

GIẤY CHỨNG NHẬN

SỐ CHỨNG NHẬN: VNMT21006279

Chứng nhận lô hàng hóa:

SẢN PHẨM DỆT MAY

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

Mẫu dấu hợp quy



Nhập khẩu bởi/Sản
xuất bởi

Số lượng: 30607 Cái

Xuất xứ: Trung Quốc, Thái Lan

Theo tờ khai Hải Quan nhập khẩu số	Ngày	Số lượng (Sản Phẩm)
103806982861	25/01/2021	810
103803152460	23/01/2021	3490
103803864510	23/01/2021	20360
103809192430	26/01/2021	5947
Tổng số lượng		30607

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-BKHHCN ngày 12/12/2012 và Thông tư số 02/2017/TT-BKHHCN 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: 18/02/2021

LÊ THỊ HÒ PHƯƠNG
GIÁM ĐỐC CHỨNG NHẬN





Intertek General Terms and Conditions of Services

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

1. INTERPRETATION

- 1.1 In this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:
 - (a) **Agreement** means this agreement entered into between Intertek and the Client;
 - (b) **Charges** shall have the meaning given in Clause 5.3;
 - (c) **Confidential Information** means information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) 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
 - (d) is information, which is reasonably expected to be confidential by the receiving party.
 - (e) **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
 - (f) **Reports** shall have the meaning as set out in Clause 2.3 below.
 - (g) **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;
 - (h) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
 - (i) 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 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, 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 Intertek standard operating procedures. The Client 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 in relation 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 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 be pursuant to this Agreement, Intertek does not abrogate, abort 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 the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
 - (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
 - (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
 - (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1, Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, or any other information or materials 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 Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
 - (c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
 - (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
 - (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Client or any third party shall cause any third party to be knowledgeable and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
 - (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
 - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with the Agreement. Intertek shall not be responsible for samples provided or become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from 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:
 - (i) instructions and feedback to Intertek in a timely manner;
 - (ii) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
 - (iii) prior to Intertek's arrival at any premises, to ensure that all necessary health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided; to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
 - (iv) to inform Intertek in writing of any applicable laws, regulations or standards 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;
 - (v) 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 an effect on the validity of the certificate;
 - (vi) to obtain and maintain all necessary licences and consents in order to comply with relevant legislation and regulation in relation to the Services;
 - (vii) 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;
 - (viii) in no event, 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
 - (ix) 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.
 - (d) Intertek shall be entitled to refer the Client 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 and the terms and conditions of the Charges.
- 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 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 may 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, Intertek has the right, without prejudice to its other 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, both judicial and extrajudicial, are for the Client's account. The extrajudicial costs are set at an amount equal to least 20% of the principal plus interest, without prejudice to Intertek's right to collect the actual extrajudicial costs in excess of this amount. The total cost of the collection 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 shall 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 prevent 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 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, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.4 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. The Client agrees to indemnify Intertek in respect of any liability or damages arising out of or in connection with 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) disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.
- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
 - (a) to any legal advisers and statutory auditors that it has engaged for itself;
 - (b) to any regulator having regulatory or supervisory authority over its business;
 - (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
 - (d) where the Receiving Party is Intertek, to any of its subsidiaries, affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall 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; or
 - (b) is or becomes public knowledge other than by breach of this Clause 6.6;
 - (c) is lawfully obtained by the Receiving Party through a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of any requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent such 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 preventing the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence or any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

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

9. FORCE MAJEURE

- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
 - (a) death or personal injury resulting from natural or man-made 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) regulators 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 procure the Services to 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) in respect of death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
 - (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this agreement or any matter arising out of or in connection with the services to be provided in accordance with this agreement shall be an amount equal to the value of the contract or the value of the services provided by 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 known or discoverable to the client. 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 arising out of or in connection with 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, support or provision of any Services 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 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 commits a material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
 - (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
 - (c) either party if the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order (or being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of this Agreement, Intertek shall be entitled to claim any sums due to it from the parties who may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

