



SỞ CÔNG THƯƠNG BÌNH DƯƠNG
Số: VP Số
Ngày nhận: 15/1/2019
Ngày trả: 1/2/2019

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

BÀN CÔNG BỐ HỢP QUY
Số: 3700234979 - T201908113 - VNMT 19036843

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)

Tổng số lượng lô hàng (cái)	5910
Tổng số mã sản phẩm	8
Số lô hàng	T201908113

STT	Tên Sản phẩm	Mã sản phẩm (Ký hiệu, kiểu loại)	Màu sắc	Chất liệu (thành phần sợi)	Kích thước (Size)	Số lượng	Nhãn hiệu	Xuất xứ	Nhóm sản phẩm
1	Áo lót nữ Comfort Touch WHP	16-8295	EP,04	75%polyamide,25%elastane	B75,B80,B85,C75,C80,C85	1680	TRUMPH	Việt Nam	2
2	Áo lót nữ Fiorale Bella W	11-1729	S3	53%polyester,39%polyamide,8%elastane	C80	40	TRUMPH	Việt Nam	2
3	Áo lót nữ Comfort Touch HP 01	11-1621	EP	70%polyamide,30%elastane	B75,B80,B85,C80,C85	870	TRUMPH	Việt Nam	2
4	Áo lót nữ SLOGGI WHP	16A1126	EP	90%polyester,10%elastane	A80,B80	1260	SLOGGI	Việt Nam	2
5	Áo lót nữ Simply Natural Basic HU	E003216	DK,WJ	76%cotton,10%polyester,8%polyamide,6%elastane	B75,B80,B85,C80	1000	TRUMPH	Việt Nam	2
6	Áo lót nữ Sloggi ZERO Feel Cotton Top	88-261	B9,04	47%cotton,28%elastane,25%polyamide	M,L	300	SLOGGI	Việt Nam	2
7	Quần lót nữ Fiorale Bella Hipster	87-2114	AY,S3	50%polyamide,27%polyester,16%elastane,7%cotton	M,L	160	TRUMPH	Việt Nam	2
8	Quần lót nữ Simply Natural Basic Hipster	E003219	DK,WJ	87%cotton,7%elastane,6%polyester	M,L	600	TRUMPH	Việt Nam	2

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

TRƯỜNG BỘ PHẬN HẬU CẦN
VŨ QUỐC BÌNH
INTERTÉK VIỆT NAM
CÔNG TY TNHH TRUUMPH

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

BẢN CÔNG BỐ HỢP QUY

Số: 3700234979 - T201908113 - VNMT19036843

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

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

Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

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

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

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

Loại hình đánh giá:

- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
- Số giấy chứng nhận: VNMT19036843
- Ngày cấp giấy chứng nhận: 13/08/2019



Thông tin bổ sung:

- Căn cứ công bố hợp quy: số VNMT19036843 ngày 13/08/2019
- Phương thức đánh giá sự phù hợp: Phương thức 7 – Thử nghiệm, đánh giá lô sản phẩm, hàng hoá

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

Bình Dương, ngày 14 tháng 08 năm 2019

ĐẠI DIỆN TỔ CHỨC



VŨ QUỐC ĐỊNH
TRƯỞNG BỘ PHẬN HẬU CẦN

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
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Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may : Áo lót nữ ,mã số : 11-1729

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

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TRƯỞNG BỘ PHẬN HẬU CẦN



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

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Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may : Áo lót nữ ,mã số : 11-1621

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

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

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- Số giấy chứng nhận: VNMT19036843
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CÔNG BỐ:

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

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

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Loại hình đánh giá:

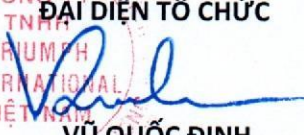
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E-mail:

CÔNG BỐ:

Sản phẩm dệt may : Áo lót nữ , mã số : E003216

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

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Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may : Áo lót nữ ,mã số : 88-261

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

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- Số giấy chứng nhận: VNMT19036843
- Ngày cấp giấy chứng nhận: 13/08/2019

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Bình Dương, ngày 14 tháng 08 năm 2019

ĐẠI DIỆN TỔ CHỨC

VŨ QUỐC ĐỊNH
TRƯỞNG BỘ PHẬN HẬU CẦN

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

BẢN CÔNG BỐ HỢP QUY

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Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may : Quần lót nữ ,mã số : 87-2114

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

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

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Điện thoại: 0274 3742137

Fax: 0274 3742133

E-mail:

CÔNG BỐ:

Sản phẩm dệt may : Quần lót nữ ,mã số : E003219

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

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

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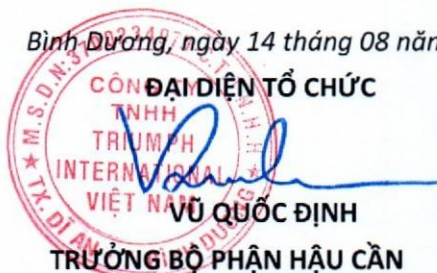
- Tổ chức chứng nhận đánh giá (bên thứ ba): Công ty TNHH Intertek Việt Nam
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ĐẠI DIỆN TỔ CHỨC
VŨ QUỐC ĐỊNH
TRƯỞNG BỘ PHẬN HẬU CẦN

GIẤY CHỨNG NHẬN

SỐ CHỨNG NHÂN: VNMT19036843

Chứng nhận lô hàng hóa:

