

SỞ CÔNG THƯƠNG BÌNH DƯƠNG

Số: VP Sở
Ngày nhận: 27/12/2024

01/BCI 27.12.2021

27/12/2021

27/12/2021

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

BẢN CÔNG BỐ HỢP QUY

Số: 3700234979 - T20210739- VNMT21032320



Tên tổ chức, cá nhân: **CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM**

Địa chỉ: Số 02, Đường số 03, Khu công nghiệp Sóng Thần I, Phường Dĩ An, Thành phố Dĩ An, Tỉnh Bình Dương

Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Áo lót nữ, mã số: 11-1831

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

Loại hình đánh giá:

- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
- Số giấy chứng nhận: VNMT21032320
- Ngày cấp giấy chứng nhận: 06/07/2021


Thông tin bổ sung:

- Căn cứ công bố hợp quy: số VNMT21032320 ngày 06/07/2021
- Phương thức đánh giá sự phù hợp: Phương thức 7 – Thử nghiệm, đánh giá lô sản phẩm, hàng hoá

Công ty TNHH Triumph International Việt Nam cam kết và chịu trách nhiệm về tính phù hợp của sản phẩm dệt may do mình sản xuất, kinh doanh, bảo quản, vận chuyển, sử dụng, khai thác.

Bình Dương, ngày 07 tháng 07 năm 2021

ĐẠI DIỆN TỔ CHỨC

 *Ngô Thị Minh Châu*

NGÔ THỊ MINH CHÂU
TRƯỞNG BỘ PHẬN HẬU CẦN

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

BẢN CÔNG BỐ HỢP QUY

Số: 3700234979 - T20210739- VNMT21032320

Tên tổ chức, cá nhân: **CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM**

Địa chỉ: Số 02, Đường số 03, Khu công nghiệp Sóng Thần I, Phường Dĩ An, Thành phố Dĩ An, Tỉnh Bình Dương

Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Áo lót nữ, mã số: 16-8670

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

Loại hình đánh giá:

- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
- Số giấy chứng nhận: VNMT21032320
- Ngày cấp giấy chứng nhận: 06/07/2021

Thông tin bổ sung:

- Căn cứ công bố hợp quy: số VNMT21032320 ngày 06/07/2021
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Bình Dương, ngày 07 tháng 07 năm 2021

DAI DIEN TỔ CHỨC
TRIUMPH INTERNATIONAL VIET NAM
NGÔ THỊ MINH CHÂU
TRƯỞNG BỘ PHẬN HẬU CẦN

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CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

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Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Áo lót nữ, mã số: 16A1126

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

Loại hình đánh giá:

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- Số giấy chứng nhận: VNMT21032320
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Bình Dương, ngày 07 tháng 07 năm 2021

ĐẠI DIỆN TỔ CHỨC
NGÔ THỊ MINH CHÂU
TRƯỞNG BỘ PHẬN HẬU CẦN

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CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

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Số: 3700234979 - T20210739- VNMT21032320

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Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Áo lót nữ, mã số: 88-277

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

Loại hình đánh giá:

- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
- Số giấy chứng nhận: VNMT21032320
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Thông tin bổ sung:

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Bình Dương, ngày 07 tháng 07 năm 2021

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Ngô Thị Minh Châu
NGÔ THỊ MINH CHÂU
TRƯỞNG BỘ PHẬN HẬU CẦN


CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM

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Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Áo lót nữ, mã số: 16-6496

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

Loại hình đánh giá:

- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
- Số giấy chứng nhận: VNMT21032320
- Ngày cấp giấy chứng nhận: 06/07/2021


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- Phương thức đánh giá sự phù hợp: Phương thức 7 – Thử nghiệm, đánh giá lô sản phẩm, hàng hoá

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Bình Dương, ngày 07 tháng 07 năm 2021

ĐẠI DIỆN TỔ CHỨC

 **NGÔ THỊ MINH CHÂU**
TRƯỞNG BỘ PHẬN HẬU CẦN

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

BẢN CÔNG BỐ HỢP QUY

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Địa chỉ: Số 02, Đường số 03, Khu công nghiệp Sóng Thần I, Phường Dĩ An, Thành phố Dĩ An, Tỉnh Bình Dương

Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Áo lót nữ, mã số: 16-8295

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

Loại hình đánh giá:

- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
- Số giấy chứng nhận: VNMT21032320
- Ngày cấp giấy chứng nhận: 06/07/2021

Thông tin bổ sung:

- Căn cứ công bố hợp quy: số VNMT21032320 ngày 06/07/2021
- Phương thức đánh giá sự phù hợp: Phương thức 7 – Thử nghiệm, đánh giá lô sản phẩm, hàng hoá

Công ty TNHH Triumph International Việt Nam cam kết và chịu trách nhiệm về tính phù hợp của sản phẩm dệt may do mình sản xuất, kinh doanh, bảo quản, vận chuyển, sử dụng, khai thác.



Bình Dương, ngày 07 tháng 07 năm 2021

ĐẠI DIỆN TỔ CHỨC

NGO THỊ MINH CHÂU

TRƯỞNG BỘ PHẬN HẬU CẦN

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

BẢN CÔNG BỐ HỢP QUY

Số: 3700234979 - T20210739- VNMT21032320

Tên tổ chức, cá nhân: **CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM**

Địa chỉ: Số 02, Đường số 03, Khu công nghiệp Sóng Thần I, Phường Dĩ An, Thành phố Dĩ An, Tỉnh Bình Dương

Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Áo lót nữ, mã số: 16-8678

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

Loại hình đánh giá:

- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
- Số giấy chứng nhận: VNMT21032320
- Ngày cấp giấy chứng nhận: 06/07/2021

Thông tin bổ sung:

- Căn cứ công bố hợp quy: số VNMT21032320 ngày 06/07/2021
- Phương thức đánh giá sự phù hợp: Phương thức 7 – Thử nghiệm, đánh giá lô sản phẩm, hàng hoá

Công ty TNHH Triumph International Việt Nam cam kết và chịu trách nhiệm về tính phù hợp của sản phẩm dệt may do mình sản xuất, kinh doanh, bảo quản, vận chuyển, sử dụng, khai thác.

Bình Dương ngày 07 tháng 07 năm 2021



ĐẠI DIỆN TỔ CHỨC

NGÔ THỊ MINH CHÂU

TRƯỞNG BỘ PHẬN HẬU CẦN

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CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

BẢN CÔNG BỐ HỢP QUY

Số: 3700234979 - T20210739- VNMT21032320

Tên tổ chức, cá nhân: **CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM**

Địa chỉ: Số 02, Đường số 03, Khu công nghiệp Sóng Thần I, Phường Dĩ An, Thành phố Dĩ An, Tỉnh Bình Dương

Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Áo lót nữ, mã số: 16-8741

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

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- Số giấy chứng nhận: VNMT21032320
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Bình Dương, ngày 07 tháng 07 năm 2021

ĐẠI DIỆN TỔ CHỨC

NGO THỊ MINH CHÂU

NGO THỊ MINH CHÂU
TRƯỞNG BỘ PHẬN HẬU CẦN



CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

BẢN CÔNG BỐ HỢP QUY

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Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Áo lót nữ, mã số: 88-339

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

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Bình Dương, ngày 07 tháng 07 năm 2021



THANH
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CƠ



CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

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Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Quần lót nữ, mã số: 87-2209

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

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- Căn cứ công bố hợp quy: số VNMT21032320 ngày 06/07/2021
- Phương thức đánh giá sự phù hợp: Phương thức 7 – Thử nghiệm, đánh giá lô sản phẩm, hàng hoá


Công ty TNHH Triumph International Việt Nam cam kết và chịu trách nhiệm về tính phù hợp của sản phẩm dệt may do mình sản xuất, kinh doanh, bảo quản, vận chuyển, sử dụng, khai thác.

Bình Dương, ngày 07 tháng 07 năm 2021

ĐẠI DIỆN TỔ CHỨC



NGÔ THỊ MINH CHÂU
TRƯỞNG BỘ PHẬN HẬU CẦN



CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

BẢN CÔNG BỐ HỢP QUY

Số: 3700234979 - T20210739- VNMT21032320

Tên tổ chức, cá nhân: **CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM**

Địa chỉ: Số 02, Đường số 03, Khu công nghiệp Sóng Thần I, Phường Dĩ An, Thành phố Dĩ An, Tỉnh Bình Dương

Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Quần lót nữ, mã số: 87-2257

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

Loại hình đánh giá:

- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
- Số giấy chứng nhận: VNMT21032320
- Ngày cấp giấy chứng nhận: 06/07/2021

Thông tin bổ sung:

- Căn cứ công bố hợp quy: số VNMT21032320 ngày 06/07/2021
- Phương thức đánh giá sự phù hợp: Phương thức 7 – Thử nghiệm, đánh giá lô sản phẩm, hàng hoá

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000234979-0, ngày 07 tháng 07 năm 2021
ĐẠI DIỆN TỔ CHỨC
NGÔ THỊ MINH CHÂU
TRƯỞNG BỘ PHẬN HẬU CẦN

VIỆT
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CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

BẢN CÔNG BỐ HỢP QUY

Số: 3700234979 - T20210739- VNMT21032320

Tên tổ chức, cá nhân: **CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM**

Địa chỉ: Số 02, Đường số 03, Khu công nghiệp Sóng Thần I, Phường Dĩ An, Thành phố Dĩ An, Tỉnh Bình Dương

Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Quần lót nữ, mã số: 74-6738

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

Loại hình đánh giá:

- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
- Số giấy chứng nhận: VNMT21032320
- Ngày cấp giấy chứng nhận: 06/07/2021

Thông tin bổ sung:

- Căn cứ công bố hợp quy: số VNMT21032320 ngày 06/07/2021
- Phương thức đánh giá sự phù hợp: Phương thức 7 – Thử nghiệm, đánh giá lô sản phẩm, hàng hoá

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CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

BẢN CÔNG BỐ HỢP QUY

Số: 3700234979 - T20210739- VNMT21032320

Tên tổ chức, cá nhân: **CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM**

Địa chỉ: Số 02, Đường số 03, Khu công nghiệp Sóng Thần I, Phường Dĩ An, Thành phố Dĩ An, Tỉnh Bình Dương

Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Quần lót nữ, mã số: 76-906

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

Loại hình đánh giá:


- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
- Số giấy chứng nhận: VNMT21032320
- Ngày cấp giấy chứng nhận: 06/07/2021

Thông tin bổ sung:

- Căn cứ công bố hợp quy: số VNMT21032320 ngày 06/07/2021
- Phương thức đánh giá sự phù hợp: Phương thức 7 – Thử nghiệm, đánh giá lô sản phẩm, hàng hoá

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Bình Dương, ngày 07 tháng 07 năm 2021

**ĐẠI DIỆN TỔ CHỨC**
Ngô Thị Minh Châu
NGÔ THỊ MINH CHÂU
TRƯỞNG BỘ PHẬN HẬU CẦN

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

BẢN CÔNG BỐ HỢP QUY

Số: 3700234979 - T20210739- VNMT21032320

Tên tổ chức, cá nhân: **CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM**

Địa chỉ: Số 02, Đường số 03, Khu công nghiệp Sóng Thần I, Phường Dĩ An, Thành phố Dĩ An, Tỉnh Bình Dương

Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may: Quần lót nữ, mã số: 74-5930

Phù hợp với quy chuẩn kỹ thuật (số hiệu, ký hiệu, tên gọi):

QCVN 01:2017/BCT - Quy chuẩn kỹ thuật Quốc gia về mức giới hạn hàm lượng formaldehyt và amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may

Loại hình đánh giá:

- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
- Số giấy chứng nhận: VNMT21032320
- Ngày cấp giấy chứng nhận: 06/07/2021

Thông tin bổ sung:

- Căn cứ công bố hợp quy: số VNMT21032320 ngày 06/07/2021
- Phương thức đánh giá sự phù hợp: Phương thức 7 – Thử nghiệm, đánh giá lô sản phẩm, hàng hoá


Công ty TNHH Triumph International Việt Nam cam kết và chịu trách nhiệm về tính phù hợp của sản phẩm dệt may do mình sản xuất, kinh doanh, bảo quản, vận chuyển, sử dụng, khai thác.

Bình Dương, ngày 07 tháng 07 năm 2021

ĐẠI DIỆN TỔ CHỨC

Ngô Thị Minh Châu

NGÔ THỊ MINH CHÂU
TRƯỞNG BỘ PHẬN HẬU CẦN



GIẤY CHỨNG NHẬN

SỐ CHỨNG NHẬN: VNMT21032320

Chứng nhận lô hàng hóa:

SẢN PHẨM DỆT MAY

Chi tiết thông tin lô hàng tại phụ lục giấy chứng nhận:

SỞ CÔNG THƯƠNG BÌNH DƯƠNG
Số:..... VP Sở
Ngày nhận: 27/12/2021
Ngày trả: 20.....

Mẫu dấu hợp quy



Số lượng: 14566 Cái

Xuất xứ: Việt Nam

Theo tờ khai hải quan số: -

Ngày: -

Nhập khẩu bởi/Sản
xuất bởi

CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM

SỐ 2 ĐƯỜNG SỐ 3, KHU CÔNG NGHIỆP SÓNG THẦN 1, PHƯỜNG DĨ AN, THỊ XÃ DĨ AN, TỈNH BÌNH DƯƠNG

PHÙ HỢP VỚI QUY CHUẨN KỸ THUẬT QUỐC GIA:

QCVN 01/2017/BCT

VÀ ĐƯỢC PHÉP SỬ DỤNG DẤU HỢP QUY (CR)

PHƯƠNG THỨC CHỨNG NHẬN: PHƯƠNG THỨC 7

(Theo Thông tư số 28/2012/TT-BKHCN ngày 12/12/2012 và Thông tư số 02/2017/TT-BKHCN ngày 31 tháng 3 năm 2017 của Bộ Khoa Học Công Nghệ; Thông tư số 21/2017/TT-BCT ngày 23 tháng 10 năm 2017 và Thông tư số 20/2018/TT-BCT ngày 15 tháng 8 năm 2018 của Bộ Công Thương)

Ngày cấp chứng nhận: 06/07/2021



LÊ THỊ HỒ PHƯƠNG

GIÁM ĐỐC CHỨNG NHẬN



Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (**Report(s)**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the relationship with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all applicable standards, product, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
- (c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples and related documents. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- (e) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces and cables;
- (f) to provide instructions and feedback to Intertek in a timely manner;
- (g) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (h) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (i) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (j) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
- (k) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certificate;
- (l) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (m) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (n) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (o) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the performance of the Services.
- 4.2 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (**Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek may be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount at the rate of 3% per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliates, companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for its own internal purposes only.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall ensure all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
- (b) not disclose that Confidential Information for the purpose of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:

- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 Provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) any other circumstances such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 In the event where performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any applicable laws, regulations, rules or orders of any governmental or judicial authority;
- (b) claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors or sub-contractors;
- (c) any breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.

- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.

- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- Severability**
- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.

No partnership or agency

- 16.2 Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.

Waivers

- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.

- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

Third Party Rights

- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

Further Assurance

- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

PHỤ LỤC PHẠM VI CHỨNG NHẬN

BAN HÀNH KÈM THEO GIẤY CHỨNG NHẬN SỐ: VNMT21032320

Chứng từ	Số	Ngày ban hành
Tờ khai nhập khẩu	-	-
Vận đơn	-	-
Hóa đơn (Invoice)	-	-
Hợp đồng	-	-
Lô hàng	T20210739	-

THÔNG TIN CHI TIẾT LÔ HÀNG:

Số TT	Tên Sản Phẩm Dệt May	Mã Sản Phẩm (Ký Hiệu, Kiểu Loại)	Nhãn Hiệu	Xuất Xứ	Màu Sắc	Chất Liệu (Thành Phần Sợi)	Số Lượng (Cái)	Kích Thước (Size)	Nhóm Sản Phẩm
1	Aó lót nữ Shape Smart P	11-1831	TRIUMPH	Việt Nam	PS,MS	62%polyamide, 27%elastane 6%viscose 5%polyester	850	M,L	2
2	Aó lót nữ Natural Elegance Smooth WHP	16-8670	TRIUMPH	Việt Nam	04	52%polyamide 28%polyester 20%elastane	1628	B75,B80,B85 C75,C80,C85	2
3	Aó lót nữ SLOGGI WHP	16A1126	SLOGGI	Việt Nam	EP	90%polyester 10%elastane	980	B75,B80,A75	2
4	Aó lót nữ sloggi ZERO Feel N Top AX	88-277	SLOGGI	Việt Nam	HC,04,E Z	56%polyamide 31%elastane 13%polyester	315	M,L	2
5	Aó lót nữ sloggi Zero WHU	16-6496	SLOGGI	Việt Nam	EP	65%polyamide 35%elastane	1188	A75,A80,B75, B80	2
6	Aó lót nữ Comfort Touch WHP	16-8295	TRIUMPH	Việt Nam	EP	75%polyamide 25%elastane	1754	B75,B80,B85 C75,C80,C85	2
7	Aó lót nữ Florale Begonia WHU	16-8678	TRIUMPH	Việt Nam	PW	52%polyester 39%polyamide 7%elastane 2%cotton	160	B75,B80,C80	2
8	Aó lót nữ Natural Edelweiss WP	16-8741	TRIUMPH	Việt Nam	CO,L2	56%polyamide 24%polyester 12%elastane 8%cotton	400	C80,C85	2
9	Aó lót nữ sloggi GO Allround Lace Top AX	88-339	SLOGGI	Việt Nam	03,04,2 0	34%modal 24%elastane 24%polyester 18%polyamide	698	ONE	2

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Intertek Vietnam Ltd.

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Ho Chi Minh office: 5th, 6th, 7th floor, Hall D, S.O.H.O Biz Building, 38 Huynh Lan Khanh Street, Ward 2, Tan Binh District, Ho Chi Minh City, Vietnam. (Note: Floor in the evaluator mentioned 6,8,9).

