

ภาคผนวก ค

ใบรายงานผลวิเคราะห์



Analysis Report BK2301093



Accreditation No.1031/47

Client : Dcondo Campus Resort Juristic Person Condominium
222 Moo 1, Suthep Rd., Tambon Suthep, Amphoe Mueang Chiang Mai, Chiang
Mai, Thailand, 50200
P/O : ----
Project : ----
Project Location: Dcondo Campus Resort Juristic Person Condominium

Work Order : **BK2301093**
Report Number : BK2301093-AA
Date Received : Jan 28, 2023
Date Reported : Feb 07, 2023
Date Analysis Commenced : Jan 28, 2023
No. of samples received : 4
Temperature : 5.0 °C
Sampled by : Chaloamkiat Amornsriserm

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. This document shall not be reproduced, except in full.

Signatories

Tuanjai T.

Tuanjai Thangklang
Manager

Terms and Conditions

GENERAL

- a) ALS will provide the Services described in the accompanying tender, quotation, or email to the Client, which together with these terms and conditions will hereafter be called the 'Agreement'.
- b) This Agreement will be binding on the Client from the date the Agreement is accepted by the Client in writing, through the placement of an order for, or receipt of samples for analysis based upon this Agreement.

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- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

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- c) Any report, findings, results, statement, certification issued by ALS (**ALS Report**) is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client. The Client will indemnify and hold harmless ALS, its officers, employees, agents and subcontractors for any claim whatsoever in relation to any ALS Report arising from unclear, erroneous, incomplete, misleading or false information provided to ALS; or arising from any incorrect or defective materials or samples provided to ALS.
- d) Each ALS Report is:
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 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

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- c) **Client** means the entity to which the accompanying tender, quotation, letter, fax or email is addressed.
- d) **Confidential Information** means all information in relation to a disclosing party, its business, operations, products, processes, customers, suppliers or contractors which is or might reasonably be considered by the disclosing party to be confidential, including all technical data, formulae, specifications, diagrams, plans, drawings, sketches, designs, business plans and reports, business methods and systems, business records, production information, unpublished financial accounts and reports, discount and supply agreements, subcontractor lists, customer lists, except to the extent that such information is lawfully in the public domain.
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Analysis Report BK2301093

Report Number : BK2301093-AA



Accreditation No.1031/47

Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2301093-001	อาคาร A	น้ำดี 2	----	1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated
BK2301093-002	อาคาร B	น้ำดี 1	----	1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated
BK2301093-003	อาคาร C	น้ำดี 3	----	1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated
BK2301093-006	----	น้ำประปา	----	1x 500mL Plastic Bottle, refrigerated

Brief Method Summaries

The methods in the analysis report are short format, refer to full test methods in accordance with the ISO/IEC 17025 certificate no. specified in the analysis report.

Method	Testing Lab	Method Descriptions
EN0100	Bangkok	In - house method : STM 04-011 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 C
MC6012	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 9221 F

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Analysis Report BK2301093

Report Number : BK2301093-AA



Accreditation No.1031/47

Sub-Matrix: PROCESS WATER

Client Sample ID

อาคาร A

อาคาร B

อาคาร C

น้ำดี 2

น้ำดี 1

น้ำดี 3

(Matrix: WATER)

Sampling Date

Jan 27, 2023 11:30 AM

Jan 27, 2023 11:45 AM

Jan 27, 2023 11:40 AM

Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2301093-001	BK2301093-002	BK2301093-003
						----	----	Result	Result	Result
Microbiological Parameters										
MC6012	Bangkok	Escherichia coli	----	----	in 100mL	----	----	Not Detected	Not Detected	Not Detected

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Analysis Report BK2301093

Report Number : BK2301093-AA



Accreditation No.1031/47

Sub-Matrix: PROCESS WATER

Client Sample ID

(Matrix: WATER)

						Sampling Date		Jan 27, 2023 11:50 AM	----	----
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2301093-006	-----	-----
						----	----	Result	----	----
Physical and Aggregate Properties										
EN0100	Bangkok	Total Dissolved Solids at 180°C	----	5	mg/L	----	----	150	----	----

Guideline: ----

Comment: The laboratory has been accepted as an accredited laboratory complying with the ISO/IEC 17025.

Sampling is not included in scope of accreditation ISO/IEC 17025

Key:

- ° LOD : Limit of Detection
- ° "<" : Lower than LOQ (Limit of Quantitation) / LOR (Limit of Reporting)

----- END OF REPORT -----

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- e) ALS may subcontract all or part of the Services and the Client consents to ALS disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.
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LIMITATION OF LIABILITY

- a) To the full extent permitted by law, ALS excludes all warranties, terms, conditions or undertakings (Terms), whether expressed or implied, in relation to the Services, the ALS Report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included. However, to the full extent permitted by law, ALS's liability to the Client for any breach of any Terms that cannot be excluded by law is limited to ALS's option to the re-performance of the Services or the refund of the fee for the Services.
- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

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- b) The Client will give written notice to ALS of all known safety or health hazards and special procedures applicable to the performance of the Services, and the safe handling, testing, storage, transport and disposal of samples submitted to ALS (including whether or not the disposal of samples may cause contamination) or the Client's facilities or infrastructure in which ALS is partly or wholly performing the Services. ALS may in its absolute discretion, refuse to provide part or all of the Services where it determines that the provision of part or all of the Services may pose a health or safety hazard.
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- d) Each ALS Report is:
 - i) issued using detection limits and confidence intervals inherent in ALS's testing methodology;
 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
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Analysis Report BK2301093



Accreditation No.1031/47

Client : Dcondo Campus Resort Juristic Person Condominium
222 Moo 1, Suthep Rd., Tambon Suthep, Amphoe Mueang Chiang Mai, Chiang
Mai, Thailand, 50200
P/O : ----
Project : ----
Project Location: Dcondo Campus Resort Juristic Person Condominium

Work Order : **BK2301093**
Report Number : BK2301093-AB
Date Received : Jan 28, 2023
Date Reported : Feb 07, 2023
Date Analysis Commenced : Jan 28, 2023
No. of samples received : 2
Temperature : 5.0 °C
Sampled by : Chaloamkiat Amornsriserm
(๖-204-๖-6128)

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. This document shall not be reproduced, except in full.

Signatories

Tuanjai T.

Tuanjai Thangklang
Manager

Kanok Korn Anek

Kanokkorn Anek
Senior Manager
๖-204-๖-6111

Terms and Conditions

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Analysis Report BK2301093

Report Number : BK2301093-AB



Accreditation No.1031/47

Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2301093-004	----	น้ำทิ้ง	----	1x Plastic bottle - Preserved with H ₂ SO ₄ , 2x 1L Plastic Bottle, 1x 300mL Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x 1L Oil & Grease, refrigerated
BK2301093-005	----	น้ำสระบายน้ำ	----	1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated

Brief Method Summaries

The methods in the analysis report are short format, refer to full test methods in accordance with the ISO/IEC 17025 certificate no. specified in the analysis report.

Method	Testing Lab	Method Descriptions
EN0021	Bangkok	In-house method : STM 04-003 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - H (B)
EN0032	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - S ₂ (C, F)
EN0035	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - Norg (C)
EN0045	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5210 B and part 4500 - O (C)
EN0048	Bangkok	In - house method : STM 04-014 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5520 B
EN0093	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 F
EN0099	Bangkok	In-house method : STM 04-010 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 C
EN0102	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 D
MC6009	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 9221 B
MC6020	Bangkok	Standard Methods for the Examination of Water and Wastewater, APHA, AWWA & WEF, 23rd ed., 2017, Part 9221 B, E

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- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

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- c) The Client must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by ALS.

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 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

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- c) **Client** means the entity to which the accompanying tender, quotation, letter, fax or email is addressed.
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- e) **Services** means the services described in the accompanying tender, quotation, letter, fax or email.
- f) **Consequential Loss** means loss or damage from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation loss of profits, loss of revenue, loss of production, loss or denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation, future reputation or publicity, damage to credit rating, loss of use, and indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties at the time of this Agreement.



Analysis Report BK2301093

Report Number : BK2301093-AB



Accreditation No.1031/47

Sub-Matrix: WASTEWATER

Client Sample ID

(Matrix: WATER)

Sub-Matrix: WASTEWATER (Matrix: WATER)							Client Sample ID		----	-----	-----
							Sampling Date		Jan 27, 2023 11:55 AM	-----	-----
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2301093-004	-----	-----	
						MNRE 2548 Type A	MOPH 1/2550	Result	-----	-----	
Chemical Parameters											
EN0045	Bangkok	BOD (5 days at 20°C)	-----	2.0	mg/L	≤20	-----	5 *	-----	-----	
EN0048	Bangkok	Oil & Grease	-----	3	mg/L	≤20	-----	3	-----	-----	
EN0021	Bangkok	pH at 25°C	-----	1.0	pH Unit	5-9	-----	8.0	-----	-----	
EN0032	Bangkok	Sulfides	-----	0.5	mg/L	≤1	-----	<0.5 *	-----	-----	
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L	≤35	-----	7.3 *	-----	-----	
Physical and Aggregate Properties											
EN0093	Bangkok	Settleable Solids	-----	0.1	mL/L/hr	≤0.5	-----	<0.1 *	-----	-----	
EN0099	Bangkok	Total Dissolved Solids at 103-105°C	-----	5	mg/L	≤500	-----	488	-----	-----	
EN0102	Bangkok	Total Suspended Solids	-----	5	mg/L	≤30	-----	8	-----	-----	

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- b) This Agreement will be binding on the Client from the date the Agreement is accepted by the Client in writing, through the placement of an order for, or receipt of samples for analysis based upon this Agreement.

PROVISION OF SERVICES

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- d) The client must inform ALS prior to submitting samples should they require samples to be reported with Measurement of Uncertainty to meet with a certain regulatory compliance. ALS will not hold any obligation if this information is not communicated or disclosed to ALS prior to submission of samples.
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 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
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Analysis Report BK2301093

Report Number : BK2301093-AB



Accreditation No.1031/47

Sub-Matrix: PROCESS WATER

Client Sample ID

(Matrix: WATER)

							Sampling Date		Jan 27, 2023 11:35 AM	----	----
							Guideline		BK2301093-005	-----	-----
Method	Testing Lab	Analytes	LOD	LOQ	Unit		MNRE 2548 Type A	MOPH 1/2550	Result	----	----
Microbiological Parameters											
MC6009	Bangkok	Total Coliforms	----	----	MPN/100mL	----	<10	<1.1	<1.1	----	----
MC6020	Bangkok	Fecal Coliforms	----	----	in 100mL	----	Not Detected	Not Detected	Not Detected	----	----

Guideline: MNRE 2548 Type A: Building: Notification of The Ministry of Natural Resources and Environment on Effluent from building Type A (Guideline for TDS are in addition to the TDS of the water used not more than 500 mg/L)

MOPH 1/2550: Recommendations of The Public Health Committee on Swimming Pool Operations

Comment: The laboratory has been accepted as an accredited laboratory complying with the ISO/IEC 17025.

Sampling is not included in scope of accreditation ISO/IEC 17025

Key:

- LOD : Limit of Detection
- "<" : Lower than LOQ (Limit of Quantitation) / LOR (Limit of Reporting)
- Result(s) marked * is/are not included in scope of Accreditation ISO/IEC 17025.

----- END OF REPORT -----

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Analysis Report BK2301700



TESTING
No.0009

Client : Dcondo Campus Resort Juristic Person Condominium
222 Moo 1, Suthep Rd., Tambon Suthep, Amphoe Mueang Chiang Mai, Chiang
Mai, Thailand, 50200
P/O : ----
Project : ----
Project Location: Dcondo Campus Resort Juristic Person Condominium

Work Order : **BK2301700**
Report Number : BK2301700-AA
Date Received : Feb 08, 2023
Date Reported : Feb 16, 2023
Date Analysis Commenced : Feb 08, 2023
No. of samples received : 2
Temperature : 4.5 °C
Sampled by : Tanakorn Insuta

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. This document shall not be reproduced, except in full.

Signatories

Tuanjai Thangklang
Manager

Terms and Conditions

GENERAL

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- b) The Client acknowledges that it is the Client's sole responsibility to make its own assessment of the suitability for any purpose of the Services, detection limits and confidence intervals inherent in ALS's standard testing methodology, the ALS Report and its contents. All data and ALS Reports relate to the sample tested only.
- c) If the Client requires the Services to be performed by specific test method, or requires detection limits and/or confidence intervals different to those inherent in ALS's standard testing methodology, then the Client must advise ALS of such needs prior to submission of samples.
- d) The client must inform ALS prior to submitting samples should they require samples to be reported with Measurement of Uncertainty to meet with a certain regulatory compliance. ALS will not hold any obligation if this information is not communicated or disclosed to ALS prior to submission of samples.
- e) ALS may subcontract all or part of the Services and the Client consents to ALS disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.
- f) ALS reserves the right to develop methods internally and automatically insource any subcontracted analytical services listed in this Agreement upon achieving equivalent LORs, NATA accreditation and service levels.

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- b) All prices quoted by ALS are exclusive of VAT unless stated otherwise. The Client must pay the amount of VAT specified in an invoice issued pursuant to A New Tax System (Value Added Tax) Act 2001.

LIMITATION OF LIABILITY

- a) To the full extent permitted by law, ALS excludes all warranties, terms, conditions or undertakings (Terms), whether expressed or implied, in relation to the Services, the ALS Report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included. However, to the full extent permitted by law, ALS's liability to the Client for any breach of any Terms that cannot be excluded by law is limited to ALS's option to the re-performance of the Services or the refund of the fee for the Services.
- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

CLIENTS OBLIGATIONS

- a) The Client will ensure that all personnel, information, samples, access to site facilities, assistance, records, documentation and facilities needed by ALS to perform the Services, are available when reasonably required by ALS.
- b) The Client will give written notice to ALS of all known safety or health hazards and special procedures applicable to the performance of the Services, and the safe handling, testing, storage, transport and disposal of samples submitted to ALS (including whether or not the disposal of samples may cause contamination) or the Client's facilities or infrastructure in which ALS is partly or wholly performing the Services. ALS may in its absolute discretion, refuse to provide part or all of the Services where it determines that the provision of part or all of the Services may pose a health or safety hazard.
- c) The Client must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by ALS.

INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- a) All ALS IP will remain the property of ALS. ALS grants to the Client a world-wide, non-exclusive, royalty free license to use ALS IP for the purpose agreed to between the Client and ALS to the extent that it is needed for the enjoyment and benefit of the Services.

- b) Neither ALS nor the Client will disclose Confidential Information of the other party to any third party without the prior written consent of the other party, unless required by law or the rules of a relevant stock exchange. ALS and the Client will only use Confidential Information of the other party for the purpose of the supply of the Services.
- c) Any report, findings, results, statement, certification issued by ALS (**ALS Report**) is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client. The Client will indemnify and hold harmless ALS, its officers, employees, agents and subcontractors for any claim whatsoever in relation to any ALS Report arising from unclear, erroneous, incomplete, misleading or false information provided to ALS; or arising from any incorrect or defective materials or samples provided to ALS.
- d) Each ALS Report is:
 - i) issued using detection limits and confidence intervals inherent in ALS's testing methodology;
 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

TERMINATION

- a) ALS may suspend or terminate its obligations under this Agreement if (a) monies payable to ALS by the client are outstanding 60 days or more (unless otherwise agreed) after the date of invoice, (b) other substantial breach by the Client of their obligations under the Agreement, which breach is not remedied within 30 days of written notice the breach to be remedied, or (c) by giving the Client 60 days written notice of ALS's intention to terminate.
- b) The Client may terminate its obligations under this Agreement in the event of a substantial breach by ALS of its obligations under the Agreement, which breach has not been remedied within 30 days of written notice to ALS.
- c) If ALS, acting reasonably, suspects that the Client is insolvent or is having difficulties paying its debts as and when they become due, or the Client is insolvent, ALS may give written notice to the Client of ALS's intention to immediately suspend or terminate its obligations under this Agreement.
- d) In the event of termination, ALS is entitled to be paid for all work performed before the date of termination and for any unavoidable commitments entered into by ALS before the date of termination.

MISCELLANEOUS

- a) Any provision of this Agreement that is illegal, invalid or unenforceable will be severed to the extent that it is illegal, invalid or unenforceable, with the remainder of the Agreement continuing in full force.
- b) This Agreement is governed by the law of the state or territory in which the Services are provided, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.

DEFINITIONS

- a) **ALS** means ALS Laboratory Group (Thailand) Co., Ltd. Registration No. 0105540004859, and each of its related bodies corporate (as defined in the Civil and Commercial Code).
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Analysis Report BK2301700

Report Number : BK2301700-AA



TESTING
No.0009

Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2301700-001	น้ำทิ้ง	----	----	1x Plastic bottle - Preserved with H ₂ SO ₄ , 2x 1L Plastic Bottle, 1x 300mL Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x 1L Oil & Grease
BK2301700-002	น้ำสระว่ายน้ำ	----	----	1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate

Brief Method Summaries

The methods in the analysis report are short format, refer to full test methods in accordance with the ISO/IEC 17025 certificate no. specified in the analysis report.

Method	Testing Lab	Method Descriptions
EN0021	Bangkok	In-house method : STM 04-003 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - H (B)
EN0032	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - S ₂ (C, F)
EN0035	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - Norg (C)
EN0045	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5210 B and part 4500 - O (C)
EN0048	Bangkok	In - house method : STM 04-014 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5520 B
EN0093	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 F
EN0099	Bangkok	In-house method : STM 04-010 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 C
EN0102	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 D
MC6009	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 9221 B
MC6020	Bangkok	Standard Methods for the Examination of Water and Wastewater, APHA, AWWA & WEF, 23rd ed., 2017, Part 9221 B, E

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Analysis Report BK2301700

Report Number : BK2301700-AA



TESTING
No.0009

Sub-Matrix: WASTEWATER

Client Sample ID

(Matrix: WATER)

Sub-Matrix: WASTEWATER						Client Sample ID		น้ำทิ้ง	----	----
(Matrix: WATER)						Sampling Date		Feb 07, 2023 11:40 AM	----	----
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2301700-001	-----	-----
						MNRE 2548 Type A	MOPH 1/2550	Result	----	----
Chemical Parameters										
EN0045	Bangkok	BOD (5 days at 20°C)	----	2.0	mg/L	≤20	----	14 *	----	----
EN0048	Bangkok	Oil & Grease	----	3	mg/L	≤20	----	8	----	----
EN0021	Bangkok	pH at 25°C	----	1.0	pH Unit	5-9	----	7.6	----	----
EN0032	Bangkok	Sulfides	----	0.5	mg/L	≤1	----	<0.5 *	----	----
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L	≤35	----	23.4 *	----	----
Physical and Aggregate Properties										
EN0093	Bangkok	Settleable Solids	----	0.1	mL/L/hr	≤0.5	----	0.1 *	----	----
EN0099	Bangkok	Total Dissolved Solids at 103-105°C	----	5	mg/L	≤500	----	328	----	----
EN0102	Bangkok	Total Suspended Solids	----	5	mg/L	≤30	----	29	----	----

Terms and Conditions

GENERAL

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- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

CLIENTS OBLIGATIONS

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- b) The Client will give written notice to ALS of all known safety or health hazards and special procedures applicable to the performance of the Services, and the safe handling, testing, storage, transport and disposal of samples submitted to ALS (including whether or not the disposal of samples may cause contamination) or the Client's facilities or infrastructure in which ALS is partly or wholly performing the Services. ALS may in its absolute discretion, refuse to provide part or all of the Services where it determines that the provision of part or all of the Services may pose a health or safety hazard.
- c) The Client must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by ALS.

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- c) Any report, findings, results, statement, certification issued by ALS (**ALS Report**) is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client. The Client will indemnify and hold harmless ALS, its officers, employees, agents and subcontractors for any claim whatsoever in relation to any ALS Report arising from unclear, erroneous, incomplete, misleading or false information provided to ALS; or arising from any incorrect or defective materials or samples provided to ALS.
- d) Each ALS Report is:
 - i) issued using detection limits and confidence intervals inherent in ALS's testing methodology;
 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

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- c) If ALS, acting reasonably, suspects that the Client is insolvent or is having difficulties paying its debts as and when they become due, or the Client is insolvent, ALS may give written notice to the Client of ALS's intention to immediately suspend or terminate its obligations under this Agreement.
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- d) **Confidential Information** means all information in relation to a disclosing party, its business, operations, products, processes, customers, suppliers or contractors which is or might reasonably be considered by the disclosing party to be confidential, including all technical data, formulae, specifications, diagrams, plans, drawings, sketches, designs, business plans and reports, business methods and systems, business records, production information, unpublished financial accounts and reports, discount and supply agreements, subcontractor lists, customer lists, except to the extent that such information is lawfully in the public domain.
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Analysis Report BK2301700

Report Number : BK2301700-AA



TESTING
No.0009

Sub-Matrix: PROCESS WATER

Client Sample ID

น้ำสระว่ายน้ำ

(Matrix: WATER)

							Sampling Date	Feb 07, 2023 11:30 AM	----	----
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2301700-002	-----	-----
						MNRE 2548 Type A	MOPH 1/2550	Result	----	----
Microbiological Parameters										
MC6009	Bangkok	Total Coliforms	----	----	MPN/100mL	----	<10	<1.1	----	----
MC6020	Bangkok	Fecal Coliforms	----	----	in 100mL	----	Not Detected	Not Detected	----	----

Guideline: MNRE 2548 Type A: Building: Notification of The Ministry of Natural Resources and Environment on Effluent from building Type A (Guideline for TDS are in addition to the TDS of the water used not more than 500 mg/L)

MOPH 1/2550: Recommendations of The Public Health Committee on Swimming Pool Operations

Comment: The laboratory has been accepted as an accredited laboratory complying with the ISO/IEC 17025.

Sampling is not included in scope of accreditation ISO/IEC 17025

Key:

- LOD : Limit of Detection
- "<" : Lower than LOQ (Limit of Quantitation) / LOR (Limit of Reporting)
- Result(s) marked * is/are not included in scope of Accreditation ISO/IEC 17025.

----- END OF REPORT -----

Terms and Conditions

GENERAL

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- b) This Agreement will be binding on the Client from the date the Agreement is accepted by the Client in writing, through the placement of an order for, or receipt of samples for analysis based upon this Agreement.

PROVISION OF SERVICES

- a) ALS will provide the Services by exercising the same degree of skill, care and diligence that would be exercised by professional service providers in similar circumstances.
- b) The Client acknowledges that it is the Client's sole responsibility to make its own assessment of the suitability for any purpose of the Services, detection limits and confidence intervals inherent in ALS's standard testing methodology, the ALS Report and its contents. All data and ALS Reports relate to the sample tested only.
- c) If the Client requires the Services to be performed by specific test method, or requires detection limits and/or confidence intervals different to those inherent in ALS's standard testing methodology, then the Client must advise ALS of such needs prior to submission of samples.
- d) The client must inform ALS prior to submitting samples should they require samples to be reported with Measurement of Uncertainty to meet with a certain regulatory compliance. ALS will not hold any obligation if this information is not communicated or disclosed to ALS prior to submission of samples.
- e) ALS may subcontract all or part of the Services and the Client consents to ALS disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.
- f) ALS reserves the right to develop methods internally and automatically insource any subcontracted analytical services listed in this Agreement upon achieving equivalent LORs, NATA accreditation and service levels.

FEES AND PAYMENT

- a) For Clients with an approved credit account, payment terms are 30 days from the date of invoice. For all other Clients, payment is due on receipt of samples by ALS, unless negotiated otherwise. Any such variance from the standard payment terms must be stipulated separately in writing in the Agreement.
- b) All prices quoted by ALS are exclusive of VAT unless stated otherwise. The Client must pay the amount of VAT specified in an invoice issued pursuant to A New Tax System (Value Added Tax) Act 2001.

LIMITATION OF LIABILITY

- a) To the full extent permitted by law, ALS excludes all warranties, terms, conditions or undertakings (Terms), whether expressed or implied, in relation to the Services, the ALS Report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included. However, to the full extent permitted by law, ALS's liability to the Client for any breach of any Terms that cannot be excluded by law is limited to ALS's option to the re-performance of the Services or the refund of the fee for the Services.
- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

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Analysis Report BK2303278



TESTING
No.0009

Client : Dcondo Campus Resort Juristic Person Condominium
222 Moo 1, Suthep Rd., Tambon Suthep, Amphoe Mueang Chiang Mai, Chiang
Mai, Thailand, 50200
P/O : ----
Project : ----
Project Location: Dcondo Campus Resort Juristic Person Condominium

Work Order : **BK2303278**
Report Number : BK2303278-AA
Date Received : Mar 08, 2023
Date Reported : Mar 14, 2023
Date Analysis Commenced : Mar 08, 2023
No. of samples received : 2
Temperature : 4.1 °C
Sampled by : Tanakorn Insuta

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. This document shall not be reproduced, except in full.

Signatories

Nanthawadee Somboon
Specialist 1

Terms and Conditions

GENERAL

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Analysis Report BK2303278

Report Number : BK2303278-AA



TESTING
No.0009

Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2303278-001	น้ำทิ้ง	----	----	1x Plastic bottle - Preserved with H ₂ SO ₄ , 2x 1L Plastic Bottle, 1x 300mL Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x 1L Oil & Grease, refrigerated
BK2303278-002	น้ำระเหยน้ำ	----	----	1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated

Brief Method Summaries

The methods in the analysis report are short format, refer to full test methods in accordance with the ISO/IEC 17025 certificate no. specified in the analysis report.

Method	Testing Lab	Method Descriptions
EN0021	Bangkok	In-house method : STM 04-003 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - H (B)
EN0032	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - S ₂ (C, F)
EN0035	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - Norg (C)
EN0045	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5210 B and part 4500 - O (C)
EN0048	Bangkok	In - house method : STM 04-014 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5520 B
EN0093	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 F
EN0099	Bangkok	In-house method : STM 04-010 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 C
EN0102	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 D
MC6009	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 9221 B
MC6020	Bangkok	Standard Methods for the Examination of Water and Wastewater, APHA, AWWA & WEF, 23rd ed., 2017, Part 9221 B, E

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- e) ALS may subcontract all or part of the Services and the Client consents to ALS disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.
- f) ALS reserves the right to develop methods internally and automatically insource any subcontracted analytical services listed in this Agreement upon achieving equivalent LORs, NATA accreditation and service levels.

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LIMITATION OF LIABILITY

- a) To the full extent permitted by law, ALS excludes all warranties, terms, conditions or undertakings (Terms), whether expressed or implied, in relation to the Services, the ALS Report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included. However, to the full extent permitted by law, ALS's liability to the Client for any breach of any Terms that cannot be excluded by law is limited to ALS's option to the re-performance of the Services or the refund of the fee for the Services.
- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

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- c) The Client must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by ALS.

