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CN: Rt/Hc/Am

PT. Modern Testing Services Indonesia

City Resort Residences Rukan Malibu – Blok H no. 25-27, Cengkareng, Jakarta Barat 11730 – Indonesia
Tel: (62-21) 5694-4971 Fax: (62-21) 5694-4972 Email: info@mtsindonesia.com Website: www.mts-global.com



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Applicant : PT. SRI TITA MEDIKA
KP. Paparean, Rt 008 Rw 005 Pasirtanjung, Cikarang Pusat Kab.
Bekasi, Jawa Barat
Attn: Adimas Fajar
Telp. 081382072707
E-mail: arthaviand@srititamedika.co.id

Sample Description : Dinaku Surgical Facemask for Kids
Style Number : /
Order No. : /
Manufactured : /
Buyer/Agent : /
Color : White / Random Pattern
Country of Origin : /
Country of Destination : /
Quantity : 25 pcs
Fiber Content : /
End Uses : /
Previous Report : /
Sample Reception / Test Performance : Jan 8, 2021
Date of Reconfirmation : Jan 19, 2021
Date Out : Jan 20, 2021
Provided Care Instruction : /
Suggested Care Instruction : /
Test Requested : BFE (Bacteria Filtration Efficiency) test
Overall Rating : **PASS**
Actual Fiber Content : /
Suggested Fiber Content (Pending Garment Review) : /

Test Performance & Results : Please refer to the following pages for the tests performed in accordance with the applicant's request and their results.

For and on behalf of
PT Modern Testing Services Indonesia

Aida S Daulay
Softline Manager

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Please refer to the attached sheet for the Conditions of Issuing Test Reports

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TEST SUMMARY	RESULT	REMARK
ANALYTICAL		
BFE (Bacteria Filtration Efficiency)	P	

Abbreviation:

- P = Meet the Customer's Requirement
- F = Below the Customer's Requirement
- M = Pass With Label Change
- # = See Report For Test Data
- = Not Requested
- NA = Not Applicable

Remarks:

1. This report only cover BFE (Bacteria Filtration Efficiency) test as per vendor request.
2. BFE (Bacteria Filtration Efficiency) test was performed by MTS Dongguan laboratory.
3. The reference standars follow table 1 of ASTM F2100-19-Medical Face Mask material requirement by performance level as below:

Characteristic	Level 1 barrier	Level 2 barrier	Level 3 barrier
Bacterial filtration efficiency, %	≥ 95	≥ 98	≥ 98

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TEST RESULTS

1 ASTM F2101 – Standard Test Method for Evaluating the Bacterial Filtration Efficiency (BFE) of Medical Face Mask Materials, Using a Biological Aerosol of *Staphylococcus aureus*

Bacterial challenge	<i>Staphylococcus aureus</i> ATCC6538, concentration: <u>5.4x10⁵</u> CFU/ml;															
Test parameter	The flow rate through the cascade impactor: 28.3L/min; Time of the challenge suspension to be delivered to the nebulizer: 1 min; Time of the air pressure and cascade impactor to run: 2min; The mean particle size of the challenge aerosol: 3.0 um															
Sample	The area of the test specimen tested: 46.5cm ² The side of the specimen oriented toward the challenge aerosol: Inside															
Bacterial filtration efficiency (BFE,%)																
Stage number	Negative		Positive control 1		Positive control 2		Sample 1		Sample 2		Sample 3		Sample 4		Sample 5	
	r	p	r	p	r	p	r	p	r	p	r	p	r	p	r	p
1	0		264	432	164	211	0	0	0	0	1	1	0	0	0	0
2	0		88	99	104	120	0	0	0	0	0	0	0	0	0	0
3	0		87	98	105	122	0	0	0	0	0	0	1	1	0	0
4	0		359	911	377	1142	0	0	0	0	1	1	0	0	0	0
5	0		79	88	58	63	1	1	1	1	0	0	0	0	0	0
6	0		198	273	195	267	2	2	0	0	0	0	1	1	1	1
Total	0		M:1901		M:1925		T1: 3		T2: 1		T3: 2		T4:2		T5:1	
C value : 1913							BFE:99.84%:		BFE:99.95%		BFE:99.90%		BFE: 99.90%		BFE:99.95 %	
Remark: ---r: plate count; p: converted "probable hit" counts; Calculating equation : BFE=(c-T)/cX100% [BFE: bacterial filtration efficiency,%; c: average plate count total for test controls ; T: plate count total for test sample]																
conclusion Pass√ Fail□																

Method: with reference to ASTM F2101-19 – Standard Test Method for Evaluating the Bacterial Filtration Efficiency (BFE) of Medical Face Mask Materials, Using a Biological Aerosol of *Staphylococcus aureus*.