Mẫu dấu hợp quy

SẢN PHẨM DỆT MAY

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

Mã hàng hóa/ nhãn hiệu/ kiểu loại: Quần lót, Áo lót nữ các loại

Số lượng: 5910 Cái

Xuất xứ: Việt Nam

Theo tờ khai Hải Quan nhập khẩu số: -

Ngày: -

CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM

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

PHÙ HỢP VỚI QUY CHUẨN KỸ THUẬT QUỐC GIA:

QCVN 01/2017/BCT

VÀ ĐƯỢC PHÉP SỬ DỤNG DẤU HỢP QUY (CR)

PHƯƠNG THỨC CHỨNG NHẬN: PHƯƠNG THỨC 7

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

Ngày cấp chứng nhận: 13/08/2019



LÊ THỊ HỒ PHƯƠNG

GIÁM ĐỐC CHỨNG NHẬN

Nhập khẩu bởi/Sản xuất bởi



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 5.3;
- (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) is disclosed in writing, electronically, 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 (c) is information howsoever disclosed which would 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) **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

Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.

2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.

2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with such summaries or any other communication in any form describing the results of any work or services performed (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 been authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.

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

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The parties agree that the Services are provided on the terms and subject to the conditions set out or referred to in this Agreement, and that this Agreement shall take precedence over any terms and conditions which the Client has provided or may in the future provide to Intertek, whether in a purchase order or any other document.
- 5.2 Unless acceptance of this Agreement by the Client occurs at an earlier time, submission of samples or any other testing material from the Client to Intertek shall be deemed to be conclusive evidence of the Client's acceptance of this Agreement.
- 5.3 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).
- 5.4 If pricing factors, such as salaries and/or rates are subject to change between the conclusion date of the Contract and the completion date of the Contract, Intertek has the right to adjust the Charges accordingly.
- 5.5 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.
- 5.6 The Client agrees to reimburse Intertek for any and all charges 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.
- 5.7 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.
- 5.8 Intertek shall invoice the Client for the Charges and expenses, if any. For Services provided over the course of a period of greater than thirty (30) days the Client agrees that at the end of each calendar month Intertek will issue an invoice for the cost of the Services provided in the month. A final invoice will be issued on the date of the completion of the Services.
- 5.9 The Client is required to pay all invoiced amounts without any deduction, discount or set-off no later than thirty (30) days after the invoice date. No deduction or discount may be made. Payments, which must be denominated in the currency indicated in the invoice, must be made by means of money transfer to a bank account designated by Intertek.
- 5.10 Intertek will issue an electronic invoice to the Client. An electronic invoice may be sent by email and will be deemed to have been delivered to the Client upon receipt of such email. Intertek is under no obligation to fulfil any request by the Client for a paper copy to be sent by post. Any invoice sent by post will include a £25 administration fee and the paper invoice must be paid by the Client within the credit terms referred to in 5.9 above.
- 5.11 If Intertek believes that the Client's financial position and/or payment performance justifies such action, Intertek has the right to demand that the Client immediately furnish security or additional security in a form to be determined by Intertek and/or make an advance payment. If the Client fails to furnish the desired security or make an advance payment, Intertek reserves the right to suspend or immediately suspend the further execution of all or any part of the Services, and any Charges for any part of the Services which has already been performed shall become immediately due and payable.
- 5.12 If the Client fails to pay within the period referred to in 5.9 above, it is in default of its payment obligations and this Agreement after having been reminded at least once that payment is due within a reasonable period. In that case, the Client is liable to pay interest on the credit balance with effect from the date on which the payment became due until the date of payment. The interest rate applied is deemed to be the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) base rate plus 5%. In addition, all collection costs incurred after the Client's default, both judicial and extrajudicial, are for the Client's account. The extrajudicial costs are set at an amount equal to the principal plus interest. Intertek's right to collect the actual judicial extrajudicial costs in excess of this amount. The judicial costs comprise all costs incurred by Intertek, even if they exceed the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) base rate.
- 5.13 If the Client objects to the contents of the invoice, details of the objection must be raised with Intertek within seven (7) days of receipt of electronic invoice, otherwise the invoice will be deemed to have been accepted. Any such objections do not exempt the Client from its obligation to pay within the period referred to in 5.9 above.
- 5.14 Any request by the Client for certain information to be included in or appended to the invoice must be made at the time of setting out the Proposal. A later request by the Client for changes to the agreed format of the invoice or supplementary information will not discharge the Client from its obligation to pay within the period referred to in 5.9 above. Intertek reserves the right to charge a £25 administration fee per invoice for issuing additional copies of invoices or amending invoice detail, format or structure from that agreed in the Proposal. Intertek maintains the right to reject such an invoicing amendment request and such a rejection by Intertek of the Client's request will not exempt the Client from its obligation to pay within the period referred to in 5.9 above.
- 5.15 If actions by the Client in relation to the Services, Intertek has the right to invoice the Client for the cost of all Services provided to date. In such a scenario the Client agrees to pay this invoice within thirty (30) days of the invoice date.

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 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.

6.4 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. Both parties shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and shall comply with all applicable requirements of the GDPR. To the extent that Intertek processes personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data) in line with the GDPR.

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 7.1; 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 6.6;
- (c) is received by Intertek from a third party who is not a party to this Agreement 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 disclosure, the reasons for the disclosure 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 Receiving Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

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

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
- (c) strikes and labour disputes or 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 To 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 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 The Force Majeure Event must not last 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 for its own fraud (or that of its directors, officers, employees, agents or sub-contractors);
- 10.2 In relation to Clause 10.1, the liability of Intertek shall be limited to the amount of any damages or 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 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 claim becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of services under this agreement.

