



## **GENERAL TERMS & CONDITIONS OF SERVICES SUPPLY (V.2025.12)**

### **1. Area of Application**

1.1. These general terms and conditions of Services Supply (the “Terms and Conditions”) govern the contractual relationships between:

(a) CENTER FOR ENVIRONMENTAL TECHNOLOGY AND MANAGEMENT, legally established and operating under Science and Technology Activity Registration Certificate No. 87/ĐK-KHCN, with its registered head office at Lot T2-6, D1 Street, High-Tech Park, Ho Chi Minh City (hereinafter referred to as “**ETM**”); and

(b) its Customer(s) (hereinafter referred to as the “**Customer**”).

1.2 All Orders accepted by ETM will be governed by these General Terms and Conditions of Services Supply (the “Terms and Conditions”), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with ETM is accepted by ETM. An order placed with ETM is considered as accepted by ETM when (a) ETM proceeds to fulfil that order, without need for any written confirmation from ETM or (b) ETM accepts the order in writing.

1.3 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the General Director of ETM), employee, agent or subcontractor of ETM has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ETM, unless it is in writing and signed by the General Director of ETM.

### **2. Placement of Order**

2.1 A Customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the Customer or by using ETM's approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The Customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the Customer sends samples to ETM quoting the Customer reference. ETM is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the General Director of ETM, any terms proposed or submitted by a Customer at any time (including, but not limited to, terms or provisions in the Customer's order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ETM will be treated as a separate contract between ETM and the Customer.

2.3 ETM is entitled to charge management and administrative fees of up to a Vietnamese dong amount equivalent to 600,000 VND (Six Hundred Thousand VND) in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

2.4 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the Customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

### **3. Price and Terms of Payment**

3.1 If the acknowledgment of an order does not state otherwise, ETM's prices applied for "ex works", excluding packaging, will be charged separately. Any additional cost or disbursement (e.g. incurred by ETM in connection with the order) must be paid by the Customer.

3.2 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.

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

3.4 Unless specifically agreed otherwise by ETM in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a Customer to defer the payment. Any invoice which remains outstanding after the due date, shall be additionally charged with a penalty of a Vietnamese dong amount equivalent to 1,800,000 VND (One Million Eight Hundred Thousand VND), but will not be more than 8% of the unpaid amount, and carry an interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.5 The invoice payment shall be conducted through bank transfer or direct debit or in cash. Any other form of payment must be received prior consent in writing of ETM. The Customer undertakes to provide bank account details to ETM.

3.6 ETM is entitled to require the Customer to make the payment of up to 100% of the quoted order price as a condition of acceptance to provide services.

### **4. Duties of Customer in Delivering Samples or Materials**

4.1 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. ETM 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 in this clause 4.1. 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 – ETM shall be entitled to terminate or interrupt the order and the Customer shall bear costs incurred by ETM to that point.

4.2 The Customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or in otherwise to ETM's premises, instruments, personnel or representatives. It is the Customer's responsibility to comply with hazardous waste regulations, including regarding information, transportation and disposal, and to inform ETM's personnel or representatives about the sample health and safety situation, 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 ETM's premises, instruments, personnel and representatives related to the contamination. The Customer shall be responsible for, and indemnifies ETM against all costs, damages, liabilities and injuries that may be caused to or incurred by ETM 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 ETM's request, the Customer must provide ETM with the exact composition of the samples.

4.3 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 project scope. The customer acknowledges that the service provided is subject to detection limits, confidence intervals and other characteristics inherent in the used methodology, and confirms that such services' characteristics have been duly considered in the study design.

## **5. Property Rights on Sample Material and Sample Storage**

5.1 All samples become the property of ETM to the extent necessary for the performance of the order. Unless the Customer pays for the storage, ETM shall have no obligation or liability for samples sent to ETM for storage, including samples requiring refrigeration. If the Customer pays for the storage, ETM will take commercially reasonable steps to store the samples according to professional practice.

5.2 ETM can dispose of or destroy samples immediately after the analysis has been performed, unless ETM and the Customer have agreed in writing on the terms of ETM's responsibility to retain the sample(s). ETM also can dispose of or destroy the samples after the agreed retention period, without further notice and at Customer's cost for the extra cost arised for ETM to comply with any regulation (for example, with respect to disposal of hazardous waste). If the Customer requests the return of unneeded sample material, ETM will return them to the Customer at the Customer's cost and risk.