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- b) Neither ALS nor the Client will disclose Confidential Information of the other party to any third party without the prior written consent of the other party, unless required by law or the rules of a relevant stock exchange. ALS and the Client will only use Confidential Information of the other party for the purpose of the supply of the Services.
- c) Any report, findings, results, statement, certification issued by ALS (**ALS Report**) is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client. The Client will indemnify and hold harmless ALS, its officers, employees, agents and subcontractors for any claim whatsoever in relation to any ALS Report arising from unclear, erroneous, incomplete, misleading or false information provided to ALS; or arising from any incorrect or defective materials or samples provided to ALS.
- d) Each ALS Report is:
 - i) issued using detection limits and confidence intervals inherent in ALS's testing methodology;
 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

TERMINATION

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- b) The Client may terminate its obligations under this Agreement in the event of a substantial breach by ALS of its obligations under the Agreement, which breach has not been remedied within 30 days of written notice to ALS.
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Analysis Report BK2303278

Report Number : BK2303278-AA



TESTING
No.0009

Sub-Matrix: WASTEWATER

Client Sample ID

(Matrix: WATER)

Sub-Matrix: WASTEWATER						Client Sample ID		น้ำทิ้ง	----	----
(Matrix: WATER)						Sampling Date		Mar 07, 2023 11:45 AM	----	----
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2303278-001	-----	-----
						MNRE 2548 Type A	MOPH 1/2550	Result	----	----
Chemical Parameters										
EN0045	Bangkok	BOD (5 days at 20°C)	----	2.0	mg/L	≤20	----	13 *	----	----
EN0048	Bangkok	Oil & Grease	----	3	mg/L	≤20	----	<3	----	----
EN0021	Bangkok	pH at 25°C	----	1.0	pH Unit	5-9	----	7.4	----	----
EN0032	Bangkok	Sulfides	----	0.5	mg/L	≤1	----	<0.5 *	----	----
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L	≤35	----	19.1 *	----	----
Physical and Aggregate Properties										
EN0093	Bangkok	Settleable Solids	----	0.1	mL/L/hr	≤0.5	----	<0.1 *	----	----
EN0099	Bangkok	Total Dissolved Solids at 103-105°C	----	5	mg/L	≤500	----	400	----	----
EN0102	Bangkok	Total Suspended Solids	----	5	mg/L	≤30	----	27	----	----

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Analysis Report BK2303278

Report Number : BK2303278-AA



TESTING
No.0009

Sub-Matrix: PROCESS WATER

Client Sample ID

น้ำสระว่ายน้ำ

(Matrix: WATER)

							Sampling Date	Mar 07, 2023 11:40 AM	----	----
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2303278-002	-----	-----
						MNRE 2548 Type A	MOPH 1/2550	Result	----	----
Microbiological Parameters										
MC6009	Bangkok	Total Coliforms	----	----	MPN/100mL	----	<10	Not Detected	----	----
MC6020	Bangkok	Fecal Coliforms	----	----	in 100mL	----	Not Detected	Not Detected	----	----

Guideline: MNRE 2548 Type A: Building: Notification of The Ministry of Natural Resources and Environment on Effluent from building Type A (Guideline for TDS are in addition to the TDS of the water used not more than 500 mg/L)

MOPH 1/2550: Recommendations of The Public Health Committee on Swimming Pool Operations

Comment: The laboratory has been accepted as an accredited laboratory complying with the ISO/IEC 17025.

Sampling is not included in scope of accreditation ISO/IEC 17025

- Key:
- LOD : Limit of Detection
 - "<" : Lower than LOQ (Limit of Quantitation) / LOR (Limit of Reporting)
 - Result(s) marked * is/are not included in scope of Accreditation ISO/IEC 17025.

----- END OF REPORT -----

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 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

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Analysis Report BK2304600



Accreditation No.1031/47

Client : Dcondo Campus Resort Juristic Person Condominium
222 Moo 1, Suthep Rd., Tambon Suthep, Amphoe Mueang Chiang Mai, Chiang
Mai, Thailand, 50200
P/O : ----
Project : ----
Project Location: Dcondo Campus Resort Juristic Person Condominium

Work Order : **BK2304600**
Report Number : BK2304600-AA
Date Received : Apr 05, 2023
Date Reported : Apr 12, 2023
Date Analysis Commenced : Apr 05, 2023
No. of samples received : 3
Temperature : 3.7 °C
Sampled by : Tanakron Insuta

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. This document shall not be reproduced, except in full.

Signatories

Kittitee J.

Kittitee Jamjumroon

Scientist (3)

Terms and Conditions

GENERAL

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- b) All prices quoted by ALS are exclusive of VAT unless stated otherwise. The Client must pay the amount of VAT specified in an invoice issued pursuant to A New Tax System (Value Added Tax) Act 2001.

LIMITATION OF LIABILITY

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- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
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Analysis Report BK2304600

Report Number : BK2304600-AA



Accreditation No.1031/47

Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2304600-002	อาคาร A : น้ำดี 1	----	----	1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated
BK2304600-003	อาคาร B : น้ำดี 2	----	----	1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated
BK2304600-004	อาคาร C : น้ำดี 3	----	----	1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated

Brief Method Summaries

The methods in the analysis report are short format, refer to full test methods in accordance with the ISO/IEC 17025 certificate no. specified in the analysis report.

Method	Testing Lab	Method Descriptions
MC6012	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 9221 F

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Analysis Report BK2304600

Report Number : BK2304600-AA



Accreditation No.1031/47

Sub-Matrix: PROCESS WATER

Client Sample ID

อาคาร A : น้ำดี 1

อาคาร B : น้ำดี 2

อาคาร C : น้ำดี 3

(Matrix: WATER)

							Sampling Date		Apr 04, 2023 01:35 PM	Apr 04, 2023 01:40 PM	Apr 04, 2023 01:45 PM
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2304600-002	BK2304600-003	BK2304600-004	
						----	----	Result	Result	Result	
Microbiological Parameters											
MC6012	Bangkok	Escherichia coli	----	----	in 100mL	----	----	Not Detected	Not Detected	Not Detected	

Guideline: ----

Comment: The laboratory has been accepted as an accredited laboratory complying with the ISO/IEC 17025.

Sampling is not included in scope of accreditation ISO/IEC 17025

Key:

- ° LOD : Limit of Detection
- ° "<" : Lower than LOQ (Limit of Quantitation) / LOR (Limit of Reporting)

----- END OF REPORT -----

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- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
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- d) Each ALS Report is:
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 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

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Analysis Report BK2304600



Accreditation No.1031/47

Client : Dcondo Campus Resort Juristic Person Condominium
222 Moo 1, Suthep Rd., Tambon Suthep, Amphoe Mueang Chiang Mai, Chiang
Mai, Thailand, 50200
P/O : ----
Project : ----
Project Location: Dcondo Campus Resort Juristic Person Condominium

Work Order : BK2304600
Report Number : BK2304600-AB
Date Received : Apr 05, 2023
Date Reported : Apr 12, 2023
Date Analysis Commenced : Apr 05, 2023
No. of samples received : 2
Temperature : 3.7 °C
Sampled by : Tanakron Insuta (๖-204-๖-7838)

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. This document shall not be reproduced, except in full.

Signatories

Nanthawadee Somboon
Specialist 1
๖-204-๖-4716

Kanokkorn Anek
Senior Manager
๖-204-๖-6111

Terms and Conditions

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- b) The Client acknowledges that it is the Client's sole responsibility to make its own assessment of the suitability for any purpose of the Services, detection limits and confidence intervals inherent in ALS's standard testing methodology, the ALS Report and its contents. All data and ALS Reports relate to the sample tested only.
- c) If the Client requires the Services to be performed by specific test method, or requires detection limits and/or confidence intervals different to those inherent in ALS's standard testing methodology, then the Client must advise ALS of such needs prior to submission of samples.
- d) The client must inform ALS prior to submitting samples should they require samples to be reported with Measurement of Uncertainty to meet with a certain regulatory compliance. ALS will not hold any obligation if this information is not communicated or disclosed to ALS prior to submission of samples.
- e) ALS may subcontract all or part of the Services and the Client consents to ALS disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.
- f) ALS reserves the right to develop methods internally and automatically insource any subcontracted analytical services listed in this Agreement upon achieving equivalent LORs, NATA accreditation and service levels.

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Analysis Report BK2304600

Report Number : BK2304600-AB



Accreditation No.1031/47

Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2304600-001	น้ำทิ้ง	----	----	1x Plastic bottle - Preserved with H ₂ SO ₄ , 2x 1L Plastic Bottle, 1x 300mL Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x 1L Oil & Grease, refrigerated
BK2304600-005	น้ำสระว่ายน้ำ	----	----	1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate

Brief Method Summaries

The methods in the analysis report are short format, refer to full test methods in accordance with the ISO/IEC 17025 certificate no. specified in the analysis report.

Method	Testing Lab	Method Descriptions
EN0021	Bangkok	In-house method : STM 04-003 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - H (B)
EN0032	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - S ₂ (C, F)
EN0035	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - Norg (C)
EN0045	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5210 B and part 4500 - O (C)
EN0048	Bangkok	In - house method : STM 04-014 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5520 B
EN0093	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 F
EN0099	Bangkok	In-house method : STM 04-010 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 C
EN0102	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 D
MC6009	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 9221 B
MC6020	Bangkok	Standard Methods for the Examination of Water and Wastewater, APHA, AWWA & WEF, 23rd ed., 2017, Part 9221 B, E

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- f) **Consequential Loss** means loss or damage from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation loss of profits, loss of revenue, loss of production, loss or denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation, future reputation or publicity, damage to credit rating, loss of use, and indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties at the time of this Agreement.



Analysis Report BK2304600

Report Number : BK2304600-AB



Accreditation No.1031/47

Sub-Matrix: WASTEWATER

Client Sample ID

(Matrix: WATER)

Sub-Matrix: WASTEWATER (Matrix: WATER)							Client Sample ID		น้ำทิ้ง	----	----
							Sampling Date		Apr 04, 2023 01:30 PM	----	----
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2304600-001	-----	-----	
						MNRE 2548 Type A	MOPH 1/2550	Result	----	----	
Chemical Parameters											
EN0045	Bangkok	BOD (5 days at 20°C)	----	2.0	mg/L	≤20	----	13 *	----	----	
EN0048	Bangkok	Oil & Grease	----	3	mg/L	≤20	----	<3	----	----	
EN0021	Bangkok	pH at 25°C	----	1.0	pH Unit	5-9	----	6.9	----	----	
EN0032	Bangkok	Sulfides	----	0.5	mg/L	≤1	----	<0.5 *	----	----	
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L	≤35	----	11.9 *	----	----	
Physical and Aggregate Properties											
EN0093	Bangkok	Settleable Solids	----	0.1	mL/L/hr	≤0.5	----	<0.1 *	----	----	
EN0099	Bangkok	Total Dissolved Solids at 103-105°C	----	5	mg/L	≤500	----	348	----	----	
EN0102	Bangkok	Total Suspended Solids	----	5	mg/L	≤30	----	6	----	----	

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GENERAL

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- b) This Agreement will be binding on the Client from the date the Agreement is accepted by the Client in writing, through the placement of an order for, or receipt of samples for analysis based upon this Agreement.

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- b) All prices quoted by ALS are exclusive of VAT unless stated otherwise. The Client must pay the amount of VAT specified in an invoice issued pursuant to A New Tax System (Value Added Tax) Act 2001.

LIMITATION OF LIABILITY

- a) To the full extent permitted by law, ALS excludes all warranties, terms, conditions or undertakings (Terms), whether expressed or implied, in relation to the Services, the ALS Report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included. However, to the full extent permitted by law, ALS's liability to the Client for any breach of any Terms that cannot be excluded by law is limited to ALS's option to the re-performance of the Services or the refund of the fee for the Services.
- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

CLIENTS OBLIGATIONS

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- b) The Client will give written notice to ALS of all known safety or health hazards and special procedures applicable to the performance of the Services, and the safe handling, testing, storage, transport and disposal of samples submitted to ALS (including whether or not the disposal of samples may cause contamination) or the Client's facilities or infrastructure in which ALS is partly or wholly performing the Services. ALS may in its absolute discretion, refuse to provide part or all of the Services where it determines that the provision of part or all of the Services may pose a health or safety hazard.
- c) The Client must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by ALS.

INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

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- b) Neither ALS nor the Client will disclose Confidential Information of the other party to any third party without the prior written consent of the other party, unless required by law or the rules of a relevant stock exchange. ALS and the Client will only use Confidential Information of the other party for the purpose of the supply of the Services.
- c) Any report, findings, results, statement, certification issued by ALS (**ALS Report**) is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client. The Client will indemnify and hold harmless ALS, its officers, employees, agents and subcontractors for any claim whatsoever in relation to any ALS Report arising from unclear, erroneous, incomplete, misleading or false information provided to ALS; or arising from any incorrect or defective materials or samples provided to ALS.
- d) Each ALS Report is:
 - i) issued using detection limits and confidence intervals inherent in ALS's testing methodology;
 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

TERMINATION

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- b) The Client may terminate its obligations under this Agreement in the event of a substantial breach by ALS of its obligations under the Agreement, which breach has not been remedied within 30 days of written notice to ALS.
- c) If ALS, acting reasonably, suspects that the Client is insolvent or is having difficulties paying its debts as and when they become due, or the Client is insolvent, ALS may give written notice to the Client of ALS's intention to immediately suspend or terminate its obligations under this Agreement.
- d) In the event of termination, ALS is entitled to be paid for all work performed before the date of termination and for any unavoidable commitments entered into by ALS before the date of termination.

MISCELLANEOUS

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- b) This Agreement is governed by the law of the state or territory in which the Services are provided, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.

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Analysis Report BK2304600

Report Number : BK2304600-AB



Accreditation No.1031/47

Sub-Matrix: PROCESS WATER

Client Sample ID

น้ำสระว่ายน้ำ

(Matrix: WATER)

Sampling Date

Apr 04, 2023 01:50 PM

Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2304600-005	-----	-----
						MNRE 2548 Type A	MOPH 1/2550	Result	---	---
Microbiological Parameters										
MC6009	Bangkok	Total Coliforms	----	----	MPN/100mL	----	<10	<1.1	----	----
MC6020	Bangkok	Fecal Coliforms	----	----	in 100mL	----	Not Detected	Not Detected	----	----

Guideline: MNRE 2548 Type A: Building: Notification of The Ministry of Natural Resources and Environment on Effluent from building Type A (Guideline for TDS are in addition to the TDS of the water used not more than 500 mg/L)

MOPH 1/2550: Recommendations of The Public Health Committee on Swimming Pool Operations

Comment: The laboratory has been accepted as an accredited laboratory complying with the ISO/IEC 17025.

Sampling is not included in scope of accreditation ISO/IEC 17025

- Key:
- LOD : Limit of Detection
 - "<" : Lower than LOQ (Limit of Quantitation) / LOR (Limit of Reporting)
 - Result(s) marked * is/are not included in scope of Accreditation ISO/IEC 17025.

----- END OF REPORT -----

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Analysis Report BK2305660



TESTING
No.0009

Client : Dcondo Campus Resort Juristic Person Condominium
222 Moo 1, Suthep Rd., Tambon Suthep, Amphoe Mueang Chiang Mai, Chiang
Mai, Thailand, 50200
P/O : ----
Project : ----
Project Location: Dcondo Campus Resort Juristic Person Condominium

Work Order : **BK2305660**
Report Number : BK2305660-AA
Date Received : May 06, 2023
Date Reported : May 12, 2023
Date Analysis Commenced : May 06, 2023
No. of samples received : 2
Temperature : 5.9 °C
Sampled by : Sitthichok Taseeda

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. This document shall not be reproduced, except in full.

