

Viral Filtration Efficiency (VFE) Final Report

Test Article: OXPURA CARE 2020-VFE
Purchase Order: 201008
Study Number: 1325439-S01
Study Received Date: 28 Jul 2020
Testing Facility: Nelson Laboratories, LLC
6280 S. Redwood Rd.
Salt Lake City, UT 84123 U.S.A.
Test Procedure(s): Standard Test Protocol (STP) Number: STP0007 Rev 16
Deviation(s): None

Summary: The VFE test is performed to determine the filtration efficiency of test articles by comparing the viral control counts upstream of the test article to the counts downstream. A suspension of bacteriophage Φ X174 was aerosolized using a nebulizer and delivered to the test article at a constant flow rate and fixed air pressure. The challenge delivery was maintained at $1.1 - 3.3 \times 10^3$ plaque forming units (PFU) with a mean particle size (MPS) of $3.0 \mu\text{m} \pm 0.3 \mu\text{m}$. The aerosol droplets were drawn through a six-stage, viable particle, Andersen sampler for collection. The VFE test procedure was adapted from ASTM F2101.

All test method acceptance criteria were met. Testing was performed in compliance with US FDA good manufacturing practice (GMP) regulations 21 CFR Parts 210, 211 and 820.

Test Side: Inside
Test Area: $\sim 7.1 \text{ cm}^2$
VFE Flow Rate: 28.3 Liters per minute (L/min)
Conditioning Parameters: $85 \pm 5\%$ relative humidity (RH) and $21 \pm 5^\circ\text{C}$ for a minimum of 4 hours
Positive Control Average: 2.0×10^3 PFU
Negative Monitor Count: <1 PFU
MPS: $2.8 \mu\text{m}$



Sean Shepherd electronically approved for
Study Director

James Luskin

28 Aug 2020 14:50 (+00:00)
Study Completion Date and Time

Results:

Test Article Number	Percent VFE (%)
1	98.9
2	>99.9
3	99.3

The filtration efficiency percentages were calculated using the following equation:

$$\% VFE = \frac{C - T}{C} \times 100$$

C = Positive control average

T = Plate count total recovered downstream of the test article

Note: The plate count total is available upon request



TEST REPORT

Technical Report: (5220)133-0154-R2

June 30, 2020

The report is amendment of and supersedes the previous report (5220)133-0154-R1 dated June 26, 2020

Date Received: May 12, 2020

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DAYAN GANEGODA
PURITAS (PRIVATE) LIMITED
400, DEANS ROAD, COLOMBO 10, SRI LANKA

Sample Description: Sample(s) received is/are stated to be:
OXYPURA CARE FACE MASK - EAR LOOP TYPE FILTERING FACE PIECE

Color:	WHITE	Style No(s):	
Order No.:	/	PO No.:	/
Age Grade:	/	Product End Use:	RESPIRATORY PROTECTION
Vendor:	/	Retest No.:	/
Manufacturer:	PURITAS (PRIVATE) LIMITED	Supplier Reference:	/
Buyer:	/	Country of Origin:	SRI LANKA
Test Period:	May 12, 2020 - June 24, 2020	Country of Destination:	EUROPE
Fiber Content:	/		
Care Instruction:	/		

SUMMARY OF TEST RESULTS

TEST REQUESTED	CONCLUSION	REMARK
FILTER PENETRATION WITH PARAFFIN OIL	PASS	
BREATHING RESISTANCE	PASS	

DK

REMARK

If there are questions or concerns on this report, please contact:

(852) 2331 0330
analytical-enquiry@hk.bureauveritas.com

BUREAU VERITAS HONG KONG LTD.

MS. YANN LO
MANAGER, ANALYTICAL



The report is amendment of and supersedes the previous report (5220)133-0154-R1 dated June 26, 2020
June 30, 2020

Photo of the Submitted Sample



SAMPLE DESCRIPTION ASSIGNED BY LABORATORY:

ITEM	ITEM DESCRIPTION
1	White mask



TEST RESULT

Preliminary Result

Base on the performance requirements of the RfU PPE-R/02.075:

TEST	REQUIREMENT	RESULT
Penetration of filtering material with paraffin oil aerosol after a 3 min exposure, as received	The maximum penetration of the filtering half mask, when tested with paraffin oil at 95 l / min, as received, shall be: FFP2, 6% FFP3, 1%	2,83 %
Penetration of filtering material with paraffin oil aerosol after an exposure of 120 mg, as received.	The maximum penetration of the filtering half mask with paraffin oil aerosol at 95 l / min, after an exposure of 120 mg, as received, shall be: FFP2, 6% FFP3, 1%	5,00 %
Resistance to breathing, as received	The maximum resistance for samples in inhalation at 30 l/min, as received, shall be: - For FFP2, the breathing resistance at 30 l/min shall be: 0.7 mbar -For FFP3, the breathing resistance at 30 l/min shall be: 1.0 mbar.	0,20 mbar
	The maximum resistance for samples in inhalation at 95 l/min as received shall be: For FFP2, the breathing resistance at 95 l/min shall be: 2.4 mbar For FFP3, the breathing resistance at 95 l/min shall be: 3.0 mbar	1,85 mbar
	The maximum resistance for samples, as received, in exhalation at 160 l/min shall be 3.0 mbar	2,88 mbar

Remark

1. The remaining tests of the according to the standard according to RfU PPE-R/02.075 have not been evaluated.
2. The obtained results are indicative values of a preliminary study that does not give conformity to the product.
3. The levels FFP2 or FFP3 are guidance parameters from the standard EN 149: 2001 + A1: 2009, not applicable for RfU PPE-R / 02.075 since the final validity for COVID 19 certification method is according to a PASS / NOT PASS.



**BUREAU
VERITAS**

Technical Report: **(5220)133-0154-R2**

The report is amendment of and supersedes the previous report (5220)133-0154-R1 dated June 26, 2020
June 30, 2020

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DESCRIPTION OF SAMPLES





TEST RESULT

FILTER PENETRATION WITH PARAFFIN OIL

Standard

EN 149:2001+A1:2009 (point 8.11) modified by RfU PPE-R/02.075

Apparatus

Paraffin oil penetration equipment.

Testing conditioning

Test date	Initial	Final
20/06/2020	23,3 °C / 54,9 %	23,2 °C / 54,7 %

Sample Conditioning

- Samples: as received.

Observation or deviation of the standard

Test uncertainty

The expanded uncertainty is $\pm 18\%$ of the value of the measured for a probability of coverage of 95%.



TEST RESULT

Result:

Paraffin oil penetration test (3 min.)	
Sample No.	Average value of penetration %
1	1,43
2	2,83

Exposure to 120mg of Paraffin oil	
Sample No.	Max. value of penetration %
1	5,0

Requirements to be met according to RfU PPE-R/02.075

Maximum penetration to the paraffin oil of the filter material:

Classification (*)	Paraffin oil test 95 l/min % Max.
FFP2	6
FFP3	1

(*) The levels FFP2 or FFP3 are guidance parameters from the standard EN 149: 2001 + A1: 2009, not applicable for RfU PPE-R / 02.075 since the final validity for COVID 19 certification method is according to a PASS / NOT PASS.

The analysis was performed by a BV assessed competent subcontractor laboratory.



TEST RESULT

BREATHING RESISTANCE

Standard

EN 149:2001 + A1:2009 (point 8.9) modified by RfU PPE-R/02.075

Apparatus

Sheffield test head, constant breathing equipment and digital flowmeter.

Test conditioning

Test date	Initial	Final
20/06/2020	23,4 °C / 54,7%	23,9 °C / 53,4%

Sample Conditioning

- Samples: as received.

