

## ภาคผนวก ค

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ใบรับรองผลการวิเคราะห์คุณภาพน้ำ



## Analysis Report BK2400400



TESTING  
No.0009

Client : Suwan Estate Co., Ltd.

1511, Sukhumvit Rd., Khlong Tan Nuea, Watthana, Bangkok, Thailand, 10110

P/O : 2311046

Project : ----

Project Location: Jasmine Resort Hotel

Work Order : BK2400400

Report Number : BK2400400-AA

Date Received : Jan 10, 2024

Date Reported : Jan 19, 2024

Date Analysis Commenced : Jan 11, 2024

No. of samples received : 2

Temperature : 2.0 °C

Sampled by : Pichai Boonyong

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 Sornboon

Specialist 1

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000

Right Solutions • Right Partner

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[www.alsglobal.com](http://www.alsglobal.com)

## 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

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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.

### 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 at 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 right 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.



## Analysis Report BK2400400

Report Number : BK2400400-AA



TESTING  
No.0009

### Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2400400-001	น้ำทิ้งที่ปล่อยพักน้ำก่อนเข้าระบบบำบัดน้ำเสีย	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 2x 1L Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, refrigerated
BK2400400-002	น้ำทิ้งที่ผ่านการบำบัดก่อนระบายออกสู่ภายนอก โครงการ	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 2x 1L Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, 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 - S2 (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)
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
MC6010	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, Part 9221 B

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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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- 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 BK2400400

Report Number : BK2400400-AA



TESTING  
No.0009

Sub-Matrix: WASTEWATER  
(Matrix: WATER)

Client Sample ID

Sub-Matrix: WASTEWATER (Matrix: WATER)									
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Sampling Date		น้ำทิ้งที่บำบัดก่อนเข้าระบบบำบัดน้ำเสีย	น้ำทิ้งที่ผ่านการบำบัดก่อนระบายออกสู่ภายนอกโครงการ
						Guideline	MNRE 2548 Type A		
Chemical Parameters									
EN0045	Bangkok	BOD (5 days at 20°C)	-----	2.0	mg/L	-----	≤20	97 *	10 *
EN0048	Bangkok	Oil & Grease	-----	3	mg/L	-----	≤20	5	<3
EN0021	Bangkok	pH at 25°C	-----	1.0	pH Unit	-----	5-9	7.4	7.2
EN0032	Bangkok	Sulfides	-----	0.5	mg/L	-----	≤1	3.0 *	<0.5 *
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L	-----	≤35	42.0	2.9
Microbiological Parameters									
MC6010	Bangkok	Total Coliforms	-----	-----	MPN/100mL	-----	-----	1700000	70000
Physical and Aggregate Properties									
EN0093	Bangkok	Settleable Solids	-----	0.1	mL/L/hr	-----	≤0.5	<0.1 *	<0.1 *
EN0099	Bangkok	Total Dissolved Solids at 103-105°C	-----	5	mg/L	-----	≤500	388	348
EN0102	Bangkok	Total Suspended Solids	-----	5	mg/L	-----	≤30	28	14

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.)  
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

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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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  - 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 BK2400400



Accreditation No.1031/47

Client : Suwan Estate Co., Ltd.  
1511, Sukhumvit Rd., Khlong Tan Nuea, Watthana, Bangkok, Thailand, 10110  
P/O : 2311046  
Project : ----  
Project Location: Jasmine Resort Hotel

Work Order : BK2400400  
Report Number : BK2400400-AB  
Date Received : Jan 10, 2024  
Date Reported : Jan 19, 2024  
Date Analysis Commenced : Jan 11, 2024  
No. of samples received : 1  
Temperature : 2.0 °C  
Sampled by : Pichai Boonyong

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 Sornboon  
Specialist 1

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000

Right Solutions • Right Partner

Page 1 of 3

[www.alsglobal.com](http://www.alsglobal.com)



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## Analysis Report BK2400400

Report Number : BK2400400-AB



Accreditation No.1031/47

### Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2400400-003	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
END100	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

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# Analysis Report BK2400400

Report Number : BK2400400-AB



Accreditation No.1031/47

Sub-Matrix: PROCESS WATER  
(Matrix: WATER)

Sub-Matrix: PROCESS WATER									
(Matrix: WATER)									
			Client Sample ID						
			Sampling Date						
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		Result	
Physical and Aggregate Properties									
EN0100	Bangkok	Total Dissolved Solids at 180°C		5	mg/L			268	

