

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

BẢN CÔNG BỐ HỢP QUY

Số: 3702338846/ TOWEL MUSEUM-11 /0100773892

**SỞ CÔNG THƯƠNG BÌNH DƯƠNG**  
Số: ..... VP Sở  
Ngày nhận: 17/01/2020  
Ngày trả: 20/01/2020

Tên tổ chức, cá nhân: CÔNG TY TNHH TOWEL MUSEUM

Địa chỉ: LÔ F12D, TẦNG 1, TRUNG TÂM MUA SẴM AEON- BÌNH DƯƠNG CANARY, SỐ 1 ĐẠI LỘ BÌNH DƯƠNG, KHU PHỐ BÌNH GIAO, PHƯỜNG THUẬN GIAO, TX THUẬN AN, TỈNH BÌNH DƯƠNG, VIỆT NAM

Điện thoại: 0396182791

E-mail: t-trang@ichihiro-jp.com

CÔNG BỐ

Sản phẩm: Khăn, chi tiết như danh sách đính kèm:

Đặc trưng kỹ thuật:

- Hàm lượng Formaldehyde < 75mg/kg
- Hàm lượng mỗi Amin thơm chuyển hóa từ thuốc nhuộm Azo không quá 30mg/kg

Phù hợp với tiêu chuẩn kỹ thuật:

QCVN 01:2017/ BCT về mức giới hạn hàm lượng Formaldehyde và các Amin thơm chuyển hóa từ thuốc nhuộm Azo trong sản phẩm dệt may.

Loại hình đánh giá: Bên thứ ba

- Công Ty TNHH Intertek Việt Nam
- Theo quyết định số 560/ QĐ-BCT ngày 13 tháng 2 năm 2018

Thông tin bổ sung:

- Theo giấy chứng nhận hợp quy số: VNMT19060969 ngày 31 tháng 12 năm 2019
- Phương thức chứng nhận: Phương thức 7- Thử nghiệm, đánh giá lô sản phẩm, hàng hóa theo Thông Tư số 28:2012/TT-BKHCN ngày 12/12/2012 của Bộ Khoa Học và Công Nghệ.

CÔNG TY TNHH TOWEL MUSEUM cam kết và chịu trách nhiệm về tính phù hợp của sản phẩm do mình kinh doanh, bảo quản, vận chuyển, sử dụng....

Bình Dương, ngày 09 tháng 01 năm 2020

Đại diện Tổ chức, cá nhân

(Ký tên, chức vụ, đóng dấu)



TỔNG GIÁM ĐỐC  
TORU YAMAMOTO



Tổng số lượng lô hàng	1080 KGS
Tổng số mã sản phẩm	2
Số lô hàng:	TOWEL MUSEUM-11



DANH MỤC SẢN PHẨM DỆT MAY DÀNH KỶ CHỨNG NHẬN HỢP QUY PHỤ HỢP QUY CHUẨN KỸ THUẬT QUỐC GIA QCVN 01:2017/BCT  
PHƯƠNG THỨC 7 (đính kèm theo giấy đăng ký hợp quy)

STT	Tên Sản phẩm	Mã sản phẩm (Ký hiệu, kiểu loại)	Màu sắc	Chất liệu (thành phần sợi)	TỔNG	Đơn vị tính	Nhãn hiệu	Xuất xứ	Nhóm sản phẩm
1	Hàng C Kí (BT, FT, WT, MHT) (hàng bi lỗi sợi), kích thước: 60*120cm, 34*70cm, 34*35cm, 25*25cm. Chất liệu: 100% sợi cotton nhân tạo, hàng mới 100%	90-0018000	M	100% COTTON	450	KGS	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
2	Hàng C Kí (BT, FT, WT) (hàng bi lỗi sợi), kích thước: 60*120cm, 34*70cm, 34*35cm. Chất liệu: 100% sợi cotton nhân tạo, hàng mới 100%	90-0018000	M	100% COTTON	630	KGS	TOWEL MUSEUM	VIỆT NAM	Nhóm 2

Cam kết:

Chúng tôi đề nghị Intertek Việt Nam tiến hành đánh giá chứng nhận hợp quy theo QCVN 01:2017/BCT sản phẩm nêu trên phù hợp quy chuẩn áp dụng, cam kết thực hiện đầy đủ các yêu cầu của Quy trình chứng nhận sản phẩm dệt may phù hợp quy chuẩn » và chịu trách nhiệm về thông tin danh sách hàng hóa khai báo

(Ký ghi rõ họ tên & đóng dấu)



TỔNG GIÁM ĐỐC  
TORU YAMAMOTO

## GIẤY CHỨNG NHẬN

SỐ CHỨNG NHẬN: VNMT19060969

Chứng nhận lô hàng hóa:

### SẢN PHẨM DỆT MAY

Mẫu dấu hợp quy



QUAL DUT

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

Số lượng: 1080 KGS

Xuất xứ: Việt Nam

### CÔNG TY TNHH TOWEL MUSEUM

LÔ F12D, TẦNG 1, TRUNG TÂM MUA SẮM AEON- BÌNH DƯƠNG  
CANARY, SỐ 1 ĐẠI LỘ BÌNH DƯƠNG, KHU PHỐ BÌNH GIAO, PHƯỜNG  
THUẬN GIAO, TX THUẬN AN, TỈNH BÌNH DƯƠNG, VIỆT NAM

**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: 31/12/2019



**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 in 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;
  - (h) 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 (Reports) shall be provided 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 customs or usage.
- 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 material submitted 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 or 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, 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;
  - (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 and assist 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, 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 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 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 any failure by the Client to comply with its obligations as set out in 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 relating to 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 from or prepare for the 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, Intertek 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;
  - (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 archiving, 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 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 in respect of 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 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 persons injured, 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 Reports or any reports, analyses, conclusions or any other documents 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 party is 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 A 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 where 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
- 16.3 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.
- 16.4 No waiver of 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.
- 16.5 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.
- 16.6 Whole Agreement
- 16.7 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.
- 16.8 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 be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.9 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.10 Third Party Rights
- 16.11 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.
- 16.12 Further Assurance
- 16.13 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: VNMT19060969

Chứng từ	Số	Ngày ban hành
Tờ khai nhập khẩu	-	-
Vận đơn	-	-
Hóa đơn (Invoice)	-	-
Hợp đồng	-	-
Lô hàng	TOWEL MUSEUM-11	-

### 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 (KGS)	Nhóm Sản Phẩm
1	Hàng C kí (BT,FT,WT,MHT) (hàng bị lỗi sợi). Kích thước: 60*120cm, 34*70cm, 34*35cm, 25*25cm. Chất liệu: 100% sợi cotton nhân tạo, hàng mới 100%	90-0018000	TOWEL MUSEUM	VIỆT NAM	M	100% COTTON	450	Nhóm 2
2	Hàng C kí (BT,FT,WT) (hàng bị lỗi sợi). Kích thước: 60*120cm, 34*70cm, 34*35cm. Chất liệu: 100% sợi cotton nhân tạo, hàng mới 100%	90-0018000	TOWEL MUSEUM	VIỆT NAM	M	100% COTTON	630	Nhóm 2



# 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 in any medium, 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 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 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 (Reports) 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, transactions, trade practices or usage.
- 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 control 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 what on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable safety 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, subcontractors, 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 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 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, fuses, 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 safety 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 industry or regulatory requirements 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 any content 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 the 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 be responsible 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 bank 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;
- (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 that 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 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 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) 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 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 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 claims made by or on behalf of any person or entity 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 Client 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 the 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 where 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).

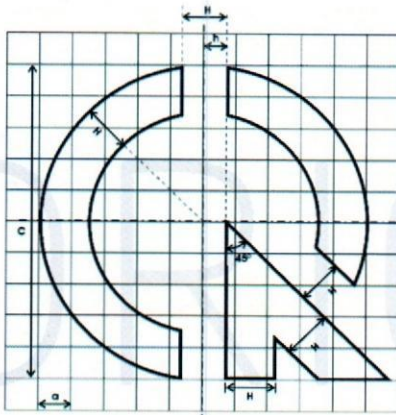
## 16. MISCELLANEOUS

- 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 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 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 A 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 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: VNMT19060969
- 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 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: (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; and (ii) is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (i) 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;
- (h) 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 in relation to 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 Report 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 at the time of 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;
  - (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 warrants:
  - (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 tests, including but not limited to connecting cables or other accessories;
  - (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 used for the provision of the Services;
  - (h) to inform Intertek in advance of any applicable Intertek or any other persons' policies 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 to the intended recipient;
  - (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 any 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 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 and/or any other marks or logos or any other use of Intertek's intellectual property rights or 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 that Intertek and its agents, sub-contractors, employees or other representatives shall retain all 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 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;
  - (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 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 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 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 trademarks) 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 arrangement or reorganisation) or an enforcement order 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 the 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 or sub-contractors where 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 the 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 reference (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.