## **6. Delivery Dates, Turnaround Time**

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ETM. Nevertheless, ETM shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Analysis Results are generally given directly or sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the Customer in the order, promptly after the analysis is completed.

## **7. Transfer of Property**

7.1 Title in any Analysis Results, products, equipment, software or similar supplied by ETM to the Customer will remain with ETM 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. In addition, even if ETM has accepted and begun to fulfil an order, ETM has the right at any time stop processing that order and to stop doing any work for a Customer if that Customer is late in paying any amount due to ETM, whether for that or any other order.

7.2 Even after payment in full by the Customer, ETM 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**

8.1 Orders shall be handled in the conditions available to ETM in accordance with the current state of technology and methods developed and generally applied by ETM and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but ETM cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the Customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by ETM if the Customer wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

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

8.3 The Customer is responsible for the proper delivery of samples sent to ETM for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by ETM, ETM 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 ETM. ETM will use commercially reasonable care in handling and storing samples, but ETM shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The Customer warrants and represents to ETM that all samples sent to ETM for analysis are safe and in a stable condition and undertakes to indemnify ETM for any losses, injuries, claims and costs which ETM, 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. The Customer must always inform ETM in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

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

## **9. Limitation of Liability**

9.1 Except to the extent that such limitations are not permitted or void under applicable law:

(a) ETM (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ETM's partners and affiliates, hereinafter referred to as the "ETM Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ETM Indemnifying Party's wilful misconduct in connection with the performance of an order and then, only if ETM has received written notice thereof not later than six (6) months after the date of the Customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and

(b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ETM Indemnifying Parties' liability per claim or series of related claims, and the Customer's exclusive remedy, with respect to ETM's services which fall under these Terms and Conditions, shall be limited to the lesser of:

- (i) the direct and immediate loss or damage caused by the ETM Indemnifying Party's wilful misconduct in connection with the performance of the order and
- (ii) ten times the amount ETM actually received from the Customer in relation to the order up to a Vietnamese dong amount equivalent to 350,000,000 VND (Three Hundred Fifty Million VND).

9.2 The ETM 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.

9.3 It is a condition of ETM's acceptance of an order that the Customer indemnifies the ETM Indemnifying Parties for any losses, injuries, claims and costs which the ETM Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ETM Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the Customer agrees to provide that indemnification.

## **10. Repeated Analysis**

Objections to test 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 ETM 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**

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

## **12. Confidentiality & Processing of Customer Data**

12.1 By using ETM's services, the Customer acknowledges and agrees to permit ETM to receive and process the personal data and/or commercial data provided by the Customer under the contract. ETM's processing of such data shall be carried out solely for the following purposes: (i) providing analysis services, reports, and other related services under the contract; (ii) operating the system, maintaining and ensuring the quality control of the services; and (iii) fulfilling obligations in accordance with the applicable personal data protection laws.

The types of data that ETM may receive and process include personal data and/or commercial data directly provided by the Customer or lawfully provided by a third party as designated by the Customer.

12.2 ETM shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ETM's rights set forth in Clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the Customer and should not be divulged to a third party for any purposes without the prior written agreement of ETM. In addition, the Customer is required to maintain secrecy concerning all services provided by ETM and their results as well as the composition of products and software delivered by ETM. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ETM. Even if such written consent is given by ETM, the Customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ETM Indemnified Parties against any liability which the ETM Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

12.4 Provisions contained in Article 12.3 above shall not be applied in case of the disclosure to the third party must be made at the request of State competent authorities.

## **13. Economic and Trade Sanctions**

13.1 The Customer warrants that for the 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 generality 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.

13.2 The Customer shall indemnify ETM 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 13.1 by the Customer.

13.3 Without affecting any other right or remedy available to it, ETM may terminate this contract with immediate effect by giving written notice to the Customer if the Customer commits a breach of clause 13.1, 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.

#### **14. Disclaimer and Miscellaneous**

**14.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ETM ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ETM CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.**

14.2 These Terms and Conditions may be modified in writing from time to time by ETM and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ETM accepts the order.

14.3 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.

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

#### **15. Governing Law/ Jurisdiction**

15.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws. of Vietnam.

15.2 Disputes between ETM and the Customer shall be settled on the basis of negotiation, and if within 30 days the parties cannot negotiate, the dispute shall be resolved in a competent court of Vietnam.