

# Test Report No. VNT/H/19/000567

Dated 10/07/2019



Applicant : THAICOLOR CLAY CO., LTD/ TCC  
MARKETING CO., LTD (FOR EXPORT)  
Address : 175/1 MOO 1 KAERAI KRATHUMBN  
SAMUTSAKORN 74110 THAILAND  
Attention : MS. KOTCH AKORN P.  
Test Period : From 02/07/2019 to 10/07/2019  
Sample Description/ Color : Modeling Clay 12 colors  
Color : /  
Country Of Origin : /  
Country Of Destination : /  
Date Of Production : /  
Sku# : /  
Model/Style# : /  
Manufacturer : THAICOLOR CLAY CO., LTD

## Result summary/ conclusion:

No.	Test parameter(s)	Conclusion
1.	EN 71 Part 9:2005 + A1:2007 (Table 2B) – Colorants	Pass
2.	EN 71 Part 9:2005 + A1:2007 (Table 2C) – Primary Aromatic Amines	Pass
3.	EN 71 Part 9:2005 + A1:2007 (Table 2H) – Preservatives (Other than Wood Preservatives)	Pass
4.	Migration of Certain Elements- EN 71-3:2019	Pass
5.	Mechanical & Physical Properties- EN 71-1: 2014 + A1:2018	Pass
6.	Flammability- EN 71-2:2011 + A1:2014	Pass

Note: - The submitted samples are Not Drawn by the Laboratory.  
- The submitted sample was not evaluated the labeling review per client's request.

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Laboratory: TÜV SÜD Vietnam Co. Ltd.  
Lot III-26, 19/5A Street, Industry Group III,  
Tan Binh I.P, Tay Thanh Ward, Tan Phu District,  
Ho Chi Minh City, Vietnam

Phone: 084-8-62678506  
Fax: 084-8-62678511  
Url: [www.tuv-sud.vn](http://www.tuv-sud.vn)

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- This report includes the test result(s) which was conducted and reviewed by Chemical Department.

## Customer inquiries, please contact:

Primary Contact: Katherine Bui, Tel: +84 28 6267 8507, Ext: 123; email: [anhthy.bui@tuv-sud.vn](mailto:anhthy.bui@tuv-sud.vn)

Back-up Contact: Grace Nguyen, Tel: +84 28 6267 8507, Ext: 125; email: [nhuy.nguyen@tuv-sud.vn](mailto:nhuy.nguyen@tuv-sud.vn)

## Technical inquiries, please contact:

Primary Contact: Dave Phan, Tel: +84 28 6267 8507, Ext: 131; email: [thanhtri.phan@tuv-sud.vn](mailto:thanhtri.phan@tuv-sud.vn)

