

Report Code AR-20-XW-010010-01



Sample No 379-2020-08000427

Report Date 22.08.2020



427



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Sample No 379-2020-08000427

P.P.H.U. Berotex Jaroslaw Majtczak - Lodz  
Zygmunta 56, 93-331-Lodz  
93-331 Lodz  
POLAND

Attn. To

Mr. Sebastian Majtczak

## Test Report

<b>SAMPLING:</b>	SAMPLE NOT DRAWN BY EUROFINS PRODUCT TESTING INDIA PVT. LTD.	<b>RECEIVED ON:</b>	14.08.2020
<b>SAMPLE DESCRIPTION:</b>	MEDICAL CLOTHING (BERMED SMS 40 GSM BLUE) P.P.H.U BEROTEX	<b>TESTING PERIOD:</b>	14.08.2020-22.08.2020
<b>BUYER NAME:</b>		<b>BUYING HOUSE:</b>	P.P.H.U. BEROTEX
<b>BRAND:</b>	BERMED	<b>COLOUR NAME:</b>	BLUE
<b>FIBER CONTENT:</b>	-	<b>ARTICLE NO.:</b>	-
<b>PO NO.:</b>	-	<b>SEASON:</b>	-
<b>SUPPLIER NAME:</b>	-	<b>COUNTRY OF ORIGIN:</b>	POLAND
<b>END USE:</b>	CLOTHING	<b>DELIVERY CONDITION:</b>	SAMPLE RECEIVED IN GOOD CONDITION
<b>COUNTRY OF DSTN.:</b>	POLAND		

CARE INSTRUCTION LABEL

For and on behalf of  
Eurofins Product Testing India Pvt. Ltd



Mr Soumitri Meher  
Technical Executive

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 [narendararya@eurofins.com](mailto:narendararya@eurofins.com) and referring to this report number.

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**CONCLUSION:**

TEST PROPERTY	PASS	FAIL	REMARKS
<b>BREATHABILITY - DIFFERENTIAL PRESSURE*</b>			
CUST 01	X		
<b>BACTERIAL FILTRATION EFFICIENCY (BFE)*</b>			
CUST 01	X		

Remark: Testing has been performed as per applicant request

**COMPONENT LIST :**

COMPONENT ID	COMPONENT NAME	MATERIAL DESCRIPTION	COLOR	REMARKS
CUST 01	CLOTHING FABRIC	-	BLUE	

**Note:**

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

**Amit Saluja**

amitsaluja@eurofins.com

Or

**Narender Arya**

General Manager (India Business)

narenderarya@eurofins.com

*The testing lab overall rating is provided to client as an aid in reviewing report data. The rating is based on lab results. Final product acceptance or rejection is per client only. Testing of vendor's merchandise by client is not a substitute for vendor's own testing and other quality assurance related obligations in connection with its sale of merchandise to client. Client testing shall not limit client's rights, or diminish or remove any of vendor's responsibilities.*





TEST PROPERTY	RESULT	UNIT	REQUIREMENT
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**BREATHABILITY - DIFFERENTIAL PRESSURE\***

IS: 16289:2014

Flow rate: 8 Lit/min

 Specimen area :4.9 cm<sup>2</sup>
**CUST 01**

SPECIMEN	Pressure (Pa)	Differential Pressure (Pa/cm <sup>2</sup> )	Average (Pa/cm <sup>2</sup> )	Requirement (Pa/cm <sup>2</sup> )
SAMPLE 1	90	18.37	18.37	Class 1 - 29.4 Max Class 2 - 29.4 Max Class 3 - 49.0 Max
SAMPLE 2	88	17.96		
SAMPLE 3	92	18.78		
SAMPLE 4	84	17.14		
SAMPLE 5	96	19.59		

**BACTERIAL FILTRATION EFFICIENCY (BFE)\***

ASTM F 2101:2019

**CUST 01**

INOCULUM SIZE

 staphylococcus aureus  
 usatcc6538 (5 x 10<sup>8</sup> Scfu/ml)