11. INDEMNITY

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

12. INSURANCE POLICIES

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

13. TERMINATION

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

15. GOVERNING LAW AND DISPUTE RESOLUTION

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

16. MISCELLANEOUS

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

PHỤ LỤC PHẠM VI CHỨNG NHẬN

BAN HÀNH KÈM THEO GIẤY CHỨNG NHẬN SỐ: VNMT19036843

Chứng từ	Số	Ngày ban hành
Tờ khai nhập khẩu	-	-
Vận đơn	-	-
Hóa đơn (Invoice)	-	-
Hợp đồng	-	-
Lô hàng	T201908113	-

THÔNG TIN CHI TIẾT LÔ HÀNG:

Số TT	Tên Sản Phẩm Dệt May	Mã Sản Phẩm (Ký Hiệu, Kiểu Loại)	Nhãn Hiệu	Xuất Xứ	Màu Sắc	Chất Liệu (Thành Phần Sợi)	Số Lượng (Cái)	Kích Thước	Nhóm Sản Phẩm
1	Aó lót nữ Comfort Touch WHP	16-8295	TRIUMPH	Việt Nam	EP,04	75%polyamide, 25%elastane	1680	B75,B80,B85,C75,C80,C85	2
2	Aó lót nữ Florale Bella W	11-1729	TRIUMPH	Việt Nam	S3	53%polyester, 39%polyamide, 8%elastane	40	C80	2
3	Aó lót nữ Comfort Touch HP 01	11-1621	TRIUMPH	Việt Nam	EP	70%polyamide, 30%elastane	870	B75,B80,B85,C80,C85	2
4	Aó lót nữ SLOGGI WHP	16A1126	SLOGGI	Việt Nam	EP	90%polyester, 10%elastane	1260	A80,B80	2
5	Aó lót nữ Simply Natural Basic HU	E003216	TRIUMPH	Việt Nam	DK,WJ	76%cotton, 10%polyester, 8%polyamide, 6%elastane	1000	B75,B80,B85,C80	2
6	Aó lót nữ sloggi ZERO Feel Cotton Top	88-261	SLOGGI	Việt Nam	B9,04	47%cotton, 28%elastane, 25%polyamide	300	M,L	2



Intertek General Terms and Conditions of Services

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

1. INTERPRETATION

- 1.1 In this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:
 - (a) **Agreement** means this agreement entered into between Intertek and the Client;
 - (b) **Charges** shall have the meaning given in Clause 5.3;
 - (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)
 - (d) 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 disclosure; and/or
 - (e) is information, disclosed, which would, reasonably be considered to be confidential by the receiving party.
- 1.2 **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
- 1.3 **Reports** shall have the meaning as set out in Clause 2.3 below;
- 1.4 **Services** means the services set out in any relevant Intertek invoice, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision of a Report;
- 1.5 **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.6 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. It is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided under 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 relevant data, 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 to the Client, Intertek does not intend, appropriate 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 4.3.1(i);
 - (d) that the Reports produced by Intertek in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

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

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The parties agree that the Services are provided on the terms and subject to the conditions set out or referred to in this Agreement, and that this Agreement shall take precedence over any terms and conditions which the Client has provided or may in the future provide to Intertek, whether in a purchase order or any other document.
- 5.2 Unless acceptance of this Agreement by the Client occurs at an earlier time, submission of samples or any other testing material from the Client to Intertek shall be deemed to be conclusive evidence of the Client's acceptance of this Agreement.
- 5.3 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).
- 5.4 If pricing factors, such as salaries and/or rates are subject to change between the conclusion date of the Contract and the completion date of the Contract, Intertek has the right to adjust the Charges accordingly.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 Intertek shall invoice the Client for the Charges and expenses, if any, for Services provided over the course of a period of greater than thirty (30) days. The Client agrees that at the end of each calendar month Intertek will issue an invoice for the cost of the Services provided in the month. A final invoice will be issued on the date of the completion of the Services.
- 5.9 The Client is required to pay all invoiced amounts without any deduction, discount or set-off no later than thirty (30) days after the invoice date. No deduction for bank charges incurred can be made. Payments, which must be denominated in the currency indicated in the invoice, must be made by means of money transfer or bank account designated by Intertek.
- 5.10 Intertek will issue an electronic invoice to the Client. An electronic invoice may be sent by email and will be deemed to have been delivered to the Client upon receipt of such email. Intertek is under no obligation to fulfil any request by the Client for a paper copy to be sent by post. Any invoice sent by post will include a £25 administration fee and the paper invoice must be paid by the Client within the credit terms referred to in 5.9 above.
- 5.11 If Intertek believes that the Client's financial position and/or payment performance justifies such action, Intertek has the right to demand that the Client immediately furnish security or additional security in a form to be determined by Intertek and/or make an advance payment. If the Client fails to furnish the desired security, Intertek has the right, without prejudice to its other rights, to immediately suspend the further delivery of all or any part of the Services, and any Charges for any part of the Services which has already been performed shall become immediately due and payable.
- 5.12 If the Client fails to pay within the period referred to in 5.9 above, it is in default of its payment obligations and this Agreement after having been reminded by Intertek at least once that payment is due. Intertek reserves the right to charge a £25 administration fee and to demand the credit balance with effect from the date on which the payment became due until the date of payment. The interest rate applied is deemed to be the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) base rate plus 5%. In addition, all collection costs incurred after the Client's default, both judicial and extrajudicial, are for the Client's account. The extrajudicial costs are set at an amount equal to least 10% of the principal plus interest. Intertek's right to demand the actual extrajudicial costs is in excess of this amount. The judicial costs comprise all costs incurred by Intertek, even if they exceed the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) base rate.
- 5.13 If the Client objects to the contents of the invoice, details of the objection must be raised with Intertek within seven (7) days of receipt of electronic invoice. Intertek's invoice will be deemed to have been accepted. Any such objections do not exempt the Client from its obligation to pay within the period referred to in 5.9 above.
- 5.14 Any request by the Client for certain information to be included in or appended to the invoice must be made at the time of setting out the Proposal. A later request by the Client for changes to the agreed format of the invoice or supplementary information will not discharge the Client from its obligation to pay within the period referred to in 5.9 above. Intertek reserves the right to charge a £25 administration fee per invoice for issuing additional copies of invoices or amending invoice detail, format or structure from that agreed in the Proposal. Intertek maintains the right to reject such an invoicing amendment request and such a rejection by Intertek of the Client's request will not exempt the Client from its obligation to pay within the period referred to in 5.9 above.
- 5.15 If actions by the Client delay the completion of the Services, Intertek has the right to invoice the Client for the cost of all Services provided to date. In such a scenario the Client agrees to pay this invoice within thirty (30) days of the invoice date.