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TEX-CER-FORM-004-V3/PT7



Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Request for Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal which Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the instructions of the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect or imply any warranty or guarantee as to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
- (c) that any information, samples or other related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples and the Client shall be liable to Intertek for the cost of disposal;
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services with minimum impact on the Client's operations;
- (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to, the following:
- (i) to provide instructions and feedback to Intertek in a timely manner;
- (ii) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (iii) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (iv) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (v) to inform Intertek in advance of any applicable restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/ imported to or from a country that is restricted or banned from such transaction;
- (vi) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
- (vii) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (viii) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in its entirety;
- (ix) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (x) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the Services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the **Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount calculated from the date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliates, companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall provide all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information; and
- (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligation under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its use or disclosure;
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lighting; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Notwithstanding anything to the contrary in this Agreement, Intertek shall not be liable for any claim within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law or regulatory requirement or with any order of any governmental or judicial authority;
- (b) any claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors or sub-contractors;
- (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by a third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- Severability**
- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- Partnership or agency**
- 16.2 Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- Waivers**
- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- Whole Agreement**
- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- Third Party Rights**
- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- Further Assurance**
- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

10	Quần lót nữ sloggi S Smooth LR Cheeky AX	87-2209	SLOGGI	Việt Nam	B8,HH	80%polyamide 20%elastane	248	M,L	2
11	Quần lót nữ Natural Edelweiss Hipster	87-2257	TRIUMPH	Việt Nam	L2	86%polyamide 14%elastane	199	M,L,EL	2
12	Quần lót nữ Florale Begonia Midi	74-6738	TRIUMPH	Việt Nam	PW,04	37%polyester 31%modal 21%polyamide 11%elastane	259	M,L,EL	2
13	Quần lót nữ Blissy 09 Mini	76-906	TRIUMPH	Việt Nam	GT,WM	100%polyamide	5539	M,L	2
14	Quần lót nữ Maximizer 819 Midi	74-5930	TRIUMPH	Việt Nam	HQ	80%polyamide 20%elastane	348	M,L,EL	2

ORIGINAL



Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated herein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (i) is disclosed pursuant to, or in the course of, the provision of Services pursuant to this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise however and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, however disclosed, which would reasonably be considered to be confidential by the receiving party.
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights however existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party; this warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
- (c) that any information, samples and/or related documents (including but not limited to any information, samples or other related documents) it provides to Intertek (including its agents, sub-contractors and employees) is, true, accurate, representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's expense;
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided to the Client by Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing and that the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
- (d) to provide instructions and feedback to Intertek in a timely manner;
- (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (h) to inform Intertek in advance of any applicable laws, regulations or restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/ imported to or from a country that is restricted or banned from such transaction;
- (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the materiality of the certificate;
- (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the Charges).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount at the rate of 3% per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from other party to the other.
- 6.2 Any use by the Client (or the Client's affiliates and companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or any other material for its own internal purposes only.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall reserve all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the Receiving Party) obtains Confidential Information of the other party (the Disclosing Party) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information; use that Confidential Information only for the purposes of performing its obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:

- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that station of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) whether decided or not, civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) failures of utilities companies as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to provide Services Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 In the event of a claim by a party against Intertek (always subject to the provisions of this Clause 10) made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
- (b) claims or suits for actual damages, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
- (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- Severability**
- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if the Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.

No partnership or agency

- 16.2 In no event shall this Agreement or any action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.

Waivers

- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.

- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

Third Party Rights

- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

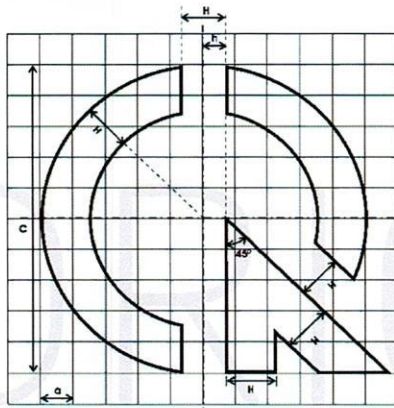
Further Assurance

- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

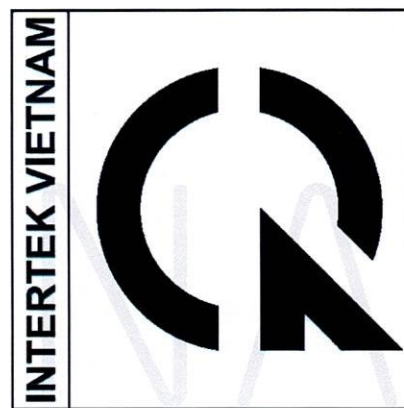
THỎA THUẬN SỬ DỤNG HỢP QUY

1. Trách nhiệm và quyền hạn của Intertek Việt Nam:

- Cung cấp mã số chứng nhận lô hàng hóa sản phẩm dệt may: VNMT21032320
- Intertek Việt Nam sẽ cấp 02 bản chính, “Quyết định cấp chứng nhận hợp quy”, “Giấy chứng nhận hợp quy” và phụ lục phạm vi chứng nhận đối với các sản phẩm phù hợp QCVN 01/2017/BCT.
- Intertek Việt Nam sẽ cung cấp bản thiết kế mẫu “Dấu hợp quy” của Intertek Việt Nam cho quý Doanh nghiệp tự in và dán trên sản phẩm của Doanh nghiệp được Intertek Việt Nam chứng nhận phù hợp **QCVN 01:2017-BCT** (Phụ lục phạm vi chứng nhận).



Chú thích: $H = 1,5 a$



$h = 0,5 H$

$C = 7,5 H$

Hình dạng, kích thước cơ bản của dấu hợp quy “CR”

- Khi Intertek Việt Nam phát hiện Doanh nghiệp vi phạm về sử dụng Giấy chứng nhận và dấu hợp quy trái với qui định. Intertek Việt Nam có quyền thu hồi Giấy chứng nhận và dấu hợp quy của Doanh nghiệp và Doanh nghiệp phải dừng ngay việc sử dụng giấy chứng nhận và dấu hợp quy dưới mọi hình thức (quảng cáo, in/dán trên sản phẩm,...).

2. Trách nhiệm và quyền hạn của Doanh nghiệp

- Tự in và dán dấu hợp quy trực tiếp trên sản phẩm/ hàng hóa hoặc trên bao bì, nhãn gắn trên sản phẩm/ hàng hóa được chứng nhận.
- Dấu hợp quy có thể phóng to, thu nhỏ theo mục đích sử dụng nhưng không được phép tự ý chỉnh sửa bản thiết kế dấu hợp quy của Intertek Việt Nam
- Dấu chứng nhận phải đảm bảo không dễ tẩy xóa, không thể bóc ra gắn lại và phải ở vị trí dễ đọc, dễ thấy.



Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client;
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the instructions of the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily relate to, or involve, any product, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
- (c) that any information, samples and/or related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples at its own expense;
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services without delay or interruption;
- (c) to provide instructions and feedback to Intertek in a timely manner;
- (d) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (e) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (f) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (g) to inform Intertek in advance of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
- (h) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
- (i) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (j) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (k) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression of the Services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the Charges).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek shall be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount of the invoice from the due date to the date of receipt of the amount in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, documents, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, documents, graphs, charts, photographs or any other material for its own internal purposes only.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall reserve all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the Receiving Party) obtains Confidential Information of the other party (the Disclosing Party) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
- (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:

- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that the person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires; strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (b) measures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A Force Majeure performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any applicable law, regulation or order of any governmental or judicial authority;
- (b) any claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors or sub-contractors;
- (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by a third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- Severability**
- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if the Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- No partnership or agency**
- 16.2 Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- Waivers**
- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- Whole Agreement**
- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- Third Party Rights**
- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- Further Assurance**
- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

- Được phép sử dụng trong các công văn giao dịch, tài liệu kỹ thuật, tài liệu quảng cáo, tài liệu đào tạo, name-card, hồ sơ đấu thầu, chứng từ và các tài liệu tiếp thị liên quan đến sản phẩm được chứng nhận
- Được phép sử dụng trong các chương trình quảng cáo, quảng bá trên phương tiện thông tin đại chúng như phát thanh, truyền hình, báo chí cho các sản phẩm được chứng nhận.
- Được phép sử dụng trên các phương tiện giao thông, vận tải, các bảng quảng cáo công cộng cho các sản phẩm được chứng nhận.

Ghi chú: Không được sử dụng giấy chứng nhận hợp quy và dấu hợp quy trong các điều kiện sau:

- Doanh nghiệp sử dụng theo cách có thể gây nhầm lẫn, có thể dẫn đến gây hiểu nhầm, sai lệch gây ảnh hưởng tới uy tín cho Intertek Việt Nam.
- Doanh nghiệp sử dụng khi đã hết hiệu lực chứng nhận hoặc không tuân thủ các yêu cầu về chứng nhận;

Chuyển nhượng Giấy chứng nhận hợp quy và dấu hợp quy cho một cơ sở hay một pháp nhân khác.

- Doanh nghiệp sử dụng trên các sản phẩm hoặc trong các tài liệu quảng cáo, giới thiệu cho các sản phẩm mà không trong phạm vi được chứng nhận.

3. Điều khoản chung:

- Thỏa thuận này đính kèm với "Giấy chứng nhận hợp quy"
- Thỏa thuận này là cơ sở để xử lý vi phạm.





Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of, the provision of Services pursuant to this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing;
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Intertek Proposal; any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notices and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (**Report(s)**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party that shall not apply to the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
- (c) that any information, samples and related documents (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at its own expense, and without liability to the Client;
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided to the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to give instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing and the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
- (d) to provide instructions and feedback to Intertek in a timely manner;
- (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (h) to inform Intertek in advance of any applicable restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
- (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the certificate and to comply with relevant legislation and regulation in relation to the Services;
- (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the **Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and materials basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount at the rate of 3% per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information; use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:

- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) whether declared or not, civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) endeavour to provide the Services Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
- (b) any claims or suits for personal injury, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors or sub-contractors;
- (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (other than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid provision or provisions. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.

No partnership or agency

- 16.2 Nothing in this Agreement or any action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.