***** End of test report *****



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NOTE:

If there is question or concern regarding the above results, please contact the appropriate lab person below:

General Inquiry :

Herman Chen
Account Executive
Softline Division
Tel : (+6221) 5694 4971
Fax: (+6221) 5694 4972
Email : herman@mtsindonesia.com

Technical question & concern:

Amsor P.
QA Manager
Softline Division
Tel : (+6221) 5694 4971
Fax: (+6221) 5694 4972
Email: amsor@mtsindonesia.com

This test report is governed by the Terms and Conditions, available on request or accessible at <http://www.mts-global.com/en/terms.html>. Attention is especially drawn to the limitations of liability, indemnification and jurisdictional provisions defined therein. This report is issued strictly based on the testing of the samples submitted by you. The test results in this report refer only to the sample(s) actually tested and do not refer or be deemed to refer to any bulk production from which such sample(s) may be said to have been obtained. In the event that MTS was requested to survey and test any bulk production quantity of samples, MTS, in the absence of any contrary written instructions, performed random sampling of bulk production for testing purposes. Variations in the conditions under which samples are stored, transported, etc., may lead to variations in the test results. MTS cannot anticipate and shall not be held responsible for variations in test results that may be due to factors beyond MTS' control, such as, sample cross-contamination, evaporation of volatile substances due to storage temperature, humidity, etc. This report does not constitute a recommendation, actual or implied, for any specific course of action. Other than the expressed warranties made in the Terms and Conditions of the MTS Test Request Form, MTS makes no warranties or representations either express or implied with respect to this report. In no circumstances whatsoever shall MTS be liable for any consequential, special or incidental damages arising out of, or in connection with, this report.

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Terms and Conditions

Modern Testing Services (Indonesia) Limited, its subsidiaries, and its affiliates (collectively, "MTS") will provide its testing services ("Services") subject to the terms and conditions herein contained ("Terms"). The Terms are the only conditions upon which MTS is prepared to deal with the Client, and they shall govern this contract to the entire exclusion of any other expressed or implied conditions. The Terms may only be modified by a variation expressed specifically in writing signed by a duly authorized representative of MTS.

1. ACCEPTANCE OF SERVICES. All orders for any Services are subject to acceptance by MTS, and a binding commitment shall not be made unless MTS accepts the order by writing or the issuance of a written test report ("Report"). The risk and property of the goods shall remain with the Client at all times. In the event that a sample is submitted with an unsigned Test Request Form ("TRF") and is accepted by MTS in writing or by the issuance of a Report, the Terms shall govern the contract to the entire exclusion of any other expressed or implied conditions. MTS' acceptance of a sample submitted with an unsigned TRF shall in no way be treated as a waiver of the Terms, and the Client agrees that any Services provided by MTS shall be subject to the Terms.

2. EMAIL TRANSMISSIONS. MTS acknowledges that the Client may request to access the ordered Reports by means of e-mail communication. If the Client requests to access its ordered Reports by e-mail transmission, the Client acknowledges that such transmissions will not be encrypted and will no longer be confidential. The Client further acknowledges that such transmissions may be intercepted by third parties and modified inadvertently. MTS disclaims any and all liability arising out of or in connection with e-mail transmissions of Reports. .

3. REPRODUCTION OF REPORTS AND PUBLICITY. Reports shall not be reproduced in full unless prior written authorization from MTS has been attained. Reports prepared by MTS are issued subject to the condition that they are not to be made public or used in connection with or for the purpose of any advertising, promotional, or publicity undertaking or material whatsoever without the prior expressed consent in writing of MTS thereto.

4. DISCLAIMER. Any testing is carried out to the best of the knowledge and capability of MTS. The Report reflects the findings of MTS at the time and place of testing and does not relieve sellers or manufacturers from their contractual liabilities or prejudice buyers' right for compensation for any apparent and/or hidden defects during the testing carried out by MTS or occurring thereafter. Any Report results are not a recommendation for any specific course of action.

It shall be the responsibility of the Client to ascertain and notify MTS of the standards with which any sample submitted must comply in any country or territory in which such sample is intended to be sold. In absence of specific instructions, MTS will adopt the test methods and standards, which in its sole and absolute discretion, are considered appropriate.

