General Terms and Conditions for Services (Vietnam)

1. SCOPE

1.1. These General Terms and Conditions for services (the "**T&Cs**") together with any services requests, fee proposals and order confirmations agreed in writing between SGS Société Générale de Surveillance SA or any company affiliated with SGS Société Générale de Surveillance SA or with SGS SA (each, a "**Company**") and a person requesting such services (the "**Client**") constitute the entire agreement under which the Company performs services (the "**Services**"). These T&Cs supersede any prior discussions or understandings related to the Services.

1.2. These T&Cs prevail over any of the Clients' standard terms and purchase orders, which will not apply to the Services unless the Company has expressly agreed in writing to their application.

1.3. The Services are provided by the Company on a non-exclusive basis, and nothing contained herein shall prevent the Company from rendering services to any other party.

1.4. When the Company is nominated jointly by two or more Clients to perform the Services, the Company is entitled to accept instructions only if agreed in writing by all Clients. The Company will communicate the Deliverables equally to each Client.

2. SERVICES

2.1. The Company will provide the Services within the agreed scope, and within such scope, in accordance with the Client's specific instructions all as confirmed in writing by the Company.

2.2. In the absence of specific instructions to the contrary, the Company will perform the Services by reference to (a) standard order forms or standard methods of the Company or the industry; (b) international standards, trade customs, usage or practice; or (c) such methods as the Company considers appropriate in its professional judgment.

2.3. Information stated in reports, findings and Deliverables is derived from the results of inspection or testing procedures carried out in accordance with the instructions of the Client, and/or the Company's assessment of such results on the basis of any technical standards, trade customs or practice or, other circumstances which should in the Company's professional opinion be taken into account.

2.4. Copies of commercial documents received by the Company in the course of providing the Services, such as sales contracts, letters of credit, bills of lading, etc. are deemed to be for information only and do not change, expand or restrict the scope of the Services.

2.5. The Company is authorized to subcontract part or all the Services to any of its affiliates, or to third parties.

2.6. When subcontracting tests to a third party laboratory outside the SGS Group, the Company's responsibility towards the Client is limited to selecting and instructing the subcontractor, ensuring that the correct samples are submitted, and reporting accurately the outcome of the subcontracted procedures.

2.7. When the Company is required to witness or observe a third party intervention, its role is limited to being present during the intervention, to attest that the intervention has taken place and to transmit its results, without any responsibility for the condition or calibration of equipment used, methods applied, qualifications, actions or omissions of the third party personnel or the analysis results.

2.8. Samples submitted for testing or collected by the Company will not be retained beyond the usual retention period of ninety (90) days. After such period and in the absence of specific instructions to the contrary, the Company will be free to dispose, sell or destroy samples which are not claimed back by the Client. Longer storage periods will require a specific agreement between the parties, including regarding storage fees and disposal.

2.9. The Services provided by the Company are not intended for or suitable to prevent theft or substitution of goods after Services are performed. When seals are applied by the Company's representatives on containers or site equipment, this is intended as evidence of the Company's intervention, and not as a lock or security device against unauthorized access.

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2.10. The Company will use its best efforts to perform the Services timely, within the usual time required to complete the processes. Time limits or expected turnaround time shall be binding on the Company only to the extent agreed in writing beforehand, and provided that the Company has received timely all required information, access, documents and/or samples necessary to render the Services.

2.11. The Client acknowledges and consents to the Company's use of Artificial Intelligence ("AI") tools in connection with the processing of the Client's Confidential Information to the extent reasonably necessary to perform, support, or improve the Services. The Company shall ensure that, where human oversight is required or appropriate having regard to the nature, purpose, and risk profile of the relevant AI use, such oversight is exercised by personnel with the requisite competence, training, and authority appropriate to the relevant AI system and its intended purpose, and that all such use complies with applicable laws and regulations. Any AI Analytics or AI-generated Outputs generated through the Company's use of AI in performing the Services shall remain the exclusive property of the Company, which may use them for quality assurance, service improvement, product development, AI development and improvement, testing, validation, benchmarking, and other internal research and development purposes.

3. DELIVERABLES

3.1. The Company will present the outcome of its Services in the form of paper or electronic reports or certificates or data supplied by way of access to dedicated databases or uploaded as per the Client's instructions to databases controlled by the Client or third parties (the "**Deliverables**"). Deliverables include tests results from laboratories, calculation and measurements, estimates, visual observations, photographs and electronic recordings, data collected and any communication describing the Services performed. When the Company is required to make available abbreviated versions or extracts from the Deliverables on a database, the Client cannot rely on the limited data input into the system but must rely on the full version of the Deliverables.