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 -----

## Terms and Conditions

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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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- 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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- 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 BK2402720



TESTING  
No.0009

Client : Suwan Estate Co., Ltd.  
1511, Sukhumvit Rd., Phra Khanong Nuea, Watthana, Bangkok, Thailand, 10110  
P/O : 2311046  
Project : ----  
Project Location: Jasmine Resort Hotel

Work Order : BK2402720  
Report Number : BK2402720-AA  
Date Received : Feb 14, 2024  
Date Reported : Feb 23, 2024  
Date Analysis Commenced : Feb 15, 2024  
No. of samples received : 2  
Temperature : 3.1 °C  
Sampled by : Thanwa Jariya

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. No part of this report may be reproduced in any form without written consent from the laboratory.  
ALS Laboratory Group (Thailand) strongly recommends that this report is not reproduced except in full.

Signatories

Nanthawadee Somboon  
Specialist 1

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000

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## Analysis Report BK2402720

Report Number : BK2402720-AA



TESTING  
No.0009

### Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2402720-001	น้ำทิ้งที่ปล่อยพักน้ำก่อนเข้าระบบบำบัดน้ำเสีย	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 1x 500mL Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, 1x 1L Plastic Bottle, refrigerated
BK2402720-002	น้ำทิ้งที่ผ่านการบำบัดก่อนระบายออกสู่ภายนอก โครงการ	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 1x 500mL Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, 1x 1L 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
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 - S2 (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)
EN0044	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5210 B and part 4500 - O (G)
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
MC6010	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, Part 9221 B



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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.
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## Analysis Report BK2402720

Report Number : BK2402720-AA



TESTING  
No.0009

Sub-Matrix: WASTEWATER

(Matrix: WATER)

Client Sample ID

Method	Testing Lab	Analytes	LOD	LOQ	Unit	Sampling Date		Feb 14, 2024 02:00 PM	Feb 14, 2024 01:55 PM
						Guideline			
						MNRE 2548 Type A			
Chemical Parameters									
EN0044	Bangkok	BOD (5 days at 20°C)		2.0	mg/L			99.6	27.0
EN0048	Bangkok	Oil & Grease		3	mg/L			8	<3
EN0021	Bangkok	pH at 25°C		1.0	pH Unit			7.5	7.7
EN0032	Bangkok	Sulfides		0.5	mg/L			5.2 *	0.8 *
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L			41.9	27.4
Microbiological Parameters									
MC6010	Bangkok	Total Coliforms			MPN/100mL			9400000	22000
Physical and Aggregate Properties									
EN0093	Bangkok	Settleable Solids		0.1	mL/L/hr			<0.1 *	<0.1 *
EN0099	Bangkok	Total Dissolved Solids at 103-105°C		5	mg/L			368	344
EN0102	Bangkok	Total Suspended Solids		5	mg/L			38	20

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.)

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

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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 at 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;
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## Analysis Report BK2402720



Accreditation No.1031/47

Client : Suwan Estate Co., Ltd.  
1511, Sukhumvit Rd., Phra Khanong Nuea, Watthana, Bangkok, Thailand, 10110  
P/O : 2311046  
Project : ----  
Project Location: Jasmine Resort Hotel

Work Order : BK2402720  
Report Number : BK2402720-AB  
Date Received : Feb 14, 2024  
Date Reported : Feb 23, 2024  
Date Analysis Commenced : Feb 15, 2024  
No. of samples received : 1  
Temperature : 3.1 °C  
Sampled by : Thanwa Jariya

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. No part of this report may be reproduced in any form without written consent from the laboratory.  
ALS Laboratory Group (Thailand) strongly recommends that this report is not reproduced except in full.

Signatories

Nanthawadee Somboon  
Specialist 1

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000

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## Analysis Report BK2402720

Report Number : BK2402720-AB



Accreditation No.1031/47

### Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2402720-003	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
END100	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

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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 at 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) 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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# Analysis Report BK2402720

Report Number : BK2402720-AB



Accreditation No.1031/47

Sub-Matrix: PROCESS WATER  
(Matrix: WATER)

Client Sample ID

น้ำประปา

Method	Testing Lab	Analytes	LOD	LOQ	Unit	Sampling Date	
						Guideline	Result
EN0100	Bangkok	Total Dissolved Solids at 180°C	----	5	mg/L	Feb 14, 2024 01:57 PM BK2402720-003	288

## Physical and Aggregate Properties

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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## Analysis Report BK2404594



