

Report No.: 248164246-01

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Client: AN CUONG HIGH-TECH BUILDING MATERIALS JOINT STOCK COMPANY**Contact Information:** An Phat High-tech Industrial Park, KM47, National road 5,
Viet Hoa Ward, Hai Duong Province, Viet Nam**Test item(s):** SPC Flooring**Identification/** An Cuong SPC Flooring**Model No(s):** Model: An Cuong SPC Flooring

Material: SPC

Color: Yellow

Sample Receiving date: 2024-11-21**Testing Period:** 2024-11-22 to 2024-11-28**Test Specification:****Test result:**

Test parameters chosen by applicant:

- | | |
|---|--|
| 1. ASTM F963-23: Sect. 4.3.5.2, 15 USC 1278a (CPSIA Sect. 101) and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in substrate materials | PASS |
| 2. US California Proposition 65 – Total Cadmium content | PASS |
| 3. CPSIA Section 108 as amended by 16 CFR 1307: Phthalates content | PASS |
| 4. Total Lead Content according to REACH regulation (EC) No. 1907/2006 Annex XVII Entry 63 and its amendments | PASS |
| 5. Total Cadmium Content according to REACH regulation (EC) No. 1907/2006 Annex XVII Entry 23 and its amendments | PASS |
| 6. Phthalates content according to REACH regulation (EC) No. 1907/2006 and its amendments Annex XVII Entry 51 | PASS |
| 7. Risk Assessment of Articles: Screening of substances of very high concern (SVHC) subject to the candidate list by European Chemical Agency (ECHA) according to Regulation (EC) No 1907/2006 and its amendments | The tested material does not contain any SVHCs over 0.1% by weight |

For and on behalf of
TÜV Rheinland Vietnam Co., Ltd.

2024-11-29

Tran Thi Khanh Chi / Senior Project Coordinator

*Date**Name/Position*Sample information is provided by customer. Test result is drawn according to the kind and extent of tests performed.This test report relates to the above mentioned test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products."Decision Rule" document announced in our website (<https://www.tuv.com/vietnam/en/lp/qm-vn/>) describes the statement of conformity and its rule of enforcement for test results are applicable throughout this test report, unless otherwise be required by the standard or requested by the customer.

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Material List:

Item: An Cuong SPC Flooring
 Model: An Cuong SPC Flooring
 Material: SPC
 Color: Yellow

Material No.	Material	Color	Location
M001	Whole Product	Light brown + white + black	SPC Flooring

1.ASTM F963-23: Sect. 4.3.5.2, 15 USC 1278a (CPSIA Sect. 101) and Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): Total lead content in substrate materials

Test method: CPSC-CH-E1002-08.3. Analysis was performed by ICP-OES.

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result	Conclusion
T001	M001	Lead Content	ppm	10	100	n.d.	Pass

Abbreviation: n.d. = not detected (<Reporting Limit); RL = Reporting Limit
 mg/kg: milligram per kilogram = ppm: part per million
 % =Percentage; 1% = 10.000mg/kg (10.000ppm)

2.US California Proposition 65 – Total Cadmium content

Test Method: Refer CPSC-CH-E1002-08.3. Analysis was performed by ICP-OES.

Test Result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result
T001	M001	Cadmium	mg/kg	10	100	n.d.
		Conclusion	--	--	--	Pass

Abbreviation: n.d. = not detected (<Reporting Limit); RL = Reporting Limit
 mg/kg: milligram per kilogram = ppm: part per million
 % =Percentage; 1% = 10.000mg/kg (10.000ppm)

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3.CPSIA Section 108 as amended by 16 CFR 1307: Phthalates content

Test Method: CPSC-CH-C1001-09.4. Analysis was performed by GC-MS.

Test Result:

Test Parameter	CAS No.	Unit	RL	Test No.	T001
				Material No.	M001
Test Parameter	CAS No.	Unit	RL	Regulatory Requirement	Result
Dibutyl phthalate	84-74-2	%	0.005	0.1	n.d.
Benzyl butyl phthalate	85-68-7	%	0.005	0.1	n.d.
Diethylhexyl phthalate	117-81-7	%	0.005	0.1	n.d.
Diisononyl phthalate	28553-12-0	%	0.005	0.1	n.d.
Di-n-hexyl phthalate	84-75-3	%	0.005	0.1	n.d.
Diisobutyl phthalate	84-69-5	%	0.005	0.1	n.d.
Di-n-pentyl phthalate	131-18-0	%	0.005	0.1	n.d.
Dicyclohexyl phthalate	84-61-7	%	0.005	0.1	n.d.
Conclusion	--	-			Pass

Abbreviation: n.d. = not detected (<Reporting Limit)
 RL = Reporting Limit
 % =Percentage

4.Total Lead Content according to REACH regulation (EC) No. 1907/2006 Annex XVII Entry 63 and its amendments

Test Method: Acid digestion, analyzed by ICP-OES

Test result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result	Conclusion
T001	M001	Lead	mg/kg	10	500	n.d.	Pass
		Cadmium	mg/kg	10	100	n.d.	

Abbreviation: n.d. = not detected (<Reporting Limit); RL = Reporting Limit
 mg/kg: milligram per kilogram = ppm: part per million
 % =Percentage; 1% = 10.000mg/kg (10.000ppm)

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**5.Total Cadmium Content according to REACH regulation (EC) No. 1907/2006
 Annex XVII Entry 23 and its amendments**

Test Method: Acid digestion, analysed by AAS/ ICP-OES

Test Result:

Test No.	Material No.	Test Parameter	Unit	RL	Regulatory Requirement	Test Result	Conclusion
T001	M001	Cadmium	mg/kg	10	100	n.d.	Pass

Abbreviation: n.d. = not detected (<Reporting Limit); RL = Reporting Limit
 mg/kg: milligram per kilogram = ppm: part per million
 % =Percentage; 1% = 10.000mg/kg (10.000ppm)

**6.Phtalates content according to REACH regulation (EC) No. 1907/2006 and its
 amendments Annex XVII Entry 51**

Test Method: Organic solvent extraction, analyzed by GCMS

Test Result:

Test No.					T001
Material No.					M001
Test Parameter	CAS NO	Unit	RL	Regulatory Requirement	Result
Diethylhexyl phthalate (DEHP)	117-81-7	%	0.005	--	n.d.
Dibutyl phthalate (DBP)	84-74-2	%	0.005	--	n.d.
Benzylbutyl phthalate (BBP)	85-68-7	%	0.005	--	n.d.
Diisobutyl phthalate (DIBP)	84-69-5	%	0.005	--	n.d.
Sum of DEHP+DBP+BBP+DIBP		%	--	0.1	n.d.
Conclusion	--	--	--	--	Pass

Abbreviation: n.d. = not detected (<Reporting Limit); RL = Reporting Limit
 mg/kg: milligram per kilogram = ppm: part per million
 % =Percentage; 1% = 10.000mg/kg (10.000ppm)

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7. Screening of Substances of Very High Concern (SVHC) subject to the Candidate List by European Chemical Agency (ECHA) according to Regulation (EC) No 1907/2006 and its amendments.

Obligation of Importer is necessary if the detected SVHC concentration in article level is >0.1%:
To communicate information down the supply chain according to article. 33 of Regulation(EC) No 1907/2006. OR

1. Notification to ECHA, if the quantities of SVHC in the produced/imported articles are above 1 ton in total per year per company.
2. Provide sufficient information to ensure safe use of the article and, as a minimum, include the name of the substance, to their customers and on request to consumers within 45 days of the receipt of this request.

Test Method: 1) SVOC: organic solvent extraction, determination by GC-MS/ECD
2) VOC: organic solvent extraction, determination by GC-MS
3) VVOC: headspace-GC/MS analysis
4) non-VOC: organic solvent extraction, determination by LC-MS/MS.
5) inorganics: acid digestion, determination by ICP-OES

Test Result:

Test No.	Material No.	Result (%)
T001	M001	241 SVHCs: n.d. Triphenyl phosphate: n.d.

