

Test Report No. VNT/H/22/001748

Dated: Oct. 18, 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 : Sep. 29, 2022; confirmation date: Oct. 11, 2022
Test Period : From Sep. 29, 2022 to Oct. 18, 2022
Sample Description : TOBE Stacking chair 4 legged base with armrest
(S0160 B)
Phase/Stage of Production : Production
Manufacturer : Segis Viet Nam
Model/Style# : TO-BE Collection
Item# : /
SKN/SKU# : /
Date of Production : Sep/27/2022
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
EN 16139:2013 / AC: 2013 – Furniture - Strength, durability, and safety - Requirements for non-domestic seating (Level 2) (Excluded Clause 7)	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.
- The conclusion of EN 16139:2013/ AC:2013 test excluded some tests “N/C” as client’s request.

Customer inquiries, please contact:

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TÜV SÜD Vietnam
TÜV SÜD Group

Checked by

Approved by



Pham Thi Thanh Mai
Senior Executive - Customer Service



Tran Thi Lien
Hardlines Lab Manager

PHYSICAL CHARACTERISTICS:

Overall Dimension:			
Depth x Width x Height (mm)	565 x 640 x 820	Seat height (mm)	435
Net Weight (kg)	7.0	Backrest (mm)	380

TEST RESULT(S):

EN 16139:2013 / AC: 2013 – Furniture - Strength, durability, and safety - Requirements for non-domestic seating (Level 2)			
Clause	Description	Result	Comments
4.1	General requirements	Pass	--
4.2	Shear and squeeze points	--	--
4.2.1	Shear and squeeze points when setting up and folding	Not Applicable	--
4.2.2	Shear and squeeze points under the influence of powered mechanisms	Not Applicable	--
4.3	Stability	--	--
4.3.1	General	Pass	--
4.3.2	Swiveling chairs	Not Applicable	--
4.3.3	Non-Swiveling chairs	Pass	See details as RESULTS 2
4.4	Rolling resistance of the unloaded chair	Not Applicable	--
4.5	Safety of the construction	Pass	See details as RESULTS 1
5.	Safety, strength and durability requirements	Pass	See details as RESULTS 1
6.	Test methods	Pass	See details as RESULTS 1
7.	Information for use	Not Conducted	--

RESULTS 1:

Clause	Description	Result	Comments
BS EN 1728:2012, 6.4	Seat static load and back static load test.	Pass	--
BS EN 1728:2012, 6.5	Seat front edge static load test.	Pass	--
BS EN 1728:2012, 6.6	Vertical static load on back	Pass	--
BS EN 1728:2012, 6.8	Foot rest static load	Not Applicable	--
BS EN 1728:2012, 6.9	Leg rest static load	Not Applicable	--
BS EN 1728:2012, 6.10	Arm rest sideways static load test	Pass	--
BSEN 1728:2012, 6.11	Arm rest downwards static load test	Pass	--
BS EN 1728:2012, 6.13	Vertical upwards static load on arm rests	Not Applicable	--
BS EN 1728:2012, 6.13.1	Seating which may be moved when occupied	Pass	--
BS EN 1728:2012, 6.13.2	Stacking seating	Not Applicable	--
BSEN 1728:2012, 6.17	Combine seat and back durability test	Pass	--
BSEN 1728:2012, 6.18	Seat front edge durability test	Pass	--
BSEN 1728:2012, 6.20	Arm rest durability test	Pass	--
BS EN 1728:2012, 6.21	Foot rest durability test	Not Applicable	--
BSEN 1728:2012, 6.15	Leg forward static load	Pass	--
BSEN 1728:2012, 6.16	Leg sideways static load	Pass	--
BSEN 1728:2012, 6.24	Seat impact test	Pass	--
BSEN 1728:2012, 6.25	Back impact test	Not Applicable	--
BS EN 1728:2012, 6.26	Arm impact test	Pass	--
BS EN 1728:2012, 6.27.1	Drop test (Multiple seating units)	Not Applicable	--

