

## TEST REPORT

Report No: AR-24-QB-000258-01  
Customer: K.E. MANUFACTURING SDN BHD  
Date of Issue: 15/01/2024



Batch No: EUMY6SU-00024130

To: K.E. MANUFACTURING SDN BHD  
10 & 12, Jln Gemilang 3  
Tmn Perindustrian Cemerlang  
81800 Ulu Tiram  
Johor MALAYSIA

Attn: Ms Lyla

Date Sample Received: 02/01/2024  
Date of Testing: 04/01/2024 to 15/01/2024

The following sample(s) was(were) identified by the customer as:

**156-2024-01000013:**

PRODUCT NAME: AIR CARE  
3-PLY SURGICAL MASK  
(WHITE)  
MANUFACTURER: K.E  
MANUFACTURING SDN BHD

PRODUCT NAME: AIRCARE  
3-PLY SURGICAL MASK (BLUE)  
MANUFACTURER: K.E  
MANUFACTURING SDN BHD

Remark:  
1. Refer attached report bearing the report number N240104003/N240104003-11 and N240104004/N240104004-11 for study outcome.

This 1 page(s) of report and its attachment(s), if relevant, has/have been validated by

ChM. Tan Kiven, M.Sc. in Chemical Instrumentation  
IKM Registered Chemist  
Registered No.:M/4762/7859/17

**EXPLANATORY NOTE**

This analytical report shall not be reproduced except in full, without approval of Eurofins NM Laboratory Sdn Bhd.

The result(s) relate(s) only to the item(s) tested.

Eurofins general terms and conditions of sales (Malaysia) apply.

- ◆ Test result is not accredited.
- Test result is externally provided within Eurofins group and is accredited.
- Test result is externally provided within Eurofins group but is not accredited.
- Test result is externally provided outside Eurofins group and is accredited.
- Test result is externally provided outside Eurofins group but is not accredited.

N/A means not applicable.  
<LOD means not detected at or below the Limit of Detection (LOD).  
<LOQ means below the Limit of Quantification (LOQ).

- End of Report -

**TEST REPORT**

**Test Report Issued To:**

EUROFINS NM LABORATORY SDN BHD.

NO-27 JALAN IMPIAN EMAS 5,  
TAMAN IMPIAN EMAS,  
JOHOR, SKUDAI - 81300,  
MALAYSIA

Test Report No: N240104003/N240104003-11  
Issue Date: 15-Jan-2024  
Sample Booking/Receipt Date: 04-Jan-2024  
Test Start Date: 04-Jan-2024  
Test Completion Date: 11-Jan-2024



Customer Relationship Number 62814

**Sample Description :**

PRODUCT NAME-AIRCARE 3-PLY SURGICAL MASK (WHITE)  
MANUFACTURE-K.E.MANUFACTURING SDN BHD



Customer Reference No :  
156-2024-01000013

Kind Attention : MS. HUI SIANG CHOO

E-Mail: report-enml.jb@eurofins.com

Contact No: 006075588153

Sample Condition : Good

Sample Quantity (Approx) : 1 - Nos

Sample Size (Approx) : NA - m

SAMPLE NOT DRAWN BY OUR LABORATORY. THE RESULTS RELATE ONLY TO THE ITEMS TESTED



Report Issued By

ULR-TC1024524000000625F

Authenticity of report can be verified by mail at [verification@spectrolab.in](mailto:verification@spectrolab.in)  
This is a Digitally Signed Report and hence doesn't require Physical Signature.

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
(part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
+91-11-40522000, 41611000 | [www.spectro.in](http://www.spectro.in) | [care@spectro.in](mailto:care@spectro.in)

**TEST REPORT**

Discipline: - Biological

Group: - PPE

**TEST REPORT FOR DETERMINATION OF BREATHABILITY (DIFFERENTIAL PRESSURE)****1.Name of Product**

PRODUCT NAME-AIRCARE 3-PLY SURGICAL MASK (WHITE) MANUFACTURE-K.E. MANUFACTURING SDN BHD

**2.Test Method**

EN 14683:2019+AC:2019 (E); Medical face masks - Requirements and test methods

**3.Scope**

To determine the breathing resistance or Breathability of medical face mask as per Annex. C given in BS EN 14683: 2019; Medical face mask - Requirements and test method.

**4. Testing Laboratory**Name: Spectro Analytical Labs Private Limited  
Address: E-41, Okhla phase-2  
New Delhi-110020**5.Date of Test**

Test Date -04.01.2024

**6.Specimen Verification****Specimen Definition**

The testing laboratory was not involved in the selection of the test specimen.