Signatories

Tuanjai Thangklang
Manager

Terms and Conditions

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- d) Each ALS Report is:
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 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

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Analysis Report BK2305660

Report Number : BK2305660-AA



TESTING
No.0009

Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2305660-001	น้ำทิ้ง	----	----	1x Plastic bottle - Preserved with H ₂ SO ₄ , 2x 1L Plastic Bottle, 1x 300mL Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x 1L Oil & Grease, refrigerated
BK2305660-002	น้ำสระว่ายน้ำ	----	----	1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated

Brief Method Summaries

The methods in the analysis report are short format, refer to full test methods in accordance with the ISO/IEC 17025 certificate no. specified in the analysis report.

Method	Testing Lab	Method Descriptions
EN0021	Bangkok	In-house method : STM 04-003 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - H (B)
EN0032	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - S ₂ (C, F)
EN0035	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - Norg (C)
EN0045	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5210 B and part 4500 - O (C)
EN0048	Bangkok	In - house method : STM 04-014 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5520 B
EN0093	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 F
EN0099	Bangkok	In-house method : STM 04-010 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 C
EN0102	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 D
MC6009	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 9221 B
MC6020	Bangkok	Standard Methods for the Examination of Water and Wastewater, APHA, AWWA & WEF, 23rd ed., 2017, Part 9221 B, E

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- b) All prices quoted by ALS are exclusive of VAT unless stated otherwise. The Client must pay the amount of VAT specified in an invoice issued pursuant to A New Tax System (Value Added Tax) Act 2001.

LIMITATION OF LIABILITY

- a) To the full extent permitted by law, ALS excludes all warranties, terms, conditions or undertakings (Terms), whether expressed or implied, in relation to the Services, the ALS Report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included. However, to the full extent permitted by law, ALS's liability to the Client for any breach of any Terms that cannot be excluded by law is limited to ALS's option to the re-performance of the Services or the refund of the fee for the Services.
- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
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 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

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Analysis Report BK2305660

Report Number : BK2305660-AA



TESTING
No.0009

Sub-Matrix: WASTEWATER

Client Sample ID

(Matrix: WATER)

Sub-Matrix: WASTEWATER						Client Sample ID		น้ำทิ้ง	----	----
(Matrix: WATER)						Sampling Date		May 05, 2023 11:50 AM	----	----
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2305660-001	-----	-----
						MNRE 2548 Type A	MOPH 1/2550	Result	----	----
Chemical Parameters										
EN0045	Bangkok	BOD (5 days at 20°C)	----	2.0	mg/L	≤20	----	10 *	----	----
EN0048	Bangkok	Oil & Grease	----	3	mg/L	≤20	----	3	----	----
EN0021	Bangkok	pH at 25°C	----	1.0	pH Unit	5-9	----	8.0	----	----
EN0032	Bangkok	Sulfides	----	0.5	mg/L	≤1	----	<0.5 *	----	----
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L	≤35	----	15.7 *	----	----
Physical and Aggregate Properties										
EN0093	Bangkok	Settleable Solids	----	0.1	mL/L/hr	≤0.5	----	<0.1 *	----	----
EN0099	Bangkok	Total Dissolved Solids at 103-105°C	----	5	mg/L	≤500	----	384	----	----
EN0102	Bangkok	Total Suspended Solids	----	5	mg/L	≤30	----	11	----	----

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Analysis Report BK2305660

Report Number : BK2305660-AA



TESTING
No.0009

Sub-Matrix: PROCESS WATER

Client Sample ID

น้ำสระว่ายน้ำ

(Matrix: WATER)

							Sampling Date	May 05, 2023 11:45 AM	----	----
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		BK2305660-002	-----	-----
						MNRE 2548 Type A	MOPH 1/2550	Result	----	----
Microbiological Parameters										
MC6009	Bangkok	Total Coliforms	----	----	MPN/100mL	----	<10	<1.1	----	----
MC6020	Bangkok	Fecal Coliforms	----	----	in 100mL	----	Not Detected	Not Detected	----	----

Guideline: MNRE 2548 Type A: Building: Notification of The Ministry of Natural Resources and Environment on Effluent from building Type A (Guideline for TDS are in addition to the TDS of the water used not more than 500 mg/L)

MOPH 1/2550: Recommendations of The Public Health Committee on Swimming Pool Operations

Comment: The laboratory has been accepted as an accredited laboratory complying with the ISO/IEC 17025.

Sampling is not included in scope of accreditation ISO/IEC 17025

- Key:
- LOD : Limit of Detection
 - "<" : Lower than LOQ (Limit of Quantitation) / LOR (Limit of Reporting)
 - Result(s) marked * is/are not included in scope of Accreditation ISO/IEC 17025.

----- END OF REPORT -----

Terms and Conditions

GENERAL

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LIMITATION OF LIABILITY

- a) To the full extent permitted by law, ALS excludes all warranties, terms, conditions or undertakings (Terms), whether expressed or implied, in relation to the Services, the ALS Report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included. However, to the full extent permitted by law, ALS's liability to the Client for any breach of any Terms that cannot be excluded by law is limited to ALS's option to the re-performance of the Services or the refund of the fee for the Services.
- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

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- b) The Client will give written notice to ALS of all known safety or health hazards and special procedures applicable to the performance of the Services, and the safe handling, testing, storage, transport and disposal of samples submitted to ALS (including whether or not the disposal of samples may cause contamination) or the Client's facilities or infrastructure in which ALS is partly or wholly performing the Services. ALS may in its absolute discretion, refuse to provide part or all of the Services where it determines that the provision of part or all of the Services may pose a health or safety hazard.
- c) The Client must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by ALS.

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- c) Any report, findings, results, statement, certification issued by ALS (**ALS Report**) is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client. The Client will indemnify and hold harmless ALS, its officers, employees, agents and subcontractors for any claim whatsoever in relation to any ALS Report arising from unclear, erroneous, incomplete, misleading or false information provided to ALS; or arising from any incorrect or defective materials or samples provided to ALS.
- d) Each ALS Report is:
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 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

TERMINATION

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- d) In the event of termination, ALS is entitled to be paid for all work performed before the date of termination and for any unavoidable commitments entered into by ALS before the date of termination.

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- b) This Agreement is governed by the law of the state or territory in which the Services are provided, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.

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Analysis Report CH2300014



TESTING
No.0009

Client : Dcondo Campus Resort Juristic Person Condominium
222 Moo 1, Suthep Rd., Tambon Suthep, Amphoe Mueang Chiang Mai, Chiang
Mai, Thailand, 50200
P/O : ----
Project : ----
Project Location: Dcondo Campus Resort Juristic Person Condominium

Work Order : CH2300014
Report Number : CH2300014-AA
Date Received : Jun 07, 2023
Date Reported : Jun 17, 2023
Date Analysis Commenced : Jun 07, 2023
No. of samples received : 2
Temperature : 3.5 °C
Sampled by : Takdanai Ubonsri

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. This document shall not be reproduced, except in full.

Signatories

Nanthawadee Somboon
Specialist 1

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Analysis Report CH2300014

Report Number : CH2300014-AA



TESTING
No.0009

Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
CH2300014-001	น้ำทิ้ง	----	----	1x Plastic bottle - Preserved with H ₂ SO ₄ , 2x 1L Plastic Bottle, 1x 300mL Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x 1L Oil & Grease, refrigerated
CH2300014-002	น้ำระเหยน้ำ	----	----	1x 1L Plastic Bottle, 1x 500mL Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated

Brief Method Summaries

The methods in the analysis report are short format, refer to full test methods in accordance with the ISO/IEC 17025 certificate no. specified in the analysis report.

Method	Testing Lab	Method Descriptions
EN0002	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4110 B
EN0007	Bangkok	Colorimetric Method
EN0017	Bangkok	Based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - NH ₃ (F)
EN0021	Bangkok	In-house method : STM 04-003 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - H (B)
EN0026	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - Cl (F)
EN0028	Bangkok	Calculation
EN0032	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - S ₂ (C, F)
EN0035	Bangkok	In-house method : STM 04-100 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500-Norg (D)
EN0039	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 3500 - Ca (B)
EN0045	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5210 B and part 4500 - O (C)
EN0048	Bangkok	In - house method : STM 04-014 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5520 B
EN0093	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 F
EN0099	Bangkok	In-house method : STM 04-010 based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 C
EN0102	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 2540 D
MC6009	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 9221 B
MC6012	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 9221 B,F
MC6020	Bangkok	Standard Methods for the Examination of Water and Wastewater, APHA, AWWA & WEF, 23rd ed., 2017, Part 9221 B, E
MC6035	Bangkok	In-house method based on Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, Part 9213 F
MC6037	Bangkok	In-house method : STM 01-054 based on Standard Methods for the Examination of Water and Wastewater, APHA, AWWA & WEF, 23rd ed., 2017, Part 9213 B

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- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
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- c) The Client must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by ALS.

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 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
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- c) **Client** means the entity to which the accompanying tender, quotation, letter, fax or email is addressed.
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- e) **Services** means the services described in the accompanying tender, quotation, letter, fax or email.
- f) **Consequential Loss** means loss or damage from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation loss of profits, loss of revenue, loss of production, loss or denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation, future reputation or publicity, damage to credit rating, loss of use, and indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties at the time of this Agreement.



Analysis Report CH2300014

Report Number : CH2300014-AA



TESTING
No.0009

Sub-Matrix: WASTEWATER

Client Sample ID

(Matrix: WATER)

Sub-Matrix: WASTEWATER						Client Sample ID		น้ำทิ้ง	----	----
(Matrix: WATER)						Sampling Date		Jun 06, 2023 04:00 PM	----	----
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		CH2300014-001	-----	-----
						MNRE 2548 Type A	MOPH 1/2550	Result	----	----
Chemical Parameters										
EN0045	Bangkok	BOD (5 days at 20°C)	----	2.0	mg/L	≤20	----	13 *	----	----
EN0048	Bangkok	Oil & Grease	----	3	mg/L	≤20	----	<3	----	----
EN0021	Bangkok	pH at 25°C	----	1.0	pH Unit	5-9	----	7.4	----	----
EN0032	Bangkok	Sulfides	----	0.5	mg/L	≤1	----	<0.5 *	----	----
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L	≤35	----	5.9	----	----
Physical and Aggregate Properties										
EN0093	Bangkok	Settleable Solids	----	0.1	mL/L/hr	≤0.5	----	<0.1 *	----	----
EN0099	Bangkok	Total Dissolved Solids at 103-105°C	----	5	mg/L	≤500	----	376	----	----
EN0102	Bangkok	Total Suspended Solids	----	5	mg/L	≤30	----	11	----	----

Terms and Conditions

GENERAL

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- b) This Agreement will be binding on the Client from the date the Agreement is accepted by the Client in writing, through the placement of an order for, or receipt of samples for analysis based upon this Agreement.

PROVISION OF SERVICES

- a) ALS will provide the Services by exercising the same degree of skill, care and diligence that would be exercised by professional service providers in similar circumstances.
- b) The Client acknowledges that it is the Client's sole responsibility to make its own assessment of the suitability for any purpose of the Services, detection limits and confidence intervals inherent in ALS's standard testing methodology, the ALS Report and its contents. All data and ALS Reports relate to the sample tested only.
- c) If the Client requires the Services to be performed by specific test method, or requires detection limits and/or confidence intervals different to those inherent in ALS's standard testing methodology, then the Client must advise ALS of such needs prior to submission of samples.
- d) The client must inform ALS prior to submitting samples should they require samples to be reported with Measurement of Uncertainty to meet with a certain regulatory compliance. ALS will not hold any obligation if this information is not communicated or disclosed to ALS prior to submission of samples.
- e) ALS may subcontract all or part of the Services and the Client consents to ALS disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.
- f) ALS reserves the right to develop methods internally and automatically insource any subcontracted analytical services listed in this Agreement upon achieving equivalent LORs, NATA accreditation and service levels.

FEES AND PAYMENT

- a) For Clients with an approved credit account, payment terms are 30 days from the date of invoice. For all other Clients, payment is due on receipt of samples by ALS, unless negotiated otherwise. Any such variance from the standard payment terms must be stipulated separately in writing in the Agreement.
- b) All prices quoted by ALS are exclusive of VAT unless stated otherwise. The Client must pay the amount of VAT specified in an invoice issued pursuant to A New Tax System (Value Added Tax) Act 2001.

LIMITATION OF LIABILITY

- a) To the full extent permitted by law, ALS excludes all warranties, terms, conditions or undertakings (Terms), whether expressed or implied, in relation to the Services, the ALS Report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included. However, to the full extent permitted by law, ALS's liability to the Client for any breach of any Terms that cannot be excluded by law is limited to ALS's option to the re-performance of the Services or the refund of the fee for the Services.
- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

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Analysis Report CH2300014

Report Number : CH2300014-AA



TESTING
No.0009

Sub-Matrix: PROCESS WATER

Client Sample ID

(Matrix: WATER)

Sub-Matrix: PROCESS WATER (Matrix: WATER)						Client Sample ID		น้ำสระว่ายน้ำ	----	----
Sampling Date								Jun 06, 2023 04:10 PM	----	----
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		CH2300014-002	-----	-----
						MNRE 2548 Type A	MOPH 1/2550	Result	----	----
Chemical Parameters										
EN0017	Bangkok	Ammonia Nitrogen	0.02	0.05	mg/L	----	≤20	Not Detected *	----	----
EN0039	Bangkok	Calcium Hardness as CaCO3	----	1	mg/L	----	----	94 *	----	----
EN0002	Bangkok	Chloride as Cl	0.06	0.2	mg/L	----	≤600	2220 *	----	----
EN0028	Bangkok	Combined Chlorine	----	0.1	mg/L	----	----	<0.1 *	----	----
EN0007	Bangkok	Cyanuric Acid	2	7	mg/L	----	30-60	17 *	----	----
EN0002	Bangkok	Nitrate as NO3	0.3	0.8	mg/L	----	----	15.9 *	----	----
EN0021	Bangkok	pH at 25°C	----	1.0	pH Unit	----	7.2-8.4	7.3 *	----	----
EN0026	Bangkok	Residual Free Chlorine	----	0.1	mg/L	----	0.6-1	6.3 *	----	----
Microbiological Parameters										
MC6009	Bangkok	Total Coliforms	----	----	MPN/100mL	----	<10	<1.1	----	----
MC6012	Bangkok	Escherichia coli	----	----	in 100mL	----	Not Detected	Not Detected	----	----
MC6020	Bangkok	Fecal Coliforms	----	----	in 100mL	----	Not Detected	Not Detected	----	----
MC6035	Bangkok	Pseudomonas aeruginosa	----	----	in 100mL	----	Not Detected	Not Detected *	----	----
MC6037	Bangkok	Staphylococcus aureus	----	----	in 100mL	----	Not Detected	Not Detected	----	----

Guideline: MNRE 2548 Type A: Building: Notification of The Ministry of Natural Resources and Environment on Effluent from building Type A (Guideline for TDS are in addition to the TDS of the water used not more than 500 mg/L)

MOPH 1/2550: Recommendations of The Public Health Committee on Swimming Pool Operations

Comment: The laboratory has been accepted as an accredited laboratory complying with the ISO/IEC 17025.