Abbreviation: n.d. = not detected (<Reporting Limit)
RL = Reporting Limit
% =Percentage

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Remark:

(*1) The reporting limit for each individual SVHC in Candidate List by ECHA:

	Substance	CAS No.	Reporting Limit
1	4,4'- Diaminodiphenylmethane (A9)	101-77-9	0.01%
2	Benzyl butyl phthalate (BBP)	85-68-7	0.01%
3	Bis (2-ethylhexyl)phthalate (DEHP)	117-81-7	0.01%
4	Dibutyl phthalate (DBP)	84-74-2	0.01%
5	Hexabromocyclododecane (HBCDD) and all major diastereoisomers identified: Alpha-hexabromocyclododecane Beta-hexabromocyclododecane Gamma-hexabromocyclododecane	25637-99-4 / 3194-55-6 / 134237-50-6 / 134237-51-7 / 134237-52-8	0.01%
6	5-tert-butyl-2,4,6-trinitro-m-xylene (Musk xylene)	81-15-2	0.01%
7	2,4-Dinitrotoluene (2,4-DNT)	121-14-2	0.01%
8	Diisobutyl phthalate (DIBP)	84-69-5	0.01%
9	Tris(2-chloroethyl)phosphate (TCEP)	115-96-8	0.01%
10	Diarsenic pentaoxide (*2)	1303-28-2	0.01%
11	Diarsenic trioxide (*2)	1327-53-3	0.01%
12	Lead chromate (*2)(*3)	7758-97-6	0.01%
13	Lead chromate molybdate sulphate red (C.I. Pigment Red 104) (*2)(*3)	12656-85-8	0.01%
14	Lead sulfochromate yellow (C.I. Pigment Yellow 34) (*2)	1344-37-2	0.01%
15	Trichloroethylene	79-01-6	0.01%
16	Chromium trioxide (*2)	1333-82-0	0.01%
17	Acids generated from chromium trioxide and their oligomers: Names of the acids and their oligomers: Chromic acid, Dichromic acid, Oligomers of chromic acid and dichromic acid. (*2)	7738-94-5 / 13530-68-2	0.01%
18	Sodium dichromate (*2)(*3)	7789-12-0 / 10588-01-9	0.01%
19	Potassium dichromate (*2)(*3)	7778-50-9	0.01%
20	Ammonium dichromate (*2)(*3)	7789-09-5	0.01%
21	Potassium chromate (*2)(*3)	7789-00-6	0.01%
22	Sodium chromate (*2)(*3)	7775-11-3	0.01%
23	Formaldehyde, oligomeric reaction products with aniline (technical MDA) (*10)	25214-70-4	0.01%
24	1,2-Dichloroethane (1,2-DCE)	107-06-2	0.01%
25	Bis(2-methoxyethyl) ether (DEGDB)	111-96-6	0.01%
26	Arsenic acid (*2)	7778-39-4	0.01%
27	2,2'-dichloro-4,4'-methylenedianiline (MOCA)	101-14-4	0.01%
28	Dichromium tris(chromate) (*2)(*3)	24613-89-6	0.01%
29	Strontium chromate (*2)(*3)	7789-06-2	0.01%
30	Potassium hydroxyoctaoxodizincatedichromate (*2)(*3)	11103-86-9	0.01%
31	Pentazinc chromate octahydroxide (*2)(*3)	49663-84-5	0.01%
32	1-bromopropane (n-propyl bromide)	106-94-5	0.01%
33	Diisopentylphthalate	605-50-5	0.01%
34	1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich (DIHP)	71888-89-6	0.01%
35	1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters (DHNUP)	68515-42-4	0.01%
36	1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	84777-06-0	0.01%

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37	Bis(2-methoxyethyl) phthalate	117-82-8	0.01%
38	Dipentyl phthalate (DPP)	131-18-0	0.01%
39	N-pentyl-isopentylphthalate	776297-69-9	0.01%
40	Anthracene oil (*6)	90640-80-5	0.01%(*7)
41	Pitch, coal tar, high temperature (*6)	65996-93-2	0.01%(*7)
42	4-(1,1,3,3-tetramethylbutyl)phenol, ethoxylated (OPEO) [covering well-defined substances and UVCB substances, polymers and homologues]	-	0.01%
43	4-Nonylphenol, branched and linear [substances with a linear and/or branched alkyl chain with a carbon number of 9 covalently bound in position 4 to phenol, covering also UVCB- and well-defined substances which include any of the individual isomers or a combination thereof]	-	0.01%
44	1,2-Benzenedicarboxylic acid, dihexyl ester, branched and linear	68515-50-4	0.01%
45	Dihexyl phthalate	84-75-3	0.01%
46	1,2-benzenedicarboxylic acid, di-C6-10-alkyl esters; 1,2-benzenedicarboxylic acid, mixed decyl and hexyl and octyl diesters with ≥ 0.3% of dihexyl phthalate (EC No. 201-559-5)	68515-51-5 / 68648-93-1	0.01%
47	Trixylyl phosphate	25155-23-1	0.01%
48	Sodium perborate, perboric acid, sodium salt (*2) (*5)	-	0.01%
49	Sodium peroxometaborate (*2) (*5)	7632-04-4	0.01%
50	5-sec-butyl-2-(2,4-dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [1], 5-sec-butyl-2-(4,6-dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [2] [covering any of the individual stereoisomers of [1] and [2] or any combination thereof]	-	0.01%
51	2-(2H-benzotriazol-2-yl)-4,6-ditertpentylphenol (UV-328)	25973-55-1	0.01%
52	2,4-di-tert-butyl-6-(5-chlorobenzotriazol-2-yl)phenol (UV-327)	3864-99-1	0.01%
53	2-(2H-benzotriazol-2-yl)-4-(tert-butyl)-6-(sec-butyl)phenol (UV-350)	36437-37-3	0.01%
54	2-benzotriazol-2-yl-4,6-di-tert-butylphenol (UV-320)	3846-71-7	0.01%
55	Anthracene	120-12-7	0.01%
56	Bis(tributyltin) oxide (TBTO) (*4)	56-35-9	0.01%
57	Triethyl arsenate (*2)	15606-95-8	0.01%
58	Lead hydrogen arsenate (*2)	7784-40-9	0.01%
59	Cobalt dichloride (*2)	7646-79-9	0.01%
60	Acrylamide	79-06-1	0.01%
61	Anthracene oil, anthracene paste, distr. lights (*6)	91995-17-4	0.01% (*7)
62	Anthracene oil, anthracene paste, anthracene fraction (*6)	91995-15-2	
63	Anthracene oil, anthracene-low (*6)	90640-82-7	
64	Anthracene oil, anthracene paste (*6)	90640-81-6	
65	Boric acid (*2) (*5)	10043-35-3 / 11113-50-1	0.01%
66	Disodium tetraborate, anhydrous (*2) (*5)	1303-96-4 / 1330-43-4 / 12179-04-3	0.01%
67	Tetraboron disodium heptaoxide, hydrate (*2) (*5)	12267-73-1	0.01%
68	2-Methoxyethanol	109-86-4	0.01%