MEDIUM USED

Tryptic soya agar

FLOW RATE OF AEROSOL

28.3 L/Minute

SAMPLE EXPOSURE SIDE

MEAN PARTICLE SIZE OF CHALLENGE AEROSOL

2.8

AVERAGE PLATE COUNT OF POSITIVE CONTROLS

2100

AVERAGE PLATE COUNT OF NEGATIVE CONTROLS

0

BACTERIAL FILTRATION EFFICIENCY AVG. %

60.5

SAMPLE 1

60.4

SAMPLE 2

59.6

SAMPLE 3

61.2

SAMPLE 4

60.8

SAMPLE 5

60.3

\*Note: - Above tests has been subcontracted with Eurofins approved lab.

\*\*\*\*\* END OF REPORT \*\*\*\*\*





**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 ("Eurofins", "ETI") will be governed by these General Terms and Conditions of Sale (the "Terms and Conditions"), including orders placed by customers which have not been confirmed in writing and orders made by delivery of samples. If contract with these Terms and Conditions comes into being when an order that has been placed with ETI is accepted by ETI. An order placed with ETI is considered as accepted by customer (with) provided that it has not been cancelled, withdrawn or rejected in writing or by electronic means (by email or by fax) within the order's validity period.
  - 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, have precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Chief Executive Officer of ETI), employee, agent or representative of ETI has the authority to alter or modify any of these Terms and Conditions or to make any representation which conflicts with or purports to vary any of these Terms and Conditions; and no such officer, holder or representative shall be binding upon ETI, unless it is in writing and signed by the Chief Executive Officer of ETI.
- 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 means or in letterhead of the customer or by using ETI approved sample 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, quantity, turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm its written order given by telephone immediately after they are made and will be deemed to have placed an order if the customer checks the price by e-mailing the customer reference. It is not obligated to start any services until 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 ETI, 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, invoice, 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 ETI will be treated as a separate contract between ETI and the customer.
  - 2.3 It is intended to change and improve and give instructions from up to 7 days prior to the start of the work. Any changes or amendments to the original order for additional services or testing order. A request for additional services or complex that has returned the laboratory will be treated as a new order and may postpone turnaround delivery date accordingly.
  - 2.4 Any testing service or use of the laboratory must be paid in full, unless it has been cancelled or credited by the customer at least forty eight hours. (H) It is reserved for collection services, early collection from in case for sampling services and one (1) week in advance for testing services.
- 3. Price and Terms of Payment**
  - 3.1 If the acknowledgment of an order states that alternative, net prices apply, "no work" including packaging, which is charged separately, any additional cost or disbursement (e.g. incurred by us in connection with this order) must be paid by the customer.
  - 3.2 Prices are exclusive of all applicable taxes, GST or Other taxes (and to be added on a bill) in force at the time of the validity of the offer to the customer. Applicable taxes are those in force at the date of invoicing.
  - 3.3 Unless specifically agreed otherwise by ETI in its acceptance of an invoice, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoice must be raised within 10 days of the invoice date. The challenge of an invoice must will not entitle a customer to delay payment. Any invoice which remains outstanding after the date, may be additionally charged with an administrative penalty of INR 10000 (two thousand) per month 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 valid to a maximum invoice charge of INR 250 Lakhs. ETI has the right to charge an administrative fee of up to INR 200 Lakhs to recover an invoice.
  - 3.5 The invoice settlement method is cheque, bank transfer or direct debit. Any other method of payment must comply with agreement with ETI. The customer undertakes to provide bank account details.
  - 3.6 ETI is entitled to accept payment of up to 100% of the quoted order price as a condition of service.
- 4. Duties of Customer in Delivering Samples or Materials**
  - 4.1 The customer is in various ways to ensure that: takes the preparation of reports/analyses in the production of ordered products pass the relevant authority; so is entitled to conduct an initial verification of the samples or materials to check their condition before processing the samples, drawing up a report or starting their production. The customer shall bear the costs of the 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 this is explicitly undertaken, for example, because the samples or materials have been introduced with foreign materials or substances that were not reported to the customer or as disposed. ETI shall be entitled to terminate the order and the customer shall bear costs incurred by ETI in that case.
  - 4.2 The customer must ensure, and hereby guarantees, that for sample preservation, including the storage, during the delivery, in the laboratory or otherwise to its premises, and delivery, personal or representative, it is the customer's responsibility to ensure compliance with hazardous waste regulations, including handling information, transportation and disposal and to ensure its personnel or representatives about storage, health and safety codes, including any known or suspected drug or other contaminant that may be present in the sample and its likely level of contamination as well as the state of its premises, equipment, personal and representative related to the performance. The customer shall be responsible for, and undertake its agent, of costs, damages, liabilities and injuries that may be caused or incurred by ETI or its personnel or representatives, including on the sampling site, during the transportation or in the laboratory of the customer's sample or by sampling site conditions. The customer shall bear all administrative costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. If ETI request, the customer must provide ETI with the exact composition of the sample.
- 5. Property Rights on Sample Material and Sample Storage**
