

# **SGS VIETNAM LTD**

**CONSUMER TESTING SERVICE LAB.** 

Tel: (84 8) 38160999 (Ext. 159)

Fax: (84 8) 38160996

Add: Lot III/21, 19/5A Street, Industrial Group III, Tan Binh Industrial Zone, Tay Thanh Ward, Tan Phu District, Ho Chi Minh City Địa chỉ: Lô III/21, đường 19/5A, cụm III, Khu công nghiệp Tân Bình, quận Tân Phú, TPHCM

### HARDGOOD TESTING APPLICATION FORM/ PHIẾU YÊU CẦU KIỆM MẪU

No. /Số:

Sample Information provided in this Application Form would be reflected in Test Report. Please kindly fill in properly.

Quý khách vui lòng điền đầy đủ thông tin (ưu tiên bằng tiếng Anh), các thông tin này sẽ được đề cập trong Báo cáo kiểm định.

				_	
1. Buyer/ Tên công ty hoặc đơn vị mua hàng:					
2. Applicant/ Tên công ty hoặc đơn vị gởi mẫu:	: Côr	g ty TNHH No	ble House Home Furnish	nings Việt Nam.	
Address/ Địa chỉ: 48 Võ Chí Công, phường H	lòa Xuân, quận Cẩi	m Lệ, thành ph	nố Đà Nẵng, Việt Nam.		
Contact Person/ Người liên hệ :	Luice (Đỗ Đặng K	hải Huyền)			
Email: naomi.tran@noblehousehome.c	<u>om</u> Tel.	/ Điện thoại:	;0775526704	Fax:	
3. Invoice To/ Thông tin xuất hóa đơn (tên công	g ty):	Công ty TNH	Η Noble House Home Fι	ırnishings Việt Nam.	
Address/ Địa chỉ: 48 Võ Chí Công, phường H	lòa Xuân, quận Cẩi	m Lệ, thành ph	nố Đà Nẵng, Việt Nam.		
Tax Code/ Mã số thuế 0401983068	Tel./ Điện thoại:		0	Fax:	
Email: luice@noblehousehome.com					
4. Report delivered to/ Báo cáo gởi đến:	П Арр	licant/ Bên gỏ	ri mẫu	Payer/ Bên trả tiền	
Report distribution list/ Danh sách email nhận báo	o cáo:	tnc@nobleho	ousehome.com;luice@no	blehousehome.com;	
hev@noblehousehome.com; tony@noblehousehousehousehousehousehousehousehous	ome.com;ivyvn@no	blehousehom	ne.com, naomi.tran@nob	lehousehome.com	
Report delivered by/ Hình thức gởi báo cáo:	☐ Elec	tronic copy/b	aáo cáo điện tử 📗	Paper copy/ báo cáo	giấy
(Surcharge admin fee would be applied for paper	copy request/ Sẽ t	ính thêm phí c	dịch vụ khi yêu cầu gởi b	áo cáo bản giấy)	
5. Sample Description/ Thông tin sản phẩm					
Name & Code	Quantity	Color	Туре	Country of Origin	Country of Destination
Tên & Mã sản phẩm	Số lượng	Màu sắc	Đặc tính/ Vật liệu	Xuất xứ	Thị trường tiêu thụ
Item# 66254.00- Hardware					
(NLV-QC request)					
HA THANH					
IIA IIIANII					
Other information of complet Céa thông tin khác v	và cản nhằm				
Other information of sample/ Các thông tin khác v	ve san pham				
Item/Style#:					
Date of Production/ Ngày sản xuất:					
Phase of Production/ Pha sản xuất:					
Manufacturer/ Nhà sản xuất:					
End users/ Hàng người lớn hay trẻ em:					
Others/ Thông tin khác:					
Test(s) Required/ Yêu cầu kiểm tra					
	Test method				
ASTM B117:2019 - Salt Spray Test	t				
D	10				
<u></u>	100004 000 7 1	41 12 21			
Please refer to Quotation NOBLE HOUSE-CPV201	180604-603-R1 for n	nethod testing	I		



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Stardards or Methods/ Tiêu chuẩn hoặc phương pháp kiểm ISO AATCC JIS DIN	tra BS CAN	ASTM EN	Others (pls specify)					
6. Service Requested/ Yêu cầu dịch vụ								
Regular: ≥5 Working Days/ Dịch vụ thường ≥5 ngày làm việc		Express: 3 Working Days/ Dịch vụ gấp 3 ngày làm việc						
Double express: 2 Working Days/ Dịch vụ gấp 2 ng	ày làm việc	Emergency: 1 Workin	g Day/ Dịch vụ gấp 1 ngà	y làm việc				
7. Others/ Thông tin khác								
Comments/ Conclusion Request/ Yêu cầu kết luận l	kết quả	Return Tested/ Remain	ning Sample(1)/ Yêu cầu	trả lại mẫu sau khi kiểm				
(1) If tested/remaining samples are not requested to return, they will be destroyed after 30 days								
Nếu quý khách không yêu cầu trả lại mẫu sau khi kiểm tra, mẫu sẽ bị hủy sau 30 ngày								
Some of tests will be subcontracted to other laboratory by informing and agreeing between both parties when samples are arrived SGS.								
All the above tests are applied all the term and condition listed on the following page Tất cả các mục kiểm tra trên được áp dụng dựa theo các điều khoản & điều kiện quy định ở trang sau của Phiếu yêu cầu								
Authorized Signature & Company Chop:		Date/ Ng	ày:					
Chữ ký của người được ủy quyền & dấu mọc công ty								
On Behalf Of SGS Vietnam/ Thay mặt công ty SGS Việt Nar	n:							
Our Customer Service would contact you for more detail regarding to payment.								
Pls kindly settle payment before receiving test report (unless there's special agreement for payment term between both parties)								
Bộ phận Dịch vụ Khách hàng sẽ liên lạc và cung cấp thêm thông tin liên quan đến vấn đề thanh toán cho quý khách.								
Quý khách vui lòng thanh toán trước khi nhận báo cáo kết quả kiểm định (trừ trường hợp có thỏa thuận/ hợp đồng thanh toán sau)								

\*All orders are accepted and all reports and certificates issued subject to the General Conditions of Service which are accessible at/ Việc chấp nhận đơn đặt hàng, xuất báo cáo và giấy chứng nhận đều tuân thủ quy định về Những Điều kiện chung của Dịch vụ, quý khách có thể tham khảo thêm tại www.sgs.com/terms\_and\_conditions

any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

#### 2. Provision of Services

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.
- (e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
- (f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.
- (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.
- 3. Obligations of Client
- The Client will:
- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.
- Fees and Payment
- (a) Fees not established between the Company and Client at the time the order is placed or

- actually received.
- (c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- (d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- (e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- (f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.
- 5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.
- 6. Liability and Indemnification
- (a) Limitation of Liability:
- (1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
- (2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company 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 Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

  (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser
- (5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
- (6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:
- $\bullet$  the date of performance by the Company of the service which gives rise to the claim;
- the date when the service should have been completed in the event of any alleged nonperformance.
- (b) Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.
- 7. Miscellaneous
- (a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.
- 8. Governing Law, Jurisdiction and Dispute Resolution
- Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or