

### General Terms and Conditions: (v2023 R1)

1. The Customer shall read and understand the specification of services being quoted in the service quotation issued by **ATSL**, before the placement of order for services.
2. The Customer agrees that where the Customer places an order with **ATSL** for services, full payment or advance deposit according to payment terms documented at service quotation must be settled and cleared before service provision.
3. The Customer agrees that any tentative test schedule quoted in service quotation shall become effective only if the payment for advance deposit is cleared. **ATSL** shall arrange the test schedule on a first come first serve base and reserve the right to alter any tentative test schedule quoted in service quotation due to other Customer's occupancy.
4. The Customer agrees that where the Customer places an order with **ATSL** for services but have to cancel the order due to whatever reason or cannot arrange the performance of services within the Execution Period, the Customer order shall be considered to be cancelled. A penalty equal to the amount for advance deposit shall be charged to the Customer. This penalty shall be paid within 30 days after the date of acceptance of cancellation or the end of the Execution Period. If the Customer has already paid for the advance deposit, then no further penalty shall be imposed. However, the Customer will not entitle to any refund by **ATSL** of the amounts paid for advance deposit.
5. Unless specified, transportation cost for any test specimen and/or test equipment shall be the paid by the Customer.
6. **ATSL** reserves the rights to claim any related losses to the Customer and/or Sub-Contractor of the Customer for the damage of laboratory facilities/construction, equipment, and etc. caused by the delivery and installation works by the Customer and/or Sub-Contractor of the Customer.
7. The Customer and/or Sub-Contractor of the Customer shall provide adequate safety equipment to their workers or representatives during any work at **ATSL**.
8. Wherever applicable, the Customer shall provide sample description, detail drawings and installation method to **ATSL** before sample delivery and installation for sample registration and identification.
9. Wherever applicable, the Customer can request for temporary storage area for sample or parts storage. Unless specified, the allowable period for temporary storage shall be 5 days before and 2 days after the confirmed test schedule. **ATSL** reserves the right to charge HK\$5,000.00 per day for the occupancy beyond the allowable period.
10. The Customer agrees that destructive inspection may be performed to verify the content of the specimen against the detail drawings. **ATSL** shall have the final decision on the inspection result.
11. The Customer agrees that test report issued by **ATSL** cannot be reproduced in parts.
12. The Customer agrees that where **ATSL** has provided the service quoted in the relevant service quotation, balance payment shall be paid within 30 days starting from the date of the invoice for account balance. **ATSL** reserve the right to charge an overdue interest of 2% per month against the outstanding balance after 30 days from invoice date.
13. **ATSL's** total liability to the Customer under or in connection with the agreement for the services and/or in tort (including negligence) in any events (other than death or personal injury resulting from **ATSL's** negligence) shall not exceed the amount of fees paid by the Customer to **ATSL** in respect of the services.
14. **ATSL** shall be responsible for the management and keep confidential of all customer's information obtained or created during the performance of laboratory activities. Personnel, including any committee members, contractors, personnel of external bodies, who come along with the customer or on behalf of the customer, shall keep confidential of all customer's information obtained or created during the performance of laboratory activities, except required by law. **ATSL** shall inform the customer in advance and ask for permission, of the information it intends to place in the public domain. Except for information that the customer makes publicly available, or when agreed between **ATSL** and the customer (e.g. for the purpose of responding to complaints), or examine by HKAS for assessment of competence and compliance, all other information is considered proprietary information and shall be regarded as confidential. If such information is required by law or authorized by contractual arrangements to release, the customer shall be notified of the information provided.