

Intertek General Terms and Conditions of Services
Performed Within the United States of America

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3. Limitation of Liability and Indemnification

(a) The exclusive remedy for Intertek's breach of its obligations, and the total liability of Intertek for any loss or damage claimed, either directly or indirectly, in contract, tort, or otherwise, including, but not limited to, breach of contract, breach of warranty, negligence, gross negligence, strict liability, negligent and intentional misrepresentation, arising out of or in connection with the provision of the Services shall be either ten times the fee paid or payable for the specific item of Services giving rise to the claimed loss or damages, or Fifteen Thousand US Dollars (US\$ 15,000), whichever is less. Further Intertek shall have no liability whatsoever in respect of any claims for loss of profit, loss of production, loss of future business or cancellation of contracts, whether such loss or cancellation may arise directly or indirectly, nor any liability for indirect, incidental, punitive or special damages, or any consequential loss.

(b) The Customer shall guarantee, hold harmless and indemnify Intertek against all claims made by any third party, including without limitation any party other than the Customer who may have received or relied upon any Intertek Report whether or not with the express or implied authorization of Intertek, for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one service exceed the limit of liability identified in clause 3(a) and against any related costs of litigation and attorneys' fees.

(c) Customer shall defend, indemnify and hold Intertek harmless from and against all claims, suits and liabilities (including but not limited to cost of litigation and attorneys fees) arising from or related to, directly or indirectly, (1) actions by any governmental authority or others for any actual or asserted failure of the Customer or of any party other than the Customer who may have received or relied upon an Intertek Report to comply with any law, ordinance, regulation, rule or order of any governmental or judicial body; (2) information supplied by the Customer and relied upon by Intertek; and/or (3) personal injuries, loss of or damage to property, economic loss, and loss of or damage to intellectual property incurred by or occurring to any person or entity and arising in connection with or related to the work or Services performed or obligations assumed by Intertek, its officers, employees, agents, representatives, contractors and subcontractors.

(d) Customer shall defend, indemnify and hold Intertek harmless from and against all claims, suits and liabilities (including but not limited to cost of litigation and attorneys fees) arising from or related to the unauthorized use or misuse of Intertek Reports.

(e) The indemnities in favour of Intertek in clauses 3 (b), 3(c) and 3(d) shall apply even if the claims, suits and liabilities arise or are alleged to arise from the negligence, breach of contract or other legal fault of Intertek.

(f) Intertek expressly disclaims liability as a guarantor of the quality of any goods or as an insurer against loss or damage thereto, and disclaims all liability in any such capacity. Customers seeking a guarantee against loss or damage should obtain appropriate all risk insurance and, if such insurance is procured, Customer agrees to obtain a waiver of subrogation against Intertek.

4. Agreement to Increase Liability

Customer may request Intertek's agreement to increase the limit of Intertek's liability in consideration for an increase in the cost of the Services, but absent any such agreement between Customer and Intertek made in writing and signed by an authorized Intertek Officer the limit of Intertek's liability shall remain as stipulated in clause 3 (a).

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