

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

**BẢN CÔNG BỐ HỢP QUY**

Số: 3702338846/ TOWEL MUSEUM-5 /0100773892

**SỞ CÔNG THƯƠNG BÌNH DƯƠNG**  
Số:..... VP Sở  
Ngày nhận:..... 08 / 7 / 2019 .....

Ngày trả:..... / ..... 20.....

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

Địa chỉ: 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

Điện thoại: 0972 876 233

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 quy 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: VNMT19027313 ngày 20 tháng 06 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 03 tháng 07 năm 2019

Đại diện Tổ chức, cá nhân

(Ký tên, chức vụ, đóng dấu)



**TỔNG GIÁM ĐỐC**  
**TETSUYA YOSHIDA**

Tổng số lượng lô hàng	6606 sản phẩm
Tổng số mã sản phẩm	32
Số lô hàng:	TOWEL MUSEUM-5

**DANH MỤC SẢN PHẨM DỆT MAY ĐĂNG KÝ 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)	Kích thước (Size)	TỔNG	Đơn vị tính	Nhãn hiệu	Xuất xứ	Nhóm sản phẩm
1	Khăn tắm OHARA hàng A	BBT	P, LP	100% COTTON	80cm x 150cm	15	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
2	Khăn tắm OHARA hàng A	BT	B, P, G, PP	100% COTTON	60cm x 120cm	66	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
3	Khăn mặt OHARA hàng A	FT	P, BE, PP, G, Y, GY, B	100% COTTON	34cm x 70cm	253	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
4	Khăn tay OHARA hàng A	WT	G, P	100% COTTON	34cm x 35cm	5	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
5	Khăn tắm TMC hàng A	BBT	BR	100% COTTON	80cm x 150cm	2	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
6	Khăn tắm TMC hàng A	BT	PP, G, BR, B, P	100% COTTON	60cm x 120cm	35	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
7	Khăn mặt TMC hàng A	FT	BR, B, P	100% COTTON	34cm x 70cm	63	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
8	Khăn tay TMC hàng A	WT	PP, G, BR, B, P	100% COTTON	34cm x 35cm	69	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
9	Khăn tay TMC hàng A	MHT	PP, G, BR, B, P, BE	100% COTTON	25cm x 25cm	55	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
10	Khăn tắm KARA BAREDDO hàng A	BT	OR, Y, B, W, R, PP, P, OG, LB, GR, NB	100% COTTON	60cm x 120cm	206	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
11	Khăn mặt KARA BAREDDO hàng A	FT	OR, Y, B, W, R, PP, P, OG, LB, GR, NB, BK	100% COTTON	34cm x 70cm	994	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
12	Khăn tay KARA BAREDDO hàng A	WT	OR, Y, B, W, R, PP, P, OG, LB, GR, NB, BK	100% COTTON	34cm x 35cm	768	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
13	Khăn tắm BABY hàng A	BT	Y, P, B, G	100% COTTON	60cm x 120cm	61	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
14	Khăn mặt BABY hàng A	FT	Y, P, B, G, OR	100% COTTON	34cm x 70cm	395	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
15	Khăn tay BABY hàng A	WT	OR, Y, B, R, PP, P, G, LB, NV, BR	100% COTTON	34cm x 35cm	470	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
16	Khăn tay BABY hàng A	MHT	OR, Y, B, R, PP, P, G, LB, NV, BR, NB	100% COTTON	25cm x 25cm	440	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
17	Bao tay BABY hàng A	MTE	P, B	100% COTTON	10cm x 7 cm	27	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 1
18	Bao chân BABY hàng A	BC	P	100% COTTON	10cm x 9 cm	14	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 1
19	Yếm BABY (hàng A)	STAY	B, P, OR, PP, G, Y	100% COTTON	20cm x 22cm	219	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 1
20	Khăn tắm OUTLET ITEM (hàng B)	BT	Y, R, B, OR, GR, P, GY	100% COTTON	60cm x 120cm	281	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
21	Khăn mặt OUTLET ITEM (hàng B)	FT	Y, R, B, W, OR, GR, P, GY	100% COTTON	34cm x 70cm	672	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
22	Khăn tay OUTLET ITEM (hàng B)	WT	Y, R, B, W, OR, GR, P, GY	100% COTTON	34cm x 35cm	528	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
23	Khăn tay OUTLET ITEM (hàng B)	MHT	Y, R, B, OR, GR, P, GY	100% COTTON	25cm x 25cm	792	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 2

24	Yếm OUTLET ITEM (hạng B)	STAY	R	100% COTTON	31cm x 23cm	35	Cái	TOWEL MUSEUM	VIỆT NAM	Nhóm 1
25	OUTLET SET (2BT, 2FT) (hạng B)	B2F2	Y,R,B,W,OR,GR,P,BK,NV,GY	100% COTTON	60cm x 120cm 34cm x 70cm	16	Bộ	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
26	OUTLET SET (2BT, 4FT) (hạng B)	B2F4	Y,R,B,W,OR,GR,P,BK,NV,GY	100% COTTON	60cm x 120cm 34cm x 70cm	13	Bộ	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
27	OUTLET SET (2BT, 4FT, 2WT) (hạng B)	B2F4W2	Y,R,B,W,OR,GR,P,BK,NV,GY	100% COTTON	60cm x 120cm 34cm x 70cm 25cm x 25cm	23	Bộ	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
28	OUTLET SET (6FT) (hạng B)	FT6	Y,R,B,W,OR,GR,P,BK,NV,GY	100% COTTON	34cm x 70cm	1	Bộ	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
29	OUTLET SET (3BT) (hạng B)	BT3	Y,R,B,W,OR,GR,P,BK,NV,GY	100% COTTON	60cm x 120cm	13	Bộ	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
30	Khăn tắm hạng C (bt), 1 bộ = 1kgs	BT	Y,R,B,W,OR,GR,P,BK,NV,GY	100% COTTON	60cm x 120cm	5	Bộ	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
31	Khăn mặt hạng C (ft), 1 bộ = 1kgs	FT	Y,R,B,W,OR,GR,P,BK,NV,GY	100% COTTON	34cm x 70cm	68	Bộ	TOWEL MUSEUM	VIỆT NAM	Nhóm 2
32	Khăn tay hạng C (wt), 1 bộ = 1kgs	WT	Y,R,B,W,OR,GR,P,BK,NV,GY	100% COTTON	34cm x 35cm	2	Bộ	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

