

## GENERAL TERMS AND CONDITIONS OF SERVICES offered by J.S. Hamilton Baltic, SIA

with its registered office in Riga at Maza Rencenu 12, entered into the Register of Enterprises  
under no. 40103871780, VAT No. LV40103871780

### I. Effectiveness

1. The present General Terms and Conditions of Services, hereinafter referred to as GTCS, apply exclusively to laboratory and expert inspection services offered by J.S. Hamilton Baltic, SIA (hereinafter referred to as JSHB) with its registered office in Riga in favour of and upon order of its contractors, both natural and legal persons as well as organizational units without legal personality, hereinafter referred to as Clients. The Terms and Conditions apply with no exception to all commercial relationships established between JSHB and its Clients. They shall be revoked only upon a separate written agreement on the terms and conditions of a particular service entered into between JSHB and a Client's duly authorized representative.
2. JSHB offers laboratory and expert control services such as audits, verifications, safety assessment, sample collection, laboratory tests and analyses, measurements and similar activities.
3. Any changes to the present GTCS may be introduced by means of a separate agreement concluded with a particular Client in writing under pain of nullity. Any terminations as well as statements of will and knowledge resulting from the legal relationship of the parties shall be made in writing or otherwise considered null and void. Such modifications of the present GTCS shall only apply to the scope of services agreed between the parties. Any changes to the GTCS shall become effective as of the day a respective agreement or contract is concluded with the Client.
4. Any legal relationship between the parties shall be governed by Latvian law only, specifically by the respective provisions of the Civil Code.
5. If any of the provisions of the present GTCS is considered invalid, unlawful or unenforceable for any reason, it shall not impair the effectiveness of any remaining provisions of the GTCS. If any provision hereof is considered invalid, unlawful or unenforceable, the parties should replace it with a valid one, as close as possible in its reading to the original intentions of the parties.

### II. Entering into agreements, notifications, services provided by third parties, execution

1. The term of each JSHB service shall be indicated in individual proposals every time.
2. The reading and scope of each order shall always be confirmed in writing or via email by JSHB once it reaches the address indicated by Client. Order acceptance shall not be understood as an obligation on the part of JSHB to achieve a particular result. JSHB agrees on the methods and mode of service provision with the Client, based on the Client's instructions and guidelines, applicable standards, methodologies, customs, practices and own know-how.
3. Unless agreed otherwise, JSHB shall not be liable to provide information, advice or opinions. Nevertheless, if any information, advice or opinion is given, it shall be understood as a non-binding suggestion.
4. To perform the order under the present GTCS or separate agreements, JSHB is entitled to sub-assign the service ordered to a third party which JSHB believes is appropriately qualified and competent to perform it. JSHB shall bear all responsibility for any actions of such third parties as for their own ones.
5. The Client undertakes to provide all necessary instructions regarding the order in advance as required, so that they can be effectively performed. Additionally, the Client shall ensure that JSHB representatives have access to goods, means of transport, warehouses, etc. if necessary in order to perform the tasks ordered, and that the order performance premises comply with all applicable occupational health and safety regulations.
6. If the Client requires that an Examination Report/Certificate be submitted to a third party, JSHB shall not be responsible toward such an entity. No third parties may claim any rights towards JSHB or their subcontractors resulting from such entities being in possession of the Report/Certificate.
7. The examination Reports/Certificates may be copied by the Client only in full, reflecting the total extent of the examination performed.

### III. Remuneration

1. All test orders require a 100% advance payment before the order performance.
2. Unless agreed otherwise, any VAT invoices issued by JSHB following an order performance shall be payable within 14 days as of their issue. All prices resulting from the applicable JSHB price lists are net prices.
3. The settlement date shall be the date when the JSHB bank account is credited.
4. If the Client fails to make prompt payments as required, JSHB may charge the Client with the maximum applicable interest value.
5. Unless agreed otherwise, the JSHB's right to remuneration or other payments due for the services performed shall arise as soon as such services are performed.
6. JSHB reserves the right to increase the prices if – due to specific properties of the samples provided by Client which were unknown at the moment of order acceptance – increased, non-standard expenditure is required. Furthermore, prices may be increased in case of change of applicable law during the term of order performance, if such a change increases the JSHB expenditure necessary to perform the order.
7. JSHB is entitled to demand a pre-payment before the order is performed or during its performance, which shall be paid within 3 days of the Client's notification thereof.
8. If the order performance cannot be continued or completed for reasons not attributable to JSHB, the Client shall compensate JSHB proportionally to the scope of works performed before their suspension. Should this be the case, JSHB shall not be held liable for non-completion.