6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 6.1 All Intellectual Property Rights belonging to a party prior to entering 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 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 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 such Reports, documents, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.4 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. Both parties shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and shall comply with all applicable requirements of the GDPR. To the extent that Intertek processes personal data in connection with the Services or otherwise in connection with this Agreement, it will take all necessary and appropriate measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data) in line with the GDPR.

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 regulatory or supervisory authority 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 7.1; and
 - (d) where the Receiving Party is a subsidiary, affiliate or subcontractor.
- 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 6.5;
 - (c) is or becomes Confidential Information of a third party other than the Disclosing Party 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 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 In the absence 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, rebellions, acts of terrorism, military action, sabotage and/or piracy;
 - (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
 - (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
 - (d) failures or 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 or of the obligation to be affected;
 - (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 In relation to claims against Intertek in respect of negligence 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 claim becomes aware of any circumstances giving rise to any such claim. Failure to give such notice of claim within ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the provision of services under this agreement.

11. INDEMNITY

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

12. INSURANCE POLICIES

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

13. TERMINATION

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

15. GOVERNING LAW AND DISPUTE RESOLUTION

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

16. MISCELLANEOUS

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

7	Quần lót nữ Florale Bella Hipster	87-2114	TRIUMPH	Việt Nam	AY,S3	50%polyamide, 27%polyester, 16%elastane, 7%cotton	160	M,L	2
8	Quần lót nữSimply Natural Basic Hipster	E003219	TRIUMPH	Việt Nam	DK,WJ	87%cotton, 7%elastane, 6%polyester	600	M,L	2

