

EXPERIENCE YOU CAN REPLY ON PRODUCTS YOU CAN TRUST

No.20, Anlin 3rd St., Yanchao Dist. Kaohsiung 824, TAIWAN +81 (50) 3558 9888 www.eos-asia.com

SAMPLE REQUEST FORM

Name:			
Company:			
Address1:			
Address2:			
City:			
Country:			
E-mail:			
Phone:			
Fax:			
Please tell us abo	out your application so we	Quantity (g/ml) Requested can assist you.	
		or EOS® Product Sample Eval in incorporated by reference.	uation Privileges
Company:			
Name (Signature):		Title:	
Print Name:		Date:	



EXPERIENCE YOU CAN REPLY ON PRODUCTS YOU CAN TRUSTTM

1F., No.20, Anlin 3rd St., Yanchao Dist., Kaohsiung City 824, TAIWAN +886 (7) 616 9827 www.eos-asia.com

EOS® PRODUCT SAMPLE EVALUATION PRIVILEGES TERMS AND CONDITIONS

Sample evaluation privileges are granted to qualified customer/prospects ("Recipient") at the sole discretion of EOS ASIA Remediation. EOS ASIA Remediation reserves the right to determine whether the potential project scope and/or a specific application merit providing the Recipient evaluation samples of EOS® Product. A Purchase Order may be required for the EOS® Product sample(s).

EOS® Product samples provided exclusively for evaluating the suitability of the EOS® Product for a potential project scope or a specific application convey a reasonable expectation that proven EOS® Product suitability will result in a Purchase or Contract. Samples are not provided for "benchmarking" or other studies or for other non-purchase evaluation purposes.

The Recipient agrees that the following restrictions and limitations apply to use of EOS® Products and EOS® Product samples:

- SUITABILITY. As numerous factors affect results, EOS® Product samples are provided to the Recipient with the understanding that the Recipient will create test(s) to determine the suitability of EOS® Products for their specific purpose. EOS ASIA Remediation may present suggestions to assist in evaluating possible applications. All information and data presented to the Recipient are believed accurate and reliable and are presented without assumption of liability of EOS ASIA Remediation.
- 2. **NO WARRANTIES.** EOS ASIA Remediation expressly disclaims a warranty for the EOS® Product sample(s). The EOS® Product sample(s) and related documentation are provided "as is' without warranty or condition either expressed or implied. This includes without limitation the implied warranties or conditions of merchantability, fitness for a particular purpose or non-infringement. Complete risk arising from EOS® Product use or performance remains with the Recipient.
- 3. **CONFIDENTIALITY.** In the event that trade secrets, EOS® Product formulations or proprietary information of EOS ASIA Remediation are disclosed to the Recipient; the Recipient agrees to keep this knowledge or information confidential and the Recipient shall not disclose such confidential and/ or proprietary information to a third party(ies), person(s), corporation(s) or employee(s) of such entities without prior written permission from EOS ASIA Remediation. The Recipient further agrees not to use such knowledge or information to develop products or assist a third party(ies), person(s), corporation(s) or employee(s) of such entities others in development of products that could compete with EOS® Products or with EOS ASIA Remediation.
- 4. <u>"REVERSE ENGINEERING".</u> The Recipient agrees not to perform actions that could enable the Recipient, a third party(ies), person(s), corporation(s) or employee(s) of such entities to duplicate, reformulate or imitate the EOS® Product sample(s).
- 5. **STUDY/TEST RESULTS.** For studies or tests conducted with EOS® Product sample(s), the Recipient agrees to provide the conditions and results of such studies or tests on a timely basis [within two(2) weeks of testing] to EOS ASIA Remediation. Unless compelled by law or by court order or order of a regulated body of competent jurisdiction, the Recipient agrees not to release, distribute or publish the conditions and results of such studies or tests to a third party(ies), person(s), corporation(s) or employee(s) of such entities without prior permission of EOS ASIA Remediation.

Recipient may furnish preliminary results to their client with a copy to EOS ASIA Remediation. Recipient may publish or disseminate results to other third parties after submitting the results to EOS ASIA Remediation and allowing three (3) weeks for receipt of comments from EOS ASIA Remediation. Should EOS ASIA Remediation not respond to Recipient within three (3) weeks of Recipient's request for comment, no further action is required on the part of Recipient. After this time period (three (3) weeks), Recipient may proceed with publication or dissemination of their results.

Sample Request Form Rev. Date 12/05/2016