

INTERTEK TERMS AND CONDITIONS FOR THE HIGH-PERFORMANCE MARK

1. Samples

- a. The client should guarantee the accuracy of the information and description of the samples for the purposes of the testing services.
- b. The samples provided with the application for a High-Performance (HP) Mark shall be tested by Intertek Softlines Locations only; no external third parties may perform the tests for further applications.
- c. The client must organize the submission of approved samples with their application in order to obtain the HP Mark; they should also submit the samples for surveillance within 6 months in order to retain the validity of HP Mark.
- d. The client should acknowledge that samples may be altered or damaged unavoidably during the normal processing of the testing service requested.

2. Validity

- a. The validity of the HP Mark is one year from the issuance of the HP Mark Certificate.
- b. The client should ensure that the sample for surveillance should be submitted to Intertek Softlines Locations for checking once ready; otherwise, the HP mark would become invalid.
- c. The client should be responsible for the clearance of HP Mark and HP Tag on their products when the HP Mark expires.
- d. In the event of any abuse or improper usage of the HP Mark, Intertek reserves the right to take legal action and terminate the usage of it for any products.

3. HP Mark Report and HP Mark Certificate

- a. The test reports or certificates must not be reproduced or allow the reproduction / amendment except in full.

4. HP Tag

- a. Intertek Softlines Locations only provide the artwork so that clients may add their logo on the reverse of the tag for mass production. The production format and design should follow Intertek's artwork file, instructions and guidelines.
- b. In the event of any improper usage of the HP Tag, Intertek reserves the right to take legal action and terminate the usage of it for any products.

5. Amendments to these Terms

- a. Intertek reserves the right to unilaterally amend the policy, requirements, package, fee and the terms and conditions of the HP Mark Scheme and shall notify the client of any such amendments.
- b. The continued use of the testing services or related advisory services of clients after such notice will constitute acceptance of the variation.





6. Intellectual Property Rights

- a. Intertek retains the Intellectual Property Rights (as defined in Intertek General Terms and Conditions of Services) in all materials related to the HP Mark, HP Certificate, HP Tag and the testing requirements involved.

- 7. All of the above are strictly subject to Intertek's Terms & Conditions of Business (<http://www.intertek.com/terms/>). These will become part of the contract between Intertek and the customer, unless specifically otherwise agreed in writing by Intertek.**