Đại diện công ty xác nhận  
(Ký ghi rõ họ tên & đóng dấu)





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, 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 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, estimate and other material prepared by Intertek in the course of providing the Services 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 the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

**3. INTERTEK'S WARRANTIES**

- 3.1 Intertek warrants 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.
- 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 type of any warranty provided.

**4. CLIENT WARRANTIES AND OBLIGATIONS**

- 4.1 The Client represents and warrants to Intertek:
  - (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 relating to the Client and its (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 terms of 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 access to 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 lost, destroyed or otherwise damaged in the course of the 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's personnel in relation to the testing process;
  - (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 instruments, materials, 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 Intertek be responsible for 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 released from the Agreement and not 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 clearances 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 in connection with the Agreement is prohibited 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 that Intertek may, in the course of providing the Services, create and invent 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 requires access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data.

**7. CONFIDENTIALITY**

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

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

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

**8. AMENDMENT**

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

**9. FORCE MAJEURE**

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

**10. LIMITATIONS AND EXCLUSIONS OF LIABILITY**

- 10.1 Neither party excludes or limits liability to the other party:
  - (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
  - (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
  - (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
  - (d) loss of or damage to goodwill or reputation;
  - (e) loss of anticipated savings;
  - (f) cost or expenses incurred in relation to making a product recall;
  - (g) loss of use or corruption of software, data or information; or
  - (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this Clause 10) must be made within ninety (90) days after the Client becomes aware of the event or circumstance 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) 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 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 or suits arising as a result of any 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 or administrator 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 the 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**
  - 16.1.1 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 constitute a diminution of the obligations established by this Agreement. A waiver of any breach 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 contract or other assurance given by or on behalf of the other party (including any representation, warranty, collateral contract or other assurance) 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.
  - 16.4.3 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.5 **Third Party Rights**
  - 16.5.1 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.6 **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 as each case 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: VNMT19027313

Chứng từ	Số	Ngày ban hành
Tờ khai nhập khẩu	-	-
Vận đơn	-	-
Hóa đơn (Invoice)	-	-
Hợp đồng	-	-
Lô hàng	TOWEL MUSEUM-4	-

### THÔNG TIN CHI TIẾT LÔ HÀNG:

Số TT	Tên Sản Phẩm Dệt May	Mã Sản Phẩm (Ký Hiệu, Kiểu Loại)	Nhãn Hiệu	Xuất Xứ	Màu Sắc	Chất Liệu (Thành Phần Sợi)	Số Lượng (cái/ bộ)	Kích Thước	Nhóm Sản Phẩm
1	Khăn tắm OHARA hạng A	BBT	TOWEL MUSEUM	VIỆT NAM	P, LP	100% COTTON	15	80cm x 150cm	Nhóm 2
2	Khăn tắm OHARA hạng A	BT	TOWEL MUSEUM	VIỆT NAM	B, P, G, PP	100% COTTON	66	60cm x 120cm	Nhóm 2
3	Khăn mặt OHARA hạng A	FT	TOWEL MUSEUM	VIỆT NAM	P, BE, PP, G, Y, GY, B	100% COTTON	253	34cm x 70cm	Nhóm 2
4	Khăn tay OHARA hạng A	WT	TOWEL MUSEUM	VIỆT NAM	G, P	100% COTTON	5	34cm x 35cm	Nhóm 2
5	Khăn tắm TMC hạng A	BBT	TOWEL MUSEUM	VIỆT NAM	BR	100% COTTON	2	80cm x 150cm	Nhóm 2
6	Khăn tắm TMC hạng A	BT	TOWEL MUSEUM	VIỆT NAM	PP, G, BR, B, P	100% COTTON	35	60cm x 120cm	Nhóm 2
7	Khăn mặt TMC hạng A	FT	TOWEL MUSEUM	VIỆT NAM	BR, B, P	100% COTTON	63	34cm x 70cm	Nhóm 2
8	Khăn tay TMC hạng A	WT	TOWEL MUSEUM	VIỆT NAM	PP, G, BR, B, P	100% COTTON	69	34cm x 35cm	Nhóm 2
9	Khăn tay TMC hạng A	MHT	TOWEL MUSEUM	VIỆT NAM	PP, G, BR, B, P, BE	100% COTTON	55	25cm x 25cm	Nhóm 2
10	Khăn tắm KARA BAREDDO hạng A	BT	TOWEL MUSEUM	VIỆT NAM	OR, Y, B, W, R, PP, P, OG, LB, GR, NB	100% COTTON	206	60cm x 120cm	Nhóm 2



= 17 - ÔI WH ET LY =



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;
- (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 that 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 that 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.
- 2.6 The Client acknowledges that 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.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

**3. INTERTEK'S WARRANTIES**

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

**4. CLIENT WARRANTIES AND OBLIGATIONS**

- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person;
- (c) that any information 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 in any manner it sees fit on the basis of such Report. Neither Intertek nor any of its officers, employees, agents or sub-contractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Report.
- 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; and that Intertek shall be entitled to use, copy, reproduce, store, disseminate or destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- (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 wires;
- (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 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 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 hereon 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 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 its 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 materials 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 operate its 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.