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

15. GOVERNING LAW AND DISPUTE RESOLUTION

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

16. MISCELLANEOUS

- 16.1 **Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been negotiated without the invalid illegal or unenforceable provision. The validity, enforceability or enforceability is not fundamental to the achievement 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.** 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 I

BAN HÀNH KÈM THEO GIẤY CHỨNG NHẬN SỐ: VNMT21006279

Chứng từ 1	Số	Ngày ban hành
Tờ khai nhập khẩu	103806982861	25/01/2021
Vận đơn	HACHPH210101260	15/01/2021
Hóa đơn (Invoice)	9020026570	15/01/2021
Hợp đồng	TIV-TIT/VIE15	01/01/2015
Lô hàng	T20210210	-

THÔNG TIN CHI TIẾT LÔ HÀNG:

Số TT	Tên Sản Phẩm Dệt May	Mã Sản Phẩm (Ký Hiệu, Kiểu Loại)	Nhãn Hiệu	Xuất Xứ	Màu Sắc	Chất Liệu (Thành Phần Sợi)	Số Lượng (Cái)	Kích Thước (Size)	Nhóm Sản Phẩm
1	Quần lót nữ sloggi ZERO Feel LaceHWBriefAX	87-2134	Sloggi	Trung Quốc	78, TP	58% polyamide, 42% elastane	320	M, L	2
2	Áo lót nữ sloggi ZERO FeelLaceBralette AX	88-296	Sloggi	Trung Quốc	78, TP	58% polyamide, 42% elastane	220	M, L	2
3	Áo lót nữ sloggi ZERO Feel Lace Top AX	88-297	Sloggi	Trung Quốc	78, TP	58% polyamide, 42% elastane	270	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. INTERPRETING

- 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/or
 - (d) is information, in whatever form or manner presented, which is reasonably to be considered to be confidential by the receiving party;
 - (e) **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
 - (f) **Reports** shall have the meaning as set out in Clause 2.3 below;
 - (g) **Services** means the services set out in any relevant Intertek quotation, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise, but not be limited to, the services provided by Intertek of a Report;
 - (h) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
 - (i) 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, 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 relation to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of 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 in relation to the Services is at the Client's own risk and Intertek does not assume any liability for any 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 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 under this Agreement, the Client agrees to indemnify Intertek and to 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 to be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
 - (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
 - (d) that the Reports to be provided to the Client 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 if to confirm or verify the accuracy or completeness thereof in order to provide the Services.
- 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 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 act on behalf of the Client and to bind the Client contractually as required;
 - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all 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 Intertek with access to its premises;
 - (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 relevant information in relation to 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 permits 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 (where applicable);
 - (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 the Client's failure 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 apply to all Services provided over any terms and conditions which the Client has provided or may in the future provide or 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 in US Dollars. 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 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 E25 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 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, 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, 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 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 E25 administration fee per invoice for any additional copies of invoices or pending invoice detail, format or structure 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 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

- 6.3 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.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client, and that Intertek shall have the right to take any and all steps necessary to protect such intellectual property. 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 that person will be 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 through appropriate legal means.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent or restrict 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 through appropriate legal means.
- 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) acts of God or force majeure, 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) acts of utilities companies such as providers of telecommunication, internet, gas or electricity services.
 - 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
 - 9.3 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
 - (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
 - (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
 - (c) continue to provide the Services pursuant to this Agreement.
 - 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, that party or its directors, officers, employees, agents or sub-contractors; or
 - (b) for fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 Subject to Clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this agreement or any matter arising out of or in connection with the services to be provided in accordance with this agreement shall be limited to the amount of charges due by the client to Intertek under this agreement.
- 10.3 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
 - (a) loss of profits;
 - (b) loss of assets 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 the claim, 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 this Agreement:
 - (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 caused or suffered by any person or entity arising out of or in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors, 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, non-performance or non-compliance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
 - (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
 - (f) any claims or suits arising 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, product liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employee's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employee'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 in the event of a material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
 - (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
 - (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order (or being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an embargement takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of this Agreement, Intertek shall be entitled 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 or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