3.2. The communication of the Deliverables can take place by unencrypted e-mail or other digital transmission technology, such as online portals or the Client's interfaces. When Deliverables are made available through a software application or database controlled by the Company, the Client will abide by the relevant terms of use of such digital systems, and control access rights of its authorized personnel. The Company will not accept any responsibility for the security or access of Deliverables, when uploaded to databases controlled by the Client or a third party.

3.3. The Company will make available the Deliverables to the Client and to third parties when so instructed by the Client, and when such communication to a third party implicitly follows from circumstances, trade custom, usage, practice, or applicable vendor paid programs.

3.4. Deliverables represent the facts and information available to the Company at the time of its intervention only and within the limits of the agreed scope of the Services and instructions received. The Company is under no obligation to report any facts or circumstances outside the agreed scope of the Services.

3.5. Deliverables pertaining to analysis of samples submitted to the Company for testing by the Client or by a third party relate only to such samples and do not express any opinion on the lot from which the samples were drawn, or the representativeness of such samples.

3.6. When the Company is required to reproduce the Client's or third parties' information or documents without independent verification, the Company shall be entitled to rely on such information as being accurate and will incorporate those in the Deliverables, without incurring any responsibility for their content or authenticity.

3.7. The performance of the Services and issuance of the Deliverables by the Company do not exonerate or release the Client or a third party from their obligations and duties, and the Company does not assume, abridge, abrogate or undertake to discharge any duty of the Client or that of any third party to the Client.

4. WARRANTIES OF THE COMPANY

4.1. The Company warrants that: (a) it will perform the Services using reasonable care and skill in a manner consistent with industry practices for similar services; (b) it has all required permits and authorizations to perform the Services and that it will comply with relevant laws pertaining to the provision of the Services; (c) the Deliverables do not infringe any third party intellectual property rights; (d) it will deploy adequate resources and suitably trained representatives to perform the Services; and (e) it will take all reasonable steps to ensure that its representatives comply with all applicable health and safety laws and regulations, including any site-specific safety rules and procedures notified to the Company by the Client or its personnel prior to or during the performance of the Services.

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4.2. In the event of a breach of the warranties, the Company shall, at its own expense, reperform the Services as originally intended to the extent reasonably necessary to correct any defects.

4.3. The Company makes no other warranty, expressed or implied. No information, marketing material or advice provided by the Company to the Client will create a warranty or increase a warranty expressly provided.

5. OBLIGATIONS OF THE CLIENT

5.1. The Client will ensure that information, documents, and instructions are communicated or made available to the Company in a timely manner to enable the Services to be planned and performed efficiently.

5.2. The Client will ensure that the Company's representatives are granted all necessary access, safely and without undue restriction, to the locations where the Services are to be performed, and will promptly remove or remedy any conditions or obstacles that may prevent or interfere with the performance of the Services.

5.3. When the Services are delivered in whole or in part remotely (including but not limited to by video link, by a dedicated software application or by the use of sensors) without physical presence of the Company's representatives, the Client will cooperate as required to allow the Services to take place without interference, including by operating the equipment, directing cameras or sensors and using dedicated software application supplied to that effect to allow objective collection of the relevant data by the Company. The Client will confirm and attest that images shown remotely to the Company pertain effectively to the goods or equipment subject to the Services. The Client further agrees and consents that any material obtained shall be stored by the Company in accordance with applicable law and the Company's internal data retention policies.

5.4. When Services are performed at the Client's premises, the Client shall inform the Company's representatives in advance of any known hazards or dangers at the site; provide access to all relevant health and safety policies applicable at the premises; and ensure that the health, safety, and security of the Company's representatives are protected to the same standard as for its own employees and other visitors.

5.5. When submitting samples to the Company's laboratory whose composition is not apparent, the Client will inform the Company of any danger or risks of contamination posed by such samples, and will provide material safety datasheet or other information as may be required for its safe manipulation and storage.

5.6. The Client undertakes that it shall not, directly or indirectly, through its employees, agents or other third parties, influence or attempt to influence the Company's representatives, for example by offering gifts, money, or other advantages or by any other means with the aim of inducing them to change the outcome of the Deliverables. An integrity helpline is available to the Client to raise any concerns regarding the behavior and integrity of the Company's representatives.

5.7. The Client agrees that it will not directly or indirectly falsify the Deliverables, mis-represent the Deliverables or use them in a misleading way towards third parties.

6. FEES AND PAYMENT

6.1. In remuneration for the Services, the Client will pay the agreed fees, as set out in the proposal or order confirmation (the "**Fees**"). In the absence of written agreement on the Fees, the Company's standard rates for similar services will apply.

6.2. The Company may, in its sole discretion, elect to charge cancellation fees representing all or part of the agreed fees when the Client cancels the order for Services, or when the Company is unable to perform the Services or terminates the agreement due to the Client's breach of its obligations.