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) 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;
- (d) failures of utility 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 listed above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

**10. LIMITATIONS AND EXCLUSIONS OF LIABILITY**

- 10.1 Neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- (d) loss of or damage to goodwill or reputation;
- (e) loss of anticipated savings;
- (f) cost or expenses incurred in relation to making a product recall;
- (g) loss of use or corruption of software, data or information; or
- (h) any indirect, consequential loss or other 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 and sub-contractors;
- (c) the breach of or non-compliance with the Client of any of its obligations set out in Clause 4 above;
- (d) claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

**12. INSURANCE POLICIES**

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

**13. TERMINATION**

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

**14. ASSIGNMENT AND SUB-CONTRACTING**

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

**15. GOVERNING LAW AND DISPUTE RESOLUTION**

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

**16. MISCELLANEOUS**

- Severability**
- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid provision or provisions. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- No partnership or agency**
- 16.2 Nothing in this Agreement shall constitute or be construed as creating 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 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.

11	Khăn mặt KARA BAREDDO hạng A	FT	TOWEL MUSEUM	VIỆT NAM	OR, Y, B, W, R, PP, P, OG, GR, NB, BK	100%COTTON	994	34cm x 70cm	Nhóm 2
12	Khăn tay KARA BAREDDO hạng A	WT	TOWEL MUSEUM	VIỆT NAM	OR, Y, B, W, R, PP, P, OG, LB, GR, NB, BR, BK	100%COTTON	768	34cm x 35cm	Nhóm 2
13	Khăn tắm BABY hạng A	BT	TOWEL MUSEUM	VIỆT NAM	Y, P, B, G	100%COTTON	61	60cm x 120cm	Nhóm 2
14	Khăn mặt BABY hạng A	FT	TOWEL MUSEUM	VIỆT NAM	Y, P, B, G, OR	100%COTTON	395	34cm x 70cm	Nhóm 2
15	Khăn tay BABY hạng A	WT	TOWEL MUSEUM	VIỆT NAM	OR, Y, B, R, PP, P, G, LB, NV, BR	100%COTTON	470	34cm x 35cm	Nhóm 2
16	Khăn tay BABY hạng A	MHT	TOWEL MUSEUM	VIỆT NAM	OR, Y, B, R, PP, P, G, LB, NV, BR, NB	100%COTTON	440	25cm x 25cm	Nhóm 2
17	Bao tay BABY hạng A	MTE	TOWEL MUSEUM	VIỆT NAM	P, B	100%COTTON	27	10cm x 7 cm	Nhóm 1
18	Bao chân BABY hạng A	BC	TOWEL MUSEUM	VIỆT NAM	P	100%COTTON	14	10cm x 9 cm	Nhóm 1
19	Yếm BABY (hạng A)	STAY	TOWEL MUSEUM	VIỆT NAM	B, P, OR, PP, G, Y	100%COTTON	219	20cm x 22cm	Nhóm 1
20	Khăn tắm OUTLET ITEM (hạng B)	BT	TOWEL MUSEUM	VIỆT NAM	Y, R, B, OR, GR, P, GY	100%COTTON	281	60cm x 120cm	Nhóm 2
21	Khăn mặt OUTLET ITEM (hạng B)	FT	TOWEL MUSEUM	VIỆT NAM	Y, R, B, W, O R, GR, P, GY	100%COTTON	672	34cm x 70cm	Nhóm 2
22	Khăn tay OUTLET ITEM (hạng B)	WT	TOWEL MUSEUM	VIỆT NAM	Y, R, B, W, O R, GR, P, GY	100%COTTON	528	34cm x 35cm	Nhóm 2
23	Khăn tay OUTLET ITEM (hạng B)	MHT	TOWEL MUSEUM	VIỆT NAM	Y, R, B, OR, GR, P, GY	100%COTTON	792	25cm x 25cm	Nhóm 2
24	Yếm OUTLET ITEM (hạng B)	STAY	TOWEL MUSEUM	VIỆT NAM	R	100%COTTON	35	31cm x 23cm	Nhóm 1
25	OUTLET SET (2BT, 2FT) (hạng B)	B2F2	TOWEL MUSEUM	VIỆT NAM	Y, R, B, W, O R, GR, P, BK , NV, GY	100%COTTON	16	60cm x 120cm 34cm x 70cm	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:

- Agreement means this agreement entered into between Intertek and the Client;
- Charges shall have the meaning given in Clause 5.1;
- 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 or 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;
- Intellectual Property Rights means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights whatsoever existing;
- Report(s) shall have the meaning as set out in Clause 2.3 below;
- Services means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
- Proposal means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- The headings in this Agreement do not affect its interpretation.

## 2. THE SERVICES

- 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.
- In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 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 confidential for the Client's use and benefit.
- 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.
- The Client acknowledges and agrees that any Services provided and/or Reports provided 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 data provided to Intertek in a timely manner sufficient to enable Intertek to perform the Services.
- 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.
- 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

- Intertek warrants exclusively to the Client:
  - 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;
  - 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;
  - 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);
  - 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).
- 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.
- 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, 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

- The Client represents and warrants:
  - that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
  - that it is secure in the possession 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;
  - 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;
  - 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 after testing unless other 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
  - 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.
- In the event that the Services provided relate to any third party, the Client shall cause any third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- The Client further agrees:
  - 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;
  - to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other data 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;
  - that it is responsible for the condition of the samples provided to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc.;
  - to provide instructions and feedback to Intertek in a timely manner;
  - 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;
  - 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;
  - 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;
  - 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;
  - 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;
  - to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
  - that it will 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;
  - 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
  - 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.
- 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

- 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).
- 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.
- 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.
- 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.
- 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.
- 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

- All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement shall transfer to Intertek any Intellectual Property Rights 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.
- 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.
- 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

- Where a party (the Receiving Party) obtains Confidential Information of the other party (the Disclosing Party) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clause 7.2 to 7.4:
  - 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
  - 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:

- to any legal advisers and statutory auditors that it has engaged for itself;
  - to any regulator having regulatory or supervisory authority over its business;
  - 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
  - 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.
- is or becomes public knowledge other than by breach of this Clause 7;
  - is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
  - 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 a duly authorised signatory of each party.

