

# GENERAL TERMS AND CONDITIONS OF SALE (English version 2018.11.14)

## 1. Area of Application - Enforceability

The present general terms and conditions of sales (hereafter referred to as "GTS"), govern the contractual relationships (hereafter "the Contract") between the company hereafter identified in the Offer (as defined in article 2 below), hereafter referred to as "The Company" and its customers, referred to as "the Customer" together referred to as "the Parties", in connection with the providing of analytical testing, inspection services etc (hereafter "the actual work").

Customer's acceptance of the present GTS triggers that these Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties (including Customer's General Terms of Purchase) and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties.

Any exception to the present GTS will have to be mentioned in the Quote (defined below) or be reported in a written document signed by a person duly entitled to represent the Company. Should this not be the case, any provision of any kind as proposed by the Customer, at whatever moment and under whichever form, that would deviate from the present GTS will be rejected and considered void (ref. art.2.2 below).

## 2. Orders

Any ordering triggers the full acceptance without exceptions to the present GTS.

Any actual work or any order of product generates the issuing of a written offer by the Company (hereafter referred to as « the Offer») either on paper (fax or courier), or on an electronic support, to which are attached the present GTS. The Offer being accepted by the Customer, entailing acceptance of the present GTS, returned on paper or electronic support, trigger conclusion of the Order. The Offer specifies for how long it will be valid.

The Offer completes or may modify the present GTS and represents as such the conditions applicable to the Contract.

The execution of the Actual work can only start, after the receipt by the Company of the Offer accepted, if the Company has received the samples that have to be analyzed or inspection is executed as well as the full set information identified in the Offer.

The benefit of the Order lies with the Customer and may not be transferred to anybody without the previous and formal agreement of the Company.

The Customer authorizes the Company, for any reason whatsoever, to sub-contract the execution of the order to any person of its choice.

Any condition, specific to an existing Order will not automatically apply to subsequent orders. Any offer of the Company accepted by the Customer will be treated as a separate contract.

Any additional service requested by the Customer on samples received by the Company will generate the issuance of a new Offer and will be treated as a new Order that may also trigger new execution terms.

Any logistic service related to the collection of samples or withholding outside of laboratory will have to be paid in total, unless it has been cancelled or modified by the Customer at least 48 hours before in the case of collection, 96 hours before for a withholding, and one week before for an audit.

Any Analysis service will have to be paid in total, unless it has been cancelled or modified by the Customer, before the collection of the samples.

## 3. Price and payment conditions

If the acknowledgment of an order does not state otherwise, the company's prices apply "ex works", excluding packaging and taxes, which are charged separately.

The actual work or the sale of products are carried out at tariffs into force at the day of the Offer.

Prices are established on the basis of the data provided by the Customer and for normal conditions of execution of the supply of the service.

For the execution of the actual work, the Company will be entitled to increase the prices indicated in the Offer in cases where specificities of the samples for analytical service and sample size for inspection service, unknown at the moment of the preparation of the Offer, would generate additional costs for the execution of the service. Such increase may also apply in case during the execution of the contract new regulations or recommendations would have to be followed by the Company; or the change of the actual shipment quantity at inspection time and would entail increased execution costs. Price increases would be followed by a detailed justification of their origin.

Prices are exclusive of all applicable taxes (includes VAT) and are based on tariffs in force at the day of the remittance if the request for payment to the Customer. Applicable taxes are those into force at the date of invoicing.

Unless specifically agreed otherwise by the Company in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date.

The payment method is bank transfer with all bank charges born by the Customer or direct debit or in cash. Any other method of payment must receive prior agreement from the Company.

Any invoice which remains outstanding after due date will carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower, and a compensation for recovery costs as informed by GTS, with the right for the Company to put on hold all orders in process and to ask for the reimbursement of all costs incurred to recover the amounts due, exceeding the amount of the recovery costs mentioned above.

Any challenge of invoice by the Customer will have to be notified to the Company by registered mail no later than 30 days as from invoicing.