TESTING  
No.0009

Client : Suwan Estate Co., Ltd.  
1511, Sukhumvit Rd., Phra Khanong Nuea, Watthana, Bangkok, Thailand, 10110  
P/O : 2311046  
Project : ----  
Project Location: Jasmine Resort Hotel

Work Order : BK2404594  
Report Number : BK2404594-AA  
Date Received : Mar 13, 2024  
Date Reported : Mar 23, 2024  
Date Analysis Commenced : Mar 14, 2024  
No. of samples received : 4  
Temperature : 2.9 °C  
Sampled by : Chulladet Warin

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. No part of this report may be reproduced in any form without written consent from the laboratory.  
ALS Laboratory Group (Thailand) strongly recommends that this report is not reproduced except in full.

Signatories

Kanokkorn Anek  
Senior Manager

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000

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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 BK2404594

Report Number : BK2404594-AA



TESTING  
No.0009

### Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2404594-001	น้ำทิ้งที่ปล่อยพักก่อนเข้าระบบบำบัดน้ำเสีย	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 2x 1L Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, refrigerated
BK2404594-002	น้ำทิ้งที่ผ่านการบำบัดก่อนระบายออกสู่ภายนอก โครงการ	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 2x 1L Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, refrigerated
BK2404594-004	น้ำสระใหญ่	----	----	1x 120mL Plastic Bottle, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated
BK2404594-005	สระสป้า	----	----	1x 120mL Plastic Bottle, 1x 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)
EN0027	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - Cl (F)
EN0032	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - S2 (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)
EN0044	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5210 B and part 4500 - O (G)
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
MC6010	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
MC6043	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, Part 9215 B

## 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 at 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

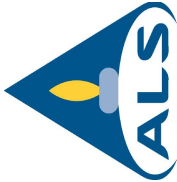
- a) ALS may suspend or terminate its obligations under this Agreement if (a) monies payable to ALS by the client are outstanding 60 days or more (unless otherwise agreed) after the date of invoice, (b) other substantial breach by the Client of their obligations under the Agreement, which breach is not 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 right 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.



# Analysis Report BK2404594

Report Number : BK2404594-AA



TESTING  
No.0009

Sub-Matrix: WASTEWATER  
(Matrix: WATER)

Client Sample ID

Sub-Matrix: WASTEWATER (Matrix: WATER)									
Client Sample ID			Sampling Date		น้ำทิ้งที่บำบัดน้ำก่อนเข้าระบบบำบัดน้ำเสีย		น้ำทิ้งที่ผ่านการบำบัดก่อนระบายออกสู่ภายนอกโครงการ		
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		Result	BK2404594-002
						MNRE 2548 Type A	MOPH 1/2550		
Chemical Parameters									
EN0044	Bangkok	BOD (5 days at 20°C)		2.0	mg/L	≤20		83.4	14.0
EN0048	Bangkok	Oil & Grease		3	mg/L	≤20		6	<3
EN0021	Bangkok	pH at 25°C		1.0	pH Unit	5-9		7.4	7.3
EN0032	Bangkok	Sulfides		0.5	mg/L	≤1		6.2 *	<0.5 *
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L	≤35		37.4	3.2
Microbiological Parameters									
MC6010	Bangkok	Total Coliforms			MPN/100mL			7900000	33000
Physical and Aggregate Properties									
EN0093	Bangkok	Settleable Solids		0.1	mL/L/hr	≤0.5		<0.1 *	<0.1 *
EN0099	Bangkok	Total Dissolved Solids at 103-105°C		5	mg/L	≤500		340	344
EN0102	Bangkok	Total Suspended Solids		5	mg/L	≤30		35	7

## 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.
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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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- 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 at 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

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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

- 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 right 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.



Report Number : BK2404594-AA

TESTING  
No.00009

### Sub-Matrix: PROCESS WATER

(Matrix: WATER)

*Client Sample ID*

Method		Testing Lab	Analytes	LOD	LOQ	Unit	Guideline		Sampling Date	Mar 13, 2024 09:39 AM	Mar 13, 2024 09:36 AM	██████████
							MNRE 2548 Type A	MOPH 1/2550		BK2404594-004	BK2404594-005	██████████
Chemical Parameters												
EN0021	Bangkok		pH at 25°C	██████████	1.0	pH Unit	██████████	7.2-8.4	7.6 *		8.0 *	██████████
EN0027	Bangkok		Residual Free Chlorine	██████████	0.1	mg/L	██████████	0.6-1	1.8 *		1.3 *	██████████
Microbiological Parameters												
MC6009	Bangkok		Total Coliforms	██████████	██████████	MPN/100mL	██████████	<10	<1.1		<1.1	██████████
MC6012	Bangkok		Escherichia coli	██████████	██████████	in 100mL	██████████		Not Detected		Not Detected	██████████
MC6043	Bangkok		Standard Plate Count	██████████	██████████	CFU/mL	██████████		<1		<1	██████████

Guideline: MNRE 2548 Type A: Building 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.