  - 5.1 All samples become the property of ETI to the extent necessary for the performance of the order. Unless the customer pays for storage, ETI shall have no obligation to hold by samples sent to ETI for storage, including samples requiring refrigeration however it enters the sample for these months. If the customer pays for further storage, it will be commercially reasonable storage of the samples, according to professional practice.
  - 5.2 In case of disposal of a sample or samples immediately after the analysis has been performed, unless ETI and the customer have agreed in writing as the terms of disposal, the samples, it is also the customer's duty to destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for ETI arise to comply with any regulations, for example, with respect to disposal of hazardous waste. If the customer requests the return of untested sample material, ETI will return them to the customer at the customer's booked risk.
- 6. Delivery Dates, Turnaround Time**
  - 6.1 Delivery dates include turnaround times as well as dates and do not constitute a commitment by ETI. However, ETI shall make commercially reasonable efforts to meet its estimated deadline.
  - 6.2 Results are generally sent by email and/or by mail, or via other electronic means, at the discretion of the person indicated by the customer in the order, promptly after the analysis is completed.
- 7. Transfer of Property**
  - 7.1 If it is an analysis result, protocol, equipment, software or similar applied by ETI to the customer will remain with ETI until all invoice/ order request thereof has 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, when it is not accepted and begins to fill an order, it has the right at any time stopping that order and to duplicate any work for a customer if that customer is later paying any amount due to ETI, whether for that or any other order.
  - 7.2 Even after payment is full by the customer, ETI shall retain the right to store, use and publish analytical results in an anonymous form which does not identify the customer.
- 8. United Warranties and Responsibilities**
  - 8.1 Orders are handled in the conditions available to ETI in accordance with the current state of technology and methods developed and generally applied by ETI and the results may not always be 100% exact and/or relevant. Analysis, interpretations, assessments, consulting work and conditions are prepared with a commercially reasonable degree of care but it cannot guarantee that these will always be correct or accurate. The customer warrants against these results after the delivery date of the samples, if the acknowledgment of the order does not specifically state otherwise. In all cases, the customer must indemnify and hold ETI harmless for the validity of any results, interpretations, assessments and conclusions supplied by ETI, if it wishes to rely on the same in respect of matters of importance and durability to its own risk.
  - 8.2 Each testing report covers exclusively the sample analyzed by ETI. ETI has not expressly been notified and used for the determination of the sampling site (including all its samples of which raw materials and finished products and in which frequency should be analyzed) and the definition of the precise range of samples to be performed or if the customer has not followed the relevant instructions, it shall not bear any responsibility for the sample and/or. For the range of analysis to be performed prior to its production in a laboratory.
  - 8.3 The customer is responsible for the proper delivery of samples sent to ETI for examination/analysis or materials sent to its processes. Unless otherwise specifically agreed in writing by ETI, ETI accepts no responsibility for any loss or damage, which may occur to any sample in transit or in any facility or site where logistic services are being delivered. The customer will be liable for the security, packaging and insurance of the samples from its dispatch until it is delivered to the office at the laboratory. ETI will accept no responsibility for samples sent to ETI by hand and during samples, but ETI shall not be held responsible for analysis or destruction of samples even after their receipt at its laboratory.
  - 8.4 The customer warrants and represents to ETI that all samples sent to ETI for analysis are safe and in a suitable condition and suitable to identify ETI for any losses, injuries, claims and costs when ETI, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, and that the customer may have given an education on the sample and any other form of any previous contact with the samples. The customer must always inform ETI in writing prior to shipment and about the packaging, samples and/or conditions 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 ETI. There shall be no third party, beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold ETI harmless from and against all and any third party claims in any way relating to the customer or to the order to the customer.
- 9. Limitation of Liability**
  - 9.1 Except to the extent that such limitations are not permitted or void under applicable law, (a) in together with its owners, officers, directors, employees, representatives, assigns, agents and consultants and all its partners and affiliates, the "Indemnifying Parties" shall be liable only for the proven direct and reasonable damage caused by the "Indemnifying Party" which is related to the performance of an order and then, only if it has acted with no more than due care (a) in 30 months after the date of the customer's knowledge of the relevant damage, 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 "Indemnifying Parties" shall be liable only for direct, proven damages, and the customer's losses and claims, with respect to ETI services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and proved net loss or damage caused by the "Indemnifying Parties" after deducting a contribution with the performance of the order and; (ii) any amount that actually was paid from the customer in relation to the order (subject to maximum effect). The above limitation shall not apply to: (a) intentional torts, (b) acts or omissions resulting in loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) actually incurred by the customer or by any third party.
  - 9.3 In a condition of ETI acceptance of an order that the customer indemnifies the "Indemnifying Parties" for any losses, injuries, claims and costs which the "Indemnifying Parties" may suffer as a result of acting here or in any way connected with its role under or services in products or software provided pursuant to these Terms and Conditions, except to the extent that the "Indemnifying Parties" are held not to bear their according to these Terms and Conditions, and by placing an order the customer agrees to provide that Indemnification.
- 10. Retained Analysis**

