



Shelf Life Determination (Real Time Study) Test Report

1. Purpose:

To determine the shelf life for examination gloves in its final configuration.

2. Scope :

This study covers Micro Textured Chlorinated Powder Free Latex Examination Gloves produced at Maxter Glove Manufacturing Sdn Bhd. The study serves to determine the shelf life of gloves based on real time aging study.

The need for an expiration date is primarily based on the potential for a critical aspect of the product to deteriorate, resulting in a patient/user safety risk.

3. Referenced Documents:

- EN 455-1: Requirements and testing for freedom from holes.
- EN 455-2:2009+A1:2011(E) Requirements and testing for physical properties.
- EN 455-4: 2009 Requirements and testing for shelf life determination.
(Annex A method for the determination of shelf life by real time stability studies)

4. Shelf life claims shall not exceed 3 years based on accelerated aging study and not more than 5 years based on real time aging study.



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5. Test Procedure :-

a) Real Time Aging (Stability Test)

- (i) Sufficient number of gloves shall be placed in a specified environment and conditioned to assess at intervals of one year or less. Pack 3 lots of Micro Textured Chlorinated Powder Free Latex Examination Gloves in its final packaging configuration.
- (ii) Record the manufacturing batch no., date of manufacture (time zero) of these lots of gloves and its packing lot no.
- (iii) Store the gloves under actual warehouse conditions (uncontrolled environment). Indicate the location of warehouse, average temperature & humidity of warehouse.
- (iv) The lots of gloves shall be tested individually and meet requirements of the appropriate EN Standard with respect to freedom from holes, gloves dimension and force at break testing (Refer Table 1).

Table 1 :

No of sample (pcs.)	Freedom from holes		Median of Force at Break (Aged)		Dimensions (width, length, thickness)	
	According to ISO 2859-1 Inspection level G1, AQL 1.5		Min. Req. ≥ 6 N			
	Acc	Rej	Acc	Rej	Acc	Rej
200	7	8	-	-	-	-
13	-	-	Median value ≥ 6 N	Median value < 6 N	Median value meet minimum requirements	Median value does not meet minimum requirements

- (v) Testing shall be performed continuously at a minimum yearly interval up to five years for these 3 lots of gloves. Each lot must pass all the requirements of the test as stated in Table 1 to allow a shelf life claim for the stated interval. However, no glove shall be labeled with an expiration date for more than 5 years from its date of manufacture.
- (vi) Upon completion of the above procedures, the shelf life claim shall be up to that period, not to exceed five years, for which the gloves have complied with the requirements of the EN455-4 standard.



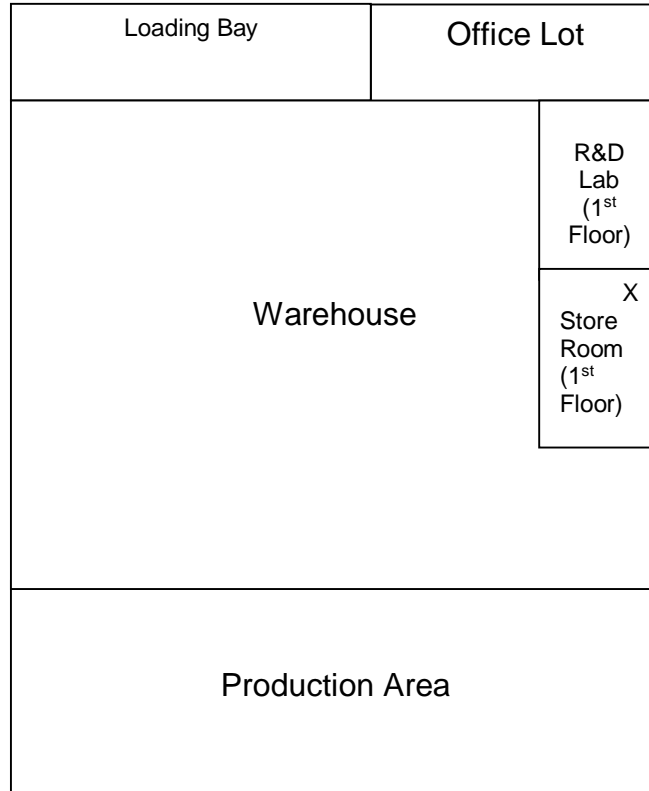
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6 Sample Details :-

Type of glove : **Micro Textured Chlorinated Powder Free Latex Examination Gloves**
 Size : **Medium**
 Production : **Line 19**

Production batch no.	3491	3492	3495
Packing batch no.	60124649	60124650	60124651
Manufacturing date	4/12/2009	5/12/2009	6/12/2009
Production Time	10am	12 pm	1 pm
Compounding Batch	3491	3492	3495
TSC %	31.80	31.79	31.91
Compounding Date	30/11/2009	1/12/2009	2/12/2009
Maturation Hours	95	96	95

7. Location of sample :



X - indicates the location of glove sample.



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8. Test Result

Time Interval	Date of Testing	Temperature	Humidity
Time Zero	10/12/2009	Ambient (27°C)	Ambient (83%)

1. Batch no : 3491

a) Freedom from Holes

Date of Testing:

Gloves	Sample size and specification
3491	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 1 defect observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	7.11
Sample 2	7.53
Sample 3	7.47
Sample 4	7.56
Sample 5	7.35
Sample 6	7.42
Sample 7	7.12
Sample 8	7.17
Sample 9	7.22
Sample 10	7.31
Sample 11	7.19
Sample 12	7.29
Sample 13	7.30
EN-455-2	6.0 N
Median	7.30 N
Conclusion : Pass	

c) Dimension (width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	245	95	0.08	0.11	0.13
Sample 2	245	96	0.08	0.12	0.14
Sample 3	242	95	0.09	0.12	0.14
Sample 4	243	95	0.09	0.11	0.15
Sample 5	243	94	0.08	0.11	0.14
Sample 6	245	95	0.08	0.11	0.14
Sample 7	243	95	0.09	0.12	0.14
Sample 8	242	94	0.09	0.12	0.13
Sample 9	245	96	0.09	0.12	0.15
Sample 10	245	95	0.09	0.11	0.14
Sample 11	244	96	0.08	0.11	0.15
Sample 12	245	95	0.09	0.11	0.15
Sample 13	244	96	0.08	0.11	0.14
EN-455-2	240 min	95±10	-	-	-
Median	244	95	0.09	0.11	0.14
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

2. Batch no : 3492

a) Freedom from Holes

Gloves	Sample size and specification
3492	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 3 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	7.55
Sample 2	7.42
Sample 3	7.24
Sample 4	7.31
Sample 5	7.22
Sample 6	7.45
Sample 7	7.39
Sample 8	7.28
Sample 9	7.48
Sample 10	7.52
Sample 11	7.26
Sample 12	7.46
Sample 13	7.48
EN-455-2	6.0 N
Median	7.42 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	245	96	0.10	0.11	0.14
Sample 2	245	95	0.10	0.11	0.15
Sample 3	244	95	0.09	0.12	0.14
Sample 4	243	95	0.10	0.12	0.15
Sample 5	243	96	0.09	0.12	0.15
Sample 6	243	95	0.09	0.11	0.14
Sample 7	245	95	0.10	0.11	0.14
Sample 8	244	95	0.09	0.11	0.15
Sample 9	245	95	0.09	0.12	0.15
Sample 10	244	95	0.10	0.12	0.15
Sample 11	243	96	0.10	0.12	0.14
Sample 12	243	95	0.09	0.11	0.14
Sample 13	245	95	0.09	0.12	0.14
EN-455-2	240 min	95±10	-	-	-
Median	244	95	0.09	0.12	0.14
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

3. Batch no : 3495

a) Freedom from Holes

Gloves	Sample size and specification
3495	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 0 defect observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	7.24
Sample 2	7.35
Sample 3	7.41
Sample 4	7.12
Sample 5	7.01
Sample 6	7.56
Sample 7	7.48
Sample 8	7.33
Sample 9	7.19
Sample 10	7.25
Sample 11	7.36
Sample 12	7.14
Sample 13	7.50
EN-455-2	6.0 N
Median	7.33 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	242	95	0.09	0.11	0.15
Sample 2	243	95	0.10	0.13	0.15
Sample 3	243	95	0.10	0.12	0.13
Sample 4	246	94	0.09	0.12	0.14
Sample 5	245	95	0.10	0.13	0.13
Sample 6	245	95	0.09	0.12	0.14
Sample 7	244	96	0.09	0.13	0.16
Sample 8	243	95	0.10	0.12	0.14
Sample 9	246	94	0.10	0.13	0.15
Sample 10	245	95	0.10	0.12	0.15
Sample 11	245	95	0.10	0.12	0.14
Sample 12	244	96	0.10	0.13	0.14
Sample 13	243	95	0.10	0.13	0.14
EN-455-2	240 min	95±10	-	-	-
Median	244	95	0.09	0.12	0.14
Conclusion	Pass	Pass	Pass	Pass	Pass

Conclusion :

All 3 lots of gloves had met the requirements of EN455 standards with respect to freedom from holes, force at break and dimension at time zero. Testing shall be continued at yearly basis for at least 5 years and the test results shall be reported every year.