**7.Conditioning**

Each test specimen was placed for 5 Hours at a temperature of 23 °C and a relative humidity of 80 %.

  
AMAN SHARMA  
Reviewed By

TC-10245



ULR-TC1024524000000625F

Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
(part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)

+91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

## TEST REPORT

### 8.Observations, Requirements & Test Result:

#### 1.Pre test parameters

Sr. No.	Parameter		Test Method
1	Flow rate	8 Lit/min	BS EN 14683:2019
2	Specimen area	4.9 cm <sup>2</sup>	BS EN 14683:2019

Specimen		Pressure (Pa)	Area (cm <sup>2</sup> )	Differential Pressure (Pa/cm <sup>2</sup> )
Specimen No.	Reading No.			
1	1	228	4.9	43.67
	2	178	4.9	33.47
	3	226	4.9	43.27
	4	216	4.9	41.22
	5	199	4.9	37.76
2	1	206	4.9	39.18
	2	225	4.9	43.06
	3	215	4.9	41.02
	4	195	4.9	36.94
	5	218	4.9	41.63

  
AMAN SHARMA  
Reviewed By



TC-10245



ULR-TC1024524000000625F

Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
(part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
+91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

## TEST REPORT

Specimen		Pressure (Pa)	Area (cm <sup>2</sup> )	Differential Pressure (Pa/cm <sup>2</sup> )
Specimen No.	Reading No.			
3	1	211	4.9	40.20
	2	222	4.9	42.45
	3	201	4.9	38.16
	4	197	4.9	37.35
	5	210	4.9	40.00
4	1	225	4.9	43.06
	2	210	4.9	40.00
	3	205	4.9	38.98
	4	195	4.9	36.94
	5	202	4.9	38.37
5	1	223	4.9	42.65
	2	201	4.9	38.16
	3	195	4.9	36.94
	4	227	4.9	43.47
	5	207	4.9	39.39
<b>Average</b>				<b>39.89</b>

**Requirement of Material**

Sr. No.	Type of medical mask	Differential Pressure (Pa/cm <sup>2</sup> )
1	Type I	Less than 40
2	Type II	Less than 40
3	Type IIR	Less than 60

**Test Result: 39.89 Pa/cm<sup>2</sup>**

**Conclusion: Pass in Type II**

AMAN SHARMA  
Reviewed By



TC-10245

ULR-TC102452400000625F



Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
(part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
+91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

## TEST REPORT

**Discipline: - Biological**

**Group: - PPE**

### TEST REPORT FOR DETERMINATION OF:

### The Resistance against penetration by synthetic blood (Fixed Volume, Horizontally projected)

**1. Name of Product**

PRODUCT NAME-AIRCARE 3-PLY SURGICAL MASK (WHITE) MANUFACTURE-K.E. MANUFACTURING SDN BHD

**2. Test Method**

**ASTM F 2100:19**; Standard Specification for Performance of Materials Used in Medical Face Masks  
**ASTM F1862 / F1862M – 17**; Standard Test Method for Resistance of Medical Face Masks to Penetration by Synthetic Blood (Horizontal Projection of Fixed Volume at a Known Velocity)

**3. Scope**

**ASTM F1862 / F1862M – 17**; Standard Test Method for Resistance of Medical Face Masks to Penetration by Synthetic Blood (Horizontal Projection of Fixed Volume at a Known Velocity)

**4. Testing Laboratory**

Name: **Spectro Analytical Labs Limited Pvt. Ltd**  
 Address: E 41, OKHLA PHASE 2 DELHI 110020

**5. Date of Test**

Test Date – 04.01.2024

**6. Specimen Verification**

**6.1. Specimen Definition**

The testing laboratory was not involved in the selection of the test specimen.

**7. Conditioning**

Each test specimens were placed for 5 h at a temperature of 23 °C and a relative humidity of 85 %.

  
 AMAN SHARMA  
 Reviewed By



TC-10245



ULR-TC102452400000625F

Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
 (part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
 +91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

## TEST REPORT

### 8. Observations & Test Result

1. Selected Blood Pressure : 160 mm Hg
2. Volume : 2 ml
3. Valve Time : 660 ms
4. Target Area : Centre of mask
5. Test Condition : Temperature 23 °C and Relative Humidity 85 %.
6. Pre- Treatment technique used : Not Given
7. Targeting plate Used : No
8. Thickening agent used : DR110 in place of Acrysol G111
9. **Result** : **Pass**