**TÜV SÜD Vietnam**

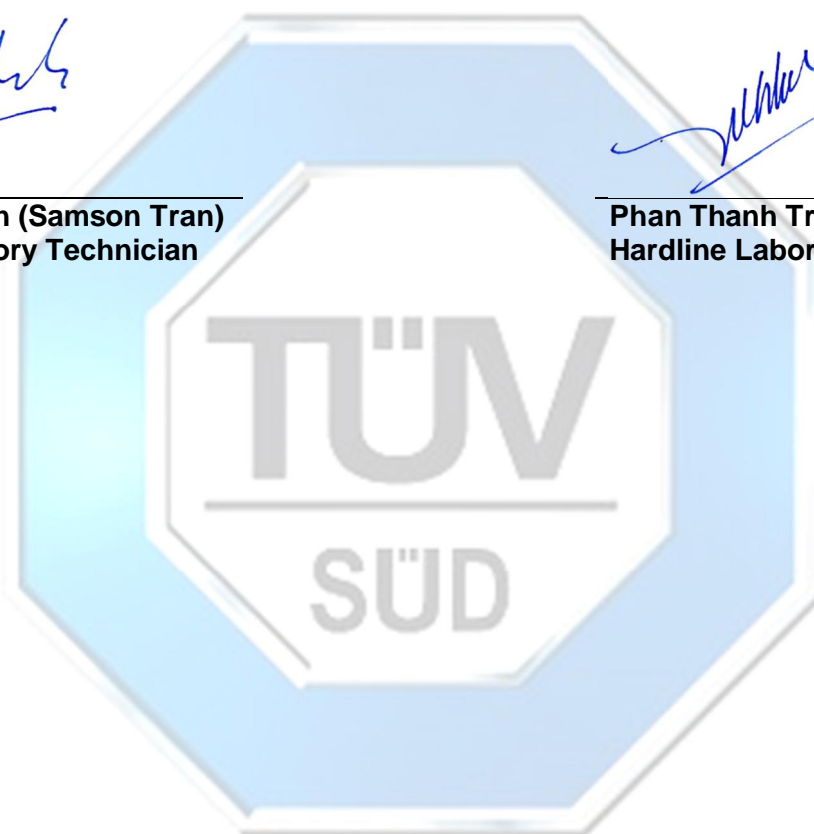
**TÜV SÜD Group**

Performed by

**Tran Van Khanh (Samson Tran)**  
Senior Laboratory Technician

Approved by

**Phan Thanh Tri (Dave Phan)**  
Hardline Laboratory Manager



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## 1. Material analysis (As identified by lab)

SAMPLE	ITEM	Note	MATERIAL NO
Sample 1	Purple/ Modeling Clay	/	01
Sample 2	Green/ Modeling Clay	/	02
Sample 3	Yellow/ Modeling Clay	/	03
Sample 4	Cream/ Modeling Clay	/	04
Sample 5	White/ Modeling Clay	/	05
Sample 6	White/ Modeling Clay	/	06
Sample 7	Gray/ Modeling Clay	/	07
Sample 8	Orange/ Modeling Clay	/	08
Sample 9	Red/ Modeling Clay	/	09
Sample 10	Brown/ Modeling Clay	/	10
Sample 11	Pink/ Modeling Clay	/	11
Sample 12	Black/ Modeling Clay	/	12

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## 2. TEST RESULTS:

### 2.1 EN 71 Part 9:2005 + A1:2007 (Table 2B) – Colorants

Test method: Reference to EN 71 Part 10 and EN 71 Part 11, Analysis was conducted with LC-MS

Colour Index Name:	CAS number	Result [ppm]			EN 71-9 Action Limit: (ppm)
		01	02	03	
Disperse Blue 1	2475-45-8	< 1	< 1	< 1	10
Disperse Blue 3	2475-46-9	< 1	< 1	< 1	10
Disperse Blue 106	12223-01-7	< 1	< 1	< 1	10
Disperse Blue 124	61951-51-7	< 1	< 1	< 1	10
Disperse Yellow 3	2832-40-8	< 1	< 1	< 1	10
Disperse Orange 3	730-40-5	< 1	< 1	< 1	10
Disperse Orange 37/76	12223-33-5 13301-61-6	< 1	< 1	< 1	10
Disperse Red 1	2872-52-8	< 1	< 1	< 1	10
Solvent Yellow 1	60-09-3	< 1	< 1	< 1	10
Solvent Yellow 2	60-11-7	< 1	< 1	< 1	10
Solvent Yellow 3	97-56-3	< 1	< 1	< 1	10
Basic Red 9	569-61-9	< 1	< 1	< 1	10
Basic Violet 1	8004-87-3	< 1	< 1	< 1	10
Basic Violet 3	548-62-9	< 1	< 1	< 1	10
Acid Red 26	3761-53-3	< 1	< 1	< 1	10
Acid Violet 49	1694-09-3	< 1	< 1	< 1	10