ORIGINAL



Intertek General Terms and Conditions of Services

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

1. INTERPRETATION

- 1.1 In this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:
- 1.2 **Agreement** means this agreement entered into between Intertek and the Client;
- 1.3 **Charges** shall mean the meaning given in Clause 5.3;
- 1.4 **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)
- 1.5 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
- 1.6 is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party.
- 1.7 **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
- 1.8 **Reports** shall have the meaning as set out in Clause 2.3 below;
- 1.9 **Services** means the services set out in an relevant Intertek invoice, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision of a Report;
- 1.10 **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.11 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, trend, 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 customs, usages or practices. 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 intend, absolve 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:
- 3.2 (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;
- 3.3 (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;
- 3.4 (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);
- 3.5 (d) that the Reports provided 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 direct 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).
- 3.6 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 the Client's performance.
- 3.7 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 and 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:
- 4.2 (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
- 4.3 (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;
- 4.4 (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;
- 4.5 (d) that any samples provided to Intertek will be reasonably required to correct any defect in the Client's performance 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 by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
- 4.6 (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.
- 4.7 In the event that the Services provided relate to any third party, the Client shall cause any third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.8 The Client further agrees:
- 4.9 (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;
- 4.10 (b) to provide Intertek (including its sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
- 4.11 (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;
- 4.12 (d) to provide instructions and feedback to Intertek in a timely manner;
- 4.13 (e) to provide Intertek (including its 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;
- 4.14 (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;
- 4.15 (g) to notify Intertek promptly of any circumstances in which the Client is in breach 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;
- 4.16 (h) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transactions;
- 4.17 (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;
- 4.18 (j) 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 not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports to their intended recipients;
- 4.19 (k) in no event, will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each of its instances; and
- 4.20 (l) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the Services provided by Intertek.
- 4.21 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 parties agree that the Services are provided on the terms and subject to the conditions set out or referred to in this Agreement, and that this Agreement shall take precedence over any terms and conditions which the Client has provided or may in the future provide to Intertek, whether in a purchase order or any other document.
- 5.2 Unless acceptance of this Agreement by the Client occurs at an earlier time, submission of samples or any other testing material from the Client to Intertek shall be deemed to be conclusive evidence of the Client's acceptance of this Agreement.
- 5.3 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).
- 5.4 If pricing factors, such as salaries and/or rates are subject to change between the conclusion date of the Contract and the completion date of the Contract, Intertek has the right to adjust the Charges accordingly.
- 5.5 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.
- 5.6 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 other charges or fees relating to any testing samples.
- 5.7 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.
- 5.8 Intertek shall invoice the Client for the Charges and expenses, if any, for Services provided over the course of a period of greater than thirty (30) days. The Client agrees that at the end of each calendar month Intertek will issue an invoice for the cost of the Services provided in the month. A final invoice will be issued on the date of the completion of the Services.
- 5.9 The Client is required to pay all invoiced amounts without any deduction, discount or set-off no later than thirty (30) days after the invoice date. No deduction for bank charges incurred can be made. Payments, which must be denominated in the currency indicated in the invoice, must be made by money transfer to a bank account designated by Intertek.
- 5.10 Intertek will issue an electronic invoice to the Client. An electronic invoice may be sent by email and will be deemed to have been delivered to the Client upon receipt of such email. Intertek is under no obligation to fulfil any request by the Client for a paper copy to be sent by post. Any invoice sent by post will include a £25 administration fee and the paper invoice must be paid by the Client within the credit terms referred to in 5.9 above.
- 5.11 If Intertek believes that the Client's financial position and/or payment performance justifies such action, Intertek has the right to demand that the Client immediately furnish security or additional security in a form to be determined by Intertek and/or make an advance payment. If the Client fails to furnish the desired security, Intertek has the right, without prejudice to its other rights, to immediately suspend the further provision of the Services, and any Charges for any part of the Services which has already been performed shall become immediately due and payable.
- 5.12 If the Client fails to pay within the period referred to in 5.9 above, it is in default of its payment obligations and this Agreement after having been reminded by Intertek at least once that payment is due within a reasonable period. In that case, the Client is liable to pay interest on the credit balance with effect from the date on which the payment became due until the date of payment. The interest rate applied shall be deemed to be the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) base rate plus 5%. In addition, all collection costs incurred after the Client's default, both judicial and extrajudicial, are for the Client's account. The extrajudicial costs are set at an amount equal to 10% of the total of the outstanding principal plus interest, without prejudice to Intertek's right to collect the actual extrajudicial costs in excess of this amount. The judicial costs comprise all costs incurred by Intertek, even if they exceed the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) base rate.
- 5.13 If the Client objects to the contents of the invoice, details of the objection must be raised with Intertek within seven (7) days of receipt of the invoice. The invoice will be deemed to have been accepted. Any such objections do not exempt the Client from its obligation to pay within the period referred to in 5.9 above.
- 5.14 Any request by the Client for certain information to be included in or appended to the invoice must be made at the time of setting out the Proposal. A later request by the Client for changes to the agreed format of the invoice or supplementary information will not discharge the Client from its obligation to pay within the period referred to in 5.9 above. Intertek reserves the right to charge a £25 administration fee per invoice for issuing additional copies of invoices or amendments to invoices. From that agreed date, the Proposal and the Proposal Intertek maintains the right to reject such an invoicing amendment request and such a rejection by Intertek of the Client's request will not exempt the Client from its obligation to pay within the period referred to in 5.9 above.
- 5.15 If actions by the Client delay completion of the Services, Intertek has the right to invoice the Client for the cost of all Services provided to date. In such a scenario the Client agrees to pay this invoice within thirty (30) days of the invoice date.

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 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.
- 6.4 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. Both parties shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and shall comply with all applicable requirements of the GDPR. To the extent that Intertek processes personal data in connection with the Services or otherwise in connection with this Agreement, it will 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) in line with the GDPR.

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:
- 7.2 (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information; and
- 7.3 (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- 7.4 (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.
- 7.5 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- 7.6 (a) to any legal advisors and statutory auditors that it has engaged for its business;
- 7.7 (b) to any regulator having regulatory or supervisory authority over its business;
- 7.8 (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
- 7.9 (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.10 The provisions of Clause 7.1 and 7.2 shall not apply to any Confidential Information which:
- 7.11 (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;
- 7.12 (b) is or becomes public knowledge other than by breach of this Clause 6.6;
- 7.13 (c) is received by the Receiving Party from a third party who is not a party to this Agreement and who is under no obligation restricting its disclosure; or
- 7.14 (d) is independently developed by the Receiving Party without access to the Confidential Information.
- 7.15 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 intervention.
- 7.16 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the licence from any sub-contractors) with its obligations under this Clause 7.
- 7.17 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.
- 7.18 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 failure 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:
- 9.2 (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- 9.3 (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning, explosions and fires;
- 9.4 (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
- 9.5 (d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.6 The avoidance of any failure or delay caused by 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.
- 9.7 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
- 9.8 (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations under this Agreement;
- 9.9 (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
- 9.10 (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.11 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:
- 10.2 (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- 10.3 (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.4 In relation to claims for the aggregate of the following, the aggregate of the following shall be subject to the provisions of this clause 10.1 must be made within ninety (90) days after the claim 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.
- 10.5 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:
- 10.6 (a) loss of profits;
- 10.7 (b) loss of sales or business;
- 10.8 (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
- 10.9 (d) loss of or damage to goodwill or reputation;
- 10.10 (e) loss of anticipated savings;
- 10.11 (f) cost or expenses incurred in relation to making a product recall;
- 10.12 (g) loss of use or corruption of software, data or information; or
- 10.13 (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.14 Any claim by a client against Intertek (always subject to the provisions of this clause 10.1) must be made within ninety (90) days after the claim 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:
- 11.2 (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, or other applicable law;
- 11.3 (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;
- 11.4 (c) the breach or non-performance of any obligations by the Client or any of its obligations set out in Clause 4 above;
- 11.5 (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- 11.6 (e) any claims or suits arising as a result of 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
- 11.7 (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.
- 11.8 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:
- 13.3 (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;
- 13.4 (b) Intertek on written request 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
- 13.5 (c) either party if the other becomes insolvent or either 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.
- 13.6 In the event of an event or circumstance giving rise to termination of the Agreement, 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.
- 13.7 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any obligation which the parties have entered into in connection with 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.

