those given in the current certification agreement. This certificate has been issued in accordance with Annex V (Module B) of the applicable legislation (see note 11).

Please note:

1. Where the product is classified as category III then CE or UKCA Marking of production is reliant on current compliance with module C2 or Module D of the applicable legislation (See note 11). (Except that specifically produced to fit an individual user).
2. Full details of the scope of the certification and product(s) certified are contained within the manufacturer's technical documentation.
3. Where a translation of this certificate exists, the English language version shall be considered as the authoritative text.
4. Certification is limited to production undertaken at the sites listed in the manufacturer's technical documentation.
5. Ongoing manufactured product shall be consistent with the product(s) certified and listed on this certificate and an EU declaration of product conformity shall be made available in accordance with the applicable legislation (See note 11)
6. The Manufacturer shall inform SATRA of any changes to the certified product or technical documentation.
7. Where results obtained during type testing are within the budget of uncertainty when compared to the pass requirement, classification or performance level, then it is the responsibility of the manufacturer to ensure that the factory production control and manufacturing tolerances are such that the product placed on the market meets with the stated requirements, classifications or performance levels.
8. This certificate shall be kept together with the relevant technical documentation in a safe place by the client named on this certificate. Production of this certificate and other documentation may be required by a representative of the EC member state, or UK government.
9. This certificate relates only to the condition of the testable items at the time of the certification procedure and is subject to the expiry date shown.
10. SATRA reserves the right to withdraw this certificate if it is found that a condition of manufacture, design, materials or packaging have been changed and therefore no longer comply with the requirements of the applicable legislation (See note 11).
11. These terms and conditions shall apply to the requirements set out in Regulation (EU) 2016/425 of the European Parliament and of the council of 9th March 2016 on personal protective equipment or to UK legislation relating to UKCA Marking as defined within the issued certificate.



# 质量管理体系认证证书

兹证明

**东莞科德科技有限公司**

注册地址：广东省东莞市东城街道东城光明新村二路4号3栋401室

审核地址：广东省东莞市东城街道东城光明新村二路4号3栋401室

其质量管理体系已通过 DCI Certification Service 的评审，符合

**GB/T 19001-2016 idt ISO9001:2015 标准**

认证范围

塑料产品、五金配件、五金模具和鞋子的销售

认证证书编号： 190760  
统一社会信用代码： 91441900MA5199MT80  
首次注册日期： 2019年08月28日  
签发/重新签发日期： 2020年10月29日  
本次证书有效日期： 2021年08月27日

认证经理



10727



扫描二维码，验证证书有效性  
并获得必备的认证公开性文件

注册截止： 2022.08.26

获证组织应于证书有效日期前按规定执行监督审核并更换认证证书，认证资格是否有效应登陆 [www.dci-global.com.cn](http://www.dci-global.com.cn) 查询。  
本证书由赛瑞认证有限公司提供，该证书信息可在国家认证认可监督管理委员会官方网站 [www.cnca.gov.cn](http://www.cnca.gov.cn) 上查询。

**DCI CERTIFICATION LTD.**

This certificate is the property of DCI and shall be returned when requested. It may only be reproduced in its entirety and without change.  
4F, Building 26, Lane 2777 East Jinxiu Road, Polit Free Trade Zone, Shanghai, China  
Email: [info@dci-global.com.cn](mailto:info@dci-global.com.cn)



# QUALITY MANAGEMENT SYSTEM CERTIFICATE

This is to Certify that the QUALITY MANAGEMENT SYSTEM of

## DONGGUAN GRINVALD TECHNOLOGY CO., LTD.

Registered Address: 401, Building#3, No.4 of Guangming New Village 2 Road, Dongcheng, Dongguan City, Guangdong Province, China

Audit Address: 401, Building#3, No.4 of Guangming New Village 2 Road, Dongcheng, Dongguan City, Guangdong Province, China

has been assessed by DCI Certification Service  
and found to comply with

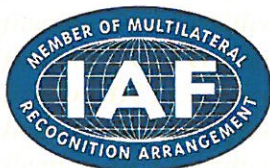
### GB/T 19001-2016 idt ISO9001:2015

for the

Sales of plastic products, hardware accessory, hardware molding, shoes

**Certificate Number:** 190760  
**Unified Social Credit Code:** 91441900MA5199MT80  
**Initial Certification:** 28 Aug. 2019  
**Issue/Reissue Date:** 29 Oct. 2020  
**Certificate Expiry:** 27 Aug. 2021

Certification Manager



Please scan QR code to check  
the certificate validity and  
Acquire necessary certification  
public documents.

**Recertification Date:** 26 Aug. 2022

This certificate is issued by DCI Certification Ltd, The certificate holder shall accept surveillance audit by DCI and the certificate shall be renewed by DCI prior to its expiry date as required. To verify the validity of certificate, please visit: [www.dci-global.com.cn](http://www.dci-global.com.cn). the certificate information is also available on the CNCA official website: [www.cnca.gov.cn](http://www.cnca.gov.cn).

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4F, Building 26, Lane 2777 East Jinxiu Road, Polit Free Trade Zone, Shanghai, China  
Email: [info@dci-global.com.cn](mailto:info@dci-global.com.cn)

# Test Report

Report No.: CTT2011010827EN

Page 1 of 5

**Applicant:** GLOBAL TOOLING SERVICE S.R.O

**Address:** 401 BUILDING A 4TH FLOOR, DONGGUAN GUANGDONG CHINA 523000

**Sample Received Date:** Nov. 06, 2020

**Completed Date:** Nov. 11, 2020

**Report Date:** Nov. 13, 2020

The following merchandise was (were) submitted and identified on behalf of the applicant as:

**Sample Name:** Nitrile Examination glove

**Model No.:** MD 0120

**Sample Color:** Blue

**Sample Quantity:** 10 pcs

**Manufacturer:** Dongguan Grinvald Technology Co.,Ltd.

**Brand:** MEDCARE

**Test Result(s):** Please refer to next page(s).

**Test Requested and Conclusion(s):** Please refer to next page(s).

**Signed for and on Behalf of CTT:**



Hilary He

Technical Manager

This test report is issued by the company subject to its General Conditions of Services available on request and accessible at <http://www.cttlab.com/order/201905050400480820.pdf>. Attention is drawn to the limitations of liability, indemnification and jurisdictional issues defined therein. Unless otherwise stated the results shown in this report refer only to the sample(s) received. Without prior written permission of the company, this test report cannot be reproduced, except in full. Any inquiry about this report, please raise from the date of receipt of the report within 30 days, overdue will not be accept. Items marked with "n" means they are not accredited by CNAS (if with CNAS logo), "s" means the item of subcontractor. All or Part of items of this report are not in the accredited scope of CMA and cannot be as domestic social impartiality proof data.



# Test Report

Report No.: CTT2011010827EN

Page 2 of 5

## Test Requested and Conclusion(s):

No.	Standard and Requirement	Conclusion(s)
1	Framework Resolution ResAP(2004)4 on rubber products intended to come into contact with foodstuffs. - Primary aromatic amines	PASS
2	Council of Europe, Resolution ResAP(2004)4 - on rubber products intended to come into contact with foodstuffs. - N-nitrosamines	PASS
3	Council of Europe, Resolution ResAP(2004)4 - on rubber products intended to come into contact with foodstuffs. - N-nitrosatable substances	PASS
4	Framework Resolution ResAP(2004)4 on rubber products intended to come into contact with foodstuffs. - Overall Migration	PASS

## Test Result(s):

Primary aromatic amines - Council of Europe, Resolution ResAP(2004)4 - on rubber products intended to come into contact with foodstuffs.

Method: BS EN 13130-1:2004, analyzed by UV Spectrophotometer (UV) .

Material No.	Test Condition	Reporting Limit (mg/kg)	Limit (mg/kg)	Result (mg/kg)	Conclusion
1	3% Acetic acid(v/v) ,70°C ,2h	0.01	0.01	N.D.	PASS

- NOTE:**
1. mg/kg = milligram per kilogram (ppm).
  2. N.D. = Not Detected (Less than Reporting Limit).

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# Test Report

Report No.: CTT2011010827EN

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**Test Result(s):**

N-nitrosamines - Council of Europe, Resolution ResAP(2004)4 - on rubber products intended to come into contact with foodstuffs.

Method: BS EN12868:1999<sup>n</sup>, analyzed by Gas Chromatography-Mass Spectrometer (GC-MS) .

Substances	N-nitrosamines release	Conclusion
CAS No.	--	
Reporting Limit (mg/kg)	0.01	
Limit (mg/kg)	0.01	
Material No.	Result (mg/kg)	Conclusion
1	N.D.	

- NOTE:**
1. mg/kg = milligram per kilogram (ppm).
  2. N.D. = Not Detected (Less than Reporting Limit).

**Test Result(s):**

N-nitrosatable substances - Council of Europe, Resolution ResAP(2004)4 - on rubber products intended to come into contact with foodstuffs.

Method: BS EN 12868:1999<sup>n</sup>, analyzed by Gas Chromatography-Mass Spectrometer (GC-MS) .

Substances	N-nitrosatable substances release	Conclusion
CAS No.	--	
Reporting Limit (mg/kg)	0.1	
Limit (mg/kg)	0.1	
Material No.	Result (mg/kg)	Conclusion
1	N.D.	

- NOTE:**
1. mg/kg = milligram per kilogram (ppm).
  2. N.D. = Not Detected (Less than Reporting Limit).

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# Test Report

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**Test Result(s):**

Overall Migration - Framework Resolution ResAP(2004)4 on rubber products intended to come into contact with foodstuffs.

Method: EN1186-1:2002&EN 1186-3:2002 & EN 1186-14:2002

Material No.	Test Condition	Reporting Limit (mg/dm <sup>2</sup> )	Limit (mg/dm <sup>2</sup> )	Result (mg/dm <sup>2</sup> )	Conclusion
1	10% Ethanol(v/v) ,70°C ,2h	3	10	N.D.	PASS
	3% Acetic acid(v/v) ,70°C ,2h	3	10	N.D.	

- NOTE:**
1. mg/dm<sup>2</sup>=milligram per square decimeter.
  2. N.D. = Not Detected (Less than Reporting Limit).