Observation or deviation of the standard

Uncertainty

The expanded uncertainty is $\pm 10 \%$ of the value of the measured for a probability of coverage of 95%.



TEST RESULT

Result

Sample No.	Resistance to inhalation (30 l / min) mbar	Resistance to inhalation (95 l / min) mbar
1	0,17	1,42
2	0,18	1,85
3	0,20	1,61

Sample No.	Resistance to exhalation (160 l / min) mbar				
	Forward	Upwards	Down	Towards the left side	Towards the right side
1	2,34	2,33	2,43	2,34	2,31
2	2,71	2,69	2,88	2,80	2,70
3	1,56	2,54	2,44	2,50	2,48

Requirements to be met according to RfU PPE-R/02.075

Classification (*)	Maximum resistance permitted (mbar)		
	Inhalation		Exhalation
	30 l / min	95 l / min	160 l / min
FFP2	0,7	2,4	3,0
FFP3	1,0	3,0	3,0

(*) The levels FFP2 or FFP3 are guidance parameters from the standard EN 149: 2001 + A1: 2009, not applicable for RfU PPE-R / 02.075 since the final validity for COVID 19 certification method is according to a PASS / NOT PASS.

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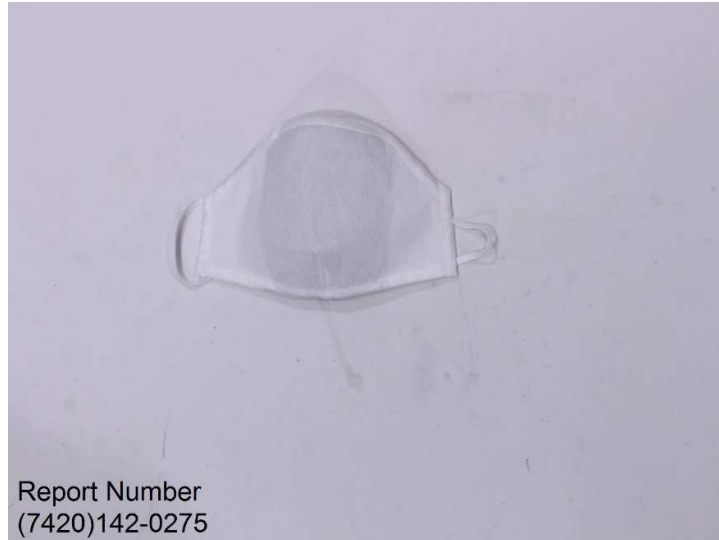
END



TEST REPORT

Technical Report: (7420)142-0275

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June 1, 2020



**Bureau Veritas Consumer Products
Services Lanka (Pvt) Ltd.**

No. 570, Galle Road, Katubedda, Moratuwa, Sri Lanka
Tel: (9411) 2350111-115 (dedicated lines), Fax: (9411)
112622198 & 199
Email: bvcps.lanka@lk.bureauveritas.com

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TEST PROPERTY	PASS	FAIL	COMMENTS
FLAMMABILITY OF CLOTHING TEXTILES	X		

Contact information for this report (Technical and General Inquiries and Feedback)

GENERAL INQUIRIES:		
SAYURI GANGANI	TEL: +94 768 229 444	E-MAIL: sayuri.gangani@lk.bureauveritas.com
KALUM PERERA	TEL: +94 768 229 448	E-MAIL: kalum.perera@lk.bureauveritas.com
TECHNICAL INQUIRIES:		
WIMARSHI INDEEWARIE	TEL: +94 112 350 124	E-MAIL: wimarshi.indeewarie@lk.bureauveritas.com
FEED BACK:		
KUMUDINI RATHNAYAKE – ASST. QA Manager	TEL: +94 768 229 455	E-MAIL: kumudinie.rathnayake@lk.bureauveritas.com

BUREAU VERITAS CONSUMER PRODUCTS SERVICES LANKA (PVT) LTD.
AUTHORIZED SIGNATORY



Approved By:

INDEEWARIE JAYASUNDARA
SENIOR EXECUTIVE – CRM

REVIEWED BY: SAJEEVAN

TEST RESULTS

TEST PROPERTY **REQUIREMENTS**

FLAMMABILITY OF CLOTHING TEXTILES (16 CFR 1610)

FABRIC SURFACE	PLAIN FIBER SURFACE	
DIRECTION TO BE TESTED	WIDTH LENGTHWISE	
AS RECEIVED	TIME OF FLAME SPREAD	BURNING CODE
	1 /	IBE
	2 /	IBE
	3 /	IBE
	4 /	IBE
	5 /	IBE
	AVG	
AFTER ONE DRYCLEANING / LAUNDERING	TIME OF FLAME SPREAD	BURNING CODE
	1 /	IBE
	2 /	IBE
	3 /	IBE
	4 /	IBE
	5 /	IBE
	AVG	
CLASSIFICATION	PASS	CLASS 1

DNI	DID NOT IGNITE.
IBE	IGNITED, BUT EXTINGUISHED.
SF uc	SURFACE FLASH, UNDER THE STOP THREAD, BUT DOES NOT BREAK THE STOP THREAD.
SF pw	SURFACE FLASH, PART WAY. NO TIME SHOWN BECAUSE THE SURFACE FLASH DID NOT REACH THE STOP THREAD.
SF poi	SURFACE FLASH, AT THE POINT OF IMPINGEMENT ONLY. (EQUIVALENT TO "DID NOT IGNITE" FOR PLAIN SURFACES.)
0.0 sec.	ACTUAL BURN TIME MEASURED AND RECORDED BY THE TIMING DEVICE.(IGNITION TIME 2.0 SECONDS)
0.0 SF only	TIME IN SECONDS, SURFACE FLASH ONLY. NO DAMAGE TO THE BASE FABRIC.
0.0 SFBB	TIME IN SECONDS, SURFACE FLASH BASE BURN STARTING AT PLACES OTHER THAN THE POINT OF IMPINGEMENT AS A RESULT OF SURFACE FLASH.
0.0 SFBB poi	TIME IN SECONDS, SURFACE FLASH BASE BURN STARTING AT THE POINT OF IMPINGEMENT. THIS RESULT DOES NOT QUALIFY AS A BASE BURN UNDER THE CURRENT INTERPRETATION OF PART OF 16 CFR PART 1610.
0.0 SFBB poi*	TIME IN SECONDS, SURFACE FLASH BASE BURN POSSIBLY STARTING AT THE POINT OF IMPINGEMENT. THE ASTERISK (*) IS ACCOMPANIED BY THE FOLLOWING STATEMENT: "UNABLE TO MAKE ABSOLUTE DETERMINATION AS TO SOURCE OF BASE BURNS." THIS STATEMENT IS ADDED TO THE RESULT OF ANY SPECIMEN IF THERE IS A QUESTION AS TO ORIGIN OF THE BASE BURN.