Shelf Life Determination (Real Time Study) Test Report

Time Interval	Date of Testing	Temperature	Humidity
1 st Year	9/12/2010	Ambient (28 °C)	Ambient (84%)

1. Batch no : 3491

a) Freedom from Holes

Gloves	Sample size and specification
3491	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 2 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	6.86
Sample 2	6.98
Sample 3	7.11
Sample 4	7.25
Sample 5	7.14
Sample 6	7.04
Sample 7	6.94
Sample 8	7.22
Sample 9	7.31
Sample 10	7.26
Sample 11	7.10
Sample 12	7.28
Sample 13	7.32
EN-455-2	6.0 N
Median	7.14 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	245	95	0.09	0.11	0.15
Sample 2	244	95	0.08	0.10	0.14
Sample 3	245	95	0.09	0.12	0.13
Sample 4	246	94	0.09	0.11	0.15
Sample 5	245	95	0.10	0.11	0.14
Sample 6	244	95	0.10	0.11	0.14
Sample 7	245	95	0.09	0.11	0.15
Sample 8	245	95	0.09	0.12	0.15
Sample 9	244	96	0.10	0.11	0.14
Sample 10	243	95	0.09	0.10	0.15
Sample 11	243	95	0.10	0.11	0.15
Sample 12	242	95	0.08	0.11	0.14
Sample 13	245	94	0.09	0.11	0.14
EN-455-2	240 min	95±10	-	-	-
Median	245	95	0.09	0.11	0.14
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

2. Batch no : 3492

a) Freedom from Holes

Gloves	Sample size and specification
3492	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 1 defect observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	7.15
Sample 2	7.25
Sample 3	6.75
Sample 4	7.32
Sample 5	7.23
Sample 6	6.95
Sample 7	7.02
Sample 8	7.34
Sample 9	7.17
Sample 10	7.29
Sample 11	7.09
Sample 12	7.20
Sample 13	7.32
EN-455-2	6.0 N
Median	7.20 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	244	95	0.10	0.11	0.15
Sample 2	241	95	0.08	0.12	0.15
Sample 3	242	96	0.09	0.12	0.15
Sample 4	242	95	0.09	0.12	0.14
Sample 5	245	95	0.08	0.12	0.15
Sample 6	244	95	0.09	0.11	0.14
Sample 7	245	95	0.10	0.12	0.15
Sample 8	245	95	0.09	0.11	0.15
Sample 9	243	95	0.09	0.11	0.14
Sample 10	242	96	0.09	0.11	0.15
Sample 11	245	95	0.10	0.12	0.15
Sample 12	244	95	0.10	0.12	0.15
Sample 13	242	95	0.09	0.12	0.15
EN-455-2	240 min	95±10	-	-	-
Median	244	95	0.09	0.12	0.15
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

3. Batch no : 3495

a) Freedom from Holes

Gloves	Sample size and specification
3495	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 1 defect observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	7.21
Sample 2	7.14
Sample 3	7.10
Sample 4	6.85
Sample 5	6.97
Sample 6	7.34
Sample 7	7.29
Sample 8	7.25
Sample 9	7.18
Sample 10	7.12
Sample 11	7.01
Sample 12	7.17
Sample 13	7.13
EN-455-2	6.00 N
Median	7.14 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	242	95	0.09	0.10	0.15
Sample 2	242	95	0.09	0.11	0.15
Sample 3	245	96	0.10	0.12	0.14
Sample 4	244	95	0.10	0.12	0.15
Sample 5	245	95	0.09	0.12	0.14
Sample 6	244	94	0.09	0.11	0.14
Sample 7	245	95	0.10	0.11	0.14
Sample 8	244	95	0.10	0.12	0.15
Sample 9	242	94	0.09	0.11	0.14
Sample 10	243	95	0.08	0.12	0.15
Sample 11	243	94	0.08	0.11	0.14
Sample 12	245	95	0.09	0.10	0.15
Sample 13	242	94	0.10	0.10	0.14
EN-455-2	240 min	95±10	-	-	-
Median	244	95	0.09	0.11	0.14
Conclusion	Pass	Pass	Pass	Pass	Pass

Conclusion :

All 3 lots of gloves had met the requirements of EN455 standards with respect to freedom from holes, force at break and dimension at first (1st) year. Testing shall be continued at yearly basis for at least another 4 years and the test results shall be reported every year.



Shelf Life Determination (Real Time Study) Test Report

8.

Time Interval	Date of Testing	Temperature	Humidity
2 nd Year	9/12/2011	Ambient (28 °C)	Ambient (84%)

1. Batch no : 3491

a) Freedom from Holes

Gloves	Sample size and specification
3491	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 1 defect observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	6.75
Sample 2	7.01
Sample 3	6.98
Sample 4	6.82
Sample 5	7.12
Sample 6	7.10
Sample 7	7.04
Sample 8	7.21
Sample 9	6.88
Sample 10	6.97
Sample 11	7.01
Sample 12	7.10
Sample 13	7.05
EN-455-2	6.0 N
Median	7.01 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	245	95	0.09	0.10	0.14
Sample 2	244	94	0.10	0.11	0.14
Sample 3	245	95	0.08	0.11	0.15
Sample 4	245	95	0.09	0.10	0.15
Sample 5	243	95	0.09	0.12	0.14
Sample 6	242	94	0.10	0.12	0.14
Sample 7	242	95	0.10	0.11	0.13
Sample 8	243	94	0.09	0.12	0.14
Sample 9	245	94	0.09	0.11	0.15
Sample 10	245	95	0.10	0.12	0.14
Sample 11	243	95	0.10	0.12	0.14
Sample 12	245	95	0.10	0.11	0.15
Sample 13	243	96	0.09	0.11	0.15
EN-455-2	240 min	95±10	-	-	-
Median	244	95	0.09	0.11	0.14
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

2. Batch no : 3492

a) Freedom from Holes

Gloves	Sample size and specification
3492	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 3 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	7.10
Sample 2	7.02
Sample 3	7.13
Sample 4	6.87
Sample 5	7.11
Sample 6	7.09
Sample 7	6.98
Sample 8	6.81
Sample 9	7.12
Sample 10	7.17
Sample 11	7.03
Sample 12	6.88
Sample 13	6.92
EN-455-2	6.0 N
Median	7.03 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	245	95	0.10	0.11	0.13
Sample 2	245	95	0.08	0.11	0.15
Sample 3	244	95	0.08	0.12	0.15
Sample 4	243	96	0.09	0.11	0.13
Sample 5	242	94	0.09	0.10	0.14
Sample 6	243	95	0.10	0.12	0.15
Sample 7	242	95	0.10	0.12	0.14
Sample 8	243	95	0.09	0.11	0.14
Sample 9	243	95	0.09	0.12	0.14
Sample 10	245	96	0.10	0.12	0.15
Sample 11	245	94	0.09	0.12	0.14
Sample 12	243	95	0.10	0.11	0.15
Sample 13	242	95	0.09	0.11	0.15
EN-455-2	240 min	95±10	-	-	-
Median	243	95	0.09	0.11	0.14
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

3. Batch no : 3495

a) Freedom from Holes

Gloves	Sample size and specification
3495	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 2 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	6.99
Sample 2	6.86
Sample 3	7.15
Sample 4	7.02
Sample 5	7.10
Sample 6	6.91
Sample 7	7.12
Sample 8	7.09
Sample 9	7.18
Sample 10	7.03
Sample 11	6.73
Sample 12	6.80
Sample 13	7.07
EN-455-2	6.00 N
Median	7.03
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	245	95	0.09	0.11	0.14
Sample 2	243	94	0.10	0.11	0.15
Sample 3	242	96	0.09	0.12	0.14
Sample 4	245	95	0.10	0.12	0.14
Sample 5	243	95	0.10	0.11	0.14
Sample 6	243	96	0.10	0.12	0.14
Sample 7	245	95	0.09	0.12	0.15
Sample 8	245	96	0.09	0.11	0.14
Sample 9	243	95	0.10	0.11	0.15
Sample 10	243	95	0.10	0.12	0.14
Sample 11	245	96	0.09	0.12	0.15
Sample 12	246	95	0.10	0.12	0.14
Sample 13	245	95	0.09	0.11	0.14
EN-455-2	240 min	95±10	-	-	-
Median	245	95	0.10	0.12	0.14
Conclusion	Pass	Pass	Pass	Pass	Pass

Conclusion :

All 3 lots of gloves had met the requirements of EN455 standards with respect to freedom from holes, force at break and dimension at second (2nd) year. Testing shall be continued at yearly basis for at least another 3 years and the test results shall be reported every year.