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69	2-Ethoxyethanol	110-80-5	0.01%
70	Cobalt(II) sulphate (*2)	10124-43-3	0.01%
71	Cobalt(II) dinitrate (*2)	10141-05-6	0.01%
72	Cobalt(II) carbonate (*2)	513-79-1	0.01%
73	Cobalt(II) diacetate (*2)	71-48-7	0.01%
74	Alkanes C10-C13, chloro (Short Chain Chlorinated Paraffins) (SCCP)	85535-84-8	0.01%
75	2-Ethoxyethyl acetate	111-15-9	0.01%
76	Hydrazine	302-01-2 / 7803-57-8	0.01%
77	1-Methyl-2-pyrrolidone (NMP)	872-50-4	0.01%
78	1,2,3-Trichloropropane	96-18-4	0.01%
79	Aluminosilicate Refractory Ceramic Fibres (RCF) (*8)	-	0.01%
80	Zirconia Aluminosilicate Refractory Ceramic Fibres (Zr-RCF) (*8)	-	0.01%
81	2-Methoxyaniline,o-Anisidine	90-04-0	0.01%
82	4-(1,1,3,3-tetramethylbutyl)phenol	140-66-9	0.01%
83	Calcium arsenate (*2)	7778-44-1	0.01%
84	Trilead diarsenate (*2)	3687-31-8	0.01%
85	N,N-dimethylacetamide (DMAC)	127-19-5	0.01%
86	Phenolphthalein	77-09-8	0.01%
87	Lead dipicrate (*2)	6477-64-1	0.01%
88	Lead diazide, Lead azide (*2)	13424-46-9	0.01%
89	Lead styphnate (*2)	15245-44-0	0.01%
90	1,2-bis(2-methoxyethoxy)ethane (TEGDME,triglyme)	112-49-2	0.01%
91	1,2-dimethoxyethane,ethylene glycol dimethyl ether (EGDME)	110-71-4	0.01%
92	Diboron trioxide (*2) (*5)	1303-86-2	0.01%
93	Formamide (FOR)	75-12-7	0.01%
94	Lead(II) bis(methanesulfonate) (*2)	17570-76-2	0.01%
95	1,3,5-Tris(oxiran-2-ylmethyl)-1,3,5-triazinane-2,4,6-trione (TGIC)	2451-62-9	0.01%
96	1,3,5-tris[(2S and 2R)-2,3-epoxypropyl]-1,3,5-triazine-2,4,6-(1H,3H,5H)-trione (β-TGIC)	59653-74-6	0.01%
97	4,4'-bis(dimethylamino)benzophenone (Michler's ketone), MK	90-94-8	0.01%
98	N,N,N',N'-tetramethyl-4,4'-methylenedianiline (Michler's base), RMK	101-61-1	0.01%
99	[4-[[4-anilino-1-naphthyl][4-(dimethylamino)phenyl]methylene] cyclohexa-2,5-dien-1-ylidene] dimethylammonium chloride (C.I. Basic Blue 26) [with ≥ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)] (*2)	2580-56-5	0.01%
100	[4-[4,4'-bis(dimethylamino) benzhydrylidene]cyclohexa-2,5-dien-1-ylidene]dimethylammonium chloride (C.I. Basic Violet 3) [with ≥ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)] (*9)	548-62-9	
101	4,4'-bis(dimethylamino)-4''-(methylamino)trityl alcohol [with ≥ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)] (*9)	561-41-1	
102	α,α-Bis[4-(dimethylamino)phenyl]-4 (phenylamino)naphthalene-1-methanol (C.I. Solvent Blue 4) [with ≥ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)] (*9)	6786-83-0	
103	Bis(pentabromophenyl) ether (decabromodiphenyl ether) (DecaBDE)	1163-19-5	0.01%
104	Pentacosafuorotridecanoic acid	72629-94-8	0.01%

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105	Tricosafuorododecanoic acid	307-55-1	0.01%
106	Henicosafuoroundecanoic acid	2058-94-8	0.01%
107	Heptacosafuorotetradecanoic acid	376-06-7	0.01%
108	Diazene-1,2-dicarboxamide (C,C'-azodi(formamide)) (ADCA) (*11)	123-77-3	0.01%
109	Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry]	85-42-7 / 13149-00-3 / 14166-21-3	0.01%
110	Hexahydromethylphthalic anhydride (MHHPA) [1], Hexahydro-4-methylphthalic anhydride [2], Hexahydro-1-methylphthalic anhydride [3], Hexahydro-3-methylphthalic anhydride [4] [The individual isomers [2], [3] and [4] (including their cis- and trans- stereo isomeric forms) and all possible combinations of the isomers [1] are covered by this entry]	25550-51-0 / 19438-60-9 / 48122-14-1 / 57110-29-9	0.01%
111	N,N-dimethylformamide (DMF)	68-12-2	0.01%
112	1,2-Diethoxyethane	629-14-1	0.01%
113	Diethyl sulphate	64-67-5	0.01%
114	Methoxyacetic acid (MAA)	625-45-6	0.01%
115	Dimethyl sulphate	77-78-1	0.01%
116	N-methylacetamide	79-16-3	0.01%
117	Furan	110-00-9	0.01%
118	Methyloxirane (Propylene oxide)	75-56-9	0.01%
119	3-ethyl-2-methyl-2-(3-methylbutyl)-1,3-oxazolidine	143860-04-2	0.01%
120	Dibutyltin dichloride (DBTC) (*15)	683-18-1	0.01%
121	Dinoseb (6-sec-butyl-2,4-dinitrophenol)	88-85-7	0.01%
122	4,4'-methylenedi-o-toluidine	838-88-0	0.01%
123	4,4'-oxydianiline and its salts	101-80-4	0.01%
124	4-Aminoazobenzene	60-09-3	0.01%
125	4-methyl-m-phenylenediamine (toluene-2,4-diamine)	95-80-7	0.01%
126	6-methoxy-m-toluidine (p-cresidine)	120-71-8	0.01%
127	Biphenyl-4-ylamine	92-67-1	0.01%
128	o-aminoazotoluene	97-56-3	0.01%
129	o-Toluidine	95-53-4	0.01%
130	Acetic acid, lead salt, basic (*2)	51404-69-4	0.01%
131	Trilead bis(carbonate) dihydroxide (*2)	1319-46-6	0.01%
132	Lead oxide sulfate (*2)	12036-76-9	0.01%
133	[Phthalato(2-)]dioxotrilead (*2)	69011-06-9	0.01%
134	Dioxobis(stearato)trilead (*2)	12578-12-0	0.01%
135	Fatty acids, C16-18, lead salts (*2)	91031-62-8	0.01%
136	Lead bis(tetrafluoroborate) (*2)	13814-96-5	0.01%
137	Lead cyanamidate (*2)	20837-86-9	0.01%
138	Lead dinitrate (*2)	10099-74-8	0.01%
139	Lead monoxide (lead oxide) (*2)	1317-36-8	0.01%
140	Orange lead (lead tetroxide) (*2)	1314-41-6	0.01%
141	Lead titanium trioxide (*2)	12060-00-3	0.01%
142	Lead titanium zirconium oxide (*2)	12626-81-2	0.01%