CPS CONDITIONS OF SERVICE

The party that submits a completed service request form to Company or signs a quotation issued by the Company for its performance of services ("Services") is the "Client" under these Conditions of Service. The entity within the Bureau Veritas Consumer Products Services division accepting the service request form and issuing the Report documenting the results of those Services is the "Company" under these Conditions of Service. Company and Client are, together, the "Parties" and each is a "Party". A request for Services constitutes a legally binding agreement on both Parties when such a request is accepted by the Company ("Agreement") under the following terms and conditions (collectively, "Conditions"):

1. Services. (a) The completion of the Services shall be evidenced by the Company's issuing to Client a written report setting forth the results of the Services based upon the properly accepted request, applicable protocols, written information, and where applicable, the product sample provided by Client to Company ("Report"). Company may delegate/assign the performance of all or a portion of the Services to an affiliate of Company or to an agent or subcontractor. Client shall provide to Company on a timely basis, all documents and information necessary to enable Company to properly perform the Services. Company may, in its sole discretion, dispose of product samples furnished to Company for the Services that were not destroyed in the course of performance of the Services. (b) Client represents and warrants to Company that (i) each product sample is not submitted in violation of a third party's intellectual property rights; (ii) Client will not use and rely upon Company's Report for any product whose properties differ from the sample(s) upon which the Report is based; and (iii) any goods subject to inspection will be completely prepared for the type of inspection booked for the specified date, and (c) Client accepts sole responsibility and liability for the accuracy of documents submitted to government or other regulatory bodies, including certificates of compliance required under the US Consumer Product Safety Improvement Act and EU requirements under REACH regulations. Client's responsibility and liability for accuracy shall apply even where Company has provided assistance to Client in preparation of such documentation.

2. Report. (a) The Report shall (i) constitute the sole deliverable for the Services; (ii) relate solely to the facts and circumstances as observed and recorded by Company at the time of performance of the Services within the limits of written information and instructions received from Client; Company shall have no obligation to update the Report after its issuance. Where the Services include testing or inspection: (i) the Report will set forth the findings of Company solely with respect to the product samples identified therein and (ii) the results set forth in the Report are not to be construed as indicative or representative of the quality or characteristics of the lot from which a product sample was taken for Company's performance of Services. (b) The Report is issued solely by Company, is intended for the exclusive use of Client and its affiliates and, except as required by a regulatory body, shall not be published, used for advertising purposes, copied or replicated for distribution or publicly disclosed without Company's prior written consent. Company is not responsible for any third party's interpretation of the Report. (c) Client shall not request a Report for purposes of litigation, nor shall it list Company, its affiliates or employees as an expert in any proceeding without Company's prior written consent. If Client anticipates producing or otherwise using the Report in any legal proceedings, it shall so notify Company prior to submitting the Report in such proceeding.

3. Representations and Warranties. (a) Company undertakes due care and ordinary skill in the performance of its Services. (b) Client agrees that Company is neither an insurer nor a guarantor and does not take the place of Client or the third parties that it retains, including designers, manufacturers, agents, buyers, distributors, and transportation or shipping companies; Company disclaims all liability in such capacities. Client understands that, if it seeks to protect itself from claims of loss, damage or injury, it should obtain appropriate insurance. (c) Company does not warrant or guarantee Client's products, and Company's Report does not represent a warranty of merchantability, a warranty of fitness for a particular purpose, or any other warranty or guarantee.

4. Payment. Payment in full shall be due 30 days after the date of invoice, failing which Company may revoke any credit extended to Client. Client shall reimburse Company for (i) interest on overdue amounts from the due date until paid at an interest rate of 1.5% per month and (ii) any other costs Company incurs in collecting past due amounts, including court, attorneys and collection agencies' fees.

5. Intellectual Property. The names, service marks, trademarks and copyrights of Company and its affiliates (collectively, the "Marks") are and remain the sole property of Company and shall not be used by Client. Client shall not contest the validity of the Marks or take any action that might impair the value or goodwill associated with the Marks or the image or reputation of Company or its affiliates. Client understands that any information or samples submitted to Company is a license for Company to use the same in the performance of Services.

6. Relationship. (a) Nothing herein creates a partnership, agency or joint venture between the Parties. (b) The failure to require strict observance or performance of any provision of these Conditions shall not be construed to be a waiver of a Party's right to later require strict observance and performance of the same. If any provision of these Conditions is held to be invalid or unenforceable, such invalidity shall not invalidate the remainder of the Conditions. (c) For a period of two years after the commencement of this Agreement, Client shall not directly or indirectly try to solicit for employment any of Company's employees.

7. INDEMNITY. CLIENT SHALL HOLD HARMLESS AND INDEMNIFY COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS AGAINST ALL THIRD-PARTY CLAIMS FOR LOSS, DAMAGE, INJURY, DEATH, OR EXPENSE OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM OR RELATING TO (i) THE PERFORMANCE OF ANY SERVICES BY COMPANY, (ii) THE SALE, RESALE, MANUFACTURE, DISTRIBUTION OR USE OF ANY OF CLIENT'S GOODS OR (iii) BREACH OF CLIENT'S OBLIGATIONS OR WARRANTIES HEREIN.

8. LIMITATIONS OF LIABILITY. (A) COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS IN CONNECTION WITH THE REPORT, THE PRODUCT FOR WHICH SERVICES WERE PERFORMED, OR THE SERVICES PROVIDED BY COMPANY HEREUNDER. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER RESULTING FROM ANY DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER OR FROM THE FAILURE OF COMPANY TO PROVIDE ITS SERVICES WITHIN ANY TIME PERIOD FOR COMPLETION ESTIMATED BY COMPANY, REGARDLESS OF THE CAUSE OF THE DELAY OR FAILURE. (B) THE ENTIRE FINANCIAL AND LEGAL LIABILITY OF COMPANY IN RESPECT OF ANY CLAIM FOR LOSS, INDEMNITY, CONTRIBUTION OR DAMAGE OF WHATEVER NATURE OR HOWSOEVER ARISING, SHALL NOT EXCEED AN AMOUNT EQUAL TO FIVE (5) TIMES THE AMOUNT OF FEES PAID TO COMPANY FOR THE SPECIFIC SERVICES WHICH GAVE RISE TO SUCH CLAIM.

9. Force Majeure. If any event of force majeure or any event outside the control of Company occurs, Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.

10. Governing Law. These Conditions shall be governed by the laws of the country as follows: for Services performed in (i) the Americas: the laws of New York, (ii) Asia Pacific, South Asia, Middle East and Africa: the laws of Hong Kong (except for China where PRC laws govern), and (iii) Europe: the laws of England.

11. Dispute Resolution. (a) If Client desires to assert a claim relating to the Services, it must submit the same to Company in writing setting forth with particularity the basis for such claim within 90 days of discovery of the claim and not more than six months after the date of issuance of the Report. Client waives any and all claims without limitation that it does not submit within such time periods. (b) If a dispute arises under this Agreement, the Parties shall first attempt good faith negotiations, failing which, the Parties (i) agree that the courts of the country of governing law shall have exclusive jurisdiction to settle any such dispute related to this Agreement and (ii) irrevocably waive their right to trial by jury in any such action or proceeding.

12. These Conditions, the applicable order form and/or quotation and the Report represent the entire understanding of the Parties on the subject matter hereof, and no modification is binding unless in writing. Any of Client's terms and conditions attached to, enclosed with or referred to in any order form, purchase order or other document shall not apply.

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END OF THE REPORT

TEST REPORT

Report No: (7420)142-0280

May 28, 2020

Page 1 of 4

Applicant: Puritas (Private) Limited

Address: No. 25, Foster Lane,
Colombo 10,
Sri Lanka.

Attn: Mr. Dayan Ganegoda

Sample Description: Sample Received As:
01 No. of Face Mask Sample Submitted By The Client

Sample Identified By The Client As:
Oxypura Care Face Mask

Label Detail: Colour: White
MFD: 20.03.2020
EXP: 20.03.2023
Batch No.: CARE.FM-001MLA

Date Received: May 21, 2020

Date Out: May 28, 2020

Test Requested: Bacterial Filtration Efficiency (BFE) Test According to BS
EN 14683:2019 Test

Photo of the Submitted Sample



TEST REPORT

Report No:

(7420)142-0280

May 28, 2020

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TEST RESULTS

Test Article: Oxypura Care Face Mask

Test Method: Bacterial Standard Test Method for Evaluating the Bacterial Filtration Efficiency (BEF) of Medical Face Mask Materials, Using a Biological Aerosol of *Staphylococcus aureus* (BS EN 14683:2019)

Summary of Test Method

The medical face mask material is clamped between a six-stage cascade impactor and an aerosol chamber. The bacterial aerosol is introduced into the aerosol chamber using a nebulizer and a culture suspension of *Staphylococcus aureus*. The aerosol is drawn through the medical face mask material using a vacuum attached to the cascade impactor. The six-stage cascade impactor uses six agar plates to collect aerosol droplets which penetrate the medical face mask material. Control samples are collected with no test specimen clamped in the test apparatus to determine the upstream aerosol counts.