### 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 in any form, 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 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 actions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trial, outcome, 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, at the time of the Report, in the Report and any 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 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 warrants 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 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 provision 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 cables, 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 entering 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 or otherwise used in 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 use 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 to the Client or its authorised personnel;
  - (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 and that any such materials or statements must be approved in writing 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 approved in writing by Intertek. The use of Intertek's trademarks and 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 that Intertek and its agents, sub-contractors, employees or other representatives own and inventors 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 obligations under Clause 7.1 and ensured that the person to whom it 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 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 its 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) 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 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 or sub-contractors;
  - (c) claims or suits for 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 of the Client or any third parties (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 encumbrance in respect of 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 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 subsidiaries 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, but not limited to, any dispute or 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 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 purposes 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.
- 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, 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 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: 31/12/2019

**BÁO CÁO THỬ NGHIỆM**

SỐ: VNMT19060969

Khách hàng : **CÔNG TY TNHH TOWEL MUSEUM**  
LÔ F12D, TẦNG 1, TRUNG TÂM MUA SẴM AEON- BÌNH DƯƠNG  
CANARY, SỐ 1 ĐẠI LỘ BÌNH DƯƠNG, KHU PHỐ BÌNH GIAO, PHƯỜNG  
THUẬN GIAO, TX THUẬN AN, TỈNH BÌNH DƯƠNG, VIỆT NAM

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) Hàng C kí (BT,FT,WT,MHT) (hàng bị lỗi sợi). Kích thước:  
60\*120cm, 34\*70cm, 34\*35cm, 25\*25cm. Chất liệu: 100% sợi cotton nhân  
tạo, hàng mới 100%  
(B) Hàng C kí (BT,FT,WT) (hàng bị lỗi sợi). Kích thước:  
60\*120cm, 34\*70cm, 34\*35cm. Chất liệu: 100% sợi cotton nhân tạo, hàng  
mới 100%

Kiểu/Loại : (A), (B) 90-0018000

Độ tuổi sử dụng : Nhóm 2

Nhà sản xuất/ Xuất xứ : Việt Nam

Ngày nhận mẫu : 26/12/2019

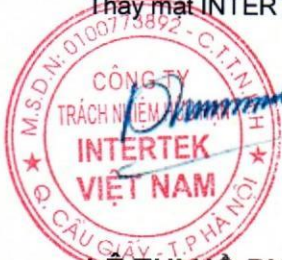
Ngày bắt đầu thử nghiệm : 26/12/2019

**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 HÒ 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 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, however disclosed, which would reasonably be considered to be confidential by the receiving 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;
  - (h) 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 such supporting documents 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 to deliver arises from 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 and does not constitute a warranty, 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 materials 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 warrants that Intertek shall not be liable for any information, samples or 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 expense) 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 and equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting cables, fuses, 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 at its 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 performance 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 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 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 from the due date of the invoice to the date of receipt of the payment 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 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 take all reasonable steps 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 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 was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure.
- (a) is or becomes public knowledge other than by breach of this Clause 7;
  - (b) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
  - (c) 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;
  - (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 under this Agreement;
  - (b) use 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) 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) 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 made or asserted by the Client or any of its agents or representatives in connection with or related to the Services provided hereunder by 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 or terminated by either party, 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 Neither party shall have 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**
  - 16.1.1 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.
  - 16.1.2 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**
  - 16.3.1 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 under this Agreement. A failure to insist upon strict performance shall not constitute a waiver of any subsequent breach.
  - 16.3.2 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.
- 16.4 **Whole Agreement**
  - 16.4.1 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersede 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.
  - 16.4.2 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral assurance or other assurance except that 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.
- 16.5 **Third Party Rights**
  - 16.5.1 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
  - 16.5.2 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.
- 16.6 **Further Assurance**
  - 16.6.1 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: 31/12/2019

**BÁO CÁO THỬ NGHIỆM**

SỐ: VNMT19060969

**Kết quả thử nghiệm**

<u>Mẫu thử nghiệm</u>	<u>Tiêu chuẩn</u>	<u>Kết quả</u>
(A), (B)	ISO 14184-1: 2011: Textiles – Determination of formaldehyde – Part 1: Free and hydrolyzed formaldehyde (water extraction method)	ĐẠT
(A), (B)	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)	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) Hàng C ki (BT,FT,WT,MHT) (hàng bị lỗi sợi). Kích thước: 60*120cm, 34*70cm, 34*35cm, 25*25cm. Chất liệu: 100% sợi cotton nhân tạo, hàng mới 100% - 90-0018000	<5	75
2	(B) Hàng C ki (BT,FT,WT) (hàng bị lỗi sợi). Kích thước: 60*120cm, 34*70cm, 34*35cm. Chất liệu: 100% sợi cotton nhân tạo, hàng mới 100% - 90-0018000	<5	75





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  - (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 Services pursuant to this Agreement; and (b) (i) is disclosed in writing, electronically, visually or 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;
  - (h) 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 to deliver a Report to a third party shall include the obligation to deliver the Report to a third party in 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 and does not constitute an express or implied warranty 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 or materials provided 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, truly, accurate, representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will not be responsible for any loss or damage to any information, samples or related documents it (or any of its agents or representatives) supplies to Intertek (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 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/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 products, information or technology may be exported/imported to or from a country that is restricted or banned from such export/import;
  - (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 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 agents 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 the 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 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
  - (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 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 was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (a) is or becomes public knowledge other than by breach of this Clause 7;
- (b) 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;
- (c) 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 the 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 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 In respect 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 for negligence or otherwise 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 infringement of Intellectual Property Rights by the Client in connection with 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 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 this Agreement had been executed without the invalid, illegal or unenforceable provision. A waiver of any breach shall not constitute a waiver of any subsequent breach. 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.