Table 1. Summary of Individual specimen

Specimen Number	Result	Specimen Number	Result
1	Pass	17	Pass
2	Pass	18	Pass
3	Pass	19	Pass
4	Pass	20	Pass
5	Pass	21	Pass
6	Pass	22	Pass
7	Pass	23	Pass
8	Pass	24	Pass
9	Pass	25	Pass
10	Pass	26	Pass
11	Pass	27	Pass
12	Pass	28	Pass
13	Pass	29	Pass
14	Pass	30	Pass
15	Pass	31	Pass
16	Pass	32	Pass

  
 AMAN SHARMA  
 Reviewed By



TC-10245

ULR-TC1024524000000625F

Authorised Signatory

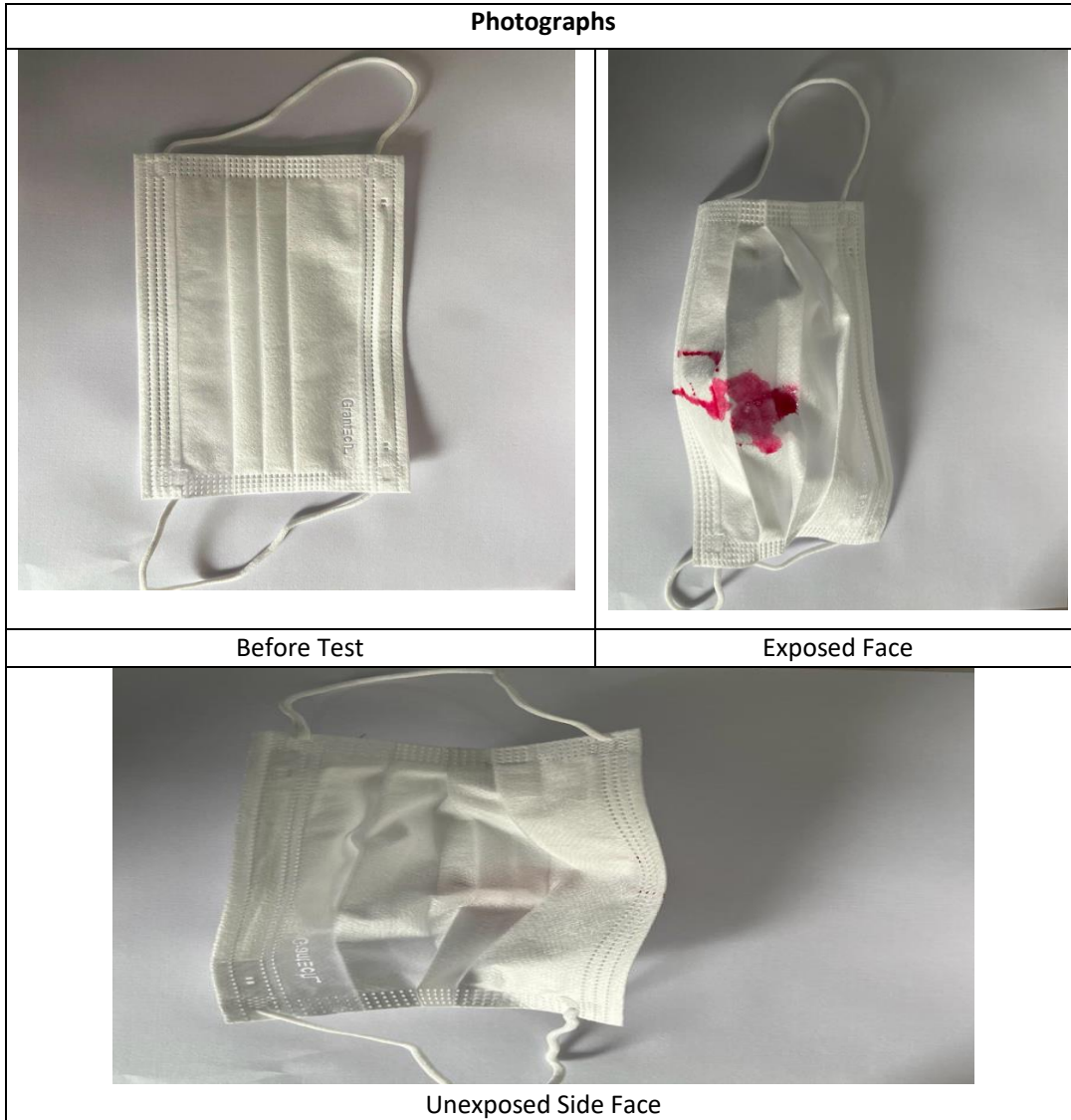
Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
 (part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
 +91-11-40522000, 41611000 | www.spectro.in | care@spectro.in



**TEST REPORT**

**Photographs**



*Amn*  
 AMAN SHARMA  
 Reviewed By



TC-10245

ULR-TC1024524000000625F



Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
 (part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
 +91-11-40522000, 41611000 | www.spectro.in | care@spectro.in