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

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnamese Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).
16. **MISCELLANEOUS**
 - 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid illegal or unenforceable provision. It is a fundamental part of this Agreement that it is intended that it prevails over the other provisions 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 enterprise 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 II

BAN HÀNH KÈM THEO GIẤY CHỨNG NHẬN SỐ: VNMT21006279

Chứng từ 2	Số	Ngày ban hành
Tờ khai nhập khẩu	103803152460	23/01/2021
Vận đơn	4815-0653-101.011	16/01/2021
Hóa đơn (Invoice)	9020025959, 9020025781	12/01/2021
Hợp đồng	TIV-TIT/VIE15	01/01/2015
Lô hàng	T20210211	-

Số TT	Tên Sản Phẩm Dệt May	Mã Sản Phẩm (Ký Hiệu, Kiểu Loại)	Nhãn Hiệu	Xuất Xứ	Màu Sắc	Chất Liệu (Thành Phần Sợi)	Số Lượng (Cái)	Kích Thước (Size)	Nhóm Sản Phẩm
1	Quần lót nữ sloggi ZERO Feel Hipster AX	87-2123	Sloggi	Thái Lan	04, 3L, HC	70% polyamide, 30% elastane	1700	M, L	2
2	Áo lót nữ sloggi ZERO Feel Bralette AX	88-300	Sloggi	Thái Lan	04, 3L, HC	70% polyamide, 30% elastane	1790	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. INTERPRETING

- 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, the Services; 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/or
 - (d) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party;
 - (e) **Intellectual Property Rights** means copyrights, trademarks, patents, 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
 - (f) **Reports** shall have the meaning as set out in Clause 2.3 below;
 - (g) **Services** means the services set out in any relevant Intertek Report, or any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and any communication from the Intertek entity to Intertek of a Report;
 - (h) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
 - (i) 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 provide 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 Intertek 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 the Client's specific instructions made known to Intertek by the Client in accordance with Clause 4.3(i).
- 2.6 The Client acknowledges and agrees that Intertek does not intend 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. 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, the Client agrees not to abridge, amend, vary, modify, alter, vary, amend, vary, modify, alter, vary, amend 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 any other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(i);
 - (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as far as 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, disclaimer, limitation of liability 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 Report 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 enter into the Agreement on behalf of the Client and to bind the Client contractually as required;
 - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or destroyed in the course of testing and that 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 Intertek with a copy of the Client's feedback to Intertek;
 - (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 relevant premises at which the Services are to be provided;
 - (g) to notify Intertek promptly of any risk, safety issue 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 permits 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 or any other party to whom they are lawfully owed; 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 the Client's failure 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 overrides any terms and conditions which the Client has provided or may in the future provide or refer to in 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 expressed in any applicable tax shall be payable by the Client to Intertek in accordance with applicable laws 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 referred to above shall be payable 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 If the Client delays payment of an invoice, Intertek reserves the right to charge a £25 administration fee 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 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 outstanding 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, without prejudice to Intertek's right to collect the actual extrajudicial costs in excess of this amount. The judicial costs are set at an amount equal to least 10% of the principal plus interest, without prejudice to Intertek's right to collect the actual extrajudicial costs 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 any request for changes to the agreed format of the invoice, format or structure 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 may constitute a breach of this Agreement, Intertek reserves 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, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.4 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. The Client agrees to observe all applicable laws and regulations relating 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; 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 prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure of such Confidential Information.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes preventing 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.
- 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) acts of God, war, civil war, riot, revolution, acts of terrorism, military action, sabotage and/or piracy;
 - (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning, explosions and fires;
 - (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
 - (d) any other event of a similar nature.
- 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 perform its obligations to the extent that it remains able to perform its 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 own Fraud or that of its directors, officers, employees, agents or sub-contractors.
- 10.2 Subject to clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this agreement or any matter arising out of or in connection with the services to be provided in accordance with this agreement shall be the amount of charges due by the client to Intertek under this agreement.
- 10.3 Subject to clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
 - (d) loss of or damage to goodwill or reputation;
 - (e) loss of anticipated savings;
 - (f) cost or expenses incurred in relation to making a product recall;
 - (g) loss of use or corruption of software, data or information; or
 - (h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
- 10.4 Any claim by the Client against Intertek (always subject to the provisions of this clause 10) must be made within ninety (90) days after the 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 this Agreement:
 - (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 of any person or entity other than 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, supported performance or non-performance of any Services or any other obligations of Intertek under this Agreement to the extent that the 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, public 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 owned by the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
 - (a) either party if the other party materially breaches 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 or by mutual agreement 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 embarrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 The Client agrees to indemnify Intertek for any loss or damage or other expense or liability incurred by Intertek or any other parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