The agar plates from the cascade impactor are incubated for 48 h and counted to determine the number of viable particles collected. The ratio of the upstream counts to the downstream counts collected for the test specimen are calculated and reported as a percent bacterial filtration efficiency.

Conditioning Period (At temperature of 21 ± 5 °C and relative humidity of 85 ± 5 %): 4 hours

Side of the specimen oriented toward the challenge aerosol: Outward Side

BFE Area Tested: ~ 50 cm²

BFE Flow Rate: 28.3 Liters per minute (L/min)

Mean Particle size of the challenge aerosol: $3.0\mu\text{m} \pm 0.1\mu\text{m}$

Average Plate count Results for positive Controls: 1900

Average Plate count Results for Negative Controls: 01

Test Article Number	Plate count total for test sample (T)	Percent Bacterial Filtration Efficiency (BFE) (%)
1	14	99.3
2	14	99.3
3	16	99.2
4	15	99.2
5	14	99.3
Average	15	99.2
Performance requirements for medical face masks as per Medical face mask-requirements & test methods (ASTM F 2101-19 /BSEN 14683:2019)		
Type I ^a	Type II	Type II R
≥95	≥98	≥98

TEST REPORT

Report No: (7420)142-0280

May 28, 2020

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NOTE

There filtration efficiency percentages are calculated using the following equation:

$$\% \text{ BFE} = \frac{C-T}{C} \times 100$$

C= Average plate count total for Test controls

T= Plate count total for test sample

NOTE: Test was conducted as direct in test Method (BS EN 14683:2019)

Contact information for this report (Technical and General Inquiries and Feedback)

GENERAL INQUIRIES:		
IROSHA UDUGAMPALA	TEL: +94 768 229 528	E-MAIL: Irosha.Udugampala@lk.bureauveritas.com
TECHNICAL INQUIRIES:		
RUWANI AMARASINGHE	TEL: +94 768 229 457	E-MAIL: ruwani.amarasinghe@lk.bureauveritas.com
FEED BACK:		
DHANUKA PERERA – EXECUTIVE QHSE	TEL: +94 768 229 479	E-MAIL: dhanuka.perera@lk.bureauveritas.com

REVIEWED BY: KASHMI JAYATHISSA

BUREAU VERITAS CONSUMER PRODUCTS SERVICES LANKA (PVT) LTD.

AUTHORIZED SIGNATORY



APPROVED BY: _____
RUWINI AMARASINGHE
SENIOR EXECUTIVE –
MICROBIOLOGY LABORATORY

Bureau Veritas Consumer Products Services Lanka (Pvt) Ltd.

No. 570, Galle Road, Katubedda, Moratuwa, Sri Lanka
Tel: (9411) 2350111-115 (dedicated lines), Fax: (9411) 112622198 & 199
Email: bvcps.lanka@lk.bureauveritas.com

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TEST REPORT

Report No: (7420)142-0283

May 28, 2020

Page 1 of 3

Applicant: Puritas (Private) Limited

Address: No. 25, Foster Lane,
Colombo 10,
Sri Lanka.

Attn: Mr. Dayan Ganegoda

Sample Description: Face Mask sample submitted by the client.

Label Detail: Oxypura Care Face Mask
Colour: White

Date Received: May 21, 2020

Date Out: May 28, 2020

Test Requested: pH Value Test

Photo of the Submitted Sample



TEST REPORT

Report No:

(7420)142-0283

May 28, 2020

Page 2 of 3

TEST RESULTS

pH Value (ISO 3071)

Face Mask: 8.7

Contact information for this report (Technical and General Inquiries and Feedback)

GENERAL INQUIRIES:		
MUDITHA MADHUSHANKA	TEL: +94 112 350 111	E-MAIL: muditha.ma@bureauveritas.com
TECHNICAL INQUIRIES:		
ROHITHA GUNARATHNA	TEL: +94 768 229 459	E-MAIL: rohitha.gunarathna@bureauveritas.com
FEED BACK:		
DHANUKA PERERA – QA Executive	TEL: +94 768 229 479	E-MAIL: dhanuka.perera@bureauveritas.com

BUREAU VERITAS CONSUMER PRODUCTS SERVICES LANKA (PVT) LTD

AUTHORIZED SIGNATORY

REVIEWED BY: KASHMI JAYATHISSA



APPROVED BY:

ROHITHA GUNARATHNA
MANAGER –
ANALYTICAL LABORATORY

Bureau Veritas Consumer Products Services Lanka (Pvt) Ltd.

No. 570, Galle Road, Katubedda, Moratuwa, Sri Lanka
Tel: (9411) 2350111-115 (dedicated lines), Fax: (9411)
112622198 & 199
Email: bvcp.lanka@lk.bureauveritas.com

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TEST REPORT

Report No:

(7420)142-0283

May 28, 2020

Page 3 of 3

CPS CONDITIONS OF SERVICE

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TEST REPORT

Report No: (7420)142-0284

May 28, 2020

Page 1 of 3

Applicant: Puritas (Private) Limited

Address: No. 25, Foster Lane,
Colombo 10,
Sri Lanka.

Attn: Mr. Dayan Ganegoda

Sample Description: Face Mask sample submitted by the client.

Label Detail: Oxypura Care Face Mask
Colour: White
MFD: 20.03.2020
EXP: 20.03.2023
Batch No.: CARE.FM-001MLA

Date Received: May 21, 2020

Date Out: May 28, 2020

Test Requested: Formaldehyde Content Test

Photo of the Submitted Sample



TEST REPORT

Report No:

(7420)142-0284

May 28, 2020

Page 2 of 3

TEST RESULTS

Formaldehyde Content (ISO 14184-1)

Outside White Fabric: Not Detected
Fusing: Not Detected
Inside Filter: Not Detected
Elastic: Not Detected

Reporting Limit: 16ppm

Contact information for this report (Technical and General Inquiries and Feedback)


GENERAL INQUIRIES:		
MUDITHA MADHUSHANKA	TEL: +94 112 350 111	E-MAIL: muditha.ma@bureauveritas.com
TECHNICAL INQUIRIES:		
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BUREAU VERITAS CONSUMER PRODUCTS SERVICES LANKA (PVT) LTD

AUTHORIZED SIGNATORY

REVIEWED BY: KASHMI JAYATHISSA

APPROVED BY:



ROHITHA GUNARATHNA
MANAGER –
ANALYTICAL LABORATORY

Bureau Veritas Consumer Products Services Lanka (Pvt) Ltd.

No. 570, Galle Road, Katubedda, Moratuwa, Sri Lanka
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112622198 & 199
Email: bvcp.lanka@lk.bureauveritas.com

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TEST REPORT

Report No:

(7420)164-0319

June 26, 2020

Page 1 of 5

Applicant: Puritas (Private) Limited

Address: No. 25, Foster Lane,
Colombo 10,
Sri Lanka.