Waivers

- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

Third Party Rights

- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

Further Assurance

- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

QUYẾT ĐỊNH CẤP CHỨNG NHẬN HỢP QUY

CHO SẢN PHẨM DỆT MAY THEO QUY CHUẨN KỸ THUẬT QUỐC GIA

QCVN 01/2017/BCT

Ngày: 06/07/2021

CÔNG TY ĐĂNG KÝ CHỨNG NHẬN:

CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM

Căn cứ theo hồ sơ chứng nhận:

Tên tài liệu\ hồ sơ	Ngày ban hành	Ghi chú
<input checked="" type="checkbox"/> Báo cáo thử nghiệm	06/07/2021	VNMT21032320
<input checked="" type="checkbox"/> Phiếu xem xét đánh giá hồ sơ chứng nhận sản phẩm Thẩm định cấp chứng nhận	06/07/2021	VNMT21032320
<input checked="" type="checkbox"/> Đơn đăng ký chứng nhận	01/07/2021	631
<input checked="" type="checkbox"/> Hồ sơ lô hàng: theo số vận đơn	-	-
<input checked="" type="checkbox"/> Dấu chứng nhận CR (định dạng .pdf)	08/02/2018	Tài liệu Intertek Vietnam
<input checked="" type="checkbox"/> Hướng dẫn sử dụng dấu CR (TEX-CER-WI-001)	08/02/2018	
<input checked="" type="checkbox"/> Bảng chứng nhận	06/07/2021	VNMT21032320
<input checked="" type="checkbox"/> Danh mục sản phẩm phù hợp QCVN 01/2017/BCT (Phụ lục giấy chứng nhận)	06/07/2021	VNMT21032320

KẾT QUẢ: CĂN CỨ HỒ SƠ ĐĂNG KÝ CHỨNG NHẬN, KẾT QUẢ HỒ SƠ CHỨNG NHẬN ĐÍNH KÈM, THAY MẶT INTERTEK VIỆT NAM, QUYẾT ĐỊNH SẢN PHẨM DỆT MAY:

HỢP QUY

THEO QUY CHUẨN KỸ THUẬT QUỐC GIA QCVN01/2017/BCT

Ghi chú: Xem chi tiết trong danh mục sản phẩm phù hợp với QCVN để thấy thông tin chi tiết sản phẩm nào được chứng nhận hợp quy.



LÊ THỊ HỒ PHƯƠNG
GIÁM ĐỐC CHỨNG NHẬN

Intertek Vietnam Ltd.

Ha Noi office: 3rd, 4th Floor, Au Viet Building, No. 01 Le Duc Tho Street, Mai Dich Ward, Cau Giay District, Hanoi, Vietnam.
Ho Chi Minh office: 5th, 6th, 7th floor, Hall D, S.O.H.O Biz Building, 38 Huynh Lan Khanh Street, Ward 2, Tan Binh District, Ho Chi Minh City, Vietnam. (Note: Floor in the evaluator mentioned 6,8,9).

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Fax: (84-28) 62971098
www.intertek.com



TEX-CER-FORM-003-V2



Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
 - (b) **Charges** shall have the meaning given in Clause 5.1;
 - (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise however and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, however disclosed, which would reasonably be considered to be confidential by the receiving party;
 - (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights whatsoever existing;
 - (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
 - (f) **Services** means the services set out in any relevant Request for Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
 - (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
 - 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Request for Proposal and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work set out in the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily relate to standards which may apply to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
 - (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
 - (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
 - (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party; this warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
 - (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
 - (c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate, representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
 - (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples at the Client's cost and without liability to Intertek;
 - (e) that any information, samples or other related documents (including without limitation certificates and reports) provided to the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
 - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
 - (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting plugs, fuse-links etc;
 - (d) to provide instructions and feedback to Intertek in a timely manner;
 - (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
 - (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
 - (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
 - (h) to inform Intertek in advance of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
 - (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
 - (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
 - (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
 - (l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
 - (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the Services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the Charges).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek in accordance with any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount at the rate of 3% per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliates or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, documents, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, documents, graphs, charts, photographs or any other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall reserve all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the Receiving Party) obtains Confidential Information of the other party (the Disclosing Party) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clause 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
 - (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
 - (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:

- (a) to any legal advisers and statutory auditors that it has engaged for itself;
 - (b) to any regulator having regulatory or supervisory authority over its business;
 - (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
 - (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
 - (b) is or becomes public knowledge other than by breach of this Clause 7;
 - (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) whether decided or not, civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
 - (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning, explosions and fires;
 - (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
 - (d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 Where performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
 - (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
 - (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
 - (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement shall be limited to the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
 - (d) loss of or damage to goodwill or reputation;
 - (e) loss of anticipated savings;
 - (f) cost or expenses incurred in relation to making a product recall;
 - (g) loss of use or corruption of software, data or information; or
 - (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 In the event of a claim by a party against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or other governmental or judicial authority;
 - (b) any claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors or sub-contractors;
 - (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
 - (d) any claims made by any third party for loss, damage or expense of whatsoever nature and however arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
 - (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
 - (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
 - (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
 - (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of this Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if the Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 Nothing in this Agreement shall prevent any action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.8 **Third Party Rights**
A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.9 **Further Assurance**
Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

BÁO CÁO THỬ NGHIỆM

SỐ: VNMT21032320

Khách hàng : **CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM**
SỐ 2 ĐƯỜNG SỐ 3, KHU CÔNG NGHIỆP SÓNG THẦN 1, PHƯỜNG
DĨ AN, THỊ XÃ DĨ AN, TỈNH BÌNH DƯƠNG

Căn cứ vào (các) mẫu đại diện/ điển hình được cung cấp và xác định trên cơ sở của lô/ loại Sản Phẩm Dệt May như sau:

Mô tả mẫu thử nghiệm : (A) Áo lót nữ Shape Smart P
(B) Áo lót nữ Natural Elegance Smooth WHP
(C) Áo lót nữ Comfort Touch WHP
(D) Áo lót nữ Natural Edelweiss WP
(E) Áo lót nữ sloggi GO Allround Lace Top AX
(F) Quần lót nữ Florale Begonia Midi
(G) Quần lót nữ Bliss 09 Mini
(H) Quần lót nữ Maximizer 819 Midi

Kiểu/Loại : (A) 11-1831, (B) 16-8670, (C) 16-8295, (D) 16-8741, (E) 88-339, (F) 74-6738,
(G) 76-906, (H) 74-5930

Độ tuổi sử dụng : Nhóm 2

Nhà sản xuất/ Xuất xứ : Việt Nam

Ngày nhận mẫu : 02/07/2021

Ngày bắt đầu thử nghiệm : 02/07/2021

Thử nghiệm thực hiện: Theo Quy Chuẩn Kỹ Thuật Quốc Gia về mức giới hạn hàm lượng formaldehyt và các amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may (QCVN01/2017/BCT) vui lòng xem kết quả thử nghiệm sau đây.

KẾT LUẬN:

Kết quả thử nghiệm (các) mẫu đại diện/ điển hình được cung cấp và xác định trên cơ sở của lô/ loại Sản Phẩm Dệt May PHÙ HỢP Theo Quy Chuẩn Kỹ Thuật Quốc Gia về mức giới hạn hàm lượng formaldehyt và các amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may (QCVN 01/ 2017/BCT)

Thẩm định & Phê duyệt:
Thay mặt INTERTEK VIETNAM LTD.



LÊ THỊ HỒ PHƯƠNG
GIÁM ĐỐC CHỨNG NHẬN





Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of, the provision of Services pursuant to this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party; this warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTY AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
- (c) that any information, samples and/or related documents (if any or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate, representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, and/or to use the samples for any purpose, including but not limited to the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- (e) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
- (f) to provide instructions and feedback to Intertek in a timely manner;
- (g) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (h) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (i) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (j) to inform Intertek in advance of any applicable regulatory or other restrictions that may apply to the Services to be provided, including any instances where any product, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
- (k) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
- (l) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (m) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (n) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (o) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the Charges).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount, calculated from the due date until the date of payment at the rate of 3% per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, documents, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees that Intertek retains all and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the Receiving Party) obtains Confidential Information of the other party (the Disclosing Party) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
- (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7;
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given notice of the disclosure to the Disclosing Party and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) sub-contraction declared or not, civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) any of the usual circumstances such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to render the Services to the extent unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
- (b) any claims or suits for property damage, economic loss, and loss of or damage to Intellectual Property Rights belonging to the Client or for any damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
- (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek;
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) is wound up or liquidated (other than for the purposes of a solvent amalgamation or reconstruction) or an embargement takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.

No partnership or agency

- 16.2 Nothing in this Agreement or any action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.

Waivers

- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to make a waiver or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.

- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract, or other assurance.

Third Party Rights

- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

Further Assurance

- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

BÁO CÁO THỬ NGHIỆM

SỐ: VNMT21032320

Kết quả thử nghiệm

Mẫu thử nghiệm	Tiêu chuẩn	Kết quả
(A), (B), (C), (D), (E), (F), (G), (H)	ISO 14184-1: 2011: Textiles – Determination of formaldehyde – Part 1: Free and hydrolyzed formaldehyde (water extraction method)	ĐẠT
(A), (B), (C), (D), (E), (F), (G), (H)	EN 14362-1:2012: Vật liệu dệt – Phương pháp xác định các amin thơm chuyển hóa từ các chất màu azo – Phần 1: Phát hiện việc sử dụng các chất màu azo bằng cách chiết và không cần chiết xơ	ĐẠT
(A), (B), (C), (D), (E), (F), (G), (H)	EN 14362-3:2012: Vật liệu dệt – Phương pháp xác định các amin thơm chuyển hóa từ các chất màu azo – Phần 3: Phát hiện việc sử dụng một số chất màu azo có thể giải phóng ra 4-aminoazobenzen	ĐẠT

Thử nghiệm thực hiện

- 1. Thử nghiệm hàm lượng Formaldehyt trong sản phẩm dệt may**
Theo ISO 14184-1:2011– Vật Liệu Dệt – Xác định Formaldehyt – Phần 1

TT	Mẫu thử nghiệm	Kết quả (mg/kg)	Giới hạn max (mg/kg)
1	(A) Áo lót nữ Shape Smart P-11-1831	<5	75
2	(B) Áo lót nữ Natural Elegance Smooth WHP-16-8670	<5	75
3	(C) Áo lót nữ Comfort Touch WHP-16-8295	<5	75
4	(D) Áo lót nữ Natural Edelweiss WP-16-8741	<5	75
5	(E) Áo lót nữ sloggi GO Allround Lace Top AX-88-339	<5	75
6	(F) Quần lót nữ Florale Begonia Midi-74-6738	<5	75
7	(G) Quần lót nữ Blissly 09 Mini-76-906	<5	75
8	(H) Quần lót nữ Maximizer 819 Midi- 74-5930	<5	75





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- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of providing the Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise however and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, however disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights however existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
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- 1.2 The headings in this Agreement do not affect its interpretation.