**Test Material List**

Material No.	Sample Description	Location
1	Blue rubber	Glove

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# Test Report

Report No.: CTT2011010827EN

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**Photo of Sample:**



\*\*\*End of Report\*\*\*

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**Products**



**TÜVRheinland®**  
Precisely Right.

**Report No.:** 242122000-01a Page 1 of 3

**Client:** Dongguan Grinvald Technology Co., Ltd.

**Contact Information:** 401 Building A 4th Floor, Dongguan Guangdong China 523000

**Identification/ Model No(s):** MEDCARE NITRILE EXAMINATION GLOVES

**Sample Receiving date:** 2020-08-05

**Sample Resubmitted date:** 2020-08-20

**Testing Period:** 2020-08-05 to 2020-08-27

**Delivery condition:** Apparent good, Samples tested as received

**Test Specification:** 1. EN 455-1: 2000: Requirements for freedom from holes  
**Test result:** PASS

**Other Information provided by client:**

Grade: Examination Gloves Powder Free

Manufacture: Dongguan Grinvald Technology Co., Ltd.

Country of Origin: China

**The report 242122000-01a supersedes report 242122000-01 ( Revised Identification/Model No.(S) )**

For and on behalf of

TÜV Rheinland Thailand Ltd.



2020-09-01

Wilawan Sriphrom / Manager

**Date**

**Name/Position**

*Test result is drawn according to the kind and extent of tests performed. This test report relates to the above mentioned Test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.*

**Test Report No.: 242122000-01a**

Page 2 of 3

**Sampling Information:**

Inspection Method: No inspection  
 Inspection level: N/A  
 AQL: N/A  
 Sample size: N/A

**Material list:**

Material No.	Material	Color	Location
M001	Nitrile Gloves	Blue	Refer to photo

**Freedom from holes**

Test method: With reference to EN 455-1: 2000

**Test result:**

Material No.	Gloves Size	Tested samples	No. of samples for Non-compliance	Conclusion
M001	M	200 pcs.	1	Pass

**Remark:**

- All samples were selected and supplied by the client.
- The batch size of the gloves supplied was not stated by the client. In accordance with BS EN 455-1, a batch size between 35,001 to 150,000 was chosen, and therefore 50 gloves per stage were tested for perforations using General Inspection Level I at an AQL of 1.5%. with reference to table, the result can be judged as above AQL 0.65.

Stage No.	Cumulative no. tested	Accept	Reject
First	50	0	4
Second	100	1	6
Third	150	3	8
Fourth	200	5	9
Fifth	250	9	19

**Test Report No.: 242122000-01a**

Page 3 of 3

Sample photo



-END-

Customer details: SATRA Technology Services (Dongguan) Ltd SATRA reference: SPC0303018 /2040  
Unit 110, Xinzhongyin Garden STE/CHT Job No.: CHT0302430  
Hongwei Road  
Xiping, Nancheng District  
DONGGUAN CITY  
Guangdong Province  
China  
523079  
Date of report: 29 October 2020  
Samples received: 28 September 2020  
Date(s) work carried out: Between 7 and 14 October 2020

## TECHNICAL REPORT

SATRA Technology Services (Dongguan) Ltd:

Customer: Dongguan Grinvald Technology Co Ltd  
401 Building A 4<sup>th</sup> Floor  
Dongguan  
Guangdong  
China  
523000

Subject: Testing of gloves identified as Medicare examination glove MD0120 Powder free n accordance with EN 455-2:2015

### Conditions of Issue:

This report may be forwarded to other parties provided that it is not changed in any way. It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.

Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for guidance only.

Tests marked  $\neq$  fall outside the UKAS Accreditation Schedule for SATRA. All interpretations of results of such tests and the comments based upon them are outside the scope of UKAS accreditation and are based on current SATRA knowledge.

**A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested. SATRA shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in the report.**

The uncertainty of the results (UoM) in this report is based on a standard uncertainty multiplied by a coverage factor  $k=2$ , which provides a coverage probability of approximately 95%.

Report signed by: Debbie Reed  
Position: PPE Technologist  
Department: Safety Product Testing

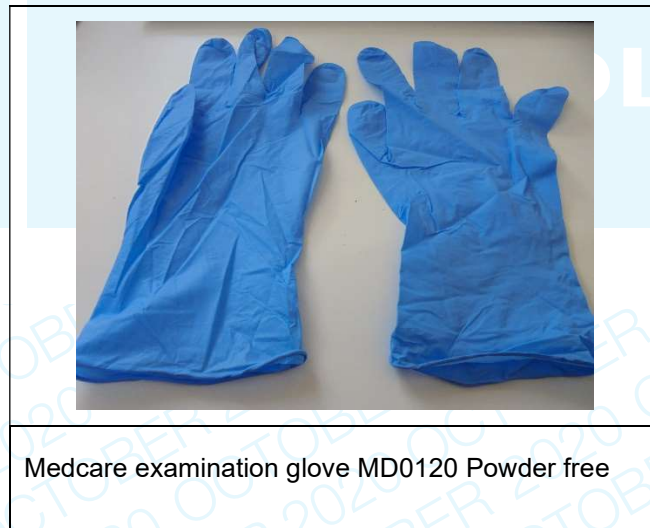


## Work Requested

Samples of gloves, see Table 1, were received by SATRA, for testing in accordance with EN 455-2:2015

Table 1 – Samples Received

Sample description as stated by the client	Sizes submitted for testing	Colour of samples submitted	Approximate weight of one glove
Medcare examination glove MD0120 Powder free	8 (M)	Blue	Size: 8 (M) Weight: 4.8g



## Conclusion

Standard	Clause / Property	Result
EN 455-2: 2015	4.2 Length	Pass
	4.3 Width	Pass
	5.2 Force at break	Pass all requirements
	5.3 Force at break after challenge testing	Pass requirements B and C only

## Testing

Samples were tested as received, and were conditioned to the individual requirements of each clause as stated in the standards.

## Requirements

EN 455-2:2015 Dimensions of examination/procedure gloves

Size	Median length (mm)	Median width (mm)
Extra small	≥ 240	≤ 80
Small		80 ± 10
Medium		95 ± 10
Large		110 ± 10
Extra large		≥ 110

Length measured according to figure 1 of EN 455-2:2015  
 Width measured according to figure 1 of EN 455-2:2015  
 The width requirements are for gloves from natural rubber latex and all other elastomeric materials. These dimensions may not be appropriate for gloves made from other materials

Requirements for EN 455-2:2015 Force at Break

	Median Values of Force at Break (N)		
	Surgical gloves a)	Examination / Procedure Gloves b) c)	
Force at break	≥ 9.0	≥ 6.0	≥ 3.6
After challenge test			

A) Requirements for surgical gloves  
 b) Requirements for all examination gloves, except gloves made from thermoplastic materials (e.g. polyvinylchloride, polyethylene)  
 c) Requirements for gloves made from thermoplastic materials (e.g. polyvinylchloride, polyethylene)

## Test Results

EN 455-2:2015 Test Results of gloves identified as Medcare examination glove MD0120 Powder free

Clause / Test	Test Results				Result
	Sample	Size	Length mm	Width mm	
4.2 Length and 4.3 Width	1	8 (M)	248	96	Pass
	2	8 (M)	250	96	
	3	8 (M)	248	96	
	4	8 (M)	248	97	
	5	8 (M)	249	96	
	6	8 (M)	247	96	
	7	8 (M)	251	95	
	8	8 (M)	250	97	
	9	8 (M)	249	96	
	10	8 (M)	248	96	
	11	8 (M)	248	96	
	12	8 (M)	248	95	
	13	8 (M)	249	96	
Median	-	248	96		

EN 455-2:2015 Test Results for as received gloves identified as Medicare examination glove MD0120 Powder free

Clause / Test	Test Results					Result
	Sample	Single wall thickness mm (tf)	Thickness of dumbbell pieces mm (tx)	tf/tx	Force at break /N	
5.2 Force at Break	1	0.125	0.08	1.6	5.83	Pass all requirements
	2	0.12	0.08	1.5	9.09	
	3	0.125	0.08	1.6	8.36	
	4	0.125	0.07	1.8	9.68	
	5	0.12	0.07	1.7	9.49	
	6	0.12	0.08	1.5	7.78	
	7	0.115	0.08	1.4	8.95	
	8	0.115	0.08	1.4	10.82	
	9	0.12	0.07	1.7	6.93	
	10	0.115	0.08	1.4	9.02	
	11	0.115	0.08	1.4	7.52	
	12	0.125	0.07	1.8	9.46	
	13	0.12	0.07	1.7	9.09	
	Median	-	-	-	9.02	
$t_f/t_x \geq 0.9$ No correction is required $t_f/t_x < 0.9$ Correction is required						

EN 455-2:2015 Test Results for after aged gloves identified as Medicare examination glove MD0120 Powder free

Clause / Test	Test Results					Result
	Sample	Single wall thickness mm (tf)	Thickness of dumbbell pieces mm (tx)	tf/tx	Force at break /N	
5.2 Force at Break	1	0.13	0.08	1.6	6.66	Pass requirements B and C only
	2	0.135	0.08	1.7	11.24	
	3	0.14	0.08	1.8	7.76	
	4	0.14	0.07	2.0	6.13	
	5	0.13	0.07	1.2	8.62	
	6	0.13	0.08	1.6	9.51	
	7	0.135	0.08	1.7	7.19	
	8	0.135	0.07	1.9	9.53	
	9	0.14	0.08	1.8	7.72	
	10	0.14	0.07	2.0	9.06	
	11	0.13	0.07	1.9	7.96	
	12	0.13	0.08	1.6	8.13	
	13	0.13	0.08	1.6	9.79	
	Median	-	-	-	8.13	
$t_f/t_x \geq 0.9$ No correction is required $t_f/t_x < 0.9$ Correction is required						

## Additional Information / Notes

Additional uncertainty of measurement information

Clause / Test	Property	UoM
5 Watertightness	Time (s)	± 1.0 s
4.2 Length and 4.3 Width	Measurement (mm)	± 1.2 mm
5.2 Force at break	Force (N)	± 4.2%