Shelf Life Determination (Real Time Study) Test Report

Time Interval	Date of Testing	Temperature	Humidity
3 rd Year	8/12/2012	Ambient (27 °C)	Ambient (88%)

1. Batch no : 3491

a) Freedom from Holes

Gloves	Sample size and specification
3491	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 3 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	6.94
Sample 2	7.00
Sample 3	6.84
Sample 4	6.87
Sample 5	7.10
Sample 6	6.98
Sample 7	6.87
Sample 8	7.05
Sample 9	7.01
Sample 10	6.95
Sample 11	6.94
Sample 12	7.06
Sample 13	6.97
EN-455-2	6.0 N
Median	6.97 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	245	95	0.09	0.11	0.15
Sample 2	242	95	0.09	0.11	0.14
Sample 3	243	94	0.10	0.12	0.14
Sample 4	244	95	0.09	0.12	0.15
Sample 5	245	96	0.10	0.11	0.14
Sample 6	244	95	0.09	0.12	0.15
Sample 7	243	95	0.09	0.12	0.14
Sample 8	245	96	0.09	0.11	0.14
Sample 9	244	94	0.10	0.11	0.14
Sample 10	245	96	0.10	0.12	0.15
Sample 11	243	95	0.09	0.12	0.14
Sample 12	244	95	0.09	0.11	0.14
Sample 13	245	94	0.10	0.12	0.15
EN-455-2	240 min	95±10	-	-	-
Median	244	95	0.09	0.12	0.14
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

2. Batch no : 3492

a) Freedom from Holes

Gloves	Sample size and specification
3492	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 3 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	7.01
Sample 2	7.10
Sample 3	7.12
Sample 4	6.97
Sample 5	7.02
Sample 6	6.95
Sample 7	7.12
Sample 8	7.02
Sample 9	6.84
Sample 10	7.11
Sample 11	7.15
Sample 12	6.87
Sample 13	6.74
EN-455-2	6.0 N
Median	7.02 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	244	95	0.09	0.11	0.15
Sample 2	244	95	0.10	0.12	0.15
Sample 3	245	94	0.09	0.12	0.15
Sample 4	243	95	0.09	0.11	0.15
Sample 5	242	96	0.08	0.12	0.15
Sample 6	243	95	0.09	0.11	0.15
Sample 7	242	95	0.09	0.12	0.14
Sample 8	245	94	0.09	0.12	0.14
Sample 9	242	95	0.09	0.11	0.14
Sample 10	243	95	0.09	0.12	0.15
Sample 11	242	96	0.10	0.12	0.15
Sample 12	244	95	0.09	0.11	0.15
Sample 13	242	95	0.09	0.11	0.15
EN-455-2	240 min	95±10	-	-	-
Median	243	95	0.09	0.12	0.15
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

3. Batch no : 3495

a) Freedom from Holes

Gloves	Sample size and specification
3495	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 1 defect observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	6.81
Sample 2	7.10
Sample 3	6.95
Sample 4	6.87
Sample 5	7.09
Sample 6	7.01
Sample 7	7.15
Sample 8	6.98
Sample 9	6.94
Sample 10	7.05
Sample 11	7.13
Sample 12	6.91
Sample 13	6.85
EN-455-2	6.00 N
Median	6.98
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	242	95	0.10	0.11	0.15
Sample 2	245	95	0.09	0.11	0.15
Sample 3	245	95	0.09	0.12	0.15
Sample 4	245	95	0.08	0.11	0.14
Sample 5	243	95	0.09	0.11	0.14
Sample 6	243	96	0.08	0.12	0.14
Sample 7	245	95	0.09	0.12	0.15
Sample 8	245	95	0.08	0.12	0.14
Sample 9	244	94	0.09	0.11	0.14
Sample 10	245	95	0.09	0.12	0.14
Sample 11	245	95	0.08	0.11	0.15
Sample 12	242	95	0.10	0.12	0.15
Sample 13	243	95	0.09	0.11	0.15
EN-455-2	240 min	95±10	-	-	-
Median	243	95	0.09	0.11	0.15
Conclusion	Pass	Pass	Pass	Pass	Pass

Conclusion :

All 3 lots of gloves had met the requirements of EN455 standards with respect to freedom from holes, force at break and dimension at third (3rd) year. Testing shall be continued at yearly basis for at least another 2 years and the test results shall be reported every year.



Shelf Life Determination (Real Time Study) Test Report

Time Interval	Date of Testing	Temperature	Humidity
4 th Year	5/12/2013	Ambient (27 °C)	Ambient (86%)

1. Batch no : 3491

a) Freedom from Holes

Gloves	Sample size and specification
3491	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 2 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	7.13
Sample 2	6.94
Sample 3	7.01
Sample 4	6.98
Sample 5	6.75
Sample 6	6.88
Sample 7	6.98
Sample 8	7.09
Sample 9	7.10
Sample 10	6.87
Sample 11	7.14
Sample 12	6.99
Sample 13	7.06
EN-455-2	6.0 N
Median	6.99 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	245	95	0.09	0.11	0.15
Sample 2	245	95	0.10	0.12	0.14
Sample 3	244	96	0.09	0.12	0.14
Sample 4	241	95	0.09	0.12	0.15
Sample 5	245	95	0.10	0.12	0.14
Sample 6	245	95	0.10	0.11	0.15
Sample 7	243	94	0.09	0.11	0.14
Sample 8	245	95	0.10	0.11	0.13
Sample 9	244	95	0.09	0.11	0.14
Sample 10	245	95	0.10	0.11	0.15
Sample 11	244	95	0.09	0.12	0.14
Sample 12	245	95	0.10	0.10	0.15
Sample 13	243	95	0.10	0.12	0.15
EN-455-2	240 min	95±10	-	-	-
Median	245	95	0.10	0.11	0.14
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

2. Batch no : 3492

a) Freedom from Holes

Gloves	Sample size and specification
3492	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 2 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	6.91
Sample 2	6.89
Sample 3	7.02
Sample 4	7.11
Sample 5	7.00
Sample 6	6.85
Sample 7	7.14
Sample 8	7.08
Sample 9	6.94
Sample 10	6.93
Sample 11	7.07
Sample 12	7.18
Sample 13	6.92
EN-455-2	6.0 N
Median	7.00 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	241	95	0.10	0.12	0.15
Sample 2	245	95	0.09	0.11	0.15
Sample 3	245	95	0.09	0.11	0.14
Sample 4	244	94	0.09	0.11	0.14
Sample 5	243	94	0.09	0.12	0.15
Sample 6	245	95	0.09	0.12	0.15
Sample 7	245	96	0.10	0.11	0.14
Sample 8	246	95	0.09	0.12	0.15
Sample 9	242	96	0.09	0.12	0.15
Sample 10	243	95	0.09	0.11	0.15
Sample 11	244	95	0.09	0.12	0.14
Sample 12	244	96	0.09	0.12	0.15
Sample 13	245	95	0.10	0.11	0.15
EN-455-2	240 min	95±10	-	-	-
Median	244	95	0.19	0.12	0.15
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

3. Batch no : 3495

a) Freedom from Holes

Gloves	Sample size and specification
3495	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 2 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	7.02
Sample 2	6.74
Sample 3	7.03
Sample 4	7.12
Sample 5	6.71
Sample 6	6.88
Sample 7	6.94
Sample 8	6.97
Sample 9	6.93
Sample 10	7.11
Sample 11	6.75
Sample 12	6.86
Sample 13	6.78
EN-455-2	6.00 N
Median	6.93
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	242	95	0.09	0.12	0.15
Sample 2	245	95	0.10	0.11	0.15
Sample 3	244	96	0.09	0.11	0.14
Sample 4	245	95	0.09	0.11	0.15
Sample 5	245	95	0.09	0.12	0.15
Sample 6	243	95	0.09	0.12	0.15
Sample 7	247	95	0.09	0.12	0.15
Sample 8	242	96	0.10	0.11	0.14
Sample 9	245	94	0.09	0.12	0.14
Sample 10	245	95	0.10	0.11	0.15
Sample 11	243	95	0.10	0.12	0.14
Sample 12	245	95	0.09	0.12	0.14
Sample 13	248	96	0.09	0.12	0.15
EN-455-2	240 min	95±10	-	-	-
Median	245	95	0.09	0.12	0.15
Conclusion	Pass	Pass	Pass	Pass	Pass

Conclusion :

All 3 lots of gloves had met the requirements of EN455 standards with respect to freedom from holes, force at break and dimension at fourth (4th) year. Testing shall be continued at yearly basis for at least another 1 year and the test results shall be reported every year.



Shelf Life Determination (Real Time Study) Test Report

Time Interval	Date of Testing	Temperature	Humidity
5 th Year	4/12/2014	Ambient (27 °C)	Ambient (85%)

1. Batch no : 3491

a) Freedom from Holes

Gloves	Sample size and specification
3491	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 3 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	7.01
Sample 2	6.94
Sample 3	6.87
Sample 4	7.10
Sample 5	6.95
Sample 6	6.98
Sample 7	7.12
Sample 8	7.10
Sample 9	6.98
Sample 10	7.02
Sample 11	6.81
Sample 12	6.72
Sample 13	6.75
EN-455-2	6.0 N
Median	6.98 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	245	95	0.10	0.11	0.15
Sample 2	245	95	0.09	0.12	0.15
Sample 3	245	94	0.09	0.12	0.14
Sample 4	244	95	0.10	0.11	0.14
Sample 5	245	95	0.10	0.11	0.15
Sample 6	245	96	0.10	0.12	0.14
Sample 7	243	95	0.09	0.12	0.14
Sample 8	245	95	0.09	0.11	0.14
Sample 9	245	95	0.09	0.12	0.15
Sample 10	244	94	0.09	0.11	0.15
Sample 11	247	96	0.10	0.11	0.14
Sample 12	244	95	0.09	0.11	0.15
Sample 13	243	95	0.09	0.11	0.15
EN-455-2	240 min	95±10	-	-	-
Median	245	95	0.09	0.11	0.15
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

