



VILAS 487



Vietnam

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Test Report No. VNT/T(A)/22/005584
Dated 13/06/2022

Applicant : **HUNG XUONG CHEMICAL CO.,LTD**
Hai Son Industrial Park, Hemlet Binh Tien 2, Duc Hoa
Ha Commune, Duc Hoa District, Long An Province.

Contact Person : Ho Thi Anh Tuyet

Mail Box : phongvattu@hungxuong.com.vn

Test Sample : Received on 03/06/2022

Test Period : From 03/06/2022 to 13/06/2022

Sample Description : Liquid (Dạng lỏng)
(HUNTEX OW-119)

Product Code : -

Color : Transparent (Trong)

Model : -

Material : -

Buyer : -

Product Type/ End Use : -

Country Of Origin : -

Country Of Destination : -

Test Program : -

Note: the submitted samples are Not Drawn by the Laboratory

Note: (1) General Terms & Conditions as mentioned overleaf, (2) the test report shall not be reproduced except in full without the written approval of the laboratory. Any use for advertising purposes must be granted in writing. This technical report may only be quoted in full. This report is the result of a single examination of the object in question and is not generally applicable evaluation of the quality of other products in regular production. For further details, please see testing and certification regulation, chapter A-3.4.

Disclaimer Measurement Uncertainty:

Unless otherwise agreed upon, Pass or Fail verdicts are given based on the measured values without any considerations of measurement uncertainties. Please note, every test method has a measurement uncertainty which has been evaluated by the laboratory according to ISO/IEC 17025 requirements. By taking measurement uncertainties into account it might happen that measured values can neither be assessed as PASS nor as FAIL.

Laboratory:
TUV SUD Vietnam Co. Ltd.
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Results summary / Conclusion:

Test parameters	Conclusion
BOD-5	Refer to result

On Behalf of TÜV SÜD Vietnam
TÜV SÜD Group

Reviewed by

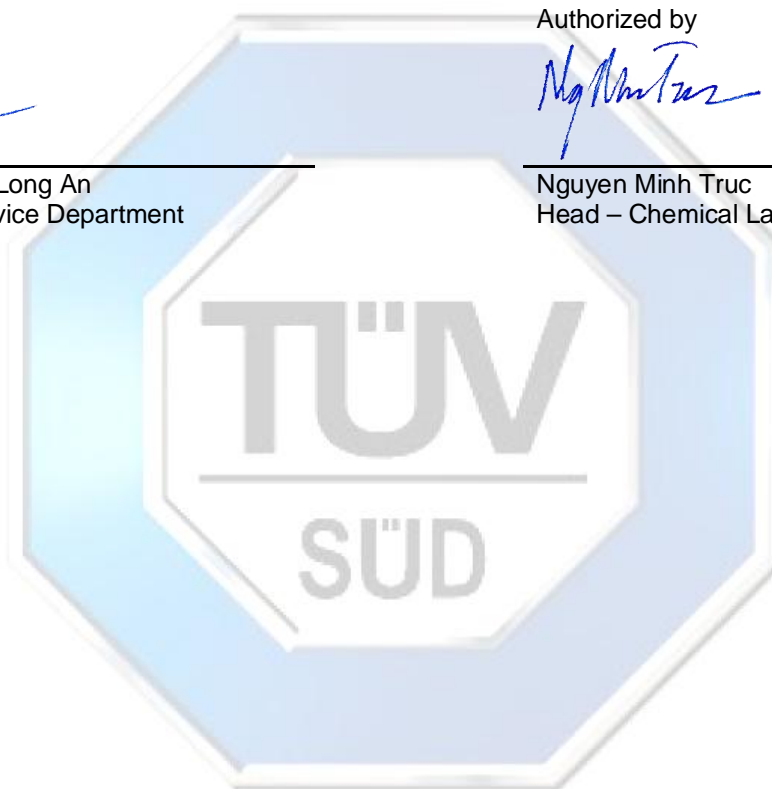
A blue ink signature of Nguyen Thuy Long An.

Nguyen Thuy Long An
Customer Service Department

Authorized by

A blue ink signature of Nguyen Minh Truc.

