

Report Code AR-25-XW-020234-01



Sample No EFXW25061925-CG-01

Report Date 31-Jul-2025



QAI/CIA/TL/2025/0119

Sample Photo



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TEST REPORT

CUSTOMER PROVIDED INFORMATION		
APPLICANT	:	BLOOMINGVILLE A/S
CONTACT PERSON	:	-
ADDRESS	:	LENE HAUS VEJ 3-5 7430 IKAST DENMARK
SAMPLE DESCRIPTION	:	GAITH SALAD SERVERS, BRASS, BRASS (L28*W5 CM, SET 2)
Buyer Name	:	BLOOMINGVILLE A/S
Brand	:	-
Buying House	:	SPECIALITY MERCHANDISING SERVICE
Style No.	:	82068689
Applicable Style	:	82068381
Po No.	:	70038-01
Colour Name	:	GOLD
Service Level	:	REGULAR
End Use	:	FOOD SAFE
Country of Origin	:	INDIA
Country Of Destination	:	EUROPE

LABORATORY PROVIDED INFORMATION		
SAMPLE RECEIVING DATE	:	20-JUN-2025
TESTING PERIOD	:	20-JUN-2025 TO 31-JUL-2025 @
DELIVERY CONDITION	:	SAMPLE RECEIVED IN GOOD CONDITION
SAMPLE NOT DRAWN BY EUROFINS PRODUCT TESTING INDIA PVT. LTD.		

FOR AND ON BEHALF OF
Eurofins Product Testing India Pvt. Ltd



Sanjeev Singh

Assistant Manager – Technical



Pradeep Kumar

Manager RSL Softline Testing

Results obtained refer only to samples, products or material received in Laboratory, as described in point related to sample description, and tested in conditions shown in present report. Eurofins Products Testing Pvt. Ltd. Ensures that this job has been performed according to our Quality System and complying contract and legal conditions. If you happen to have any comments, please do it by sending email to sanjay_lha@xoin.eurofinsasia.com and referring to this report number. Reproduction of this document is only valid if it is done completely and under the written permission Eurofins Products Testing Pvt. Ltd.

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Conclusion:

Test Property	Pass	Fail	Remarks
OVERALL MIGRATION	X		
SENSORY	X		
SPECIFIC MIGRATION OF HEAVY METAL	X		
SPECIFIC MIGRATION OF HEAVY METALS (24 EDQM)	X		
SPECIFIC MIGRATION OF PRIMARY AROMATIC AMINE	X		
PHthalates	X		
POLYCYCLIC AROMATIC HYDROCARBON (PAH)	X		

Remark:

1. Testing has been performed as per applicant request.
2. Statement of conformity provided based on the client provided requirement and exclude Measurement Uncertainty Decision rule as vendor has not demanded the same through test request form, we received.
3. * represents non-Accredited parameters.
4. \$ represents subcontracted parameters.

@Additional Information received by 29th Jul.**Note:**

If there is question or concern regarding the above results, please contact the appropriate lab person below:

Suresh BiswalSuresh.Biswal@xoin.eurofinsasia.com**Component List**

Component No.	Component	Material	Color	Remark
A	GAITH SALAD SERVERS	-	GOLD	
A1	COATING	-	GOLD	

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Overall Migration - *

Test Requested:	With Reference to the commission regulation (EU) No. 10/2011 and its amendments (up to EU 2020/ 1245) Annex III and Annex V for selection of conditions and EN 1186-1: 2022 for selection of test methods
Test Method:	EN 1186-3: 2022 Aqueous food simulant by total immersion method.