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143	Pyrochlore, antimony lead yellow (*2)	8012-00-8	0.01%
144	Pentalead tetraoxide sulphate (*2)	12065-90-6	0.01%
145	Silicic acid (H ₂ SiO ₅), barium salt (1:1), lead-doped [with lead (Pb) content above the applicable generic concentration limit for 'toxicity for reproduction' Repr. 1A (CLP) or category 1 (DSD), the substance is a member of the group entry of lead compounds, with index number 082-001-00-6 in Regulation (EC) No 1272/2008] (*2)	68784-75-8	0.01%
146	Silicic acid, lead salt (*2)	11120-22-2	0.01%
147	Sulfurous acid, lead salt, dibasic (*2)	62229-08-7	0.01%
148	Tetraethyllead (*2)	78-00-2	0.01%
149	Tetralead trioxide sulphate (*2)	12202-17-4	0.01%
150	Trilead dioxide phosphonate (*2)	12141-20-7	0.01%
151	Ammonium pentadecafluorooctanoate (APFO) (*12)	3825-26-1	0.01%
152	Pentadecafluorooctanoic acid (PFOA)	335-67-1	0.01%
153	Cadmium (*2)	7440-43-9	0.01%
154	Cadmium oxide (*2)	1306-19-0	0.01%
155	4-Nonylphenol, branched and linear, ethoxylated (NPEO) [substances with a linear and/or branched alkyl chain with a carbon number of 9 covalently bound in position 4 to phenol, ethoxylated covering UVCB- and well-defined substances, polymers and homologues, which include any of the individual isomers and/or combinations thereof]	-	0.01%
156	Imidazolidine-2-thione; (2-imidazoline-2-thiol)	96-45-7	0.01%
157	Disodium 3,3'-[[1,1'-biphenyl]-4,4'-diylbis(azo)]bis(4-aminonaphthalene-1-sulphonate) (C.I. Direct Red 28)	573-58-0	0.01%
158	Disodium 4-amino-3'-[[4'-[(2,4-diaminophenyl)azo][1,1'-biphenyl]-4-yl]azo]-5-hydroxy-6-(phenylazo)naphthalene-2,7-disulphonate (C.I. Direct Black 38)	1937-37-7	0.01%
159	Lead di(acetate) (*2)	301-04-2	0.01%
160	Cadmium sulphide (*2)	1306-23-6	0.01%
161	Cadmium chloride (*2)	10108-64-2	0.01%
162	Cadmium fluoride (*2)	7790-79-6	0.01%
163	Cadmium sulphate (*2)	10124-36-4 / 31119-53-6	0.01%
164	2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (DOTE) (*13)	15571-58-1	0.01%
165	Reaction mass of 2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate and 2-ethylhexyl 10-ethyl-4-[[2-[(2-ethylhexyl)oxy]-2-oxoethyl]thio]-4-octyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (reaction mass of DOTE and MOTE) (*14)	-	0.01%
166	1,3-propanesultone (1,3-PS)	1120-71-4	0.01%
167	Nitrobenzene	98-95-3	0.01%
168	Perfluorononan-1-oic-acid and its sodium and ammonium salts	375-95-1 21049-39-8 4149-60-4	0.01%
169	Benzo[def]chrysene (Benzo[a]pyrene)	50-32-8	0.01%
170	4,4'-isopropylidenediphenol (bisphenol A) (BPA)	80-05-7	0.01%
171	Nonadecafluorodecanoic acid (PFDA) and its sodium and ammonium salts	335-76-2 3830-45-3 3108-42-7	0.01%
172	4-heptylphenol, branched and linear [substances with a linear and/or branched alkyl chain with a carbon number of 7 covalently bound predominantly in position 4 to phenol, covering also UVCB- and well-defined substances which include any of the individual isomers or a combination thereof]	-	0.01%
173	p-(1,1-dimethylpropyl)phenol	80-46-6	0.01%
174	Perfluorohexane-1-sulfonic acid and its salts (PFHxS)	-	0.01%

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175	Chrysene	218-01-9	0.01%
176	Benzo[a]anthracene	56-55-3	0.01%
177	Cadmium nitrate(*2)	10325-94-7	0.01%
178	Cadmium hydroxide(*2)	21041-95-2	0.01%
179	Cadmium carbonate(*2)	513-78-0	0.01%
180	1,6,7,8,9,14,15,16,17,17,18,18- Dodecachloropentacyclo [12.2.1.16,9.02,13.05,10]octadeca-7,15-diene ("Dechlorane Plus"™) [covering any of its individual anti- and syn-isomers or any combination thereof]	-	0.01%
181	Reaction products of 1,3,4-thiadiazolidine-2,5-dithione, formaldehyde and 4-heptylphenol, branched and linear (RP-HP) [with ≥0.1% w/w 4-heptylphenol, branched and linear]	-	0.01%
182	Benzene-1,2,4-tricarboxylic acid 1,2 anhydride (trimellitic anhydride, TMA)	552-30-7	0.01%
183	Dicyclohexyl phthalate (DCHP)	84-61-7	0.01%
184	Terphenyl, hydrogenated	61788-32-7	0.01%
185	Octamethylcyclotetrasiloxane (D4)	556-67-2	0.01%
186	Decamethylcyclopentasiloxane (D5)	541-02-6	0.01%
187	Dodecamethylcyclohexasiloxane (D6)	540-97-6	0.01%
188	Ethylenediamine (EDA)	107-15-3	0.01%
189	Lead(*2)	7439-92-1	0.01%
190	Disodium octaborate (*2)(*5)	12008-41-2	0.01%
191	Benzo[ghi]perylene	191-24-2	0.01%
192	2,2-bis(4'-hydroxyphenyl)-4-methylpentane	6807-17-6	0.01%
193	Benzo[k]fluoranthene	207-08-9	0.01%
194	Fluoranthene	206-44-0	0.01%
195	Phenanthrene	85-01-8	0.01%
196	Pyrene	129-00-0	0.01%
197	1,7,7-trimethyl-3-(phenylmethylene)bicyclo[2.2.1]heptan- 2-one	15087-24-8	0.01%
198	2-methoxyethyl acetate	110-49-6	0.01%
199	Tris(4-nonylphenyl, branched and linear) phosphite (TNPP) with ≥ 0.1% w/w of 4-nonylphenol, branched and linear (4-NP)	-	0.01%
200	2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propionic acid, its salts and its acyl halides (covering any of their individual isomers and combinations thereof)	-	0.01%
201	4-tert-butylphenol (PTBP)	98-54-4	0.01%
202	Diisohexyl phthalate (DiHexP)	71850-09-4	0.01%
203	2-benzyl-2-dimethylamino-4'-morpholinobutyrophenone	119313-12-1	0.01%
204	2-methyl-1-(4-methylthiophenyl)-2-morpholinopropan-1-one	71868-10-5	0.01%
205	Perfluorobutane sulfonic acid (PFBS) and its salts	-	0.01%
206	1-vinylimidazole	1072-63-5	0.01%
207	2-methylimidazole	693-98-1	0.01%
208	Butyl 4-hydroxybenzoate	94-26-8	0.01%
209	Dibutylbis(pentane-2,4-dionato-O,O')tin(*15)	22673-19-4	0.01%
210	Bis(2-(2-methoxyethoxy)ethyl)ether	143-24-8	0.01%
211	Diocetyl tin dilaurate, stannane, dioctyl-, bis(coco acyloxy) derivs., and any other stannane, dioctyl-, bis(fatty acyloxy) derivs. wherein C12 is the predominant carbon number of the fatty acyloxy moiety (*13)	-	0.01%
212	2-(4-tert-butylbenzyl)propionaldehyde and its individual stereoisomers	-	0.01%
213	Orthoboric acid, sodium salt (*2) (*5)	13840-56-7	0.01%