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Colour Index Name:	CAS number	Result [ppm]			EN 71-9 Action Limit: (ppm)
		04	05	06	
Disperse Blue 1	2475-45-8	< 1	< 1	< 1	10
Disperse Blue 3	2475-46-9	< 1	< 1	< 1	10
Disperse Blue 106	12223-01-7	< 1	< 1	< 1	10
Disperse Blue 124	61951-51-7	< 1	< 1	< 1	10
Disperse Yellow 3	2832-40-8	< 1	< 1	< 1	10
Disperse Orange 3	730-40-5	< 1	< 1	< 1	10
Disperse Orange 37/76	12223-33-5 13301-61-6	< 1	< 1	< 1	10
Disperse Red 1	2872-52-8	< 1	< 1	< 1	10
Solvent Yellow 1	60-09-3	< 1	< 1	< 1	10
Solvent Yellow 2	60-11-7	< 1	< 1	< 1	10
Solvent Yellow 3	97-56-3	< 1	< 1	< 1	10
Basic Red 9	569-61-9	< 1	< 1	< 1	10
Basic Violet 1	8004-87-3	< 1	< 1	< 1	10
Basic Violet 3	548-62-9	< 1	< 1	< 1	10
Acid Red 26	3761-53-3	< 1	< 1	< 1	10
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Colour Index Name:	CAS number	Result [ppm]			EN 71-9 Action Limit: (ppm)
		07	08	09	
Disperse Blue 1	2475-45-8	< 1	< 1	< 1	10
Disperse Blue 3	2475-46-9	< 1	< 1	< 1	10
Disperse Blue 106	12223-01-7	< 1	< 1	< 1	10
Disperse Blue 124	61951-51-7	< 1	< 1	< 1	10
Disperse Yellow 3	2832-40-8	< 1	< 1	< 1	10
Disperse Orange 3	730-40-5	< 1	< 1	< 1	10
Disperse Orange 37/76	12223-33-5 13301-61-6	< 1	< 1	< 1	10
Disperse Red 1	2872-52-8	< 1	< 1	< 1	10
Solvent Yellow 1	60-09-3	< 1	< 1	< 1	10
Solvent Yellow 2	60-11-7	< 1	< 1	< 1	10
Solvent Yellow 3	97-56-3	< 1	< 1	< 1	10
Basic Red 9	569-61-9	< 1	< 1	< 1	10
Basic Violet 1	8004-87-3	< 1	< 1	< 1	10
Basic Violet 3	548-62-9	< 1	< 1	< 1	10
Acid Red 26	3761-53-3	< 1	< 1	< 1	10
Acid Violet 49	1694-09-3	< 1	< 1	< 1	10

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Colour Index Name:	CAS number	Result [ppm]			EN 71-9 Action Limit: (ppm)
		10	11	12	
Disperse Blue 1	2475-45-8	< 1	< 1	< 1	10
Disperse Blue 3	2475-46-9	< 1	< 1	< 1	10
Disperse Blue 106	12223-01-7	< 1	< 1	< 1	10
Disperse Blue 124	61951-51-7	< 1	< 1	< 1	10
Disperse Yellow 3	2832-40-8	< 1	< 1	< 1	10
Disperse Orange 3	730-40-5	< 1	< 1	< 1	10
Disperse Orange 37/76	12223-33-5 13301-61-6	< 1	< 1	< 1	10
Disperse Red 1	2872-52-8	< 1	< 1	< 1	10
Solvent Yellow 1	60-09-3	< 1	< 1	< 1	10
Solvent Yellow 2	60-11-7	< 1	< 1	< 1	10
Solvent Yellow 3	97-56-3	< 1	< 1	< 1	10
Basic Red 9	569-61-9	< 1	< 1	< 1	10
Basic Violet 1	8004-87-3	< 1	< 1	< 1	10
Basic Violet 3	548-62-9	< 1	< 1	< 1	10
Acid Red 26	3761-53-3	< 1	< 1	< 1	10
Acid Violet 49	1694-09-3	< 1	< 1	< 1	10

Note: ppm = mg/kg

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## 2.2 EN 71 Part 9:2005 + A1:2007 (Table 2C) – Primary Aromatic Amines

Test method: Reference to EN 71 Part 10 and EN 71 Part 11, Analysis was conducted with GC-MS and LC-MS

Compound	CAS number	Result [ppm]			EN 71-9 Action Limit: (ppm)
		01	02	03	
Benzidine	92-87-5	< 5	< 5	< 5	5
2-Naphthylamine	91-59-8	< 5	< 5	< 5	5
4-Chloroaniline	106-47-8	< 5	< 5	< 5	5
3,3'-Dichlorobenzidine	91-94-1	< 5	< 5	< 5	5
3,3'-Dimethoxybenzidine	119-90-4	< 5	< 5	< 5	5
3,3'-Dimethylbenzidine	119-93-7	< 5	< 5	< 5	5
o-Toluidine	95-53-4	< 5	< 5	< 5	5
2-Methoxyaniline (o-Anisidine)	90-04-0	< 5	< 5	< 5	5
Aniline	62-53-3	< 5	< 5	< 5	5

Compound	CAS number	Result [ppm]			EN 71-9 Action Limit: (ppm)
		04	05	06	
Benzidine	92-87-5	< 5	< 5	< 5	5
2-Naphthylamine	91-59-8	< 5	< 5	< 5	5
4-Chloroaniline	106-47-8	< 5	< 5	< 5	5
3,3'-Dichlorobenzidine	91-94-1	< 5	< 5	< 5	5
3,3'-Dimethoxybenzidine	119-90-4	< 5	< 5	< 5	5
3,3'-Dimethylbenzidine	119-93-7	< 5	< 5	< 5	5
o-Toluidine	95-53-4	< 5	< 5	< 5	5

