

# **General Purchasing Terms and Conditions of TÜV Rheinland Vietnam**

TÜV Rheinland Vietnam, hereinafter, is referred to as "TRV".

## **1. General Provisions**

- 1.1. The following terms and conditions apply exclusively to all purchases of goods and engagement of services by TRV.
- 1.2. TRV does not recognize any terms and conditions of any company being commissioned by TRV to supply goods or perform services (hereafter referred to as the "**Company**") that contradict these General Purchasing Terms and Conditions in full or in part, unless TRV has expressly agreed to their validity in writing.
- 1.3. These General Purchasing Terms and Conditions of TRV will still apply if TRV unconditionally accepts services having known that the Company has contradictory terms and conditions.
- 1.4. In case that there are discrepancies between these General Purchasing Terms and Conditions and individual orders, individual orders shall be applied preferentially.

## **2. Scope of Supply**

- 2.1. The scope of services to be performed or the goods to be supplied by the Company is determined in accordance with specific orders placed by TRV or individual agreements entered into by the Parties.
- 2.2. The Company is responsible for the supervision, monitoring and inspection of the performance of services or supply of goods and its internal matters without disturbing TRV's operating process.
- 2.3. The Company confirms that it has received detailed information from TRV on the nature and scope of the services/goods to be provided by the Company and therefore it is not possible for any additional

receivables to be claimed as a result of a lack of knowledge.

### **3. Delivery of Goods, Packaging and Transportation**

3.1. Generally, goods will be delivered to the address stated in TRV's order. If no address is stated in the order the deliverer will contact either of following offices:

- a. TUV Rheinland Vietnam Co., Ltd.  
Floor 5th, Anna Building, Quang Trung Software City, Tan Chanh Hiep Ward, District 12, Ho Chi Minh City, Vietnam
- b. TUV Rheinland Vietnam Co., Ltd. - Softlines and Hardlines Laboratories  
Hall 10, Street No. 1, Quang Trung Software City, Tan Chanh Hiep Ward, District 12, HCMC, Vietnam
- c. TUV Rheinland Vietnam Co., Ltd. – Representative Office  
16th Floor, VCCI Building- 9 Dao Duy Anh Street, Phuong Mai Ward, Dong Da District, Hanoi, Vietnam
- d. TUV Rheinland Vietnam Co., Ltd. – EMC Laboratory  
Plot H-1, RF-7E, Thang Long Industrial Park II, MY Hao District, Hung Yen Province, Vietnam
- e. TUV Rheinland Vietnam Co., Ltd. – Packing Laboratory  
348 Truong Thi Hoa Street, Tan Thoi Hiep Ward, District 12, HCMC, Vietnam

TRV may choose another delivery term by stating it in the individual order placed to the Company.

3.2. The goods are to be properly packed and identified and must reach their destination by the most suitable means of transportation possible in a defect-free state.

3.3. The Company will be liable for damages that are caused as a result of insufficient packaging or inappropriate transportation.

- 3.4. TRV will be entitled (but not obligated) to return or send back the packaging material to the Company.
- 3.5. The returning of the packaging material will take place at the expense and risk of the Company.

#### **4. Time Schedule**

- 4.1. The Company shall supply the goods and/or perform the services in accordance with the agreed time schedule.
- 4.2. If for a reason for which the Company is responsible, the Company fails to adhere to the deadlines, TRV will be entitled to request a contractual penalty of 0.25% of the total value of the order in question for each day of the delay. This contractual penalty is limited to 8% of total value of the order in question for each breach of contract on the part of the Company in connection with the stipulations in clause 4.1. The contractual penalty will be due immediately without any reminder being necessary and without any effect on any of TRV's other legal rights, including the right to require the performance of the agreement, demand for compensation from the Company and/or terminate the contract.
- 4.3. As soon as the Company is aware of a possibility that the deadline for the goods delivery/service completion cannot be met or may be delayed, or that the goods/service may not be delivered/performed in accordance with the order, it must inform TRV of this immediately in writing, stating the reasons for this. Without any prejudice to TRV's rights as a result of this breach of contract, the parties will discuss with each other on whether and how the situation that has occurred can be resolved to the satisfaction of TRV.
- 4.4. Agreed date and time for commencement, performance and completion of the services are binding.

- 4.5. Irrespective of this, the Company shall in any case inform TRV in writing of the date on which the service will actually be performed or the goods will be delivered at least of three (3) business days before the service performance/goods delivery. The information must include the order number.
- 4.6. TRV will be entitled to postpone the announced service performance/goods delivery date within a period of 1 day from the time when the information was received from the Company by up to 48 hours, without this postponement being grounds for any additional payment obligation or incurring any liability on the part of TRV.
- 4.7. If, for any reason, TRV asks for the time of service performance /goods delivery to be postponed, the Company must, at its own cost and expenses, store the goods or materials to be delivered properly packaged, and store them, insure them, and identify clearly that they are intended for TRV.
- 4.8. When the Company delivers goods to TRV, it will be obliged to state the name of the requester at TRV and the TRV order number on a label that must be attached to the exterior of the package. In addition, the Company will be obliged to state the following information (if known) on a label that must be attached to the exterior of the package:
- Brief description of the product;
  - Number of items per box or package;
  - Barcode of the number of items per box or package (EAN128);
  - Serial number of the product;
  - Barcode of the serial number (EAN128);
  - Weight of the box or package;
  - Country of origin;
  - Delivery or production date;
  - Name and address of the supplier;
  - All information required under applicable national or international law.

## **5. Inspection for Defects in Delivered Goods**

- 5.1. TRV will inspect the goods after delivery for obvious or easily

discernible defects.