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214	2,2-bis(bromomethyl)propane-1,3-diol (BMP) 2,2-dimethylpropan-1-ol, tribromo derivative/3-bromo-2,2-bis(bromomethyl)-1-propanol (TBNPA) 2,3-dibromo-1-propanol (2,3-DBPA)	3296-90-0 / 36483-57-5 / 1522-92-5 / 96-13-9	0.01%
215	Glutaral	111-30-8	0.01%
216	Medium-chain chlorinated paraffins (MCCP) [UVCB substances consisting of more than or equal to 80% linear chloroalkanes with carbon chain lengths within the range from C14 to C17]	-	0.01%
217	Phenol, alkylation products (mainly in para position) with C12-rich branched or linear alkyl chains from oligomerisation, covering any individual isomers and/or combinations thereof (PDDP)	-	0.01%
218	1,4-dioxane	123-91-1	0.01%
219	4,4'-(1-methylpropylidene)bisphenol	77-40-7	0.01%
220	tris(2-methoxyethoxy)vinylsilane	1067-53-4	0.01%
221	S-(tricyclo(5.2.1.0'2,6)deca-3-en-8(or 9)-yl O-(isopropyl or isobutyl or 2-ethylhexyl) O-(isopropyl or isobutyl or 2-ethylhexyl) phosphorodithioate	255881-94-8	0.01%
222	6,6'-di-tert-butyl-2,2'-methylene-di-p-cresol (DBMC)	119-47-1	0.01%
223	(±)-1,7,7-trimethyl-3-[(4-methylphenyl)methylene]bicyclo[2.2.1]heptan-2-one covering any of the individual isomers and/or combinations thereof (4-MBC) (3E)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one (1R,3E,4S)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one (1S,3Z,4R)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one (±)-1,7,7-trimethyl-3-[(4-methylphenyl)methylene]bicyclo[2.2.1]heptan-2-one (1R,4S)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one (1S,3E,4R)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one (1R,3Z,4S)-1,7,7-trimethyl-3-(4-methylbenzylidene)bicyclo[2.2.1]heptan-2-one	- 1782069-81-1 95342-41-9 852541-25-4 36861-47-9 741687-98-9 852541-30-1 852541-21-0	0.01%
224	N-(hydroxymethyl)acrylamide	924-42-5	0.01%
225	1,1'-[ethane-1,2-diylbis(oxy)]bis[2,4,6-tribromobenzene]	37853-59-1	0.01%
226	2,2',6,6'-tetrabromo-4,4'-isopropylidenediphenol (TBBPA)	79-94-7	0.01%
227	4,4'-sulphonyldiphenol	80-09-1	0.01%
228	Barium diboron tetraoxide(*2) (*5)	13701-59-2	0.01%
229	Bis(2-ethylhexyl) tetrabromophthalate covering any of the individual isomers and/or combinations thereof	-	0.01%
230	Isobutyl 4-hydroxybenzoate	4247-02-3	0.01%
231	Melamine	108-78-1	0.01%
232	Perfluoroheptanoic acid and its salts	-	0.01%
233	reaction mass of 2,2,3,3,5,5,6,6-octafluoro-4-(1,1,1,2,3,3,3-heptafluoropropyl-2-yl)morpholine and 2,2,3,3,5,5,6,6-octafluoro-4-(heptafluoropropyl)morpholine	-	0.01%
234	bis(4-chlorophenyl) sulphone	80-07-9	0.01%
235	Diphenyl(2,4,6-trimethylbenzoyl)phosphine oxide (TPO)	75980-60-8	0.01%
236	Oligomerisation and alkylation reaction products of 2-phenylpropene and phenol Phenol, methylstyrenated EC / List no: 270-966-8 CAS no: 68512-30-1	-	0.01%
237	Bumetrizole	3896-11-5	0.01%
238	2-(dimethylamino)-2-[(4-methylphenyl)methyl]-1-[4-(morpholin-4-yl)phenyl]butan-1-one	119344-86-4	0.01%
239	2-(2H-benzotriazol-2-yl)-4-(1,1,3,3-tetramethylbutyl)phenol (UV-329)	3147-75-9	0.01%
240	2,4,6-tri-tert-butylphenol	732-26-3	0.01%
241	Bis(α,α-dimethylbenzyl) peroxide	80-43-3	0.01%

Remark:

- (*2) The substances are tested and calculated in terms of its respective elements and to the worst-case scenario. The report states the theoretical value of SVHC substances without consideration of the actual occurrence in the article.
- (*3) The substances are tested and calculated in terms of Cr (VI).
- (*4) The substance is tested and calculated in terms of Tributyl tin.
- (*5) The substances are tested and calculated in terms of boron element and the boron element may come from the compounds other than SVHCs.
- (*6) The substances are UVCB (substance of unknown or variable composition, complex reaction products or biological materials), which are identified by its main constituents.

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- (*7) Individual concentrations to the constituent of UVCB with an amount of < 0.01% were not considered by the calculation of the sum.
- (*8) The test results are based on microscopic and chemical evaluation.
- (*9) The substances are quantified in terms of Michler's ketone and Michler's base by LC-MS, as Michler's ketone or Michler's base was found exceeds 0.01%.
- (*10) The content oligomer is determined by Py-GC/MS.
- (*11) The content of diazene-1,2-dicarboxamide is analyzed in terms of its breakdown product.
- (*12) The substance is tested in terms of pentadecafluorooctanoate.
- (*13) The substance is tested and calculated in terms of Dioctyl tin.
- (*14) The substance is tested and calculated in terms of Monooctyl tin and Dioctyl tin.
- (*15) The substance is tested and calculated in terms of Dibutyl tin

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Sample Photos



Lab ID: A003870111-001



Lab ID: A003870111-001

- END -

I. General Terms and Conditions of TÜV Rheinland Vietnam (hereinafter "TRV")

1 Scope

- 1.1 The following General Terms and Conditions (hereinafter "GTC") of TRV apply to the services agreed between TRV and the client (hereinafter the "Parties") and include the ancillary services and other ancillary obligations provided within the framework of the execution of the contract (hereinafter jointly referred to as "Services"). In addition, and overriding to these General Terms and Conditions, the Special Terms and Conditions shall apply.
- 1.2 Both consumers and entrepreneurs may be clients within the meaning of these GTC.
- 1.3 If the client is a consumer, the "II. Special Terms and Conditions for Consumers" shall apply in addition and overriding to the General Terms and Conditions and the Special Terms and Conditions.
- 1.4 Conflicting or deviating terms and conditions of the client do not apply and are hereby excluded. General terms and conditions of the client shall not become part of the contract even if TRV does not expressly object to them, accepts payments of the client without reservation, or performs the Services without reservation.
- 1.5 In the context of an ongoing business relationship with the client, these GTC and the Special Terms and Conditions shall also apply to future contracts with these clients without TRV having to refer to them separately in each individual case.
- 1.6 Insofar as these GTC or the Special Terms and Conditions refer to the term "accreditor", this also includes authorization and recognition organizations; the terms "accreditation specifications", "accreditation requirements" and "accreditation procedures" apply accordingly to the specifications and procedures of the authorization or recognition organizations.
- 1.7 Insofar as these GTC or the Special Terms and Conditions refer to a written form requirement, written form within the meaning of the laws of Vietnam is sufficient to observe the written form requirement.
- 1.8 Individual agreements made with the client in individual cases (including collateral agreements, supplements, and amendments) shall in any case take precedence over these GTC. Subject to evidence to the contrary, a written contract or written confirmation from TRV is authoritative for the content of such agreements.

2 Quotations and conclusion of contract; term of contract

- 2.1 The contract is concluded by signing of the offer letter from TRV or a separate contract document by both contracting Parties or by TRV providing the Services requested by the client. If the client commissions TRV without a prior offer from TRV, TRV is entitled, at its sole discretion, to accept the order by a written declaration of acceptance or by rendering the Services ordered.
- 2.2 Insofar as a certain term of the contract has been agreed upon, this shall be based on what has been agreed in the offer of TRV or in the contract. An agreed term shall be extended by the term provided for in the offer or in the contract if the contract is not terminated in writing by one of the contracting Parties three (3) months prior to its expiration date.

3 Services Provision and scope of Services

- 3.1 Scope and type of Services to be provided by TRV are specified in the contractually agreed service description of TRV. If no separate service description of TRV is available, the last offer of TRV governs for the Services to be provided. The Parties can only agree on changes to the service description in writing. Unless otherwise agreed, Services beyond the scope of the service description (e.g., checking the correctness and functionality of parts, products, processes, installations, organizations not listed in the service description, as well as the intended use and application of such) are not owed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the order.

- 3.2 TRV is entitled to determine the method of service provision including examinations or tests carried out at its own discretion if not otherwise agreed in writing or mandatory regulations require a certain procedure.
- 3.3 If mandatory legal regulations and standards or official requirements for the agreed Services change after conclusion of the contract, TRV shall be entitled to additional remuneration for expenses required to address any such required changes.
- 3.4 Unless contractually agreed, when testing, TRV does not guarantee the accuracy of the safety programs or safety regulations on which the tests are based, which have been made available by the client or by third parties.
- 3.5 The Services owed under the contract are agreed exclusively with the client. A contact of third Parties with the Services of TRV, as well as making available and reliance on the performance results by any third party, is not part of the agreed Services. This also applies if the client passes on performance results - in full or in extracts - to third parties in accordance with Clause 10.4.
- 3.6 The Parties shall not include any third Parties in the scope of protection of the contract, unless the Parties have expressly agreed to such inclusion in writing, naming the third Party.