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2-Methoxyaniline (o-Anisidine)	90-04-0	< 5	< 5	< 5	5
Aniline	62-53-3	< 5	< 5	< 5	5

Compound	CAS number	Result [ppm]			EN 71-9 Action Limit: (ppm)
		07	08	09	
Benzidine	92-87-5	< 5	< 5	< 5	5
2-Naphthylamine	91-59-8	< 5	< 5	< 5	5
4-Chloroaniline	106-47-8	< 5	< 5	< 5	5
3,3'-Dichlorobenzidine	91-94-1	< 5	< 5	< 5	5
3,3'-Dimethoxybenzidine	119-90-4	< 5	< 5	< 5	5
3,3'-Dimethylbenzidine	119-93-7	< 5	< 5	< 5	5
o-Toluidine	95-53-4	< 5	< 5	< 5	5
2-Methoxyaniline (o-Anisidine)	90-04-0	< 5	< 5	< 5	5
Aniline	62-53-3	< 5	< 5	< 5	5

Compound	CAS number	Result [ppm]			EN 71-9 Action Limit: (ppm)
		10	11	12	
Benzidine	92-87-5	< 5	< 5	< 5	5
2-Naphthylamine	91-59-8	< 5	< 5	< 5	5
4-Chloroaniline	106-47-8	< 5	< 5	< 5	5
3,3'-Dichlorobenzidine	91-94-1	< 5	< 5	< 5	5
3,3'-Dimethoxybenzidine	119-90-4	< 5	< 5	< 5	5
3,3'-Dimethylbenzidine	119-93-7	< 5	< 5	< 5	5

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o-Toluidine	95-53-4	< 5	< 5	< 5	5
2-Methoxyaniline (o-Anisidine)	90-04-0	< 5	< 5	< 5	5
Aniline	62-53-3	< 5	< 5	< 5	5

Note: ppm = mg/kg

### 2.3 EN 71 Part 9:2005 + A1:2007 (Table 2H) – Preservatives (Other than Wood Preservatives)

Test method: Reference to EN 71 Part 10 and EN 71 Part 11, Analysis was conducted with LC-MS and UV-VS

Compound	CAS number	Result [ppm]			EN 71-9 Limit: (ppm)
		01	02	03	
Phenol	108-95-2	< 5	< 5	< 5	(Action Limit) 10
1,2-Benzylisothiazolin-3-one	2634-33-5	< 5	< 5	< 5	(Action Limit) 5
2-Methyl-4-isothiazolin-3-one	2682-20-4	< 5	< 5	< 5	10
5-Chloro-2-methyl-4-isothiazolin-3-one	26172-55-4	< 5	< 5	< 5	10
5-Chloro-2-methyl-4-isothiazolin-3-one + 2-methyl-4-isothiazolin-3-one	-	< 5	< 5	< 5	15
Formaldehyde (free)	50-00-0	< 10	< 10	< 10	500

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Compound	CAS number	Result [ppm]			EN 71-9 Limit: (ppm)
		04	05	06	
Phenol	108-95-2	< 5	< 5	< 5	(Action Limit) 10
1,2-Benzylisothiazolin-3-one	2634-33-5	< 5	< 5	< 5	(Action Limit) 5
2-Methyl-4-isothiazolin-3-one	2682-20-4	< 5	< 5	< 5	10
5-Chloro-2-methyl-4-isothiazolin-3-one	26172-55-4	< 5	< 5	< 5	10
5-Chloro-2-methyl-4-isothiazolin-3-one + 2-methyl-4-isothiazolin-3-one	-	< 5	< 5	< 5	15
Formaldehyde (free)	50-00-0	< 10	< 10	< 10	500

Compound	CAS number	Result [ppm]			EN 71-9 Limit: (ppm)
		07	08	09	
Phenol	108-95-2	< 5	< 5	< 5	(Action Limit) 10
1,2-Benzylisothiazolin-3-one	2634-33-5	< 5	< 5	< 5	(Action Limit) 5
2-Methyl-4-isothiazolin-3-one	2682-20-4	< 5	< 5	< 5	10
5-Chloro-2-methyl-4-isothiazolin-3-one	26172-55-4	< 5	< 5	< 5	10
5-Chloro-2-methyl-4-isothiazolin-3-one + 2-methyl-4-isothiazolin-3-one	-	< 5	< 5	< 5	15
Formaldehyde (free)	50-00-0	< 10	< 10	< 10	500