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

15. GOVERNING LAW AND DISPUTE RESOLUTION

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

16. MISCELLANEOUS

- 16.1 **Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 **No partnership or agency.** Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- 16.3 **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 III

BAN HÀNH KÈM THEO GIẤY CHỨNG NHẬN SỐ: VNMT21006279

Chứng từ 3	Số	Ngày ban hành
Tờ khai nhập khẩu	103803864510	23/01/2021
Vận đơn	4851-0153-012.047	19/01/2021
Hóa đơn (Invoice)	9020026399	12/01/2021
Hợp đồng	TIV-TIT/VIE15	01/01/2015
Lô hàng	T20210213	-

Số TT	Tên Sản Phẩm Dệt May	Mã Sản Phẩm (Ký Hiệu, Kiểu Loại)	Nhãn Hiệu	Xuất Xứ	Màu Sắc	Chất Liệu (Thành Phần Sợi)	Số Lượng (Cái)	Kích Thước (Size)	Nhóm Sản Phẩm
1	Áo lót nữ sloggi Everyday HP	11-1214	Sloggi	Trung Quốc	CS	95% cotton, 5% elastane	360	A75, A80, B75, B80	2
2	Áo lót nữ D 178 WHPD	16-5665	Triumph	Trung Quốc	CS, GT	95% polyamide, 5% elastane	3370	A75, A80, B75, B80	2
3	Áo lót nữ Natural Elegance WHP	16-8075	Triumph	Trung Quốc	DK, EP	90% polyamide, 10% elastane	1620	B75, B80, B85, C80, C85	2
4	Áo lót nữ Maximizer 025 MDS	18-695	Triumph	Trung Quốc	04, GT, JN	80% polyester, 15% polyamide, 5% elastane	5250	A75, A80, B75, B80	2
5	Áo lót nữ Fashion 921 WHPD	19-5751	Triumph	Trung Quốc	04, BW	90% polyamide, 10% elastane	1700	B75, B80, B85, C75, C80, C85	2
6	Áo lót nữ Maximizer 039 MVT 02	19V623	Triumph	Trung Quốc	GT, LZ	80% polyamide, 20% elastane	4840	A75, A80, B70, B75, B80	2
7	Áo lót nữ Corsina 01 HP	21-427	Triumph	Trung Quốc	04, CS	60% cotton, 35% polyamide, 5% elastane	2040	A80, A85, B75, B80, B85	2
8	Quần lót nữ sloggi Comfort Tanga	76-512	Sloggi	Trung Quốc	03, EP, CS	88% cotton, 12% elastane	1180	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 performance of, this Agreement; and (b) is disclosed in writing, electronically, visually, orally or otherwise hovever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or
 - (d) **Intellectual Property Rights** means all copyright, trademark (registered or unregistered), patent, patent applications (including the right to apply for a patent), service marks, design rights (registered or unregistered), trade secrets and other like rights hovever existing
 - (e) **Reports** shall have the meaning as set out in Clause 2.3 below;
 - (f) **Services** means the services set in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and includes all the services set out in a Report;
 - (g) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by Intertek in the course of providing the Services to the Client, together with status summaries or any 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, 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 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 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, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
 - (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
 - (b) that the Services to be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
 - (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
 - (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as if the breach had not occurred in order 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 notification, delivery, 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 liaise with Intertek on behalf of the Client and to bind the Client contractually as required;
 - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may be analysed or destroyed or otherwise disposed of 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 Intertek with a test plan;
 - (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 relevant information in relation to the 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 permits and consents in accordance 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, in whole or in part, in any form, in any medium, in any manner, in any location, in any jurisdiction;
 - (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 prevail 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 expressly exclude any applicable taxes that 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 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 e25 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 execution of any applicable parts 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 outstanding 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, 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 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 time 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 e25 administration fee per invoice for any additional copies of invoice or amended invoice detail, format or structure 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 violation of its obligations to Intertek result in Intertek incurring 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

