eurofins | Sac Ky Hai Dang

GENERAL TERMS & CONDITIONS OF SERVICES SUPPLY (V.2026.10)

(Effective from 01 November 2026)

1. Area of Application

1.1. These general terms and conditions of Services Supply (the "Terms and Conditions") govern the contractual relationships between:

(a) **Eurofins Sac Ky Hai Dang Company Limited** duly incorporated and validly existing under the Enterprise Registration Certificate No. 0311526885, having its registered office at Lot E2b-3, Road D6, Hi-Tech Park, Tang Nhon Phu Ward, Ho Chi Minh City (hereinafter referred to as "**ES**"); and

(b) its Customer(s) (hereinafter referred to as the "**Customer**").

1.2 All Orders accepted by ES will be governed by these General Terms and Conditions of Services Supply (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with ES is accepted by ES. An order placed with ES is considered as accepted by ES when (a) ES proceeds to fulfil that order, without need for any written confirmation from ES or (b) ES accepts the order in writing.

1.3 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the General Director of ES), employee, agent or subcontractor of ES has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ES, unless it is in writing and signed by the General Director of ES.

2. Placement of Order

2.1 A Customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the Customer or by using ES's approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The Customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the Customer sends samples to ES quoting the Customer reference. ES is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the General Director of ES, any terms proposed or submitted by a Customer at any time (including, but not limited to, terms or provisions in the Customer's order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate contract between ES and the Customer.

2.3 ES is entitled to charge management and administrative fees of up to a Vietnamese dong amount equivalent to 600,000 VND (Six Hundred Thousand VND) in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

2.4 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the Customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, ES's prices applied for "ex works", excluding packaging, will be charged separately. Any additional cost or disbursement (e.g. incurred by ES in connection with the order) must be paid by the Customer.

3.2 Any Analysis service will have to be paid in total, unless it has been cancelled or modified by the Customer before the collection of the samples.

3.3 Prices are exclusive of all applicable taxes (including VAT) and are based on tariffs in force at the day of the remittance of the request for payment to the Customer. Applicable taxes are those in force at the date of invoicing.

3.4 Unless specifically agreed otherwise by ES in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a Customer to defer the payment. Any invoice which remains outstanding after the due date, shall be additionally charged with an penalty of a Vietnamese dong amount equivalent to 1,800,000 VND (One Million Eight Hundred Thousand VND), but will not be more than 8% of the unpaid amount, and carry an interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.5 The invoice payment shall be conducted through bank transfer or direct debit or in cash. Any other form of payment must be received prior consent in writing of ES. The Customer undertakes to provide bank account details to ES.

3.6 ES is entitled to require the Customer to make the payment of up to 100% of the quoted order price as a condition of acceptance to provide services.

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ES is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The Customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the Customer or are degraded – ES shall be entitled to terminate or interrupt the order and the Customer shall bear costs incurred by ES to that point.

4.2 The Customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or in otherwise to ES's premises, instruments, personnel or representatives. It is the Customer's responsibility to comply with hazardous waste regulations, including regarding information, transportation and disposal, and to inform ES's personnel or representatives about the sample health and safety situation, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to ES's premises, instruments, personnel and representatives related to the contamination. The Customer shall be responsible for, and indemnifies ES against all costs, damages, liabilities and injuries that may be caused to or incurred by ES or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the Customer's sample or by sampling site conditions. The Customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At ES's request, the Customer must provide ES with the exact composition of the samples.

4.3 Unless otherwise agreed by the parties in the specific order, customer hereby warrants that samples are taken, handled and shipped in accordance with customer's sampling rules, and further warrants that project design including sampling rules has been duly developed taking into consideration the data quality objectives

of the project scope. The customer acknowledges that the service provided is subject to detection limits, confidence intervals and other characteristics inherent in the used methodology, and confirms that such services' characteristics have been duly considered in the study design.

5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of ES to the extent necessary for the performance of the order. Unless the Customer pays for the storage, ES shall have no obligation or liability for samples sent to ES for storage, including samples requiring refrigeration. If the Customer pays for the storage, ES will take commercially reasonable steps to store the samples according to professional practice.

5.2 ES can dispose of or destroy samples immediately after the analysis has been performed, unless ES and the Customer have agreed in writing on the terms of ES's responsibility to retain the sample(s). ES also can dispose of or destroy the samples after the agreed retention period, without further notice and at Customer's cost for the extra cost arised for ES to comply with any regulation (for example, with respect to disposal of hazardous waste). If the Customer requests the return of unneeded sample material, ES will return them to the Customer at the Customer's cost and risk.

6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ES. Nevertheless, ES shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Analysis Results are generally given directly or sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the Customer in the order, promptly after the analysis is completed.

7. Transfer of Property

7.1 Title in any Analysis Results, products, equipment, software or similar supplied by ES to the Customer will remain with ES until all invoices in respect thereof have been paid by the Customer in full, and until such full payment, the Customer shall have no property rights or other rights to use them. In addition, even if ES has accepted and begun to fulfil an order, ES has the right at any time stop processing that order and to stop doing any work for a Customer if that Customer is late in paying any amount due to ES, whether for that or any other order.

