

Project Number: H-2016-03-22-06

Date Issued: April-25-2016

Client Contact Information

Client: SS Brewing Technologies
Address: 2372 Morse Ave. Suite 310
Irvine, CA
92614
Contact Person: XXXXXXXX
Phone: XXXXXXXX
Fax:
Email: xxxxxxxx@ssbrewtech.com

Product Information

Product Name: Stainless of Fermenter, Mash Tun, Kettle
Product Code / ISBN / SKU / Style #: -
Current Status: Final Production
Product Description:
Country of Sale: USA
Age Grade: 0 - 10 months
Re-test Status: NA
Change(s) made after the original test: Tests as per client's request.
Remark(s):

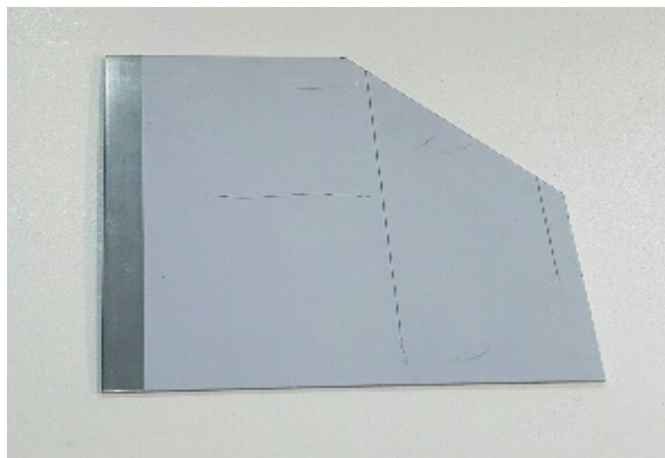
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Sample Descriptions

<u>Sample Received</u>	<u>Quantity Received</u>	<u>Date Received</u>
Stainless of Fermenter, Mash, Tun, Kettle	1	April 07, 2016

Stainless of Fermenter, Mash Tun, Kettle



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Test Results Summary

<u>Regulation</u>	<u>Result</u>	<u>Number of Tests</u>	<u>Page</u>
ASTM A666 Metal Composition Analysis *	PASS	1	5

*Test / tests were carried out at a partner laboratory with the relevant accreditation.

Authorization



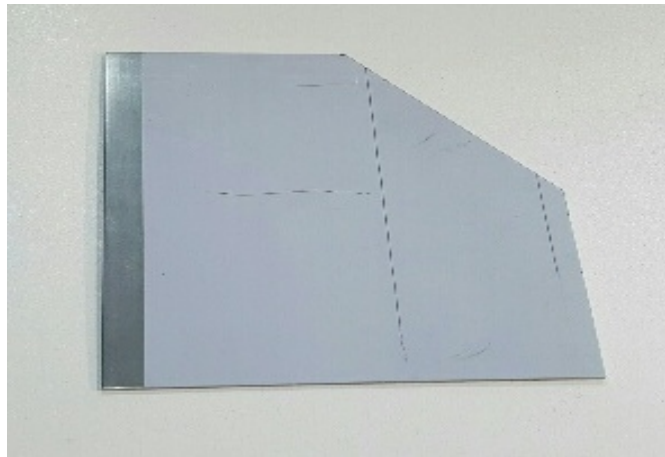
Edmund Yap
Laboratory Manager

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Component Breakdown List

<u>Component ID</u>	<u>Description</u>
AA98011	Stainless of Fermenter, Mash, Tun, Kettle



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Test Results

Metal Composition Analysis

Test Method:

GB/T 11170-2008, GB/T 20124-2006

Chemical composition has been tested by OES and the N-Analyzer.

Element	Test Result (%)							
	AA98011							
	C	Si	Mn	P	S	Ni	Cr	N
Requirement	≤0.08	≤0.75	≤2.00	≤0.045	≤0.030	8.0-10.5	18.0-20.0	≤0.10
Result	0.05	0.34	1.12	0.025	0.007	8.02	18.45	0.093

Note / Key:

The requirement is specified in ASTM A666-03 Grade (304).

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GENERAL CONDITIONS OF SERVICE

1. General

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between Insight Laboratories LLC, its affiliates or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").
- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").
- (c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorizes the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

- (d) For purposes of these General Conditions, the term "services" shall mean the services described in the quote sheet provided by the Company and signed by Client or as otherwise specified in Paragraph 2 of these General Conditions.