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

### 1. GENERAL

- 1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are hereby excluded.
- 1.2 SATRA Technology Centre Limited, its subsidiaries and associated companies (hereinafter referred to as "SATRA") may perform Services for or supply Goods to persons or entities (public, private or governmental) issuing instructions (hereinafter termed the "Client"). Each also known individually as a Party, or jointly as Parties.
- 1.3 These terms and conditions will apply to the Contract between SATRA and the Client to the exclusion of any other terms which the Client may seek to impose or which may be implied by trade, custom, practice or course of dealing
- 1.4 Unless otherwise agreed in writing no party other than the Client is entitled to provide instructions or information relating to the Goods or Services required or to the delivery of goods, results, reports or certificates.
- 1.5 All references in these terms and conditions to:
- 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, drawings or other information required in order to operate the equipment).
- 1.6 All drawings, descriptive matter, specifications and advertising material (including brochures and catalogues) are issued or published with the sole purpose of giving an indication of the goods or services being described and shall not form part of the Contract.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

### 2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA will try and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.
- 2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts.
- 2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- 3.2 In the event of certification services the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.
- 3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all propriety rights in concepts, ideas and inventions that may arise during the preparation or provision of any report (including any deliverables provided by SATRA to the Client) and the provision of the Services to the Client.
- 3.5 All intellectual property rights in any software supplied to the Client shall belong to SATRA or SATRA's licensors. With respect to the sale of SATRA Timeline, SATRASUMM and SATRA Visionsstich, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.6 SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) Regulation (EU) 2016/679. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

### 4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- 4.2 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

### 5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and/or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
- death or personal injury caused by its negligence or the negligence of its employees or agents;
  - fraud or fraudulent misrepresentation;
  - breach of the terms implied by Section 12 of the Sale of Goods Act 1979;
  - defective products under the Consumer Protection Act 1987; or
  - any other liability which cannot be limited or excluded by applicable law.
- 5.3 Subject to clause 5.2 SATRA shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract for loss of profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.
- 5.4 Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

### 6. MISCELLANEOUS

- 6.1 If any one or more provisions of these conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 6.2 During the course of providing the Goods or Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause.
- 6.5 The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 6.6 All provisions of the Contract that limit or exclude the liability of SATRA are intended also to be for the benefit of SATRA's holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.

### 7. CONFIDENTIALITY

- 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
- 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms of business and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
- 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents. Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client.
- 7.5 The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

### 8. AMENDMENT

- 8.1 No amendment to this Contract shall be effective unless it is in writing, expressly stated to amend this Contract and signed by an authorised signatory of both Parties.

### 9. DISPUTE RESOLUTION

- 9.1 If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute.
- 9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, either party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.
- 9.3 Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty-eight days thereof, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the

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

- Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.
- 9.4 The laws of England shall govern the interpretation of this Contract. Subject to clauses 9.1, 9.2 and 9.3 any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England. However, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court it chooses.
- 10. PROVISION OF SERVICES**
- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Clients specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfil them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.
- Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.
- Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.
- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.
- 11. CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES**
- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.
- 12. DELIVERY AND NON-DELIVERY OF GOODS**
- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or SATRA is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licenses or authorisations then risk in the Goods shall pass to the Client, the Goods and/or Services shall be deemed to have been delivered; and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 13. RISK/TITLE OF GOODS**
- 13.1 Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- a) In the case of sales where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date of non-arrival of Goods and within 3 days of the invoice date of receipt of Goods damaged in transit; or
- b) In all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when: -
- a) SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has supplied to the Client in which case title to the Goods shall pass at the time of payment of all such sums; and
- b) the Client resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.
- 13.4 Until ownership of Goods has passed to the Client, the Client shall:
- a) hold the Goods as SATRA's bailee;
- b) store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- d) maintain the Goods in satisfactory condition and keep them insured on SATRA's behalf for their full price against all risks to the reasonable satisfaction of SATRA. The Client shall obtain an endorsement of SATRA's interest in the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.
- 13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.
- 13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:
- a) the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- b) SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product; and
- c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.
- 13.7 The Client grants SATRA, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.
- 13.8 On termination of the Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect.
- 14. PATENTS**
- 14.1 SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If its use is impossible without infringement of Letters Patent, Registered Design, Trade Mark or Copyright published at the date of the contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.
- 15. WARRANTY OF GOODS**
- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.
- 16. DEFECTIVE GOODS**
- 16.1 Subject to clauses 16.6 and 16.7 if:
- a) the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause; and
- b) SATRA is given a reasonable opportunity of examining such Goods; and
- c) the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises.
- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.
- 16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.
- 16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- a) the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or
- b) the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or
- c) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- d) the Goods have been manufactured to a design or specification or in compliance with other information provided by the Client and the defect has arisen as a result of that design, specification or information;
- 16.7 Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains redress from the manufacturer or supplier thereof provided that:
- a) SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;
- b) nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.
- 16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.



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Customer details: SATRA Technology Services (Dongguan) Ltd SATRA reference: CHM0304837/2046/LH  
Unit 110, Xinzhongyin Garden STE Job number: CHT0304176  
Hongwei Road  
Xiping, Nancheng District Date of report: 27<sup>th</sup> November 2020  
DONGGUAN CITY Samples received: 11<sup>th</sup> November 2020  
Guangdong Province  
China Date(s) work carried out: 19<sup>th</sup> to 23<sup>rd</sup> November 2020  
523079

## TECHNICAL REPORT

### SATRA Technology Services (Dongguan) Ltd:

Customer: Dongguan Grinvald Technology Co., Ltd  
401 Building A 4<sup>th</sup> Floor  
Dongguan  
Guangdong  
China

Subject: Determination of removable surface powder in accordance with EN ISO 21171:2006 on samples described as Medcare Nitrile examination gloves, powder free, colour blue Ref as MD0120

#### 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



**WORK REQUESTED:**

Samples of gloves described as Medicare Nitrile examination gloves, powder free, colour blue Ref as MD0120 were received on the 11<sup>th</sup> November 2020 for the determination of removable surface powder in accordance with EN ISO 21171:2006.

**SAMPLES SUBMITTED:**



Samples described as Medicare Nitrile examination gloves, powder free, colour blue Ref as MD0120

**TESTS REQUIRED:**

- EN ISO 21171: 2006 – Medical gloves – Determination of removable surface powder. Method B – Procedure for “powder free” gloves other than surgeon’s gloves

**CONCLUSION:**

The gloves described as Medicare Nitrile examination gloves, powder free, colour blue Ref as MD0120 were tested in accordance with EN ISO 21171:2006 method B and were found to contain 0.8 mg residual powder per glove and therefore can be classified as powder free gloves

**RESULTS:**

EN ISO 21171:2006 – Medical gloves – Determination of removable surface powder

Sample	Method	Mass of powder per glove (mg)
Medicare Nitrile examination gloves, powder free, colour blue Ref as MD0120	B	0.8
<b>Requirement (clause 4.4)</b>	≤ 2.0 mg for a ‘powder-free’ glove	

Method B – The result is based on one replicate of 5 gloves for each glove type.

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

### 1. GENERAL

- 1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are hereby excluded.
- 1.2 SATRA Technology Centre Limited, its subsidiaries and associated companies (hereinafter referred to as "SATRA") may perform Services for or supply Goods to persons or entities (public, private or governmental) issuing instructions (hereinafter termed the "Client"). Each also known individually as a Party, or jointly as Parties.
- 1.3 These terms and conditions will apply to the Contract between SATRA and the Client to the exclusion of any other terms which the Client may seek to impose or which may be implied by trade, custom, practice or course of dealing
- 1.4 Unless otherwise agreed in writing no party other than the Client is entitled to provide instructions or information relating to the Goods or Services required or to the delivery of goods, results, reports or certificates.
- 1.5 All references in these terms and conditions to:
- (a) the "Contract" is the contract between SATRA and the Client for the supply of Goods or Services which is made subject to these terms and conditions; and
- (b) "Services" are the work or services to be supplied or performed under the Contract (including where relevant the supply of software, components and consumables); and
- (c) "Goods" are the equipment, consumables or other physical items sold under the Contract (including documents, drawings or other information required in order to operate the equipment).
- 1.6 All drawings, descriptive matter, specifications and advertising material (including brochures and catalogues) are issued or published with the sole purpose of giving an indication of the goods or services being described and shall not form part of the Contract.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

### 2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA will try and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.
- 2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts.
- 2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- 3.2 In the event of certification services the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.
- 3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all propriety rights in concepts, ideas and inventions that may arise during the preparation or provision of any report (including any deliverables provided by SATRA to the Client) and the provision of the Services to the Client.
- 3.5 All intellectual property rights in any software supplied to the Client shall belong to SATRA or SATRA's licensors. With respect to the sale of SATRA Timeline, SATRASUMM and SATRA Visionsstitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.6 SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) Regulation (EU) 2016/679. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

### 4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- 4.2 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

### 5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:

- (a) death or personal injury caused by its negligence or the negligence of its employees or agents;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by Section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other liability which cannot be limited or excluded by applicable law.

- 5.3 Subject to clause 5.2 SATRA shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract for loss of profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.
- 5.4 Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

### 6. MISCELLANEOUS

- 6.1 If one or more provisions of these conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 6.2 During the course of providing the Goods or Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause.
- 6.5 The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 6.6 All provisions of the Contract that limit or exclude the liability of SATRA are intended also to be for the benefit of SATRA's holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.

### 7. CONFIDENTIALITY

- 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
- 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms of business and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
- 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents. Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client.
- 7.5 The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

### 8. AMENDMENT

- 8.1 No amendment to this Contract shall be effective unless it is in writing, expressly stated to amend this Contract and signed by an authorised signatory of both Parties.

### 9. DISPUTE RESOLUTION

- 9.1 If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute.
- 9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, either party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.
- 9.3 Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty-eight days thereof, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.