7.2 Even after payment in full by the Customer, ES shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the Customer.

8. Limited Warranties and Responsibilities

8.1 Orders shall be handled in the conditions available to ES in accordance with the current state of technology and methods developed and generally applied by ES and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but ES cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the Customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by ES if the Customer wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by ES. If ES has not expressly been mandated and paid by the Customer for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the Customer has not followed ES's recommendations, ES shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The Customer is responsible for the proper delivery of samples sent to ES for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by ES, ES accepts no

responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The Customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of ES. ES will use commercially reasonable care in handling and storing samples, but ES shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The Customer warrants and represents to ES that all samples sent to ES for analysis are safe and in a stable condition and undertakes to indemnify ES for any losses, injuries, claims and costs which ES, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the Customer may have given an indication on the sample or any order form of any perceived problem with the sample. The Customer must always inform ES in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the Customer and ES. There shall be no third party beneficiary or collateral warranty relating to any order and the Customer shall indemnify and hold ES harmless from and against any and all third party claims in any way relating to the Customer or to the order by the Customer.

9. Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law:

(a) ES (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ES's partners and affiliates, hereinafter referred to as the "ES Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ES Indemnifying Party's wilful misconduct in connection with the performance of an order and then, only if ES has received written notice thereof not later than six (6) months after the date of the Customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and

(b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ES Indemnifying Parties' liability per claim or series of related claims, and the Customer's exclusive remedy, with respect to ES' services which fall under these Terms and Conditions, shall be limited to the lesser of:

(i) the direct and immediate loss or damage caused by the ES Indemnifying Party's wilful misconduct in connection with the performance of the order and
(ii) ten times the amount ES actually received from the Customer in relation to the order up to a Vietnamese dong amount equivalent to 350,000,000 VND (Three Hundred Fifty Million VND).

9.2 The ES Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the Customer or by any third party.

9.3 It is a condition of ES's acceptance of an order that the Customer indemnifies the ES Indemnifying Parties for any losses, injuries, claims and costs which the ES Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ES Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the Customer agrees to provide that indemnification.

10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the Customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the Customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if ES has a sufficient amount of the original sample on hand when it receives the Customer's

objection. Otherwise the Customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

11. Force Majeure

ES cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen, or beyond ES' reasonable control, or which result from compliance with governmental requests, laws and regulations.

12. Confidentiality & Processing of Customer Data

12.1 ES shall be entitled to save and process personal or commercial data received from the Customer in any way, no matter whether such data stem from the Customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 ES shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ES's rights set forth in Clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 The Customer shall not, without the prior written consent of ES:

(i) publicly disclose, publish or exploit the analysis results, in whole or in part, including by posting or sharing them on websites, social networks (such as Facebook, TikTok, Zalo or YouTube), e-commerce platforms, livestreams, mass media, product labels or packaging, except where such public disclosure is mandatory under applicable law;

(ii) use the name, logo or trademarks of ES or the Eurofins group, or any accreditation mark, in advertising or promotional materials.

12.4 Analysis results are prepared and supplied exclusively for the use of the Customer and shall not be disclosed to any third party without the prior written consent of ES, except as provided in Article 12.5. The Customer shall keep confidential ES's quotations, prices, methods and know-how, as well as the composition of products and software delivered by ES. Where ES consents to a disclosure under Article 12.3 or this Article 12.4, the Customer (a) remains responsible for any consequences of such disclosure and of any reliance by the recipient on the analysis results, and (b) shall indemnify the ES Indemnifying Parties against any liability they may incur as a result of such disclosure or reliance, except to the extent such liability results from the wilful misconduct of the ES Indemnifying Parties.

12.5 Article 12.4 shall not apply to the disclosure, on a non-public basis, of complete and unaltered analysis reports:

(i) to competent State authorities, at their request or for the purpose of administrative procedures under applicable law, or where disclosure is required by applicable law or by a competent court or arbitral tribunal;

(ii) to certification, inspection and accreditation bodies;

(iii) to the Customer's affiliates, auditors, insurers and professional advisors; and

(iv) on a non-public basis, to the Customer's direct customers and distributors in relation to the products tested.

In all cases, the Customer shall not present the analysis results as a warranty, certification or endorsement by ES of any product or batch, and shall not remove or obscure any disclaimer contained in the analysis reports. The Customer shall indemnify the ES Indemnifying Parties against any claim arising from a breach of Articles 12.3 to 12.5.

13. Economic and Trade Sanctions

13.1 The Customer warrants that for the Contract, in relation to any economic and trade Sanctions imposed by the United Nations, the European Union, the United States of America or any other country, that

- it is not the target of any Economic Sanctions;
- to the best of its knowledge, it is not controlled or beneficially owned by any person subject to Economic Sanctions;
- it shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (i) directly or indirectly export, re-export, transship or otherwise deliver the services or any portion of the services in violation of any Economic Sanctions Law, or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law;
- it is not engaged in any proceedings or subject to any investigations from authorities for the alleged breach of any Economic Sanctions Law.

13.2 The Customer shall indemnify ES against any losses, liabilities, damages, fines, costs (including but not limited to legal fees) and expenses incurred by, or awarded against Customer or its affiliates or representatives as a result of any breach of clause 13.1 by the Customer.

13.3 Without affecting any other right or remedy available to it, ES may terminate this contract with immediate effect by giving written notice to the Customer if the Customer commits a breach of clause 13.1, and the Customer shall not be entitled to claim compensation or any further remuneration.

For the purpose of this clause:

- Economic Sanctions means any economic Sanctions, restrictive measures or trade embargoes adopted by the UN Security Council, the European Union, the United States of America or any other sovereign government.
- Economic Sanctions Law means any law, regulation or decision enacting Economic Sanctions.

14. Disclaimer and Miscellaneous

14.1 **ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.**

14.2 These Terms and Conditions may be modified in writing from time to time by ES and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ES accepts the order.

14.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

14.4 Failure by either ES or the Customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

15. Governing Law/ Jurisdiction

15.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws. of Vietnam.

15.2 Disputes between ES and the Customer shall be settled on the basis of negotiation, and if within 30 days the parties cannot negotiate, the dispute shall be resolved in a competent court of Vietnam.