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 courts of the Republic of Vietnam for the resolution of any dispute arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).

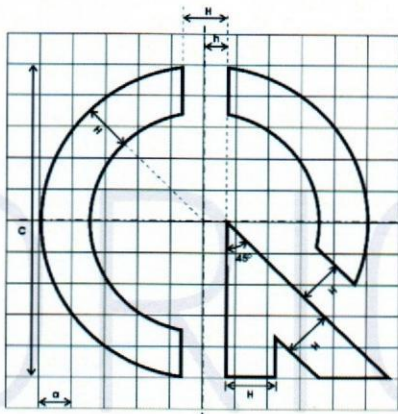
16. MISCELLANEOUS

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

THOẢ 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: VNMT19036843
- 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.





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

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

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

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

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

3. Điều khoản chung:

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



Intertek General Terms and Conditions of Services

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

1. INTERPRETATION

- 1.1 In this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:
 - (a) **Agreement** means this agreement entered into between Intertek and the Client;
 - (b) **Charges** shall have the meaning given in Clause 5.2;
 - (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential at the time of such disclosure; and (c) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving Party;
 - (d) **Intellectual Property Right(s)** means copyrights, trademarks (registered or unregistered), patents, patents applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights howsoever existing (Report(s)) shall have the meaning given in Clause 7.1;
 - (e) **Report(s)** 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;
 - (f) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
 - (g) The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party, for the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to the Client's product, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek nor any of its officers, employees, agents or subcontractors shall be liable to Client or any third party for any action taken or not taken on the basis of such Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
 - (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force at the date of this Agreement in relation to the provision of the Services;
 - (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
 - (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and any other reasonable security requirements 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, save that Intertek's performance, deliverables, information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
 - (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
 - (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
 - (c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate, representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to verify the accuracy or completeness thereof) in order to provide the Services;
 - (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost;
 - (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
 - (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to protect and defend the Client and to bind the Client contractually as to the provision of the Services;
 - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of Intertek's necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
 - (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
 - (d) to provide instructions and feedback to Intertek in a timely manner;
 - (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
 - (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and any 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;
 - (g) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
 - (h) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
 - (i) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services; 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;
 - (j) 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
 - (k) that any and all statements 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 under 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 parties agree that the Services are provided on the terms and subject to the conditions set out or referred to in this Agreement, and that this Agreement shall take precedence over any terms and conditions which the Client has provided or may in the future provide to Intertek, whether in a purchase order or any other document.
- 5.2 Unless acceptance by the Client occurs at an earlier time, submission of samples or any other testing material from the Client to Intertek shall be deemed to be conclusive evidence of the Client's acceptance of this Agreement.
- 5.3 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).
- 5.4 If pricing factors, such as salaries and/or rates are subject to change between the conclusion date of the Contract and the completion date of the Contract, Intertek has the right to adjust the Charges accordingly.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 Intertek shall invoice the Client for the Charges and expenses, if any. For Services provided over the course of a period of greater than thirty (30) days the Client agrees that at the end of each calendar month Intertek will issue an invoice for the cost of the Services provided in the month. A final invoice will be issued on the date of the completion of the Services.
- 5.9 The Client is required to pay all invoiced amounts without any deduction, discount or set-off no later than thirty (30) days after the invoice date. No deduction for bank charges may be made. Payment, which must be denominated in the currency indicated in the invoice, must be made by means of money transfer to a bank account designated by Intertek.
- 5.10 Intertek will issue an electronic invoice to the Client. An electronic invoice may be sent by email and will be deemed to have been delivered to the Client upon receipt of the invoice. Intertek is under no obligation to fulfil any request by the Client for a paper copy to be sent by post. Any invoice sent by post will include a £25 administration fee and the paper invoice must be paid by the Client within the credit terms referred to in 5.9 above.
- 5.11 If Intertek believes that the Client's financial position and/or payment performance justifies such action, Intertek has the right to demand that the Client immediately furnish Intertek with agreed forms of the release or supplementary information referred to in 5.9 above. If the Client fails to furnish the agreed forms, Intertek shall, without prejudice to its right to charge a £25 administration fee per invoice for issuing additional copies of invoices or amending invoice detail, format or structure from that agreed in the Proposal, Intertek maintains the right to reject such an invoicing amendment request and such a rejection by Intertek of the Client's request will not exempt the Client from its obligation to pay the invoice referred to in 5.9 above.
- 5.12 If actions by the Client delay completion of the Services, Intertek has the right to invoice the Client for the cost of all Services provided to date. In such a scenario the Client agrees to pay this invoice within thirty (30) days of the invoice date.
- 5.13 **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 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 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 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.
- 6.4 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. Both parties shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and shall comply with all applicable requirements of the GDPR. To the extent that Intertek processes personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data (and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data) in line with the GDPR.