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

- 9.4 The laws of England shall govern the interpretation of this Contract. Subject to clauses 9.1, 9.2 and 9.3 any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England. However, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court it chooses.
- 10. PROVISION OF SERVICES**
- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Clients specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfil them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.
- Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.
- Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.
- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.
- 11. CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES**
- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.
- 12. DELIVERY AND NON-DELIVERY OF GOODS**
- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or SATRA is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licenses or authorisations then risk in the Goods shall pass to the Client, the Goods and/or Services shall be deemed to have been delivered; and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 13. RISK/TITLE OF GOODS**
- 13.1 Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- a) In the case of sales where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date of non-arrival of Goods and within 3 days of the invoice date of receipt of Goods damaged in transit; or
- b) In all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when: -
- a) SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has supplied to the Client in which case title to the Goods shall pass at the time of payment of all such sums; and
- b) the Client resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.
- 13.4 Until ownership of Goods has passed to the Client, the Client shall:
- a) hold the Goods as SATRA's bailee;
- b) store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- d) maintain the Goods in satisfactory condition and keep them insured on SATRA's behalf for their full price against all risks to the reasonable satisfaction of SATRA. The Client shall obtain an endorsement of SATRA's interest in the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.
- 13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.
- 13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:
- a) the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- b) SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product; and
- c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.
- 13.7 The Client grants SATRA, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.
- 13.8 On termination of the Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect.
- 14. PATENTS**
- 14.1 SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If its use is impossible without infringement of Letters Patent, Registered Design, Trade Mark or Copyright published at the date of the contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.
- 15. WARRANTY OF GOODS**
- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.
- 16. DEFECTIVE GOODS**
- 16.1 Subject to clauses 16.6 and 16.7 if:
- a) the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause; and
- b) SATRA is given a reasonable opportunity of examining such Goods; and
- c) the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises.
- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.
- 16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.
- 16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- a) the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or
- b) the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or
- c) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- d) the Goods have been manufactured to a design or specification or in compliance with other information provided by the Client and the defect has arisen as a result of that design, specification or information;
- 16.7 Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains redress from the manufacturer or supplier thereof provided that:
- a) SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;
- b) nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.
- 16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions – September 2019

Customer details: SATRA Technology Services (Dongguan) Ltd SATRA reference: CHM0302486/2038/JS  
Unit 110, Xinzhongyin Garden /A  
Hongwei Road Your reference: CHT0301899  
Xiping, Nancheng District  
DONGGUAN CITY Date of report: 14<sup>th</sup> October 2020  
Guangdong Province Samples received: 14<sup>th</sup> September 2020  
China Date(s) work carried out: 6<sup>th</sup> to 8<sup>th</sup> October 2020  
523079

## TECHNICAL REPORT

### SATRA Technology Services (Dongguan) Ltd:

Customer: Dongguan Grinvald Technology Co., Ltd.  
401 Building A 4th Floor,  
Dongguan  
Guangdong  
China  
523000

Subject: EN 16523-1:2015+A1:2018 resistance to permeation by chemicals on gloves described as Medicare examination gloves, powder free, color blue. Reference No. MD0120

#### Conditions of Issue:

This report may be forwarded to other parties provided that it is not changed in any way. It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.

Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for guidance only.

Tests marked  $\neq$  fall outside the UKAS Accreditation Schedule for SATRA. All interpretations of results of such tests and the comments based upon them are outside the scope of UKAS accreditation and are based on current SATRA knowledge.

**A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested. SATRA shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in the report.**

The uncertainty of the results (UoM) in this report is based on a standard uncertainty multiplied by a coverage factor  $k=2$ , which provides a coverage probability of approximately 95%.

Report signed by: Jennifer Shearer  
Position: Technologist  
Department: Chemical & Analytical Technology



**WORK REQUESTED:**

Samples of gloves described as Medicare examination gloves, powder free, color blue. Reference No. MD0120 were received on the 14<sup>th</sup> September 2020 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.

**SAMPLES SUBMITTED:**



Samples of gloves described as Medicare examination gloves, powder free, color blue. Reference No. MD0120

**CONCLUSION:**

When assessed in accordance with the requirements of EN ISO 374-1:2016+A1:2018 the samples of gloves described as Medicare examination gloves, powder free, color blue. Reference No. MD0120 achieved the following performance levels:

Chemical	Performance level
40% Sodium hydroxide (CAS: 1310-73-2)	6

Full results are reported in the following tables.

## 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

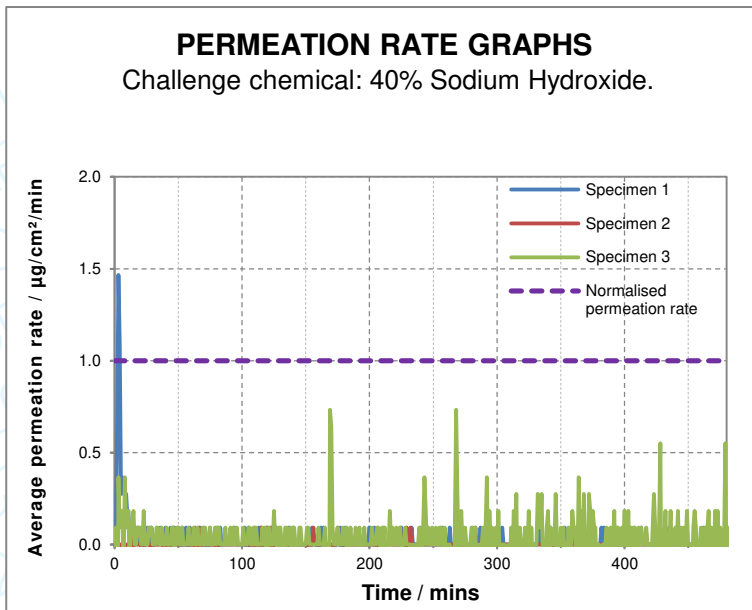
## RESULTS AND REQUIREMENTS:

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.

Test/Property	Sample reference:	Medcare examination gloves, powder free, color blue. Reference No. MD0120		Performance
EN 16523-1:2015 +A1:2018 in accordance with SATRA SOP CAT-009  Using PTFE permeation cells with standardised dimensions	<b>Test information:</b>	Chemical: 40% Sodium hydroxide		<b>Level 6</b>
		Normalised permeation rate (NPR): 1 µg/cm <sup>2</sup> /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		
	<b>Specimen</b>	<b>Thickness (mm)<sup>Δ</sup></b>	<b>Breakthrough time (mins)</b>	
1	0.09	>480		
2	0.09	>480		
3	0.08	>480		
	<b>Test result:</b>	<b>&gt;480</b>		
	<b>UoM:</b>	<b>&lt;1</b>		
Visual appearance of specimens after testing:		Swollen and discoloured		



The reading from specimen 1 after 3 minutes was considered to be an outlier and not a breakthrough.

Δ EN 16523-1:2015+A1:2018 does not require the test specimen thicknesses to be reported, this information is indicative only.

## 1. GENERAL

- 1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are hereby excluded.
- 1.2 SATRA Technology Centre Limited, its subsidiaries and associated companies (hereinafter referred to as "SATRA") may perform Services for or supply Goods to persons or entities (public, private or governmental) issuing instructions (hereinafter termed the "Client"). Each also known individually as a Party, or jointly as Parties.
- 1.3 These terms and conditions will apply to the Contract between SATRA and the Client to the exclusion of any other terms which the Client may seek to impose or which may be implied by trade, custom, practice or course of dealing
- 1.4 Unless otherwise agreed in writing no party other than the Client is entitled to provide instructions or information relating to the Goods or Services required or to the delivery of goods, results, reports or certificates.
- 1.5 All references in these terms and conditions to:
- 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, drawings or other information required in order to operate the equipment).
- 1.6 All drawings, descriptive matter, specifications and advertising material (including brochures and catalogues) are issued or published with the sole purpose of giving an indication of the goods or services being described and shall not form part of the Contract.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

## 2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA will try and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.
- 2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts.
- 2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

## 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- 3.2 In the event of certification services the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.
- 3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any report (including any deliverables provided by SATRA to the Client) and the provision of the Services to the Client.
- 3.5 All intellectual property rights in any software supplied to the Client shall belong to SATRA or SATRA's licensors. With respect to the sale of SATRA Timeline, SATRASUMM and SATRA Visionstitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.6 SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) Regulation (EU) 2016/679. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

## 4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- 4.2 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

## 5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and/or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
- death or personal injury caused by its negligence or the negligence of its employees or agents;
  - fraud or fraudulent misrepresentation;
  - breach of the terms implied by Section 12 of the Sale of Goods Act 1979;
  - defective products under the Consumer Protection Act 1987; or
  - any other liability which cannot be limited or excluded by applicable law.

- 5.3 Subject to clause 5.2 SATRA shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract for loss of profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.

- 5.4 Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

## 6. MISCELLANEOUS

- 6.1 If any one or more provisions of these conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 6.2 During the course of providing the Goods or Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause.
- 6.5 The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 6.6 All provisions of the Contract that limit or exclude the liability of SATRA are intended also to be for the benefit of SATRA's holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.

## 7. CONFIDENTIALITY

- 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
- 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms of business and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
- 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents. Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client.
- 7.5 The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

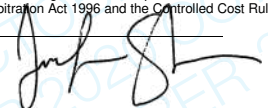
## 8. AMENDMENT

- 8.1 No amendment to this Contract shall be effective unless it is in writing, expressly stated to amend this Contract and signed by an authorised signatory of both Parties.

## 9. DISPUTE RESOLUTION

- 9.1 If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute.
- 9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, either party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.
- 9.3 Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty-eight days thereof, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the

Signed:





- Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.
- 9.4 The laws of England shall govern the interpretation of this Contract. Subject to clauses 9.1, 9.2 and 9.3 any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England. However, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court it chooses.
- 10. PROVISION OF SERVICES**
- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Clients specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfil them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.
- Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.
- Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.
- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.
- 11. CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES**
- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.
- 12. DELIVERY AND NON-DELIVERY OF GOODS**
- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or SATRA is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licenses or authorisations then risk in the Goods shall pass to the Client, the Goods and/or Services shall be deemed to have been delivered; and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 13. RISK/TITLE OF GOODS**
- 13.1 Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- a) In the case of sales where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date of non-arrival of Goods and within 3 days of the invoice date of receipt of Goods damaged in transit; or
- b) In all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when: -
- a) SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has supplied to the Client in which case title to the Goods shall pass at the time of payment of all such sums; and
- b) the Client resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.
- 13.4 Until ownership of Goods has passed to the Client, the Client shall:
- a) hold the Goods as SATRA's bailee;
- b) store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- d) maintain the Goods in satisfactory condition and keep them insured on SATRA's behalf for their full price against all risks to the reasonable satisfaction of SATRA. The Client shall obtain an endorsement of SATRA's interest in the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.
- 13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.
- 13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:
- a) the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- b) SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product; and
- c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.
- 13.7 The Client grants SATRA, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.
- 13.8 On termination of the Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect.
- 14. PATENTS**
- 14.1 SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If its use is impossible without infringement of Letters Patent, Registered Design, Trade Mark or Copyright published at the date of the contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.
- 15. WARRANTY OF GOODS**
- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.
- 16. DEFECTIVE GOODS**
- 16.1 Subject to clauses 16.6 and 16.7 if:
- a) the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause; and
- b) SATRA is given a reasonable opportunity of examining such Goods; and
- c) the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to replace the Goods at the Client's premises.
- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.
- 16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.
- 16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- a) the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or
- b) the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or
- c) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- d) the Goods have been manufactured to a design or specification or in compliance with other information provided by the Client and the defect has arisen as a result of that design, specification or information;
- 16.7 Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains redress from the manufacturer or supplier thereof provided that:
- a) SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;
- b) nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.
- 16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.