2. Provision of Services

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form, quote sheet or standard specification sheet of the Company;
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical and operational grounds.

- (b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

- (d) Should Client request that the Company witness any third party evaluation at another location, Client agrees that the Company's sole responsibility is to be present at the time of such third party's independent evaluation and to forward the results, or confirm the occurrence, of such evaluation. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

- (e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its analysis only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied in accordance with clause 2(a).

- (f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorizes the Company to disclose all information that Company determines in its discretion to be necessary for such performance to the agent or subcontractor.

- (g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

- (h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

- (i) All samples shall be retained for a maximum of one (1) month or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Client shall pay a storage charge at the Company's then-standard rate for storage of samples for more than one (1) month. Client shall pay a handling and freight fee if samples are returned. Special disposal charges will be paid by Client if incurred by the Company in connection with any samples.

- (j) Client shall not reproduce or publish any Report of Findings, or any portion thereof, if the name of the Company appears thereon, or is associated therewith, without the prior written consent of the Company. Any document, including, but not limited to, any Report of Findings, provided to Client by the Company and any copyright attendant thereto shall be and remain the property of the Company and the Client shall not alter, reproduce or misrepresent the contents thereof in any way, except that the Client shall be entitled to make copies of such documents for its internal use only.

3. Obligations of Client

The Client will, at Client's expense:

- (a) engage that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired commencement of the services) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply at any special equipment and personnel reasonably necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

- (a) Fees not established between the Company and Client at the time an order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes regardless of the jurisdiction in which they are incurred, shall be paid by Client.
- (b) Unless a shorter period is established in the applicable invoice, Client will promptly pay, but in no event later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company falling which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.
- (c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- (d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- (e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- (f) In the event any unforeseen problems or expenses arise in the course of carrying out the services, including, without limitation, problems or expenses resulting from changes in applicable laws or regulations or the need to conduct additional testing, the

Company shall endeavor to inform Client and obtain prior approval if the Client is required to pay additional fees to cover extra time and cost necessarily incurred to complete the services.

- (g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including, but not limited to, failure by Client to comply with any of its obligations provided for in clause 3 above and force majeure events such as acts of god, war, terrorism, and labor strikes, the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually performed.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) Failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days after notice of such failure has been delivered to Client; or
- (b) Any suspension of payment, assignment for the benefit of creditors, bankruptcy, insolvency, receivership (or any similar proceeding) or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

- (1) The Company is neither an insurer nor guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage related to the services, or any product subject to the services, should obtain appropriate insurance.
- (2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
- (4) Insight undertakes to exercise reasonable care and skill in performing the services and accepts responsibility only in cases of gross negligence as finally determined by a court of competent jurisdiction.

- (5) The total liability of the Company in respect of any claim for loss, damage or expense of any nature and however arising shall in no circumstances exceed a total aggregate sum equal to the lesser of the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000, (or, at Company's election, its equivalent in local currency).

- (6) The Company shall have no liability for any punitive, indirect or consequential damages, expenses or losses, including, without limitation, loss of profits, loss of business, loss of opportunity, loss of goodwill and costs of product recall, regardless of whether such loss is foreseeable. The Company shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client regardless of whether such loss is foreseeable.

- (7) In the event of any claim or potential claim by Client against the Company, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

- (b) ~~Indemnification:~~ Client shall guarantee, hold harmless, indemnify and defend the Company, its officers, directors, managers, employees, agents or subcontractors against all claims, suits, proceedings and investigations (actual or threatened) by any third party (including, but not limited to, governmental authorities) for loss, damage, penalties, fines, settlements, costs and expense of whatsoever nature including all legal expenses and related costs and however arising relating to the performance, purported performance or non-performance, of any services.

12. Miscellaneous

- (a) If any one or more provisions of these General Conditions are found to be void, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties hereto agree that any such provisions shall be automatically replaced with a valid and enforceable provision that will achieve, to the greatest extent possible, the purposes of such void, illegal or unenforceable provision.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not, and shall cause its employees, agents and representatives not to, directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization.

13. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New York exclusive of any rules with respect to conflict of laws and be finally settled under the Rules of Arbitration of the [] by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in New York and be conducted in the English Language. The provisions of this Section 8 shall be specifically enforceable as there is no adequate remedy at law for breach thereof.

14. Survival

The provisions of paragraphs 6, 7 and 8 shall survive the termination of the Contractual Relationship(s).