2. Batch no : 3492

a) Freedom from Holes

Gloves	Sample size and specification
3492	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 3 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	6.94
Sample 2	6.97
Sample 3	7.02
Sample 4	7.11
Sample 5	6.84
Sample 6	6.75
Sample 7	7.15
Sample 8	7.07
Sample 9	6.76
Sample 10	6.96
Sample 11	6.91
Sample 12	6.89
Sample 13	7.05
EN-455-2	6.0 N
Median	6.96 N
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	242	95	0.09	0.11	0.14
Sample 2	243	95	0.10	0.12	0.13
Sample 3	245	95	0.09	0.11	0.15
Sample 4	245	94	0.09	0.12	0.14
Sample 5	244	95	0.10	0.11	0.14
Sample 6	244	95	0.09	0.12	0.15
Sample 7	243	94	0.09	0.11	0.14
Sample 8	245	95	0.09	0.12	0.15
Sample 9	243	95	0.09	0.11	0.14
Sample 10	243	95	0.09	0.11	0.14
Sample 11	245	94	0.09	0.11	0.15
Sample 12	245	95	0.09	0.12	0.15
Sample 13	242	95	0.09	0.11	0.15
EN-455-2	240 min	95±10	-	-	-
Median	244	95	0.09	0.11	0.14
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

3. Batch no : 3495

a) Freedom from Holes

Gloves	Sample size and specification
3495	Sample size: Inspection Level G-1, but not less than 200 gloves. AQL = 1.5
Conclusion	Watertight test undertaken: 0 defects observed. Pass Inspection criteria : Ac/Re : 7/8

b) Force at Break

Sample no	Force at Break (N)
Sample 1	6.94
Sample 2	6.91
Sample 3	6.82
Sample 4	7.04
Sample 5	7.11
Sample 6	6.87
Sample 7	6.98
Sample 8	6.97
Sample 9	7.08
Sample 10	7.01
Sample 11	6.92
Sample 12	6.88
Sample 13	6.95
EN-455-2	6.00 N
Median	6.95
Conclusion : Pass	

c) Dimension(width, length, thickness)

Sample no	Length (mm)	Width (mm)	Thickness (mm)		
			Cuff	Palm	Finger
Sample 1	242	95	0.10	0.12	0.15
Sample 2	245	96	0.09	0.11	0.15
Sample 3	244	95	0.09	0.11	0.13
Sample 4	244	95	0.10	0.12	0.13
Sample 5	243	95	0.09	0.11	0.15
Sample 6	243	95	0.09	0.11	0.14
Sample 7	241	95	0.09	0.12	0.15
Sample 8	240	95	0.10	0.11	0.15
Sample 9	245	95	0.09	0.11	0.15
Sample 10	243	96	0.09	0.11	0.15
Sample 11	246	95	0.10	0.12	0.14
Sample 12	243	95	0.09	0.11	0.15
Sample 13	245	95	0.10	0.12	0.14
EN-455-2	240 min	95±10	-	-	-
Median	243	95	0.09	0.11	0.15
Conclusion	Pass	Pass	Pass	Pass	Pass



Shelf Life Determination (Real Time Study) Test Report

Conclusion :

The overall real time study results as follows:-

Time Interval	Storage Conditions Temperature & Humidity	Freedom from Hole	Force at Break	Dimension
Time zero	27°C & 83%	Pass	Pass	Pass
1 st Year	28°C & 84%	Pass	Pass	Pass
2 nd Year	28°C & 84%	Pass	Pass	Pass
3 rd Year	27°C & 88%	Pass	Pass	Pass
4 th Year	27°C & 86%	Pass	Pass	Pass
5 th Year	27°C & 85%	Pass	Pass	Pass

Conclusion :

All 3 lots of gloves had met the requirements of EN455 standards with respect to freedom from holes, force at break and dimension after 5 years from the date of manufacture. Therefore shelf life claim for 5 years based on real time aging study is **declared valid**.

Prepared by :

Rosnita Abdul Hadi
Sr. QA Chemist
Date: 2/01/2015

Approved by :

Yap Peak Geeh
QA & Regulatory Affairs Manager
Date: 2/01/2015



M A X T E R
GLOVE MANUFACTURING SDN BHD
(229862-H)

LOT 6070
Jalan Haji Abdul Manan, 6th Miles Off Jalan Meru
41050 Klang, Selangor, Malaysia
Tel: 603-33929888 (8 lines) Fax: 603-33923328
E-MAIL: info@maxter.com.my

Date: 06th October 2021

To Whom It May Concern

EC DECLARATION OF CONFORMITY

We, **MAXTER GLOVE MANUFACTURING SDN. BHD.** located at Lot 6070, Jalan Haji Abdul Manan, 6th Miles Off Jalan Meru, 41050 Klang, Selangor, Malaysia, declares under our sole responsibility that the medical devices described hereafter as :-

- **Non Sterile Latex Examination Gloves**
- **Non Sterile Nitrile Examination Gloves**

- Are in conformity with the general safety and performance requirements of Annex I Medical Device Regulation (EU) 2017/745 for Class I medical devices.
- Classification: Class I based on Rule 5 transient use, Annex VIII of Medical Device Regulation (EU) 2017/745.
- Are in conformity with the national standard transposing harmonized standard EN 455.
- The gloves are manufactured according to ISO 9001:2015 and EN ISO 13485:2016 Quality Management Systems and certified by Notified Body, SGS United Kingdom Ltd Systems & Services Certification.
- Our Authorized Representative is Supermax Healthcare (Europe) Limited, 38 Main Street, Swords Co. Dublin, Ireland K67 E0A2.

**Klang, Selangor
Malaysia**



**Yap Peak Geeh
QA & Regulatory Affairs Manager**

Customer details: Maxter Glove Manufacturing Sdn Bhd
Lot 6070
Jalan Haji Abdul Manan
6th Miles off Jalan Meru
41050 Klang
Selangor
Malaysia

SATRA reference: CHM0277509/1844/JH
/D

Your reference:

Date of report: 4th January 2019

Samples received: 12th November 2018

Date(s) work carried out: 20th November 2018 to
4th January 2019

TECHNICAL REPORT

Subject: EN 16523-1: 2015 resistance to permeation by chemicals on gloves described as Latex Powder Free Glove MTCLPF 57

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.

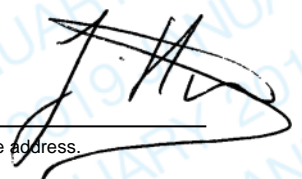
Tests marked \neq fall outside the UKAS Accreditation Schedule for SATRA. All interpretations of results of such tests and the comments based upon them are outside the scope of UKAS accreditation and are based on current SATRA knowledge.

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

(Page 1 of 12)



WORK REQUESTED:

Samples of gloves described as Latex Powder Free Glove MTCLPF 57 were received by SATRA on the 12th November 2018 for testing in accordance with EN 16523-1:2015 and assessment in accordance with the requirements of EN ISO 374-1: 2016.

SAMPLES SUBMITTED:



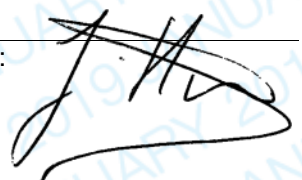
Samples described as Latex Powder Free Glove MTCLPF 57

CONCLUSION:

When assessed in accordance with the requirements of EN ISO 374-1:2016 the samples of gloves described as Latex Powder Free Glove MTCLPF 57 achieved the following performance levels:

Chemical	Performance level
n-Heptane (CAS: 142-82-5)	The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved
40% Sodium hydroxide (CAS: 1310-73-2)	3
25% Ammonium hydroxide (CAS: 1336-21-6)	The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved
96% Sulphuric acid (CAS: 7664-93-9)	1
30% Hydrogen peroxide (CAS: 7722-84-1)	The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved
37% Formaldehyde (CAS: 50-00-0)	5

Full results are reported in the following tables.



TESTING REQUIRED:

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

RESULTS AND REQUIREMENTS:

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

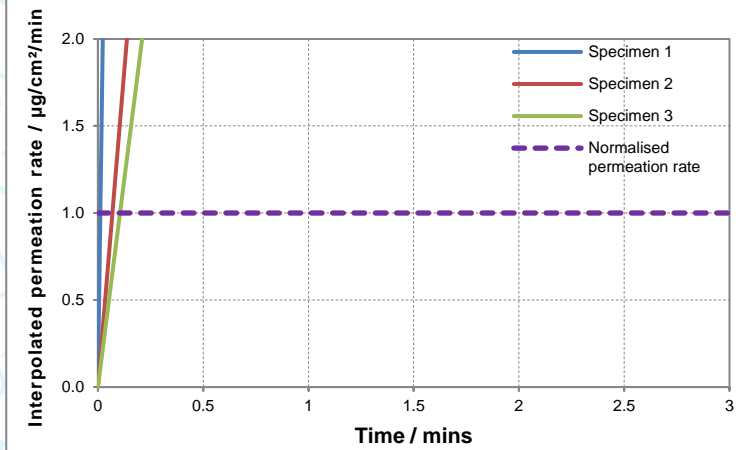
Permeation performance level	Measured breakthrough time (minutes)
1	>10
2	>30
3	>60
4	>120
5	>240
6	>480