## 9. FORCE MAJEURE

- 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:
  - war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
  - natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning, explosions and fires;
  - any party who is a dispute, other than by any one or more employees of the affected party or of any supplier or agent of the affected party;
  - failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 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.
- A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
  - 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;
  - 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
  - continue to provide Services that remain unaffected by the Force Majeure Event.
- 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

- Neither party excludes or limits liability to the other party:
  - for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
  - for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- Subject to Clause 10.1, the maximum aggregate liability of Intertek in respect of, but 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.
- 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:
  - loss of profits;
  - loss of sales or business;
  - any indirect, consequential loss, punitive or special loss (even when advised of their possibility);
  - loss of or damage to goodwill or reputation;
  - loss of anticipated savings;
  - cost or expenses incurred in relation to making a product recall;
  - loss of use or corruption of software, data or information; or
  - any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 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

- 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:
  - any claim or suit by a 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;
  - claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person entity and arising in connection with or related to the Services provided by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
  - the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
  - any claims made by any third party for loss, damage or expense of whatsoever nature and whatsoever 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;
  - any claims or suits by a 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;
  - 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 Intertek (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- The obligations set out in this Clause 11 shall survive termination of this Agreement.

## 12. INSURANCE POLICIES

- 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.
- Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 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

- 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.
- This Agreement may be terminated by:
  - 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;
  - 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
  - either party if, within the period of 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.
- 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.
- Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

## 14. ASSIGNMENT AND SUB-CONTRACTING

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

## 15. GOVERNING LAW AND DISPUTE RESOLUTION

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

## 16. MISCELLANEOUS

### Severability

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

### No partnership or agency

16.2 Nothing in this Agreement shall constitute or be construed as creating a partnership, joint venture, 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.

### 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.

26	OUTLET SET (2BT, 4FT) (hạng B)	B2F4	TOWEL MUSEUM	VIỆT NAM	Y,R,B,W,O R,GR,P,BK ,NV,GY	100%COTTON	13	60cm x 120cm 34cm x 70cm	Nhóm 2
27	OUTLET SET (2BT, 4FT, 2WT) (hạng B)	B2F4W2	TOWEL MUSEUM	VIỆT NAM	Y,R,B,W,O R,GR,P,BK ,NV,GY	100%COTTON	23	60cm x 120cm 34cm x 70cm 25cm x25 cm	Nhóm 2
28	OUTLET SET (6FT) (hạng B)	FT6	TOWEL MUSEUM	VIỆT NAM	Y,R,B,W,O R,GR,P,BK ,NV,GY	100%COTTON	1	34cm x 70cm	Nhóm 2
29	OUTLET SET (3BT) (hạng B)	BT3	TOWEL MUSEUM	VIỆT NAM	Y,R,B,W,O R,GR,P,BK ,NV,GY	100%COTTON	13	60cm x 120cm	Nhóm 2
30	Khăn tắm hạng C (bt), 1 bộ = 1kgs	BT	TOWEL MUSEUM	VIỆT NAM	Y,R,B,W,O R,GR,P,BK ,NV,GY	100%COTTON	5	60cm x 120cm	Nhóm 2
31	Khăn mặt hạng C (ft), 1 bộ = 1kgs	FT	TOWEL MUSEUM	VIỆT NAM	Y,R,B,W,O R,GR,P,BK ,NV,GY	100%COTTON	68	34cm x 70cm	Nhóm 2
32	Khăn tay hạng C (wt), 1 bộ = 1kgs	WT	TOWEL MUSEUM	VIỆT NAM	Y,R,B,W,O R,GR,P,BK ,NV,GY	100%COTTON	2	34cm x 35cm	Nhóm 2



H  
T  
Y  
C  
E  
R  
F  
O  
R  
M  
V  
2  
P  
T  
7



These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek (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: (i) is disclosed pursuant to, or in the course of, the Services pursuant to, this Agreement; and (ii) is disclosed in writing, electronically, visually, orally or otherwise however and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (iii) is information, however disclosed, which would reasonably be considered to be confidential by the receiving party;
  - (d) **Intellectual Property** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights whatsoever existing;
  - (e) **Reports** 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 invoice and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes and other materials 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 of services performed (**Reports**) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that in providing the Services Intertek is obliged to deliver a Report to a third party. Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation of the Client understands that reliance on any Reports issued by Intertek is limited to the facts and circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions, or in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek nor any of its officers, employees, agents or sub-contractors 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 abrogate, 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(i);
  - (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 warrants and warrants to Intertek:
  - (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
  - (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
  - (c) that any information, samples or other related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate, representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
  - (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, 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 of 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 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 or lost, and Intertek, its agents, sub-contractors and employees, shall not be held liable for any loss or damage to such samples and 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 instructions, 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 Intertek or any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
  - (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be liable for breach of this Agreement not 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 the relevant bank in the relevant currency.