Simulant used	Hrs/Min	Temperature	Sample A Result (mg/dm ²)			Permissible Limit (mg/dm ²)
			(1 st Mig.)	(2 nd Mig.)	(3 rd Mig.)	
10% Ethanol	2 Hrs	100°C	ND	ND	ND	<10
95% Ethanol	3.5 Hrs	60°C	ND	ND	ND	<10
Iso octane	1.5 Hrs	60°C	ND	ND	ND	<10

ND: Not Detected (Less than Detection Limit: 2 mg/dm²)

Sensory		
Test Method: DIN 10955: 2004 (Mineral water @ 100°C for 2hrs.)		
Test parameter	Rating	
A	Odour	Taste
Sensorial examination taste with Mineral water	0	0

Rating Scale Table

No perceptible odour or taste transfer	0
Odour and taste just perceptible (still difficult to define)	1
Moderate odour and taste transfer	2
Moderately strong odour and taste transfer	3
Strong odour and taste transfer	4

Note: Result Rating is given on the basis of average of six accessor or result.

Remark: **Complies**

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Specific Migration of Heavy Metal	
Test Method :	With reference to regulation (EU) 10/2011 for selection of test condition and EN 13130: 2004 for test preparation method: analysis was performed by ICP-OES.
Simulant used:	Dist. Water
Test condition:	100°C for 2 Hrs

Elements	LOQ mg/kg	Sample Result (mg/kg)			Requirement (mg/kg)
		A			
		1 st Mig.	2 nd Mig.	3 rd Mig.	
Barium	0.1	ND	ND	ND	1
Cobalt	0.05	ND	ND	ND	0.05
Copper	0.5	ND	ND	ND	5
Iron	4	ND	ND	ND	48
Lithium	0.1	ND	ND	ND	0.6
Manganese	0.1	ND	ND	ND	0.6
Zinc	3	ND	ND	ND	5
Aluminum	0.2	ND	ND	ND	1
Nickel	0.01	ND	ND	ND	0.02
Antimony	0.01	ND	ND	ND	0.04
Arsenic	0.01	ND	ND	ND	ND(<0.01)
Cadmium	0.002	ND	ND	ND	ND(<0.002)
Total chromium	0.01	ND	ND	ND	ND(<0.01)
Lead	0.01	ND	ND	ND	ND(<0.01)
Mercury	0.01	ND	ND	ND	ND(<0.01)
Europium	0.01	ND	ND	ND	0.05
Gadolinium	0.01	ND	ND	ND	0.05
Lanthanum	0.01	ND	ND	ND	0.05
Terbium	0.01	ND	ND	ND	0.05
Sum of Lanthanide Substances	0.01	ND	ND	ND	0.05

Note:

- (1) mg/kg = milligram per kilogram
- (2) MDL = Method Detection Limit
- (3) ND = Not Detected(<MDL)

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Specific Migration of Heavy Metals (24 EDQM)

Test Requested: Council of Europe Resolution CM/Res (2013)9 on
metals and alloys, used in food contact materials and articles.

Test Method: Samples were prepared at specific condition, Analysed by using ICP- MS.

Condition: Simulant: Artificial Tab Water, Temp.: 100°C, Time: 2 Hrs

S.No.	Test Parameter (Heavy Metals)	Minimum Detection limit (mg/kg)	Result (mg/kg) (A)					Req. (SRL) 3 rd Trial
			1 st Trial	2 nd Trial	Sum of 1 st & 2 nd Trial	Req. (SRL) Sum of 1 st & 2 nd Trial	3 rd Trial	
1	Silver (Ag)	0.025	ND	ND	ND	0.560	ND	0.080
2	Aluminium (Al)	0.050	ND	ND	ND	35	ND	5
3	Cobalt (Co)	0.010	ND	ND	ND	0.140	ND	0.020
4	Chromium (Cr)	0.025	ND	ND	ND	7.0	ND	1.0
5	Copper (Cu)	0.100	ND	ND	ND	28	ND	4
6	Iron (Fe)	0.100	ND	ND	ND	280	ND	40
7	Magnesium (Mg)	0.050	ND	ND	ND	---	ND	---
8	Manganese (Mn)	0.050	ND	ND	ND	3.85	ND	0.55
9	Molybdenum (Mo)	0.050	ND	ND	ND	0.840	ND	0.120
10	Nickel (Ni)	0.050	ND	ND	ND	0.980	ND	0.140
11	Tin (Sn)	0.100	ND	ND	ND	700	ND	100
12	Titanium (Ti)	0.050	ND	ND	ND	---	ND	---
13	Vanadium (V)	0.005	ND	ND	ND	0.070	ND	0.010
14	Zinc (Zn)	0.100	ND	ND	ND	35	ND	5
15	Arsenic (As)	0.001	ND	ND	ND	0.014	ND	0.002
16	Barium (Ba)	0.100	ND	ND	ND	8.4	ND	1.2
17	Beryllium (Be)	0.010	ND	ND	ND	0.070	ND	0.010
18	Cadmium (cd)	0.001	ND	ND	ND	0.035	ND	0.005
19	Mercury (Hg)	0.001	ND	ND	ND	0.021	ND	0.003
20	Lithium (Li)	0.001	ND	ND	ND	0.336	ND	0.048
21	Lead (Pb)	0.001	ND	ND	ND	0.070	ND	0.010
22	Antimony (Sb)	0.010	ND	ND	ND	0.280	ND	0.040
23	Thallium (Tl)	0.001	ND	ND	ND	0.007	ND	0.001
24	Zirconium (Zr)	0.2	ND	ND	ND	14.0	ND	2.0