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- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates, other material prepared by Intertek in the course of providing the Services to the Client together with status summaries or any other communication in any form describing the results of any work or services performed (**Report(s)**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably to deliver such Report to the applicable third party. For the purposes of this clause an obligation set out in the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not be limited by the fact that infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranty, express or implied. All other warranties, conditions and other terms implied by statute or common law (not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
- (c) that the information, samples and related documents (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided to the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to give instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may be damaged or be destroyed in the course of testing and Intertek shall not be responsible for the process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
- (d) to provide instructions and feedback to Intertek in a timely manner;
- (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (h) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any product, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
- (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
- (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (l) no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the **Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount, calculated from the due date of the invoice to the date of payment in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees that Intertek retains all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, (subject to Clauses 7.2 to 7.4):
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
- (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:

- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to protect the Services and the Confidential Information that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors;
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
- (b) any claims or suits by any third party for loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights or other intangible assets;
- (c) Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors or sub-contractors;
- (d) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (e) any claims or suits by any third party for loss, damage or expense of whatsoever nature and however arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (f) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights of the Client or any third party for whom the Client has provided the Reports based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) either party on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or a company goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 **No partnership or agency**
- 16.2.1 Intertek and the Client do not act in relation to this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.

16.3 Waivers

- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

16.5 Whole Agreement

- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, for this reason, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

16.8 Third Party Rights

- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

16.9 Further Assurance

- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

BÁO CÁO THỬ NGHIỆM

SỐ: VNMT21032320

2. Thử nghiệm hàm lượng amin thơm chuyển hóa từ thuốc nhuộm azo trong sản phẩm dệt may
Theo EN 14362-1: 2012
Theo EN 14362-3: 2012

Mẫu thử nghiệm: (A) Áo lót nữ Shape Smart P-11-1831
Phương pháp chiết bằng dung dịch đậm và dung dịch đậm

TT	Danh mục hóa chất	Số CAS	Giới hạn	Kết quả (mg/kg)
1.	Biphenyl-4-ylamin/ 4-aminobiphenyl xenylamin	92-67-1	30	<5
2.	Benzidin	92-87-5	30	<5
3.	4-clo-o-toluidin	95-69-2	30	<5
4.	2-naphtylamin	91-59-8	30	<5
5.	o-aminoazotoluen/ 4-amino-2',3'-dimetylazobenzen/ 4-o-tolylazo-o-toluidin	97-56-3	30	<5
6.	5-Nitro-o-toluidin	99-55-8	30	<5
7.	4-cloanilin	106-47-8	30	<5
8.	4-metoxi-m-phenylendiamin	615-05-4	30	<5
9.	4,4'-diaminobiphenylmetan/ 4,4'-metylendianilin	101-77-9	30	<5
10.	3,3'-diclobenzidin/ 3,3'-diclobiphenyl-4,4'-ylendiamin	91-94-1	30	<5
11.	3,3'-dimetoxibenzidin/ o-dianisidin	119-90-4	30	<5
12.	3,3'-dimetylbenzidin/4 ,4'-bi-o-toluidin	119-93-7	30	<5
13.	4,4'-metylendi-o-toluidin	838-88-0	30	<5
14.	6-metoxi-m-toluidin/ p-cresidin	120-71-8	30	<5
15.	4,4'-metylen-bis-(2-clo-anilin)	101-14-4	30	<5
16.	4,4'-oxydianilin	101-80-4	30	<5
17.	4,4'-thiodianilin	139-65-1	30	<5
18.	o-toluidin/ 2-aminotoluen	95-53-4	30	<5
19.	4-metyl-m-phenylendiamin	95-80-7	30	<5
20.	2,4,5-trimetylanilin	137-17-7	30	<5
21.	o-anisidin/ 2-metoxyanilin	90-04-0	30	<5
22.	4-aminoazobenzen	60-09-3	30	<5



Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of, the provision of Services pursuant to this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise however and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, however disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights however existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek should be deemed authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to products, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party; and
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
- (c) that any information, samples and related documents (including its agents, sub-contractors and employees) is, true, accurate, representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples and/or related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement;
- (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
- (d) to provide instructions and feedback to Intertek in a timely manner;
- (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (h) to inform Intertek in advance of any applicable laws, regulations or other legal restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
- (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certificate;
- (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be deemed to be in breach of this Agreement if the Client fails to comply with its obligations set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the Charges).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on only the basis of the Client's prior written approval.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount calculated at the rate of the invoice by the date of receipt of the amount in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliates, companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graph, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall have no obligations or responsibilities with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the Receiving Party) obtains Confidential Information of the other party (the Disclosing Party) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
- (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given to its director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) loss of or damage to companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party's performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible;
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect or consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 In the event of termination of the Agreement for any of its obligations set out in Clause 4 above, the Client becomes aware of any circumstances giving rise to any such claim, Intertek must be given notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any applicable laws, regulations or orders of any governmental or judicial authority;
- (b) claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors or sub-contractors;
- (c) any claims or suits for breach of contract by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by any third party for loss, damage or expense of whatsoever nature and however arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits for breach of contract by the Client of any of its obligations set out in Clause 4 above;
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client agrees that Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.

- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.

- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect the provisions of this Agreement which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 Nothing in this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.

17. Waivers

- 17.1 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 17.2 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

18. Whole Agreement

- 18.1 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 18.2 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

- 18.3 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

19. Third Party Rights

- 19.1 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

20. Further Assurance

- 20.1 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

BÁO CÁO THỬ NGHIỆM

SỐ: VNMT21032320

Mẫu thử nghiệm: (B) Áo lót nữ Natural Elegance Smooth WHP-16-8670

Phương pháp chiết bằng Chlorobenzene và dung dịch đệm

TT	Danh mục hóa chất	Số CAS	Giới hạn	Kết quả (mg/kg)
1.	Biphenyl-4-ylamin/ 4-aminobiphenyl xenylamin	92-67-1	30	<5
2.	Benzidin	92-87-5	30	<5
3.	4-clo-o-toluidin	95-69-2	30	<5
4.	2-naphtylamin	91-59-8	30	<5
5.	o-aminoazotoluen/ 4-amino-2',3'-dimethylazobenzen/ 4-o-tolylazo-o-toluidin	97-56-3	30	<5
6.	5-Nitro-o-toluidin	99-55-8	30	<5
7.	4-cloanilin	106-47-8	30	<5
8.	4-metoxi-m-phenylendiamin	615-05-4	30	<5
9.	4,4'-diaminobiphenylmetan/ 4,4'-metylendianilin	101-77-9	30	<5
10.	3,3'-diclobenzidin/ 3,3'-diclobiphenyl-4,4'-ylendiamin	91-94-1	30	<5
11.	3,3'-dimetoxibenzidin/ o-dianisidin	119-90-4	30	<5
12.	3,3'-dimethylbenzidin/4,4'-bi-o-toluidin	119-93-7	30	<5
13.	4,4'-metylendi-o-toluidin	838-88-0	30	<5
14.	6-metoxi-m-toluidin/ p-cresidin	120-71-8	30	<5
15.	4,4'-metylen-bis-(2-clo-anilin)	101-14-4	30	<5
16.	4,4'-oxydianilin	101-80-4	30	<5
17.	4,4'-thiodianilin	139-65-1	30	<5
18.	o-toluidin/ 2-aminotoluen	95-53-4	30	<5
19.	4-metyl-m-phenylendiamin	95-80-7	30	<5
20.	2,4,5-trimetylanilin	137-17-7	30	<5
21.	o-anisidin/ 2-metoxyanilin	90-04-0	30	<5
22.	4-aminoazobenzen	60-09-3	30	<5





Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise however and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, however disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights whatsoever existing;
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Request for Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily relate to, or mandate, any application to product, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party; this warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
- (c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate, representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples and the Client acknowledges that Intertek shall not be liable for any such destruction;
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pliers, fuse-links etc;
- (d) to provide instructions and feedback to Intertek in a timely manner;
- (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (h) to inform Intertek in advance of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/ imported to or from a country that is restricted or banned from such transaction;
- (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate that may have an impact on the accuracy of the certificate;
- (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (l) not to write the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the Services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the Charges).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the invoice by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek in excess of any applicable import or export restrictions that may apply to the Services to be provided, Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.5 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount at the rate of 3% per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, documents, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, documents, graphs, charts, photographs or any other material for its own internal purposes only.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall reserve all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the Receiving Party) obtains Confidential Information of the other party (the Disclosing Party) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clause 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information; use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (b) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given written notice to the Disclosing Party of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires; strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (b) failures of utilities or companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 Where any performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by a party against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 Intertek shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation or order of any governmental or judicial authority;
- (b) any claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
- (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by a third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes bankrupt or insolvent or is placed in liquidation or administration or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.