**6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION**

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

**7. CONFIDENTIALITY**

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

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

**8. AMENDMENT**

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

**9. FORCE MAJEURE**

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
  - (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
  - (b) any natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning, explosions and fires, strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
  - (c) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 In the event 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 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 the claim, or in any circumstances giving rise to a 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, in contract or in tort or in connection with the Services, arising out of or in connection with:
  - (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
  - (b) claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
  - (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
  - (d) any claims made by any third party for loss, damage or expense of whatsoever nature and whatsoever 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 consents 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 at all; 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 the Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

**14. ASSIGNMENT AND SUB-CONTRACTING**

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

**15. GOVERNING LAW AND DISPUTE RESOLUTION**

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

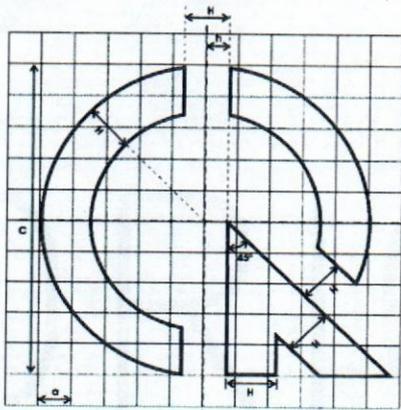
**16. MISCELLANEOUS**

- 16.1 **Severability**
  - (a) If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect 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 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 constitute a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 16.5 **Whole Agreement**
  - (a) This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
  - (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 in connection with 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.
- 16.6 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.7 **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.
  - (b) **Further Assurance**
    - (i) 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: VNMT19027313
- 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.



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

**1. INTERPRETATION**

- 1.1 In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:
  - (a) **Agreement** means this agreement entered into between Intertek and the Client;
  - (b) **Charges** shall have the meaning given in Clause 5.1;
  - (c) **Confidential Information** means information in whatever form or manner presented which: (i) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (ii) is disclosed in writing, electronically, visually, orally or otherwise however and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (iii) is information, however disclosed, which would reasonably be considered to be confidential by the receiving party;
  - (d) **Intellectual Property** means copyrights, trademarks (registered or unregistered), patents, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing
  - (e) **Reports** shall have the meaning as set out in Clause 2.3 below;
  - (f) **Services** means the services set out in the 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 or affidavits or 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 to have provided 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 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, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

**3. INTERTEK'S WARRANTIES**

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

**4. CLIENT WARRANTIES AND OBLIGATIONS**

- 4.1 The Client represents and warrants:
  - (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
  - (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
  - (c) that any information, samples or other related documents (including but not limited to any Reports) provided 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 at 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 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 the subject of testing at all other warranties, conditions and other terms implied by statute or common law; and
  - (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
  - (d) to provide 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 shall 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 a 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 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 all freight or delivery charges, including any testing, sampling or other charges.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per cent per annum above the base rate from time to time of HSBC Bank in the relevant currency.

**6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION**

- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party. Nothing in this Agreement is intended to transfer any Intellectual Property Rights from either party to the other.
- 6.2 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, Intertek shall implement 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, the Receiving Party shall:
  - (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information; and
  - (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
  - (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.

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

- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the 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;
- (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, tsunamis, floods and/or lightning, explosions and fires;
  - (c) strikes and labour disputes, other than 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, the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
  - (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
  - (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
  - (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

**10. LIMITATIONS AND EXCLUSIONS OF LIABILITY**

- 10.1 Neither party excludes or limits liability to the other party:
  - (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
  - (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this Agreement or any matter arising out of or in connection with the Services to be provided in accordance with this Agreement shall be the amount of Charges due by the Client to Intertek under this Agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
  - (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
  - (d) loss of or damage to goodwill or reputation;
  - (e) loss of anticipated savings;
  - (f) cost of 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 date of the event giving rise to the 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, in whole or in part, from 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 (including but not limited to any trademark) 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, purpose, non-performance or non-fulfilment 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 loss to 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 commits a 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 when requested for payment;
  - (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 In the event of termination 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 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.
- Non 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 these transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
  - 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party in connection with the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
  - 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- Third Party Rights**
  - 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- Further Assurance**
  - 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

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

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

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

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

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

**3. Điều khoản chung:**

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





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 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) Reports 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 that such use is intended.
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 to Intertek for the purpose 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 the 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, 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 the Agreement. No performance, deliverable, or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
(a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
(b) that it is secure in the 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 the Client will ensure that the Services are 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;
(d) that it is responsible for ensuring that all 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 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 that the Services are to be provided;
(g) prior to Intertek attending the premises, 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 transaction;
(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 (such consent not to be unreasonably withheld) in each instance; and
(n) that any and all certification 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 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 (including its affiliated companies or subsidiaries) of the name "Intertek" or any of Intertek's trademarks or brand names for any reason must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
6.6 Intertek shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the Data Protection Act 1998. To the extent that Intertek processes or gets access to personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data).

7. CONFIDENTIALITY

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

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

8. AMENDMENT

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

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
(a) 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/or 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) 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 and sub-contractors;
(c) any claims or suits for 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 for alleged breach by the Client of any of its obligations set out in Clause 4 above;
(f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.

12. INSURANCE POLICIES

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

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
13.2 This Agreement may be terminated by:
(a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
(b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
(c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to a liquidation 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
16.1.1 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 or provisions. The invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
16.2 No partnership or agency
16.2.1 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 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
16.5.1 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.
16.6 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
16.8.1 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
16.9 Further Assurance
16.9.1 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.