Attn: Mr. Dayan Ganegoda

Sample Description:

Sample Received As:
06 Nos. of Face Mask Samples Submitted By The Client

Sample Identified By The Client As:
Oxypura Care Face Mask

Label Detail:

Colour: White
MFD: 20.03.2020
EXP: 20.03.2023
Batch No.: CARE.FM-001MLA

Washing Instructions:

- Dip The Mask In Boiling Water For 3 To 5 Minutes And Sun Dry (Repeat The Same For 7 Cycles)
- Do Not Expose The Mask To Dry Heat
- Do Not Use Any Antiseptics, Detergents / Soap
- Do Not Rub, Squeeze
- Do Not Machine Wash

Date Received:

June 12, 2020

Date Out:

June 26, 2020

Test Requested:

Bacterial Filtration Efficiency (BFE) Test According to BS EN 14683:2019 Test

TEST REPORT

Report No:

(7420)164-0319

June 26, 2020

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Photo of the Submitted Sample



TEST REPORT

Report No:

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TEST RESULTS

Test Article: Oxypura Care Face Mask

Test Method: Bacterial Standard Test Method for Evaluating the Bacterial Filtration Efficiency (BFE) of Medical Face Mask Materials, Using a Biological Aerosol of *Staphylococcus aureus* (BS EN 14683:2019)

Summary of Test Method

The medical face mask material is clamped between a six-stage cascade impactor and an aerosol chamber. The bacterial aerosol is introduced into the aerosol chamber using a nebulizer and a culture suspension of *Staphylococcus aureus*. The aerosol is drawn through the medical face mask material using a vacuum attached to the cascade impactor. The six-stage cascade impactor uses six agar plates to collect aerosol droplets which penetrate the medical face mask material. Control samples are collected with no test specimen clamped in the test apparatus to determine the upstream aerosol counts.

The agar plates from the cascade impactor are incubated for 48 h and counted to determine the number of viable particles collected. The ratio of the upstream counts to the downstream counts collected for the test specimen are calculated and reported as a percent bacterial filtration efficiency.

Test Results

Conditioning Period (At temperature of 21 ± 5 °C and relative humidity of 85 ± 5 %): 4 hours

Side of the specimen oriented toward the challenge aerosol: Outward Side

BFE Area Tested: ~ 50 cm²

BFE Flow Rate: 28.3 Liters per minute (L/min)

Mean Particle size of the challenge aerosol: $3.0\mu\text{m} \pm 0.1\mu\text{m}$

Average Plate count Results for positive Controls: 2000

Average Plate count Results for Negative Controls: 01

Test Article Number	Plate count total for test sample (T)	Percent Bacterial Filtration Efficiency (BFE) (%)
1	35	98.3
2	38	98.1
3	65	96.8
4	32	98.4
5	35	98.3
Average	41	98.0
Performance requirements for medical face masks as per Medical face mask-requirements & test methods (ASTM F 2101-19 / BS EN 14683:2019)		
Type I ^a	Type II	Type II R
≥95	≥98	≥98

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NOTE

There filtration efficiency percentages are calculated using the following equation:

$$\% \text{ BFE} = \frac{C-T}{C} \times 100$$

C= Average plate count total for Test controls

T= Plate count total for test sample

NOTE: Test was conducted as direct in test Method (ASTM F 2101-19 / BS EN 14683:2019)

Comment: Sample was washed as per washing instructions given by vendor before testing

Contact information for this report (Technical and General Inquiries and Feedback)


GENERAL INQUIRIES:		
IROSHA UDUGAMPALA	TEL: +94 768 229 528	E-MAIL: Irosha.Udugampala@lk.bureauveritas.com
TECHNICAL INQUIRIES:		
RUWANI AMARASINGHE	TEL: +94 768 229 457	E-MAIL: ruwani.amarasinghe@lk.bureauveritas.com
FEED BACK:		
DHANUKA PERERA – EXECUTIVE QHSE	TEL: +94 768 229 479	E-MAIL: dhanuka.perera@lk.bureauveritas.com

REVIEWED BY: KASHMI JAYATHISSA

BUREAU VERITAS CONSUMER PRODUCTS SERVICES LANKA (PVT) LTD.

AUTHORIZED SIGNATORY

APPROVED BY:


RUWINI AMARASINGHE
SENIOR EXECUTIVE -
MICROBIOLOGY LABORATORY

Bureau Veritas Consumer Products Services Lanka (Pvt) Ltd.

No. 570, Galle Road, Katubedda, Moratuwa, Sri Lanka
Tel: (9411) 2350111-115 (dedicated lines), Fax: (9411) 112622198 & 199
Email: bvcps.lanka@lk.bureauveritas.com

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CPS CONDITIONS OF SERVICE

The party that submits a completed service request form to Company or signs a quotation issued by the Company for its performance of services ("Services") is the "Client" under these Conditions of Service. The entity within the Bureau Veritas Consumer Products Services division accepting the service request form and issuing the Report documenting the results of those Services is the "Company" under these Conditions of Service. Company and Client are, together, the "Parties" and each is a "Party". A request for Services constitutes a legally binding agreement on both Parties when such a request is accepted by the Company ("Agreement") under the following terms and conditions (collectively, "Conditions").

1. Services. (a) The completion of the Services shall be evidenced by the Company's issuing to Client a written report setting forth the results of the Services based upon the properly accepted request, applicable protocols, written information, and where applicable, the product sample provided by Client to Company ("Report"). Company may delegate/assign the performance of all or a portion of the Services to an affiliate of Company or to an agent or subcontractor. Client shall provide to Company on a timely basis, all documents and information necessary to enable Company to properly perform the Services. Company may, in its sole discretion, dispose of product samples furnished to Company for the Services that were not destroyed in the course of performance of the Services. (b) Client represents and warrants to Company that (i) each product sample is not submitted in violation of a third party's intellectual property rights; (ii) Client will not use and rely upon Company's Report for any product whose properties differ from the sample(s) upon which the Report is based; and (iii) any goods subject to inspection will be completely prepared for the type of inspection booked for the specified date, and (c) Client accepts sole responsibility and liability for the accuracy of documents submitted to government or other regulatory bodies, including certificates of compliance required under the US Consumer Product Safety Improvement Act and EU requirements under REACH regulations. Client's responsibility and liability for accuracy shall apply even where Company has provided assistance to Client in preparation of such documentation.

2. Report. (a) The Report shall (i) constitute the sole deliverable for the Services, (ii) relate solely to the facts and circumstances as observed and recorded by Company at the time of performance of the Services within the limits of written information and instructions received from Client; Company shall have no obligation to update the Report after its issuance. Where the Services include testing or inspection: (i) the Report will set forth the findings of Company solely with respect to the product samples identified therein and (ii) the results set forth in the Report are not to be construed as indicative or representative of the quality or characteristics of the lot from which a product sample was taken for Company's performance of Services. (b) The Report is issued solely by Company, is intended for the exclusive use of Client and its affiliates and, except as required by a regulatory body, shall not be published, used for advertising purposes, copied or replicated for distribution or publicly disclosed without Company's prior written consent. Company is not responsible for any third party's interpretation of the Report. (c) Client shall not request a Report for purposes of litigation, nor shall it list Company, its affiliates or employees as an expert in any proceeding without Company's prior written consent. If Client anticipates producing or otherwise using the Report in any legal proceedings, it shall so notify Company prior to submitting the Report in such proceeding.

3. Representations and Warranties. (a) Company undertakes due care and ordinary skill in the performance of its Services. (b) Client agrees that Company is neither an insurer nor a guarantor and does not take the place of Client or the third parties that it retains, including designers, manufacturers, agents, buyers, distributors, and transportation or shipping companies; Company disclaims all liability in such capacities. Client understands that, if it seeks to protect itself from claims of loss, damage or injury, it should obtain appropriate insurance. (c) Company does not warrant or guarantee Client's products, and Company's Report does not represent a warranty of merchantability, a warranty of fitness for a particular purpose, or any other warranty or guarantee.