4 Performance periods/dates

- 4.1 The performance periods and dates specified in the contract are non-binding unless the performance periods and dates are expressly marked as binding in the contract.
- 4.2 If performance is delayed, the client may only withdraw from the contract in accordance with the statutory provisions if TRV is responsible for the delay in performance. Any statutory rights of termination remain unaffected. TRV is not responsible for a delay in performance, in particular if the client has not fulfilled its duties to cooperate in accordance with Clause 5.1 or has not done so in time and, in particular, has not provided TRV with all documents and information required for the performance of the service as specified in the contract.
- 4.3 If the client is obliged to comply with legal, officially prescribed and/or by the accreditor prescribed deadlines, it is the client's responsibility to agree on performance dates with TRV, which enable the client to comply with the legal and/or officially prescribed deadlines. TRV assumes no responsibility in this respect unless TRV expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TRV.

5 Cooperation obligation of the client

- 5.1 The client shall carry out or provide all necessary cooperation and/or supporting information or documents, in particular the cooperation and/or supporting information or documents specified in Section II (Special Terms and Conditions) and shall provide information which enable TRV to render the contractual Services in conformity with the contract. The client is responsible for ensuring that all necessary cooperation actions, documents and information on its part, its agents or other third parties assigned to its sphere are provided in good time and free of charge for TRV.
- 5.2 All cooperation, documents and information mentioned under Clause 5.1 must comply with the relevant statutory regulations, standards, safety regulations and accident prevention regulations.
- 5.3 The client shall bear any additional costs incurred because of Services having to be repeated or being delayed due to delayed, incorrect or incomplete information or improper cooperation attributable to client. Even if a lump sum or a maximum price has been agreed, TRV is entitled to invoice these additional costs.
- 5.4 The client shall ensure TRV employee is provided with a safe work environment for executing the work assignments at client's premises and also provide necessary inductions on workplace hazards, additional activity specific personnel protective equipment as applicable.

6 Prices and accounting of Services

- 6.1 Insofar as TRV and the client have agreed a fixed lump-sum price in the contract, this shall be invoiced. If the scope of Services is not completely defined in writing when the contract is concluded, the Services provided by TRV are invoiced according to the expenditure of time and the fee agreed in the contract.

If the amount of the fee has not been agreed in writing in the contract, invoicing shall be based on the TRV price list valid at the time the Services is provided, which will be made available to the client upon request. Unless otherwise agreed, the applicable value added tax or similar tax has to be added to the agreed upon price.
- 6.2 Unless otherwise agreed in writing, the applicable value added tax has to be added to the agreed upon price. Partial acceptance is possible. In the event of partial acceptance, the partial remuneration is due after successful acceptance of individual work parts.
- 6.3 TRV is entitled to demand down payments for Services already provided in accordance with the contract in the amount of the value of the Services provided and owed under the contract.

7 Payment terms/costs/offsetting

- 7.1 All invoice amounts are due for payment within 30 days of the invoice date.

All invoice amounts are due for payment immediately without deduction upon receipt of the invoice. Discounts and rebates are not granted.
- 7.2 Payments shall be made to the bank account of TRV stated in the invoice, indicating the invoice number and client number. Unless otherwise agreed by the Parties in the contract, payments shall be made to the bank account of TRV stated in the invoice, indicating the invoice number and client number within 30 days of the invoice date. Payments shall be made in Vietnam Dong or in foreign currency, if permitted by Vietnamese law.
- 7.3 In the event of default as to late payment by clients, TRV is entitled to charge default interest at a rate of 20% per year on above default balance calculated on daily basis. TRV reserves the right to claim further damages.
- 7.4 If the client is in default with the payment of the invoice, TRV is entitled to withdraw from the contract with the client after expiry of a reasonable grace period (a) to withdraw an already issued certificate or test mark, to demand back work results, such as test reports, and to declare declarations of conformity invalid and (b) to terminate the contract without notice in the event that the contract is a continuing obligation or a contract with an agreed term.
- 7.5 Insofar as TRV becomes aware of circumstances after conclusion of the contract from which insolvency or other significant deterioration of the client's financial circumstances occurs or threatens to occur and the fulfilment of the contractual obligations is thereby endangered, TRV is entitled to refuse the corresponding Services under the contract. The right to refuse performance shall cease to apply if the client effects the contractual obligations or provides security in the amount of the endangered payment claim. If the client does not provide its services owed or adequate security within a reasonable period of time, TRV is entitled to terminate the contract while maintaining its claims for compensation and penalty.
- 7.6 Objections regarding TRV's invoices must be made in writing within 2 weeks of receipt of the invoice. TRV will make special reference to the aforementioned payment deadline in its invoices.
- 7.7 TRV is entitled to demand an appropriate advance payment, insofar as this is reasonable for the client taking into account the order value and the scope of the service owed by TRV.
- 7.8 Only legally established or undisputed claims may be offset against claims of TRV. This limitation of set-off does not apply if the claims and counterclaims of TRV and the client are based on the same legal relationship. The same applies to the assertion of rights of retention by the client.

I. General Terms and Conditions of TÜV Rheinland Vietnam (hereinafter "TRV")

7.9 TRV shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TRV shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon expiry of the above period.

7.10 Client shall pay any taxes, including VAT or similar tax, due in relation to the Services provided. TRV will only apply the zero VAT rate for exported services if client can substantiate that all conditions are fulfilled, and appropriate documentation is provided by the client as required under prevailing tax regulations. In the event that the Vietnamese tax authorities determine that the facts presented by the client are incorrect and assess standard VAT rate, the client agrees to pay the assessed VAT plus applicable penalties and interest to TRV within thirty (30) days of being advised by TRV.

8 Acceptance

8.1 In the case of agreed contractual Services or if acceptance of the work has been contractually agreed, the client is obliged to accept immediately after notification of completion, even in the case of partial performance or completion of self-contained parts. The costs of acceptance shall be borne by the client.

8.2 If the client does not meet its acceptance obligation without delay, acceptance shall be deemed to have taken place four (4) calendar weeks after the performance of the service if TRV specifically refers the client to the aforementioned period when the service is performed.

8.3 The client is not entitled to refuse acceptance due to insignificant defects.

9 Confidentiality

9.1 "Confidential Information" means all information, documents, pictures, drawings, know-how, data, samples and project documents handed over by one Party (hereinafter "Disclosing Party") to the other Party (hereinafter "Receiving Party") or otherwise disclosed from the beginning of the contract. This also includes copies of this information in paper and electronic form. When provided in writing or in any other physical form, Confidential Information must be identified by the words "confidential" or a similar wording indicating the confidential nature of the information.

In the case of Confidential Information that is passed on orally, appropriate prior notice of the confidentiality of such information must be provided and later memorialized in writing.

Confidential Information is expressly not the data and know-how collected, compiled or otherwise obtained by TRV (non-personal) within the scope of the provision of Services by TRV. TRV is entitled to store, use, further develop and pass on the data obtained in connection with the provision of Services for the purposes of developing new Services, improving Services and analyzing the provision of Services.

9.2 Confidential Information

- (a) May only be used by the Receiving Party to fulfil the purpose of the contract, unless otherwise expressly agreed in writing with the Disclosing Party,
- (b) May not be duplicated, distributed, published or passed on in any other form by the receiving Party, with the exception of such Confidential Information necessary to fulfil the purpose of the contract or such Confidential Information which the Receiving Party must pass on the basis of judicial instructions or legal or governmental regulations; this concerns in particular the Confidential Information to be passed on to supervisory authorities and/or accreditors of TRV within the framework of an accreditation procedure or, within the

framework of the provision of Services, to Affiliated Companies of TRV or subcontractors or their respective employees. "Affiliated Companies" shall mean all companies, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with a Party. For purposes of this definition "control" of a company shall mean to have, directly or indirectly, (i) the ownership of the majority of shares or voting rights or (ii) the right to elect or appoint, directly or indirectly, the majority of the managing directors, the board of directors, or a similar managing body or (iii) the power to direct or cause the direction of the management and policies of a corporation, company or other entity.

- (c) Must be treated confidential by the Receiving Party in the same way as it treats its own Confidential Information, but in no case less carefully than with reasonable care and attention.

9.3 The Receiving Party shall make the Confidential Information received from the Disclosing Party available only to those persons who need it to provide Services under this GTC. These persons include advisors to the Receiving Party and its Affiliates and subcontractors.