6.3. Unless other payment terms are agreed in writing, Fees are payable immediately, upon delivery of the Services, (including the Deliverables) and issuance of the invoice by the Company.

6.4. When the Company is retained to provide Services jointly by two or more Clients, Fees are payable jointly and severally by each and all such Clients, unless otherwise agreed in writing.

6.5. Unless otherwise agreed in writing, expenses directly incurred by the Company on behalf of the Client, such as transportation and customs clearance of samples, will be reimbursed by the Client, in addition to Fees.

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6.6. Fees rendered by the Company (directly or by any subcontractor) do not include taxes (including but not limited to value added taxes, sales taxes or their equivalent), levies, imposts, stamp duties, charges or withholding taxes (collectively referred to as "**Tax(es)**"). Any and all payments made by the Client shall be made free and clear of, and without withholding or deduction of, any Taxes, unless such withholding or deduction is required by applicable law and/or by applicable double tax treaties. The Client shall provide the Company with evidence of such payment and copies of all documentation submitted with each such payment upon request. The parties shall use their best endeavors to obtain a refund of the deductions or a recovery of any applicable Tax and will support each other in their obligations in this respect. Any Tax refunded will be reimbursed according to entitlement.

6.7. In case of payment default or late payment of the Fees, interest will become due at a rate of 5% per annum from the due date until the date payment is received in full. In addition, the Company shall be entitled to reimbursement of its reasonable collection costs, including legal fees.

6.8. The 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.

6.9. In the event any unforeseen problems or expenses arise in the course of carrying out the Services the Company shall endeavor to inform the Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the Services.

6.10. The title to the Deliverables shall not pass to the Client until full payment of the applicable Fees has been received. The Company may suspend performance of the Services or withhold the issuance of the Deliverables until all outstanding Fees are paid or satisfactory security for payment has been given by the Client.

7. SUSPENSION OR TERMINATION OF SERVICES

7.1. In the event of a breach by the Client of its material obligations, the Company is entitled to terminate immediately the contract or suspend the provision of the Services until such breach has ceased.

7.2. The Company shall also be entitled to cancel or withdraw the validity of Deliverables previously issued, when obtained or used in bad faith by the Client, in violation of the Client's undertakings on integrity and non-falsification of Deliverables set out in Section 5.

8. FORCE MAJEURE

Neither party shall be in breach of the agreement nor liable to the other for delay or failure to perform its obligations, if such delay or failure result from events or circumstances beyond its reasonable control, such as acts of God or such that reasonably renders a party unable to perform its obligations through no fault or negligence on its part ("Force Majeure"). In such circumstances of Force Majeure, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been made impossible. If the period of delay or non-performance continues for more than sixty (60) days, the party not affected may terminate the agreement by giving five (5) days' written notice to the affected party.

9. LIABILITY AND INDEMNIFICATION

9.1. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. The Client seeking a guarantee against loss or damage should obtain appropriate insurance coverage.

9.2. The Company shall not be liable towards the Client, whether in contract, tort, or otherwise for any: (a) loss of profits, (b) loss of revenue, (c) loss of anticipated savings, (d) loss of business, contracts or opportunity, (e) loss or depletion of goodwill or damage to reputation, (f) business interruption, (g) loss of use, (h) loss of use or corruption of software, data or information, (i) pure economic loss, or (j) special, indirect or consequential loss, costs, damages, charges or expenses, punitive damages, penalties or fines however arising. Additionally, the Company assumes no liability for data security during the transmission via internet nor for security of data while in the Client's sphere of responsibility.

9.3. 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 ten (10) times the amount of the Fees paid in respect of the specific Service which gives rise to such claim or or 460,000,000 VND (US$20,000, if the Client is a foreign individual or legal entity), whichever is the lesser.

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9.4. Limitations or exclusions of the Company's liability in this Section do not apply in the event of (a) death or personal injury caused by the Company's or its employees' negligence, (b) intentional acts, willful misconduct, gross negligence, or fraudulent misrepresentation, (c) damages caused by breach of the Company's confidentiality obligations under Section 10 (Confidentiality) of this agreement, or (d) in respect of any liability which by applicable law may not be excluded or limited by contract.

9.5. The Client shall give written notice to the Company within thirty (30) days after it discovers, or reasonably should have discovered, the facts giving rise to a claim for damages. In any case, any such claim must be brought no later than one (1) year from the date of performance of the Services giving rise to the claim.

9.6. The Client shall indemnify, hold harmless and keep the Company, its officers, employees, agents and subcontractors fully indemnified against all claims (whether actual or threatened) made by any third party, arising out of or in connection with any loss, damage or expense of any kind, including all legal fees and associated costs, relating to the performance, alleged performance, or non-performance of any Services.