Nguyen Minh Truc
Head – Chemical Lab (Non – Food)



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1. Description of the test subject

Description	Picture
<p>Sample 1</p> <p>Sample Description: Liquid (Dạng lỏng) (HUNTEX OW-119)</p> <p>Color : Transparent (Trong)</p>	 <p>001</p>

2. Material analysis (As identified by lab)

Sample No.	Material	Color	Mat. No.
Sample 1	Liquid	Transparent	001



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3. Test results

3.1 BOD-5

Reference to SMEWW 5210B

Test parameter	CAS No.	Result [mg/L]	Specification [mg/L]
		001	
BOD-5	-	15	-

-- END OF TEST REPORT --



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General Terms and Conditions of Business of TÜV SÜD Vietnam Co., Ltd (hereinafter referred to as "TÜV SÜD")

1. General
- 1.1 These General Terms and Conditions of Business are applicable to all Product Testing / Inspection / Certification Services and other services provided by TÜV SÜD ("the Services").
- 1.2 The client shall accept TÜV SÜD's General Terms and Conditions of Business and the prices valid at the time of order placement. Deviating terms and conditions of business of individual clients cannot be recognized as a matter of principle.
- 1.3 Ancillary agreements, promises and other statements by TÜV SÜD employees or officially authorized experts called in by TÜV SÜD shall only be considered binding if expressly confirmed by TÜV SÜD and in writing. This shall also apply to any amendments to these terms and conditions.
2. Contractual Performance and Clients' Responsibilities
- 2.1 TÜV SÜD shall perform the Services in accordance to TÜV SÜD customary manner unless otherwise agreed in writing. Unless otherwise explicitly agreed in writing or regulated by the law and regulations, no responsibility shall be assumed for the correctness of the safety programs and safety regulation on which the tests and inspections have been based.
- 2.2 TÜV SÜD shall be entitled to make use of sub-contractors in the implementation of the order only if this has been explicitly agreed upon in writing.
- 2.3 The scope of the Services to be performed by TÜV SÜD shall be defined in writing on placement of order. If any modification or extension of the scope prove necessary within the context of due performance of the contract, they shall be additionally agreed upon in advance and in writing.
- 2.4 The client shall supply the necessary accessories, information and / or documents, for the Services including any foreign test reports, company test reports, product specifications, catalogues and instruction manuals. Until all necessary accessories, information or documents are supplied, TÜV SÜD will not commence the Services.
- 2.5 TÜV SÜD, at its sole discretion, reserves the right not to undertake the Services and terminate the agreement for the same in the event the client fails to comply with the terms and conditions set out herein.
3. Deadlines, Delay or Failure of Performance
- 3.1 The deadlines for contractual performance quoted by TÜV SÜD shall be binding only if this has been explicitly agreed upon in writing or regulated by the law and regulations.
- 3.2 TÜV SÜD shall not be liable for any delay or failure in respect of its contractual performance arising from any cause outside its control unless regulated by the law and regulations.
- 3.3 In the event that TÜV SÜD's contractual performance is delayed due to any cause outside its control, TÜV SÜD shall have the option at its sole discretion to either (i) extend the period for performance in accordance to the period of delay or (ii) terminate the agreement for the Services.
4. Warranty
- 4.1 Warranty by TÜV SÜD only covers Services with which it has been explicitly commissioned as per Section 2.1 or 2.3. Warranty regarding the proper condition and overall functioning of the plants to which the inspected or tested parts belong shall therefore be excluded. In particular, TÜV SÜD shall not assume any responsibility for the design, materials and construction of the examined plants unless these issues have been explicitly included in the contract. Even if the latter is the case, the warranty and the legal responsibility of the manufacturer shall be neither restricted nor assumed.
- 4.2 Any warranty given by TÜV SÜD shall initially be restricted to supplementary performance to be completed within a reasonable time limit informed in writing to and agreed by the customer or regulated by the law and regulations. Should such supplementary performance fail, i.e. be impossible or unacceptable for the customer or be unjustifiably refused or delayed by TÜV SÜD, the customer shall be entitled, at its discretion, either to a reduction of the price or rescission of the contract.
- 4.3 TÜV SÜD warrants that it will exercise reasonable care and diligence in performing the service herein. Save as provided herein, all other warranties by TÜV SÜD, whether expressed or implied, are hereby expressly excluded.
- 4.4 The client warrants that all information and/or documents supplied to TÜV SÜD are accurate and correct in all aspects and shall indemnify TÜV SÜD as the recent law and regulations for all loss and damages arising from the Services herein caused by incorrect information and/or documents supplied by the client.
5. Liability