ND: Not Detected (Less Than Detection limit)

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Specific Migration of Primary Aromatic Amines

Method: EN-13130-1:2004 (With food stuff – commission regulation (EU) No. 202/1245 and it's amendments.)

Simulant Used: Dist. Water

Test Condition: 100°C for 2 Hrs

S. No.	Name of Amines	Unit	Detection Limit (mg/kg)	Sample A Result (mg/kg)			Permissible Limit (mg/kg)
				1 st Mig.	2 nd Mig.	3 rd Mig	
1	o-Toluidine	mg/kg	<0.002	ND	ND	ND	0.002
2	2-Methoxyaniline (o-Anisidine)	mg/kg	<0.002	ND	ND	ND	0.002
3	p-Chloroaniline/4-Chloro-aniline	mg/kg	<0.002	ND	ND	ND	0.002
4	p-Cresidine	mg/kg	<0.002	ND	ND	ND	0.002
5	2,4,5-Trimethylaniline	mg/kg	<0.002	ND	ND	ND	0.002
6	4-Chloro-o-Toluidine	mg/kg	<0.002	ND	ND	ND	0.002
7	2,4-diaminoanisole	mg/kg	<0.002	ND	ND	ND	0.002
8	2-Naphthylamine	mg/kg	<0.002	ND	ND	ND	0.002
9	4-Aminobiphenyl	mg/kg	<0.002	ND	ND	ND	0.002
10	4,4'-Oxydianiline/4,4'-Diaminodiphenylether	mg/kg	<0.002	ND	ND	ND	0.002
11	Benzidine	mg/kg	<0.002	ND	ND	ND	0.002
12	2,4-Toluenediamine	mg/kg	<0.002	ND	ND	ND	0.002
13	3,3'-Dimethyl-4,4'-diaminodiphenylmethane	mg/kg	<0.002	ND	ND	ND	0.002
14	3,3'-Dimethylbenzidine	mg/kg	<0.002	ND	ND	ND	0.002
15	4,4'-Thiodianiline	mg/kg	<0.002	ND	ND	ND	0.002
16	3,3'-Dichlorobenzidine	mg/kg	<0.002	ND	ND	ND	0.002
17	4,4'-Methylene-bis-(2-Chloraniline)	mg/kg	<0.002	ND	ND	ND	0.002
18	3,3'-Dimethoxybenzidine	mg/kg	<0.002	ND	ND	ND	0.002
19	2,4 -Xylidine*	mg/kg	<0.002	ND	ND	ND	0.01
20	2,6 -Xylidine*	mg/kg	<0.002	ND	ND	ND	0.01
21	P-phenyl azoaniline (4-Aminoazobenzene)	mg/kg	<0.002	ND	ND	ND	0.002
22	4,4'-Diamino-diphenylmethane	mg/kg	<0.002	ND	ND	ND	0.002
23	Aniline*	mg/kg	<0.002	ND	ND	ND	0.01
24	1,3-phenylenediamine/m-phenylenediamine*	mg/kg	<0.002	ND	ND	ND	0.01
25	1,4-phenylenediamine/p-phenylenediamine*	mg/kg	<0.002	ND	ND	ND	0.01
26	2,6-Toluenediamine*	mg/kg	<0.002	ND	ND	ND	0.01
27	1,5-Diaminenaphthalene*	mg/kg	<0.002	ND	ND	ND	0.01
28	5-nitro-o-toluidine*	mg/kg	<0.002	ND	ND	ND	0.01
29	o-aminoazotoluene	mg/kg	<0.002	ND	ND	ND	0.002
	Sum of primary aromatic amines with	mg/kg	-	-	-	-	0.01