- 13.3 The event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.

- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if the Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.

No partnership or agency

- 16.2 Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.

Waivers

- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.

- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

Third Party Rights

- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

Further Assurance

- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

BÁO CÁO THỬ NGHIỆM

SỐ: VNMT21032320

Mẫu thử nghiệm: (C) Áo lót nữ Comfort Touch WHP-16-8295

Phương pháp chiết bằng Chlorobenzene và dung dịch đệm

TT	Danh mục hóa chất	Số CAS	Giới hạn	Kết quả (mg/kg)
1.	Biphenyl-4-ylamin/ 4-aminobiphenyl xenylamin	92-67-1	30	<5
2.	Benzidin	92-87-5	30	<5
3.	4-clo-o-toluidin	95-69-2	30	<5
4.	2-naphtylamin	91-59-8	30	<5
5.	o-aminoazotoluen/ 4-amino-2',3'-dimetylazobenzen/ 4-o-tolylazo-o-toluidin	97-56-3	30	<5
6.	5-Nitro-o-toluidin	99-55-8	30	<5
7.	4-cloanilin	106-47-8	30	<5
8.	4-metoxi-m-phenylendiamin	615-05-4	30	<5
9.	4,4'-diaminobiphenylmetan/ 4,4'-metylendianilin	101-77-9	30	<5
10.	3,3'-diclobenzidin/ 3,3'-diclobiphenyl-4,4'-ylendiamin	91-94-1	30	<5
11.	3,3'-dimetoxibenzidin/ o-dianisidin	119-90-4	30	<5
12.	3,3'-dimetylbenzidin/ 4,4'-bi-o-toluidin	119-93-7	30	<5
13.	4,4'-metylendi-o-toluidin	838-88-0	30	<5
14.	6-metoxi-m-toluidin/ p-cresidin	120-71-8	30	<5
15.	4,4'-metylen-bis-(2-clo-anilin)	101-14-4	30	<5
16.	4,4'-oxydianilin	101-80-4	30	<5
17.	4,4'-thiodianilin	139-65-1	30	<5
18.	o-toluidin/ 2-aminotoluen	95-53-4	30	<5
19.	4-metyl-m-phenylendiamin	95-80-7	30	<5
20.	2,4,5-trimetylanilin	137-17-7	30	<5
21.	o-anisidin/ 2-metoxyanilin	90-04-0	30	<5
22.	4-aminoazobenzen	60-09-3	30	<5





Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually or otherwise however and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, however disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights however existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (**Report(s)**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the relationship with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all matters which may apply to product, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
- (c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate, representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples at the Client's expense;
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided to the Client by Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement;
- (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
- (d) to provide instructions and feedback to Intertek in a timely manner;
- (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (h) to inform Intertek in advance of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/ imported to or from a country that is restricted or banned from such transaction;
- (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certificate;
- (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute Intertek's Reports in their entirety;
- (l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (**Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the invoice by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek shall be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount at the rate of the prime rate of the date of the invoice to the date of payment and in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliates or companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, documents, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall reserve all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
- (b) use that Confidential Information only for the purposes of the obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligation under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given written notice of the obligation to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) whether decided or not, civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by a party against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
- (b) any claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors or sub-contractors;
- (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to a winding up order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.
15. **GOVERNING LAW AND DISPUTE RESOLUTION**
- 15.1 This Agreement shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 **Severability**
- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect and if the invalidity or unenforceability of the provision is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 **No partnership or agency**
- 16.2 Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- 16.3 **Waivers**
- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

Third Party Rights

- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

Further Assurance

- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

BÁO CÁO THỬ NGHIỆM

SỐ: VNMT21032320

Mẫu thử nghiệm: (D) Áo lót nữ Natural Edelweiss WP-16-8741

Phương pháp chiết bằng Chlorobenzene và dung dịch đậm

TT	Danh mục hóa chất	Số CAS	Giới hạn	Kết quả (mg/kg)
1.	Biphenyl-4-ylamin/ 4-aminobiphenyl xenylamin	92-67-1	30	<5
2.	Benzidin	92-87-5	30	<5
3.	4-clo-o-toluidin	95-69-2	30	<5
4.	2-naphtylamin	91-59-8	30	<5
5.	o-aminoazotoluen/ 4-amino-2',3'-dimethylazobenzen/ 4-o-tolylazo-o-toluidin	97-56-3	30	<5
6.	5-Nitro-o-toluidin	99-55-8	30	<5
7.	4-cloanilin	106-47-8	30	<5
8.	4-metoxi-m-phenylendiamin	615-05-4	30	<5
9.	4,4'-diaminobiphenylmetan/ 4,4'-metylendianilin	101-77-9	30	<5
10.	3,3'-diclobenzidin/ 3,3'-diclobiphenyl-4,4'-ylendiamin	91-94-1	30	<5
11.	3,3'-dimetoxibenzidin/ o-dianisidin	119-90-4	30	<5
12.	3,3'-dimethylbenzidin/4,4'-bi-o-toluidin	119-93-7	30	<5
13.	4,4'-metylendi-o-toluidin	838-88-0	30	<5
14.	6-metoxi-m-toluidin/ p-cresidin	120-71-8	30	<5
15.	4,4'-metylen-bis-(2-clo-anilin)	101-14-4	30	<5
16.	4,4'-oxydianilin	101-80-4	30	<5
17.	4,4'-thiodianilin	139-65-1	30	<5
18.	o-toluidin/ 2-aminotoluen	95-53-4	30	<5
19.	4-metyl-m-phenylendiamin	95-80-7	30	<5
20.	2,4,5-trimetylanilin	137-17-7	30	<5
21.	o-anisidin/ 2-metoxyanilin	90-04-0	30	<5
22.	4-aminoazobenzen	60-09-3	30	<5





Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (**Report(s)**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of the agreement with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect any application to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as warranted by Intertek under this Agreement. The Client acknowledges that any samples provided may become damaged or destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity for any other person or entity;
- (c) that any information, samples and related documents (if any) of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services to be tested;
- (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fixings, etc., to provide instructions and feedback to Intertek in a timely manner;
- (d) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (e) prior to Intertek attending the premises of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (f) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at the premises of the Services, or in connection with the provision of the Services;
- (g) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
- (h) in the event of the issuance of a cease and desist order to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
- (i) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (j) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (k) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (l) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the **Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, documents, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, documents, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
- (b) use that Confidential Information only for the purposes of performing obligations under this Agreement;
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that the person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) (whether caused or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lighting; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) curfews or other measures such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
- (b) any claims or suits for personal injury, loss of or damage to property, loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
- (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims or suits for personal injury, loss of or damage to property, loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
- (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights of Intertek or any third party for whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier or agreed to be terminated by the Client pursuant to this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (other than for the purposes of a solvent amalgamation or reconstruction) or an embargement takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 Nothing in this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of the Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

BÁO CÁO THỬ NGHIỆM

SỐ: VNMT21032320

Mẫu thử nghiệm: (E) Áo lót nữ sloggi GO Allround Lace Top AX-88-339 và (F) Quần lót nữ Florale Begonia Midi-74-6738

Phương pháp chiết bằng Chlorobenzene và dung dịch đậm

TT	Danh mục hóa chất	Số CAS	Giới hạn	Kết quả (mg/kg)
1.	Biphenyl-4-ylamin/ 4-aminobiphenyl xenylamin	92-67-1	30	<5
2.	Benzidin	92-87-5	30	<5
3.	4-clo-o-toluidin	95-69-2	30	<5
4.	2-naphtylamin	91-59-8	30	<5
5.	o-aminoazotoluen/ 4-amino-2',3'-dimetylazobenzen/ 4-o-tolylazo-o-toluidin	97-56-3	30	<5
6.	5-Nitro-o-toluidin	99-55-8	30	<5
7.	4-cloanilin	106-47-8	30	<5
8.	4-metoxi-m-phenylendiamin	615-05-4	30	<5
9.	4,4'-diaminobiphenylmetan/ 4,4'-metylendianilin	101-77-9	30	<5
10.	3,3'-diclobenzidin/ 3,3'-diclobiphenyl-4,4'-ylendiamin	91-94-1	30	<5
11.	3,3'-dimetoxibenzidin/ o-dianisidin	119-90-4	30	<5
12.	3,3'-dimetylbenzidin/ 4,4'-bi-o-toluidin	119-93-7	30	<5
13.	4,4'-metylendi-o-toluidin	838-88-0	30	<5
14.	6-metoxi-m-toluidin/ p-cresidin	120-71-8	30	<5
15.	4,4'-metylen-bis-(2-clo-anilin)	101-14-4	30	<5
16.	4,4'-oxydianilin	101-80-4	30	<5
17.	4,4'-thiodianilin	139-65-1	30	<5
18.	o-toluidin/ 2-aminotoluen	95-53-4	30	<5
19.	4-metyl-m-phenylendiamin	95-80-7	30	<5
20.	2,4,5-trimetylanilin	137-17-7	30	<5
21.	o-anisidin/ 2-metoxyanilin	90-04-0	30	<5
22.	4-aminoazobenzen	60-09-3	30	<5





Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of, the provision of Services pursuant to, and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client together with status summaries or any other communication in any form describing the results of any work or services performed (**Report(s)**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed to have authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the relevant Client's instructions to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all applicable requirements which may apply to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity for any other person;
- (c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples at the Client's cost;
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement; and
- (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to, connecting pieces or other accessories, and
- (d) to provide instructions and feedback to Intertek in a timely manner;
- (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (h) to inform Intertek of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
- (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the certificate issued by Intertek;
- (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression of the third party concerned or of the services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the **Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount of the invoice to the date of payment at the rate of 10% per annum in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, documents, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, documents, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall exercise all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information; use that Confidential Information only for the purposes of performing its obligations under this Agreement; and
- (b) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:

- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods, explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) endeavour to provide the Services unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors;
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim or failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 Intertek shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and subcontractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
- (b) any claims or suits by the Client or any third party for loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights; or
- (c) Rights incurred by or occurring to any person entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
- (d) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (e) any claims or suits by the Client or any third party for loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights; or
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 The Client shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an enforcement action taken, possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.