- 5.1 Unless regulated by the law and regulations, TÜV SÜD shall only be liable for damages – regardless of their legal basis – if TÜV SÜD has caused any damage as a result of an intentional or grossly negligent act or if TÜV SÜD has negligently breached a substantial contractual obligation ("material obligation"). In the event that TÜV SÜD is in breach of any substantial contractual obligations, TÜV SÜD shall only be liable for the damage related to and typically foreseeable under the particular contract at the time of entering into the contract.
- 5.2 Whilst all reasonable care will be taken where the product / equipment is in TÜV SÜD's custody, unless otherwise stipulated in the contract / agreement or regulated by the law and regulations, TÜV SÜD shall not under any circumstances be responsible for any loss or damage to the product / equipment during transit or while in the custody of TÜV SÜD, unless by fraud or negligence of TÜV SÜD. The client shall arrange for all necessary insurance against accidental loss or damage to the product / equipment, either in transit or at TÜV SÜD premises.
- 5.3 Unless there is a written request made for the return of the product / equipment at the time when they are delivered to TÜV SÜD for testing or the agreement for testing expressly provides for the return of the product / equipment, all product / equipment provided to TÜV SÜD for testing will be disposed after 1 month from the date of testing and the client agrees this principle.
- 5.4 Unless regulated by the law and regulations, TÜV SÜD shall not be liable for any damages caused as a result of a negligent breach of a non-substantial contractual obligation.
- 5.5 Unless regulated by the law and regulations, "Substantial contractual obligations" are those obligations that protect the customer's legal interests deemed to be substantial to the contract, which the contract, based on its content and purpose, must specifically grant to the customer; further, such contractual obligations are substantial which are deemed to be prerequisites for proper performance of a contract and upon the observance of which the customer has generally relied and may rely.
- 5.6 Unless regulated by the law and regulations, TÜV SÜD shall not be liable for any incidental, indirect, special or consequential loss or damage whatsoever, including, but not limited to, loss of revenue, profits, contracts, business or anticipated savings, or loss of goodwill or reputation, whether foreseeable or not and whether arising from any act or omission on the part of TÜV SÜD in the provision of the Services.
- 5.7 Any person making claims under this contract may inform TÜV SÜD about any potential damage for which TÜV SÜD could be liable.
- 5.8 If claims for damages against TÜV SÜD are excluded or limited, this shall extend to any personal liability of any statutory organs, experts, miscellaneous employees, vicarious agents or any other auxiliary personnel of TÜV SÜD for the said / same claims on the same legal relation.
- 5.9 TÜV SÜD total liability to the client under or in connection with the agreement for Services and/or in tort (including negligence) in any event (other than death or personal injury resulting from TÜV SÜD's negligence) shall not exceed the amount of fees paid by the client to TÜV SÜD in respect of the Services.
6. Terms of Payment, Prices
- 6.1 Unless a fixed price or other calculation basis has been explicitly agreed upon, services shall be billed in accordance with the prices of TÜV SÜD valid at the time of contract conclusion. In the absence of a valid schedule of prices, contractual provisions must be agreed on a case-by-case basis.
- 6.2 If there is a period of more than 4 months between placement of the order and completion of the order by TÜV SÜD and there has been a price increase in the meantime, then the modified price shall be used as the basis of calculation as of the 5th month.
- 6.3 Reasonable advance payments may be requested and/or partial invoices covering services already rendered may be made out. Partial invoices need not be designated as such. The receipt of an invoice does not mean that the order has been billed completely by TÜV SÜD.
- 6.4 Companies who are not given any credit terms by TÜV SÜD have to pay in advance. For companies who are given credit terms by TÜV SÜD, an invoice will be issued when a job is completed and the fees shall be remitted to TÜV SÜD within thirty days of presentation of the invoice.
- 6.5 The client agrees to indemnify and pay TÜV SÜD for all taxes (Value Added Tax - VAT), levies and duties including, but not limited to, goods and services tax or withholding tax which TÜV SÜD may be liable to pay as a result of providing the services to the client herein.
- 6.6 Any objections to invoices must be made in writing to TÜV SÜD within a 14-day preclusion period after receipt of invoice, with reasons stated.
- 6.7 When a client decides to cancel the order for the Services (other than audits), he may do so by giving a notice in writing to TÜV SÜD. In case TÜV SÜD receives the cancellation request within three working days after confirmation of the order, the client will be charged for all Services performed prior to such cancellation and in vice versa, the client agrees to pay the full fee for the Services as the contract.
