

Test Report No. VNT/H/22/001150

Dated: Nov. 21, 2022



Vietnam

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Applicant : **SEGIS VIET NAM CO., LTD**
Address : Lot 34, 6th Street, Tam Phuoc Industrial Zone,
Dong Nai Province. - 76100
Attention : Le Quang Minh
Received Date : Oct. 10, 2022
Test Period : From Oct. 10, 2022 to Nov. 21, 2022
Sample Description : SAMU Table Base 4 Spokes H73 with Top 79*79 (cm)
Phase/Stage of Production : Production
Manufacturer : Segis Viet Nam
Model/Style# : SAMU Collection
Item# : /
SKN/SKU# : /
Date of Production : Jul/22/2022
Buyer : /
Agent : /
P.O.# : /
Color : /
Wood Type or specie/ Material : /
Quantity of sample(s) submitted : /
Fiber content : /
Country Of Origin : VIET NAM
Country Of Destination : /

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Disclaimer Measurement Uncertainty:

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

Laboratory: TÜV SÜD Vietnam Co. Ltd.
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Result summary/ conclusion:

Test parameter(s)	Conclusion
BS EN 15372:2016 Furniture-Strength, Durability and Safety Requirements for Non-Domestic Tables (Level 2) (Excluded Clause 6)	Pass/ See Result(s)

Note(s):

- The submitted sample(s) is Not Drawn by the Laboratory.
- This testing result is only valid on the tested sample.

Customer inquiries, please contact:

Mai Pham, Tel: +84 28 6267 8507, Ext: 123; email: thanh-mai.pham@tuvsud.com

TÜV SÜD Vietnam

TÜV SÜD Group

Checked by

Approved by

A blue ink signature, likely belonging to Tran Thi Lien, written over the 'Checked by' line.

A blue ink signature, likely belonging to Pham Thi Thanh Mai, written over the 'Approved by' line.

Pham Thi Thanh Mai
Senior Executive - Customer Service

Tran Thi Lien
Hardlines Lab Manager

PHYSICAL CHARACTERISTICS:

Overall Dimension:	
Depth x Width x Height (mm)	790 x 790 x 740
Net Weight (kg)	16.8

TEST RESULT(S):

DIN EN 15372:2016

BS EN 15372:2016 Furniture-Strength, Durability and Safety Requirements for Non-Domestic Tables (Level 2)

Clause	Description	Result	Comments
5 Safety, Stability, strength, and durability requirements			
5.1 General requirements	<p>The table shall be designed so as to minimize the risk of injury to the user.</p> <p>All parts of the table with which the user comes into contact during intended use, shall be designed so that physical injury and damage are avoided.</p> <p>This requirement is met when:</p> <p>a) edges of table tops which are directly in contact with the user are rounded or chamfered;</p> <p>b) all other edges accessible during intended use are free from burrs and/or sharp edges;</p> <p>c) ends of hollow components with a diameter greater than 7 mm and less than 12 mm where the accessible depth is greater than 10 mm, are closed or capped.</p> <p>Movable and adjustable parts shall be designed so that injuries and inadvertent operation are avoided.</p> <p>It shall not be possible for any load bearing part of the table to come loose unintentionally.</p> <p>All parts which are lubricated to assist sliding shall be designed to protect users from lubricant stains when in normal use</p>	P	--
5.2 Shear and squeeze points			
5.2.1 Shear and squeeze points when setting up and folding	<p>Unless 5.2.2 or 5.2.3 are applicable, shear and squeeze points that are created only during setting up and folding, including the installation of extensions to the main table surface are acceptable, because the user can be assumed to be in control of his/her movements and to be able to cease applying the force immediately upon experiencing pain.</p>	NA	--
	The edges of parts moving relative to each other and creating shear and squeeze points shall be as specified in 5.1.	NA	--
5.2.2 Shear and squeeze points under the influence of powered mechanisms	<p>There shall be no shear and squeeze points created by parts of the table operated by powered mechanisms.</p> <p>i.e. springs, gas lifts and motorized systems.</p>	NA	--