Sampling is not included in scope of accreditation ISO/IEC 17025

Key: ° LOD : Limit of Detection

° "<" : Lower than LOQ (Limit of Quantitation) / LOR (Limit of Reporting)

° Result(s) marked * is/are not included in scope of Accreditation ISO/IEC 17025.

Terms and Conditions

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- d) **Confidential Information** means all information in relation to a disclosing party, its business, operations, products, processes, customers, suppliers or contractors which is or might reasonably be considered by the disclosing party to be confidential, including all technical data, formulae, specifications, diagrams, plans, drawings, sketches, designs, business plans and reports, business methods and systems, business records, production information, unpublished financial accounts and reports, discount and supply agreements, subcontractor lists, customer lists, except to the extent that such information is lawfully in the public domain.
- e) **Services** means the services described in the accompanying tender, quotation, letter, fax or email.
- f) **Consequential Loss** means loss or damage from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation loss of profits, loss of revenue, loss of production, loss or denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation, future reputation or publicity, damage to credit rating, loss of use, and indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties at the time of this Agreement.



Analysis Report CH2300014

Report Number : CH2300014-AA



TESTING
No.0009

----- END OF REPORT -----

Terms and Conditions

GENERAL

- a) ALS will provide the Services described in the accompanying tender, quotation, or email to the Client, which together with these terms and conditions will hereafter be called the 'Agreement'.
- b) This Agreement will be binding on the Client from the date the Agreement is accepted by the Client in writing, through the placement of an order for, or receipt of samples for analysis based upon this Agreement.

PROVISION OF SERVICES

- a) ALS will provide the Services by exercising the same degree of skill, care and diligence that would be exercised by professional service providers in similar circumstances.
- b) The Client acknowledges that it is the Client's sole responsibility to make its own assessment of the suitability for any purpose of the Services, detection limits and confidence intervals inherent in ALS's standard testing methodology, the ALS Report and its contents. All data and ALS Reports relate to the sample tested only.
- c) If the Client requires the Services to be performed by specific test method, or requires detection limits and/or confidence intervals different to those inherent in ALS's standard testing methodology, then the Client must advise ALS of such needs prior to submission of samples.
- d) The client must inform ALS prior to submitting samples should they require samples to be reported with Measurement of Uncertainty to meet with a certain regulatory compliance. ALS will not hold any obligation if this information is not communicated or disclosed to ALS prior to submission of samples.
- e) ALS may subcontract all or part of the Services and the Client consents to ALS disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.
- f) ALS reserves the right to develop methods internally and automatically insource any subcontracted analytical services listed in this Agreement upon achieving equivalent LORs, NATA accreditation and service levels.

FEES AND PAYMENT

- a) For Clients with an approved credit account, payment terms are 30 days from the date of invoice. For all other Clients, payment is due on receipt of samples by ALS, unless negotiated otherwise. Any such variance from the standard payment terms must be stipulated separately in writing in the Agreement.
- b) All prices quoted by ALS are exclusive of VAT unless stated otherwise. The Client must pay the amount of VAT specified in an invoice issued pursuant to A New Tax System (Value Added Tax) Act 2001.

LIMITATION OF LIABILITY

- a) To the full extent permitted by law, ALS excludes all warranties, terms, conditions or undertakings (Terms), whether expressed or implied, in relation to the Services, the ALS Report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included. However, to the full extent permitted by law, ALS's liability to the Client for any breach of any Terms that cannot be excluded by law is limited to ALS's option to the re-performance of the Services or the refund of the fee for the Services.
- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
 - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
 - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
 - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

CLIENTS OBLIGATIONS

- a) The Client will ensure that all personnel, information, samples, access to site facilities, assistance, records, documentation and facilities needed by ALS to perform the Services, are available when reasonably required by ALS.
- b) The Client will give written notice to ALS of all known safety or health hazards and special procedures applicable to the performance of the Services, and the safe handling, testing, storage, transport and disposal of samples submitted to ALS (including whether or not the disposal of samples may cause contamination) or the Client's facilities or infrastructure in which ALS is partly or wholly performing the Services. ALS may in its absolute discretion, refuse to provide part or all of the Services where it determines that the provision of part or all of the Services may pose a health or safety hazard.
- c) The Client must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by ALS.

INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- a) All ALS IP will remain the property of ALS. ALS grants to the Client a world-wide, non-exclusive, royalty free license to use ALS IP for the purpose agreed to between the Client and ALS to the extent that it is needed for the enjoyment and benefit of the Services.

- b) Neither ALS nor the Client will disclose Confidential Information of the other party to any third party without the prior written consent of the other party, unless required by law or the rules of a relevant stock exchange. ALS and the Client will only use Confidential Information of the other party for the purpose of the supply of the Services.
- c) Any report, findings, results, statement, certification issued by ALS (**ALS Report**) is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client. The Client will indemnify and hold harmless ALS, its officers, employees, agents and subcontractors for any claim whatsoever in relation to any ALS Report arising from unclear, erroneous, incomplete, misleading or false information provided to ALS; or arising from any incorrect or defective materials or samples provided to ALS.
- d) Each ALS Report is:
 - i) issued using detection limits and confidence intervals inherent in ALS's testing methodology;
 - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
 - iii) solely for the benefit of the Client, its officers and employees; and
 - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

TERMINATION

- a) ALS may suspend or terminate its obligations under this Agreement if (a) monies payable to ALS by the client are outstanding 60 days or more (unless otherwise agreed) after the date of invoice, (b) other substantial breach by the Client of their obligations under the Agreement, which breach is not remedied within 30 days of written notice the breach to be remedied, or (c) by giving the Client 60 days written notice of ALS's intention to terminate.
- b) The Client may terminate its obligations under this Agreement in the event of a substantial breach by ALS of its obligations under the Agreement, which breach has not been remedied within 30 days of written notice to ALS.
- c) If ALS, acting reasonably, suspects that the Client is insolvent or is having difficulties paying its debts as and when they become due, or the Client is insolvent, ALS may give written notice to the Client of ALS's intention to immediately suspend or terminate its obligations under this Agreement.
- d) In the event of termination, ALS is entitled to be paid for all work performed before the date of termination and for any unavoidable commitments entered into by ALS before the date of termination.

MISCELLANEOUS

- a) Any provision of this Agreement that is illegal, invalid or unenforceable will be severed to the extent that it is illegal, invalid or unenforceable, with the remainder of the Agreement continuing in full force.
- b) This Agreement is governed by the law of the state or territory in which the Services are provided, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.

DEFINITIONS

- a) **ALS** means ALS Laboratory Group (Thailand) Co., Ltd. Registration No. 0105540004859, and each of its related bodies corporate (as defined in the Civil and Commercial Code).
- b) **ALS IP** means all intellectual property and proprietary rights (whether registered or unregistered) owned by ALS prior to performance of the Services, developed by ALS in performance of the Services, or developed by ALS outside of, or after, performance of the Services, and without limitation includes business names, trade or service marks, any patent to have information (including confidential information) kept confidential, patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, databases, know-how, logos, designs, design rights, copyright and similar industrial or intellectual property rights.
- c) **Client** means the entity to which the accompanying tender, quotation, letter, fax or email is addressed.
- d) **Confidential Information** means all information in relation to a disclosing party, its business, operations, products, processes, customers, suppliers or contractors which is or might reasonably be considered by the disclosing party to be confidential, including all technical data, formulae, specifications, diagrams, plans, drawings, sketches, designs, business plans and reports, business methods and systems, business records, production information, unpublished financial accounts and reports, discount and supply agreements, subcontractor lists, customer lists, except to the extent that such information is lawfully in the public domain.
- e) **Services** means the services described in the accompanying tender, quotation, letter, fax or email.
- f) **Consequential Loss** means loss or damage from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation loss of profits, loss of revenue, loss of production, loss or denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation, future reputation or publicity, damage to credit rating, loss of use, and indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties at the time of this Agreement.

ภาคผนวก ง

กฎหมายที่เกี่ยวข้อง

ประกาศกระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อม

เรื่อง กำหนดมาตรฐานควบคุมการระบายน้ำทิ้ง

จากอาคารบางประเภทและบางขนาด

โดยที่ได้มีการปฏิรูประบบราชการโดยให้มีการจัดตั้งกระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อมขึ้นมา และให้โอนภารกิจของกระทรวงวิทยาศาสตร์ เทคโนโลยีและสิ่งแวดล้อม ในส่วนที่เกี่ยวข้องกับพระราชบัญญัติส่งเสริมและรักษาคุณภาพสิ่งแวดล้อมแห่งชาติ พ.ศ. ๒๕๓๕ ไปเป็นของกระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อม ประกอบกับเป็นการสมควรให้คณะกรรมการควบคุมมลพิษ เป็นผู้พิจารณาเห็นชอบกับวิธีการตรวจหาค่ามาตรฐานการระบายน้ำทิ้ง นอกเหนือจากวิธีการที่กำหนดไว้ แทนกรมควบคุมมลพิษ จึงสมควรแก้ไขปรับปรุงประกาศกระทรวงวิทยาศาสตร์ เทคโนโลยีและสิ่งแวดล้อม เรื่อง กำหนดมาตรฐานควบคุมการระบายน้ำทิ้งจากอาคารบางประเภทและบางขนาด

อาศัยอำนาจตามความในมาตรา ๕๕ แห่งพระราชบัญญัติส่งเสริมและรักษาคุณภาพสิ่งแวดล้อมแห่งชาติ พ.ศ. ๒๕๓๕ แก้ไขโดยมาตรา ๑๑๔ แห่งพระราชกฤษฎีกาแก้ไขบทบัญญัติให้สอดคล้องกับการโอนอำนาจหน้าที่ของส่วนราชการ ให้เป็นไปตามพระราชบัญญัติปรับปรุงกระทรวง ทบวง กรม พ.ศ. ๒๕๔๕ พ.ศ. ๒๕๔๕ อันเป็นพระราชบัญญัติที่มีบทบัญญัติบางประการเกี่ยวกับการจำกัดสิทธิและเสรีภาพของบุคคล ซึ่งมาตรา ๒๕ ประกอบกับมาตรา ๓๕ มาตรา ๔๘ มาตรา ๕๐ และมาตรา ๕๑ ของรัฐธรรมนูญแห่งราชอาณาจักรไทยบัญญัติให้กระทำได้ โดยอาศัยอำนาจตามบทบัญญัติแห่งกฎหมาย รัฐมนตรีว่าการกระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อม โดยคำแนะนำของคณะกรรมการควบคุมมลพิษ และโดยความเห็นชอบของคณะกรรมการสิ่งแวดล้อมแห่งชาติ จึงออกประกาศไว้ ดังต่อไปนี้

ข้อ ๑ ให้ยกเลิกประกาศกระทรวงวิทยาศาสตร์ เทคโนโลยีและสิ่งแวดล้อม เรื่อง กำหนดมาตรฐานควบคุมการระบายน้ำทิ้งจากอาคารบางประเภทและบางขนาด ลงวันที่ ๑๐ มกราคม พ.ศ. ๒๕๓๗

ข้อ ๒ ในประกาศนี้

“อาคาร” หมายความว่า อาคารที่ก่อสร้างขึ้น ไม่ว่าจะมิลักษณะเป็นอาคารหลังเดียว หรือเป็นกลุ่มของอาคารซึ่งตั้งอยู่ภายในพื้นที่ซึ่งเป็นบริเวณเดียวกัน และไม่ว่าจะมีท่อระบายน้ำท่อเดียว หรือมีหลายท่อที่เชื่อมติดต่อกันระหว่างอาคารหรือไม่ก็ตาม ซึ่งได้แก่

(๑) อาคารชุด ตามกฎหมายว่าด้วยอาคารชุด

(๒) โรงแรม ตามกฎหมายว่าด้วยโรงแรม

- (๓) หอพัก ตามกฎหมายว่าด้วยหอพัก
- (๔) สถานบริการประเภทสถานอาบน้ำ นวดหรืออบตัว ซึ่งมีผู้ให้บริการแก่ลูกค้า ตามกฎหมายว่าด้วยสถานบริการ
- (๕) โรงพยาบาลของทางราชการหรือสถานพยาบาล ตามกฎหมายว่าด้วยสถานพยาบาล
- (๖) อาคารโรงเรียนเอกชน ตามกฎหมายว่าด้วยโรงเรียนเอกชน โรงเรียนของทางราชการ อาคารสถาบันอุดมศึกษาของเอกชน ตามกฎหมายว่าด้วยสถาบันอุดมศึกษาของเอกชนและสถาบันอุดมศึกษาของทางราชการ
- (๗) อาคารที่ทำการของทางราชการ รัฐวิสาหกิจ หรือองค์การระหว่างประเทศและของเอกชน
- (๘) อาคารของศูนย์การค้าหรือห้างสรรพสินค้า
- (๙) ตลาด ตามกฎหมายว่าด้วยการสาธารณสุข แต่ไม่รวมถึง ท่าเทียบเรือประมง สะพานปลา หรือกิจการแพปลา
- (๑๐) กัฏดาการหรือร้านอาหาร
- “น้ำทิ้ง” หมายความว่า น้ำเสียที่ผ่านระบบบำบัดน้ำเสียแล้วจนเป็นไปตามมาตรฐานควบคุมการระบายน้ำทิ้งตามที่กำหนดไว้ในประกาศนี้
- ข้อ ๓ ให้แบ่งประเภทของอาคารตามข้อ ๒ ออกเป็น ๕ ประเภท คือ
- (๑) อาคารประเภท ก.
- (๒) อาคารประเภท ข.
- (๓) อาคารประเภท ค.
- (๔) อาคารประเภท ง.
- (๕) อาคารประเภท จ.
- ข้อ ๔ อาคารประเภท ก. หมายความว่า อาคารดังต่อไปนี้
- (๑) อาคารชุดที่มีจำนวนห้องสำหรับใช้เป็นที่อยู่อาศัยรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคาร ตั้งแต่ ๕๐๐ ห้องนอนขึ้นไป
- (๒) โรงแรมที่มีจำนวนห้องสำหรับใช้เป็นห้องพักรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคาร ตั้งแต่ ๒๐๐ ห้องขึ้นไป
- (๓) โรงพยาบาลของทางราชการ รัฐวิสาหกิจหรือสถานพยาบาล ตามกฎหมายว่าด้วยสถานพยาบาล ที่มีเตียงสำหรับผู้ป่วยไว้ค้างคืนรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๓๐ เตียงขึ้นไป