A Report issued by MTS shall refer only to the sample actually tested and shall not refer or be deemed to refer to the bulk from which such sample may be said to have been obtained. In the event that MTS is requested to survey and test any bulk quantity of samples against contract description or sample, MTS shall, in the absence of contrary written instructions, cause a random sampling of bulk for testing purposes. The Client shall notify MTS by advance notice in writing if they require a specific percentage of the bulk to be tested. In no circumstances shall MTS's responsibility extend beyond testing and reporting upon the samples actually drawn from bulk and tested by MTS and any inference to be drawn from the result of such testing shall be entirely in the discretion and the responsibility of the Client. MTS shall have no obligation to update the Reports after its issuance.

MTS will, subject to the Client's requirements, test any sample submitted to it or sampled by MTS from bulk (the quantity of the bulk from which the sample shall be taken and the sample shall be agreed between the Client and MTS) to ascertain its conformity or otherwise with contract description or sample (such contract description or sample are to be provided by the client). In no circumstances will MTS render any opinion as to the description, quantity, or the fitness of any sample for the purpose of which it is said to be intended unless in any specific case MTS is required to do so and agrees to do so in writing.

5. TURNOVER TIMES. Unless otherwise agreed in writing with the Client, any time periods specified by MTS on the face hereof for performing the Services are business estimates only and MTS will not be liable to the Client for any loss or damage whatsoever sustained by the Client, including but not limited to additional air freight charges incurred by the Client as a result of MTS' failure to comply with such times.

6. DISCLOSURE OF REPORT. In the event that any Report issued by MTS is required for use in connection with or for evidence in any Court or Arbitration proceeding by the Client, MTS will render all assistance and explanations reasonably required in connection therewith but all costs and expenses incurred by MTS in giving such assistance, including court appearance, expert testimony, or explanations shall be charged to the account of the Client.

7. RELATIONSHIP OF PARTIES. Nothing herein shall be construed to create a partnership, joint venture, or agency between the parties. Neither party has the authority to bind the other or incur any obligation on the other party's behalf.

8. WARRANTY. MTS warrants solely to the Client that the Report will be free of any material error or omission caused by the negligence of MTS or its servants or agents. Any claim for breach of such warranty shall be made in writing to MTS within sixty (60) days after the date of issuance of the Report, and the Client waives any and all claims for breach of such warranty unless a timely written claim to MTS is made within the sixty (60) day period. In the event that a timely written claim has been made by the Client, MTS, at its sole discretion, may either redo the testing to fix the deficiency without charge to the Client or refund the Client in the amount of the fee paid, free of interest.

9. INDEMNIFICATION. In the event that MTS shall suffer any loss or damage as a result of MTS and/or its servants and/or its agents carrying out or providing the Services to the Client or on goods supplied by or at the direction of the Client other than as a result of its error, negligence or willful default, then the Client shall indemnify MTS and compensate MTS for such amount of loss or damage suffered.

MTS PROVIDES REPORTS, RECOMMENDATIONS, AND ADVICE RELYING ON THE INFORMATION PROVIDED BY THE CLIENT AND ITS AFFILIATES. MTS SHALL NOT BE HELD LIABLE FOR ANY CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF SERVICES PERFORMED IN CONSIDERATION OF THE INCORRECT OR INCOMPLETE INFORMATION AND INSTRUCTIONS RECEIVED FROM THE CLIENT OR ITS AFFILIATES. IN ANY EVENT THAT MTS IS HELD LIABLE FOR ANY CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF SERVICES PERFORMED IN CONSIDERATION OF THE INCORRECT OR INCOMPLETE INFORMATION AND INSTRUCTIONS RECEIVED FROM THE CLIENT OR ITS AFFILIATES, THE CLIENT SHALL FULLY GUARANTEE AND INDEMNIFY MTS FOR ANY LOSSES, DAMAGES, OR EXPENSES SUFFERED FROM SUCH CLAIMS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES.

10. LIMITED LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MTS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A): ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, EVEN IF MTS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF MTS AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES SHALL BE LIMITED TO AN AMOUNT EQUAL TO FIVE (5) TIMES THE TESTING COST OF THE PARTICULAR SERVICE PERFORMED WHICH GIVES RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

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In the event that MTS is found liable for any loss, damage, or destruction of the goods that are subject to be tested by MTS caused by the error, negligence, or willful default or act of MTS or its servants or agents, then, in any such case, the liability of MTS shall be limited to the lesser of: (i) the invoice price of the goods or (ii) five (5) times the fee paid in relation to the Services provided by MTS, free of any interest.

11. DISPOSAL OF SAMPLES. Without prejudice to MTS's lien and other rights under Clause 14 hereof, samples not destroyed in course of testing may at the sole discretion of MTS deemed abandoned and/or destroyed at the expiration of a period of thirty (30) days from the date of the Report unless special arrangements have been made in advance with the Client in writing in regards to the disposal thereof.