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

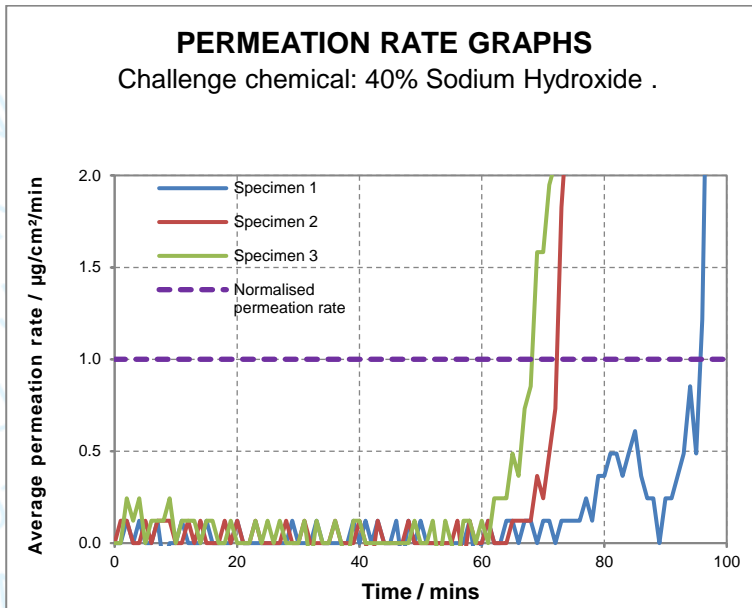
Test/Property	Sample reference:	Latex Powder Free Glove MTCLPF 57		Performance	
<p>EN 16523-1:2015 in accordance with SATRA SOP CAT-005</p> <p>Using stainless steel permeation cells with standardised dimensions</p>	Test information:	Chemical: n-Heptane		<p>The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved</p>	
		Normalised permeation rate (NPR): 1 µg/cm ² /min			
		Detection technique: GC-FID (periodic measurement)			
		Collection medium: Dry air (open loop)			
		Collection medium flow rate: 335 – 380 ml/min			
		Test temperature: (23 ± 1) °C			
	Specimen	Thickness (mm)^Δ	Breakthrough time (mins)[▲]		
		1	0.11		<1
		2	0.09		<1
		3	0.10		<1
		Test result:	<1		
		UoM:	<1		
Visual appearance of specimens after testing:		Swollen, discoloured and softened			

PERMEATION RATE GRAPHS

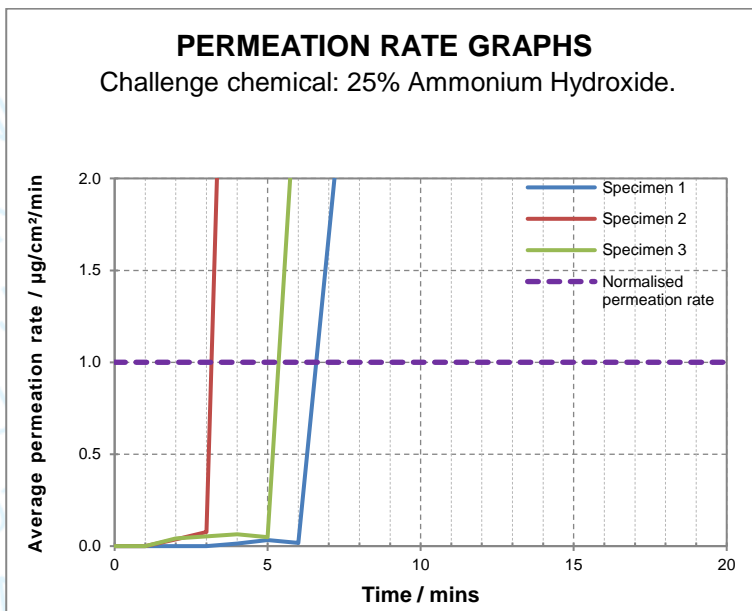
Challenge chemical: n-Heptane



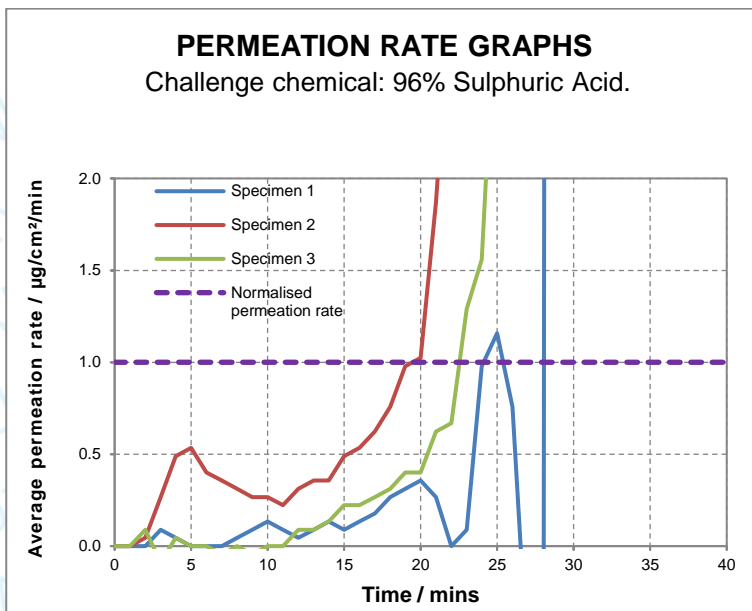
Test/Property	Sample reference:	Latex Powder Free Glove MTCLPF 57		Performance
EN 16523-1:2015 in accordance with SATRA SOP CAT-009	Test information:	Chemical: 40% Sodium hydroxide		Level 3
		Normalised permeation rate (NPR): 1 µg/cm ² /min		
		Detection technique: Conductimetry (continuous measurement)		
		Collection medium: Deionised water (closed loop)		
		Collection medium stirring rate: 45 – 65 ml/min (each cell constant to within ± 10%)		
		Test temperature: (23 ± 1) °C		
Using PTFE permeation cells with standardised dimensions	Specimen	Thickness (mm)^Δ	Breakthrough time (mins)	
	1	0.10	96	
	2	0.10	73	
	3	0.10	69	
		Test result:	69	
	UoM:	<1		
Visual appearance of specimens after testing:		Slightly discoloured		



Test/Property	Sample reference:	Latex Powder Free Glove MTCLPF 57		Performance
EN 16523-1:2015 in accordance with SATRA SOP CAT-009	Test information:	Chemical: 25% Ammonium hydroxide		The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved
		Normalised permeation rate (NPR): 1 µg/cm ² /min		
		Detection technique: 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		
Using PTFE permeation cells with standardised dimensions	Specimen	Thickness (mm)^Δ	Breakthrough time (mins)	
	1	0.09	10	
	2	0.09	4	
	3	0.08	8	
		Test result:	4	
	UoM:	<1		
Visual appearance of specimens after testing:		Discoloured		

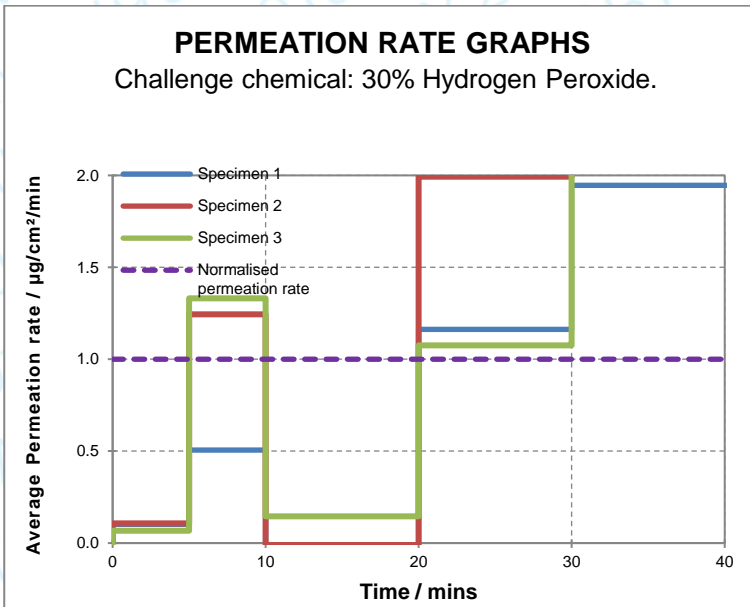


Test/Property	Sample reference:	Latex Powder Free Glove MTCLPF 57		Performance	
<p>EN 16523-1:2015 in accordance with SATRA SOP CAT-009</p> <p>Using PTFE permeation cells with standardised dimensions</p>	Test information:	Chemical: 96% Sulphuric acid		Level 1	
		Normalised permeation rate (NPR): 1 µg/cm ² /min			
		Detection technique: Conductimetry (continuous measurement)			
		Collection medium: Deionised water (closed loop)			
		Collection medium stirring rate: 45 – 65 ml/min (each cell constant to within ± 10%)			
		Test temperature: (23 ± 1) °C			
	Specimen	Thickness (mm)^Δ	Breakthrough time (mins)		
		1	0.09		29
		2	0.08		20
		3	0.10		23
Test result:		20			
UoM:		± 1			
Visual appearance of specimens after testing:		Swollen, brittle, disintegrated, discoloured and hardened			



Test/Property	Sample reference:	Latex Powder Free Glove MTCLPF 57		Performance
EN 16523-1:2015 in accordance with SATRA SOP CAT-025	Test information:	Chemical: 30% Hydrogen peroxide		The samples tested did not meet with the minimum breakthrough time for a performance level 1 to be achieved
		Normalised permeation rate (NPR): 1 µg/cm ² /min		
		Detection technique: Electrochemical detector (periodic measurement)		
		Collection medium: Deionised water (closed loop)		
		Collection medium stirring rate: 45 – 65 ml/min (each cell constant to within ± 10%)		
		Test temperature: (23 ± 1) °C		
Using PTFE permeation cells with standardised dimensions	Specimen	Thickness (mm)^Δ	Breakthrough time (mins)[▼]	
	1	0.09	Between 21 to 30	
	2	0.08	Between 6 to 10	
	3	0.08	Between 6 to 10	
		Test result:	Between 6 to 10	
	UoM:	See below		
Visual appearance of specimens after testing:				No change