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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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- 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;
  - 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
  - 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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  - solely for the benefit of the Client, its officers and employees; and
  - 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 BK2404594

Client	: Suwan Estate Co., Ltd.	Work Order	: BK2404594
	1511, Sukhumvit Rd., Phra Khanong Nuea, Watthana, Bangkok, Thailand, 10110	Report Number	: BK2404594-AB
P/O	: 2311046	Date Received	: Mar 13, 2024
Project	: ----	Date Reported	: Mar 23, 2024
Project Location:	Jasmine Resort Hotel	Date Analysis Commenced	: Mar 14, 2024
		No. of samples received	: 1
		Temperature	: 2.9 °C
		Sampled by	: Chulladet Warin

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. No part of this report may be reproduced in any form without written consent from the laboratory.  
ALS Laboratory Group (Thailand) strongly recommends that this report is not reproduced except in full.

Signatories

Kanokkorn Anek  
Senior Manager

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000

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## Analysis Report BK2404594

Report Number : BK2404594-AB

Sample Receipt and Conditions			
Sample ID	Sample Name	Sample Description	Conditions
BK2404594-003	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
END100	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

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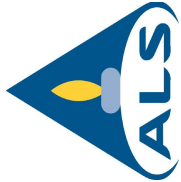
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- c) **Client** means the entity to which the accompanying tender, quotation, letter, fax or email is addressed.
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## Analysis Report BK2404594

Report Number : BK2404594-AB

Sub-Matrix: PROCESS WATER

(Matrix: WATER)

Client Sample ID					วันที่รับแจ้ง	
Sampling Date					Mar 13, 2024 09:47 AM	
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline
Physical and Aggregate Properties						
EN0100	Bangkok	Total Dissolved Solids at 180°C	----	5	mg/L	Result
					214	-----

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 -----

## Terms and Conditions

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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.
- 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 at 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:
- 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;
  - 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
  - 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:
- issued using detection limits and confidence intervals inherent in ALS's testing methodology;
  - contains ALS's results and opinions (if provided) on those samples or specific materials only;
  - solely for the benefit of the Client, its officers and employees; and
  - 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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## Analysis Report BK2406152



TESTING  
No.0009

Client : Suwan Estate Co., Ltd.  
1511, Sukhumvit Rd., Phra Khanong Nuea, Watthana, Bangkok, Thailand, 10110  
P/O : 2311046  
Project : ----  
Project Location: Jasmine Resort Hotel

Work Order : BK2406152  
Report Number : BK2406152-AA  
Date Received : Apr 10, 2024  
Date Reported : Apr 24, 2024  
Date Analysis Commenced : Apr 10, 2024  
No. of samples received : 4  
Temperature : 3.9 °C  
Sampled by : Panupong Homewong

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. No part of this report may be reproduced in any form without written consent from the laboratory.  
ALS Laboratory Group (Thailand) strongly recommends that this report is not reproduced except in full.

Signatories

Kittitee Jarnjumboon  
Scientist (3)

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000



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## Analysis Report BK2406152

Report Number : BK2406152-AA



TESTING  
No.0009

### Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2406152-001	น้ำทิ้งที่ปล่อยพักไว้ก่อนเข้าระบบบำบัดน้ำเสีย	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 2x 1L Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, refrigerated
BK2406152-002	น้ำทิ้งที่ผ่านการบำบัดก่อนระบายออกสู่ภายนอก โครงการ	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 2x 1L Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, refrigerated
BK2406152-004	น้ำสระใหญ่	----	----	1x 120mL Plastic Bottle, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Logsheet/ data
BK2406152-005	สระสเปา	----	----	1x 120mL Plastic Bottle, 1x 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)
EN0027	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - Cl (F)
EN0032	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - S2 (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)
EN0044	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5210 B and part 4500 - O (G)
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
MC6010	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
MC6043	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, Part 9215 B

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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 at 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:
- 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;
  - 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
  - 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.