- 6.3 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.
- 6.4 All Intellectual Property Rights in any Reports, documents, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, documents, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client 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; 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 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 prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent or limit such disclosure.
- 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.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.

8. AMENDMENT

- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.
9. **FORCE MAJEURE**
 - 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
 - (a) natural disasters, such as earthquakes, tidal waves, floods and/or lightning; explosions and fires;
 - (b) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
 - (c) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
 - 9.2 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 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) indemnify the other party for any loss or damage caused 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 claims of fraud or for that of its directors, officers, employees, agents or sub-contractors.
- 10.2 Subject to clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this agreement or any matter arising out of or in connection with the services to be provided in accordance with this agreement shall be the amount of charges due by the client 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 or should have been aware of the claim. Any 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 arising from or in connection with any contract with or between the Client and any entity and/or person 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, non-performance or alleged non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
 - (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
 - (f) any claims or suits arising 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 liability, 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 other than the Client's 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 in the event of a material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that party by recorded delivery or courier requesting the other to remedy such breach;
 - (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
 - (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order (or being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 The termination of this Agreement shall not affect the obligations of either party under this Agreement or any other rights or remedies the parties may have. The Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

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

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and the Proposal shall be governed by Vietnam law. The parties agree to submit to the exclusive jurisdiction of the Vietnam Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).
16. **MISCELLANEOUS**
 - 16.1 Severability. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid illegal or unenforceable provision. If the validity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
 - 16.2 No partnership or agency. Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
 - 16.3 Waivers. 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 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 IV

BAN HÀNH KÈM THEO GIẤY CHỨNG NHẬN SỐ: VNMT21006279

Chứng từ 4	Số	Ngày ban hành
Tờ khai nhập khẩu	103809192430	26/01/2021
Vận đơn	4351-0653-012.048	20/01/2021
Hóa đơn (Invoice)	9020026372	20/01/2021
Hợp đồng	TIV-TIT/VIE15	01/01/2015
Lô hàng	T20210214	-

Số TT	Tên Sản Phẩm Dệt May	Mã Sản Phẩm (Ký Hiệu, Kiểu Loại)	Nhãn Hiệu	Xuất Xứ	Màu Sắc	Chất Liệu (Thành Phần Sợi)	Số Lượng (Cái)	Kích Thước (Size)	Nhóm Sản Phẩm
1	Áo lót nữ D 416 WHP	E001991	Triumph	Trung Quốc	XL	65% polyester, 10%polyamide, 25% elastane	2969	B75, B80, B85, C80, C85	2
2	Áo lót nữ D 410 WHU	E001879	Triumph	Trung Quốc	NZ	30% polyester, 60% polyamide, 10% elastane	2978	A75, A80, B70, B75, B80	2



These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and 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 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/or
(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 all services set out in any relevant Intertek proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
(g) Proposal means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which it 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 Intertek's standard methods, 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 to the Client in reliance on the facts and representations set out in the Reports which 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 the Client or any third party for any loss or damage arising from the use 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 and in relation to 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 relevant requirements, standards, usage or practice. The Client understands that reliance on any Reports issued to the Client in reliance on the facts and representations set out in the Reports which 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.
(d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
3.2 In the event of a breach of the warranty set out in Clause 3.1, Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and 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 shall not be liable for any loss or damage arising from the use of any information, samples or other related documents provided by sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
(a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
(b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
(c) that any information, samples and related documents (if any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
(d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
(e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
4.2 In the event of any breach of the warranty set out in Clause 4.1, the Client shall cause any third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
4.3 The Client further agrees:
(a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
(b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, 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 and agrees that Intertek may become damaged or destroyed if 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:
(i) testing equipment, fixtures, jigs, etc.;
(ii) provide instructions and feedback to Intertek in a timely manner;
(iii) 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;
(iv) prior to Intertek's testing, to inform Intertek of any 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;
(v) 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;
(vi) to inform Intertek of any applicable laws or regulations that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
(vii) 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;
(viii) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
(ix) 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;
(x) 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
(xi) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
4.4 Intertek shall be liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.