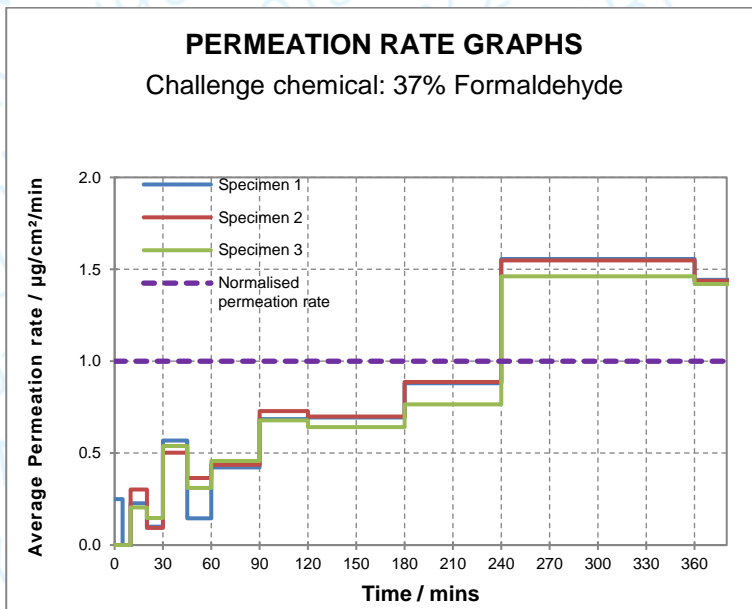
For SOP CAT-025, where both the P₁ and P_u are observed in the same sampling range, uncertainty is expressed as the time difference between the mid-point of the range and the previous sampling time. This uncertainty is included in the reported result.



Hydrogen peroxide is determined by discrete sampling; therefore the permeation rate graph is not a smooth curve. The reading from specimen 2 and 3 after 5 to 10 minutes was considered to be an outlier and not a breakthrough.

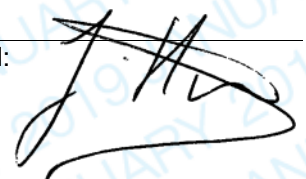
Test/Property	Sample reference:	Latex Powder Free Glove MTCLPF 57		Performance	
EN 16523-1:2015 in accordance with SATRA SOP CAT-025	Test information:	Chemical: 37% Formaldehyde		Level 5	
		Normalised permeation rate (NPR): 1 µg/cm ² /min			
		Detection technique: HPLC-DAD (periodic measurement)			
		Collection medium: Deionised water (closed loop)			
		Collection medium stirring rate: 45 – 65 ml/min (each cell constant to within ± 10%)			
		Test temperature: (23 ± 1) °C			
Using PTFE permeation cells with standardised dimensions	Specimen	Thickness (mm)^Δ	Breakthrough time (mins)[▼]		
		1	0.04		Between 241 to 360
		2	0.04		Between 241 to 360
		3	0.04		Between 241 to 360
		Test result:			Between 241 to 360
UoM:		See below			
Visual appearance of specimens after testing:		Discoloured			

For SOP CAT-025, where both the P₁ and P_u are observed in the same sampling range, uncertainty is expressed as the time difference between the mid-point of the range and the previous sampling time. This uncertainty is included in the reported result.



Formaldehyde is determined by discrete sampling; therefore the permeation rate graph is not a smooth curve.

- △ EN 16523-1:2015 does not require the test specimen thicknesses to be reported, this information is indicative only.
- ▲ The collection medium from each cell is analysed once every 6 minutes. Due to the complexity of the detection technique, the minimum sampling frequency for final results ≤ 60 minutes as specified in table 1 of EN 16523-1:2015 is not possible. Breakthrough time is calculated using linear interpolation between the discrete sampling points.
- ▼ Breakthrough expressed as a range between discrete sampling points where the average permeation rate exceeds the NPR. Due to the complexity of the detection technique, the minimum sampling frequency as specified in table 1 of EN 16523-1:2015 is not possible.

 TECHNOLOGY

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 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 Visionsitch, 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 1998. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and 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.

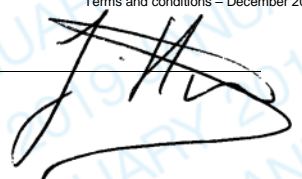
9. DISPUTE RESOLUTION

- 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

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.

Terms and conditions – December 2016



Signed:

Customer details: Maxter Glove Manufacturing Sdn Bhd
Lot 6070
Jalan Haji Abdul Manan
6th Miles off Jalan Meru
41050 Klang
Selangor
Malaysia

SATRA reference: CHM0277509 /1844
/SPT /1

Your reference:

Date of report: 22 November 2018

Samples received: 12 November 2018

For the attention of: Yap Peak Geeh

Date(s) work carried out: 21 November 2018

TECHNICAL REPORT

Subject: Testing of gloves identified as Latex (powder free) glove MTCLPF 57 in accordance with EN 420:2003+A1:2009 clause 5 Sizing and Dexterity and EN 374-2:2014

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 for a confidence level of approximately 95%.

Report signed by: Sue Clayton
Position: Technologist
Department: Safety Product Testing

Work Requested

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

Table 1 – Samples received

Sample description as stated by the client	Sizes submitted for testing	Colour of samples submitted	Approximate weight of one glove
Latex (powder free) glove MTCLPF 57	XS - XL	Cream	Size: XS Weight: 4.8 g



Latex (powder free) glove MTCLPF 57

Conclusion

Standard	Clause / Property	Result
EN 420:2003+A1:2009	5.1 Sizing	PASS
	5.2 Dexterity	Level 5
EN 374-2:2014	7.2 Air leak test	See Note ●
	7.3 Water leak test	PASS

Note ● – As per clause 4.3 of EN 374-2:2014, the gloves submitted for testing were found to be unsuitable for the Air leak test. Therefore, as per EN 374-2, only the Water leak test has been performed.

Testing

Samples for testing were conditioned for at least 24 hours in a conditioned environment maintained at (23±2) °C and (50±5) % relative humidity. Testing was carried out within the same environment.

Requirements

Table 2 – Requirements for EN 420:2003 + A1:2009 Clause 5 Sizing and Dexterity

Glove size	6	7	8	9	10	11
Minimum length / mm	220	230	240	250	260	270

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

Table 3 - Requirements for EN 374-2: 2014

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

Test Results

Table 4 - EN 420:2003 + A1:2009 Test results for gloves identified as Latex (powder free) glove MTCLPF 57

Clause / Test	Test Results		UoM	Result	
5.1 Sizing	Size	Length /mm	± 0.3 mm	PASS	
		Left			Right
	XS / 6	255			257
	Comments on fit:	Satisfactory			
	S / 7	258			261
	Comments on fit:	Satisfactory			
	M / 8	255			253
	Comments on fit:	Satisfactory			
5.2 Dexterity	Size	Minimum pin diameter / mm	N/A	Level 5	
	XS / 6	5.0			
	S / 7	5.0			
	M / 8	5.0			
	L / 9	5.0			
	XL / 10	5.0			

Table 5 - EN 374-2:2014 Test results for gloves identified as Latex (powder free) glove MTCLPF 57

Clause / Test	Test Results		UoM	Result
7.2 Air leak test	Total air pressure used:	2.50 kPa	± 2.8 mmH ₂ O	See Note •
	Sample size	Leaks		
	XS / 6			
	S / 7			
	M / 8	See Note •		
	L / 9			
7.3 Water leak test	Sample size	Leaks	N/A	PASS
	XS / 6	No leaks detected		
	S / 7	No leaks detected		
	M / 8	No leaks detected		
	L / 9	No leaks detected		
	XL / 10	No leaks detected		

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 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 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 1998. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and 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 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:
- 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
 - 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: -
- 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
 - 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:
- hold the Goods as SATRA's bailee;
 - 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);
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 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:
- the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 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
 - 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:
- 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
 - SATRA is given a reasonable opportunity of examining such Goods; and
 - 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:
- 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
 - 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
 - the Client has breached any of the terms of the Contract under which the Goods were supplied; or
 - 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:
- 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;
 - 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 – December 2016

Customer details: Maxter Glove Manufacturing Sdn Bhd
Lot 6070
Jalan Haji Abdul Manan
6th Miles off Jalan Meru
41050 Klang
Selangor
Malaysia

SATRA reference: CHM0277509/1844/JH
/E

Your reference:

Date of report: 19th December 2018

Samples received: 12th November 2018

Date(s) work carried out: 23rd November to 3rd December 2018

TECHNICAL REPORT

Subject: EN 374-4:2013 determination of resistance to degradation by chemicals on gloves described as Latex Powder Free Glove MTCLPF 57

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.

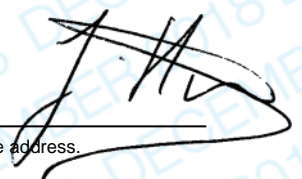
Results given in this report refer only to the samples submitted for analysis and tested by SATRA. Comments are for guidance only.

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



WORK REQUESTED:

Samples of gloves described as Latex Powder Free Glove MTCLPF 57 were received on the 12th November 2018 for testing in accordance with EN 374-4:2013.

