

TERMS AND CONDITIONS – ELECTRONIC DOCUMENTS

TERMS & CONDITIONS GOVERNING ISSUE AND USE OF ELECTRONIC DOCUMENTS

The following are the terms and conditions applicable to the issue and use of electronic documents and must be read in conjunction with the User Agreement found at www.sgs.com (particularly the provisions of clause 7) and, to the extent You are a client of an SGS affiliate, the General Conditions of Service found at www.sgs.com. Together they contain the terms and conditions of Your contract with the SGS affiliate which has entered into a binding contract with You for the provision of Services (hereinafter, the "Company"). For purposes of these terms and conditions only, the terms "You" and "Your" shall, where the context so requires, be interpreted as referring to all parties who may receive, or otherwise be given access to, the Electronic Documents.

1. These terms and conditions are intended to govern the rules of conduct and methods of operation between You and the Company in relation to the electronic transfer of commercial and administrative data from computer-to-computer ("EDI") for the purpose of, or associated with, the purchase and supply of inspection and testing services ("Services").
2. The Company may, at its sole discretion, offer You the opportunity to receive inspection reports and/or related certificates and/or related third party documentation ("Electronic Documents") by electronic exchange using the Internet.
3. To the extent You are the client of the Company, You may instruct such Company, in writing, to place certain third parties to the transaction for which the Service is ordered on copy for receipt of Electronic Documents sent to You by the Company. You acknowledge that, by the Company complying with Your instructions, the Electronic Documents will be instantly communicated to all the parties named in the email and, therefore, You assume the risk that certain third parties may attempt to void Your transaction or misuse the information so communicated. The Company cannot and will not accept liability for any losses or claims which may arise

from, or due to, the transmission of Electronic Documents to such third parties.

4. Delivery of all Electronic Documents will occur using email. Despite state-of-the-art security precautions, neither the Company, any other SGS Group company nor You are guaranteed absolute security. Your computer and/or network, while a part of the system, fall outside of the Company's control and may become a weak link within the system. Despite all the security precautions, the Company cannot accept responsibility for Your terminal equipment. You therefore acknowledge as follows
 - (a) insufficient technical knowledge and lack of security precautions can make it easier for unauthorised persons to access the system (e.g. insufficiently protected storage of data on the hard drive, file transfers, monitor emissions, etc.); it is Your responsibility to inform Yourself of the necessary security precautions.
 - (b) the possibility that the network provider (e.g. Internet service provider "ISP") may profile Your characteristics cannot be ruled out (e.g. the ISP is able to identify when and with whom You make contact).
 - (c) there exists a potential danger that third parties may gain access to Your computer during an Internet session (e.g. via a Java or ActiveX application).
 - (d) there exists a potential danger that a virus may enter Your computer when You make contact externally while using a network such as the Internet.
 - (e) the Company does not provide technical access to the Electronic Documents which is Your responsibility. You further accept that the Company accepts no liability for the ISP.
 - (f) authentication of the Electronic Documents upon receipt is Your responsibility; the Company provides an authentication site at <http://sgsonsite.sgs.com/authentication> for Your convenience and, therefore, the Company shall not assume any responsibility

for the accuracy and completeness of the Electronic Documents once received by You. In particular, information contained in the Electronic Documents is valid for the time and place of the performance of the Services only and may not be used as a certificate of origin or title, genuineness or guarantee of fitness and suitability for a particular purpose.

- (g) the Company cannot be held liable for damages which You or Your agent or counterpart(s) may incur as a result of transmission errors, technical defects, system overloads, interruptions (including system related maintenance work), malfunctions, illegal intervention and malicious blocking of telecommunications installations and networks, access by third parties or other deficiencies on the part of the telecommunications equipment and network providers.
 - (h) The Company shall not accept liability for damages which You incur due to non-performance of Your contractual obligations vis-à-vis a third party or for indirect and subsequent damages such as missed profits or third party claims.
5. Article 20 of the ICC UCP for Documentary Credits (1998 reprint) states that unless otherwise stated, banks will accept as an original document any document which is produced "by reprographic, automated or computerised systems"; however, the legality of Electronic Documents is not yet established in all jurisdictions. Therefore, You acknowledge and accept that the Electronic Documents may be refused by one or all of Your transaction counterparts, resulting in settlement delays. The Company cannot and will not accept any liability for claims or losses arising from such settlement delays. You are further responsible for discovering whether Electronic Documents have been accepted as legally binding documents in the jurisdiction(s) in which such Electronic Documents are destined to be used. The Company accepts no responsibility in this regard.