### 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: 31/12/2019

**BÁO CÁO THỬ NGHIỆM**

SỐ: VNMT19060969

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) Hàng C kí (BT,FT,WT,MHT) (hàng bị lỗi sợi). Kích thước: 60\*120cm, 34\*70cm, 34\*35cm, 25\*25cm. Chất liệu: 100% sợi cotton nhân tạo, hàng mới 100% - 90-0018000

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-metoxym-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-metoxym-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 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 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;
  - (h) 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 such 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 arises on 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 Report and does not constitute a 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 at the time 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 safety 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 data 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 warrants and represents that the information, samples or 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 expense) within 30 days of 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 consumables, tools, 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 entering its premises for the performance of the Services, to ensure that all applicable health and safety rules and regulations and other reasonable safety 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 the 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 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 6 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 the basis of an estimate and material costs.
- 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 full payment 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 any of the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any purpose 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 shall retain all proprietary rights in any 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 data protection 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 obligation of confidentiality 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 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 its 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 sub-contractor 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) for its 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) 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) 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 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;
  - (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 party 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 (such as 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 The right to assign or sub-contract 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 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.
  - (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) 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 (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrance (such as 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).
  - (b) 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.
- 16.4 Whole Agreement
  - (a) This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersede 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.
  - (b) 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.
- 16.5 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.6 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.
- 16.7 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: 31/12/2019

**BÁO CÁO THỬ NGHIỆM**

SỐ: VNMT19060969

**Mẫu thử nghiệm:** (B) Hàng C kí (BT,FT,WT) (hàng bị lỗi sợi). Kích thước: 60\*120cm,34\*70cm,34\*35cm. Chất liệu: 100% sợi cotton nhân tạo, hàng mới 100% - 90-0018000

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





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 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 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 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 relevant trade custom. 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 contained in the Reports and does not constitute 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 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, truly, accurate, representative, complete and is not misleading in any respect. The Client further warrants that it will ensure that Intertek is provided with all relevant information, samples and related documents 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 duty 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 all and any 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 cables, 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 commencing any services, to ensure that Intertek is provided with 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 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 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 agents 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 retain 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 provision of the Confidential Information is necessary in order for the Receiving Party to comply with its 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 was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (a) is or becomes public knowledge other than by breach of this Clause 7;
- (b) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- (c) 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) fire, explosion, hurricanes, 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 to 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 a 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 made by or on behalf of the Client 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 in connection with the provision of the Services 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 made by or on behalf of the Client 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;
  - (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's 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 (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 Vietnamese 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 or unenforceable provision. If the invalidity, illegality or unenforceability of a provision is 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

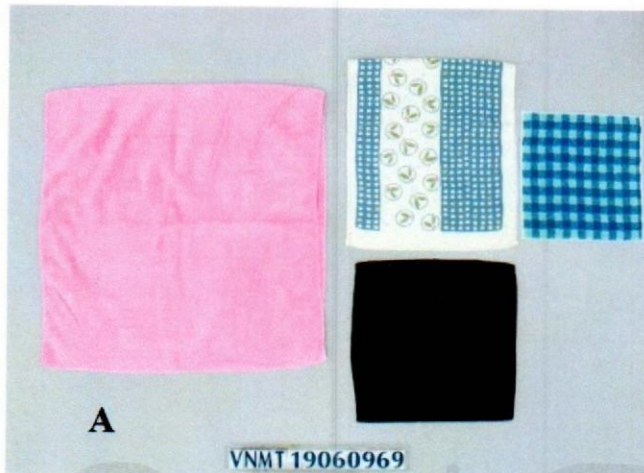
- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

NGÀY: 31/12/2019

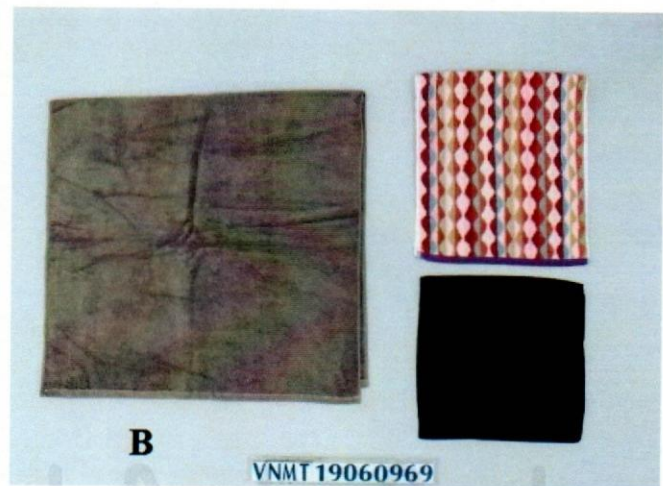
**BÁO CÁO THỬ NGHIỆM**

SỐ: VNMT19060969

**HÌNH ẢNH**



Mẫu 1



Mẫu 2

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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.