Customers can see results can be made within thirty (30) days after the customer receives the reports, however, unless it is explicitly agreed that the results of the retained analysis do not reach 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 ETI has a sufficient amount of the original sample on hand when it received the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, reanalysis, analysis and disposal costs for the repeat analysis.
- 11. Force Majeure**

ETI cannot be held liable for delays, errors, damages or other problems caused by events and circumstances which are unforeseen or beyond ETI's reasonable control, or which result from compliance with governmental requests, laws and regulations.
- 12. Confidentiality & Processing of Customer Data**
  - 12.1 ETI shall be entitled by law and practice to obtain 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 commercial reasonable efforts to keep such data confidential, in compliance with applicable law.
  - 12.2 ETI shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ETI rights set forth in clause 1.2 and the right to use them in order to demonstrate its fulfillment to previous for services received.
  - 12.3 Analysis results are prepared and applied exclusively for the use of the customer and shall not be divulged to a third party for any purposes without the prior written agreement of ETI. In addition, the customer is required to maintain secrecy concerning all services provided by ETI and their results as well as the composition of products and software delivered by ETI. Analysis results not to be publicly released or copied without the prior written consent of ETI. Even if such written consent is given by ETI, the customer (a) remains responsible for any consequences, due to the divulgence of such data to a third party and any related of such third party as such results and; (b) hereby agrees to indemnify the ETI Indemnified Parties against any liability which the ETI Indemnified Parties may incur as a result of such divulgence or any such third party release.
- 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 ETI ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF OR COMMENCED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.
  - 13.2 These Terms and Conditions may be modified in writing from time to time by ETI and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ETI accepts the order.
  - 13.3 If a clause is not valid, left or held to be invalid, the rest of the contract shall remain in force. All other parts shall still apply to the greatest extent possible.
  - 13.4 A failure by either us or the customer to exercise their rights under these terms and conditions shall constitute a waiver or forfeiture of such rights.
- 14. Governing Law/ Arbitration**
  - 14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of Bangalore, Karnataka State, India in which the regional office of the ETI company which accepted the order in question is located (including in cases involving multiple countries for the delivery of third party components), which shall have exclusive jurisdiction.