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523000

SATRA reference: CHT0300498 /2030/  
Issue 2

Your reference: MD0120

Date of report: 23 October 2020

Samples received: 22 July 2020

Date(s) work carried out: 4 August 2020

## TECHNICAL REPORT

(This report replaces the technical report of CHT0300498 /2030 issued on 4 August 2020)

Subject: EN ISO 21420: 2020 size & dexterity & innocuousness test, EN 374-2: 2014 air leak and water leak test on Nitrile examination gloves, powder free, colour blue, referenced MD0120. Size S (6), M (7), L (8).

### 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.**

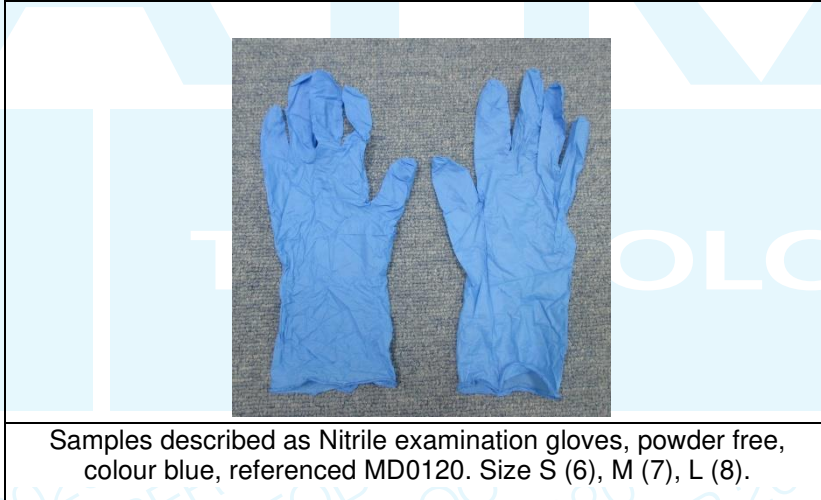
The uncertainty of the results (UoM) in this report is based on a standard uncertainty multiplied by a coverage factor  $k=2$ , which provides a coverage probability of approximately 95%.

Report signed by: Adam Zhang  
Position: Technologist  
Department: China Testing

**WORK REQUESTED**

Samples described as Nitrile examination gloves, powder free, colour blue, referenced MD0120. Size S (6), M (7), L (8) were received by SATRA on 22 July 2020 for testing in accordance with EN ISO 21420: 2020 and EN 374-2: 2014.

**SAMPLE SUBMITTED**



**TESTING REQUESTED**

- EN ISO 21420: 2020 Clause 5.1 – Sizing and measurement of gloves
- EN ISO 21420: 2020 Clause 5.2 – Dexterity
- EN ISO 21420: 2020 Clause 4.2 – Innocuousness of protective gloves
- EN 374-2: 2014 Clause 7.2 – Air leak
- EN 374-2: 2014 Clause 7.3 – Water leak

**CONCLUSION**

The samples described as Nitrile examination gloves, powder free, colour blue, referenced MD0120. Size S (6), M (7), L (8) were found to achieve the following results:

- EN ISO 21420: 2020 Clause 5.1 – See below table
- EN ISO 21420: 2020 Clause 5.2 – Level 5
- EN ISO 21420: 2020 Clause 4.2\* – Pass PAHs, DMFa and pH value
- EN 374-2: 2014 Clause 7.2\* – Pass
- EN 374-2: 2014 Clause 7.3 – Pass

All tests marked \* in this technical report were subcontracted to test facilities accredited to ISO/IEC 17025: 2017 by CNAS.

Detailed results are included on the following page(s)

## Testing

Testing was carried out in accordance with EN ISO 21420: 2020

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 ISO 21420: 2020 Clause 5.2 Dexterity

Performance level	1	2	3	4	5
Diameter of dexterity pin /mm	11.0	9.5	8.0	6.5	5.0

## Test Results

Table 2 – EN ISO 21420:2020 Test Results.

Clause / Test	Requirement	Test Results			UoM (See note ♣)	Result	
5.1 Glove length, comfort and fit	N/A	Length /mm			± 1.10 mm	N/A	
		Size	1	2			3
		6	240	243			248
		Comfortable on fit					
		7	234	238			239
5.2 Dexterity	See table 1	Minimum pin diameter / mm			N/A	Level 5	
		Size	6	6			7
		6	5.0	5.0			5.0
		8	5.0	5.0			5.0

## Additional Information / Notes

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.

## Innocuousness Testing

### RESULTS:

Sample Item	Sample Description	Location	Style
I001	Nitrile examination gloves	Gloves	-

### pH Value-EN ISO 21420:2020

Test Method I : With reference to EN ISO 4045:2018, analyzed by pH meter.

Test Method II: With reference to ISO 3071:2020, analyzed by pH meter.

<b>Requirement:</b>	<b>3.5-9.5</b>
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-	Unit	Result
<b>Test Item(s)</b>	-	<b>I001</b>
<b>Test Method</b>	-	<b>II</b>
<b>Parameter</b>	-	-
pH Value of Extracting Solution	-	5.40
Temp. of Aqueous Extract	deg. C	25.1
pH Value of Aqueous Extract	-	8.3
Difference Figure	-	-
<b>Conclusion</b>	-	<b>PASS</b>

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

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

## 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 : With reference to test method mentioned ISO/TS 16190:2013

<b>Maximum Allowable Limit:</b>	<b>Each of all listed PAHs: 1.0 mg/kg <sup>[a]</sup></b>
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Tested Item(s)	Result			Conclusion
	Detected Analyte(s)	Conc.	Unit	
I001	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.  
[a]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

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 (j) fluoranthene	205-82-3
4	Benzo (a) anthracene	56-55-3	8	Benzo (k) fluoranthene	207-08-9

**RESULTS:**

**Dimethylformamide(DMFA) Content—With reference to Substance of Very High Concern for authorization published by European Chemicals Agency (ECHA) Regarding Regulation (EC) No. 1907/2006 concerning REACH**

Test Method : With reference to EN 16778:2016, and then analyzed by Gas Chromatograph Mass Spectrometer.

Analyte	Unit	Result	Client's Requirement
		Test Item(s)	
		I001	
Dimethylformamide(DMFA)	mg/kg	ND	1000
<b>Conclusion</b>	-	PASS	-

Note / Key : ND = Not detected (<Detection Limit) Detection Limit (mg/kg) : 5

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

## Testing

Testing was carried out in accordance with EN 374-2: 2014

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

Requirements for EN 374-2: 2014

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

## Test Results

EN 374-2: 2014 Test Results

Clause / Test	Test Results	UoM	Result	
7.2 Air leak test	Total air pressure used	3.0 kPa	NA	Pass
	Sample size	Leaks		
	6	No leaks detected		
	6	No leaks detected		
	7	No leaks detected		
7.3 Water leak test	Sample size	Leaks	NA	Pass
	6	No leaks detected		
	6	No leaks detected		
	7	No leaks detected		
	8	No leaks detected		

Test report re-issued to change company information  
**\*\*\* End of Report \*\*\***



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

### 1. GENERAL

- 1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are, to the maximum extent permitted by law, hereby excluded.
- 1.2 SATRA Technology Services (Dongguan) Limited (东莞赛卓检测技术服务有限公司), 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 a 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 or which may be implied by trade, custom, practice or course of dealings.
- 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 made subject to these terms and conditions; and
  - 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); and
  - 1.5.3 "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); 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 described and shall not form part of the Contract.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

### 2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA will try to provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.
- 2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts.
- 2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- 3.2 In the event of certification services, the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.
- 3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all propriety 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 Timeline, SATRASUMM and SATRA Visionstitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.7 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 unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

### 4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- 4.2 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

### 5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
  - 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 profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.
- 5.4 Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or RMB500,000 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 entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause.
- 6.5 The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 6.6 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 holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.
7. CONFIDENTIALITY
  - 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
  - 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
  - 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms and conditions and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
  - 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents. Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client.
  - 7.5 The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

### 8. AMENDMENT

- 8.1 No amendment to a Contract shall be effective unless it is in writing, expressly stated to amend the Contract and signed by an authorised signatory of both Parties.

### 9. DISPUTE RESOLUTION

- 9.1 If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute.
- 9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, 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 right to have its own interpreters and legal advisors present throughout the arbitration. The arbitral award shall be final and binding upon the Parties and the Parties agree to be bound thereby and to act accordingly. Application may be made to any court having jurisdiction for judicial acceptance of the award and an order of enforcement and execution.
- 9.4 Unless specified otherwise in a Contract, the laws of the PRC shall govern the interpretation of a Contract.

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

### 10 PROVISION OF SERVICES

- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Client's specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfil them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.

Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client.

Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.

Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.

- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.

### 11 CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES

- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.

### 12 DELIVERY AND NON-DELIVERY OF GOODS

- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to 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 and/or Services shall be deemed to have been delivered; and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

### 13 RISK/TITLE OF GOODS

- 13.1 Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- 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; or
- 13.2.2 in all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when: -
- 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 resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.

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

- 13.4.1 hold the Goods as SATRA's bailee;
- 13.4.2 store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- 13.4.3 not destroy, deface or obscure any identifying mark 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 on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.

- 13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.

- 13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:

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

- 13.8 On termination of a Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect.

### 14 PATENTS

- 14.1 SATRA gives no indemnity against any claim of infringement of any Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If its use is impossible without infringement of a Patent, Registered Design, Trade Mark or Copyright published at the date of a Contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.