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) is disclosed in writing, electronically, verbally or 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;
  - (h) 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 has been 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 Intertek's obligation under this Agreement 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 (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), 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 claims or liabilities for such alterations, damage or destruction;
  - (d) 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.
  - (e) to provide instructions and feedback to Intertek in a timely manner;
  - (f) to provide 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;
  - (g) 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;
  - (h) 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;
  - (i) 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;
  - (j) 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;
  - (k) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
  - (l) 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;
  - (m) 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 (which consent shall not be unreasonably withheld) in each instance; and
  - (n) 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.
- 4.2 In the event that the Services provided relate to the 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 act 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 claims or liabilities for such alterations, 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 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 (which consent shall not 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 breach of this Agreement by any failure by the Client to perform its obligations set out herein or 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 receipt.
- 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) prepared 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 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 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;
  - (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 was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (a) is or becomes public knowledge other than by breach of this Clause 7;
  - (b) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - (c) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 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 In the event of a Force Majeure Event, Intertek's liability for delay or failure to perform any obligation under this Agreement 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 In the event of a Force Majeure Event continuing 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, 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 the Services provided by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors, including but not limited to:
  - (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 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 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 Severability
- 16.2 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 supersede 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 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: 31/12/2019

CÔNG TY ĐĂNG KÝ CHỨNG NHẬN:

CÔNG TY TNHH TOWEL MUSEUM

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	31/12/2019	VNMT19060969
<input checked="" type="checkbox"/> Phiếu xem xét đánh giá hồ sơ chứng nhận sản phẩm Thẩm định cấp chứng nhận	31/12/2019	VNMT19060969
<input checked="" type="checkbox"/> Đơn đăng ký chứng nhận	23/12/2019	977
<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	31/12/2019	VNMT19060969
<input checked="" type="checkbox"/> Danh mục sản phẩm phù hợp QCVN 01/2017/BCT (Phụ lục giấy chứng nhận)	31/12/2019	VNMT19060969

**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.

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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 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 work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions, or 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 produced 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
  - (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/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 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 Intertek shall not be liable for any failure by the Client to perform its obligations as set out in 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 any 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, employee, agent, representative, contractor or subcontractor 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 was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- 7.4 If it becomes public knowledge other than by breach of this Clause 7:
  - (a) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
  - (c) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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) any disaster, such as violent storms, earthquakes, tidal waves, floods and/or any 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 In the event of a Force Majeure Event continuing 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 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 the Services to be provided by Intertek to the Client.
  - (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 by Intertek to the Client, 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 due to or caused by the Services provided by Intertek to the Client exceeds the amount of the Charges payable to Intertek by the Client;
  - (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, motor insurance and property insurance.
- 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 insolvency 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 to 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 execute 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.

**ỦY BAN NHÂN DÂN  
TỈNH BÌNH DƯƠNG**

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



**GIẤY CHỨNG NHẬN ĐẦU TƯ**

Số: 461043000893

*Chứng nhận lần đầu: ngày 09 tháng 01 năm 2015*

*Chứng nhận thay đổi lần thứ 1: ngày 01 tháng 7 năm 2015*

Căn cứ Luật tổ chức Hội đồng nhân dân và Ủy ban nhân dân ngày 26 tháng 11 năm 2003;

Căn cứ Luật Đầu tư số 59/2005/QH11 và Luật Doanh nghiệp số 60/2005/QH11 được Quốc hội thông qua ngày 29 tháng 11 năm 2005;

Căn cứ Luật sửa đổi, bổ sung một số điều của các Luật liên quan đến đầu tư xây dựng cơ bản số 38/2009/QH12 được Quốc hội thông qua ngày 19 tháng 6 năm 2009;

Căn cứ Nghị định số 108/2006/NĐ-CP ngày 22 tháng 9 năm 2006 của Chính phủ quy định chi tiết và hướng dẫn một số điều của Luật Đầu tư;

Căn cứ Nghị định số 43/2010/NĐ-CP ngày 15 tháng 4 năm 2010 của Chính phủ về đăng ký doanh nghiệp;

Xét Bản đăng ký điều chỉnh Giấy chứng nhận đầu tư và hồ sơ kèm theo của CÔNG TY TNHH TOWEL MUSEUM nộp ngày 18 tháng 6 năm 2015;

**CHỦ TỊCH ỦY BAN NHÂN DÂN TỈNH BÌNH DƯƠNG**

Chứng nhận nhà đầu tư: CÔNG TY TNHH ICHIIHIRO VIỆT NAM; Giấy chứng nhận đầu tư số 452023000027 do Ban Quản lý Khu kinh tế tỉnh Tây Ninh chứng nhận lần đầu ngày 01 tháng 9 năm 2005, chứng nhận thay đổi lần thứ 8 ngày 13 tháng 02 năm 2015; địa chỉ trụ sở chính tại lô 103, đường B, khu chế xuất và công nghiệp Linh Trung II, xã An Tịnh, huyện Trảng Bàng, tỉnh Tây Ninh.