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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:
- issued using detection limits and confidence intervals inherent in ALS's testing methodology;
  - contains ALS's results and opinions (if provided) on those samples or specific materials only;
  - solely for the benefit of the Client, its officers and employees; and
  - 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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- 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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- 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 right 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.



# Analysis Report BK2406152

Report Number : BK2406152-AA



TESTING  
No.0009

Sub-Matrix: WASTEWATER  
(Matrix: WATER)

Client Sample ID

Sub-Matrix: WASTEWATER (Matrix: WATER)									
Client Sample ID									
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Sampling Date		น้ำทิ้งที่บำบัดก่อนเข้าระบบบำบัดน้ำเสีย	น้ำทิ้งที่ผ่านการบำบัดก่อนระบายออกสู่ภายนอกโครงการ
						MNRE 2548 Type A	MOPH 1/2550		
Guideline									
Result									
BK2406152-001									
BK2406152-002									
Chemical Parameters									
EN0044	Bangkok	BOD (5 days at 20°C)	-----	2.0	mg/L	≤20	-----	93.9	3.5
EN0048	Bangkok	Oil & Grease	-----	3	mg/L	≤20	-----	5	<3
EN0021	Bangkok	pH at 25°C	-----	1.0	pH Unit	5-9	-----	7.5	7.5
EN0032	Bangkok	Sulfides	-----	0.5	mg/L	≤1	-----	8.5 *	<0.5 *
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L	≤35	-----	41.3	1.6
Microbiological Parameters									
MC6010	Bangkok	Total Coliforms	-----	-----	MPN/100mL	-----	-----	1700000	7900
Physical and Aggregate Properties									
EN0093	Bangkok	Settleable Solids	-----	0.1	mL/L/hr	≤0.5	-----	0.1 *	<0.1 *
EN0099	Bangkok	Total Dissolved Solids at 103-105°C	-----	5	mg/L	≤500	-----	304	268
EN0102	Bangkok	Total Suspended Solids	-----	5	mg/L	≤30	-----	29	6

## 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.
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  - solely for the benefit of the Client, its officers and employees; and
  - 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.
- 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 BK2406152

Report Number : BK2406152-AA



TESTING  
No.0009

Sub-Matrix: PROCESS WATER

(Matrix: WATER)

Client Sample ID

Method	Testing Lab	Analytes	LOD	LOQ	Unit	Sampling Date		Result	Result	Remarks
						MNRE 2548 Type A	Guideline			
Chemical Parameters										
EN0021	Bangkok	pH at 25°C	-----	1.0	pH Unit	-----	7.2-8.4	7.4 *	7.6 *	-----
EN0027	Bangkok	Residual Free Chlorine	-----	0.1	mg/L	-----	0.6-1	0.6 *	0.9 *	-----
Microbiological Parameters										
MC6009	Bangkok	Total Coliforms	-----	-----	MPN/100mL	-----	<10	<1.1	<1.1	-----
MC6012	Bangkok	Escherichia coli	-----	-----	in 100mL	-----	-----	Not Detected	Not Detected	-----
MC6043	Bangkok	Standard Plate Count	-----	-----	CFU/mL	-----	-----	<1	<1	-----

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

◦ "L" : 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

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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 BK2406152



Accreditation No.1031/47

Client : Suwan Estate Co., Ltd.  
1511, Sukhumvit Rd., Phra Khanong Nuea, Watthana, Bangkok, Thailand, 10110  
P/O : 2311046  
Project : ----  
Project Location: Jasmine Resort Hotel

Work Order : BK2406152  
Report Number : BK2406152-AB  
Date Received : Apr 10, 2024  
Date Reported : Apr 24, 2024  
Date Analysis Commenced : Apr 11, 2024  
No. of samples received : 1  
Temperature : 3.9 °C  
Sampled by : Panupong Homewong

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. No part of this report may be reproduced in any form without written consent from the laboratory.  
ALS Laboratory Group (Thailand) strongly recommends that this report is not reproduced except in full.