### 15 WARRANTY OF GOODS

- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.

### 16 DEFECTIVE GOODS

- 16.1 Subject to clauses 16.6 and 16.7 if:
- 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 15.1 that the Goods do not comply with the warranty in that clause; and
- 16.1.2 SATRA is given a reasonable opportunity of examining such Goods; and
- 16.1.3 the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business,
- then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises.
- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.
- 16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.
- 16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- 16.6.1 the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or
- 16.6.2 the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or
- 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 redress from the manufacturer or supplier thereof provided that:
- 16.7.1 SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;
- 16.7.2 nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.
- 16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions – May 2017



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Customer details: SATRA Technology Services (Dongguan) Ltd SATRA reference: CHM0302486/2038/JS  
Unit 110, Xinzhongyin Garden /B  
Hongwei Road Your reference: CHT0301899  
Xiping, Nancheng District Date of report: 14<sup>th</sup> October 2020  
DONGGUAN CITY Samples received: 14<sup>th</sup> September 2020  
Guangdong Province Date(s) work carried out: 24<sup>th</sup> to 28<sup>th</sup> September 2020  
China  
523079

## TECHNICAL REPORT

### SATRA Technology Services (Dongguan) Ltd:

Customer: Dongguan Grinvald Technology Co., Ltd.  
401 Building A 4th Floor,  
Dongguan  
Guangdong  
China  
523000

Subject: EN ISO 374-4:2019 determination of resistance to degradation by dangerous chemicals on gloves described as Medcare examination gloves, powder free, color blue. Reference No. MD0120

#### Conditions of Issue:

This report may be forwarded to other parties provided that it is not changed in any way. It must not be published, for example by including it in advertisements, without the prior, written permission of SATRA.

Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for guidance only.

Tests marked  $\neq$  fall outside the UKAS Accreditation Schedule for SATRA. All interpretations of results of such tests and the comments based upon them are outside the scope of UKAS accreditation and are based on current SATRA knowledge.

**A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested. SATRA shall not be liable for any subsequent loss or damage incurred by the client as a result of information supplied in the report.**

The uncertainty of the results (UoM) in this report is based on a standard uncertainty multiplied by a coverage factor  $k=2$ , which provides a coverage probability of approximately 95%.

Report signed by: Jennifer Shearer  
Position: Technologist  
Department: Chemical & Analytical Technology

(Page 1 of 5)

**WORK REQUESTED:**

Samples of gloves described as Medcare examination gloves, powder free, color blue. Reference No. MD0120 were received on 14<sup>th</sup> September 2020, for testing in accordance with EN ISO 374-4:2019.

**SAMPLE SUBMITTED:**



Samples of gloves described as Medcare examination gloves, powder free, color blue. Reference No. MD0120

**CONCLUSION:**

When assessed in accordance with EN ISO 374-4:2019 the samples of gloves described as Medcare examination gloves, powder free, color blue. Reference No. MD0120 achieved the following degradation results:

Chemical	Mean degradation / %
40% Sodium hydroxide (CAS: 1310-73-2)	-18.0

Full results are reported in the following tables.

**TESTING REQUIRED:**

- EN ISO 374-4:2019 - Protective gloves against dangerous chemicals and micro-organisms. Part 4: Determination of resistance to degradation by chemicals.

**RESULTS:**

<b>Sample description:</b>	MD0120		
<b>Challenge chemical:</b>	40% Sodium hydroxide (CAS: 1310-73-2)		
<b>Test temperature / °C:</b>	(23 ± 1)		
<b>Degradation / %:</b>	<b>Glove 1</b>	<b>Glove 2</b>	<b>Glove 3</b>
	5.2	-33.2	-26.1
<b>Mean degradation (DR) / %:</b>	-18.0		
<b>Standard deviation (<math>\sigma_{DR}</math>) / %:</b>	20.4		
<b>UoM / ± %:</b>	7.4		
<b>Appearance of samples after testing:</b>	No change		

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

## 1. GENERAL

- 1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are hereby excluded.
- 1.2 SATRA Technology Centre Limited, its subsidiaries and associated companies (hereinafter referred to as "SATRA") may perform Services for or supply Goods to persons or entities (public, private or governmental) issuing instructions (hereinafter termed the "Client"). Each also known individually as a Party, or jointly as Parties.
- 1.3 These terms and conditions will apply to the Contract between SATRA and the Client to the exclusion of any other terms which the Client may seek to impose or which may be implied by trade, custom, practice or course of dealing
- 1.4 Unless otherwise agreed in writing no party other than the Client is entitled to provide instructions or information relating to the Goods or Services required or to the delivery of goods, results, reports or certificates.
- 1.5 All references in these terms and conditions to:
- (a) the "Contract" is the contract between SATRA and the Client for the supply of Goods or Services which is made subject to these terms and conditions; and
- (b) "Services" are the work or services to be supplied or performed under the Contract (including where relevant the supply of software, components and consumables); and
- (c) "Goods" are the equipment, consumables or other physical items sold under the Contract (including documents, drawings or other information required in order to operate the equipment).
- 1.6 All drawings, descriptive matter, specifications and advertising material (including brochures and catalogues) are issued or published with the sole purpose of giving an indication of the goods or services being described and shall not form part of the Contract.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

## 2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA will try and provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.
- 2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts.
- 2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

## 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- 3.2 In the event of certification services the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.
- 3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any report (including any deliverables provided by SATRA to the Client) and the provision of the Services to the Client.
- 3.5 All intellectual property rights in any software supplied to the Client shall belong to SATRA or SATRA's licensors. With respect to the sale of SATRA Timeline, SATRASUMM and SATRA Visionstitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.6 SATRA shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) Regulation (EU) 2016/679. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

## 4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- 4.2 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

## 5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and/or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
- (a) death or personal injury caused by its negligence or the negligence of its employees or agents;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by Section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other liability which cannot be limited or excluded by applicable law.

- 5.3 Subject to clause 5.2 SATRA shall not be liable to the Client whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract for loss of profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.
- 5.4 Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or £100,000 whichever is the lower figure.

## 6. MISCELLANEOUS

- 6.1 If any one or more provisions of these conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 6.2 During the course of providing the Goods or Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause.
- 6.5 The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 6.6 All provisions of the Contract that limit or exclude the liability of SATRA are intended also to be for the benefit of SATRA's holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.

## 7. CONFIDENTIALITY

- 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
- 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms of business and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
- 7.4 The service deliverables referred to in clause 7.1 are submitted to the Client as confidential documents. Confidentiality shall continue to apply after completion of the business, but shall cease to apply to information or knowledge which has come into the public domain through no breach of this Contract by the Client.
- 7.5 The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

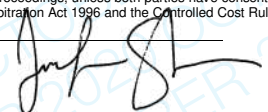
## 8. AMENDMENT

- 8.1 No amendment to this Contract shall be effective unless it is in writing, expressly stated to amend this Contract and signed by an authorised signatory of both Parties.

## 9. DISPUTE RESOLUTION

- 9.1 If there should be a dispute between the parties to this Agreement they undertake to act with goodwill and to use all reasonable endeavours to resolve that dispute.
- 9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, either party, upon giving written notice, may apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.
- 9.3 Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty-eight days thereof, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the

Signed:



- Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales.
- 9.4 The laws of England shall govern the interpretation of this Contract. Subject to clauses 9.1, 9.2 and 9.3 any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of England. However, the Party obtaining a judgement in such courts shall be entitled to enforce it in any court it chooses.
- 10. PROVISION OF SERVICES**
- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Clients specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfill them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.
- Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client. Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.
- Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.
- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.
- 11. CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES**
- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.
- 12. DELIVERY AND NON-DELIVERY OF GOODS**
- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to accept delivery of any of the Goods when they are ready for delivery, or SATRA is unable to deliver the Goods on time because the Client has not provided appropriate instructions, documents, licenses or authorisations then risk in the Goods shall pass to the Client, the Goods and/or Services shall be deemed to have been delivered; and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 13. RISK/TITLE OF GOODS**
- 13.1 Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- a) In the case of sales where delivery of Goods is made in the United Kingdom SATRA is notified by the Client within 10 days of the invoice date of non-arrival of Goods and within 3 days of the invoice date of receipt of Goods damaged in transit; or
- b) In all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when: -
- a) SATRA receives payment in full (in cash or cleared funds) for the Goods and any other Goods that SATRA has supplied to the Client in which case title to the Goods shall pass at the time of payment of all such sums; and
- b) the Client resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.
- 13.4 Until ownership of Goods has passed to the Client, the Client shall:
- a) hold the Goods as SATRA's bailee;
- b) store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- d) maintain the Goods in satisfactory condition and keep them insured on SATRA's behalf for their full price against all risks to the reasonable satisfaction of SATRA. The Client shall obtain an endorsement of SATRA's interest in the goods on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.
- 13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.
- 13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:
- a) the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- b) SATRA may at any time require the Client to deliver up all Goods in its possession that have not been resold or irrevocably incorporated into another product; and
- c) if the Client fails to do so promptly SATRA may exercise its rights under clause 13.7.
- 13.7 The Client grants SATRA, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to recover them.
- 13.8 On termination of the Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect.
- 14. PATENTS**
- 14.1 SATRA gives no indemnity against any claim of infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If its use is impossible without infringement of Letters Patent, Registered Design, Trade Mark or Copyright published at the date of the contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Letters Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.
- 15. WARRANTY OF GOODS**
- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.
- 16. DEFECTIVE GOODS**
- 16.1 Subject to clauses 16.6 and 16.7 if:
- a) the Client gives notice in writing to SATRA in accordance with clause 16.3 and during the period referred to in clause 15.1 that the Goods do not comply with the warranty in that clause; and
- b) SATRA is given a reasonable opportunity of examining such Goods; and
- c) the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises.
- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.
- 16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.
- 16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- a) the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or
- b) the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or
- c) the Client has breached any of the terms of the Contract under which the Goods were supplied; or
- d) the Goods have been manufactured to a design or specification or in compliance with other information provided by the Client and the defect has arisen as a result of that design, specification or information;
- 16.7 Where Goods or parts of Goods are not manufactured by SATRA then SATRA shall be liable for defects only to the extent that SATRA obtains redress from the manufacturer or supplier thereof provided that:
- a) SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;
- b) nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.
- 16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.