**TEST REPORT**

Discipline: - Biological

Group: - PPE

**TEST REPORT FOR DETERMINATION OF FLAMMABILITY OF CLOTHING TEXTILE****1. Name of Product**

PRODUCT NAME-AIRCARE 3-PLY SURGICAL MASK (WHITE) MANUFACTURE-K.E. MANUFACTURING SDN BHD

**2. Test Method**

16 CFR PART 1610 – Standard for the flammability of clothing textile

**3. Scope**

To perform the flammability test on medical face mask for Class 1 (Normal Flammability) as per procedure given in 16 CFR PART 1610 – Standard for the flammability of clothing textile

**4. Testing Laboratory**Name: **Spectro Analytical Labs Pvt. Limited**  
Address: E41 OKHLA PHASE 2  
DELHI -110020**5. Date of Test**

Test Date – 04.01.2024

**6. Specimen Verification****6.1. Specimen Definition**

The testing laboratory was not involved in the selection of the test specimen.

**7. Conditioning**

Each test specimens were placed in oven At 105°C for 30minute and kept in desiccator for 15 minute.

  
AMAN SHARMA  
Reviewed By

TC-10245



ULR-TC1024524000000625F

Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
(part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)

+91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

## TEST REPORT

### 8. Observations, Requirements & Test Result:

#### 1. Observations

Sr. no.	Specimen	Burn time in second
1	Specimen 1	DO NOT IGNITE
2	Specimen 2	DO NOT IGNITE
3	Specimen 3	DO NOT IGNITE
4	Specimen 4	DO NOT IGNITE
5	Specimen 5	DO NOT IGNITE
6	Specimen 6	DO NOT IGNITE
7	Specimen 7	DO NOT IGNITE
8	Specimen 8	DO NOT IGNITE
9	Specimen 9	DO NOT IGNITE
10	Specimen 10	DO NOT IGNITE

#### 2. Characteristics of Material

Sr. No.	Parameter	Observation
1	Composition of Material	Not Declared

#### 3. Procedure Followed: Procedure 1610.6

#### 4. Test Result: Passes Class 1

  
 AMAN SHARMA  
 Reviewed By



TC-10245

ULR-TC1024524000000625F



Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
 (part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
 +91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

## TEST REPORT

### TEST REPORT FOR DETERMINATION OF:

### Evaluating the Bacterial Filtration Efficiency (BFE) of Medical Face Mask Materials, Using a Biological Aerosol of Staphylococcus aureus

#### 1. Name of Product

AIRCARE 3-PLY SURGICAL MASK (WHITE) MANUFACTURE-K.E. MANUFACTURING SDN BHD

#### 2. Test Method

BS EN 14683:2019/Annex B : Medical face masks - Requirements and test methods

#### 3. Scope

To perform bacterial filtration efficiency test on surgical mask as per procedure given BS EN 14683:2019, by using biological aerosol of Staphylococcus aureus.

#### 4. Testing Laboratory

Name: **Spectro Analytical Labs Limited**  
 Address: E-41, Okhla Phase-2  
 New Delhi  
 Pin Code: 110020  
 Ph: 011-40522000

#### 5. Date of Test

Test Date : 04.01.2024

#### 6. Specimen Verification

##### 6.1. Specimen Definition

The testing laboratory was not involved in the selection of the test specimen.

#### 7. Conditioning

Each test specimens were placed for 5 h at a temperature of 21±5 °C and a relative humidity of 85±5 %.

#### 8. Inoculum Size

Staphylococcus aureus ATCC 6538 (5x10<sup>5</sup> cfu/ml)

#### 9. Medium Used

Tryptic soya agar

#### 10. Temperature condition

37°C/20 to 52 hours

*Ritu Tiwari*  
 RITU TIWARI  
 Reviewed By



TC-10245



ULR-TC1024524000000625F

Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
 (part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
 +91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

## TEST REPORT

### 11. Observations, Requirements & Result

Sr. no.	Test Parameters	Result	Limits as per BS EN 14683:2019/ANNEX B	Test Method
1	Bacterial Filtration Efficiency of Specimen (%)	99.2	Level 1= $\geq$ 95 Level 2= $\geq$ 98 Level 3= $\geq$ 98	BS EN 14683:2019
		99.5		
		99.1		
		99.4		
		99.3		
	Average of BFE results (%)	<b>99.3</b>		
2	Area of test Specimen	Face side	Face side	BS EN 14683:2019
3	Flow rate of aerosol	28.3	28.3 L/Minute	BS EN 14683:2019
4	Mean particle size of Challenge aerosol of Staphylococcus aureus, micron	2.82	3 $\pm$ 0.3	BS EN 14683:2019
5	Average Plate count of Positive control of Staphylococcus aureus in count, per test	2217	1700-3000	BS EN 14683:2019
6	Average Plate count of Negative control	Negative	Negative	BS EN 14683:2019

**Remarks:** The sample showed average 99.3 % Bacterial filtration efficiency against Staphylococcus aureus ATCC 6538 according to BS EN 14683:2019 test method.