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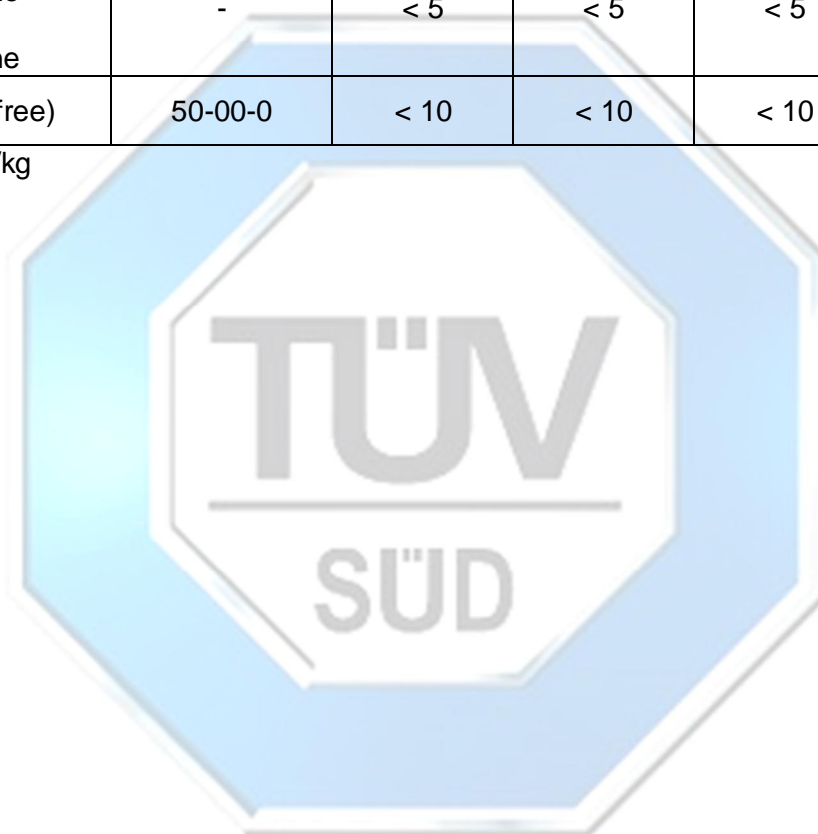
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Compound	CAS number	Result [ppm]			EN 71-9 Limit: (ppm)
		10	11	12	
Phenol	108-95-2	< 5	< 5	< 5	(Action Limit) 10
1,2-Benzylisothiazolin-3-one	2634-33-5	< 5	< 5	< 5	(Action Limit) 5
2-Methyl-4-isothiazolin-3-one	2682-20-4	< 5	< 5	< 5	10
5-Chloro-2-methyl-4-isothiazolin-3-one	26172-55-4	< 5	< 5	< 5	10
5-Chloro-2-methyl-4-isothiazolin-3-one + 2-methyl-4-isothiazolin-3-one	-	< 5	< 5	< 5	15
Formaldehyde (free)	50-00-0	< 10	< 10	< 10	500

Note: ppm = mg/kg



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## 2.4 EN 71 Part 3:2019 - Migration of Certain Elements. Analysis by ICP-OES/MS

Test Item(s):	Result [ppm]					
	01	02	03	04	05	06
Category Type:	I	I	I	I	I	I
Aluminium (Al)	< 5	< 5	< 5	< 5	< 5	< 5
Antimony (Sb)	< 5	< 5	< 5	< 5	< 5	< 5
Arsenic (As)	< 0.5	< 0.5	< 0.5	< 0.5	< 0.5	< 0.5
Barium (Ba)	< 5	< 5	< 5	< 5	< 5	< 5
Boron (B)	< 5	< 5	< 5	< 5	< 5	< 5
Cadmium (Cd)	< 0.5	< 0.5	< 0.5	< 0.5	< 0.5	< 0.5
Chromium (III) (Cr III)	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02
Chromium (VI) (Cr VI)	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02
Cobalt (Co)	< 2.5	< 2.5	< 2.5	< 2.5	< 2.5	< 2.5
Copper (Cu)	< 5	< 5	< 5	< 5	< 5	< 5
Lead (Pb)	< 1	< 1	< 1	< 1	< 1	< 1
Manganese (Mn)	< 5	< 5	< 5	< 5	< 5	< 5
Mercury (Hg)	< 2.5	< 2.5	< 2.5	< 2.5	< 2.5	< 2.5
Nickel (Ni)	< 5	< 5	< 5	< 5	< 5	< 5
Selenium (Se)	< 5	< 5	< 5	< 5	< 5	< 5
Strontium (Sr)	< 5	< 5	< 5	< 5	< 5	< 5
Tin (Sn)	< 0.9	< 0.9	< 0.9	< 0.9	< 0.9	< 0.9
Organic Tin (O.Sn)	< 0.9	< 0.9	< 0.9	< 0.9	< 0.9	< 0.9
Zinc (Zn)	< 5	< 5	< 5	< 5	< 5	< 5