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PHTHALATES ISO 14389: 2022					
S. No.	Name of Analyte	CAS-NO.	Detection Limit (mg/kg)	Sample Result (mg/kg)	Requirement (mg/kg)
				A1	
1	Diisobutylphthalate	84-69-5	50	Not Detected	<1000
2	Di-n-butyl phthalate	84-74-2	50	Not Detected	
3	Bis-(2-methoxyethyl) phthalate	117-82-8	50	Not Detected	
4	Butyl Benzyl Phthalate	85-68-7	50	Not Detected	
5	Diisopentyl phthalate	605-50-5	50	Not Detected	
6	Di-n-pentyl phthalate	131-18-0	50	Not Detected	
7	Di-n-Hexyl Phthalate	84-75-3	50	Not Detected	
8	Di-iso Heptyl Phthalate	71888-89-6	50	Not Detected	
9	Bis(2-ethylhexyl) Phthalate	117-81-7	50	Not Detected	
10	Di-n-octyl phthalate	117-84-0	50	Not Detected	
11	Di-iso-nonyl Phthalate	68515-48-0 /28553-12-0	50	Not Detected	
12	Di-isodecyl Phthalate	26761-40-0	50	Not Detected	
13	N-pentyl-isopentyl phthalate	776297-69-9	50	Not Detected	
14	1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters	68515-42-4	50	Not Detected	
15	Dicyclohexyl Phthalate	84-61-7	50	Not Detected	
16	1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	84777-06-0	50	Not Detected	
17	1,2,-benzenedicarboxylic acid, dihexyl ester, branched and linear	68515-50-4	50	Not Detected	
18	1,2-benzenedicarboxylic acid, di-C6-10-alkyl esters; 1,2- benzenedicarboxylic acid, mixed decyl and hexyl and octyldiesters (with ≥ 0.3% of dihexyl phthalate)	68515-51-5 68648-93-1	50	Not Detected	
19	Dimethyl Phthalate	131-11-3	50	Not Detected	
20	Di-n-propyl phthalate	131-16-8	50	Not Detected	
21	Di ethyl phthalate	84-66-2	50	Not Detected	
22	Dinonyl phthalate	84-76-4	50	Not Detected	
23	Di-isooctyl phthalate	27554-26-3	50	Not Detected	
24	Di-iso-hexylphthalate	71850-09-04	50	Not Detected	
25	BIS(2-Ethyl hexyl) tetrabromo Phthalates	26040-51-7	50	Not Detected	

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Polycyclic Aromatic Hydrocarbon (PAH)