No partnership or agency

- 16.2 Notwithstanding to this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.

Waivers

- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

Third Party Rights

- 16.8 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

Further Assurance

- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

BÁO CÁO THỬ NGHIỆM

SỐ: VNMT21032320

Mẫu thử nghiệm: (G) Quần lót nữ Blissý 09 Mini-76-906 và (H) Quần lót nữ Maximizer 819 Midi- 74-5930

Phương pháp chiết bằng Chlorobenzene và dung dịch đệm

TT	Danh mục hóa chất	Số CAS	Giới hạn	Kết quả (mg/kg)
1.	Biphenyl-4-ylamin/ 4-aminobiphenyl xenylamin	92-67-1	30	<5
2.	Benzidin	92-87-5	30	<5
3.	4-clo-o-toluidin	95-69-2	30	<5
4.	2-naphtylamin	91-59-8	30	<5
5.	o-aminoazotoluen/ 4-amino-2',3'-dimetylazobenzen/ 4-o-tolylazo-o-toluidin	97-56-3	30	<5
6.	5-Nitro-o-toluidin	99-55-8	30	<5
7.	4-cloanilin	106-47-8	30	<5
8.	4-metoxi-m-phenylendiamin	615-05-4	30	<5
9.	4,4'-diaminobiphenylmetan/ 4,4'-metylendianilin	101-77-9	30	<5
10.	3,3'-diclobenzidin/ 3,3'-diclobiphenyl-4,4'-ylendiamin	91-94-1	30	<5
11.	3,3'-dimetoxibenzidin/ o-dianisidin	119-90-4	30	<5
12.	3,3'-dimetylbzenzin/4,4'-bi-o-toluidin	119-93-7	30	<5
13.	4,4'-metylendi-o-toluidin	838-88-0	30	<5
14.	6-metoxi-m-toluidin/ p-cresidin	120-71-8	30	<5
15.	4,4'-metylen-bis-(2-clo-anilin)	101-14-4	30	<5
16.	4,4'-oxydianilin	101-80-4	30	<5
17.	4,4'-thiodianilin	139-65-1	30	<5
18.	o-toluidin/ 2-aminotoluen	95-53-4	30	<5
19.	4-metyl-m-phenylendiamin	95-80-7	30	<5
20.	2,4,5-trimetylanilin	137-17-7	30	<5
21.	o-anisidin/ 2-metoxyanilin	90-04-0	30	<5
22.	4-aminoazobenzen	60-09-3	30	<5





Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
 - (b) **Charges** shall have the meaning given in Clause 5.1;
 - (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of, the provision of Services pursuant to this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party;
 - (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
 - (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
 - (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
 - (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
 - 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (**Report(s)**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.6 Client is responsible for the accuracy of the information provided to Intertek by 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
 - (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
 - (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
 - (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
 - (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
 - (c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
 - (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
 - (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
 - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
 - (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuel and other consumables;
 - (d) to provide instructions and feedback to Intertek in a timely manner;
 - (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
 - (f) prior to Intertek attending any premises for the provision of the Services, to inform Intertek of applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
 - (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used in the course of the Services, or otherwise necessary for the provision of the Services;
 - (h) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
 - (i) in the event of the issuance of a recall, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
 - (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
 - (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
 - (l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
 - (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the **Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fee to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to this Agreement shall remain vested in that party. Nothing in this Agreement shall be construed to transfer any Intellectual Property Rights to either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, documents, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall remain the property of Intertek. The Client shall have the right to use any such Reports, documents, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential; by applying the standard of care that it uses for its own Confidential Information;
 - (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
 - (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- (a) to any legal advisers and statutory auditors that it has engaged for itself;
 - (b) to any regulator having regulatory or supervisory authority over its business;
 - (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
 - (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
 - (b) is or becomes public knowledge other than by breach of this Clause 7;
 - (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its use or disclosure;
 - (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given notice of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 Any amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) any (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
 - (b) natural disasters or as violent storms, earthquakes, tidal waves, floods and/or lightning, explosions and fires;
 - (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
 - (d) any of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek, any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
 - (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
 - (c) continue to provide the Services not affected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors;
 - (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
 - (d) loss of or damage to goodwill or reputation;
 - (e) loss of anticipated savings;
 - (f) cost or expenses incurred in relation to making a product recall;
 - (g) loss of use or corruption of software, data or information; or
 - (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
 - (b) any claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person either arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
 - (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
 - (d) any claims or suits by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
 - (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights provided by Intertek to the Client or any third party in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employee's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier or in accordance with Clause 13.2, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
 - (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
 - (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 **Severability**
If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 **No partnership or agency**
Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- 16.3 **Waivers**
Notwithstanding to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 16.5 **Whole Agreement**
This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.8 **Third Party Rights**
A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.9 **Further Assurance**
Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

BÁO CÁO THỬ NGHIỆM

SỐ: VNMT21032320

Mẫu thử nghiệm: (E) Áo lót nữ sloggi GO Allround Lace Top AX-88-339 và (F) Quần lót nữ Florale Begonia Midi-74-6738

Phương pháp chiết bằng dung dịch đậm

TT	Danh mục hóa chất	Số CAS	Giới hạn	Kết quả (mg/kg)
1.	Biphenyl-4-ylamin/ 4-aminobiphenyl xenylamin	92-67-1	30	<5
2.	Benzidin	92-87-5	30	<5
3.	4-clo-o-toluidin	95-69-2	30	<5
4.	2-naphtylamin	91-59-8	30	<5
5.	o-aminoazotoluen/ 4-amino-2',3'-dimetylazobenzen/ 4-o-tolylazo-o-toluidin	97-56-3	30	<5
6.	5-Nitro-o-toluidin	99-55-8	30	<5
7.	4-cloanilin	106-47-8	30	<5
8.	4-metoxi-m-phenylendiamin	615-05-4	30	<5
9.	4,4'-diaminobiphenylmetan/ 4,4'-metylendianilin	101-77-9	30	<5
10.	3,3'-diclobenzidin/ 3,3'-diclobiphenyl-4,4'-ylendiamin	91-94-1	30	<5
11.	3,3'-dimetoxibenzidin/ o-dianisidin	119-90-4	30	<5
12.	3,3'-dimetylbenzidin/4,4'-bi-o-toluidin	119-93-7	30	<5
13.	4,4'-metylendi-o-toluidin	838-88-0	30	<5
14.	6-metoxi-m-toluidin/ p-cresidin	120-71-8	30	<5
15.	4,4'-metylen-bis-(2-clo-anilin)	101-14-4	30	<5
16.	4,4'-oxydianilin	101-80-4	30	<5
17.	4,4'-thiodianilin	139-65-1	30	<5
18.	o-toluidin/ 2-aminotoluen	95-53-4	30	<5
19.	4-metyl-m-phenylendiamin	95-80-7	30	<5
20.	2,4,5-trimetylanilin	137-17-7	30	<5
21.	o-anisidin/ 2-metoxyanilin	90-04-0	30	<5
22.	4-aminoazobenzen	60-09-3	30	<5





Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the **Client**) and the Intertek entity (**Intertek**) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by a reasonable person;
- (d) **Intellectual Property Right(s)** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (**Report(s)**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or conformity of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other information as it exists at the time of performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is not seeking the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
- (c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate, representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will not be liable for any loss or damage suffered by the Client or any third party provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documents necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- (c) that it is responsible for ensuring that the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, flow-links, etc;
- (d) to provide instructions and feedback to Intertek in a timely manner;
- (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (h) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transactions;
- (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
- (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the **Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever form) in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take appropriate technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement, the Receiving Party shall, in relation to the Agreement, shall, subject to Clause 7.2 to 7.4:
- (a) keep that Confidential Information confidential; by applying the standard of care that it uses for its own Confidential Information;
- (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clause 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Right is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lighting; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) failure of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 Any party whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) for direct, indirect, special, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
- (b) claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
- (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits for unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an embourcement takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 **Severability**
If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to achieve an alternative arrangement.
- 16.2 **No partnership or agency**
Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- 16.3 **Waivers**
Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 **Notices**
Notwithstanding any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 16.5 **Whole Agreement**
This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions and to that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party that the acceptance of its signature to this Agreement shall waive all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.8 **Third Party Rights**
A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.9 **Further Assurance**
Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

BÁO CÁO THỬ NGHIỆM

SỐ: VNMT21032320

Mẫu thử nghiệm: (G) Quần lót nữ Blissý 09 Mini-76-906 và (H) Quần lót nữ Maximizer 819 Midi- 74-5930