*Ritu Tiwari*  
RITU TIWARI  
Reviewed By



TC-10245



ULR-TC102452400000625F

Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
(part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
+91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

**TEST REPORT****TEST REPORT FOR DETERMINATION OF  
Evaluating the Microbial cleanliness in Mask****1. Name of Product**

AIRCARE 3-PLY SURGICAL MASK (WHITE) MANUFACTURE-K.E. MANUFACTURING SDN BHD

**2. Test Method**

BS EN 14683 2019 Annex-D

**3. Scope**

To perform Microbial cleanliness test on coverall as per procedure given in Annex-D of BS EN 14683 2019, by using filtration techniques.

**5. Testing Laboratory**Name: **Spectro Analytical Labs Limited**  
Address: E-41, Okhla Phase-2  
New Delhi  
Pin Code: 110020  
Ph: 011-40522000**5. Date of Test**

Test Date : 04.01.2024

**6. Specimen Verification****6.1. Specimen Definition**

The testing laboratory was not involved in the selection of the test specimen.

**7. Conditioning**

Each test specimens were shaken for 5 minute at 250 RPM on orbital shaker.

  
RITU TIWARI  
Reviewed By

TC-10245



ULR-TC1024524000000625F

Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
(part of Eurofins Scientific SE)E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
+91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

## TEST REPORT

### 8. Observations, Requirements & Result

Test Parameters	Specimen no.	Result of Bacterial count at 30°C/3 days on TSA, cfu/gm (a)	Result of Yeast & Mould count, at 25°C/7 days on SDA, cfu/gm (b)	Total Bioburden count as Microbial cleanliness	Limits	Test Method
Total Bio-burden, (Microbial cleanliness) total value of (a+b) cfu/gm	1	9	4	13	≤30 cfu/gm	BS EN 14683 2019-Annex-D
	2	4	2	6		
	3	10	0	10		
	4	7	5	12		
	5	8	3	11		

**Remarks:** The sample complies to the above test parameters according to BS EN 14683: 2019.

*Ritu Tiwari*  
 RITU TIWARI  
 Reviewed By



TC-10245



ULR-TC102452400000625F

Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
 (part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
 +91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

## General Terms & Conditions of Sale

Spectro Analytical Labs Pvt Ltd, (formerly Spectro analytical labs Ltd) undertakes to provide service to its customer subject to the terms & conditions mentioned here-

### 1. Area of Application

1.1 All Orders accepted by Spectro Analytical Labs Pvt Ltd, (formerly Spectro analytical labs Ltd) (Collectively "ES") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with ES is accepted by ES. An order placed with ES is considered as accepted by ES when (a) ES proceeds to fulfil that order, without need for any written confirmation from ES or (b) ES accept the order in writing.

1.2 All reports will be issued with the legal name i.e. Spectro Analytical Labs Pvt Ltd, (formerly Spectro analytical labs Ltd)

1.3 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Managing Director of ES), employee, agent or subcontractor of ES has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ES, unless it is in writing and signed by the Managing Director of ES.

### 2. Placement of Order

2.1 A customer order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using ES-approved sample Test request form or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to ES quoting the customer reference. ES is not obligated to start any work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the Managing Director of ES, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order-instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate contract between ES and the customer.

2.3 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

### 3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, ES' prices apply "ex works", excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by ES in connection with the order) must be paid by the customer. 3.2 Prices are exclusive of all applicable taxes (GST or Other taxes) and are based on tariffs in force at the time of the remittance of the order to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by ES in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of any test result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of Rupees Two hundred (Rs.200) and may carry interest as per MSMED Act.

3.4 Invoices are subject to a minimum invoice charge of Rupees Two Hundred fifty (Rs.250).

3.5 The invoice settlement method is Cheque, bank transfer or direct debit. Any other method of payment must receive prior agreement from ES. The customer undertakes to provide bank account details.

3.6 ES is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

### 4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ES is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated (e.g. for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded) ES shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by ES to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, inducing on its site, during transportation, in the laboratory or otherwise to ES premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform ES personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to ES premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies ES against, all costs, damages, liabilities and injuries that may be caused to or incurred by ES or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At ES' request, the customer must provide ES with the exact composition of the samples.