AFPS GS 2014:01 PAK

S. No.	Name of Analyte	CAS-NO.	Detection Limit (mg/kg)	Sample Result (mg/kg)	Client Requirement
				A1	
1	Benzo(a)anthracene, 1,2-benzanthracene	56-55-3	0.2	Not Detected	<0.2 mg/kg
2	Benzo(a)pyrene	50-32-8	0.2	Not Detected	<0.2 mg/kg
3	Benzo(b)fluoranthene	205-99-2	0.2	Not Detected	<0.2 mg/kg
4	Benzo(g,h,i)perylene, 1,12-Benzoperylene	191-24-2	0.2	Not Detected	<0.2 mg/kg
5	Benzo(k)fluoranthene	207-08-9	0.2	Not Detected	<0.2 mg/kg
6	Chrysene	218-01-9	0.2	Not Detected	<0.2 mg/kg
7	Dibenzo(a,h)anthracene, 1,2:5,6-Dibenzanthracene	53-70-3	0.2	Not Detected	<0.2 mg/kg
8	Ideno (1,2,3-c, d)pyrene	193-39-5	0.2	Not Detected	<0.2 mg/kg
9	Benzo(e)pyrene	192-97-2	0.2	Not Detected	<0.2 mg/kg
10	Benzo(j)fluoranthene	205-82-3	0.2	Not Detected	<0.2 mg/kg
11	Fluoranthene	206-44-0	0.2	Not Detected	-
12	Anthracene	120-12-7	0.2	Not Detected	-
13	Phenanthrene	85-01-8	0.2	Not Detected	-
14	Pyrene	129-00-0	0.2	Not Detected	-
Sum of the above 4 PAH compounds (S. No. 11 to 14)		-	-	Not Detected	<5 mg/kg (Sum of PAH)
15	Naphthalene	91-20-3	0.2	0.30 mg/kg	< 2.0 mg/kg
Sum of 15 PAHs		-	-	0.30 mg/kg	<5 mg/kg

*****End of Report*****

Eurofins Product Testing India Pvt Ltd

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General Terms & Conditions of Sale

1. Area of Application

1.1 All Orders accepted by "Eurofins Product Testing India Pvt. Ltd" or any of its subsidiaries or affiliates" (collectively, "ES") will be governed by these General Terms and Conditions of Sales (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.

1.2 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 Chief Executive Officer 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 Chief Executive Officer 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-approved sample Test request form 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 quoted the customer reference. ES is not obligated to start any 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 Chief Executive Officer 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 purchase 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 Rupees Five Hundred (Rs 500) 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' prices apply "ex works", excluding packaging, which is 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 Prices are exclusive of all applicable taxes (GST or Other taxes) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 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 test result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of Rupees Two Hundred (Rs.200) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.4 Invoices are subject to a minimum invoice charge of Rupees Five Hundred (Rs.500) ES has the right to charge an administrative fee of up to Rupees One Hundred (Rs 100) to re-issue an invoice.

3.5 The invoice settlement method is Cheque, bank transfer or direct debit. Any other method of payment must receive prior agreement from ES. The customer undertakes to provide bank account details.

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

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 otherwise to ES premises, instruments, personnel or representatives. It is the customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform ES personnel or representatives about sample health and safety concerns, 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 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' request, the customer must provide ES with the exact composition of the samples.

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 storage, ES shall have no obligation or liability for samples sent to ES for storage, including samples requiring refrigeration however ES retains the sample for three months. If the customer pays for further 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' retention of the sample. ES also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for ES arise 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 Results are generally sent by email and/or by 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 are 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 three 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 it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each testing report relates exclusively to the sample analysed by ES. If ES has not expressly been mandated and paid 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 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 partners and affiliates, the "ES Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ES Indemnifying Party's willful 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 willful misconduct in connection with the performance of the order and (ii) Invoice amount ES actually received from the customer in relation to the order subject to maximum of Rs.1 lac (Rupees One Lac)

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' 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' 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 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of ES. In addition, the customer is required to maintain secrecy concerning all services provided by ES and their results as well as the composition of products and software delivered by ES. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ES. Even if such written consent is given by ES, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ES Indemnified Parties against any liability which the ES Indemnified Parties may incur as a result of such divulgence or any such third-party reliance.

"12.4 When the laboratory is required by law, or authorized by contractual agreements to disclose confidential information, is the client or individual in question, unless prohibited by law, notified of the information provided."

13. Disclaimer and Miscellaneous

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY 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 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.

13.2 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.

13.3 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.

13.4 A 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.

14. Governing Law/ Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of Bangalore Jurisdiction, Karnataka State, India in which the registered office of the ES company which accepted the order in question is located (including in cases involving multiple counsels for the defence or third-party respondents), which shall have exclusive jurisdiction.