Đại diện bởi: Ông TETSUYA YOSHIDA; sinh ngày 02 tháng 6 năm 1964; quốc tịch Nhật Bản; hộ chiếu số TZ 0730719; cấp ngày 24 tháng 8 năm 2010; nơi cấp: Tổng lãnh sự quán Nhật Bản tại tỉnh Thẩm Dương, Trung Quốc; địa chỉ thường trú: 412-1-1-8 Miyahara-Cyo, Saitama, Japan; nơi ở hiện nay lô 152 B, khu chế xuất Linh Trung III, xã An Tịnh, huyện Trảng Bàng, tỉnh Tây Ninh; chức vụ: Tổng Giám đốc.

Đăng ký điều chỉnh Giấy chứng nhận đầu tư với nội dung sau:

- Thay đổi số và ngày cấp hộ chiếu của người đại diện chủ đầu tư.
- Thay đổi người đại diện theo pháp luật của doanh nghiệp.
- Thay đổi người đứng đầu cơ sở bán lẻ.



**Điều 1: Nội dung đăng ký kinh doanh:**

1. Tên doanh nghiệp:

- Tên bằng tiếng Việt: CÔNG TY TNHH TOWEL MUSEUM.
- Tên giao dịch bằng tiếng Anh: TOWEL MUSEUM COMPANY LIMITED.
- Tên viết tắt: TOWEL MUSEUM CO., LTD.

Doanh nghiệp có tư cách pháp nhân, có con dấu riêng và phải mở tài khoản tại ngân hàng theo quy định của pháp luật Việt Nam.

2. Loại hình doanh nghiệp: Công ty TNHH một thành viên.

3. Địa chỉ:

3.1. Địa chỉ trụ sở chính: Lô F12D, tầng 1, Trung tâm mua sắm Aeon - Bình Dương Canary, Đại lộ Bình Dương, phường Bình Hòa, thị xã Thuận An, tỉnh Bình Dương.

3.2. Địa điểm kinh doanh (cơ sở bán lẻ thứ 1):

- Tên cơ sở bán lẻ: TOWEL MUSEUM
- Địa chỉ: Lô F12D, tầng 1, Trung tâm mua sắm Aeon - Bình Dương Canary, Đại lộ Bình Dương, phường Bình Hòa, thị xã Thuận An, tỉnh Bình Dương.
- Người đứng đầu cơ sở bán lẻ: Bà TẠ THỊ HỒNG NHUNG; sinh ngày 20 tháng 5 năm 1981; quốc tịch Việt Nam; hộ chiếu số B1843609, do Cục Quản lý Xuất nhập cảnh, cấp ngày 17 tháng 01 năm 2008; địa chỉ thường trú số 52/10 tỉnh lộ 19, ấp Gia Huỳnh, huyện Trảng Bàng, tỉnh Tây Ninh; số ở hiện nay số 52/10 tỉnh lộ 19, ấp Gia Huỳnh, huyện Trảng Bàng, tỉnh Tây Ninh;
- Nội dung hoạt động của cơ sở bán lẻ: thực hiện quyền phân phối bán lẻ các hàng hóa có mã số HS 3923, 4202, 5802, 6116, 6117, 6209, 6211, 6214, 6215, 6216, 6302, 6304, 6307, 6405, 6505, và 9404 theo quy định của pháp luật Việt Nam.

Doanh nghiệp chỉ được thực hiện quyền phân phối bán lẻ cho người tiêu dùng trong phạm vi và giới hạn của cơ sở bán lẻ thứ nhất, không được thực hiện quyền phân phối bán lẻ ngoài cơ sở bán lẻ được cấp phép.

4. Ngành, nghề kinh doanh:

STT	Mã ngành	Tên ngành
01		Thực hiện quyền xuất khẩu, quyền nhập khẩu, quyền phân phối bán buôn và quyền phân phối bán lẻ các hàng hóa có mã số HS 3923, 4202, 5802, 6116, 6209, 6211, 6214, 6215, 6216, 6302, 6304, 6307, 6405, 6505, và 9404 theo quy định của pháp luật Việt Nam.

5. Vốn điều lệ: 4.249.200.000 (bốn tỷ hai trăm bốn mươi chín triệu hai trăm ngàn) đồng Việt Nam tương đương 200.000 (hai trăm ngàn) đô la Mỹ.