### 5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of ES to the extent necessary for the performance of the order. Unless the customer pays for storage, ES shall have no obligation or liability for samples sent to ES for storage, including samples requiring refrigeration however ES retains the sample for three months. If the customer pays for further storage, ES will take commercially reasonable steps to store the samples, according to professional practice.

5.2 Sample will be kept for one month from the date of release of test report unless specified by regulatory or ES and the customer have agreed in writing on the terms of ES' retention of the sample. ES also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for ES arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, ES will return them to the customer, at the customer's cost and risk.

5.3 The sample description is not verified in all cases and is given "as described by customer". Sample not drawn by us and analysis conducted on "as received bases". Unless specified otherwise

5.4 Lab retain the copy of report for 2 years from the date of release of test report or instructed by customer or any regulatory requirement and authenticity of test report can be verified within 2 years by sending mail at [verification@spectrolab.in](mailto:verification@spectrolab.in)

### 6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ES. Nevertheless, ES shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

### 7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar supplied by ES to the customer will remain with ES until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if ES has accepted and begun to fulfil an order, ES has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to ES, whether for that or any other order.

7.2 Even after payment in full by the customer, ES shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

### 8. Limited Warranties and responsibilities

8.1 Orders are handled in the conditions available to ES in accordance with the current state of technology and methods developed and generally applied by ES and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but ES cannot guarantee that these will always be correct or absolute. This limited warranty expires three months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by ES, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each testing report relates exclusively to the sample analyzed by ES. If ES has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequent should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed ES recommendations, ES shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to ES for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by ES, ES accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of ES. ES will use commercially reasonable care in handling and storing samples, but ES shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to ES that all samples sent to ES for analysis are safe and in a stable condition and undertakes to indemnify ES for any losses, injuries, claims and costs which ES, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform ES in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and ES. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold ES harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

8.6 The result given on the test report refer only to tested samples and application parameters.

8.7 Any complaints about the test report should be communicated in writing within 7 days of the issue of the report

### 9. Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) ES (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ES partners and affiliates, the "ES Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ES Indemnifying Party's willful misconduct in connection with the performance of an order and then, only if ES has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ES Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to ES' services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the ES Indemnifying Party's willful misconduct in connection with the performance of the order and (ii) invoice amount ES actually received from the customer in relation to the order subject to maximum of Rs. 1 lac (Rupees One Lac)

9.2 The ES Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, and business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of ES' acceptance of an order that the customer indemnifies the ES Indemnifying Parties for any losses, injuries, claims and costs which the ES Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ES Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

### 10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if ES has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis. No retest request will be accepted after return of tested sample.

### 11. Force Majeure

ES cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond ES' reasonable control, or which result from compliance with governmental requests, laws and regulations.

### 12. Confidentiality & Processing of Customer Data

12.1 ES shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 ES shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ES' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of ES. In addition, the customer is required to maintain secrecy concerning all services provided by ES and their results as well as the composition of products and software delivered by ES. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ES. Even if such written consent is given by ES, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ES Indemnified Parties against any liability which the ES Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

12.4 Test report certificate shall not be reproduced except in full, without written permission of laboratory

12.5 Test report certificate shall not be reproduced wholly or in parts and cannot be used as an evidence in a court of law and shall not be used in advertising media, without written permission of laboratory

### 13. Disclaimer and Miscellaneous

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

13.2 These Terms and Conditions may be modified in writing from time to time by ES and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ES accepts the order.

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either ES or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

### 14. Governing Law Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of Delhi Jurisdiction, Delhi State, India in which the registered office of the ES company which accepted the order in question is located (including in cases involving multiple counsels for the defense or third-party respondents), which shall have exclusive jurisdiction.

\* End of Report \*

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN: U74220DL1998PTC092698

(part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)

+91-11-40522000, 41611000 | [www.spectro.in](http://www.spectro.in) | [care@spectro.in](mailto:care@spectro.in)

ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified Laboratory



TEST REPORT

Test Report Issued To:

EUROFINS NM LABORATORY SDN BHD.