5.2.3 Shear and squeeze points during use	There shall be no shear and squeeze points created by forces applied during normal use. The loads used for durability tests within Table 2 are considered representative of normal use. There shall be no shear and squeeze points if a hazard is created by the user during normal movements and actions.	P	--								
5.3 Stability											
5.3.1 Stability under vertical load											
5.3.1.2 For tables that are or can be set to a height ≤ 950 mm	The table shall be set to the height most likely to overturn the table, but not more than 950 mm. The table shall not overturn when tested according to EN 1730:2012, 7.2.2, using the forces specified within Table 2.	P	F = 200 N								
5.3.1.3 For tables that are or can be set to a height > 950 mm	The table shall be set to the height most likely to cause overturning, but not less than 950 mm. The table shall not overturn when tested according to EN 1730:2012, 7.2.3, using 50 % of the forces specified within Table 2.	NA									
5.3.2 Stability for tables with extension elements	Load each extension element with the load specified in Table 1. The table shall not overturn when tested according to EN 1730:2012, 7.3, using the forces specified within Table 2. <table><tr><th colspan="2">Table 1 — Loads in extension elements</th></tr><tr><th>Component</th><th>Load</th></tr><tr><td>Extension elements designed for suspended filing only</td><td>4,0 kg/dm</td></tr><tr><td>Other extension elements</td><td>0,5 kg/dm³</td></tr></table>	Table 1 — Loads in extension elements		Component	Load	Extension elements designed for suspended filing only	4,0 kg/dm	Other extension elements	0,5 kg/dm ³	NA	--
Table 1 — Loads in extension elements											
Component	Load										
Extension elements designed for suspended filing only	4,0 kg/dm										
Other extension elements	0,5 kg/dm ³										
5.4 Strength and durability											
Horizontal static load test EN 1730:2012 6.2	Position the table on test surface, in its normal position of use without extending, or inserting, ancillary surfaces. Restrain the base of the table by stops placed in all directions at the opposite end to that at which the horizontal test force is first to be applied. Apply the mass of 50 kg to an area of (300 ± 50) mm diameter to the approximate center of the table top. Apply the horizontal force of 400 N by means of the loading pad at the table top level in the direction perpendicular to a lone joining the two legs/ supports, midway between the legs/supports for 10 times. Repeat above operation for the opposite direction. Check the table for any damage.	P	--								
EN 1730:2012, 6.3 Vertical static load test											
Vertical static load on main surface	Apply the vertical downward force of 1250 N using the loading pad anywhere on the top that is likely to cause a failure, but not less than 100 mm from any edge for 10 cycles. If deflection measurements are required, maintain the last load for up to 30 min in order to measure the maximum deflection, d.	P	--								

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EN 1730:2012 6.3.1	Check the table for any damage. Note: If the table tends to overturn gradually, move the loading point towards the centre of the table until this tendency ceases. If there are several such positions, carry out the test at a maximum of four different positions.		
Additional vertical static load test where the main surface has a length > 1600mm EN 1730:2012 6.3.2	Apply two vertical downward forces of _____ N simultaneously using the loading pad at points positioned on the longitudinal axis of the table top, 400mm on either side of the transversal axis. Check the table for any damage.	NA	--
Vertical static load on ancillary surface EN 1730:2012 6.3.3	Apply a vertical downward force of _____ N using the loading pad anywhere on the ancillary surface that is likely to cause failure, but not less than 100 mm from any edge. If deflection measurements are required, maintain the last load for up to 30 min in order to measure the maximum deflection, d. Check the table for any damage. Note: If the article tends to overturn, load the main table top gradually to prevent overturning. If there are several such positions repeat the test at a maximum of two different positions.	NA	--
Horizontal durability test EN 1730:2012 6.4.1 & 6.4.2	Position the table on test surface, in its normal position of use. Restrain the base of the table by placing stops around each leg/ base (in all directions). Place the mass of 50 kg on the table top on an area of (300 ± 50) mm, at the point most likely to prevent the table lifting off the floor. Apply two alternating horizontal force of 300 N at the table top level by means of loading pads, one at one end of the table 50mm from one corner/edge, and one at the opposite end/ edge. Repeat the procedure at the other corner positions, c and d. Carry out the test for the number of: <input type="checkbox"/> One stage (a, c, b, d): _____ cycles. <input checked="" type="checkbox"/> Two stages (a, b): 15000 cycles followed by (c, d): 15000 cycles. Check the table for any damage.	P	--
Vertical durability test for cantilever or pedestal tables EN 1730:2012 6.5	Position the table on test surface, in its normal position of use. Apply the vertical force of 300 N by means of loading pad, on the table top at the most adverse position, 100 mm from the table top edge. Carry out the test for the number of 15000 cycles. Check the table for any damage. Note: If the article tends to lift, load the centre of the main table top with a mass sufficient to prevent overturning.	P	--
Vertical impact test	EN 1730:2012 Clause 6.6.1 & 6.6.2:	NA	--