SAMPLES SUBMITTED:



Samples described as Latex Powder Free Glove MTCLPF 57

CONCLUSION:

When assessed in accordance with EN 374-4:2013 the samples of gloves described as Latex Powder Free Glove MTCLPF 57 achieved the following degradation results:

Chemical	Mean degradation / %
n-Heptane (CAS: 142-82-5)	69.4
40% Sodium hydroxide (CAS: 1310-73-2)	-21.7
25% Ammonium hydroxide (CAS: 1336-21-6)	-60.9
96% Sulphuric acid (CAS: 7664-93-9)	95.8
30% Hydrogen peroxide (CAS: 7722-84-1)	41.2
37% Formaldehyde (CAS: 50-00-0)	-21.4

TESTING REQUIRED:

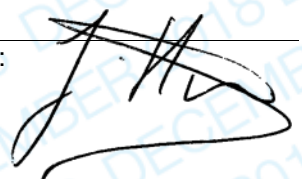
- EN 374-4:2013. Protective gloves against chemicals and micro-organisms. Part 4: Determination of resistance to degradation by chemicals.

RESULTS:

Sample description:	Latex Powder Free Glove MTCLPF 57		
Challenge chemical:	n-Heptane (CAS: 142-82-5)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	81.1	67.1	60.1
Mean degradation (DR) / %:	69.4		
Standard deviation (σ_{DR}) / %:	10.7		
UoM / ± %:	37.5		
Appearance of samples after testing:	Swollen		

Sample description:	Latex Powder Free Glove MTCLPF 57		
Challenge chemical:	40% Sodium hydroxide (CAS: 1310-73-2)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	8.3	-49.3	-24.1
Mean degradation (DR) / %:	-21.7		
Standard deviation (σ_{DR}) / %:	28.9		
UoM / ± %:	16.9		
Appearance of samples after testing:	Swollen		

Sample description:	Latex Powder Free Glove MTCLPF 57		
Challenge chemical:	25% Ammonium hydroxide (CAS: 1336-21-6)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	-61.2	-59.2	-62.2
Mean degradation (DR) / %:	-60.9		
Standard deviation (σ_{DR}) / %:	1.5		
UoM / ± %:	15.9		
Appearance of samples after testing:	Swollen		



Sample description:	Latex Powder Free Glove MTCLPF 57		
Challenge chemical:	96% Sulphuric acid (CAS: 7664-93-9)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	95.9	97.2	94.3
Mean degradation (DR) / %:	95.8		
Standard deviation (σ_{DR}) / %:	1.5		
UoM / ± %:	<5		
Appearance of samples after testing:	Swollen, brittle, disintegrated and discoloured		

Sample description:	Latex Powder Free Glove MTCLPF 57		
Challenge chemical:	30% Hydrogen peroxide (CAS: 7722-84-1)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	42.7	39.8	41.0
Mean degradation (DR) / %:	41.2		
Standard deviation (σ_{DR}) / %:	1.4		
UoM / ± %:	22.8		
Appearance of samples after testing:	Swollen		

Sample description:	Latex Powder Free Glove MTCLPF 57		
Challenge chemical:	37% Formaldehyde (CAS: 50-00-0)		
Test temperature / °C:	(23 ± 1)		
Degradation / %:	Glove 1	Glove 2	Glove 3
	-28.9	-17.2	-18.1
Mean degradation (DR) / %:	-21.4		
Standard deviation (σ_{DR}) / %:	6.5		
UoM / ± %:	16.9		
Appearance of samples after testing:	Discoloured		

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

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 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 Visionsitch, 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 1998. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and 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.

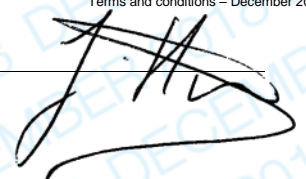
9. DISPUTE RESOLUTION

- 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

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.

Terms and conditions – December 2016



Customer details: Maxter Glove Manufacturing Sdn Bhd
Lot 6070
Jalan Haji Abdul Manan
6th Miles off Jalan Meru
41050 Klang
Selangor
Malaysia

SATRA reference: CHM0277509/1844/JH
/F

Your reference:

Date of report: 19th December 2018

Samples received: 12th November 2018

Date(s) work carried out: 3rd to 6th December 2018

TECHNICAL REPORT

Subject: Testing in accordance with ISO 16604:2004 to meet the requirements of EN ISO 374-5:2016 for resistance to penetration by blood-borne pathogens on gloves described as Latex Powder Free Glove MTCLPF 57

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

WORK REQUESTED:

Samples of gloves described as Latex Powder Free Glove MTCLPF 57 were received on the 12th November 2018 for testing in accordance with ISO 16604:2004 to meet the requirements of EN ISO 374-5:2016 for resistance to penetration by blood-borne pathogens-test method using Phi-X174 bacteriophage. Testing was completed at an external laboratory and reported under their reference 18RA15944.

SAMPLE SUBMITTED



Samples described as Latex Powder Free Glove MTCLPF 57

TESTING REQUIRED:

- ISO 16604:2004 for resistance to penetration by blood-borne pathogens-test method using Phi-X174 bacteriophage

RESULTS:

The positive control sample showed the bacteriophages passed through a microporous film whilst the negative control samples showed no passage through the polyethylene film.

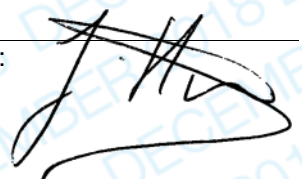
Test specimen	Result	Pass/Fail results
1	No penetration	Pass
2	No penetration	Pass
3	No penetration	Pass



APPENDICES:

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

Standard used	ISO 16604 (2004)
Product standard	EN ISO 374-5 (2016)
Dimension of the test specimens	75mm x 75mm
Number of test specimens	3
Test procedure used	Procedure B
Used bacteriophage	<i>Bacteriophage Phi-X174 (ATCC 13706-B1 LOT CNCM 14812)</i>
Penetration survey method	Plaque-forming units (PFU)
Pre-test bacteriophage titre	4.0x10 ⁸ PFU/ml
Post-test bacteriophage titre	4.0x10 ⁸ PFU/ml



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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:
- (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 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 1998. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and 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

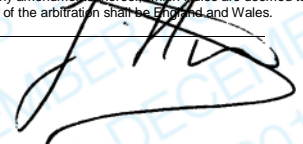
- 7.1 Unless specifically excluded in the terms of an individual contract between SATRA and the Client, the following shall apply to all deliverables including, reports, advice, drawings, photographs, specifications, data or other forms of media.
- 7.2 Deliverables referred to in clause 7.1 shall not 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 Chartered Institute of Arbitrators (2000 Edition), or any amendments thereto, whose 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:
- 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
 - 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: -
- 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
 - 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:
- hold the Goods as SATRA's bailee;
 - 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);
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - 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:
- the Client's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 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
 - 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:
- 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
 - SATRA is given a reasonable opportunity of examining such Goods; and
 - 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:
- 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
 - 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
 - the Client has breached any of the terms of the Contract under which the Goods were supplied; or
 - 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:
- 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;
 - 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 – December 2016



Customer details: Maxter Glove Manufacturing Sdn Bhd
Lot 6070
Jalan Haji Abdul Manan
6th Miles off Jalan Meru
41050 Klang
Selangor
Malaysia

SATRA reference: CHM0277509/1844/JH
/G/Final

Your reference:

Date of report: 19th December 2018

Samples received: 12th November 2018

Date(s) work carried out: 3rd to 4th December 2018

TECHNICAL REPORT

Subject: Chemical innocuousness testing in accordance with EN 420: 2003 + A1: 2009 on gloves described as Latex Powder Free Glove MTCLPF 57

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.

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

WORK REQUESTED:

Samples of gloves described as Latex Powder Free Glove MTCLPF 57 were received on the 12th November 2018 for testing in accordance with the innocuousness requirements of EN 420:2003 + A1:2009 Protective Gloves - General Requirements and Test Methods.

SAMPLE SUBMITTED

Samples described as Latex Powder Free Glove MTCLPF 57 colour beige

CONCLUSIONS:

The gloves described as Latex Powder Free Glove MTCLPF 57 colour beige were analysed to determine the amount of aqueous extractable proteins present. The mean result was 16.1 µg/g and can therefore bear the minimum protein labelling claim of 50µg/g.

Full results are reported in the following tables.

TESTS REQUIRED:

- EN 420:2003 Clause 4.3.4 Extractable (latex) protein. (EN 455-3:2015- Annex A. Method for the determination of aqueous extractable proteins in natural rubber gloves using the modified Lowry assay).

RESULTS AND REQUIREMENTS:

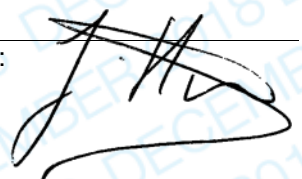
EN 420:2003 + A1:2009 Clause 4.3.4 Extractable (latex) protein according to EN 455-3:2015- Annex

A

Sample	Extractable proteins (µg/g)	UoM
Latex Powder Free Glove MTCLPF 57	16.1	± 52.1 %
EN 455-3:2015 clause 4.6 does not allow gloves to have a protein free labelling claim when the result is above 50µg/g		

Note: Result based on the mean of four determinations.