NO-27 JALAN IMPIAN EMAS 5,  
TAMAN IMPIAN EMAS,  
JOHOR, SKUDAI - 81300,  
MALAYSIA

Test Report No: N240104004/N240104004-11  
Issue Date: 13-Jan-2024  
Sample Booking/Receipt Date: 04-Jan-2024  
Test Start Date: 04-Jan-2024  
Test Completion Date: 11-Jan-2024



Customer Relationship Number 62814

Sample Description :

PRODUCT NAME-AIRCARE 3-PLY SURGICAL MASK (BLUE)  
MANUFACTURER-K.E.MANUFACTURING SDN BHD



Customer Reference No :  
156-2024-01000013

Kind Attention : MS. HUI SIANG CHOO

E-Mail: report-enml.jb@eurofins.com

Contact No: 006075588153

Sample Condition : Good

Sample Quantity (Approx) : 1 - Nos

Sample Size (Approx) : NA - mm

SAMPLE NOT DRAWN BY OUR LABORATORY. THE RESULTS RELATE ONLY TO THE ITEMS TESTED



Report Issued By

ULR-TC1024524000000634F

Authenticity of report can be verified by mail at [verification@spectrolab.in](mailto:verification@spectrolab.in)  
This is a Digitally Signed Report and hence doesn't require Physical Signature.

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
(part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
+91-11-40522000, 41611000 | [www.spectro.in](http://www.spectro.in) | [care@spectro.in](mailto:care@spectro.in)

## TEST REPORT

**Discipline: - Biological**

**Group: - Miscellaneous**

### TEST REPORT FOR DETERMINATION OF Evaluating the Microbial cleanliness in Mask

**1. Name of Product**

AIRCARE 3-PLY SURGICAL MASK (Blue) MANUFACTURE-K.E. MANUFACTURING SDN BHD

**2. Test Method**

BS EN 14683 2019 Annex-D

**3. Scope**

To perform Microbial cleanliness test on coverall as per procedure given in Annex-D of BS EN 14683 2019, by using filtration techniques.

**1. Testing Laboratory**

Name: **Spectro Analytical Labs Limited**

Address: E-41, Okhla Phase-2

New Delhi

Pin Code: 110020

Ph: 011-40522000

**5. Date of Test**

Test Date : 04.01.2024

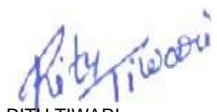
**6. Specimen Verification**

**6.1. Specimen Definition**

The testing laboratory was not involved in the selection of the test specimen.

**7. Conditioning**

Each test specimens were shaken for 5 minute at 250 RPM on orbital shaker.



RITU TIWARI  
Reviewed By



TC-10245



ULR-TC1024524000000634F

Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
(part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
+91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

## TEST REPORT

### 8. Observations, Requirements & Result

Test Parameters	Specimen no.	Result of Bacterial count at 30°C/3 days on TSA, cfu/gm (a)	Result of Yeast & Mould count, at 25°C/7 days on SDA, cfu/gm (b)	Total Bioburden count as Microbial cleanliness	Limits	Test Method
Total Bio-burden, (Microbial cleanliness) total value of (a+b) cfu/gm	1	3	2	6	≤30 cfu/gm	BS EN 14683 2019-Annex-D
	2	6	0	6		
	3	5	3	8		
	4	8	4	12		
	5	4	4	8		

**Remarks:** The sample complies to the above test parameters according to BS EN 14683: 2019.

*Ritu Tiwari*  
 RITU TIWARI  
 Reviewed By



ULR-TC1024524000000634F

Authorised Signatory

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN : U74220DL1998PTC092698  
 (part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)  
 +91-11-40522000, 41611000 | www.spectro.in | care@spectro.in

## General Terms & Conditions of Sale

Spectro Analytical Labs Pvt Ltd, (formerly Spectro analytical labs Ltd) undertakes to provide service to its customer subject to the terms & conditions mentioned here-

### 1. Area of Application

1.1 All Orders accepted by Spectro Analytical Labs Pvt Ltd, (formerly Spectro analytical labs Ltd) (Collectively "ES") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with ES is accepted by ES. An order placed with ES is considered as accepted by ES when (a) ES proceeds to fulfil that order, without need for any written confirmation from ES or (b) ES accept the order in writing.

1.2 All reports will be issued with the legal name i.e. Spectro Analytical Labs Pvt Ltd, (formerly Spectro analytical labs Ltd)

1.3 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Managing Director of ES), employee, agent or subcontractor of ES has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ES, unless it is in writing and signed by the Managing Director of ES.

### 2. Placement of Order

2.1 A customer order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using ES-approved sample Test request form or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to ES quoting the customer reference. ES is not obligated to start any work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the Managing Director of ES, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order-instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate contract between ES and the customer.

2.3 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

### 3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, ES' prices apply "ex works", excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by ES in connection with the order) must be paid by the customer.

3.2 Prices are exclusive of all applicable taxes (GST or Other taxes) and are based on tariffs in force at the time of the remittance of the order to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by ES in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of any test result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of Rupees Two hundred (Rs.200) and may carry interest as per MSMED Act.