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for tables with glass in their construction EN 1730:2012 6.6.1 & 6.6.2	For the vertical impact testing of tables, incorporating glass tops shall be tested in accordance with EN 14072:2003, clause 6. EN 14072:2003 Clause 6: Place the unit on the floor surface or on the wall surface. The impact points on glass surface shall be in the horizontal plan. If necessary, the unit shall be tilted. Allow the vertical impactor to fall freely from the height of _____ mm (measured from the position where the impactor is resting on the surface of that layer of foam) onto the foam surface at the following positions for 10 times. As close as possible to one point of support of the top but not less than 100 mm from any edge; 100 mm from the edge of the top as far away from the supports as possible; 100 mm from the edges at one corner. Check the table for any damage.		
Vertical impact test for tables without glass in their construction EN 1730:2012 6.6.1 & 6.6.3	Position the table on test surface, in its normal position of use. Allow the vertical impactor to fall freely from the height of 180 mm (measured from the position where the impactor is resting on the surface of that layer of foam) onto the foam surface (place a second layer of foam between the striking surface and the table top) at the following positions for 10 times. - As close as possible to one point of support of the top but not less than 100 mm from any edge; - 100 mm from the edge of the top as far away from the supports as possible; - 100 mm from the edges at one corner. Check the table for any damage.	P	--
Drop test for tables weighing more than 20 kg EN 1730:2012 Clause 6.9	Place the table on the test platform. Lift the table at one end so that feet/casters are in the horizontal plane. Allow it to fall freely from the height specified in the requirement document so that the feet or castors strike the floor. Check the table for any damage.	NA	--
Stability under Vertical Load EN 1730:2012 7.2	Tables with extension pieces shall be tested both in the extended and unextended configurations. A table extension added in the centre of the table shall be tested as the main surface. A part of the main surface in the unextended configuration can become an ancillary surface in the extended configuration. For tables that might not fulfil the stability requirements before carrying out any tests, the applicable stability tests shall be carried out before starting the sequence of tests specified in this table.	--	--
Test for tables that are or can be set to a height of 950 mm or less	Measure the longest dimension of the table top (L). Apply the specified vertical load (V), determined from table 2 at the position 50 mm from the outer edge of the table top on that side where the load is most likely to cause overturning as far away from the supports as possible.	P	L = 790 mm V = 200 N

EN 1730:2012 7.2.2	<p>Where there are multiple positions that may cause overturning the test should be repeated at each position.</p> <table><tr><th colspan="2">Table 2 — Determination of vertical load</th></tr><tr><th>Longest dimension, L, of the table top in the overturning direction</th><th>Vertical load V</th></tr><tr><td>0 mm - < 800 mm</td><td>V_1</td></tr><tr><td>800 mm – 1 600 mm</td><td>$V_2 - (V_2 - V_1) \times \frac{(1\,600 - L)}{800}$</td></tr><tr><td>> 1 600 mm</td><td>V_2</td></tr></table>	Table 2 — Determination of vertical load		Longest dimension, L, of the table top in the overturning direction	Vertical load V	0 mm - < 800 mm	V_1	800 mm – 1 600 mm	$V_2 - (V_2 - V_1) \times \frac{(1\,600 - L)}{800}$	> 1 600 mm	V_2		
Table 2 — Determination of vertical load													
Longest dimension, L, of the table top in the overturning direction	Vertical load V												
0 mm - < 800 mm	V_1												
800 mm – 1 600 mm	$V_2 - (V_2 - V_1) \times \frac{(1\,600 - L)}{800}$												
> 1 600 mm	V_2												
Test for tables that are or can be set to a height greater than 950mm EN 1730:2012 7.2.3	<p>The table shall be set to the height most likely to cause overturning, but not less than 950 mm.</p> <p>Apply the 50% specified vertical load (V), determined from table 2 at the position 50 mm from the outer edge of the table top on that side where the load is most likely to cause overturning as far away from the supports as possible.</p> <p>Where there are multiple positions that may cause overturning the test should be repeated at each position.</p>	NA	--										
Stability for tables with extension elements EN 1730:2012 7.3	<p>Load each extension element with the load specified.</p> <p>For tables with extension elements not fitted with interlocks, open all extension elements in the least favorable combination. For tables with extension elements fitted with interlocks, open the two extension elements with the largest loads without overriding the interlock. If an interlock device prevents any two of the extension elements from being opened simultaneously, open the extension element with the largest load.</p> <p>The table shall not overturn when the specified vertical force is applied at the centre of the front of the table, through a loading pad (5.4), 50 mm from the edge.</p>	NA	--										
6 Information for use													
Information for use	<p>Information for use shall be available in the language of the country in which it will be delivered to the end user. It shall contain at least the following details:</p> <p>Assembly instruction, where applicable,</p> <p>Instruction for the care and maintenance of the table.</p>	NR	--										

Note(s):

P = Pass

NT = Not Tested

F = Fail

NR = Not Requested

NA = Not Applicable

C = Conducted

Conclusion: The tested sample **PASSED** the test(s) of the standard for above tests only.

SAMPLE PHOTO(S)



Overall View



Front View



Back View



Left Side View



Right Side View



Top View



Bottom View

-- END OF TEST REPORT --

General Terms and Conditions of Business

of TÜV SÜD Vietnam Co., Ltd (hereinafter referred to as "TÜV SÜD")

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

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