Signatories

*Siriluk P.*

Siriluk Bunnak  
Section Head

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000



## Terms and Conditions

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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:
- 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;
  - 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
  - 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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  - solely for the benefit of the Client, its officers and employees; and
  - 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 BK2406152

Report Number : BK2406152-AB



Accreditation No.1031/47

### Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2406152-003	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
END100	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

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## Analysis Report BK2406152

Report Number : BK2406152-AB



Accreditation No.1031/47

Sub-Matrix: PROCESS WATER  
(Matrix: WATER)

Client Sample ID

น้ำประปา

Method	Testing Lab	Analytes	LOD	LOQ	Unit	Sampling Date		Result	
						Guideline			
Physical and Aggregate Properties									
	EN0100	Bangkok	Total Dissolved Solids at 180°C		5	mg/L		174	

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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- 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:
- issued using detection limits and confidence intervals inherent in ALS's testing methodology;
  - contains ALS's results and opinions (if provided) on those samples or specific materials only;
  - solely for the benefit of the Client, its officers and employees; and
  - 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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- 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 BK2407675



TESTING  
No.0009

Client : Suwan Estate Co., Ltd.

1511, Sukhumvit Rd., Phra Khanong Nuea, Watthana, Bangkok, Thailand, 10110

P/O : 2311046

Project : ----

Project Location: Jasmine Resort Hotel

Work Order : BK2407675

Report Number : BK2407675-AA

Date Received : May 08, 2024

Date Reported : May 17, 2024

Date Analysis Commenced : May 08, 2024

No. of samples received : 4

Temperature : 2.6 °C

Sampled by : Chulladet Warin

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. No part of this report may be reproduced in any form without written consent from the laboratory.

ALS Laboratory Group (Thailand) strongly recommends that this report is not reproduced except in full.

Signatories

*Siriluk P.*

Siriluk Bunnak

Section Head

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000

Right Solutions • Right Partner

Page 1 of 4

[www.alsglobal.com](http://www.alsglobal.com)

## 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 at 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:
- 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;
  - 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
  - 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

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## Analysis Report BK2407675

Report Number : BK2407675-AA



TESTING  
No.0009

### Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2407675-001	น้ำทิ้งที่ปล่อยพักไว้ก่อนเข้าระบบบำบัดน้ำเสีย	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 2x 1L Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, refrigerated
BK2407675-002	น้ำทิ้งที่ผ่านการบำบัดก่อนระบายออกสู่ภายนอก โครงการ	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 2x 1L Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, refrigerated
BK2407675-004	น้ำสระใหญ่	----	----	1x 500mL Plastic Bottle, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, refrigerated
BK2407675-005	สระสป้า	----	----	1x 500mL Plastic Bottle, 1x 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)
EN0027	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - Cl (F)
EN0032	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 4500 - S2 (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)
EN0044	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5210 B and part 4500 - O (G)
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
MC6010	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
MC6043	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, Part 9215 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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Analysis Report BK2407675

Report Number : BK2407675-AA



TESTING  
No.0009

Sub-Matrix: WASTEWATER  
(Matrix: WATER)

Client Sample ID

น้ำทิ้งที่พบปะปนก่อนเข้าระบบ  
บำบัดน้ำเสีย

น้ำทิ้งที่ผ่านการบำบัดก่อน  
ระบายออกสู่ภายนอกโครงการ

Sampling Date

May 08, 2024 02:14 PM

May 08, 2024 02:10 PM

Method	Testing Lab	Analytes	LOD	LOQ	Unit	Guideline	MNRE 2548 Type A	MOPH 1/2550	Result	Result	Result
Chemical Parameters											
EN0044	Bangkok	BOD (5 days at 20°C)	----	2.0	mg/L	≤20	----	87.9		8.2	----
EN0048	Bangkok	Oil & Grease	----	3	mg/L	≤20	----	7		<3	----
EN0021	Bangkok	pH at 25°C	----	1.0	pH Unit	5-9	----	7.3		7.3	----
EN0032	Bangkok	Sulfides	----	0.5	mg/L	≤1	----	7.6 *		0.8 *	----
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L	≤35	----	40.0		11.1	----
Microbiological Parameters											
MC6010	Bangkok	Total Coliforms	----	----	MPN/100mL	----	----	4900000		24000	----
Physical and Aggregate Properties											
EN0093	Bangkok	Settleable Solids	----	0.1	mL/L/hr	≤0.5	----	0.1 *		<0.1 *	----
EN0099	Bangkok	Total Dissolved Solids at 103-105°C	----	5	mg/L	≤500	----	408		300	----
EN0102	Bangkok	Total Suspended Solids	----	5	mg/L	≤30	----	40		10	----

## 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'.
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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

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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:
- 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;
  - 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
  - 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.

### 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:
- issued using detection limits and confidence intervals inherent in ALS's testing methodology;
  - contains ALS's results and opinions (if provided) on those samples or specific materials only;
  - solely for the benefit of the Client, its officers and employees; and
  - 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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- 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

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- 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 right 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.