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, 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:
 - (a) to any legal advisers and statutory auditors that it has engaged for itself;
 - (b) to the 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 6.6;
 - (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 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 Where the Receiving Party is Intertek, a 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) either natural or man-made causes, 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) failure of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
 - (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
 - (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
 - (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 Subject to Clause 10.3, the affected party shall continue to perform its obligations 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 for its own fraud (or that of its directors, officers, employees, agents or sub-contractors);
 - (b) Subject to clause 10.2, for negligence or 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.
- 10.2 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 claim 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 claims, employees, agents, representatives, contractors or sub-contractors;
 - (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
 - (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
 - (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
 - (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.

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 the further written notice to the Client;
 - (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an embankment takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

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

15. GOVERNING LAW AND DISPUTE RESOLUTION

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

16. MISCELLANEOUS

- 16.1 **Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 **No partnership or agency.** Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, 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.
- 16.3 **Waivers.** Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 **Entire Agreement.** A person who is not a party to this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 16.5 **Whole Agreement.** This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 **Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.**
- 16.8 **Third Party Rights.** A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.9 **Further Assurance.** Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably required 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: 13/08/2019

CÔNG TY ĐĂNG KÝ CHỨNG NHẬN:

CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM

Căn cứ theo hồ sơ chứng nhận:

Tên tài liệu\ hồ sơ	Ngày ban hành	Ghi chú
<input checked="" type="checkbox"/> Báo cáo thử nghiệm	13/08/2019	VNMT19036843
<input checked="" type="checkbox"/> Phiếu xem xét đánh giá hồ sơ chứng nhận sản phẩm Thẩm định cấp chứng nhận	13/08/2019	VNMT19036843
<input checked="" type="checkbox"/> Đơn đăng ký chứng nhận	08/08/2019	702
<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
<input checked="" type="checkbox"/> Hướng dẫn sử dụng dấu CR (TEX-CER-WI-001)	08/02/2018	Intertek Vietnam
<input checked="" type="checkbox"/> Bảng chứng nhận	13/08/2019	VNMT19036843
<input checked="" type="checkbox"/> Danh mục sản phẩm phù hợp QCVN 01/2017/BCT (Phụ lục giấy chứng nhận)	13/08/2019	VNMT19036843

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

HỢP QUY

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

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



LÊ THỊ HỒ PHƯƠNG
GIÁM ĐỐC CHỨNG NHẬN





Intertek 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 (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 5.3;
 - (c) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of disclosure; or (c) 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, patents 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 3.1 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 heading in this Agreement do not affect its interpretation.
2. **THE SERVICES**

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any other communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed to have authorised the Client to provide such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to such products, materials, services, systems or processes tested, inspected or certified. The Client understands that the basis of 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. 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 nor any third party shall be liable for any loss or damage suffered by the Client in reliance on such Reports.
- 2.6 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.
- 2.7 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 such products, materials, services, systems or processes tested, inspected or certified. The Client understands that the basis of 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. 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 nor any third party shall be liable for any loss or damage suffered by the Client in reliance on such Reports.