5. CHARGES, INVOICING AND PAYMENT

- 5.1 The 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 constitute 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 shall have the right to adjust the charges accordingly.
5.5 The Charges are expressed exclusively in 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 the 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 costs 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 a bank 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 USD 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 to Intertek to fund the desired security. Intertek has the right, without prejudice to its other 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 terminated by Intertek shall remain in force until payment in full is received by Intertek. Intertek shall have the right to set off 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, 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 electronic invoice by other than the invoice which has 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 the invoice, without prejudice to Intertek's right to charge a USD administration fee per invoice for issuing additional copies of invoices or amending invoice detail, format or structure from that agreed in the Proposal.
5.15 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.
5.16 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 of any Intertek 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) created 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 purpose 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. Intertek shall retain all proprietary rights in and 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) disclose 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 advisors 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 7.2; 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) independently developed by the Receiving Party without access to the relevant Confidential Information.
7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent such disclosure.
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 respect of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information under 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 amendments 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 unrest, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
(b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
(c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
(d) any of the activities of companies such as providers of telecommunication, internet, gas or electricity services.
9.2 For avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
9.3 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
(a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
(b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
(c) 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) where death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
(b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
10.2 Subject to clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this agreement or any matter arising out of or in connection with the services to be provided in accordance with this agreement shall be the amount of charges due by the client to Intertek under this agreement.
10.3 Subject to clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for any:
(a) loss of profits;
(b) loss of sales or business;
(c) loss of opportunity (including without limitation in relation to third party agreements or contracts);
(d) loss of or damage to goodwill or reputation;
(e) loss of anticipated savings;
(f) cost or expenses incurred in relation to making a product recall;
(g) loss of use or corruption of software, data or information; or
(h) any indirect, consequential loss, punitive or special loss (even when advised of their possibility).
10.4 Any claim by the client against Intertek (always subject to the provisions of this clause 10) must be made within ninety (90) days after the claim becomes aware of any such loss or damage. Any failure to give such notice of claim within ninety (90) days shall constitute a bar/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 for the Client, its officers, employees, agents or sub-contractors or by or for the Client in connection with 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, purport 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 employee's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

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

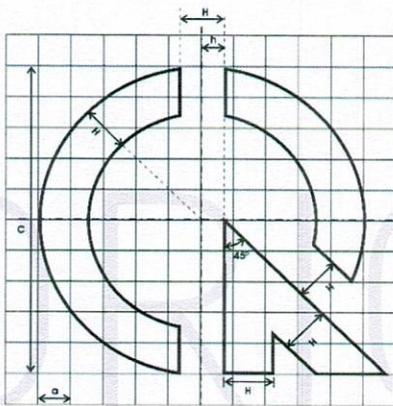
16. MISCELLANEOUS

- 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 or new 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 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.

THỎA THUẬN SỬ DỤNG HỢP QUY

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

- Cung cấp mã số chứng nhận lô hàng hóa sản phẩm dệt may: VNMT21006279
- 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 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 any 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/or
 - (d) is information, which is considered to be confidential by the receiving party.
- (e) **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
- (f) **Reports** shall have the meaning as set out in Clause 2.3 below.
- (g) **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;
- (h) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and material prepared by Intertek for the purpose 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 in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed to have authorised Intertek 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 outlined in the Proposal and Intertek's Report to the applicable third party. Intertek's performance is determined by 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 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 for any loss or damage, or for any negligence or other liability, arising from the Client's reliance on any Reports issued by Intertek in providing the Services pursuant to this Agreement. Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
 - (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
 - (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
 - (c) that it will take reasonable steps to ensure that what is shown on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
 - (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other material 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 warranty of fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.