9.7. The Company shall not be liable for any costs, charges or losses sustained or incurred by the Client, or any third party that arise directly or indirectly from any changes in legislation or official guidelines or methodologies that impact on delivery of the Services.

10. CONFIDENTIALITY

10.1. Each party (the "**Receiving Party**") shall treat as confidential any information of the other party (the "**Disclosing Party**") that the Receiving Party obtains or has access to in connection with the performance of its obligations under the agreement, (a) that the Disclosing Party expressly designates in writing as confidential or (b) that can reasonably be recognized, having regard to the nature of the information and the circumstances of its disclosure.

10.2. Information shall not be considered as confidential if such information (a) is or becomes generally available to the public other than as a result of a breach by the Receiving Party of its confidentiality obligations; (b) was made available to the Receiving Party on a non-confidential basis or was already known by the Receiving Party prior to the disclosure, or (c) is obtained by the Receiving Party from a third party that is not under the control of the Receiving Party and has not breached any obligations of confidentiality.

10.3. The Receiving Party shall use the Disclosing Party's confidential information solely for the purpose of performing its obligations under the agreement, and shall not disclose any of the Disclosing Party confidential information, except to its representatives, its affiliates or its subcontractors who need to know such information for that purpose.

10.4. Neither party shall disclose the other party's confidential information to any third party without the other party's prior written consent, except where such disclosure is required by law, by a competent regulatory authority, or for the purpose of enforcing its rights under the agreement.

11. DATA AND STORAGE

11.1 Data and results collected by the Company in the course of its activities, including while performing the Services may be used by the Company in an aggregated manner for the purpose of quality control, improving and developing new services and AI Tools and communicating publicly on generic industry or market trends provided that such use does not allow to identify any of the Client's confidential information or any of the Client's or any third party's data. Such aggregated data and any resulting insights shall be the Company's exclusive property, without prejudice to the Client's ownership of its own underlying data.

11.2 The Client consents to the processing, use, storage, access and transfer of the personal data submitted to the Company for any and all purposes related to (a) managing the administrative and contractual relationship between the parties, (b) the performance of the Services, (c) conducting quality risk assurance and risk management services, (d) providing the Client with information about the Company's services and (e) where required by law or for any other legitimate interests. When the Company is acting as the data processor of the Client, the Company (a) will process personal data solely in accordance with the lawful instructions of the Client, (b) comply with applicable laws, and (c) maintain confidentiality and security of such data.

12. INTELLECTUAL PROPERTY

12.1. No intellectual property rights of either party are intended to be transferred or licensed to the other party by virtue of the agreement, except as expressly provided herein.

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12.2. The Company shall retain all intellectual property rights in and to its methods, processes, design, software application, and know how used in or developed for the performance of the Services. The Client will obtain a non-exclusive license to use the Deliverables solely for its internal purposes and in accordance with these T&Cs.

12.3. The Client shall not use the Company's name, logos or trademarks for advertising, marketing, or any other promotional purposes without the Company's prior written consent. In particular, the Client is not authorized to use the Company's name, logos or trademarks on its products, packaging, or sales documentation, whether online or offline.

13. GOVERNING LAW AND JURISDICTION

13.1. Unless otherwise agreed, the contractual relationship between the parties is governed by the substantive laws of Vietnam.

13.2. All disputes arising out of or in connection with the agreement shall be resolved by arbitration at the Vietnam International Arbitration Centre (VIAC) in accordance with its Rules of Arbitration by three arbitrators appointed in accordance with the said rules. The place of arbitration shall be Ho Chi Minh City. The language to be used in the arbitral proceedings shall be Vietnamese.. The parties agree that communications with external or in-house legal counsel(s) shall be fully protected by legal privilege.

13.3. The Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

14. MISCELLANEOUS

14.1. If any one or more provisions of these T&Cs 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.

14.2. A party giving notice under these T&Cs must do so in writing with such notice being hand delivered or sent by prepaid, first class post or email to the address for the other party as set out in the request for services. A notice will be deemed received by the other party a) if hand delivered, on the date of delivery; b) if sent by first class post, three (3) days after the date of posting or c) if sent by email, the time indicated on the sending party's transmission confirmation message.

14.3. Reference in these T&Cs to the written form shall include any form of electronic communication between the parties. The parties agree that any communication between them can validly be made by un-encrypted e-mail or other form of digital transmission.

14.4. Unless the Client objects in writing, the Company is authorized to refer in general terms to the Services performed for the Client in its promotional materials as evidence of its expertise.

14.5. Any failure or delay by the Company in enforcing any rights under these T&Cs shall not be deemed a waiver of such rights, nor shall it constitute a waiver of the Company's right to require the Client to perform any of its obligations under these T&Cs.

14.6. No deviation, alteration, or amendment of these terms shall be valid unless agreed in writing by both parties.

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