The Customer shall not be allowed to make any compensation between the amounts due to the Company for the analysis carried out and the amounts whatsoever due to him by the Company, without any upfront written agreement of the Company.

An analysis or sale of product will give raise to a minimal fee of 600,000 VND (Six Hundred Thousand VND) taxes excluded, even if its cost would be lower.

Except for the Value Added Tax invoice which shall be re-issued under provisions of applicable law, any repeated invoice or Report requested by Customer will trigger invoicing of additional charges of 400,000 VND (Four Hundred Thousand VND) per document.

The Company is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

## 4. Duties of Customer in Delivering Samples or Materials for Analytical Testing Service

The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty.

The Company is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described above. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – the Company shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by the Company to that point.

The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to the Company premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform the Company personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to the Company premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies the Company against, all costs, damages, liabilities and injuries that may be caused to or incurred by the Company or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At the Company's request, the customer must provide the Company with the exact composition of the samples.

Unless otherwise agreed by the parties in the specific order, customer hereby warrants that samples are taken, handled and shipped in accordance with customer's sampling rules, and further warrants that project design including sampling rules has been duly developed taking into consideration the data quality objectives of the service scope. The customer acknowledges that the service provided is subject to detection limits, confidence intervals and other characteristics have been duly considered in the study design.

## 5. Property Rights on Sample and Intellectual Property

The Customer keeps the ownership of the samples. The Customer authorizes the Company to use free of charge the samples to carry out the analysis, and will state in its order whether, after analysis, the sample has to be returned, destroyed or kept in stock in such a case the duration of the stock has to be fixed), the Customer fully bearing the cost of such choice.

The Company will not be liable in case of deterioration of the sample.

Should the samples be returned by the Company, all transport, insurance and packaging costs will be borne by the Customer. The Company will not be liable in case of deterioration of the sample during transport.

The Company can dispose of or destroy samples 30 days (maximum) after the reception by the Customer of the Analysis Report, unless the Company and the customer have agreed in writing on the terms of the Company's retention of the sample. The Company also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for the Company arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, the Company will return them to the customer, at the customer's cost and risk.

The name, service marks, trademarks and copyrights of Company is and shall remain the sole property of Company and shall not be used by the customer except solely to the extent that the customer obtains the prior written approval of Company and then only in the manner prescribed by Company. The customer shall not contest the validity of the marks or take any action that might impair the value or good will associated with the marks or the image or reputation of Company.

## 6. Delivery Dates, Turnaround Time

Delivery dates and turnaround times are estimates and do not constitute a commitment by the Company.

Results are generally sent by email and/or by mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the actual work is completed.

The Company also provides with support advice and information in connection with scope of the analytical testing service, and as well on the results of such analytical testing service and their consequences. However, the usage of the results of the analytical testing service exclusively lies with the Customer who under its own responsibility will take the actions that will be judged appropriate in this respect.

In case of subcontract, the subcontractor originals reports justifying the results would be given upon demand from the Customer.

Upon request of the Customer, the Company may carry out a comparison between the results of the analytical testing service and the regulations applicable in a given area.

## 7. Transfer of Property

Title in any analysis results, inspection report, products, equipment, software or similar supplied by the Company to the customer will remain with the Company until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them.

Should the Customer wish to refer under any form or support whatsoever to the accreditation or the analysis report, he will have to ask upfront the authorization of the Company, which will be free to determine whether it will be possible to be identified, and if applicable the rules to be followed.. Irrespective of such possibility of identification, the Customer guarantees the Company against all consequences, of any nature whatsoever, of a publication/spread of the analysis report, for instance in the case where it would cause prejudice to a third party or to the Company, and will cover the Company any request for indemnification to repair any damage which is resulting from such a publication/spread.

Even after payment in full by the customer, the Company shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

## 8. Limited Warranties and Responsibilities

In the handling of the orders, the Company will put its best efforts and reasonable degree of care in accordance with the current state of technology and methods developed and generally applied in the sector. The Company will be entitled to determine the methods, proceedings, techniques, products or others that will be necessary to the execution of the analysis.