4. CLIENT WARRANTIES AND OBLIGATIONS

- 4.1 The Client represents and warrants:
 - (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
 - (b) that it is secure in the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
 - (c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
 - (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
 - (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any legal rights (including Intellectual Property Rights) of any third party, the Client shall acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
 - (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
 - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documents for the necessary testing or other services, in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may be damaged or destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction;
 - (c) that it is responsible for ensuring 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 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 issuance of a certificate, to inform and advise Intertek immediately of any changes during the terms 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 original form;
 - (l) in no event, will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
 - (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party.
- 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 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 or set-off shall be made. Payment 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 do so, Intertek has the right to suspend the Client's right to use the Services, 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 in writing 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 least 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 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 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 from either party to the other, without prejudice to its other 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.
- 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) created 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. Intertek shall retain all rights in and to any 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 7.2; and
 - (d) to any subsidiary, affiliate, agent, contractor 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 6.6;
 - (c) is or becomes public knowledge through the actions of a third party 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 Confidential Information 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) fire, whether insured or not; civil war, riots, rebellion, acts of terrorism, military action, sabotage and/or piracy;
 - (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning, explosions and fires;
 - (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
 - (d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
 - (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
 - (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
 - (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

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

11. INDEMNITY

- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, representatives, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, 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) Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
 - (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- 11.2 Intertek shall indemnify and hold harmless the Client, its officers, employees, agents and subcontractors and Intertek's subcontractors for 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 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.

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 subcontractors who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.

13. TERMINATION

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

14. ASSIGNMENT AND SUB-CONTRACTING

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

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement and its interpretation 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 of any such provision is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- 16.2 **No partnership or agency.** 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 of the other party under this Agreement.
- 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 any other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.

QUYẾT ĐỊNH CẤP CHỨNG NHẬN HỢP QUY
CHO SẢN PHẨM DỆT MAY THEO QUY CHUẨN KỸ THUẬT QUỐC GIA
QCVN 01/2017/BCT

Ngày: 18/02/2021

CÔNG TY ĐĂNG KÝ CHỨNG NHẬN: **CÔNG TY TNHH TRIUMPH INTERNATIONAL VIỆT NAM**
Căn cứ theo hồ sơ chứng nhận:

Tên tài liệu\ hồ sơ	Ngày ban hành	Ghi chú
<input checked="" type="checkbox"/> Báo cáo thử nghiệm	18/02/2021	VNMT21006279
<input checked="" type="checkbox"/> Phiếu xem xét đánh giá hồ sơ chứng nhận sản phẩm Thẩm định cấp chứng nhận	18/02/2021	VNMT21006279
<input checked="" type="checkbox"/> Đơn đăng ký chứng nhận	04/02/2021	491
Hồ sơ lô hàng: theo số vận đơn		
<input checked="" type="checkbox"/>		
Chứng từ	Số vận đơn	
Chứng từ 01	HACHPH210101260	15/01/2021
Chứng từ 02	1815-0653-101.011	16/01/2021
Chứng từ 03	4351-0153-012.047	19/01/2021
Chứng từ 04	4351-0653-0.12.048	20/01/2021
<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"/> Bằng chứng nhận	18/02/2021	VNMT21006279
<input checked="" type="checkbox"/> Danh mục sản phẩm phù hợp QCVN 01/2017/BCT (Phụ lục giấy chứng nhận)	18/02/2021	VNMT21006279

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

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

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



LÊ THỊ HỒ PHƯƠNG
GIÁM ĐỐC CHỨNG NHẬN

Intertek Vietnam Ltd.

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

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TEX-CER-FORM-003-V2



Intertek General Terms and Conditions of Services

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek (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 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/or
 - (d) is information, however disclosed, which is reasonably considered to be confidential by the receiving party.
- (e) **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
- (f) **Report(s)** shall have the meaning as set out in Clause 2.3 below.
- (g) **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;
- (h) **Proposal** means the proposal, estimate or fee quote, if applicable, provided to the Client by Intertek relating to the Services;
- 1.2 The headings in this Agreement do not affect its interpretation.