(๔) อาคารโรงเรียนเอกชน โรงเรียนของทางราชการ สถาบันอุดมศึกษาของเอกชน หรือสถาบันอุดมศึกษาของทางราชการที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๒๕,๐๐๐ ตารางเมตรขึ้นไป

(๕) อาคารที่ทำการของทางราชการ รัฐวิสาหกิจ องค์การระหว่างประเทศ หรือของเอกชน ที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๕๕,๐๐๐ ตารางเมตรขึ้นไป

(๖) อาคารของศูนย์การค้าหรือห้างสรรพสินค้าที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๒๕,๐๐๐ ตารางเมตรขึ้นไป

(๗) ตลาดที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๒,๕๐๐ ตารางเมตรขึ้นไป

(๘) กัดดาการหรือร้านอาหารที่มีพื้นที่ให้บริการรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๒,๕๐๐ ตารางเมตรขึ้นไป

ข้อ ๕ อาคารประเภท ข. หมายความว่า อาคารดังต่อไปนี้

(๑) อาคารชุดที่มีจำนวนห้องสำหรับใช้เป็นที่อยู่อาศัยรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคารตั้งแต่ ๑๐๐ ห้องนอน แต่ไม่ถึง ๕๐๐ ห้องนอน

(๒) โรงแรมที่มีจำนวนห้องสำหรับใช้เป็นห้องพักรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคารตั้งแต่ ๖๐ ห้อง แต่ไม่ถึง ๒๐๐ ห้อง

(๓) หอพักที่มีจำนวนห้องสำหรับใช้เป็นที่อยู่อาศัยรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคารตั้งแต่ ๒๕๐ ห้องขึ้นไป

(๔) สถานบริการที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคารตั้งแต่ ๕,๐๐๐ ตารางเมตรขึ้นไป

(๕) โรงพยาบาลของทางราชการ รัฐวิสาหกิจ หรือสถานพยาบาล ตามกฎหมายว่าด้วยสถานพยาบาล ที่มีเตียงสำหรับผู้ป่วยไว้ค้างคืนรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๑๐ เตียง แต่ไม่ถึง ๓๐ เตียง

(๖) อาคารโรงเรียนเอกชน โรงเรียนของทางราชการ สถาบันอุดมศึกษาของเอกชน หรือสถาบันอุดมศึกษาของทางราชการที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๕,๐๐๐ ตารางเมตร แต่ไม่ถึง ๒๕,๐๐๐ ตารางเมตร

(๓) อาคารที่ทำการของทางราชการ รัฐวิสาหกิจ องค์การระหว่างประเทศ หรือของเอกชน ที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๑๐,๐๐๐ ตารางเมตร แต่ไม่ถึง ๕๕,๐๐๐ ตารางเมตร

(๔) อาคารของศูนย์การค้าหรือห้างสรรพสินค้าที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๕,๐๐๐ ตารางเมตร แต่ไม่ถึง ๒๕,๐๐๐ ตารางเมตร

(๕) ตลาดที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๑,๕๐๐ ตารางเมตร แต่ไม่ถึง ๒,๕๐๐ ตารางเมตร

(๑๐) กิตติาคารหรือร้านอาหารที่มีพื้นที่ให้บริการรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคาร ตั้งแต่ ๕๐๐ ตารางเมตร แต่ไม่ถึง ๒,๕๐๐ ตารางเมตร

ข้อ ๖ อาคารประเภท ก. หมายความว่า อาคารดังต่อไปนี้

(๑) อาคารชุดที่มีจำนวนห้องสำหรับใช้เป็นที่อยู่อาศัยรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคาร ไม่ถึง ๑๐๐ ห้องนอน

(๒) โรงแรมที่มีจำนวนห้องสำหรับใช้เป็นที่อยู่อาศัยรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคาร ไม่ถึง ๖๐ ห้อง

(๓) หอพักที่มีจำนวนห้องสำหรับใช้เป็นที่อยู่อาศัยรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคาร ตั้งแต่ ๕๐ ห้อง แต่ไม่ถึง ๒๕๐ ห้อง

(๔) สถานบริการที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคารตั้งแต่ ๑,๐๐๐ ตารางเมตร แต่ไม่ถึง ๕,๐๐๐ ตารางเมตร

(๕) อาคารที่ทำการของทางราชการ รัฐวิสาหกิจ องค์การระหว่างประเทศ หรือของเอกชน ที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๕,๐๐๐ ตารางเมตร แต่ไม่ถึง ๑๐,๐๐๐ ตารางเมตร

(๖) ตลาดที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคารหรือกลุ่มของอาคารตั้งแต่ ๑,๐๐๐ ตารางเมตร แต่ไม่ถึง ๑,๕๐๐ ตารางเมตร

(๗) กิตติาคารหรือร้านอาหารที่มีพื้นที่ให้บริการรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคาร ตั้งแต่ ๒๕๐ ตารางเมตร แต่ไม่ถึง ๕๐๐ ตารางเมตร

ข้อ ๗ อาคารประเภท ง. หมายความว่า อาคารดังต่อไปนี้

(๑) หอพักที่มีจำนวนห้องสำหรับใช้เป็นที่อยู่อาศัยรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคาร ตั้งแต่ ๑๐ ห้อง แต่ไม่ถึง ๕๐ ห้อง

(๒) ตลาดที่มีพื้นที่ใช้สอยรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคารตั้งแต่ ๕๐๐ ตารางเมตร แต่ไม่ถึง ๑,๐๐๐ ตารางเมตร

(๓) กัฏาคารหรือร้านอาหารที่มีพื้นที่ให้บริการรวมกันทุกชั้นของอาคาร หรือกลุ่มของอาคาร ตั้งแต่ ๑๐๐ ตารางเมตร แต่ไม่ถึง ๒๕๐ ตารางเมตร

ข้อ ๘ อาคารประเภท จ. หมายความว่า กัฏาคารหรือร้านอาหารที่มีพื้นที่ให้บริการรวมกันทุกชั้นไม่ถึง ๑๐๐ ตารางเมตร

ข้อ ๙ มาตรฐานควบคุมการระบายน้ำทิ้งจากอาคาร ประเภท ก. ต้องมีค่าดังต่อไปนี้

(๑) ความเป็นกรดและด่าง (PH) ต้องมีค่าระหว่าง ๕-๙

(๒) บีโอดี (BOD) ต้องมีค่าไม่เกิน ๒๐ มิลลิกรัมต่อลิตร

(๓) สารแขวนลอย (Suspended Solids) ต้องมีค่าไม่เกิน ๓๐ มิลลิกรัมต่อลิตร

(๔) ซัลไฟด์ (Sulfide) ต้องมีค่าไม่เกิน ๑.๐ มิลลิกรัมต่อลิตร

(๕) สารที่ละลายได้ทั้งหมด (Total Dissolved Solids) ต้องมีค่าเพิ่มขึ้นจากปริมาณสารละลายในน้ำใช้ตามปกติไม่เกิน ๕๐๐ มิลลิกรัมต่อลิตร

(๖) ตะกอนหนัก (Settleable Solids) ต้องมีค่าไม่เกิน ๐.๕ มิลลิกรัมต่อลิตร

(๗) น้ำมันและไขมัน (Fat Oil and Grease) ต้องมีค่าไม่เกิน ๒๐ มิลลิกรัมต่อลิตร

(๘) ทีเคเอ็น (TKN) ต้องมีค่าไม่เกิน ๓๕ มิลลิกรัมต่อลิตร

ข้อ ๑๐ มาตรฐานควบคุมการระบายน้ำทิ้งจากอาคาร ประเภท ข. ต้องเป็นไปตามข้อ ๙ เว้นแต่

(๑) บีโอดี ต้องมีค่าไม่เกิน ๓๐ มิลลิกรัมต่อลิตร

(๒) สารแขวนลอย ต้องมีค่าไม่เกิน ๔๐ มิลลิกรัมต่อลิตร

ข้อ ๑๑ มาตรฐานควบคุมการระบายน้ำทิ้งจากอาคาร ประเภท ค. ต้องเป็นไปตามข้อ ๙ เว้นแต่

(๑) บีโอดี ต้องมีค่าไม่เกิน ๔๐ มิลลิกรัมต่อลิตร

(๒) สารแขวนลอย ต้องมีค่าไม่เกิน ๕๐ มิลลิกรัมต่อลิตร

(๓) ซัลไฟด์ ต้องมีค่าไม่เกิน ๓.๐ มิลลิกรัมต่อลิตร

(๔) ค่าทีเคเอ็น ต้องมีค่าไม่เกิน ๔๐ มิลลิกรัมต่อลิตร

ข้อ ๑๒ มาตรฐานควบคุมการระบายน้ำทิ้งจากอาคาร ประเภท ง. ต้องเป็นไปตามข้อ ๘
เว้นแต่

(๑) บีโอดี ต้องมีค่าไม่เกิน ๕๐ มิลลิกรัมต่อลิตร

(๒) สารแขวนลอย ต้องมีค่าไม่เกิน ๕๐ มิลลิกรัมต่อลิตร

(๓) ซัลไฟด์ ต้องมีค่าไม่เกิน ๔.๐ มิลลิกรัมต่อลิตร

(๔) ค่าทีเคเอ็น ต้องมีค่าไม่เกิน ๔๐ มิลลิกรัมต่อลิตร

ข้อ ๑๓ มาตรฐานควบคุมการระบายน้ำทิ้งจากอาคาร ประเภท จ. ต้องมีค่าดังต่อไปนี้

(๑) ความเป็นกรดและด่างต้องมีค่าระหว่าง ๕-๙

(๒) บีโอดี ต้องมีค่าไม่เกิน ๒๐๐ มิลลิกรัมต่อลิตร

(๓) สารแขวนลอย ต้องมีค่าไม่เกิน ๖๐ มิลลิกรัมต่อลิตร

(๔) น้ำมันและไขมัน ต้องมีค่าไม่เกิน ๑๐๐ มิลลิกรัมต่อลิตร

ข้อ ๑๔ การตรวจสอบมาตรฐานการระบายน้ำทิ้งจากอาคาร ให้ใช้วิธีการดังต่อไปนี้

(๑) การตรวจสอบค่าความเป็นกรดและด่างให้กระทำโดยใช้เครื่องวัดความเป็นกรดและด่าง
ของน้ำ (PH Meter)

(๒) การตรวจสอบค่าบีโอดีให้กระทำโดยใช้วิธีการอะไซด์โมดิฟิเคชัน (Azide Modification)
ที่อุณหภูมิ ๒๐ องศาเซลเซียส เป็นเวลา ๕ วัน ติดต่อกันหรือวิธีการอื่นที่คณะกรรมการควบคุมมลพิษ
ให้ความเห็นชอบ

(๓) การตรวจสอบค่าสารแขวนลอยให้กระทำโดยใช้วิธีการกรองผ่านกระดาษกรองใยแก้ว
(Glass Fibre Filter Disc)

(๔) การตรวจสอบค่าซัลไฟด์ให้กระทำโดยใช้วิธีการไตเตรท (Titrate)

(๕) การตรวจสอบค่าสารที่ละลายได้ทั้งหมดให้กระทำโดยใช้วิธีการระเหยแห้งระหว่างอุณหภูมิ
๑๐๓ องศาเซลเซียส ถึงอุณหภูมิ ๑๐๕ องศาเซลเซียส ในเวลา ๑ ชั่วโมง

(๖) การตรวจสอบค่าตะกอนหนักให้กระทำโดยใช้วิธีการกรวยอิมฮอฟฟ์ (Imhoff cone)
ขนาดบรรจุ ๑,๐๐๐ ลูกบาศก์เซนติเมตร ในเวลา ๑ ชั่วโมง

(๓) การตรวจสอบค่าน้ำมันและไขมันให้กระทำโดยใช้วิธีการสกัดด้วยตัวทำละลาย แล้วแยกหาน้ำหนักของน้ำมันและไขมัน

(๔) การตรวจสอบค่าที่เคเอ็นให้กระทำโดยใช้วิธีการเจลดาคัล (Kjeldahl)

ข้อ ๑๕ การคิดคำนวณพื้นที่ใช้สอย จำนวนอาคารและจำนวนห้องของอาคาร หรือกลุ่มของอาคาร ให้เป็นไปตามวิธีการที่คณะกรรมการควบคุมมลพิษกำหนด โดยประกาศในราชกิจจานุเบกษา

ข้อ ๑๖ วิธีการเก็บตัวอย่างน้ำ ความถี่ และระยะเวลาในการเก็บตัวอย่างน้ำ ให้เป็นไปตามที่คณะกรรมการควบคุมมลพิษกำหนด โดยประกาศในราชกิจจานุเบกษา