Test Item(s):	Result [ppm]					
	07	08	09	10	11	12
Category Type:	I	I	I	I	I	I
Aluminium (Al)	< 5	< 5	< 5	< 5	< 5	< 5
Antimony (Sb)	< 5	< 5	< 5	< 5	< 5	< 5
Arsenic (As)	< 0.5	< 0.5	< 0.5	< 0.5	< 0.5	< 0.5
Barium (Ba)	< 5	< 5	< 5	< 5	< 5	< 5
Boron (B)	< 5	< 5	< 5	< 5	< 5	< 5
Cadmium (Cd)	< 0.5	< 0.5	< 0.5	< 0.5	< 0.5	< 0.5
Chromium (III) (Cr III)	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02
Chromium (VI) (Cr VI)	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02	< 0.02
Cobalt (Co)	< 2.5	< 2.5	< 2.5	< 2.5	< 2.5	< 2.5
Copper (Cu)	< 5	< 5	< 5	< 5	< 5	< 5
Lead (Pb)	< 1	< 1	< 1	< 1	< 1	< 1
Manganese (Mn)	< 5	< 5	< 5	< 5	< 5	< 5

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**Disclaimer Measurement Uncertainty:**

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Mercury (Hg)	< 2.5	< 2.5	< 2.5	< 2.5	< 2.5	< 2.5
Nickel (Ni)	< 5	< 5	< 5	< 5	< 5	< 5
Selenium (Se)	< 5	< 5	< 5	< 5	< 5	< 5
Strontium (Sr)	< 5	< 5	< 5	< 5	< 5	< 5
Tin (Sn)	< 0.9	< 0.9	< 0.9	< 0.9	< 0.9	< 0.9
Organic Tin (O.Sn)	< 0.9	< 0.9	< 0.9	< 0.9	< 0.9	< 0.9
Zinc (Zn)	< 5	< 5	< 5	< 5	< 5	< 5

Note:

1. ppm = mg/kg
2. N.D = Not Detected

Migration limits from toy materials:

Element(s)	Migration limit (ppm)		
	Category I	Category II	Category III
Aluminium (Al)	5625	1406	70000
Antimony (Sb)	45	11.3	560
Arsenic (As)	3.8	0.9	47
Barium (Ba)	1500	375	18750
Boron (B)	1200	300	15 000
Cadmium (Cd)	1.3	0.3	17
Chromium (III) (Cr III)	37.5	9.4	460
Chromium (VI) (Cr VI)	0.02	0.005	0.2
Cobalt (Co)	10.5	2.6	130
Copper (Cu)	622.5	156	7 700
Lead (Pb)	2.0	0.5	23
Manganese (Mn)	1200	300	15000
Mercury (Hg)	7.5	1.9	94
Nickel (Ni)	75	18.8	930
Selenium (Se)	37.5	9.4	460
Strontium (Sr)	4500	1125	56000
Tin (Sn)	15000	3750	180000
Organic Tin (O.Sn)	0.9	0.2	12
Zinc	3750	938	46000

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## 2.5 EN 71: PART 1: 2014 + A1:2018 - MECHANICAL & PHYSICAL PROPERTIES