4. Payment. Payment in full shall be due 30 days after the date of invoice, failing which Company may revoke any credit extended to Client. Client shall reimburse Company for (i) interest on overdue amounts from the due date until paid at an interest rate of 1.5% per month and (ii) any other costs Company incurs in collecting past due amounts, including court, attorneys and collection agencies' fees.

5. Intellectual Property. The names, service marks, trademarks and copyrights of Company and its affiliates (collectively, the "Marks") are and remain the sole property of Company and shall not be used by Client. Client shall not contest the validity of the Marks or take any action that might impair the value or goodwill associated with the Marks or the image or reputation of Company or its affiliates. Client understands that any information or samples submitted to Company is a license for Company to use the same in the performance of Services.

6. Relationship. (a) Nothing herein creates a partnership, agency or joint venture between the Parties. (b) The failure to require strict observance or performance of any provision of these Conditions shall not be construed to be a waiver of a Party's right to later require strict observance and performance of the same. If any provision of these Conditions is held to be invalid or unenforceable, such invalidity shall not invalidate the remainder of the Conditions. (c) For a period of two years after the commencement of this Agreement, Client shall not directly or indirectly try to solicit for employment any of Company's employees.

7. INDEMNITY. CLIENT SHALL HOLD HARMLESS AND INDEMNIFY COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS AGAINST ALL THIRD-PARTY CLAIMS FOR LOSS, DAMAGE, INJURY, DEATH, OR EXPENSE OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM OR RELATING TO (I) THE PERFORMANCE OF ANY SERVICES BY COMPANY, (II) THE SALE, RESALE, MANUFACTURE, DISTRIBUTION OR USE OF ANY OF CLIENT'S GOODS OR (III) BREACH OF CLIENT'S OBLIGATIONS OR WARRANTIES HEREIN.

8. LIMITATIONS OF LIABILITY. (A) COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS IN CONNECTION WITH THE REPORT, THE PRODUCT FOR WHICH SERVICES WERE PERFORMED, OR THE SERVICES PROVIDED BY COMPANY HEREUNDER. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER RESULTING FROM ANY DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER OR FROM THE FAILURE OF COMPANY TO PROVIDE ITS SERVICES WITHIN ANY TIME PERIOD FOR COMPLETION ESTIMATED BY COMPANY, REGARDLESS OF THE CAUSE OF THE DELAY OR FAILURE. (B) THE ENTIRE FINANCIAL AND LEGAL LIABILITY OF COMPANY IN RESPECT OF ANY CLAIM FOR LOSS, INDEMNITY, CONTRIBUTION OR DAMAGE OF WHATEVER NATURE OR HOWSOEVER ARISING, SHALL NOT EXCEED AN AMOUNT EQUAL TO FIVE (5) TIMES THE AMOUNT OF FEES PAID TO COMPANY FOR THE SPECIFIC SERVICES WHICH GAVE RISE TO SUCH CLAIM.

9. Force Majeure. If any event of force majeure or any event outside the control of Company occurs, Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.

10. Governing Law. These Conditions shall be governed by the laws of the country as follows: for Services performed in (i) the Americas: the laws of New York, (ii) Asia Pacific, South Asia, Middle East and Africa: the laws of Hong Kong (except for China where PRC laws govern), and (iii) Europe: the laws of England.

11. Dispute Resolution. (a) If Client desires to assert a claim relating to the Services, it must submit the same to Company in writing setting forth with particularity the basis for such claim within 90 days from discovery of the claim and not more than six months after the date of issuance of the Report. Client waives any and all claims without limitation that it does not submit within such time periods. (b) If a dispute arises under this Agreement, the Parties shall first attempt good faith negotiations, failing which, the Parties (i) agree that the courts of the country of governing law shall have exclusive jurisdiction to settle any such dispute related to this Agreement and (ii) irrevocably waive their right to trial by jury in any such action or proceeding.

12. These Conditions, the applicable order form and/or quotation and the Report represent the entire understanding of the Parties on the subject matter hereof, and no modification is binding unless in writing. Any of Client's terms and conditions attached to, enclosed with or referred to in any order form, purchase order or other document shall not apply.

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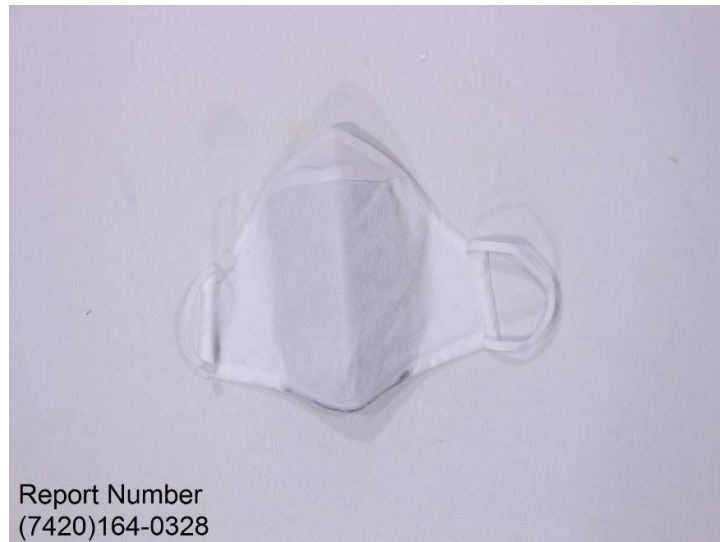
END OF THE REPORT.

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TEST REPORT

Technical Report: (7420)164-0328(R2)

Page 1 of 5
June 26, 2020



**Bureau Veritas Consumer Products
Services Lanka (Pvt) Ltd.**

No. 570, Galle Road, Katubedda, Moratuwa, Sri Lanka
Tel: (9411) 2350111-115 (dedicated lines), Fax: (9411)
112622198 & 199
Email: bvcp.lanka@lk.bureauveritas.com

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TEST REPORT

TO: PURITAS PRIVATE LIMITED
NO:25, FOSTER LANE,
COLOMBO 10

ATTN: DAYAN GANEGODA

LAB NO.: (7420)164-0328(R2)
FORM NO.: 022054
DATE IN: JUN 12,2020
MODIFIED DATE IN: /
DATE OUT: JUN 22,2020
REVISION DATE IN: JUN 24,2020
REVISION DATE OUT: JUN 24,2020
REVISION DATE IN: JUN 26,2020
REVISION DATE OUT: JUN 26,2020
NO. OF WORKING DAYS: /

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OVERALL RATING	
PASS	_____
FAIL	_____
DATA	_____ X _____

Vendor:	PURITAS PRIVATE LIMITED	Agent:	/
Fabric Supplier/Mill:	/	Factory/Manufacturer:	PURITAS PRIVATE LIMITED
P.O. No.:	/	Style No.:	/
Sample Description:	01 NO. OXYPURA CARE FACE MASK. (MFD: 20.04. 2020- EXD: 20.04.2023)	Style Description:	/
Color:	WHITE	Country of Origin:	/
Claimed Fabric Weight:	/	Claimed Fabric Count:	/
Yarn Size:	/	Submitted Size:	/
Size Range:	/	FPU No.:	/
GPU No.:	/	End Use:	/

Product Category	MASK
Test Requested	DETERMINATION OF BREATHABILITY (DIFFERENTIAL PRESSURE)
Previous Report No.	/

Submitted Fiber Content	/
Actual Fiber Content	/
Suggested Fiber Content	/
Submitted Care Instruction(s)	DIP THE MASK IN BOILING WATER FOR 3 TO 5 MINUTES AND SUN DRY(REPEAT THE SAME FOR 7 CYCLES)
Client Expected Care Instruction	/
Suggested Care Instruction(s)	/

TEST PROPERTY	PASS	FAIL	COMMENTS
DETERMINATION OF BREATHABILITY (DIFFERENTIAL PRESSURE)			SEE RESULTS

REMARK:

1.THE TEST REPORT (7420)164-0328 HAS BEEN REPLACED WITH (7420)164-0328(R)
TO ADD CARE INSTRUCTION & REMOVE TEST REQUIREMENT AS PER VENDOR REQUEST.