6. Người đại diện theo pháp luật của doanh nghiệp: Ông TETSUYA YOSHIDA; sinh ngày 02 tháng 6 năm 1964; quốc tịch Nhật Bản; hộ chiếu số TZ 0730719; cấp ngày 24 tháng 8 năm 2010; nơi cấp: Tổng lãnh sự quán Nhật Bản tại ; địa chỉ thường trú: 412-1-1-8 Miyahara-Cyo, Saitama, Japan, nơi ở hiện tại lô 152 B, khu chế xuất Linh Trung III, xã An Tịnh, huyện Trảng Bàng, tỉnh Tây Ninh; chức vụ: Tổng Giám đốc.

**Điều 2: Nội dung dự án đầu tư:**

1. Tên dự án đầu tư: TOWEL MUSEUM.

2. Địa điểm thực hiện dự án đồng thời là cơ sở bán lẻ thứ 1: Lô F12D, tầng 1, Trung tâm mua sắm Aeon - Bình Dương Canary, Đại lộ Bình Dương, phường Bình Hòa, thị xã Thuận An, tỉnh Bình Dương. Diện tích gian hàng sử dụng: 83,71m<sup>2</sup>.

3. Mục tiêu và quy mô của dự án:

- Mục tiêu: Thực hiện quyền xuất khẩu, quyền nhập khẩu, quyền phân phối bán buôn và quyền phân phối bán lẻ các hàng hóa có mã số HS 3923, 4202, 5802, 6116, 6117, 6209, 6211, 6214, 6215, 6216, 6302, 6304, 6307, 6405, 6505, và 9404 theo quy định của pháp luật Việt Nam.

- Quy mô: Doanh thu dự kiến 190.000 đô la Mỹ/năm.

4. Tổng vốn đầu tư: 10.623.000.000 (mười tỷ sáu trăm hai mươi ba triệu) đồng Việt Nam tương đương 500.000 (năm trăm ngàn) đô la Mỹ.

Trong đó vốn góp để thực hiện dự án là: 4.249.200.000 (bốn tỷ hai trăm bốn mươi chín triệu hai trăm ngàn) đồng Việt Nam tương đương 200.000 (hai trăm ngàn) đô la Mỹ.

Tiến độ góp vốn: 06 tháng kể từ ngày cấp Giấy chứng nhận đầu tư.

5. Thời hạn hoạt động của dự án là 37 (ba mươi bảy) năm, kể từ ngày được cấp Giấy chứng nhận đầu tư.

6. Tiến độ thực hiện dự án: đã hoạt động ổn định.

7. Doanh nghiệp phải đảm bảo các điều kiện và thực hiện các quy định đối với dự án đầu tư như sau:

- Doanh nghiệp có trách nhiệm chấp hành các quy định về giám sát và đánh giá đầu tư theo quy định số 113/NĐ-CP ngày 15/12/2009 của Chính phủ về giám sát đầu tư, Thông tư số 13/2010/TT-BKH ngày 02/6/2010 của Bộ Kế hoạch và Đầu tư quy định về mẫu báo cáo giám sát, đánh giá đầu tư. Cơ quan Nhà nước có thẩm quyền không thực hiện việc điều chỉnh dự án đầu tư/ Giấy chứng nhận đầu tư trong trường hợp doanh nghiệp/ Nhà đầu tư không thực hiện giám sát, đánh giá đầu tư thường kỳ theo quy định.

- Doanh nghiệp có trách nhiệm báo cáo định kỳ hàng tháng, hàng quý, hàng năm về Sở Kế hoạch và Đầu tư tỉnh Bình Dương các Biểu mẫu liên quan đến doanh nghiệp được quy định tại Thông tư số 04/2011/TT-BKHĐT ngày 30 tháng 3 năm 2011 của Bộ Kế hoạch và Đầu tư quy định hệ thống biểu mẫu báo cáo thống kê cơ sở áp dụng đối với doanh nghiệp Nhà nước, doanh nghiệp và dự án có vốn đầu tư trực tiếp nước ngoài.

- Đối với những ngành nghề thuộc lĩnh vực kinh doanh có điều kiện, doanh nghiệp chỉ được phép hoạt động sau khi cơ quan Nhà nước có thẩm quyền cấp phép, giấy tờ có giá trị tương đương hoặc có đủ điều kiện kinh doanh theo quy định.

- Danh mục hàng hóa thực hiện quyền nhập khẩu, quyền phân phối của doanh nghiệp phải chấp hành theo quy định tại Thông tư số 34/2013/TT-BCT ngày 24/12/2013 của Bộ Công thương về công bố lộ trình thực hiện hoạt động mua bán hàng hóa và các hoạt động liên quan trực tiếp đến mua bán hàng hóa của doanh nghiệp có vốn đầu tư nước ngoài tại Việt Nam; Nghị định số 12/2006/NĐ-CP ngày 23/01/2006 của Chính phủ quy định chi tiết thi hành Luật Thương mại về hoạt động mua bán hàng hóa quốc tế và các hoạt động đại lý mua, bán, gia công và quá cảnh hàng hóa với nước ngoài; Nghị định số 59/2006/NĐ-CP ngày 12/6/2006 và Nghị định số 43/2009/NĐ-CP ngày 07/5/2009 của Chính phủ quy định chi tiết Luật Thương mại về hàng hóa, dịch vụ cấm kinh doanh, hạn chế kinh doanh và kinh doanh có điều kiện và các văn bản pháp luật hiện hành liên quan đến hoạt động mua bán hàng hóa và các hoạt động liên quan trực tiếp đến mua bán hàng hóa theo quy định của cơ quan quản lý chuyên ngành.

