



## Terms and Conditions For Calibration Service and Product Testing as follows:

### I. General Terms

- 1) These General Terms and Conditions of Business service are applicable to all Calibration / Product Testing Services and other services provided by Gtech Integrated Sdn. Bhd.
- 2) The client shall accept Gtech Integrated Sdn. Bhd. General Terms and Conditions of Business and the prices valid at the time of order placement.
- 3) Deviating terms and conditions of business by individual clients unilaterally without the prior written consent of Gtech Integrated Sdn. Bhd. cannot be recognized as a matter of principle.
- 4) Any separate agreements by Gtech Integrated Sdn. Bhd. authorizes employees shall only be considered binding by official written that issued by Gtech Integrated Sdn. Bhd.
- 5) The Customer need to provide the Purchase Order or Confirmation Order for the requested as agreement to proceed the Calibration / Product Testing Service.
- 6) Gtech Integrated Sdn. Bhd. will issue quotation which consists the cost of calibration service / product service, payment terms, validity of quotation and job duration with current backlog of calibration service.
- 7) In condition of Calibration backlog at our premises, the customer should be list the equipment expiry date and we will schedule the job complete date. Discussion should be made by both parties agreed with the job completed date.
- 8) Invoices are issued upon completion of the calibration / product testing service and payment shall be made before the equipment and calibration certificate or report can be collected or dispatched from our premise.
- 9) Payment for service rendered shall be made in favour of Gtech Integrated Sdn. Bhd. by cheque and in acceptable payment methods or banking online transfer.
- 10) In any circumstances where equipment being calibrated need to collected back for whatever reasons by customer before the calibration has yet completed, calibration charges will be imposed for the calibration service that been performed. Same apply to product testing service, whereby testing charges will be impose for completed testing sequence on the test product.
- 11) Gtech Integrated reserve the right not to provide further calibration service if there be any outstanding payment for previous services.

### II. Contractual Performance

- 1) Gtech Integrated Sdn. Bhd. shall perform the Services in accordance to Gtech Integrated Sdn. Bhd. customary manner unless otherwise agreed by Gtech Integrated Sdn. Bhd. in writing.
- 2) The scope of the Services to be performed by Gtech Integrated Sdn. Bhd. shall be defined in writing on placement of order. If any modification or extension of the scope prove necessary within the context of due performance of the contract, they shall be additionally agreed upon in advance and in writing.
- 3) The client shall supply the necessary accessories, information and / or documents, for the Services including any foreign test reports, company test reports, product specifications, catalogues and instruction manuals. Until all necessary accessories, information or documents are supplied to Gtech Integrated Sdn. Bhd. will not commence the Services.
- 4) Gtech Integrated Sdn. Bhd., at its sole discretion, reserves the right not to undertake the Services and terminate the agreement for the same in the event the client fails to comply with the terms and conditions set out herein.
- 5) Under certain circumstances, such as order backlog or machine breakdown; Gtech Integrated Sdn. Bhd. will only proceed the Calibration / Product Testing Service with External Provider with approval from customer in writing.

### III. Customer Responsibility's

1. The Customer need to provide the Purchase Order or Confirmation Order for the requested calibration service.
2. The customer is responsibility to ensure the equipment delivery to service in good working condition and complete with appropriate accessories and required instruction manual to carry out the calibration.
3. The customer shall delivery and collection equipment to our premise or from our premise.
4. Upon request, pickup service can be arranged with third party courier service with additional delivery charges.
5. The customer should send the equipment 1 month before the calibration expiry date.

### IV. Deadlines, Delay or Failure of Performance

1. The deadlines for contractual performance quoted by Gtech Integrated Sdn. Bhd. shall be binding only if this has been explicitly agreed upon in writing.
2. Gtech Integrated Sdn. Bhd. shall not be liable for any delay or failure in respect of its contractual performance arising from any cause outside its control.
3. In the event that Gtech Integrated Sdn. Bhd. contractual performance is delayed due to any cause outside its control, Gtech Integrated Sdn. Bhd. shall have the option at its sole discretion to either (i) extend the period for performance in accordance to the period of delay or (ii) terminate the agreement for the Services, and Gtech Integrated Sdn. Bhd. shall not be held responsible for any cost, claims or expenses incurred by the client due to such delay.
4. Gtech Integrated Sdn. Bhd. will provide notification in written to customer for approval if planning to use external provider to complete the calibration or product testing service.

### V. Contains from the Calibration Certificate and Testing Report

1. The certificate or Test Report issued by Gtech Integrated in whole or any part thereof, or short abbreviations shall not be publish or used in any manner by the applicant or its representative to advertise the products on the print or electronic media or in brochures and advertisements without specific written to the Gtech Integrated management, of which the personnel has the right to give consent to all statements in any form of publicity.
2. The Calibration Certificate which contains a series of Measurement, and it is NOT a Certificate of Quality Assurance or a Certificate of Approval. This certificate is a certificate of measurement and calibration ONLY for equipment sent to Gtech Integrated Sdn. Bhd.
3. This Certificate contains results obtained during the measurement and calibration work. The Measurement Of Uncertainty does not include the change in the capability of the equipment during post-calibration operation, the change in environmental conditions and effect of vibrations experienced during transport or laboratory's capability to repeat the measurement and calibration.
4. Same apply to the Product Test Report, is shall NOT a used of Quality Assurance or a Certificate of Approval. The result ONLY referring to the specific unit of test samples provided to Gtech Integrated Sdn. Bhd.
5. Additional certificates or test report will be issued to customer at fee determined by Gtech Integrated Sdn. Bhd. Applications for the original or additional certificate by a third party will not



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- be entertained unless a formal consent had been obtained from the respective customer to allow Gtech Integrated to do so.
6. Is it the responsibility of the customers to determine the calibration schedule of their equipment, taking into account the equipment's frequency of usage and level of precision.

