

GENERAL CONDITIONS OF TESTING SERVICE

Updated: August 1, 2025

1. Applicability

Unless otherwise expressly agreed in a duly signed writing, all offers, services, reports, certificates, and contractual relationships between **Arch Textiles** (the "Company") and the client (the "Client") shall be governed exclusively by these General Conditions of Testing Service (the "Conditions"). These Conditions supersede all prior agreements, understandings, and terms, including the Client's standard terms or purchase conditions, whether oral or written.

2. Provision of Services

- a. The Company shall perform testing services with reasonable care and skill in accordance with the Client's confirmed written instructions. In the absence of such instructions, the Company may proceed in accordance with its own standard procedures, applicable industry practices, or methods deemed appropriate on technical, operational, or commercial grounds.
- b. Reports of Findings express the Company's professional opinion solely regarding the tested sample(s) and do not apply to the entire batch, lot, or related items.
- c. Where the Client requests the Company to be present during a third-party operation, the Company's sole responsibility shall be to observe and report. The Company shall bear no liability for third-party methods, equipment, personnel qualifications, or resulting data.
- d. Reports reflect the factual circumstances observed at the time of testing and within the limits of the Client's instructions or alternative protocols applied by the Company. No obligation shall exist to address matters outside such scope.
- e. The Company may delegate the performance of services to qualified agents or subcontractors. The Client authorizes the Company to disclose necessary information for such purposes.

3. Client Obligations

The Client shall provide timely and clear instructions, complete and accurate sample information, unrestricted access to relevant premises, and all necessary safety details. The Client shall ensure that samples submitted are representative and suitable for testing. Any failure to fulfill these obligations may result in delay, additional cost, or invalidation of results, for which the Company shall not be liable.

4. Sample Retention and Disposal

Unless otherwise agreed in writing, the Company will retain tested sample(s) for no longer than ninety (90) calendar days from the date of issuance of the final report. After this period, the Company may, at its sole discretion, destroy or otherwise dispose of the samples without notice or liability. Extended retention periods are subject to additional fees and a separate written agreement.

5. Limitation of Liability & Indemnity

- a. The Company's liability for direct loss or damage proven to result from its gross negligence or willful misconduct shall in no case exceed the amount of the fees paid for the specific service giving rise to such claim.
- b. Under no circumstances shall the Company be liable for any indirect, incidental, consequential, special, punitive, or

exemplary damages, including but not limited to loss of profit, loss of business, or business interruption.

c. The Client shall indemnify, defend, and hold harmless the Company, its officers, employees, agents, and subcontractors from and against all claims, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising from or relating to any inaccurate, incomplete, or misleading information or instructions supplied by the Client, or any breach of the Client's obligations under these Conditions.

6. Reproduction & Confidentiality

This document may not be reproduced, in whole or in part, without the Company's prior written consent.

Unauthorized reproduction, alteration, forgery, or falsification of its content or appearance is strictly prohibited and may result in civil and/or criminal liability. All information obtained in connection with the services shall be treated as confidential, except where disclosure is required by law or is necessary to perform the agreed services.

7. Governing Law & Dispute Resolution

These Conditions shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to its conflict-of-law principles. Any dispute, controversy, or claim arising out of or in connection with these Conditions, including any question regarding their existence, validity, or termination, shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission for arbitration in Shanghai, in the Chinese language, in accordance with its arbitration rules. The arbitral award shall be final and binding upon both parties.

8. Severability

If any provision of these Conditions is determined to be illegal, invalid, or unenforceable in whole or in part, such provision shall be severed, and the remaining provisions shall remain in full force and effect.