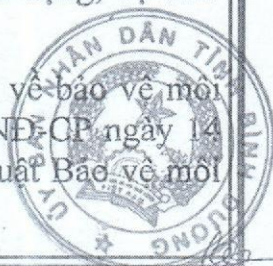
- Doanh nghiệp có trách nhiệm chấp hành các quy định của Luật Thương mại năm 2005 và các văn bản pháp luật có liên quan đến hoạt động mua bán hàng hóa và các hoạt động liên quan trực tiếp đến mua bán hàng hóa của doanh nghiệp có vốn đầu tư nước ngoài tại Việt Nam.

- Doanh nghiệp thực hiện quyền xuất khẩu, quyền nhập khẩu và quyền phân phối các sản phẩm nêu trên tuân thủ theo các điều kiện và thủ tục quy định tại Nghị định số 23/2007/NĐ-CP ngày 12/02/2007 của Chính phủ, Thông tư số 08/2013/TT-BCT ngày 22/4/2013 của Bộ Công thương và Thông tư số 34/2013/TT-BCT ngày 24/12/2013 của Bộ Công thương.

- Doanh nghiệp phải chấp hành các quy định của Thông tư số 04/2014/TT-BCT ngày 27 tháng 01 năm 2014 của Bộ Công thương hướng dẫn một số nội dung quy định tại Nghị định 187/2013/NĐ-CP ngày 20 tháng 11 năm 2013 của Chính phủ quy định chi tiết thi hành Luật Thương mại về hoạt động mua bán hàng hóa quốc tế và các hoạt động đại lý mua, bán, gia công và quá cảnh hàng hóa với nước ngoài.

- Doanh nghiệp phải tiến hành các thủ tục đăng ký hoạt động kho hàng (nếu có) với cơ quan Nhà nước quản lý về đầu tư tại các tỉnh, thành phố theo quy định của pháp luật hiện hành. Kho chứa các hàng hóa để thực hiện quyền xuất khẩu, quyền nhập khẩu, quyền phân phối phải đáp ứng các điều kiện về chứa hàng, đảm bảo an toàn phòng chống cháy nổ, an toàn lao động, vệ sinh môi trường theo đúng quy định.

- Nhà đầu tư có trách nhiệm tuân thủ theo các quy định về bảo vệ môi trường của Luật Bảo vệ môi trường và Nghị định số 19/2015/NĐ-CP ngày 14 tháng 02 năm 2015 của Chính phủ quy định chi tiết thi hành Luật Bảo vệ môi trường.





- Mức thuế thu nhập, thời gian miễn giảm thuế thu nhập doanh nghiệp theo quy định của Luật Thuế thu nhập doanh nghiệp số 14/2008/QH12, được Quốc hội thông qua ngày 03 tháng 6 năm 2008; Luật sửa đổi, bổ sung một số điều của Luật thuế thu nhập doanh nghiệp số 32/2013/QH13 ngày 19 tháng 6 năm 2013 và Nghị định số 218/2013/NĐ-CP ngày 26 tháng 12 năm 2013 của Chính phủ quy định chi tiết và hướng dẫn thi hành một số điều của Luật Thuế thu nhập doanh nghiệp.

- Doanh nghiệp được miễn thuế nhập khẩu đối với hàng hóa nhập khẩu theo quy định tại Luật Thuế xuất khẩu, thuế nhập khẩu số 45/2005/QH11 ngày 14 tháng 6 năm 2005 và Nghị định 87/2010/NĐ-CP ngày 13 tháng 8 năm 2010 của Chính phủ quy định chi tiết thi hành một số điều của Luật Thuế xuất khẩu, thuế nhập khẩu.

- Doanh nghiệp phải lưu ý áp dụng các biện pháp và phương án cụ thể đáp ứng các yêu cầu về phòng chống cháy nổ, an ninh trật tự và an toàn lao động tại địa điểm thực hiện dự án theo quy định của pháp luật hiện hành.

**Điều 3:**

Giấy chứng nhận đầu tư được lập thành 02 (hai) bản gốc; một bản cấp cho Doanh nghiệp, một bản lưu tại Ủy ban nhân dân tỉnh Bình Dương.

**CHỦ TỊCH**



**Trần Văn Nam**

T.N.H.H.