2.THE TEST REPORT (7420)164-0328(R) HAS BEEN REPLACED WITH (7420)164-0328(R2)
TO ADD CORRECT CARE INSTRUCTION AS PER VENDOR REQUEST.

Contact information for this report (Technical and General Inquiries and Feedback)

GENERAL INQUIRIES:		
SAYURI GANGANI	TEL: +94 768 229 444	E-MAIL: sayuri.gangani@lk.bureauveritas.com
KALUM PERERA	TEL: +94 768 229 448	E-MAIL: kalum.perera@lk.bureauveritas.com
TECHNICAL INQUIRIES:		
WIMARSHI INDEEWARIE	TEL: +94 112 350 124	E-MAIL: wimarshi.indeewarie@lk.bureauveritas.com
FEED BACK:		
KUMUDINI RATHNAYAKE – ASST. QA Manager	TEL: +94 768 229 455	E-MAIL: kumudinie.rathnayake@lk.bureauveritas.com

BUREAU VERITAS CONSUMER PRODUCTS SERVICES LANKA (PVT) LTD.
AUTHORIZED SIGNATORY



Approved By: _____
INDEEWARIE JAYASUNDARA
SENIOR EXECUTIVE – CRM

REVIEWED BY: SAVITHRI RANWALA

TEST RESULTS

DETERMINATION OF BREATHABILITY (DIFFERENTIAL PRESSURE) EN 14683: ANNEX C

Flow rate:- 8 l/min

AFTER 7 WASHES

Top middle area	Bottom middle area	Left middle area	Right middle area	Middle area of mask	Average
Specimen 1	Specimen 2	Specimen 3	Specimen 4	Specimen 5	Differential pressure
Differential pressure	Differential pressure	Differential pressure	Differential pressure	Differential pressure	$\Delta P = (X_{m1} - X_{m2})/4,9$
Pa / cm ²	Pa / cm ²	Pa / cm ²	Pa / cm ²	Pa / cm ²	Pa / cm ²
(Pa / 4.9)	(Pa / 4.9)	(Pa / 4.9)	(Pa / 4.9)	(Pa / 4.9)	
102.9	105.1	104.5	103.5	104.1	104.0

X_{m1} - is the pressure in Pa, measured by manometer M1 – low pressure side of the material;

X_{m2} - is the pressure in Pa, measured by manometer M2 – high pressure side of the material;

4.9 – is the (in cm²) of the test material;

ΔP - is the differential pressure per cm² of test material expressed in Pa / cm².

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4. Payment. Payment in full shall be due 30 days after the date of invoice, failing which Company may revoke any credit extended to Client. Client shall reimburse Company for (i) interest on overdue amounts from the due date until paid at an interest rate of 1.5% per month and (ii) any other costs Company incurs in collecting past due amounts, including court, attorneys and collection agencies' fees.

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END OF THE REPORT



TEST REPORT

Report No: (7420)190-0150

July 29, 2020

Page 1 of 5

Applicant: Puritas (Private) Limited

Address: No. 25, Foster Lane,
Colombo 10,
Sri Lanka.

Sample Description: Sample Received As:
01 Pack. Of Face Mask Samples Submitted By The Client.

Sample Identified By The Client As:
Oxypura Care Face Mask

Label Detail: Colour: White
MFD: 20.03.2020
EXD: 20.03.2023
Batch No: CARE.FM-001MLA
Washing Instructions:

- Dip The Mask In Boiling Water For 3 To 5 Minutes And Sun Dry (Repeat The Same For 14 Cycles)
- Do Not Expose The Mask To Dry Heat
- Do Not Use Any Antiseptics, Detergents / Soap
- Do Not Rub, Squeeze
- Do Not Machine Wash

Date Received: July 08, 2020

Date Out: July 29, 2020

Test Requested: Determination of a population of microorganisms on products. (Microbial Cleanliness test (Bioburden) is performed on finished face masks) Test According to ISO 11737-1 :Sterilization of medical devices-Microbiological methods –Part 1

**Bureau Veritas Consumer
Products Services Lanka (Pvt)
Ltd.**

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No. 570, Galle Road, Katubedda, Moratuwa, Sri Lanka

Tel: (9411) 2350111-115 (dedicated lines), Fax: (9411)
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TEST REPORT

Report No:

(7420)190-0150

July 29, 2020

Page 2 of 5

Photo of the Submitted Sample



TEST REPORT

Report No:

(7420)190-0150

July 29, 2020

Page 3 of 5

TEST RESULTS

Test Article: Oxypura Care Face Mask

Test Method: Sterilization of medical devices-Microbiological methods –Part 1: Determination of a population of microorganisms on products. (Microbial Cleanliness test (Bioburden) is performed on finished face masks) (ISO 11737-1)

Weight Of The Mask Sample: 10.26 g

Type of microorganism	Facultative ,non-Fastidious, aerobic bacteria		Yeasts and moulds	
	cfu/mask	cfu/g	cfu/mask	cfu/g
RESULTS sample 1	15	1	12	1
RESULTS sample 2	12	1	9	1
RESULTS sample 3	12	1	9	1
RESULTS sample 4	15	1	12	1
RESULTS sample 5	18	2	15	1
Microbial cleanliness (Average results)	14	1	11	1
Microbial cleanliness cfu/g	02			
Requirement** for Medical face masks (Type I ^a , Type II , Type IIR) cfu/g	≤30			

Requirement** for medical face masks as per BS EN 14683:2019

*Sample Item Portion (SIP) is calculated on the Basis of Mass of the tested Face Mask

Removal Technique: Shaken for 5 min at 250 rpm.

NOTE

<03– Agar plate contains no colonies

cfu/g - Colony Forming Units per gram

Comment: Sample was washed as per washing instructions given by vendor before testing

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Contact information for this report (Technical and General Inquiries and Feedback)

GENERAL INQUIRIES:		
IROSHA UDUGAMPALA	TEL: +94 768 229 528	E-MAIL: Irosha.Udugampala@bureauveritas.com
TECHNICAL INQUIRIES:		
RUWANI AMARASINGHE	TEL: +94 768 229 457	E-MAIL: ruwani.amarasinghe@bureauveritas.com
FEED BACK:		
DHANUKA PERERA – EXECUTIVE QHSE	TEL: +94 768 229 479	E-MAIL: dhanuka.perera@bureauveritas.com

REVIEWED BY: KASHMI JAYATHISSA

BUREAU VERITAS CONSUMER PRODUCTS SERVICES LANKA (PVT) LTD.

AUTHORIZED SIGNATORY



APPROVED BY:

RUWINI AMARASINGHE
SENIOR EXECUTIVE –
MICROBIOLOGY LABORATORY

Bureau Veritas Consumer Products Services Lanka (Pvt) Ltd.