- 6.8 For audits, any request for cancellation or postponement of the audit must be given within six weeks in advance of the scheduled audit date, the client will be charged for all Services performed prior to such cancellation or postponement and in vice versa, the client agrees to pay the full fee for the audit as the contract.
7. Force Majeure
- Without prejudice to Clause 3, in the event that either party is unable to perform its obligations to the other party in whole or in part or not in a timely manner due to an unusual and unforeseeable event beyond the control of that party (force majeure event), the affected obligations of the party relying on the force majeure event shall be suspended for as long as the force majeure event and its consequences persists; any obligations of the other party to provide consideration during this time shall lapse. Claims of the other party, in particular claims for damages, shall not arise in this respect. The party invoking force majeure shall, however, be obliged to inform the other party without delay in text form of the event, the suspended performance obligations and the expected duration of the suspension of the performance obligations. The same shall apply if, by observing a reasonable duty of care, the party invoking force majeure recognizes, whilst the performance obligations are suspended, that the notified probable duration of the suspension will change significantly. If the force majeure event lasts longer than six months from the first information to the other party, both parties shall be entitled to withdraw from the contract. The right of withdrawal shall be replaced by a right of termination for continued obligations. The suspension of a payment obligation – except in scenarios prescribed by law or if such payment obligation represents a consideration within the meaning of sentence 1 of Clause 7 – cannot be based on force majeure.
8. Secrecy, Copyright, Data Protection
- 8.1 TÜV SÜD shall have the right to copy and file any written documents submitted for perusal which are important for performance of the order.
- 8.2 In as far as expert opinions, audit reports and the like that are protected by copyright are prepared within the scope of contractual performance, TÜV SÜD shall grant the customer a simple, non-transferable right of use, if this is required by the underlying purpose of the contract. This grant of copyright explicitly shall not include the transfer of any other rights; the customer shall, in particular, not be entitled to change (process) or use expert opinions, audit reports, test results, calculations and the like outside its business.
- 8.3 TÜV SÜD, its employees, and the expert engineers called in by TÜV SÜD shall not, without authorization, disclose or use any confidential information belonging to the client which they become cognizant during their activities provided that this clause shall not apply to information that is already known to TÜV SÜD prior to such disclosure; or passes into the public domain otherwise than as a result of a breach of this confidentiality obligation on the part of TÜV SÜD; or was received from a third party who is not under any confidentiality obligations or who did not acquire the information in confidence; or was independently conceived or developed by TÜV SÜD without reference to the disclosed confidential information.
- 8.4 By engaging TÜV SÜD for the Services, the client permits TÜV SÜD to use and/or process data, including personal data, for the proper performance of the Services and for other permissible purposes. TÜV SÜD agrees to comply with applicable personal data protection laws.
9. Lien
- In addition to any right of lien to which TÜV SÜD may be entitled by law, TÜV SÜD shall be entitled to a general lien on all product / equipment submitted for the Services as the agreement, contract with the client.
10. Indemnity
- The client shall indemnify TÜV SÜD fully in accordance with the law and regulations against all loss or damages suffered and cost and expenses incurred by TÜV SÜD and all claims by any third parties as a result of provision of the Services (including but not limited to the improper use of the test reports, supply of inaccurate information and/or documents to TÜV SÜD or any claim by third party for infringement or intellectual property rights and/or for discovery of information and/or delivery of documents or products / equipment) unless the same is caused by the act or neglect of TÜV SÜD.
11. Court Appearance
- In the event any of the employees of TÜV SÜD is requested by the client or summoned by the court upon application by the client or any other parties for his attendance in court as an expert witness on the subject of the Services provided, the Client agrees and shall pay TÜV SÜD for such attendance in court based on TÜV SÜD's prevailing rates, agreed by the written confirmation of the client, for court attendance. TÜV SÜD may at its sole discretion revise its rates for court attendance from time to time.
12. Governing Law
- 12.1 The agreement for the Services shall be governed by and construed in accordance with the laws of Vietnam.
- 12.2 TÜV SÜD and the client agree to submit to the jurisdiction of the Vietnam Courts.
13. Validity of Agreement
- 13.1 If any terms and conditions of this document are invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the terms and conditions.

effective: 15 May 2021 (TÜV SÜD Vietnam Co., Ltd.)
Version 9

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