2. THE SERVICES

- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal which Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared in the course of providing the Services to the Client, together with any summaries or communication in any form describing the results of any work or services performed (Report(s)) shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to any 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 the standard operating procedures, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Reports issued to the Client on the basis of 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 be liable to the Client or any third party for any actions taken or not taken on the basis of such Report.
- 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 the Client or any third party for any actions taken or not taken on the basis of such Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, allocate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.

3. INTERTEK'S WARRANTIES

- 3.1 Intertek warrants exclusively to the Client:
 - (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
 - (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
 - (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
 - (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranties 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. Any warranties or conditions implied by statute or common law which are not excluded or excluded in a less than full manner by the 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 any information, samples or other related documents and materials provided by the Client (including its agents, sub-contractors and employees) without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
 - (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and
 - (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Client or 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.
 - (a) The Client further agrees:
 - (i) 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;
 - (ii) 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 the agreed schedule of testing and to enable Intertek to provide the Services in accordance with the agreed schedule 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;
 - (iii) that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to the following: fixtures, jigs, tools, etc;
 - (iv) to provide instructions and feedback to Intertek in a timely manner;
 - (v) 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;
 - (vi) prior to Intertek commencing work on the Services, to inform Intertek of any interlocking 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;
 - (vii) 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;
 - (viii) to inform Intertek of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is restricted or banned from such transaction;
 - (ix) 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 effect on the accuracy of the certification;
 - (x) 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;
 - (xi) 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
 - (xii) 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.
- 4.3 The Client agrees that in the event of any breach of this Agreement by 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 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 acceptance of this Agreement by the Client.
- 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, 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 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 E25 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 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 and that Intertek is entitled 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 (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, within 10 to 15 days above. Intertek's right to collect the charge a E25 administration fee per invoice for issuing additional copies of invoices or amending invoice detail, format or structure 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 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) received by the Client 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. Intertek shall have the right to use any such Reports, documents, graphs, charts, photographs or other material for the purposes of this Agreement and for the purposes 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; 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;
 - (c) is disclosed by the Receiving Party to a third party who lawfully acquires 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 the opportunity to be heard on 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 In the event that Confidential Information of the Receiving Party 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 performance of the Services.

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) death or substantial disability, illness, riot, civil unrest, revolution, acts of terrorism, military action, sabotage and/or piracy;
 - (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning, explosions and fires;
 - (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
 - (d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a Force Majeure Event) shall:
 - (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
 - (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
 - (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Neither party excludes or limits liability to the other party:
 - (a) in respect of death or personal injury, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or to its own fraud (or that of its directors, officers, employees, agents or sub-contractors);
 - (b) subject to clause 10.1, the maximum aggregate liability of Intertek in contract, tort (including negligence and breach of statutory duty) or otherwise for any breach of this agreement or any matter arising out of or in connection with the services to be provided in accordance with this agreement shall be limited to the amount of the fee payable 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 opportunity (including trade marks) pursuant to this Agreement; and
 - (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 The Client by the Client against Intertek (always subject to the provisions of this clause 10) must be made within ninety (90) days after the Client becomes aware of the event giving rise to 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) the death or substantial disability, illness, riot, civil unrest, revolution, acts of terrorism, military action, sabotage and/or piracy; or
 - (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- 11.2 Intertek shall indemnify and hold harmless the Client, 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 arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek;
 - (b) any claims or suits arising as a result of any negligence or other breach of contract or tort by Intertek or any subcontractor; and
 - (c) 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.
- 11.3 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 on written notice to the other in the event of an intentional breach of an obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
 - (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
 - (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order (or being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (other than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement, Intertek shall be liable to the Client for any and all obligations and liabilities which it 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 rights which are expressly or by implication intended to come into force or continue in force on or after such termination or expiration.

14. ASSIGNMENT AND SUB-CONTRACTING

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

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement shall be governed by the law of Vietnam. 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 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 or breaches.
- 16.4 **Entire agreement.** This Agreement and any other contract or other document entered into by the parties in connection with 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.