## Analysis Report BK2407675

Report Number : BK2407675-AA



TESTING  
No.0009

Sub-Matrix: PROCESS WATER

(Matrix: WATER)

Client Sample ID

Sub-Matrix: PROCESS WATER									
(Matrix: WATER)									
Client Sample ID									
Method	Testing Lab	Analytes	LOD	LOQ	Unit	Sampling Date		น้ำส่งใหญ่	ส่งสภาพ
						MNRE 2548 Type A	Guideline		
EN0021	Bangkok	pH at 25°C		1.0	pH Unit		7.2-8.4	May 08, 2024 01:57 PM	May 08, 2024 02:01 PM
EN0027	Bangkok	Residual Free Chlorine		0.1	mg/L		0.6-1	BK2407675-004 Result	BK2407675-005 Result
Microbiological Parameters									
MC6009	Bangkok	Total Coliforms			MPN/100mL		<10	<1.1	<1.1
MC6012	Bangkok	Escherichia coli			in 100mL			Not Detected	Not Detected
MC6043	Bangkok	Standard Plate Count			CFU/mL			<1	<1

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

◦ "L" : 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.
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## Analysis Report BK2407675



Accreditation No.1031/47

Client : Suwan Estate Co., Ltd.  
1511, Sukhumvit Rd., Phra Khanong Nuea, Watthana, Bangkok, Thailand, 10110  
P/O : 2311046  
Project : ----  
Project Location: Jasmine Resort Hotel

Work Order : BK2407675  
Report Number : BK2407675-AB  
Date Received : May 08, 2024  
Date Reported : May 17, 2024  
Date Analysis Commenced : May 09, 2024  
No. of samples received : 1  
Temperature : 2.6 °C  
Sampled by : Chulladet Warin

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. No part of this report may be reproduced in any form without written consent from the laboratory.  
ALS Laboratory Group (Thailand) strongly recommends that this report is not reproduced except in full.

Signatories

*Siriluk P.*

Siriluk Bunnak  
Section Head

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000

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## Analysis Report BK2407675

Report Number : BK2407675-AB



Accreditation No.1031/47

### Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2407675-003	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
END100	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



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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:
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  - 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 BK2407675

Report Number : BK2407675-AB



Accreditation No.1031/47

Sub-Matrix: PROCESS WATER

(Matrix: WATER)

Client Sample ID

น้ำประปา

Sampling Date

May 08, 2024 02:08 PM

Method

Testing Lab

Analytes

LOD

LOQ

Unit

Guideline

BK2407675-003

Result

### Physical and Aggregate Properties

EN0100 Bangkok Total Dissolved Solids at 180°C

5

mg/L

270

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

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

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

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## Analysis Report BK2409199



TESTING  
No.0009

Client : Suwan Estate Co., Ltd.

1511, Sukhumvit Rd., Phra Khanong Nuea, Watthana, Bangkok, Thailand, 10110

P/O : 2311046

Project : ----

Project Location: Jasmine Resort Hotel

Work Order : BK2409199

Report Number : BK2409199-AA

Date Received : Jun 12, 2024

Date Reported : Jun 22, 2024

Date Analysis Commenced : Jun 13, 2024

No. of samples received : 2

Temperature : 2.0 °C

Sampled by : Pichai Boonyong

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. No part of this report may be reproduced in any form without written consent from the laboratory.

ALS Laboratory Group (Thailand) strongly recommends that this report is not reproduced except in full.

Signatories

Nanthawadee Somboon

Specialist 2

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000

Right Solutions • Right Partner

Page 1 of 3

[www.alsglobal.com](http://www.alsglobal.com)

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- 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 at 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:
- 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;
  - 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
  - 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:
- issued using detection limits and confidence intervals inherent in ALS's testing methodology;
  - contains ALS's results and opinions (if provided) on those samples or specific materials only;
  - solely for the benefit of the Client, its officers and employees; and
  - 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 right 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.