9.4 The term "Confidential Information" does not include information which

- (a) Was already generally known at the time of publication or becomes known to the general public without a violation of this GTC, or
- (b) Was demonstrably known to the Receiving Party at the time of conclusion of the contract or are thereafter disclosed in a justified manner by a third Party; or
- (c) was already in the possession of the Receiving Party prior to transmission by the Disclosing Party; or
- (d) The Receiving Party has independently developed irrespective of the transmission by the Disclosing Party.

9.5 Confidential information remains the property of the respective Disclosing Party. The Receiving Party hereby agrees to immediately (i) return all Confidential Information, including all copies thereof, to the Disclosing Party at any time upon the request of the Disclosing Party, or to (ii) destroy the Confidential Information, including all copies thereof, upon the request of the Disclosing Party, and to confirm in writing to the Disclosing Party the fact of such destruction.

The above-mentioned obligation to return or destroy does not apply to

- (a) Reports and certificates drawn up exclusively for the purpose of fulfilling the contractual obligations under the contract for the client, which remain with the client. However, TRV is entitled to take copies of this and the Confidential Information, which forms the basis for the preparation of these reports and certificates, as proof of proper performance of the contract and for general documentation purposes for its files; or
- (b) Confidential Information that is stored on backup servers or in analog backup systems on a generational basis during routine data backups as part of normal archiving processes; or
- (c) The extent contrary to laws, regulations, orders of a competent court, an administration or supervisory authority or an accreditation body.

9.6 This confidentiality obligation exists from the beginning of the contract and continues to apply for a period of five years after termination of the contract.

10 Copyrights and rights of use, publication

10.1 The copyrights of the reports, test reports, test results, expert opinions, results, calculations, representations, etc. prepared within the scope of the order (hereinafter "Performance Results") are owned by TRV. As the owner of the copyrights, TRV is free to grant others the right to use the Performance Results for individual or all types of use (hereinafter "Right of Use").

10.2 The client receives a non-exclusive, unlimited, non-transferable, non-sub licensable right of use to the contents of the service results produced within

the scope of the order, unless otherwise contractually agreed in individual cases. The Right of Use is limited to the contractual purpose (e.g., use of test reports, audit reports as proof of audits carried out or in the case of a contractually agreed review of a management system for conformity with certification conditions as proof of the corresponding decision).

10.3 The transfer of Rights of Use of the generated Performance Results regulated in Clause 10.2. of these GTC is subject to full payment of the remuneration agreed in favor of TRV.

10.4 The client may only pass on the Performance Results in full unless TRV has given its prior written consent to the partial passing on of Performance Results.

10.5 Any publication or reproduction of the Performance Results for advertising purposes or any further use of the Performance Results beyond the scope regulated in Clause 10.2 requires the prior written consent of TRV in each individual case. The client shall be responsible for and hold TRV harmless from any damages or complaints caused by publication or duplication of the service results for promotion purposes.

10.6 TRV may revoke a once given approval according to Clause 10.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the Performance Results immediately at its own expense and, as far as possible, to withdraw publications.

10.7 The consent of TRV to publication does not entitle the client to use the corporate logo of TRV, also registered as a Union trademark (Reg.-No.: 005871116) or the corporate design of TRV as reference advertising.

11 Defects

11.1 The legal warranty rights shall apply, unless otherwise regulated in these conditions.

11.2 In the event of a defect, the client has a claim to supplementary performance. Supplementary performance shall be effected at the discretion of TRV either by rectification or new delivery. Generally, supplementary performance by TRV is carried out as a gesture of goodwill and without recognition of a legal obligation. Acknowledgement with the consequence of a new start of the statute of limitations shall only exist if TRV has expressly declared this to the client. If the supplementary performance fails, the client is entitled either to withdraw from the contract or to reduce the price. Supplementary performance shall be deemed to have failed after the second unsuccessful attempt, unless the nature of the item or the defect or other circumstances in particular indicate otherwise.

11.3 The notification of defects by the client must be in writing.

The client's claims for defects regulated in this Clause 11 shall become statute-barred within one (1) year from the beginning of the statutory limitation period. TRV is not required to perform and the claim for performance or cure would be excluded in case where (i) the performance is impossible for TRV or for any other person, or (ii) the performance requires expense and effort which is grossly disproportionate to the interest in performance of the client, or (iii) the obstacle to the performance of the TRV is weighed against the interest of the client in performance, performance cannot be reasonably required of the TRV ; or (iv) the cure is possible only at disproportionate expense.

Notwithstanding the foregoing, the statutory limitation period shall apply a) in respect of all claims and rights of the client in cases of: (i) establishment of ownership rights resulting from prescriptive periods with respect to possession or deriving benefits from property unlawfully, (ii) in relation to building and a thing that has been used for a building in accordance with the normal way it is used and has resulted in the defectiveness of the building, (iii) and in the event of fraudulent concealment of the defect or b) in the event of claims for damages in the event of injury to life, body or health, claims under the applicable laws of Vietnam as well as grossly negligent or intentional breaches of duty.

11.4 Apart from the claims mentioned in Clause 11, the client is not entitled to any further claims and rights due to defects, with the exception of claims for damages and reimbursement of expenses. Liability for damages and

I. General Terms and Conditions of TÜV Rheinland Vietnam (hereinafter "TRV")

reimbursement of expenses shall be governed by Clause 12 of these Terms and Conditions.

12 Damages and Reimbursement of Expenses

- 12.1 TRV is not liable for damages or reimbursement of expenses on whatever legal grounds - in particular due to defects, breach of duties arising from the contractual relationship or tort. This applies in particular, but not exclusively, to claims for damages due to lost sales or profits, financing costs as well as damages as a result of business interruption or loss of production.
- 12.2 This exclusion of liability according to Clause 12.1 does not apply in the case of (a) intent or gross negligence, (b) liability for guaranteed quality characteristics, (c) liability on the basis of the Product Liability Act and (d) culpable injury to life, body or health. In addition, TRV is also liable in accordance with legal provisions in the event of a breach of essential contractual obligations, i.e., obligations whose fulfilment is essential for the proper execution of the contract and on whose observance the client regularly relies on and may rely.
- 12.3 Insofar as TRV is not liable for intent or gross negligence, injury to life, body or health, for guaranteed quality characteristics or under the Product Liability Act, TRV's liability in the event of a breach of essential contractual obligations is limited to the foreseeable damage typical for the contract.
- 12.4 Insofar as liability under this Clause 12 is excluded or limited, this shall also apply to the personal liability of the employees, representatives, organs and other employees of TRV and its assistant and vicarious agents.
- 12.5 The limitation period for claims for damages and reimbursement of expenses shall be governed by legal provisions.
- 12.6 No change in the burden of proof to the detriment of the client shall be construed with the above-mentioned provisions.
- 12.7 Unless otherwise contractually agreed in writing, TRV shall only be liable under the contract to the client and, if applicable, to a third Party explicitly named in writing in the contract. Liability towards other third Parties is excluded with the exception of liability in tort.

13 FORCE MAJEURE

- 13.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that Party proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably with its best efforts have been avoided or overcome by the affected Party.
- 13.2 In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) labor disturbance such as boycott, strike and lock-out, go-slow. The Force Majeure shall not include financial crisis.
- 13.3 The Party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, he written notice shall be given within [24hours] of becoming aware of its inability to perform the Contract due to Force Majeure and will make every effort to avoid or remedy the cause of

Force Majeure. If the affected Party does not promptly send a written notice to the other Party within the above-said [24 hours], the affected Party shall remain responsible for Force Majeure.

The performance of the Contract by the Parties (exclusive of the obligation to effort to avoid or take remedies the cause of Force Majeure) shall be suspended during the time of the Force Majeure. In this case, all other provisions of the Contract will be extended for a reasonable period equal to the period from the beginning of the Force Majeure until remedying the Force Majeure.