**QUYẾT ĐỊNH CẤP CHỨNG NHẬN HỢP QUY**

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

QCVN 01/2017/BCT

Ngày: 20/06/2019

**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	20/06/2019	VNMT19027313
<input checked="" type="checkbox"/> Phiếu xem xét đánh giá hồ sơ chứng nhận sản phẩm Thẩm định cấp chứng nhận	20/06/2019	VNMT19027313
<input checked="" type="checkbox"/> Đơn đăng ký chứng nhận	13/06/2019	606
<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	20/06/2019	VNMT19027313
<input checked="" type="checkbox"/> Danh mục sản phẩm phù hợp QCVN 01/2017/BCT (Phụ lục giấy chứng nhận)	20/06/2019	VNMT19027313

**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.





# Intertek General Terms and Conditions of Services

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

## 1. INTERPRETATION

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

## 2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes and other documents 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 to have agreed 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 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 its 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 abrogate, 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 warranty, 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 contained in any related documents (including its agents, sub-contractors and employees) is, true, accurate, representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
  - (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples at the Client's cost, and Intertek shall not be liable for any such destruction;
  - (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
  - (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
  - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, 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 or lost in the course of testing, and Intertek shall not be liable for such loss 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 of any applicable laws or regulations 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 internally;
  - (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 liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

## 5. CHARGES, INVOICING AND PAYMENT

- 5.1 The Client shall pay Intertek the charges set out in the Proposal, if applicable, or as otherwise contemplated for provision of the Services (the Charges).
- 5.2 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, on the issue by Intertek of a valid invoice.
- 5.3 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.4 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.5 Intertek shall invoice the Client for the Charges and expenses, if any. The Client shall pay each invoice within thirty (30) days of receiving it.
- 5.6 If any invoice is not paid on the due date for payment, Intertek shall have the right to charge, and the Client shall pay, interest on the unpaid amount at the applicable rate of 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 must be prior approved in writing by Intertek. Any other use of Intertek's trademarks or brand names is strictly prohibited and Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Intertek shall provide certifications 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 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 Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
  - (b) is or becomes public knowledge other than by breach of this Clause 7;
  - (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its use or disclosure;
  - (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given 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 or 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) whatsoever cause, including but not limited to, 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 Notwithstanding Clause 9.1, 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) notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
  - (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
  - (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

## 10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

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

## 11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors 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, or 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, non-performance or non-availability 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 or suits for the negligence or other breach of any contract or 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 embargement takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of the 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 be permitted to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/or sub-contractors when necessary, Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.

## 15. GOVERNING LAW AND DISPUTE RESOLUTION

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

## 16. MISCELLANEOUS

- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of the Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 Nothing in this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not constitute a diminution of the obligations established by this Agreement. A waiver or remedy shall not constitute a waiver of any subsequent breach.
- 16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and 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 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.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

BAN QUẢN LÝ KHU KINH TẾ TỈNH TÂY NINH



# GIẤY CHỨNG NHẬN ĐĂNG KÝ ĐẦU TƯ



MÃ SỐ DỰ ÁN:..... 8712384844.....

NGÀY CẤP:..... 09/11/2016.....



**GIẤY CHỨNG NHẬN ĐĂNG KÝ ĐẦU TƯ**

Mã số dự án: 8712384841

Cấp phép lần đầu: ngày 01 tháng 9 năm 2005  
(GPĐT số 79/GP-KCN-TNh)

Chứng nhận đăng ký lại: ngày 04 tháng 4 năm 2007  
(số 452043000027)

Chứng nhận thay đổi lần thứ 1: ngày 16 tháng 01 năm 2008

Chứng nhận thay đổi lần thứ 2: ngày 10 tháng 10 năm 2008

Chứng nhận thay đổi lần thứ 3: ngày 24 tháng 8 năm 2009

Chứng nhận thay đổi lần thứ 4: ngày 06 tháng 10 năm 2009

Chứng nhận thay đổi lần thứ 5: ngày 18 tháng 5 năm 2011

Chứng nhận thay đổi lần thứ 6: ngày 05 tháng 6 năm 2012

Chứng nhận thay đổi lần thứ 7: ngày 14 tháng 5 năm 2013

Chứng nhận thay đổi lần thứ 8: ngày 13 tháng 02 năm 2015

Chứng nhận thay đổi lần thứ 9: ngày 27 tháng 6 năm 2016

Chứng nhận thay đổi lần thứ 10: ngày 09 tháng 11 năm 2016

Căn cứ Luật Đầu tư số 67/2014/QH13 ngày 26 tháng 11 năm 2014;

Căn cứ Nghị định số 118/2015/NĐ-CP ngày 12/11/2015 của Chính phủ quy định chi tiết và hướng dẫn thi hành một số điều của Luật Đầu tư;

Căn cứ Quyết định số 200/QĐ-TTg ngày 11 tháng 02 năm 2011 của Thủ tướng Chính phủ về việc thành lập Ban quản lý Khu kinh tế tỉnh Tây Ninh;

Căn cứ Quyết định số 10/2016/QĐ-UBND ngày 13 tháng 4 năm 2016 của Ủy ban nhân dân tỉnh Tây Ninh về việc Ban hành Quy định chức năng, nhiệm vụ, quyền hạn và cơ cấu tổ chức của Ban Quản lý Khu kinh tế tỉnh Tây Ninh;

Căn cứ Giấy chứng nhận đầu tư số 8712384841 chứng nhận thay đổi lần thứ: 9: ngày 27 tháng 6 năm 2016;

Căn cứ bản đề nghị điều chỉnh Giấy chứng nhận đăng ký đầu tư và hồ sơ kèm theo do CÔNG TY TNHH ICHIIHIRO VIỆT NAM nộp ngày 03 tháng 11 năm 2016.