No. 570, Galle Road, Katubedda, Moratuwa, Sri Lanka
Tel: (9411) 2350111-115 (dedicated lines), Fax: (9411)
112622198 & 199
Email: bvcp.lanka@lk.bureauveritas.com

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CPS CONDITIONS OF SERVICE

The party that submits a completed service request form to Company or signs a quotation issued by the Company for its performance of services ("Services") is the "Client" under these Conditions of Service. The entity within the Bureau Veritas Consumer Products Services division accepting the service request form and issuing the Report documenting the results of those Services is the "Company" under these Conditions of Service. Company and Client are, together, the "Parties" and each is a "Party". A request for Services constitutes a legally binding agreement on both Parties when such a request is accepted by the Company ("Agreement") under the following terms and conditions (collectively, "Conditions"):

1. Services. (a) The completion of the Services shall be evidenced by the Company's issuing to Client a written report setting forth the results of the Services based upon the properly accepted request, applicable protocols, written information, and where applicable, the product sample provided by Client to Company ("Report"). Company may delegate/assign the performance of all or a portion of the Services to an affiliate of Company or to an agent or subcontractor. Client shall provide to Company on a timely basis, all documents and information necessary to enable Company to properly perform the Services. Company may, in its sole discretion, dispose of product samples furnished to Company for the Services that were not destroyed in the course of performance of the Services. (b) Client represents and warrants to Company that (i) each product sample is not submitted in violation of a third party's intellectual property rights, (ii) Client will not use and rely upon Company's Report for any product whose properties differ from the sample(s) upon which the Report is based, and (iii) any goods subject to inspection will be completely prepared for the type of inspection booked for the specified date, and (c) Client accepts sole responsibility and liability for the accuracy of documents submitted to government or other regulatory bodies, including certificates of compliance required under the US Consumer Product Safety Improvement Act and EU requirements under REACH regulations. Client's responsibility and liability for accuracy shall apply even where Company has provided assistance to Client in preparation of such documentation.

2. Report. (a) The Report shall (i) constitute the sole deliverable for the Services, (ii) relate solely to the facts and circumstances as observed and recorded by Company at the time of performance of the Services within the limits of written information and instructions received from Client; Company shall have no obligation to update the Report after its issuance. Where the Services include testing or inspection: (i) the Report will set forth the findings of Company solely with respect to the product samples identified therein and (ii) the results set forth in the Report are not to be construed as indicative or representative of the quality or characteristics of the lot from which a product sample was taken for Company's performance of Services. (b) The Report is issued solely by Company, is intended for the exclusive use of Client and its affiliates and, except as required by a regulatory body, shall not be published, used for advertising purposes, copied or replicated for distribution or publicly disclosed without Company's prior written consent. Company is not responsible for any third party's interpretation of the Report. (c) Client shall not request a Report for purposes of litigation, nor shall it list Company, its affiliates or employees as an expert in any proceeding without Company's prior written consent. If Client anticipates producing or otherwise using the Report in any legal proceedings, it shall so notify Company prior to submitting the Report in such proceeding.

3. Representations and Warranties. (a) Company undertakes due care and ordinary skill in the performance of its Services. (b) Client agrees that Company is neither an insurer nor a guarantor and does not take the place of Client or the third parties that it retains, including designers, manufacturers, agents, buyers, distributors, and transportation or shipping companies; Company disclaims all liability in such capacities. Client understands that, if it seeks to protect itself from claims of loss, damage or injury, it should obtain appropriate insurance. (c) Company does not warrant or guarantee Client's products, and Company's Report does not represent a warranty of merchantability, a warranty of fitness for a particular purpose, or any other warranty or guarantee.

4. Payment. Payment in full shall be due 30 days after the date of invoice, failing which Company may revoke any credit extended to Client. Client shall reimburse Company for (i) interest on overdue amounts from the due date until paid at an interest rate of 1.5% per month and (ii) any other costs Company incurs in collecting past due amounts, including court, attorneys and collection agencies' fees.

5. Intellectual Property. The names, service marks, trademarks and copyrights of Company and its affiliates (collectively, the "Marks") are and remain the sole property of Company and shall not be used by Client. Client shall not contest the validity of the Marks or take any action that might impair the value or goodwill associated with the Marks or the image or reputation of Company or its affiliates. Client understands that any information or samples submitted to Company is a license for Company to use the same in the performance of Services.

6. Relationship. (a) Nothing herein creates a partnership, agency or joint venture between the Parties. (b) The failure to require strict observance or performance of any provision of these Conditions shall not be construed to be a waiver of a Party's right to later require strict observance and performance of the same. If any provision of these Conditions is held to be invalid or unenforceable, such invalidity shall not invalidate the remainder of the Conditions. (c) For a period of two years after the commencement of this Agreement, Client shall not directly or indirectly try to solicit for employment any of Company's employees.

7. INDEMNITY. CLIENT SHALL HOLD HARMLESS AND INDEMNIFY COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS AGAINST ALL THIRD-PARTY CLAIMS FOR LOSS, DAMAGE, INJURY, DEATH, OR EXPENSE OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM OR RELATING TO (I) THE PERFORMANCE OF ANY SERVICES BY COMPANY, (II) THE SALE, RESALE, MANUFACTURE, DISTRIBUTION OR USE OF ANY OF CLIENT'S GOODS OR (III) BREACH OF CLIENT'S OBLIGATIONS OR WARRANTIES HEREIN.

8. LIMITATIONS OF LIABILITY. (A) COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS IN CONNECTION WITH THE REPORT, THE PRODUCT FOR WHICH SERVICES WERE PERFORMED, OR THE SERVICES PROVIDED BY COMPANY HEREUNDER. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER RESULTING FROM ANY DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER OR FROM THE FAILURE OF COMPANY TO PROVIDE ITS SERVICES WITHIN ANY TIME PERIOD FOR COMPLETION ESTIMATED BY COMPANY, REGARDLESS OF THE CAUSE OF THE DELAY OR FAILURE. (B) THE ENTIRE FINANCIAL AND LEGAL LIABILITY OF COMPANY IN RESPECT OF ANY CLAIM FOR LOSS, INDEMNITY, CONTRIBUTION OR DAMAGE OF WHATEVER NATURE OR HOWSOEVER ARISING, SHALL NOT EXCEED AN AMOUNT EQUAL TO FIVE (5) TIMES THE AMOUNT OF FEES PAID TO COMPANY FOR THE SPECIFIC SERVICES WHICH GAVE RISE TO SUCH CLAIM.

9. Force Majeure. If any event of force majeure or any event outside the control of Company occurs, Company may immediately cancel or suspend its performance hereunder without incurring any liability whatsoever to Client.

10. Governing Law. These Conditions shall be governed by the laws of the country as follows: for Services performed in (i) the Americas: the laws of New York, (ii) Asia Pacific, South Asia, Middle East and Africa: the laws of Hong Kong (except for China where PRC laws govern), and (iii) Europe: the laws of England.

11. Dispute Resolution. (a) If Client desires to assert a claim relating to the Services, it must submit the same to Company in writing setting forth with particularity the basis for such claim within 90 days from discovery of the claim and not more than six months after the date of issuance of the Report. Client waives any and all claims without limitation that it does not submit within such time periods. (b) If a dispute arises under this Agreement, the Parties shall first attempt good faith negotiations, failing which, the Parties (i) agree that the courts of the country of governing law shall have exclusive jurisdiction to settle any such dispute related to this Agreement and (ii) irrevocably waive their right to trial by jury in any such action or proceeding.

12. These Conditions, the applicable order form and/or quotation and the Report represent the entire understanding of the Parties on the subject matter hereof, and no modification is binding unless in writing. Any of Client's terms and conditions attached to, enclosed with or referred to in any order form, purchase order or other document shall not apply.

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END OF THE REPORT.

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