Where the effect of the impediment or event invoked is temporary, the performance of the contract by the Parties (exclusive of the obligation to effort to avoid or take remedies the cause of Force Majeure's Event) shall be suspended during the time of the Force Majeure. In this case, all other provisions of the contract will be extended for a reasonable period equal to the period from the beginning of the Force Majeure until remedying the Force Majeure. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by serving the written notice [30 days] in advance to the other Party. The Parties shall thereafter have no claim against each other in relation to such termination Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if occurrence of Force Majeure exceeds 120 days which cannot be repaired or restored by the affected Party.

14 HARDSHIP

- 14.1 The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.
- 14.2 Notwithstanding paragraph 1 of this Clause, where a Party proves that:
- (a) There are significant changes in situation after the contract is entered into that the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that
 - (b) It could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

- 14.3 Where Clause 14.2 applies, but where the Parties have been unable to agree alternative contractual terms as provided in that paragraph within [120 days] from the date occurrence of situation in Clause 14.2 to enable the affected-Party to continue the performance of the contract, affected-Parties is entitled to terminate the contract by giving one month written notice to the other Party.

15 Export control

- 15.1 When passing on the Services provided by TRV or parts thereof to third Parties in Vietnam or abroad, the client must comply with the respectively applicable regulations of national and international export control law.
- 15.2 The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international foreign trade legislations or embargos and/or sanctions.

16 Liability of TRV

- 16.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TRV for any damage, loss and reimbursement of expenses caused shall be limited to: (i) in the case of contract with a fixed overall fee, ten times the overall fee for the entire contract; (ii) in the case of contracts for annually recurring Services, to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis, to a maximum of VND 520 million and (iv) in the case of

framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TRV is limited in any event of damage or loss to VND 60 billion.

- 16.2 Any liability in relation to the Services would be of TRV. The client agrees not to bring any claim, including for negligence, against TRV's members, directors, employees or agents.
- 16.3 TRV shall not be liable for personnel made available by the client to support TRV in the performance of its services regulated under the contract. The client shall indemnify TRV against any claims made by third parties.
- 16.4 The limitation periods for claims for damages shall be two years from the date on which the cause of action accrues.
- 16.5 None of the provisions of this Clause 16 changes the burden of proof to the disadvantage of the client.

17 Partial invalidity, place of performance, jurisdiction

- 17.1 In the event that one or more provisions of these GTC should be invalid, the remaining provisions of these terms and conditions shall remain unaffected.
- 17.2 The place of performance for all obligations under these GTC or the contract, including supplementary performance, shall be the registered office of the respective TRV company providing the service owed under the contract.
- 17.3 The place of jurisdiction for all disputes arising from and in connection with the contractual relationship is Vietnam, insofar as the client is a merchant, a legal entity under public law or a special fund under public law. However, TRV is entitled to sue the client at his general place of jurisdiction or at another competent court. The above provisions do not apply if the law provides for an exclusive place of jurisdiction. In relation to non-merchants, Vietnam shall be the place of jurisdiction if the client moves his place of residence or usual abode abroad after conclusion of the contract or his place of residence or usual abode is not known to TRV at the time the claims are asserted in the competent court of Vietnam.
- 17.4 The legal and business relations between TRV and the client shall be governed exclusively by Vietnamese substantive law to the exclusion of international private law.

18 Data protection notice

TRV processes personal data of the client for the purpose of fulfilling this contract. In addition, TRV also processes the data for other legal purposes in accordance with the relevant legal basis (e.g., balancing of interests / consent). The personal data of the client will only be disclosed to other natural or legal persons if the legal requirements are met. This also applies to transfers to third countries. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises.

Legal record retention periods, which result from mandatory statutory provisions (e.g., retention periods under accounting or tax requirements) are taken into account. Data subjects may exercise the following rights: right of information, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority.

For further details on the processing of personal data by TRV as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Data Protection Officer of TRV by mail to the following address: TÜV Rheinland Vietnam, Floor 05 Anna Building, Quang Trung Software City, Tan Chanh Hiep Ward, District 12, Ho Chi Minh City, Vietnam.

II. Special Terms and Conditions for Consumers

For the avoidance of doubt, this provision of this section is only applied to the client is the consumers. For consumers, the following provisions apply preferential to the General Terms and Conditions and the Special Terms and Conditions of TRV:

1. Offers and conclusion of contract

1.1 Inquiries of the client regarding the provision of Services by TRV, which are made by means of remote communication (e.g., letter, telephone, e-mail), are not binding. Upon receipt of an enquiry, TRV will send the client an offer by letter or e-mail containing details regarding the client's enquiry (including prices, total price and any other additional costs which may be incurred in individual cases and the term of the contract or the conditions for termination of a permanent contract or contracts which automatically renew themselves) and to which these conditions are attached (hereafter "offer"). However, TRV is not obliged to submit an offer. Upon receipt of the acceptance of TRV's offer by the client by letter or e-mail, a contract is concluded with TRV and the client. However, if TRV's offer is expressly designated as "subject to confirmation" or "non-binding", a contract is only concluded when the client places an order by letter or e-mail based on TRV's "without obligation" or "non-binding" offer and the corresponding confirmation of acceptance by TRV.

1.2 TRV will provide the client with a confirmation of the contract after conclusion of the contract, but at the latest upon performance, in which the contract content including these conditions is reproduced on a permanent data medium (e.g., by letter or e-mail).

2. Right of revocation

2.1 Consumers have the following right of revocation:

Revocation instruction

Right of revocation

The client has the right to revoke a contract within fourteen days without giving reasons. The revocation period is fourteen days from the date of conclusion of the respective contract.

To exercise this right of revocation, the client must inform TRV:

TÜV Rheinland Vietnam

Floor 5, Anna Building, Quang Trung Software City, Tan Chanh Hiep Ward, District 12, Ho Chi Minh City, Vietnam

Tel: +84 28 3842 0600

by means of a clear declaration (e.g., a letter or e-mail) of the client's decision to revoke the contract. The client may use the attached model revocation form, it being understood that the use of this form is not mandatory.

In order to comply with the revocation period, it is sufficient that the client sends the notice of the exercise of the revocation right before the expiry of the revocation period.

Consequences of the revocation

If the client revokes this contract, we will refund all payments we have received from the client, including delivery costs (except for the additional costs resulting from the client choosing a delivery method other than the cheapest standard delivery offered by TRV), immediately and at the latest within 14 days from the day TRV receives notice of cancellation. TRV will use the same means of payment for the refund as the client used for the original transaction, unless expressly agreed otherwise with the client; in no event will the client be charged any fees for this refund.

If the client has requested that the Services commence during the cancellation period, the client shall pay to TRV an appropriate amount corresponding to the proportion of the Services already provided by TRV at the time the client notifies TRV of the exercise of the right of revocation under this contract compared to the total scope of the Services provided for in the contract.

Model revocation form

(If the client wants to cancel the contract, please fill out this form and send it back.)

- To: TÜV Rheinland Vietnam Co., Ltd

Floor 5, Anna Building, Quang Trung Software City, Tan Chanh Hiep Ward, District 12, Ho Chi Minh City, Vietnam

Tel: +84 28 3842 0600

- I/We (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/ the provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only if communicated on paper)

- Date

2.2 The client will lose its right of revocation for Service contracts if TRV has completed the agreed Services during the revocation period, provided that TRV started providing the Services after the consumer has given its express consent and has confirmed its knowledge that it will lose its right of revocation upon complete fulfilment of the contract by TRV. In the case of a contract concluded off site of the premises, the consumer's consent must be transmitted on a durable medium.

3. Prices

The lump-sum fixed prices or fees specified in the TRV offer are gross prices including legal value-added tax. The price includes value-added tax.

4. Defects

Clauses 11.2 - 11.5 of the General Terms and Conditions do not apply to consumers.

5. Export control

Clause 13 of the General Terms and Conditions does not apply to consumers.

6. Term

6.1 The term of a contract shall not exceed two (2) years.

6.2 Notwithstanding Clause 2.2 sentence 2 of the GTC, an agreed term shall be extended by a maximum of one year if the contract is not terminated in writing by one of the contracting Parties three (3) months before expiry of the term provided for in the offer or contract.