### VI. Equipment's, Samples and Articles at Premise

1. The client warrants that all information and/or documents supplied to by Gtech Integrated Sdn. Bhd. are sufficient, accurate and correct in all aspects and shall indemnify by Gtech Integrated Sdn. Bhd. for all loss and damages arising from the Services herein caused by insufficient or incorrect information and/or documents supplied by the client.
2. Gtech Integrated Sdn. Bhd. shall only be liable for damages – regardless of their legal basis – if Gtech Integrated Sdn. Bhd. has caused any damage as a result of an intentional or grossly negligent act or if Gtech Integrated Sdn. Bhd. has negligently breached a substantial contractual obligation ("material obligation"). In the event that Gtech Integrated Sdn. Bhd. is in breach of any substantial contractual obligations, Gtech Integrated Sdn. Bhd. shall only be liable for the damage related to and typically foreseeable under the particular contract at the time of entering into the contract.
3. Whilst all reasonable care will be taken where the product / equipment is Gtech Integrated Sdn. Bhd. custody, Gtech Integrated Sdn. Bhd. shall not under any circumstances be responsible for any loss or damage to the product / equipment during transit or while in the custody of Gtech Integrated Sdn. Bhd.. The client shall arrange for all necessary insurance against accidental loss or damage to the product / equipment, either in transit or at Gtech Integrated Sdn. Bhd. premises.
4. Unless there is a written request made for the return of the product / equipment at the time when they are delivered to Gtech Integrated Sdn. Bhd. for testing or the agreement for testing expressly provides for the return of the product/equipment, all product / equipment provided to Gtech Integrated Sdn. Bhd. for testing will be disposed of by Gtech Integrated Sdn. Bhd. after 1 month from the date of testing.
5. Gtech Integrated Sdn. Bhd. shall not be liable for any damages caused as a result of a negligent breach of a nonsubstantial contractual obligation.
6. "Substantial contractual obligations" are those obligations that protect the customer's legal interests deemed to be substantial to the contract, which the contract, based on its content and purpose, must specifically grant to the customer; further, such contractual obligations are substantial which are deemed to be prerequisites for proper performance of a contract and upon the observance of which the customer has generally relied and may rely.
7. Gtech Integrated Sdn. Bhd. shall not be liable for any incidental, indirect, special or consequential loss or damage whatsoever, including, but not limited to, loss of revenue, profits, contracts, business or anticipated savings, or loss of goodwill or reputation, whether foreseeable or not and whether arising from any act or omission on the part of Gtech Integrated Sdn. Bhd. in the provision of the Services.
8. Any person making claims under this contract shall without delay inform Gtech Integrated Sdn. Bhd. in writing about any potential damage for which Gtech Integrated Sdn. Bhd. could be liable.
9. If claims for damages against Gtech Integrated Sdn. Bhd. are excluded or limited, this shall extend to any personal liability of any statutory organs, experts, miscellaneous employees, vicarious agents or any other auxiliary personnel of Gtech Integrated Sdn. Bhd.

10. Gtech Integrated Sdn. Bhd. total liability to the client under or in connection with the agreement for Services and/or in tort (including negligence) in any event (other than death or personal injury resulting from Gtech Integrated Sdn. Bhd. employee negligence) shall not exceed the amount of fees paid by the client to Gtech Integrated Sdn. Bhd. in respect of the Services.

### VII. Secrecy, Copyright, Data Protection

1. Gtech Integrated Sdn. Bhd. shall have the right to copy and file any written documents submitted by client for perusal which are important for performance of the order. The client is deemed to give its express consent hereto.
2. In as far as expert opinions, audit reports and the like that are protected by copyright are prepared within the scope of contractual performance, Gtech Integrated Sdn. Bhd. shall grant the customer a simple, nontransferable right of use, if this is required by the underlying purpose of the contract. This transfer of copyright explicitly shall not include the transfer of any other rights; the customer shall, in particular, not be entitled to change (process) or use expert opinions, audit reports, test results, calculations and the like outside its business. This clause shall be binding on the employees, officers, agents, advisers and any authorized personnel of the client.
3. Gtech Integrated Sdn. Bhd., its employees, and the expert engineers called in by Gtech Integrated Sdn. Bhd. shall not, without authorization, disclose or use any confidential information belonging to the client which they become cognizant during their activities provided that this clause shall not apply to information that is already known to Gtech Integrated Sdn. Bhd. prior to such disclosure; or passes into the public domain otherwise than as a result of a breach of this confidentiality obligation on the part of Gtech Integrated Sdn. Bhd.; or was received from a third party who is not under any confidentiality obligations or who did not acquire the information in confidence; or was independently conceived or developed by Gtech Integrated Sdn. Bhd. without reference to the disclosed confidential information.

### VIII. Governing Law

1. The agreement for the Services shall be governed by and construed in accordance with the laws of Malaysia.
2. Gtech Integrated Sdn. Bhd. and the client agree to submit to the non-exclusive jurisdiction of the Malaysian court.
3. For all accreditation report, Gtech Integrated Sdn. Bhd. shall be governed by DSM regulation on ISO / IEC 17025:2017 requirements.