## Analysis Report BK2409199

Report Number : BK2409199-AA



TESTING  
No.0009

### Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2409199-001	น้ำทิ้งที่ปล่อยพักน้ำก่อนเข้าระบบบำบัดน้ำเสีย	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 2x 1L Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, refrigerated
BK2409199-002	น้ำทิ้งที่ผ่านการบำบัดก่อนระบายออกสู่ภายนอก โครงการ	----	----	1x Plastic bottle - Preserved with H <sub>2</sub> SO <sub>4</sub> , 2x 1L Plastic Bottle, 1x Plastic Bottle - Preserved with Zinc Acetate and NaOH, 1x Sterile Bottle - Preserved with Sodium Thiosulfate, 1x Oil & Grease, 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 - S2 (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)
EN0044	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, part 5210 B and part 4500 - O (G)
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
MC6010	Bangkok	Standard Methods for the Examination of Water and Wastewater. APHA, AWWA & WEF, 23rd ed., 2017, Part 9221 B

## 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.
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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:
- 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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  - 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.
- 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 BK2409199

Report Number : BK2409199-AA



TESTING  
No.0009

Sub-Matrix: WASTEWATER  
(Matrix: WATER)

Client Sample ID

น้ำทิ้งที่ปล่อยก่อนเข้าระบบ  
ระบายออกสู่ภายนอกโครงการ

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Method	Testing Lab	Analytes	LOD	LOQ	Unit	Sampling Date		Result	Result
						Guideline			
						MNRE 2548 Type A		Result	Result
Chemical Parameters									
EN0044	Bangkok	BOD (5 days at 20°C)		2.0	mg/L			94.4	5.0
EN0048	Bangkok	Oil & Grease		3	mg/L			5	<3
EN0021	Bangkok	pH at 25°C		1.0	pH Unit			7.2	7.0
EN0032	Bangkok	Sulfides		0.5	mg/L			5.6 *	<0.5 *
EN0035	Bangkok	Total Kjeldahl Nitrogen as N	0.15	1.0	mg/L			45.6	5.0
Microbiological Parameters									
MC6010	Bangkok	Total Coliforms			MPN/100mL			7900000	13000
Physical and Aggregate Properties									
EN0093	Bangkok	Settleable Solids		0.1	mL/L/hr			<0.1 *	<0.1 *
EN0099	Bangkok	Total Dissolved Solids at 103-105°C		5	mg/L			320	312
EN0102	Bangkok	Total Suspended Solids		5	mg/L			40	13

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.)  
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
  - "L" : 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.

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  - 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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  - 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 BK2409199



Accreditation No.1031/47

Client : Suwan Estate Co., Ltd.  
1511, Sukhumvit Rd., Phra Khanong Nuea, Watthana, Bangkok, Thailand, 10110  
P/O : 2311046  
Project : ----  
Project Location: Jasmine Resort Hotel

Work Order : BK2409199  
Report Number : BK2409199-AB  
Date Received : Jun 12, 2024  
Date Reported : Jun 22, 2024  
Date Analysis Commenced : Jun 13, 2024  
No. of samples received : 1  
Temperature : 2.0 °C  
Sampled by : Pichai Boonyong

Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. No part of this report may be reproduced in any form without written consent from the laboratory.  
ALS Laboratory Group (Thailand) strongly recommends that this report is not reproduced except in full.

Signatories

*Nant Sont*

Nanthawadee Somboon  
Specialist 2

ALS Laboratory Group (Thailand) Co.,Ltd. Bangkok Life Sciences

104 Phatthanakan 40, Phatthanakan Rd., Khwaeng Phatthanakan, Khet Suan Luang, Bangkok 10250 Thailand T +662 760 3000

## Terms and Conditions

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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:
- 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;
  - 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
  - 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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  - contains ALS's results and opinions (if provided) on those samples or specific materials only;
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## Analysis Report BK2409199

Report Number : BK2409199-AB



Accreditation No.1031/47

### Sample Receipt and Conditions

Sample ID	Sample Name	Sample Description	GPS	Conditions
BK2409199-003	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
END100	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

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# Analysis Report BK2409199

Report Number : BK2409199-AB



Accreditation No.1031/47

Sub-Matrix: PROCESS WATER  
(Matrix: WATER)

Client Sample ID

น้ำประปา

Sampling Date

Jun 12, 2024 10:25 AM

Method

Testing Lab

Analytes

LOD

LOQ

Unit

Guideline

BK2409199-003

Result

## Physical and Aggregate Properties

EN0100 Bangkok Total Dissolved Solids at 180°C

5

mg/L

253

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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- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
- 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;
  - 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
  - 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:
- issued using detection limits and confidence intervals inherent in ALS's testing methodology;
  - contains ALS's results and opinions (if provided) on those samples or specific materials only;
  - solely for the benefit of the Client, its officers and employees; and
  - 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 right 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.