**BAN QUẢN LÝ KHU KINH TẾ TỈNH TÂY NINH**

Chứng nhận:

Dự án đầu tư NHÀ MÁY SẢN XUẤT, GIA CÔNG HÀNG DỆT, HÀNG MAY MẶC ICHIIHIRO VIỆT NAM mã số Giấy chứng nhận đầu tư 8712384841, do Ban quản lý khu kinh tế tỉnh Tây Ninh chứng nhận thay đổi lần thứ: 9 ngày 27 tháng 6 năm 2016; được đăng ký điều chỉnh bổ sung mặt hàng thực hiện quyền kinh doanh xuất nhập khẩu của dự án.

Các nhà đầu tư:

1. OHARA CO., LTD; Giấy chứng nhận đăng ký thành lập số 0104-01-052235 cấp ngày 01/7/1939 tại Nhật Bản; trụ sở đăng ký tại 3-19-1 Shirogane-dai, Minato-ku, Tokyo, Japan.

Điện thoại: 0357915101 Fax: 0357915103 Email: ohara-towel.co.jp

Đại diện bởi: Ông ITSUHIRO OCHI; sinh ngày 23/12/1942; quốc tịch Nhật Bản; hộ chiếu số TH0057573 cấp ngày 23/3/2006, tại Nhật Bản; địa chỉ thường trú tại 3-5-33 Go-Honcho, Imabari-shi, Ehime, Prefecture, Japan; chỗ ở hiện nay tại 3-5-33 Go-Honcho, Imabari-shi, Ehime, Prefecture, Japan; chức vụ: Chủ tịch Hội đồng quản trị.

Điện thoại: 0357915101 Fax: 0357915103 Email: art@ichihiro.co.jp

2. ICHIHURO CO., LTD; Giấy chứng nhận đăng ký thành lập số 5004-01-000130 cấp ngày 04/01/1974 tại Nhật Bản; trụ sở đăng ký tại 4-1-6 Hacchonishi, Imabari-shi, Ehime-ken 794-0826, Japan.

Đại diện bởi: Ông ITSUHIRO OCHI; sinh ngày 23/12/1942; quốc tịch Nhật Bản; hộ chiếu số TH0057573 cấp ngày 23/3/2006, tại Nhật Bản; địa chỉ thường trú tại 3-5-33 Go-Honcho, Imabari-shi, Ehime, Prefecture, Japan; chỗ ở hiện nay tại 3-5-33 Go-Honcho, Imabari-shi, Ehime, Prefecture, Japan; chức vụ: Chủ tịch Hội đồng quản trị.

Điện thoại: 0357915101 Fax: 0357915103 Email: art@ichihiro.co.jp

Đăng ký thực hiện dự án đầu tư với nội dung như sau:

**Điều 1: Nội dung dự án đầu tư.**

1. Tên dự án đầu tư: NHÀ MÁY SẢN XUẤT, GIA CÔNG HÀNG DỆT, HÀNG MAY MẶC ICHIHURO VIỆT NAM.

2. Mục tiêu dự án:

- Mục tiêu 1: Sản xuất và gia công hàng dệt, hàng may mặc.
- Mục tiêu 2: Thực hiện quyền xuất khẩu, quyền nhập khẩu.

Doanh nghiệp được thành lập để thực hiện dự án đầu tư này được áp dụng quy định doanh nghiệp chế xuất.

3. Quy mô dự án:

- Sản xuất và gia công hàng dệt, hàng may mặc quy mô 12.000.000 sản phẩm/năm.

- Thực hiện quyền xuất khẩu, quyền nhập khẩu đối với: Các sản phẩm dệt, may mặc gồm: các loại khăn (tắm, mặt, tay) mã HS 6302.60, khăn tay mã HS 6213.20, khăn choàng cổ mã HS 6214.90, áo choàng tắm mã HS 6208.91, khăn choàng tóc mã HS 6117.80, mũ (nón) mã HS 6505.90, tạp dề mã HS 6211.42, túi xách mã HS 4202.92, khăn trải bàn mã HS 6302.51, 6302.59, khăn lót (ly, đĩa, tô, chén, đĩa) mã HS 6302.51, 6302.59, Găng tay mã HS 6216.00. Nguyên liệu, phụ liệu dệt, may mặc gồm: các loại sợi, vải, chỉ, nút, dây viền, ren, dây trang trí, dây luồn, giấy trang trí, hộp giấy gói quà, bao OPP, bao PE, hạt trang trí, móc khóa khoen, dây kéo, nhãn. Thùng, hộp và vỏ chứa bằng giấy sóng hoặc bìa sóng mã HS 4819.10.00, giấy hoặc bìa được làm chủ yếu bằng bột giấy thu được từ quá trình cơ

học mã HS 4707.30.004. Túi xách giấy mã HS 48194000; mặt hàng hộp giấy không có sọng mã HS 48192000.

4. Địa điểm thực hiện dự án: Lô 103, 104 đường B, Khu chế xuất và công nghiệp Linh Trung III, xã An Tịnh, huyện Trảng Bàng, tỉnh Tây Ninh.

5. Diện tích mặt đất: 19.489,20 m<sup>2</sup>.

6. Tổng vốn đầu tư của dự án: 416.000.000.000 (bốn trăm mười sáu tỷ) VNĐ, tương đương 26.000.000 (hai mươi sáu triệu) USD.

Trong đó, vốn góp để thực hiện dự án 221.590.000.000 (Hai trăm hai mươi một tỷ năm trăm chín mươi triệu) VNĐ, tương đương 11.500.000 (mười một triệu, năm trăm nghìn) USD, chiếm tỷ lệ 44,23% tổng vốn đầu tư.

Giá trị, tỷ lệ và phương thức góp vốn như sau:

- OHARA CO., LTD: 40.000.000.000 (bốn mươi tỷ) VNĐ, tương đương 2.500.000 (hai triệu năm trăm nghìn) USD, bằng tiền mặt: 2.050.000 (hai triệu không trăm năm mươi nghìn) USD và bằng máy móc thiết bị: 450.000 USD (bốn trăm năm mươi nghìn) USD, chiếm 21.74% vốn góp.