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Nancheng District, Dongguan City  
Guangdong Province, China  
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email: [info@satrafe.com](mailto:info@satrafe.com)

Customer details: Dongguan Grinvald Technology Co., Ltd  
401 Building A 4th Floor  
Dongguan  
Guangdong  
China

SATRA reference: CHT0303908 /2043

Your reference: MD0120

Date of report: 4 November 2020

Samples received: 21 October 2020

Date(s) work carried out: 22-30 October 2020

## TECHNICAL REPORT

Subject:

EN ISO 374-5: 2016 viruses test on Medcare examination gloves Powder free  
referenced as MD0120, Colour: Blue, size XL

### 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: Adam Zhang  
Position: Technologist  
Department: China Testing



**WORK REQUESTED**

Samples described as Medicare examination gloves Powder free referenced as MD0120, Colour: Blue, size XL were received by SATRA on 21 October 2020 for testing in accordance with EN ISO 374-5: 2016

**SAMPLE SUBMITTED**



Samples described as Medicare examination gloves Powder free referenced as MD0120, Colour: Blue, size XL

**TESTING REQUESTED**

EN ISO 374-5: 2016 Clause 5.3 – Protection against viruses (ISO 16604: 2004 Procedure B)

**CONCLUSION**

The samples described as Medicare examination gloves Powder free referenced as MD0120, Colour: Blue, size XL were found to achieve the following results:

EN ISO 374-5: 2016 Clause 5.3 – Pass

Detailed results are included on the following page(s)

## Test Results

Testing was conducted at a third-party laboratory and reported under their reference 20R006631. The laboratory is CNAS accredited to ISO 17025: 2017 with ISO 16604: 2004 included in their accreditation schedule.

**Table 1 – Resistance to penetration by blood-borne pathogens results**

Sample description:		Medicare examination gloves Powder free referenced as MD0120, Colour: Blue, size XL				
Test method	Specimen	Step 1 (0 kPa, 5 min)	Step 2 (14 kPa, 1min)	Step 3 (0kPa, 4min)	Titre of phage Phi-X174 (PFU /mL)	Comment
ISO 16604: 2004 Procedure B Using retaining screen	+ control	Penetration	Penetration	Penetration	Penetration	Acceptable
	- control	No penetration	No penetration	No penetration	< 1	Acceptable
	1	Invisible penetrate	Invisible penetrate	Invisible penetrate	< 1	Pass
	2	Invisible penetrate	Invisible penetrate	Invisible penetrate	< 1	Pass
	3	Invisible penetrate	Invisible penetrate	Invisible penetrate	< 1	Pass

**\*\*\* End of Report \*\*\***

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

### 1. GENERAL

- 1.1 Work done, Services undertaken or the sale of Goods are subject to the terms and conditions detailed below and (subject to clause 5.2) all other conditions, warranties and representations, expressed or implied by statute relating thereto are, to the maximum extent permitted by law, hereby excluded.
- 1.2 SATRA Technology Services (Dongguan) Limited (东莞赛卓检测技术服务有限公司), 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 a 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 or which may be implied by trade, custom, practice or course of dealings.
- 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 made subject to these terms and conditions; and
  - 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); and
  - 1.5.3 "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); 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 described and shall not form part of the Contract.
- 1.7 Where SATRA and the Client agree that the sale of Goods shall be governed by Incoterms 2010 (or any subsequent revision thereto) then the sale shall be governed by the relevant Incoterms mode of transport which is agreed by SATRA and the Client.

### 2. FEES AND PAYMENT

- 2.1 Where SATRA has agreed to perform the Services or supply the Goods on the basis of credit then payment terms are net 21 days from date of invoice, unless otherwise specified and may require part payment prior to delivery of the Services or Goods. In the event of the Client failing to make payment as agreed SATRA will be entitled to withhold delivery of the Goods or Services or cancel the Contract. SATRA reserves the right to charge interest on any overdue payments at a rate of 1.5% per month accruing on a daily basis from the date the invoice is due until the date payment is received.
- 2.2 Where the provision of Services or the sale of Goods is subject to a proforma invoice then SATRA shall not be obliged to start working on the provision of the Goods or Services until after payment in full has been made as cleared funds to SATRA.
- 2.3 SATRA reserves the right to charge for any and all expenses incurred as a result of performing the Services required by the Client. Although SATRA will try to provide an estimate of such expenses these may change as a result of circumstances out of SATRA's control.
- 2.4 Unless otherwise agreed in writing, the price for the Goods or Services shall be the price set in the order acknowledgement. SATRA shall not be bound by any price quoted which is not in writing. Prices for the sale of Goods include packing cases and materials but not carriage or installation which will be quoted separately and as agreed with the Client.
- 2.5 Quotations are valid from the date of issue for a period of 90 days unless otherwise specified or agreed in writing.
- 2.6 Should the Client become insolvent, bankrupt, subject to an administration order, enter into liquidation or receivership, or make arrangements with creditors SATRA reserves the right to cancel the Contract and terminate the supply of the Goods or Services. Where the Contract with SATRA is terminated all outstanding monies due from the Client to SATRA shall be immediately payable, and any materials supplied by SATRA to the Client returned. Termination of the Contract shall be without prejudice to any of SATRA's accrued rights.
- 2.7 All invoices issued by SATRA are payable in full. The Client is responsible for payment of withholding and any other taxes and all import duties. Payments made to SATRA shall not be reduced by such amounts.
- 2.8 The Client shall not be entitled to withhold or defer payment due to SATRA as a result of any dispute or counter claim that it may allege against SATRA.
- 2.9 SATRA reserves the right to bring action against the Client in order to collect unpaid fees, including court action. All fees associated with such actions shall be paid for by the Client including legal fees and related costs.
- 2.10 Where unforeseen costs arise as a result of provision of the Goods or carrying out the Services SATRA shall inform the Client immediately but reserves the right to charge additional costs to cover said costs and expenses.

### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights belonging to a Party prior to entry into the Contract shall remain with that Party. Nothing in this Contract shall allow transfer of any intellectual property rights from one Party to the other.
- 3.2 In the event of certification services, the use of certification marks by the Client may be subject to national and international laws and regulations. The responsibility for the use of these certification marks lies solely with the Client.
- 3.3 All intellectual property rights in reports, drawings, graphs, charts, photographs or any other material (in whatever medium) produced by SATRA pursuant to this Contract shall belong to SATRA. The Client shall have the right to use said material in accordance with the terms of this Contract.
- 3.4 The Client agrees and acknowledges that SATRA retains any and all propriety 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 Timeline, SATRASUMM and SATRA Visionstitch, provided that the Client is a member of SATRA and has paid its annual Smartcare fee then the Client will be entitled to use the software for its own internal use and will be entitled to receive minor software upgrades and fixes. SATRA may however terminate the supply of software upgrades and fixes for older versions of software which it no longer considers viable to support. The Client's rights to use the software and receive software upgrades and fixes will terminate if the Client has not paid its annual Smartcare fee. Major upgrades are not included within the entitlement to upgrades but may be offered by SATRA from time to time for an additional fee.
- 3.7 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 unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

### 4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and a charge will usually be made.
- 4.2 SATRA shall not be liable for any delay or failure in providing the Goods or Services due to circumstances beyond its reasonable control (including any failure by the Client to comply with its obligations). If any such circumstances arise which prevent SATRA from delivering the Goods or completing the Services, then SATRA will be entitled to cancel or reschedule the delivery of Goods or Services at its discretion. In the event of cancellation SATRA will be entitled to retain all fees paid by the Client for Goods or Services already supplied but will refund to the Client any fees paid by the Client for Goods or Services which have not yet been supplied. The Client will not be liable for any non-refundable expenses already incurred by SATRA in relation to Goods or Services not yet supplied unless the cancellation is due to the Client's failure to comply with its obligations under the Contract.

### 5. LIABILITY AND INDEMNIFICATION

- 5.1 Reports are issued on the basis of information, documents and or samples submitted to SATRA by the Client, or on behalf of the Client and are provided solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports and findings. Subject to clause 5.2, neither SATRA nor any of its employees, agents or subcontractors shall be liable to the Client or any third party for any actions taken or not taken on the basis of such findings and reports, nor for any incorrect results arising as a result of unclear, erroneous, incomplete, misleading or false information provided to SATRA.
- 5.2 Nothing in these terms and conditions shall limit or exclude SATRA's liability for:
  - 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 profits, sales, contracts, anticipated savings, loss or damage to goodwill or any indirect or consequential loss.
- 5.4 Subject to clause 5.2 SATRA's total aggregate liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall be limited to the total amount of fees for the Services or the price of the Goods (excluding any value added tax or other sales tax or expenses) payable by the Client to SATRA under the Contract or RMB500,000 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 entice, encourage or make any offer to SATRA's employees to leave their employment with SATRA.
- 6.3 The use of SATRA's corporate name or registered marks for advertising purposes is not permitted without SATRA's prior written authorisation.
- 6.4 All reports and documentation which are supplied to the Client under the Contract remain the property of SATRA until paid in full. Under no circumstances will a Client's purchase order override SATRA's retention of title in accordance with this clause.
- 6.5 The Client acknowledges that in entering into this Contract it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in these terms and conditions) made by or on behalf of SATRA or any other party before entering into the Contract. The Client waives all rights and remedies that, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 6.6 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 holding company (called SATRA, and being a company limited by guarantee and incorporated in England and Wales with company number 00153475), and shall accordingly be enforceable by such holding company as well as or instead of by SATRA, and on the basis that any limit on the liability of SATRA shall apply to it and to such holding company in the aggregate.
7. CONFIDENTIALITY
  - 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
  - 7.2 Deliverables referred to in clause 7.1 shall not be disclosed to third parties or used in litigation without the consent of SATRA.
  - 7.3 Where SATRA has given consent to disclosure of any service deliverables referred to in clause 7.1, the Client shall draw the attention of the third party to these terms and conditions and the basis on which SATRA undertakes testing, reporting and advising. The Client shall indemnify SATRA for any failure to do so.
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  - 7.5 The Client shall not disassemble, remove parts or carry out any form of analysis on goods or materials sold by SATRA for the purposes of reverse engineering or obtaining information on the construction, content or composition of the item without the consent of SATRA.