ข้อ ๑๗ ประกาศนี้ให้ใช้บังคับตั้งแต่วันถัดจากวันประกาศในราชกิจจานุเบกษาเป็นต้นไป

ประกาศ ณ วันที่ ๗ พฤศจิกายน พ.ศ. ๒๕๔๘

ยงยุทธ ดิยะไพรัช

รัฐมนตรีว่าการกระทรวงทรัพยากรธรรมชาติและสิ่งแวดล้อม

คำแนะนำของคณะกรรมการสาธารณสุข

ฉบับที่ 1 / 2550

เรื่อง การควบคุมการประกอบกิจการสระว่ายน้ำ หรือกิจการอื่นๆ ในทำนองเดียวกัน

การประกอบกิจการสระว่ายน้ำ หรือกิจการอื่นๆ ในทำนองเดียวกัน เป็นกิจการที่
ถูกควบคุมในลักษณะที่เป็นกิจการที่เป็นอันตรายต่อสุขภาพ ตามมาตรา 31 แห่งพระราชบัญญัติการ
สาธารณสุข พ.ศ. 2535 ซึ่งการประกอบกิจการนี้เป็นแหล่งที่ผู้ใช้บริการเข้ามาชุมนุมอยู่ร่วมกันใน
สระว่ายน้ำ สวนน้ำ สวนสนุกที่มีลักษณะเช่นเดียวกับสระว่ายน้ำ อันอาจก่อให้เกิดผลกระทบต่อ
สุขภาพของประชาชน เนื่องจากการก่อสร้างสระว่ายน้ำ หรือกิจการอื่นๆ ในทำนองเดียวกันเพิ่ม
มากขึ้น ทั้งสโมสร สมาคม สถานศึกษา สวนสนุก และชุมชนในท้องถิ่นทั่วไป ซึ่งถ้าสระว่ายน้ำ
เหล่านี้ขาดการดูแลและบำรุงรักษาตามหลักสุขาภิบาล การอนามัยสิ่งแวดล้อม การดูแลคุณภาพน้ำ
รวมทั้งมาตรการด้านความปลอดภัยอย่างถูกต้อง สระว่ายน้ำอาจกลายเป็นแหล่งแพร่เชื้อโรคต่างๆ
ได้ เช่น โรคเยื่อตาอักเสบ หูอักเสบ โรคผิวหนัง โรคระบบทางเดินหายใจ โรคระบบทางเดิน
อาหาร รวมทั้งโรคไม่ติดเชื้อมีผลมาจากการใช้สารเคมี เช่น อาการผิวหนังเนื่องจากแพ้
สารเคมี อาการเจ็บคอ ไอ แน่นหน้าอก อาการคลื่นไส้อาเจียน เนื่องจากแพ้สารเคมี นอกจากนั้น
ยังรวมถึงอุบัติเหตุต่างๆ ด้วย

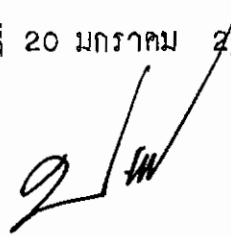
อาศัยอำนาจตามความในมาตรา 10(3) แห่งพระราชบัญญัติการสาธารณสุข พ.ศ.
2535 คณะกรรมการสาธารณสุขจึงได้มีมติในคราวการประชุมครั้งที่ 43-3/2549 เมื่อวันที่ 27
มิถุนายน 2549 เห็นชอบให้ออกคำแนะนำแก่ราชการส่วนท้องถิ่นในการออกข้อกำหนดท้องถิ่น
เกี่ยวกับหลักเกณฑ์ในการควบคุมกำกับดูแลการประกอบกิจการสระว่ายน้ำหรือกิจการอื่นๆ ใน
ทำนองเดียวกัน ดังต่อไปนี้

ข้อ 1 กรณีที่ในเขตราชการส่วนท้องถิ่นใด มีการประกอบกิจการสระว่ายน้ำและ
กิจการอื่นๆ ในทำนองเดียวกัน ราชการส่วนท้องถิ่นนั้นอาจออกข้อกำหนดของท้องถิ่นกำหนดให้
กิจการดังกล่าว เป็นกิจการที่ต้องควบคุมในท้องถิ่นนั้นได้ ตามมาตรา 32 (1) แห่งพระราชบัญญัติ
การสาธารณสุข พ.ศ. 2535

ข้อ 2 เพื่อประโยชน์ในการควบคุมหรือกำกับดูแลสถานประกอบการระบายน้ำหรือกิจการอื่นๆ ในทำนองเดียวกัน ราชการส่วนท้องถิ่นอาจพิจารณาออกข้อกำหนดของท้องถิ่น กำหนดหลักเกณฑ์ และเงื่อนไขทั่วไป ให้ผู้ดำเนินการปฏิบัติเกี่ยวกับสภาพหรือคุณลักษณะของสถานที่ที่ใช้ในการประกอบการ และมาตรการป้องกันอันตรายต่อสุขภาพ ตามมาตรา 32(2) แห่งพระราชบัญญัติการสาธารณสุข พ.ศ. 2535 ตามหลักเกณฑ์ด้านคุณลักษณะในการควบคุมการประกอบการระบายน้ำหรือกิจการอื่นๆ ในทำนองเดียวกันที่แนบมาพร้อมนี้

ข้อ 3 กรณีที่ราชการส่วนท้องถิ่นได้ออกข้อกำหนดของท้องถิ่นว่าด้วยการประกอบการระบายน้ำหรือกิจการอื่นๆ ในทำนองเดียวกัน ควรจัดให้มีการประชาสัมพันธ์ และประชุมชี้แจงข้อกำหนดของท้องถิ่นดังกล่าวเพื่อให้ผู้ประกอบการได้ทราบโดยทั่วกันด้วย ทั้งนี้ เพื่อประโยชน์ในการบังคับใช้ต่อไป

ให้ไว้ ณ วันที่ 20 มกราคม 2550



(นายปราชญ์ บุญขวงค์วิโรจน์)

ปลัดกระทรวงสาธารณสุข

หลักเกณฑ์ด้านสุขลักษณะ

ในการควบคุมการประกอบกิจการสระว่ายน้ำ หรือกิจการอื่นๆในทำนองเดียวกัน

คำแนะนำนี้ให้ใช้กับกิจการสระว่ายน้ำที่เป็นบริการสาธารณะ(Public swimming pool) เช่น กิจการสระว่ายน้ำที่ให้บริการแก่ประชาชนโดยทั่วไป ซึ่งรวมถึงสระว่ายน้ำที่เป็นสวนน้ำ สวนสนุก ที่มีลักษณะเช่นเดียวกับสระว่ายน้ำที่ให้บริการในลักษณะเพื่อการค้า และสระว่ายน้ำที่เปิดให้บริการสาธารณะที่มีใช้การค้าแต่เพื่อสวัสดิการ เช่น สระว่ายน้ำที่ราชการส่วนท้องถิ่นจัดไว้เพื่อสาธารณะประโยชน์ รวมทั้ง สระว่ายน้ำที่เป็นของสโมสรของโรงงานที่บริการเฉพาะพนักงาน หรือหน่วยงานองค์กรที่บริการในกลุ่มเฉพาะ ยกเว้นสระว่ายน้ำส่วนบุคคลหรือที่มีได้ให้บริการแก่สาธารณะ

1. สถานที่ตั้ง

1.1 สถานที่ตั้ง ควรห่างจากแหล่งซึ่งอาจทำให้เกิดการปนเปื้อนน้ำในสระว่ายน้ำ เช่น สถานที่เลี้ยงสัตว์ สถานที่ทิ้งหรือรวบรวมมูลฝอย เป็นต้น

1.2 ควรมีรั้วหรือกำแพงเพื่อสุขอนามัยและความปลอดภัยของผู้ใช้บริการ และเพื่อป้องกันไม่ให้บุคคลภายนอกที่ไม่ได้รับอนุญาตไปใช้สระว่ายน้ำ ในช่วงที่ไม่เปิดให้บริการ รวมทั้งป้องกันสัตว์เข้ามาในบริเวณสระว่ายน้ำ

1.3 สถานที่ตั้งและบริเวณของสระว่ายน้ำ รวมทั้งระบบสาธารณูปโภคต้องอยู่ในที่น้ำท่วมไม่ถึง พื้นดินแข็งแรงไม่ทรุดง่าย อยู่ในบริเวณที่มีไฟฟ้า และน้ำประปาเพียงพอ มีทางเข้าออกสะดวก

2. สระว่ายน้ำและอาคารประกอบ

2.1 โครงสร้างสระว่ายน้ำ ควรสร้างด้วยคอนกรีตเสริมเหล็ก หรือวัสดุที่มีความมั่นคงแข็งแรง น้ำซึมไม่ได้ ผนังเรียบ อยู่ในสภาพดี และทำความสะอาดง่าย

2.2 ต้องมีรางระบายน้ำล้นมีฝาปิดรอบสระว่ายน้ำ มีความกว้าง 30-40 เซนติเมตร ไม่เป็นสนิม แข็งแรง ทำความสะอาดง่าย อยู่ในสภาพดี และไม่มีน้ำล้นออกจากราง

2.3 ต้องมีอุปกรณ์ เครื่องมือสำหรับใช้ทำความสะอาดสระว่ายน้ำ ได้แก่ เครื่องดูดตะกอน แปรงขัดสระชนิดลวดทองเหลืองและพลาสติก รวมทั้งตะแกรงข้อนวัสดุแขวนลอย

2.4 ต้องมีที่ว่างสำหรับใช้เป็นทางเดินรอบสระว่ายน้ำ มีความกว้างไม่น้อยกว่า 1.20 เมตร ไม่ลื่น ไม่มีน้ำขัง ทำความสะอาดง่าย

2.5 กรณีที่สระว่ายน้ำได้มีการใช้ระบบการไหลเวียนน้ำเป็นแบบระบบสกินเมอร์ ควรต้องมีข้อกำหนดเกี่ยวกับการป้องกันอันตรายจากระบบนี้ด้วย

2.6 ความลึกของน้ำ มีป้ายบอกความลึกหรือเลขบอกระดับความลึกที่สามารถมองเห็นได้ชัดเจน ในกรณีที่สระว่ายน้ำนั้นมีความลึกตั้งแต่ 1.5 เมตรขึ้นไป โดยมีตัวเลขแสดงความลึกเป็นระยะๆ อย่างน้อย 3 ระยะ

2.7 ต้องจัดให้มีแสงสว่างเพียงพอทั่วบริเวณสระว่ายน้ำ เพื่อให้มองเห็นได้ชัดเจน ในกรณีที่มีการเปิดใช้สระในเวลากลางคืน

2.8 อาคารประกอบทำด้วยวัสดุมั่นคงแข็งแรง พื้นเรียบ ไม่ลื่น ไม่ดูดซึมน้ำ ทำความสะอาดง่าย พื้นลาดเอียงเล็กน้อยเพื่อการระบายน้ำที่ดี

2.9 พื้น ควรทำด้วยวัสดุแข็งแรง เรียบ ไม่ดูดซึมน้ำ ทำความสะอาดง่าย ไม่ลื่น อยู่ในสภาพดี

2.10 จัดให้มีห้องเปลี่ยนเสื้อผ้า ตู้เก็บสิ่งของ ที่วางหรือเก็บรองเท้า สำหรับผู้ให้บริการในบริเวณทางเข้าสระว่ายน้ำ และมีจำนวนเพียงพอ

2.11 จัดให้มีอ่างล้างมือ บริเวณล้างตัวก่อนลงสระ และที่ล้างเท้า ทางเข้าบริเวณสระว่ายน้ำ และเคมคลอรีนลงในที่ล้างเท้าเพื่อป้องกันการติดเชื้อ

2.12 มีการรักษาความสะอาดรอบอาคารประกอบและพื้นที่โดยรอบอย่างสม่ำเสมอ

2.13 ดูแลมิให้มีการนำสัตว์เลี้ยงทุกชนิดเข้าไปในบริเวณสระว่ายน้ำ หรืออาคารประกอบ

3. ข้อปฏิบัติสำหรับผู้ประกอบกิจการ

3.1 จัดให้มีผู้ควบคุมดูแล ซึ่งผ่านการฝึกอบรมการดูแลคุณภาพน้ำในสระว่ายน้ำตามหลักสุขาภิบาลสิ่งแวดล้อม เพื่อให้มีความรู้เกี่ยวกับการควบคุมคุณภาพน้ำ และการดูแลรักษาสระว่ายน้ำ

3.2 ต้องมีเจ้าหน้าที่ความปลอดภัยประจำสระ (Life guard) อย่างน้อย 1 คน ต่อผู้ให้บริการไม่เกิน 100 คน กรณีที่เกิน 100 คน เศษของ 100 คน ให้คิดเป็น 100 คน และต้องเป็นผู้ที่มีความชำนาญในการว่ายน้ำและผ่านการอบรมการช่วยชีวิตคนจมน้ำ สามารถให้การปฐมพยาบาลได้ โดยต้องอยู่ประจำสระว่ายน้ำตลอดเวลาที่เปิดบริการ

3.3 ต้องมีการจัดการและควบคุมคุณภาพน้ำให้อยู่ในเกณฑ์มาตรฐาน ดังนี้

3.3.1 ค่าความเป็นกรด-ด่าง (pH) 7.2 – 8.4

3.3.2 คลอรีนอิสระ (Free chlorine) 0.6– 1.0 ส่วนในล้านส่วน

3.3.3 คลอรีนที่รวมกับสารอื่น (Combined chlorine) 0.5 -1.0 ส่วนในล้านส่วน

3.3.4 ค่าความเป็นด่าง (Alkalinity) 80 – 100 ส่วนในล้านส่วน

3.3.5 ความกระด้าง (Calcium hardness) 250 -600 ส่วนในล้านส่วน

3.3.6 กรดไซยานูริก (Cyanuric acid) 30-60 ส่วนในล้านส่วน

3.3.7 คลอไรด์ (Chloride) ไม่เกิน 600 ส่วนในล้านส่วน

- 3.3.8 แอมโมเนีย (Ammonia) ไม่เกิน 20 ส่วนในล้านส่วน
- 3.3.9 ไนเตรท (Nitrate) ไม่เกิน 50 ส่วนในล้านส่วน
- 3.3.10 โคลิฟอร์มทั้งหมด (Total Coliform Bacteria) น้อยกว่า 10 ต่อ น้ำ 100 มิลลิลิตร โดยวิธีเอ็มพีเอ็น (Most Probable Numbers) ในอัตราส่วน 100 มิลลิลิตร
- 3.3.11 ตรวจไม่พบฟีคัลโคลิฟอร์ม (Fecal coliform)
- 3.3.12 ตรวจไม่พบจุลินทรีย์หรือตัวบ่งชี้จุลินทรีย์ที่ทำให้เกิดโรค

(ได้แก่ *Escherichia coli* *Staphylococcus aureus* *Pseudomonas aeruginosa*)