Phương pháp chiết bằng dung dịch đậm

TT	Danh mục hóa chất	Số CAS	Giới hạn	Kết quả (mg/kg)
1.	Biphenyl-4-ylamin/ 4-aminobiphenyl xenylamin	92-67-1	30	<5
2.	Benzidin	92-87-5	30	<5
3.	4-clo-o-toluidin	95-69-2	30	<5
4.	2-naphtylamin	91-59-8	30	<5
5.	o-aminoazotoluen/ 4-amino-2',3'-dimetylazobenzen/ 4-o-tolylazo-o-toluidin	97-56-3	30	<5
6.	5-Nitro-o-toluidin	99-55-8	30	<5
7.	4-cloanilin	106-47-8	30	<5
8.	4-metoxý-m-phenylendiamin	615-05-4	30	<5
9.	4,4'-diaminobiphenylmetan/ 4,4'-metylendianilin	101-77-9	30	<5
10.	3,3'-diclobenzidin/ 3,3'-diclobiphenyl-4,4'-ylendiamin	91-94-1	30	<5
11.	3,3'-dimetoxýbenzidin/ o-dianisidin	119-90-4	30	<5
12.	3,3'-dimetylbenzidin/4,4'-bi-o-toluidin	119-93-7	30	<5
13.	4,4'-metylendi-o-toluidin	838-88-0	30	<5
14.	6-metoxý-m-toluidin/ p-cresidin	120-71-8	30	<5
15.	4,4'-metylen-bis-(2-clo-anilin)	101-14-4	30	<5
16.	4,4'-oxydianilin	101-80-4	30	<5
17.	4,4'-thiodianilin	139-65-1	30	<5
18.	o-toluidin/ 2-aminotoluen	95-53-4	30	<5
19.	4-metyl-m-phenylendiamin	95-80-7	30	<5
20.	2,4,5-trimetylanilin	137-17-7	30	<5
21.	o-anisidin/ 2-metoxýanilin	90-04-0	30	<5
22.	4-aminoazobenzen	60-09-3	30	<5





Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
 - (a) **Agreement** means this agreement entered into between Intertek and the Client;
 - (b) **Charges** shall have the meaning given in Clause 5.1;
 - (c) **Confidential Information** means information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the disclosing party;
 - (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
 - (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
 - (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
 - (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
 - 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (**Report(s)**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
 - (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
 - (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
 - (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
 - (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
 - (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
 - (b) that it is secure in the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
 - (c) that any information, samples and related documents (if any) of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
 - (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
 - (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
 - (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
 - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documents necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
 - (c) that it is responsible for the samples and related documents, together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
 - (d) to provide instructions and feedback to Intertek in a timely manner;
 - (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to the other relevant premises at which the Services are to be provided;
 - (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
 - (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
 - (h) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
 - (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
 - (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
 - (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
 - (l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
 - (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that any failure by the Client to perform its obligations set out herein on the basis of the provisions of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the **Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
 - (a) keep that Confidential Information confidential; by applying the standard of care that it uses for its own Confidential Information;
 - (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
 - (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
 - (a) to any legal advisers and statutory auditors that it has engaged for itself;
 - (b) to any regulator having regulatory or supervisory authority over its business;
 - (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
 - (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
 - (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
 - (b) is or becomes public knowledge other than by breach of this Clause 7;
 - (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
 - (a) whether declared or not, civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
 - (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires; strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
 - (c) failure of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
 - (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
 - (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its obligations as soon as reasonably possible; and
 - (c) continue to provide Services that remain unaffected by the Force Majeure event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
 - (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
 - (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
 - (d) loss of or damage to goodwill or reputation;
 - (e) loss of anticipated savings;
 - (f) cost or expenses incurred in relation to making a product recall;
 - (g) loss of use or corruption of software, data or information; or
 - (h) direct, indirect, consequential, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
 - (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any ordinance, regulation, rule, order or criminal or judicial authority;
 - (b) claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
 - (c) any breach or alleged breach by the Client of Intertek's obligations set out in Clause 4 above;
 - (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
 - (e) any claims or suits made as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
 - (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek may maintain an employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
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 - (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
 - (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
 - (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an embankment takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 **Severability**
 - (a) If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect; if this Agreement had been executed without the invalid, illegal or unenforceable provision, if the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
 - (b) **No partnership or agency**
- 16.2 Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- 16.3 **Waivers**
 - (a) Notwithstanding to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 16.5 **Whole Agreement**
 - (a) This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.8 **Third Party Rights**
 - (a) A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.9 **Further Assurance**
 - (a) Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

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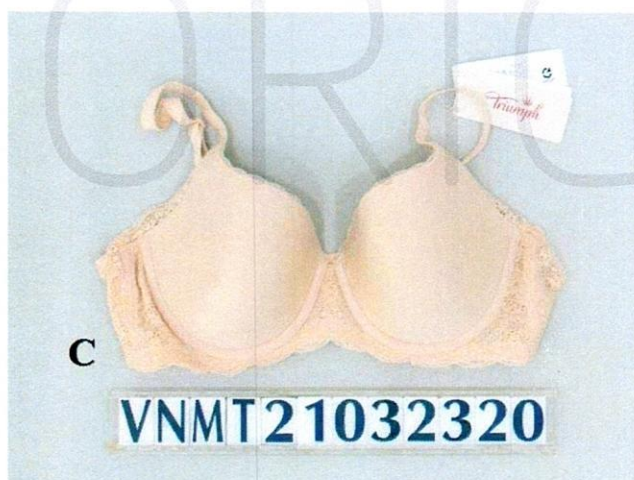
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Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the disclosing party;
- (d) **Intellectual Property Right(s)** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (**Report(s)**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is not a minor, bankrupt, insolvent, or otherwise under legal disability, and is not acting on behalf of or in any other representative capacity, for any other person or entity;
- (c) that any information, samples and related documents (if any) of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges and agrees that it will only on the basis of such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documents necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- (c) that it is responsible for the samples and related documents, including but not limited to connecting pieces, fuse-links, etc;
- (d) to provide instructions and feedback to Intertek in a timely manner;
- (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to the other relevant premises at which the Services are to be provided;
- (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- (h) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
- (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
- (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the provision of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the **Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep the Confidential Information confidential; and
- (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that the person of the obligee under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) any of the utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its obligations as soon as reasonably possible; and
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) for direct, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice in claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
- (b) claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
- (c) any breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits relating to the use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an embankment takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision (which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration).

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 **Severability**
If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 **No partnership or agency**
Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- 16.3 **Waiver**
Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 16.5 **Whole Agreement**
This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to these transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party in order to accept the signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.8 **Third Party Rights**
16.8.1 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.9 **Further Assurance**
Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 06/07/2021

BÁO CÁO THỬ NGHIỆM

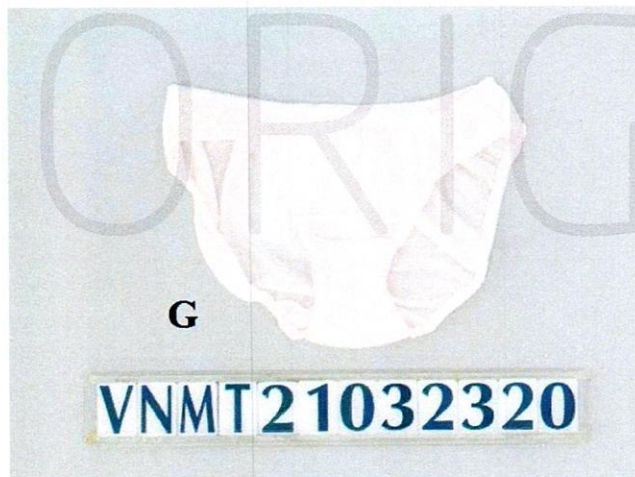
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Mẫu 7



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KẾT THÚC BÁO CÁO

Báo cáo này (bao gồm cả tài liệu và hình ảnh đính kèm) được phát hành dành riêng cho việc sử dụng và phục vụ cho lợi ích của đơn vị yêu cầu theo đúng mục đích đã yêu cầu. Bất kỳ phần nào trong nội dung của báo cáo cũng không được sửa đổi, sao chép hay phân phối cho bất kỳ đơn vị thứ ba nào nếu không có sự đồng ý bằng văn bản từ phía chúng tôi. Chúng tôi hoàn toàn không chịu trách nhiệm nếu báo cáo này được sử dụng cho một mục đích khác với mục đích ban đầu, và chúng tôi cũng không chịu trách nhiệm với bất kỳ bên nào khác về bản báo cáo này.



Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Agreement** means this agreement entered into between Intertek and the Client;
- (b) **Charges** shall have the meaning given in Clause 5.1;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party;
- (d) **Intellectual Property Rights** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
- (e) **Report(s)** shall have the meaning as set out in Clause 2.3 below;
- (f) **Services** means the services set out in any relevant Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (**Report(s)**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 The Client is responsible for acting on the basis of such Report. Neither Intertek 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 Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
- (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
- (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
- (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity for any other person or entity;
- (c) that any information, samples and related documents (if any) or any of its agents or representatives supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
- (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
- (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services with the Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to, connecting pieces, for the purpose of connecting pieces;
- (d) to provide instructions and feedback to Intertek in a timely manner;
- (e) to provide Intertek (including its agents, sub-contractors and employees) with access to the premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
- (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
- (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or at any other premises for the provision of the Services;
- (h) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
- (i) in the event of the issue of a certificate to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
- (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
- (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
- (l) in no event will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
- (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the **Charges**).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the fee payable by the Client to Intertek for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights to either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
- (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that the disclosure is necessary for the performance of its obligations under this Agreement and that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 7;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning, explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) the failure of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 Any whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors;
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be given within ninety (90) days after the Client becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of Services under this Agreement.

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
- (b) claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
- (c) any claims or suits for breach of contract by the Client Intertek made obligations set out in Clause 4 above;
- (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

16. MISCELLANEOUS

- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- No partnership or agency**
- 16.2 Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- 16.3 A waiver of Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- Whole Agreement**
- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- Third Party Rights**
- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- Further Assurance**
- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.