12. PAYMENT. In the event that the payment terms are not established or negotiated between MTS and the Client, MTS' standard rates (which are subject to change) and all applicable taxes shall govern as the payment terms for MTS' services.

Client agrees to make prompt payment within thirty (30) days from the invoice date or within such other period as may be established by MTS as the "Due Date." In the event that the Client owes payment under any overdue invoices, MTS reserves the right to suspend all further performance of its Services and withhold the issuance of any Reports until payment of all sums owing to MTS under the aforesaid invoice(s) together with interest at the rate of 1.5% per month thereon. The Client agrees to reimburse MTS for any costs it incurs in collecting overdue payment, including but not limited to court costs and fees and attorney expenses and collection agencies. Client shall not be entitled to retain or defer payment of any sums due to MTS on account of dispute, counterclaim, or set off which it may allege against MTS.

In any event that the Client requests invoices for Services to be issued to third parties, including but not limited to, agents, vendors, and factories, the invoiced third party must meet local credit requirements for the country where the invoice is issued, which may include partial or full prepayment. Payment of invoices issued to the requested third parties shall remain the responsibility of the Client and shall be reissued to the Client in any event that the invoices remain unpaid for longer than sixty (60) days. MTS reserves the right to suspend Services and/or change payment terms to full prepayment for Clients with overdue invoices of ninety (90) days or more.

13. ARBITRATION AND CHOICE OF LAW. Any dispute, difference or claim arising out of or in connection with the Terms, or the breach, terminations or invalidity thereof if not settled between the parties shall be settled by arbitration. The parties hereto may agree to the appointment of an arbitrator or, failing agreement within fourteen (14) days after either party has given to the other a written request to concur in the appointment of an arbitration, either party may request the Hong Kong International Arbitration Centre ("HKIAC") to appoint an arbitrator. The place of arbitration shall be in Hong Kong SAR at HKIAC. There shall be only one arbitrator. The language to be used in the arbitral proceedings shall be English.

The arbitration award shall be given in writing and shall be final and binding on the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters thereto. Judgment upon the award rendered may be entered into any court having jurisdiction or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

The agreements and contracts to which these Terms apply shall be construed in accordance with and governed by the laws of Hong Kong Special Administrative Region, and for the purpose of legal proceedings, this agreement shall be deemed to have been executed in Hong Kong and to be performed there.

14. MTS' RIGHTS UNDER NON-PAYMENT. Without prejudice to all or any right MTS may have at Common Law, MTS has the following rights in the event of non-repayment or otherwise as set forth below:

- (a) MTS has a general and particular lien over all samples delivered to be tested for all claims and money owing by the client to MTS under any contract whatsoever and in any other way whatsoever.
- (b) Until the contract sums together with interest has been received, during the currency of the said lien, MTS is entitled to be paid reasonable storage charges for samples retained in MTS's custody.
- (c) In case any lien not satisfied within a reasonable time from the date upon which MTS first gave notice of the exercise of their lien to the client, the samples in its custody may be sold and the proceeds of sale may be applied to the satisfaction of every such lien and all interest, other charges and expenses in relation thereto.

15. FORCE MAJEURE. MTS shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond MTS' control including but not limited to an Act of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions of any kind, import or export regulations, strike lockout or trade dispute (whether involving its own employees or those of any other persons), difficulties in obtaining workmen, breakdown of machinery, and fire or accident. Should any such events occur, MTS may cancel or suspend the contract in question without incurring any liability whatsoever for any loss or damage thereby occasioned.

In the event that MTS is prevented by any reason whatsoever outside MTS' control from performing and completing its Services for an order made by the Client, the Client agrees to pay MTS the amount of all abortive expenditures incurred and a percentage of the agreed fee equal to the percentage of the service actually performed. In such event MTS shall be discharged from all responsibility for any and all non-performance of the ordered Services.

In the event that any unforeseeable time or costs are incurred in the course of performing its services, MTS shall be entitled to render the additional charges to the Client to reasonably reflect the extra time and costs incurred.

16. DELEGATION OF PERFORMANCE. MTS, at its discretion, shall be entitled to delegate the performance of the whole or any part of the Services contracted for with the Client to any agent or subcontractor.

17. SEVERABILITY AND ENTIRETY. These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, MTS and Client will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect. This is the entire contract between MTS and the Client regarding the Services. The Terms supersede any prior contract or oral or written statements regarding the Services.

18. WAIVER. The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

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