3.4 จัดให้มีการเก็บตัวอย่างเพื่อตรวจวิเคราะห์คุณภาพน้ำ ตามเกณฑ์มาตรฐานดังนี้

3.4.1 การเก็บตัวอย่างต้องทำอย่างน้อย 2 จุด โดยเก็บจากส่วนลึกและส่วนตื้น ขณะที่ผู้ใช้สระว่ายน้ำมากที่สุด

3.4.2 ตรวจวิเคราะห์ปริมาณคลอรีนอิสระคงเหลือ และค่าความเป็นกรด-ด่าง อย่างน้อยวันละ 2 ครั้ง ก่อนเปิดและหลังปิดบริการ หากมีผู้ใช้บริการเป็นจำนวนมาก หรือเป็นวันที่มีแสงแดดจัดควรตรวจสอบปริมาณคลอรีน และค่าความเป็นกรด-ด่างในระหว่างวันด้วย กรณีใช้คลอรีนชนิดกรดไตรคลอโรไอโซไซยานูริก ต้องตรวจหาค่ากรดไซยานูริกด้วย

3.4.3 ตรวจวิเคราะห์ปริมาณ โคลิฟอร์มทั้งหมด (Total Coliform Bacteria) และฟีคัลโคลิฟอร์ม (Fecal coliform) อย่างน้อยเดือนละ 1 ครั้ง

3.4.4 ตรวจวิเคราะห์คุณภาพน้ำทางเคมี และชีวภาพ ตามเกณฑ์มาตรฐานตามที่กำหนดในข้อ 3.3 ครบทุกข้อมูล อย่างน้อยปีละ 1 ครั้ง เพื่อประกอบการพิจารณาขอหรือต่อใบอนุญาต

3.5 จัดหาเครื่องมือสำหรับตรวจวิเคราะห์คุณภาพน้ำไว้ประจำ รวมทั้งบันทึกผลการตรวจวิเคราะห์ และข้อมูลอื่นที่จำเป็น ดังนี้

3.5.1 เครื่องมือที่ใช้ตรวจวิเคราะห์ปริมาณคลอรีน ต้องสามารถตรวจวิเคราะห์ได้ในช่วง 0.2 – 2 ส่วนในล้านส่วน

3.5.2 เครื่องมือที่ใช้ตรวจวิเคราะห์ค่าความเป็นกรด-ด่าง ต้องสามารถตรวจวัดได้ อย่างน้อยช่วง 3-9 และสามารถอ่านค่าได้ช่วงละ 1

3.5.3 มีการบันทึกข้อมูลจำนวนผู้ใช้สระว่ายน้ำในแต่ละวัน แยกเพศและอายุ ระยะเวลาที่ใช้สระว่ายน้ำ

3.6 ต้องจัดให้มีป้ายแสดงข้อปฏิบัติสำหรับผู้ใช้บริการติดไว้ในบริเวณสระว่ายน้ำ ให้มองเห็นชัดเจน และควรมีข้อความอย่างน้อยดังนี้

3.6.1 ต้องสวมชุดว่ายน้ำที่สะอาด

3.6.2 ต้องชำระล้างร่างกายก่อนลงสระทุกครั้ง

3.6.3 ผู้ที่เป็นโรคตาแดง โรคผิวหนัง เป็นหวัด ไข้หวัดใหญ่ หรือโรคติดต่ออื่นๆ ห้ามลงเล่นในสระว่ายน้ำ

3.6.4 ห้ามนำสัตว์เลี้ยงเข้ามาในบริเวณสระว่ายน้ำ

3.6.5 ห้ามปัสสาวะ บ้วนน้ำลาย หรือส่งน้ำมูลลงในน้ำ

3.6.6 ห้ามทำสระว่ายน้ำสกปรก

3.6.7 จำนวนผู้ให้บริการมากที่สุด ที่สระว่ายน้ำสามารถรองรับได้

3.6.8 วิธีการปฐมพยาบาลช่วยคนจมน้ำ

3.7 ต้องดูแลบำรุงรักษาเครื่องกรองน้ำตามระยะเวลาที่สมควรเพื่อให้ทำงานได้เต็มประสิทธิภาพ

4. การจัดการเกี่ยวกับสารเคมี

4.1 สถานที่เก็บสารเคมี ต้องมีป้ายระบุว่า “สถานที่เก็บสารเคมีอันตราย” และ “ห้ามเข้า” มีการระบายอากาศดี และมีการป้องกันน้ำซึมเข้าภาชนะบรรจุสารเคมี และมีการจัดเก็บสารเคมีเป็นไปตามกฎหมายที่เกี่ยวข้อง

4.2 สารเคมีที่ใช้ต้องมีฉลากระบุชื่อสารเคมี ส่วนผสม หรือส่วนประกอบที่เป็นอันตราย วิธีการใช้และวิธีการปฐมพยาบาลในกรณีฉุกเฉิน หรือตามที่กฎหมายอื่นกำหนด

4.3 ในการใช้สารเคมีต้องปฏิบัติตามที่ระบุไว้ในฉลาก และไม่นำสารเคมีหมดอายุมาใช้ ในกรณีที่ไม่มีระบบการเติมสารเคมีแบบอัตโนมัติให้เติมสารเคมีลงในสระว่ายน้ำในขณะที่ปิดบริการแล้ว

4.4 สถานที่ทำงานที่เกี่ยวข้องกับการใช้สารเคมี ต้องมีแสงสว่างเพียงพอ เพื่อป้องกันการเกิดอุบัติเหตุอันเนื่องจากพนักงานไม่สามารถมองเห็นสิ่งต่าง ๆ ได้อย่างชัดเจน ค่ามาตรฐานแสงสว่างในบริเวณต่างๆ ควรเป็นดังนี้

- ห้องสูบน้ำสารเคมีไม่น้อยกว่า 100 ลักซ์
- ห้องเครื่องกรองน้ำ ไม่น้อยกว่า 50 ลักซ์
- ห้องหรือสถานที่เก็บสารเคมีไม่น้อยกว่า 50 ลักซ์

4.5 ต้องมีมาตรการในการป้องกันการสัมผัสสารเคมีของพนักงาน เช่น กำหนดขั้นตอนการทำงานที่ปลอดภัย จัดหาอุปกรณ์ป้องกันอันตรายส่วนบุคคลที่เหมาะสมให้พนักงาน รวมทั้งประเมินการสัมผัสสารเคมีอันตรายของพนักงานที่ทำหน้าที่เติมสารเคมี และมีผลไว้ให้เจ้าหน้าที่ตรวจสอบอย่างน้อยปีละหนึ่งครั้ง

4.6 ในขณะทำงานกับสารเคมี ให้ผู้ปฏิบัติงานสวมอุปกรณ์ป้องกันอันตรายส่วนบุคคลที่เหมาะสม เช่น สวมหน้ากาก และสวมถุงมือในขณะปฏิบัติเกี่ยวกับสารเคมี เป็นต้น

4.7 ห้ามสูบบุหรี่ ดื่มเครื่องดื่มหรือรับประทานอาหารในห้องจัดเก็บสารเคมี

4.8 ดูแลความสะอาดอย่างสม่ำเสมอ หากสารเคมีหกแล้วไหล ต้องทำความสะอาดทันที

5. การจัดการสิ่งปฏิกูล น้ำเสีย และมูลฝอย

5.1. จัดให้มีห้องน้ำ ห้องส้วม และการบำบัดสิ่งปฏิกูลดังนี้

5.1.1 มีห้องน้ำ ห้องส้วมแยกจากกัน โดยมีแบบและจำนวนตามที่กำหนดใน

กฎหมายว่าด้วยการควบคุมอาคารและกฎหมายอื่นที่เกี่ยวข้อง

5.1.2 ลักษณะของห้องส้วม การบำบัด และการกำจัดสิ่งปฏิกูลต้องถูกต้องตามหลัก

สุขาภิบาล

5.1.3 ต้องดูแลรักษาความสะอาดของห้องน้ำและห้องส้วมเป็นประจำทุกวันที่เปิด

ให้บริการ

5.1.4 ภายในห้องน้ำควรมีวัสดุอุปกรณ์ตามความจำเป็นและเหมาะสม

5.2 มีการบำบัดน้ำเสียให้มีคุณภาพได้มาตรฐานก่อนระบายสู่ท่อระบายน้ำสาธารณะ ซึ่ง

ส่วนประกอบของระบบการจัดการน้ำเสีย ประกอบด้วย

5.2.1 ตะแกรงคัดมูลฝอย สำหรับคัดเศษมูลฝอยจากน้ำเสีย

5.2.2 ระบบรวบรวมน้ำเสีย น้ำจากส่วนต่างๆของอาคารไหลมารวมกันที่ถังรวบรวมน้ำเพื่อรอการบำบัด น้ำที่ล้นออกจากบ่อรวบรวมนี้จะไหลเข้าสู่บ่อบำบัด

5.2.4 ระบบบำบัดน้ำเสียต้องมีวิธีการบำบัดน้ำเสียที่เหมาะสม ไม่ก่อให้เกิดเหตุเดือดร้อนรำคาญและเป็นอันตรายต่อสุขภาพของชุมชน

5.2.5 รางระบายน้ำทิ้ง รางหรือท่อสำหรับระบายน้ำทิ้ง ควรมีตะแกรงวางปิดรางเพื่อกรองเศษผงต่างๆ และป้องกันหนู นอกจากนี้ทางเปิดของท่อระบายน้ำออกสู่ท่อสาธารณะควรมีตะแกรงปิดเพื่อป้องกันหนูด้วย

5.3 จัดให้มีการจัดการมูลฝอยดังนี้

5.3.1 ควรมีการคัดแยกมูลฝอยและมีภาชนะรองรับมูลฝอยแยกตามประเภท

5.3.2 มีภาชนะรองรับมูลฝอยที่เพียงพอตามหลักสุขาภิบาล

5.3.3 ล้างทำความสะอาดภาชนะรองรับมูลฝอยและบริเวณที่วางภาชนะอยู่เสมอ

5.3.4 รวบรวมมูลฝอยจากภาชนะรองรับมูลฝอยไปยังที่พักรวบรวมมูลฝอย หรือนำไปกำจัดทุกวัน โดยเฉพาะมูลฝอยที่เน่าเสียได้ง่าย

5.3.5 กำจัดมูลฝอยด้วยวิธีที่ถูกต้องตามหลักสุขาภิบาล และเป็นไปตามข้อกำหนดท้องถิ่น

5.3.6 ดูแลมิให้เกิดการทิ้งมูลฝอยเกลื่อนกลาดภายในสถานประกอบกิจการและบริเวณโดยรอบ

6. การสุขาภิบาลอาหารและน้ำดื่ม

6.1 ในกรณีมีการจำหน่ายอาหาร ต้องปฏิบัติตามหลักสุขาภิบาลอาหาร และตามข้อกำหนดของท้องถิ่น

6.2 ต้องมีน้ำดื่มที่ได้คุณภาพตามมาตรฐานน้ำดื่มไว้บริการอย่างเพียงพอ

6.3 ลักษณะการนำน้ำมาดื่ม ต้องไม่ก่อให้เกิดความสกปรกหรือการปนเปื้อน เช่น ใช้ระบบน้ำกด ใช้แก้วส่วนตัว ใช้แก้วกระดาษที่ใช้ครั้งเดียวแล้วทิ้ง และใช้แก้วส่วนกลางที่ใช้ดื่มเพียงครั้งเดียว แล้วนำไปล้างทำความสะอาดก่อนนำมาใช้ใหม่ เป็นต้น ทั้งนี้ให้จัดทำป้ายหรือมีข้อความการปฏิบัติไว้ด้วย

7. การป้องกันควบคุมสัตว์และแมลงนำโรค

7.1 ภายในสถานประกอบกิจการ ไม่ควรมีหนู แมลงวัน และแมลงสาบ

7.2 ต้องมีการป้องกัน ควบคุม กำจัดสัตว์และแมลงนำโรคโดยเฉพาะหนู แมลงวัน และแมลงสาบอย่างถูกต้องตามหลักสุขาภิบาล

8. การดูแลสุขภาพและความปลอดภัย

8.1 ต้องกำหนดให้มีผู้ดูแลด้วย กรณีที่นำเด็กอายุต่ำกว่า 10 ปี ที่ยังว่ายน้ำไม่เป็นและผู้สูงอายุที่ไม่สามารถดูแลตัวเองได้มาใช้บริการสระว่ายน้ำ

8.2 จัดให้มีอุปกรณ์ช่วยชีวิต ดังนี้

8.2.1 โฟมช่วยชีวิต อย่างน้อย 2 อัน

8.2.2 ห่วงชูชีพ ขนาดเส้นผ่าศูนย์กลางภายใน 15 นิ้ว หรือทุ่นลอย ผูกไว้กับเชือกยาวไม่น้อยกว่าความกว้างของสระว่ายน้ำ อย่างน้อย 2 อัน

8.2.3 ไม้ช่วยชีวิต หรือวัตถุอื่นใด มีความยาวไม่น้อยกว่า 3.5 เมตร น้ำหนักเบาอย่างน้อย 1 อัน และต้องวางไว้ที่ปลายตู้ส่วนลึกของสระว่ายน้ำ

8.2.4 เครื่องช่วยหายใจ สำหรับผู้ใหญ่ และสำหรับเด็ก อย่างละ 1 ชุด

8.2.5 ห้องปฐมพยาบาลพร้อมชุดปฐมพยาบาลที่พร้อมใช้งานได้ตลอดเวลาไว้ประจำสระว่ายน้ำและอยู่ในบริเวณที่ใกล้ที่สุด

8.3 มีอุปกรณ์สื่อสารที่สามารถติดต่อบุคคลหรือสถานที่สำคัญๆ เช่น โรงพยาบาล และสถานีตำรวจ เพื่อขอความช่วยเหลือเมื่อเกิดเหตุฉุกเฉินต่างๆ เช่น เพลิงไหม้ หรือมีคนจมน้ำ และต้องปิดประกาศหมายเลขโทรศัพท์ของสถานที่ดังกล่าวไว้ในที่เห็นได้ชัดเจนและเป็นข้อมูลปัจจุบันอยู่เสมอ

9. เหตุรำคาญ

มีการควบคุมมิให้เกิดเหตุรำคาญ ซึ่งมาจากกิจกรรมการดำเนินการต่างๆ