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 requirements and 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 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. Intertek, its agents or subcontractors, employees or other representatives will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
 - (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
 - (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
 - (c) that any information, samples and related documents (if any) of its agents or representatives) supplied 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 verify or confirm or complete) in order to provide the Services;
 - (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost;
 - (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
 - (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to give instructions to and on behalf of the Client and to sign any documents required by Intertek;
 - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing and any necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
 - (c) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
 - (d) to provide instructions and feedback to Intertek in a timely manner;
 - (e) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
 - (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other relevant information and any other relevant information which may apply at any relevant premises at which the Services are to be provided;
 - (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
 - (h) to inform Intertek in advance of any applicable import/export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
 - (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
 - (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
 - (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
 - (l) in no event, will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
 - (m) that any and all advertising and promotional material or 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 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 parties agree that the Services are provided on the terms and subject to the conditions set out or referred to in this Agreement, and that this Agreement shall take precedence over any terms and conditions which the Client has provided or may in the future provide to Intertek, whether by purchase order or otherwise.
- 5.2 Unless acceptance of this Agreement by the Client occurs on an earlier time, submission of samples or any other testing material from the Client to Intertek shall be deemed to be conclusive evidence of the Client's acceptance of this Agreement.
- 5.3 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).
- 5.4 If pricing factors, such as salaries and/or rates are subject to change between the conclusion date of the Contract and the completion date of the Contract, Intertek has the right to adjust the Charges accordingly.
- 5.5 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, or any valid law or regulation, for the Client's account.
- 5.6 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.
- 5.7 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.
- 5.8 Intertek shall invoice the Client for the Charges and expenses, if any. For Services provided over the course of a period of greater than thirty (30) days the Client agrees that at the end of each calendar month Intertek will issue an invoice for the cost of the Services provided in the month. A final invoice will be issued on the date of the completion of the Services.
- 5.9 The Client is required to pay all invoiced amounts without any deduction, discount or set-off no later than thirty (30) days after the invoice date. No deduction for bank charges incurred can be made. Payments, which must be denominated in the currency indicated in the invoice, must be made by means of money transfer to a bank account designated by Intertek.
- 5.10 Intertek will issue an electronic invoice to the Client. An electronic invoice may be sent by email and will be deemed to have been delivered to the Client on the date of its transmission. Intertek is under no obligation to fulfil any request by the Client for a paper copy to be sent by post. Any invoice sent by post will include a £25 administration fee and the paper invoice must be paid by the Client within the credit terms referred to in 5.9 above.
- 5.11 If Intertek believes that the Client's financial position and/or payment performance justifies such action, Intertek has the right to demand that the Client immediately furnish to Intertek, in addition to the invoice, security or additional security for the Client's account. If the Client fails to furnish the desired security, Intertek has the right, without prejudice to its rights, to immediately suspend the further execution of all or any part of the Services, and any Charges for any part of the Services which has already been performed shall become immediately due and payable.
- 5.12 If the Client fails to pay within the period referred to in 5.9 above, it is in default of its payment obligations and this Agreement after having been reminded by Intertek at least once that payment is due within a reasonable period. In that case, the Client is liable to pay interest on the credit balance with effect from the date on which the payment became due until the date of payment. The interest rate applied is deemed to be the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) base rate plus 5%. In addition, all collection costs incurred after the Client's default and the default, both jointly and severally, shall be for the Client's account. The extrajudicial costs are set at an amount equal to less than 10% of the principal plus interest, without prejudice to Intertek's right to collect the actual extrajudicial costs in excess of this amount. The judicial costs comprise all costs incurred by Intertek, even if they exceed the Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) base rate.
- 5.13 If the Client objects to the contents of the invoice, details of the objection must be raised with Intertek within seven (7) days of receipt of the electronic invoice, otherwise the invoice will be deemed to have been accepted. Any such objections do not exempt the Client from its obligation to pay within the period referred to in 5.9 above.
- 5.14 Any request by the Client for certain information to be included in or appended to the invoice must be made at the time of setting out the Proposal. A request for information after the time of setting out the Proposal will be determined by Intertek and Intertek reserves the right to charge a £25 administration fee per invoice for issuing additional copies of invoices or amending invoice detail, format or structure from that agreed in the Proposal. Intertek maintains the right to reject such an invoicing amendment request and such a rejection by Intertek of the Client's request will not exempt the Client from its obligation to pay within the period referred to in 5.9 above.
- 5.15 If actions by the Client delay completion of the Services, Intertek has the right to invoice the Client for the cost of all Services provided to date. In such a scenario the Client agrees to pay this invoice within thirty (30) days of the invoice date.

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 Intellectual Property Rights to either party.
- 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 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.
- 6.4 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. Both parties shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and shall comply with all applicable requirements of the GDPR. To the extent that Intertek processes personal data in connection with the Services or otherwise in connection with this Agreement, it shall take all necessary technical and organisational measures to ensure the security of such data and to guard against unauthorised or unlawful processing, accidental loss, destruction or damage to such data) in line with the GDPR.
7. **CONFIDENTIALITY**
- 7.1 Where a party (the Receiving Party) obtains Confidential Information of the other party (the Disclosing Party) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
 - (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
 - (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
 - (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.
- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
 - (a) to any legal advisers and statutory auditors that it has engaged for itself;
 - (b) to any regulator having regulatory or supervisory authority over its business;
 - (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7;
 - (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
 - (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
 - (b) is or becomes public knowledge other than by breach of this Clause 6.6;
 - (c) is required by law to be disclosed by a third party from whom the Receiving Party has received 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 notice of Confidential Information only for the purposes of performing obligations under this Agreement; 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 Confidential Information by Intertek, is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.
8. **AMENDMENT**
- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.
9. **FORCE MAJEURE**
- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
 - (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
 - (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
 - (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
 - (d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 In the event of a Force Majeure Event, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
 - (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
 - (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
 - (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 In the event of a Force Majeure Event continuing for more than sixty (60) days from 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 for its own fraud (or that of its directors, officers, employees, agents or sub-contractors);
 - (b) for the consequences of a breach of statutory duty or 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.
- 10.2 In respect of clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
 - (d) loss of damage to goodwill or reputation;
 - (e) loss of anticipated savings;
 - (f) cost or expenses incurred in relation to making a product recall;
 - (g) loss of use or corruption of software, data or information; or
 - (h) any indirect, consequential loss, positive or special loss (even when advised of their possibility).
- 10.3 Any claim by the client against Intertek (always subject to the provisions of this clause 10.2) must be made within ninety (90) days after the claim 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;
 - (c) 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;
 - (d) 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;
 - (e) 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;
 - (f) 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;
 - (g) 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;
 - (h) 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;
 - (i) 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;
 - (j) 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;
 - (k) 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;
 - (l) 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;
 - (m) 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;
 - (n) 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;
 - (o) 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;
 - (p) 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;
 - (q) 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;
 - (r) 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;
 - (s) 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;
 - (t) 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;
 - (u) 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;
 - (v) 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;
 - (w) 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;
 - (x) 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;
 - (y) 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;
 - (z) 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;
- 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 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 as a further condition;
 - (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order (or being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an embankment takes possession, or a receiver is appointed, of any of the property or assets of the other or the other 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 An anticipated 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 Contract 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 Services in accordance with this Agreement).
16. **MISCELLANEOUS**
- 16.1 **Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid illegal or unenforceable provision. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it is not intended to prevent the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 **No partnership or agency.** Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- 16.3 **Waivers.** Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 16.4 A waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.
- 16.5 **Whole Agreement.** This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.
- 16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement) made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.
- 16.8 **Third Party Rights.** A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.9 **Further Assurance.** Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.