### IV. Deadlines

1. The performance deadlines for particular orders shall be agreed upon with the Client when the order is accepted by JSHB. Such deadlines may be subject to change upon prior written agreement of the parties. The deadlines agreed shall not be absolutely binding for JSHB if the Client fails to cooperate as necessary for the order to be performed correctly prior to the performance. Should this be the case, the definitive performance date will be postponed as appropriate by the delay period resulting from the Client's action or failure to act.
2. If JSHB fails to meet any binding deadlines, the Client should allow an additional period for completion of the service in question, no shorter than 50% of the previously anticipated completion period. Such additional period may not, however, exceed the one initially anticipated for the service performance.
3. The Client should make any objections regarding performance quality in writing within 14 days as of receipt of the completion confirmation. Otherwise the service results are considered to be accepted without any objection whatsoever.

### V. Responsibility

1. JSHB may only accept their responsibility in case of a culpable damage proven by the Client. Any JSHB responsibility towards the Client in respect of any complaint regarding the Client's loss, either financial or other, irrespective of its nature, occurred directly or indirectly in relation to the service performed, should never exceed the tenfold of the remuneration for the respective service or 10,000 euros (ten thousand euros). If the remuneration concerns a series of individual actions, and the complaint arises in respect of only one of them, the remuneration based on which the indemnity sum is calculated, as understood under the present paragraph, shall be the one applicable to such an action only.
2. JSHB is insured against third-party liability in respect of their professional activities.

### VI. Samples

1. If the order performance requires submission of samples by the Client, the Client bears all risk and expenses in respect of their delivery to the place indicated by JSHB. The above provision shall not apply if JSHB receives the sample material from Client at a time and place agreed individually. If the Client delivers the samples by means of a mail or courier services provider, the Client shall be liable to pack the samples according to JSHB instructions, if any. Any hazardous material as well as toxic or harmful substances may only be delivered upon previous agreement with JSHB regarding delivery conditions.
2. To ensure safety of JSHB and their employees, before sending and transmission of hazardous substances, the Client should visibly mark the packaging of the samples sent in accordance with the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) regulations or any other national or international rules applicable to the transport of, or the performance of other services regarding, dangerous goods. The Client shall be fully responsible for any damage suffered by JSHB or their employees resulting from any failure to meet the above obligations.
3. The Client shall be fully responsible for any damages caused by dangerous or harmful properties of the samples if the Client failed to previously notify JSHB in writing of the hazards related to the samples delivered which are considered hazardous substances under the regulations mentioned in para. 2.
4. The examination reports refer exclusively to the parameters of the sample delivered, and not to whole lots of goods, unless the order includes sample extraction, averaging and analysis.
5. The Reports/Certificates refer exclusively to the results, facts and circumstances established at the time and place of service performance.
6. Unless agreed otherwise, JSHB shall not be obliged to keep the samples during a period exceeding one month of their extraction/receipt unless a shorter period is required due to the character of the sample. Sample material which has not been used or treated in the course of service performance shall be kept or removed at the Client's expense unless the parties agree to do otherwise. If the sample material is considered special waste, JSHB may send it back to the Client at the Client's expense.

### VII. Right of suspension

1. In case of reasonable doubt as to the Client's solvency, JSHB may make the order completion dependent on payment of the total remuneration amount by Client as well as payment of all sums due for the performance of any previous orders for which VAT invoices have been issued and which remain unpaid despite expiry of the deadline.

### VIII. Copyright and confidentiality

1. JSHB expressly reserves all copyright to the opinions, expert opinions, examination reports and analyses drawn up upon the Client's request and which may be subject to copyright.
2. JSHB makes available the results of analyses and other similar information obtained as a result of the order performed exclusively to the Client unless the parties agree to do otherwise, especially if the Client has agreed in writing to make the abovementioned documents available to third parties.
3. Each of the Parties is liable to keep the professional secret of the other confidential during the term of the agreement and upon its termination.
4. Professional secret shall be understood as any technical, technological, organizational, personal or other information unrevealed to the public and concerning the party and their enterprise which has economic value and which the parties keep confidential, also within the scope of the order provided by JSHB to the Client.
5. None of the parties may communicate, make available, use, publish, etc. information other than professional secret in public appearances, conferences or trainings without prior written consent of the other.

### IX. Final provisions

1. Any disputes arising as a result of the present GTCS or agreements concluded hereunder shall be settled by a court locally and materially competent for the JSHB registered office.
2. The GTCS and the agreements hereunder shall be governed by Latvian law.
3. The reading of the present GTCS become effective as of 24 April 2015.