### 8. AMENDMENT

- 8.1 No amendment to a Contract shall be effective unless it is in writing, expressly stated to amend the Contract and signed by an authorised signatory of both Parties.

### 9. DISPUTE RESOLUTION

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- 9.2 Failure to resolve any dispute by discussions between the parties shall, in the first instance, be referred to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 21 days, 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 right to have its own interpreters and legal advisors present throughout the arbitration. The arbitral award shall be final and binding upon the Parties and the Parties agree to be bound thereby and to act accordingly. Application may be made to any court having jurisdiction for judicial acceptance of the award and an order of enforcement and execution.
- 9.4 Unless specified otherwise in a Contract, the laws of the PRC shall govern the interpretation of a Contract.

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

### 10 PROVISION OF SERVICES

- 10.1 SATRA shall provide Services using reasonable care and skill and in accordance with the Client's specific instructions and as confirmed by SATRA as part of the Contract review process.
- 10.2 Estimates for completion of the Services are made in good faith and date from receipt of a written order, payment of a proforma invoice if required, full information and samples to enable SATRA to proceed. While SATRA will make every effort to fulfil them, such estimates are subject to unforeseen events and if not achieved, cannot give rise to any claim. Time will not be of the essence in relation to the performance of the Services.
- 10.3 Results given in test reports or certificates refer only to samples submitted for analysis to SATRA. A satisfactory test report in no way implies that the product tested is approved by SATRA and no warranty is given as to the performance of the product tested.
- 10.4 SATRA may delegate all or part of the Services to a subcontractor and the Client authorises SATRA to disclose all information required to undertake the Services.
- 10.5 Where the Client requests SATRA to witness testing of other services being undertaken by a third party the Client agrees that SATRA's sole responsibility is to be present at the time of the work and to forward the results or confirm that the service has been undertaken. The Client agrees that unless otherwise agreed SATRA is not responsible for the condition or calibration of any equipment unless provided by SATRA.
- 10.6 Unless otherwise agreed in advance, test samples will be retained for 6 weeks from the date of the final report after which time they will be disposed of and SATRA shall cease to have any responsibility for such samples.

Where the nature of the samples or the Services undertaken results in specialist disposal then SATRA reserves the right to pass the cost of such disposal onto the Client.

Storage for longer periods may be possible only if agreed in advance and may incur a storage charge payable by the Client.

Where practical and agreed in advance, samples may be returned at the Client's expense. However, samples are in most instances partially or fully destroyed as part of the work undertaken and SATRA cannot guarantee that samples will be returned in an "as new" condition.

- 10.7 Where SATRA receives documents reflecting engagements between the Client and third parties or documents belonging to third parties, such documents shall be considered as being for information only and shall not release the Client from any or all obligations to SATRA.
- 10.8 SATRA reserves the right to make changes to the Services, provided that such changes do not materially affect the nature or quality of the provision of these Services or where they are necessary in order to ensure that any applicable laws or safety requirements are complied with.
- 10.9 The Client acknowledges that SATRA by providing the Services, neither takes the place of the Client or any third party or releases them from any of their obligations.

### 11 CLIENT RESPONSIBILITIES RELATING TO THE PROVISION OF SERVICES

- 11.1 The Client shall provide sufficient samples, information, instructions and documents as required to enable SATRA to carry out the Services in accordance with the methods, standards or other specifications as agreed.
- 11.2 Where applicable the Client shall allow access by members of SATRA staff to such premises where the Services are to be performed and provide any specialist equipment and personnel.
- 11.3 The Client shall inform SATRA in advance of any known hazards, dangers or other safety matters relating to samples submitted to SATRA or on site visits made by SATRA.
- 11.4 Where the Client fails to comply with any of its responsibilities SATRA reserves the right to suspend any Services until such time as the Client has complied and may require the Client to reimburse SATRA the amount of any additional costs arising from the suspension.

### 12 DELIVERY AND NON-DELIVERY OF GOODS

- 12.1 Delivery dates for the supply of the Goods are approximate only and not guaranteed. Time of delivery is not of the essence of the Contract and SATRA shall not be liable for any delay in delivery of Goods.
- 12.2 Should expedited delivery be requested and agreed, SATRA shall be entitled to make additional charges to cover overtime or any other additional costs.
- 12.3 Delivery of the Goods shall take place at such location as SATRA and the Client agree. If the Client agrees to collect the Goods from SATRA's premises, then delivery will take place at those premises in which case the consignment of Goods as recorded by SATRA upon dispatch shall be evidence of the Goods received by the Client unless the Client can provide conclusive evidence to the contrary.
- 12.4 SATRA shall not be liable for the non-delivery of Goods (even if caused by SATRA) unless the Client provides written notice of non-delivery in accordance with clause 13.2. Liability for non-delivery of Goods shall in any event be limited to replacing the Goods within a reasonable time frame or the issue of a credit note to the value of the Goods not delivered.
- 12.5 Should delivery of the Goods be suspended or delayed by the Client for any reason SATRA reserves the right to charge for storage and for all expenses incurred, including loss of or wastage of resources that cannot otherwise be used. If the delay extends beyond 30 days SATRA shall be entitled to immediate payment for any Goods that are ready for delivery, and any other additional costs.
- 12.6 If for any reason the Client fails to 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 and/or Services shall be deemed to have been delivered; and SATRA may store the Goods until delivery, whereupon the Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

### 13 RISK/TITLE OF GOODS

- 13.1 Subject to clause 12.6 the risk in the Goods will transfer to the Client on delivery of the Goods unless SATRA and the Client have agreed that the sale of the Goods will be governed by Incoterms 2010 (or any subsequent revision thereto) in which case risk will transfer to the Client in accordance with the Incoterms mode of transport which is agreed by SATRA and the Client.
- 13.2 The Company shall not accept responsibility for loss or damage in transit unless:
- 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; or
- 13.2.2 in all other cases the Client notifies SATRA on the non-arrival or damage in transit within a reasonable period of time as determined by SATRA.
- 13.3 Title to the Goods shall not pass to the Client until the earlier of when: -
- 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 resells the Goods in accordance with clause 13.5 in which case title shall pass to the Client immediately before the time at which the resale by the Client occurs.

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

- 13.4.1 hold the Goods as SATRA's bailee;
- 13.4.2 store the Goods (at no cost to SATRA) separately from all other goods belonging to the Client or any third party in such a way that they remain readily identifiable as SATRA's property (including where the Goods have been sold to a 3rd party);
- 13.4.3 not destroy, deface or obscure any identifying mark 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 on its insurance policy. On request the Client shall allow SATRA to inspect such Goods and shall produce the policy of insurance.

- 13.5 The Client may resell the Goods before ownership has passed to it solely on condition that sale shall be effected in the ordinary course of the Client's business at full market value.

- 13.6 If before title to the Goods passes to the Client, the Client becomes subject to any of the events referred to in clause 2.6 then without limiting any other right or remedy SATRA may have:

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

- 13.8 On termination of a Contract, howsoever caused, SATRA's (but not the Client's) rights contained in this clause 13 shall remain in effect.

### 14 PATENTS

- 14.1 SATRA gives no indemnity against any claim of infringement of any Patent, Registered Design, Trade Mark or Copyright by the use of or sale of any article or material supplied to the Client. If its use is impossible without infringement of a Patent, Registered Design, Trade Mark or Copyright published at the date of a Contract, SATRA will refund to the Client the purchase price of the said article or material provided that it is returned to SATRA free of charge. The Client warrants that any design or instruction furnished or given by the Client shall not be such as will cause SATRA to infringe any Patent, Registered Design, Trade Mark or Copyright in the execution of the Client's order.

### 15 WARRANTY OF GOODS

- 15.1 SATRA warrants that on delivery and for a period of 12 months from the date of delivery or within the shelf life of the Goods (whichever is the shorter period) the Goods shall be free from defects in design, material and workmanship.

### 16 DEFECTIVE GOODS

- 16.1 Subject to clauses 16.6 and 16.7 if:
- 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 15.1 that the Goods do not comply with the warranty in that clause; and
- 16.1.2 SATRA is given a reasonable opportunity of examining such Goods; and
- 16.1.3 the Client (if asked to do so by SATRA) returns such Goods to SATRA's place of business,
- then SATRA will, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. SATRA reserves the right to repair the Goods at the Client's premises.
- 16.2 The Client must inspect all Goods upon delivery. Failure to do so may result in further charges being applied in the event of a return.
- 16.3 If Goods are found to be faulty, defective or damaged the Client must inform SATRA in writing as soon as reasonably possible and in any event within 10 working days of the fault, damage or defect being discovered.
- 16.4 Without prejudice to clause 16.1 if no notice of rejection has been received by SATRA within 3 months of delivery, the Client shall be deemed to have accepted the Goods.
- 16.5 SATRA will pay the reasonable costs of carriage, packaging and insurance for any defective Goods which are returned by the Client provided that SATRA is liable under clause 16.1 to repair or replace the defective Goods. If SATRA determines that the Goods are not defective or if SATRA is not liable to repair or replace the Goods due to the circumstances under clauses 16.6 or 16.7 then the Client will be responsible for the payment of such costs.
- 16.6 SATRA shall not be under any liability to repair or at its option replace or pay for the repair or replacement of any Goods which are found to be defective if:
- 16.6.1 the defect is caused or substantially caused by wear and tear, overloading, misuse, neglect, modification or attempted modification carried out by any organisation other than by SATRA or their approved agents, or use with ancillary equipment not approved in writing by SATRA, or default in proper maintenance or cleaning; or
- 16.6.2 the Client authorises or carries out any repair or replacement of any Goods without first affording SATRA a reasonable opportunity to replace or repair them; or
- 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 redress from the manufacturer or supplier thereof provided that:
- 16.7.1 SATRA shall not be obliged to take any step to attempt to obtain such redress except at the request and expense of the Client and upon provision by the Client of a full indemnity as to costs for which SATRA may thereby become liable;
- 16.7.2 nothing in this condition 16.7 shall have effect as to impose upon SATRA any additional liability or obligations other than those referred to in condition 16.1.
- 16.8 Except as provided in clause 16.1 SATRA shall have no liability to the Client arising from any failure of the Goods to comply with the warranty in clause 15.1.

Terms and conditions – May 2017