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BS EN 1728:2012, 6.27.2	Drop test (Stacking seating)	Not Applicable	--
BS EN 1728:2012, 6.27.3	Drop test from the height of a table	Not Applicable	--

Clause	Description	Result	Comments
BS EN 1728:2012, 6.14	Auxiliary writing surface static load test	Not Applicable	--
BS EN 1728:2012, 6.22	Auxiliary writing surface durability test	Not Applicable	--
BS EN 1728:2012, 6.28	Backward fall test	Pass	--



RESULTS 2:

BS EN 1022:2018			
Clause	Description	Result	Comments
7.3.1	<p>Forwards overbalancing, all seating.</p> <p>Position the seating on the floor surface with the front legs or base restrained by stops.</p> <p>Apply a force of 600 N (135 Lbs) vertically (for multiple sitting places to a maximum of 2 places) by means of the loading pad acting at those points 60 mm behind the front edge of the load bearing structure most likely to result in overturning.</p> <p>At each loaded position apply a force of 20 N (4.5 Lbs) for at least 5 s horizontally outwards along a horizontal line extended forward from the point where the base of the loading pad meets the upper surface of the seat.</p> <p>The seating shall not overturn during the test.</p>	Pass	--
7.3.2	Forwards overturning for seating with foot rest.	Not Applicable	--
7.3.3	<p>Corner stability test.</p> <p>A vertical downward load 300 N is applied to the point 60 mm from the edge of the load bearing structure of the seat by the stability loading pad.</p>	Not Applicable	--
7.3.4	<p>Sideways overbalancing, all seating without arm rests.</p> <p>A vertical downward load 600 N is applied to the side of the seat.</p> <p>A horizontal outwards force 20 N is applied.</p>	Not Applicable	--
7.3.5.2	<p>Sideways overbalancing, all seating with arm rests.</p> <p>A vertical downward load 350 N is applied to the side of the seat at the same distance from the backrest as the arm loads.</p> <p>Another vertical downward load 250 N is applied to one arm at the centreline of arm width/ 40mm inwards from the outer edge</p> <p>A horizontal outwards force 20 N is applied.</p>	Pass	--
7.3.5.3	Sideways overbalancing, all seating with raised side edges.	Not Applicable	--
7.3.6	<p>Rearwards overbalancing, all seating with back rests.</p> <p>Position the seating on the floor surface with the rear legs or base restrained by stops.</p> <p>All adjustable backs shall be set in their most upright position.</p> <p>Apply a vertical force of 600 N (135 Lbs) to the seat by means of the loading pad at the seat loading point (A) determined by the loading point template.</p> <p>Determine the distance (H) in millimeters between the loaded seat and the floor. For seating having a value of $H \geq 720\text{mm}$ uses a force F of 80 N.</p> <p>For seating having a value of $H < 720\text{ mm}$ calculate the force F, in Newton, required from the following formula:</p> <p style="text-align: center;">$F = 0, 2857 (1000-H).$</p>	<p>Pass</p> <p>Seat height: 430 mm F= 162 N</p>	--

BS EN 1022:2018			
Clause	Description	Result	Comments
	<p>Where:</p> <p>H is seat height in millimeters;</p> <p>F is horizontal rearward force in Newton.</p> <p>Apply the force F horizontally for at least 5s in a rearward direction to the back of the seating at the point (B) determined by the loading point template, or at the top edge of the back rest, whichever is the lower.</p> <p>When the seating has more than one sitting place, carry out the procedure on two most adverse sitting places simultaneously.</p> <p>The seating shall not overturn during the test.</p>		
7.4.2	Tilting Seating.	Not Applicable	--
7.4.3	Reclining seating with leg rest	Not Applicable	--
7.4.4	Reclining seating without leg rest	Not Applicable	--
7.4.5	Rearwards stability test for rocking chairs	Not Applicable	--

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