TECHNOLOGY



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

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- 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.
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 - "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.
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- 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 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 1998. To the extent that SATRA processes or gets access to personal data in connection with the Services or otherwise in connection with this Contract, it shall take all reasonable technical and organisational measures to ensure the security of such data (and guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

4. SUSPENSION OR TERMINATION OF SERVICES

- 4.1 Cancellation by the Client of orders for Goods or Services will only be acceptable by prior agreement with SATRA and 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 Chartered 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.

Terms and conditions – December 2016



Test Report No. : CPSA/210358305-CA58514
Company : Maxter Glove Manufacturing Sdn Bhd
Lot 6070, Jalan Haji Abdul Manan
6th Miles Off Jalan Meru
41050 Klang, Selangor, Malaysia

TEST REPORT

Sample Description : Non Sterile Powder Free Latex Examination Gloves
Lot No. : 61062 03652
Manufacturer : Maxter Glove Manufacturing Sdn Bhd
Size : Medium
Quantity Tested : 200 pieces
Test Conducted : Freedom from holes
Test Method : EN455 Part 1:2000
Testing Period : 18 February 2021 - 08 March 2021

Based on submitted samples, the following results obtained :-

Acceptable Quality Limit (AQL) : 1.5 Accept : 7 Found : 0

Result : Within AQL

Remark: This remark supersedes report no. CPSA/210257057-CA58514

SIGNED FOR AND ON BEHALF OF
SGS (MALAYSIA) SDN BHD



.....
CHEE TUCK CHOON
SECTION HEAD
IKM No. M/3983/6401/12/14

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Test Report No. : CPSA/210358305-CA58514
Company : Maxter Glove Manufacturing Sdn Bhd
Lot 6070, Jalan Haji Abdul Manan
6th Miles Off Jalan Meru
41050 Klang, Selangor, Malaysia

TEST REPORT

Sample Description : Non Sterile Powder Free Latex Examination Gloves
 Lot No. : 61062 03652
 Manufacturer : Maxter Glove Manufacturing Sdn Bhd
 Size : Medium
 Quantity Tested : 13 pieces
 Test Conducted : Dimensions
 Test Method : EN 455 Part 2:2015
 Testing Period : 18 February 2021 - 08 March 2021

Based on submitted samples, the following results obtained :-

Size	M	M	M	M	M	M	M	M	M	M	M	M	M	Median
Width Median: 95±10mm	94	93	95	93	94	94	93	94	94	93	95	94	93	94
Length Median: ≥ 240mm	250	249	253	252	248	247	250	251	248	248	252	252	245	250

Remark: This remark supersedes report no. CPSA/210257057-CA58514

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CHEE TUCK CHOON
 SECTION HEAD
 IKM No. M/3983/6401/12/14

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Test Report No. : CPSA/210358305-CA58514
Company : Maxter Glove Manufacturing Sdn Bhd
Lot 6070, Jalan Haji Abdul Manan
6th Miles Off Jalan Meru
41050 Klang, Selangor, Malaysia

TEST REPORT

Sample Description : Non Sterile Powder Free Latex Examination Gloves
 Lot No. : 61062 03652
 Manufacturer : Maxter Glove Manufacturing Sdn Bhd
 Size : Medium
 Sample Quantity : 13 pieces per test
 Test Conducted : Force at Break During Shelf Life and After Challenge
 Test Method : EN 455 Part 2:2015
 Ageing : 70 ± 2 Deg C for 168 hrs
 Testing Period : 18 February 2021 - 08 March 2021

SIZE	SAMPLE NO.	Force at Break, N	
		<u>BEFORE AGING</u>	<u>AFTER AGING</u>
M	1	9.3	7.5
	2	10.2	7.0
	3	8.5	8.2
	4	9.1	7.0
	5	8.8	7.4
	6	9.8	8.1
	7	9.3	7.8
	8	9.4	7.5
	9	8.5	8.0
	10	8.5	7.8
	11	9.3	8.5
	12	9.0	7.5
	13	9.3	8.0
Median		9.3	7.8
Requirement		≥ 6.0	≥ 6.0

Remark: This remark supersedes report no. CPSA/210257057-CA58514

SIGNED FOR AND ON BEHALF OF
 SGS (MALAYSIA) SDN BHD



CHEE TUCK CHOON
 SECTION HEAD
 IKM No. M/3983/6401/12/14

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Test Report No. : CPSA/210358305-CA58514
Company : Maxter Glove Manufacturing Sdn Bhd
Lot 6070, Jalan Haji Abdul Manan
6th Miles Off Jalan Meru
41050 Klang, Selangor, Malaysia

TEST REPORT

Sample Description : Non Sterile Powder Free Latex Examination Gloves
Lot No. : 61062 03652
Manufacturer : Maxter Glove Manufacturing Sdn Bhd
Size : Medium
Quantity Tested : 5 pieces
Test Conducted : Powder Content
Test Method : EN455 Part 3:2015
Testing Period : 18 February 2021 - 08 March 2021

On testing the samples, the following results were obtained: -

<u>SIZE</u>	<u>Average Powder Mass per Glove</u>
M	1.26 mg

Remark: This remark supersedes report no. CPSA/210257057-CA58514

SIGNED FOR AND ON BEHALF OF
SGS (MALAYSIA) SDN BHD



.....
CHEE TUCK CHOON
SECTION HEAD
IKM No. M/3983/6401/12/14

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Test Report No. : CPSA/210358305-CA58514
Company : Maxter Glove Manufacturing Sdn Bhd
Lot 6070, Jalan Haji Abdul Manan
6th Miles Off Jalan Meru
41050 Klang, Selangor, Malaysia

TEST REPORT

Sample Description : Non Sterile Powder Free Latex Examination Gloves
 Lot No. : 61062 03652
 Manufacturer : Maxter Glove Manufacturing Sdn Bhd
 Size : Medium
 Quantity Tested : 8 pieces
 Test Conducted : Aqueous Extractable Protein Content
 Test Method : EN455 Part 3:2015
 Testing Period : 18 February 2021 - 08 March 2021

EXTRACTABLE PROTEIN CONTENT

Analysis had been carried out as per your request. We report the following results:

SIZE	AQUEOUS EXTRACTABLE PROTEIN CONTENT, µg/g
M	14

Note: Detection limit = 10 µg/g

Remark: This remark supersedes report no. CPSA/210257057-CA58514

SIGNED FOR AND ON BEHALF OF
 SGS (MALAYSIA) SDN BHD

*** End of Report ***



.....
 CHEE TUCK CHOON
 SECTION HEAD
 IKM No. M/3983/6401/12/14

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Certificate MY00/51619

The management system of

Maxter Glove Manufacturing Sdn. Bhd.

Lot 6070, Jalan Haji Abdul Manan
6th Miles Off Jalan Meru, 41050 Klang, Selangor Darul Ehsan
MALAYSIA

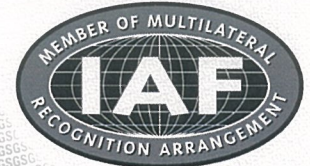
has been assessed and certified as meeting the requirements of

ISO 9001:2015

For the following activities

Manufacture and Distribution of Non Sterile Natural Latex and Nitrile Rubber Examination Gloves

This certificate is valid from 04 May 2021 until 04 May 2024 and remains valid subject to satisfactory surveillance audits. Recertification audit due a minimum of 60 days before the expiration date. Issue 11. Certified since 04 May 2000



Authorised by

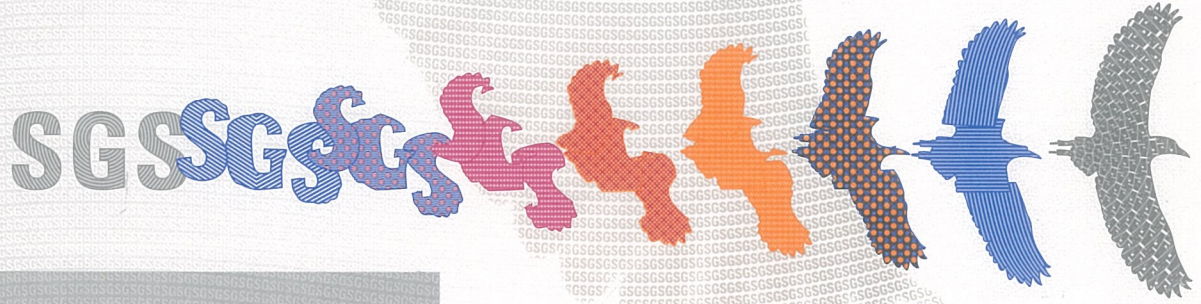


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Certificate MY00/51618

The management system of

Maxter Glove Manufacturing Sdn. Bhd.

Lot 6070, Jalan Haji Abdul Manan
6th Mile Off Jalan Meru, 41050 Klang, Selangor Darul Ehsan
MALAYSIA



has been assessed and certified as meeting the requirements of

ISO 13485:2016 EN ISO 13485:2016

For the following activities

**Manufacture and Distribution of Non Sterile Natural Latex
and Nitrile Rubber Examination Gloves**

This certificate is valid from 10 May 2021 until 04 May 2024 and
remains valid subject to satisfactory surveillance audits.
Re certification audit due before 04 March 2024
Issue 14. Certified since 04 May 2000

The audit leading to this certificate commenced on 01 March 2021
Previous issue certificate validity date was until 04 May 2021

Authorised by

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Rossmore Business Park Ellesmere Port Cheshire CH65 3EN UK
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