- ICHIIHIRO CO., LTD: 181.590.000.000 (một trăm tám mươi một tỷ năm trăm chín mươi triệu) VNĐ, tương đương 9.000.000 (chín triệu) USD, bằng tiền mặt, chiếm 78.26% vốn góp.

Tiến độ góp vốn: Đã góp đủ.

7. Thời hạn hoạt động của dự án: là 47 (bốn mươi bảy) năm, 03 (ba) tháng, kể từ ngày 01 tháng 9 năm 2005.

8. Tiến độ thực hiện dự án đầu tư: chính thức hoạt động tháng 4 năm 2007.

## **Điều 2: Các ưu đãi, hỗ trợ đầu tư.**

### **1. Ưu đãi về thuế thu nhập doanh nghiệp:**

- Cơ sở pháp lý của ưu đãi: Luật Thuế thu nhập doanh nghiệp số 14/2008/QH12 ngày 03/6/2008; Luật sửa đổi bổ sung một số điều của Luật thuế thu nhập doanh nghiệp số 32/2013/QH13 ngày 19/6/2013; Luật sửa đổi, bổ sung một số điều của các Luật về thuế số 71/2014/QH13 ngày 26 tháng 11 năm 2014; Nghị định 218/2013/NĐ-CP ngày 26/12/2013 của Chính phủ quy định chi tiết thi hành Luật Thuế thu nhập.

#### Mục tiêu 1:

- Thuế thu nhập doanh nghiệp hàng năm bằng 10% (mười phần trăm) thu nhập chịu thuế trong 15 (mười lăm) năm kể từ khi dự án bắt đầu hoạt động; sau thời hạn nêu trên Thuế thu nhập doanh nghiệp được áp dụng theo quy định thuế suất hiện hành.

- Doanh nghiệp được miễn thuế thu nhập doanh nghiệp trong 04 (bốn) năm kể từ năm kinh doanh có thu nhập chịu thuế và giảm 50% (năm mươi phần trăm) trong 07 (bảy) năm tiếp theo.

#### Mục tiêu 2:

- Thuế thu nhập doanh nghiệp và ưu đãi miễn giảm thuế thu nhập doanh nghiệp áp dụng theo quy định của pháp luật hiện hành kể từ ngày 05 tháng 6 năm 2012.

- Điều kiện hưởng ưu đãi: Không.

**2. Ưu đãi về thuế nhập khẩu:**

- Doanh nghiệp được miễn thuế nhập khẩu đối với hàng hóa nhập khẩu theo quy định tại Điều 12 của Nghị định số 87/2010/NĐ-CP ngày 13 tháng 8 năm 2010 của Chính phủ quy định chi tiết thi hành Luật Thuế xuất khẩu, Thuế nhập khẩu.

- Điều kiện hưởng ưu đãi: Không

**3. Ưu đãi về miễn giảm tiền thuê đất:**

- Cơ sở pháp lý của ưu đãi: Không

- Điều kiện hưởng ưu đãi: Không

**4. Các hình thức hỗ trợ đầu tư (nếu có):**

**Điều 3: Các quy định đối với nhà đầu tư thực hiện dự án.**

1. Nhà đầu tư, tổ chức kinh tế phải làm thủ tục đăng ký cấp tài khoản sử dụng trên Hệ thống thông tin quốc gia về đầu tư nước ngoài theo quy định của pháp luật.

2. Nhà đầu tư, tổ chức kinh tế phải góp đủ vốn như tiến độ đăng ký theo quy định của pháp luật.

3. Đối với mục tiêu sản xuất đăng ký, Doanh nghiệp có trách nhiệm thực hiện thủ tục về bảo vệ môi trường để được cơ quan có thẩm quyền phê duyệt trước khi hoạt động sản xuất.

4. Doanh nghiệp phải tuân thủ các quy định về doanh nghiệp chế xuất tại Nghị định số 29/2008/NĐ-CP ngày 14 tháng 3 năm 2008 của Chính phủ quy định về khu công nghiệp, khu chế xuất và khu kinh tế; Nghị định số 164/2013/NĐ-CP ngày 12 tháng 11 năm 2013 của Chính phủ về sửa đổi, bổ sung một số điều của Nghị định số 29/2008/NĐ-CP ngày 14 tháng 3 năm 2008 của Chính phủ quy định về khu công nghiệp, khu chế xuất và khu kinh tế; Nghị định số 114/2015/NĐ-CP ngày 09 tháng 11 năm 2015 của Chính phủ sửa đổi, bổ sung Điều 21 Nghị định số 29/2008/NĐ-CP ngày 14 tháng 3 năm 2008 của Chính phủ quy định về khu công nghiệp, khu chế xuất và khu kinh tế và các văn bản pháp luật có liên quan đến doanh nghiệp chế xuất.

**Điều 4:** Giấy chứng nhận đăng ký đầu tư này có hiệu lực kể từ ngày ký và thay thế Giấy chứng nhận đầu tư số 8712384841 do Ban quản lý khu kinh tế tỉnh Tây Ninh chứng nhận thay đổi lần thứ: 9 ngày 27 ngày 6 tháng 2016.

**Điều 5.** Giấy chứng nhận đăng ký đầu tư này được lập thành 03 (ba) bản gốc; mỗi nhà đầu tư được cấp 01 (một) bản và 01 (một) bản lưu tại Ban Quản lý Khu kinh tế tỉnh Tây Ninh.

TRƯỞNG BAN



Kiều Công Minh