3.4 Invoices are subject to a minimum invoice charge of Rupees Two Hundred fifty (Rs.250).

3.5 The invoice settlement method is Cheque, bank transfer or direct debit. Any other method of payment must receive prior agreement from ES. The customer undertakes to provide bank account details.

3.6 ES is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

### 4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ES is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated (e.g. for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded) ES shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by ES to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, inducing on its site, during transportation, in the laboratory or otherwise to ES premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform ES personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to ES premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies ES against, all costs, damages, liabilities and injuries that may be caused to or incurred by ES or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At ES' request, the customer must provide ES with the exact composition of the samples.

### 5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of ES to the extent necessary for the performance of the order. Unless the customer pays for storage, ES shall have no obligation or liability for samples sent to ES for storage, including samples requiring refrigeration however ES retains the sample for three months. If the customer pays for further storage, ES will take commercially reasonable steps to store the samples, according to professional practice.

5.2 Sample will be kept for one month from the date of release of test report unless specified by regulatory or ES and the customer have agreed in writing on the terms of ES' retention of the sample. ES also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for ES arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, ES will return them to the customer, at the customer's cost and risk.

5.3 The sample description is not verified in all cases and is given "as described by customer". Sample not drawn by us and analysis conducted on "as received bases". Unless specified otherwise

5.4 Lab retain the copy of report for 2 years from the date of release of test report or instructed by customer or any regulatory requirement and authenticity of test report can be verified within 2 years by sending mail at [verification@spectrolab.in](mailto:verification@spectrolab.in)

### 6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ES. Nevertheless, ES shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

### 7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar supplied by ES to the customer will remain with ES until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if ES has accepted and begun to fulfil an order, ES has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to ES, whether for that or any other order.

7.2 Even after payment in full by the customer, ES shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

### 8. Limited Warranties and responsibilities

8.1 Orders are handled in the conditions available to ES in accordance with the current state of technology and methods developed and generally applied by ES and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but ES cannot guarantee that these will always be correct or absolute. This limited warranty expires three months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by ES, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each testing report relates exclusively to the sample analyzed by ES. If ES has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequent should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed ES recommendations, ES shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to ES for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by ES, ES accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of ES. ES will use commercially reasonable care in handling and storing samples, but ES shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to ES that all samples sent to ES for analysis are safe and in a stable condition and undertakes to indemnify ES for any losses, injuries, claims and costs which ES, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform ES in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and ES. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold ES harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

8.6 The result given on the test report refer only to tested samples and application parameters.

8.7 Any complaints about the test report should be communicated in writing within 7 days of the issue of the report

### 9. Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) ES (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ES partners and affiliates, the "ES Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ES Indemnifying Party's willful misconduct in connection with the performance of an order and then, only if ES has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ES Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to ES' services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the ES Indemnifying Party's willful misconduct in connection with the performance of the order and (ii) invoice amount ES actually received from the customer in relation to the order subject to maximum of Rs. 1 lac (Rupees One Lac)

9.2 The ES Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, and business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of ES' acceptance of an order that the customer indemnifies the ES Indemnifying Parties for any losses, injuries, claims and costs which the ES Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ES Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

### 10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if ES has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis. No retest request will be accepted after return of tested sample.

### 11. Force Majeure

ES cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond ES' reasonable control, or which result from compliance with governmental requests, laws and regulations.

### 12. Confidentiality & Processing of Customer Data

12.1 ES shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 ES shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ES' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of ES. In addition, the customer is required to maintain secrecy concerning all services provided by ES and their results as well as the composition of products and software delivered by ES. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ES. Even if such written consent is given by ES, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ES Indemnified Parties against any liability which the ES Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

12.4 Test report certificate shall not be reproduced except in full, without written permission of laboratory

12.5 Test report certificate shall not be reproduced wholly or in parts and cannot be used as an evidence in a court of law and shall not be used in advertising media, without written permission of laboratory

### 13. Disclaimer and Miscellaneous

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

13.2 These Terms and Conditions may be modified in writing from time to time by ES and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ES accepts the order.

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either ES or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

### 14. Governing Law Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of Delhi Jurisdiction, Delhi State, India in which the registered office of the ES company which accepted the order in question is located (including in cases involving multiple counsels for the defense or third-party respondents), which shall have exclusive jurisdiction.

\* End of Report \*

Legal Entity: Spectro Analytical Labs Private Limited (formerly Spectro Analytical Labs Limited), CIN: U74220DL1998PTC092698

(part of Eurofins Scientific SE)

E-41, Okhla Industrial Area, Phase-II, New Delhi-110020 (India)

+91-11-40522000, 41611000 | [www.spectro.in](http://www.spectro.in) | [care@spectro.in](mailto:care@spectro.in)