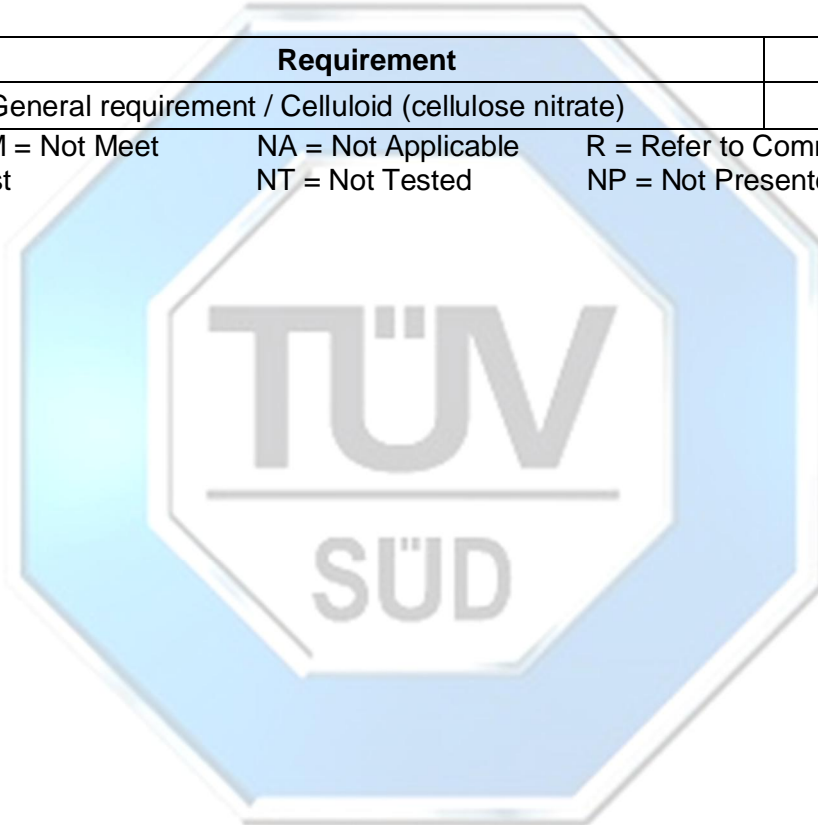
Subclause	Evaluation	Result
4.1	Material cleanliness	M
4.7 & 7.6	Edges	M
4.8 e	Splinters	M

M = Meet    NM = Not Meet    NA = Not Applicable    R = Refer to Comment Section  
 NR = Not Request    NT = Not Tested    NP = Not Presented

## 2.6 Flammability- EN 71-2:2011 + A1:2014 – FLAMMABILITY

Subclause	Requirement	Result
4.1	General requirement / Celluloid (cellulose nitrate)	NP

M = Meet    NM = Not Meet    NA = Not Applicable    R = Refer to Comment Section  
 NR = Not Request    NT = Not Tested    NP = Not Presented    DNI = Did Not Ignite



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### Disclaimer Measurement Uncertainty:

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### 3. Sample Photo(s)



- END OF TEST REPORT -

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

<p><b>1. General</b></p> <p>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").</p> <p>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.</p> <p>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.</p> <p><b>2. Contractual Performance and Clients' Responsibilities</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>3. Delay or Failure of Performance</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>4. Warranty</b></p> <p>4.1 Warranty by TÜV SÜD only covers contractual services with which it has been explicitly commissioned as per Section 2.1. 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 or regulated by the law and regulations.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>5. Liability</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>5.7 Any person making claims under this contract may inform TÜV SÜD about any potential damage for which TÜV SÜD could be liable.</p> <p>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.</p> <p>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.</p> <p><b>6. Terms of Payment, Prices</b></p> <p>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.</p> <p>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.</p> <p>6.2 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.</p> <p>6.3 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.</p> <p>6.4 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.</p> <p>6.5 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.</p> <p>6.6 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.</p> <p>6.7 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.</p> <p><b>7. Secrecy, Copyright, Data Protection</b></p> <p>7.1 TÜV SÜD shall have the right to copy and file any written documents submitted for perusal which are important for performance of the order.</p> <p>7.2 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.</p> <p>7.3 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.</p> <p><b>8. Lien</b></p> <p>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.</p> <p><b>9. Indemnity</b></p> <p>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 for delivery of documents or products / equipment) unless the same is caused by the act or neglect of TÜV SÜD.</p> <p><b>10. Court Appearance</b></p> <p>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.</p> <p><b>11. Governing Law</b></p> <p>11.1 The agreement for the Services shall be governed by and construed in accordance with the laws of Vietnam.</p> <p>11.2 TÜV SÜD and the client agree to submit to the jurisdiction of the Vietnam Courts.</p> <p><b>12. Validity of Agreement</b></p> <p>12. 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.</p>
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