Each analytical report relates exclusively to the sample analyzed by the Company. If the Company has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed the Company's recommendations, the Company shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

A preliminary analysis report and/or an extract of report would be given upon demand from the Customer. However, considering that it does not include all the requested analysis, the report shall not involve the legal responsibility of the laboratory.

The customer is responsible for the proper delivery of samples sent to the Company for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by the Company, the Company accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of the Company.

The customer warrants and represents to the Company that all samples sent to the Company for analysis are safe and in a stable condition and undertakes to indemnify the Company for any losses, injuries, claims and costs which the Company, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample.

Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and the Company. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold the Company harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

The Customer warrants the Company against any claim coming from third parties that are related to the Customers or its order at any respect whatsoever for any cause whatsoever, and commits to entirely indemnify the Company for any indemnity that the company would be obliged to pay to a third party

## 9. Limitation of liability

The Company (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all The Company's partners and affiliates), shall be liable only in presence of a proven direct and immediate damage caused by the Company's willful misconduct in connection with the performance of an order and then, only if the Company has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim.

The Customer waives any other claim against the Company and will cause its insurers to do the same.

In all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the Company's liability per claim, and the customer's exclusive remedy will be based on the direct and immediate loss or damage caused by the Company's willful misconduct in connection with the performance of the order

The Company Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

## 10. Repeated analysis

Objections to test or inspection results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if the Company has a sufficient amount of the original sample on hand when it receives the customer's objection.

Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

## 11. Force Majeure

The Company cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond the Company's reasonable control, or which result from compliance with governmental requests, laws and regulations

## 12. Confidentiality

The Company commits to keep the analysis report confidential and will not be allowed to use it or to divulge it to any third party for any reason whatsoever, except with a view to proving the execution of the work and obtain related compensation, or upon request of a competent administrative authority or to execute a court decision.

The Company commits to keep confidential all technical, commercial, financial or other information that would be communicated to it in the setting of the execution of the analysis, and identified as being confidential by the Customer.

The Customer commits to keep confidential all technical, commercial, financial or other information it may be aware of in the setting of the execution of the analysis by the Company, as well as on the composition of products and software delivered by the Company.

## 13. Tolerance – Partial invalidity

Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible. The parties will be entitled to replace the invalid provisions.

Failure by either The Customer or the Company to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

## 14. Economic and Trade Sanctions

a) The Customer warrants that for the Term of this Contract, in relation to any economic and trade Sanctions imposed by the United Nations, the European Union, the United States of America or any other country, that

- It is not the target of any Economic Sanctions;
- To the best of its knowledge, it is not controlled or beneficially owned by any person subject to Economic Sanctions;

- It shall comply with all Economic Sanctions Laws without limiting the generally of the foregoing, Customer shall not (i) directly or indirectly export, re-export, transship or otherwise deliver the services or any portion of the services in violation of any Economic Sanctions Law, or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law;

- It is not engaged in any proceedings or subject to any investigations from authorities for the alleged breach of any Economic Sanctions Law.

b) The Customer shall indemnify the Company against any losses, liabilities, damages, fines, costs (including but not limited to legal fees) and expenses incurred by, or awarded against Customer or its affiliates or representatives as a result of any breach of clause a) by the Customer.

c) Without affecting any other right or remedy available to it, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if the Customer commits a breach of clause a), and the Customer shall not be entitled to claim compensation or any further remuneration.

For the purpose of this clause:

- Economic Sanctions means any economic Sanctions, restrictive measures or trade embargoes adopted by the UN Security Council, the European Union, the United States of America or any other sovereign government.

- Economic Sanctions Law means any law, regulation or decision enacting Economic Sanctions

## 15. Governing Law and Jurisdiction

The contractual relationship between the company and the customer is subject to Vietnam law.

Any litigation arising as to the validity, interpretation, conclusion, execution or termination of the contract shall be governed by the commercial court of the place where the legal seat of the company having accepted the order in question is located, which shall have exclusive jurisdiction.

In the setting of the contractual relationship between the company and a foreigner customer, the English version of the current GTS will supersede any other language.