- 5.2. If TRV determines that there is a defect, TRV will notify the Company of this within ten (10) business days
- a) of delivery, if a defect of this kind is obvious or easily discernible at the time of delivery;
  - b) immediately after it is discovered, if the error or defect is only discovered later, e.g. when unpacking, when installing, or at the time when the product is used for the first time.
- 5.3. If a notification is made about the goods in accordance with clause 5.2, the risk for the defective products will be transferred to the Company when it receives the notification.
- 5.4. Upon the first request by TRV, the Company must grant TRV access to the premises where the goods are being produced or stored. It will be obliged to provide TRV with support as necessary during this inspection and to provide the necessary documentation and information at its own expense.

## **6. Transfer of Ownership**

Ownership and risk with regard to the delivered goods will be transferred to TRV when the delivery has been completed in accordance with clause 3

## **7. Amendment Procedure**

- 7.1. If TRV would like to make an amendment to the Services ("Amendment"), it must send a written amendment order ("Amendment Order") to the Company. The Company will then submit a calculation of the price deviations caused by the amendment together with any suggestions for modification of the amendment order. TRV may decide at its own discretion whether the suggested amendments should be made. The amendment will be performed after a written agreement from TRV. If no written agreement is provided by the Company within five (5) business days, the originally agreed services/

goods would be cancelled.

- 7.2. The Company may not make any amendments to the services without a prior written approval from TRV.

## **8. Retention of Title to Materials Provided by TRV**

- 8.1. All materials, parts, containers and special packaging provided by TRV will remain the property of TRV. Processing or alteration by the Company will be performed on behalf of TRV. If goods subject to retention of title by TRV are processed with other items not belonging to TRV, TRV will acquire joint ownership of the new items in line with the ratio of the value of its item to the other processed items at the time of the processing.
- 8.2. If goods subject to retention of title by TRV are indivisibly mixed with other items not belonging to TRV, TRV will acquire joint ownership of the new items in line with the ratio of the value of its item to the other processed items at the time of the mixing. If the mixture takes place in such a manner that the Company's items is to be viewed as the main item, it is agreed that the Company will transfer proportional joint ownership to TRV; the Company will store the sole or joint property on behalf of TRV.

## **9. Cooperation**

- 9.1. The Company and TRV will cooperate in good faith and will inform each other immediately of deviations from the agreed procedure or if there are doubts relating to whether the manner of proceeding is correct.
- 9.2. If the Company realizes that its own information and requirements are incorrect, incomplete, unclear, or infeasible, it must inform TRV of this and the consequences discernible to it immediately.
- 9.3. Each party will appoint a contact person who will be responsible for communication with the other party on any matters related to the contractual relationship. Name of the appointed contact person and his/her authorized power shall be informed to the other party in writing.

- 9.4. The parties must inform each other immediately of any change in the contact person. Until a notification of this kind is received, the contact person named previously and/or the contact person's representative will be entitled to submit and receive declarations within his/her authorized power of representation.
- 9.5. The Contracting Party will agree to hold meetings at regular intervals on progress and hindrances in the performance of the agreement, in order to be able to intervene in directing the performance of the agreement.
- 9.6. TRV and the Company agree that the use of brands, trade name, trademarks, company symbols or other symbols relating to the respective other contracting party is not permitted.

## **10. Payment and Invoicing**

- 10.1. The agreed payment is specified in each order from TRV or in the individual agreement concluded between the parties.
- 10.2. The payment mentioned in clause 10.1 will include all additional costs, expenses and outlay by the Company, unless any other arrangement is expressly made in an individual agreement.
- 10.3. If reimbursement for travel and additional costs is agreed in the individual agreement, reimbursement will only be made in exchange for submission of the detailed individual accounts.
- 10.4. Invoicing shall take place within 90 days of completion of delivery/service.
- 10.5. The service performed is to be documented by attaching proof of performance.
- 10.6. Unless otherwise agreed in writing by the parties, payment will be made by TRV within forty five (45) calendar days of receipt of the invoice created in accordance with clause 10.4 and 10.8.

- 10.7. Payment will be made by bank transfer or by other means at the discretion of TRV.
- 10.8. The invoice must meet the legal requirements of the applicable tax laws and regulations, as well as state the order number and the requester at TRV.
- 10.9. TRV will have the right to retain or deduct from the amount payable to the Company any liability owed by the Company to TRV.

## **11. Warranties and Additional Remedies**

- 11.1. The Company guarantees that delivered goods/performed services will meet the contractual agreements and specifications, as well comply with any purpose stated by TRV or the Company.
- 11.2. This guarantee will remain in effect for the warranty period as agreed by the parties or stipulated by the applicable laws, whichever is the longer.
- 11.3. The Company guarantees that the goods/services meet all legal requirements and regulations of Vietnam, their country of origin or any country where they are intended to be used, as well as meet the safety, quality and environmental requirements that are the standard in the relevant industry.
- 11.4. The Company guarantees that the goods/services will be performed on time, competently and professionally in accordance with the agreement, the applicable laws and regulations and will satisfy the strictest standards of the industry in question that are valid at the time of the service.
- 11.5. The Company understands and agrees that timely delivery of goods/performance of services at a high level of quality is of decisive importance to TRV.
- 11.6. Otherwise, TRV will be entitled to remedies available to it according to



the contract or the applicable laws, including without limitation claim for damages, contractual penalty and/or termination of the contract.

- 11.7. The Company guarantees that upon TRV's request, it will support TRV with regard to all of TRV's requirements in connection with the internal auditing of TRV and in order to adhere to national or international laws without limitation and at no additional cost to TRV.
- 11.8. If the Company delivers goods for which replacement parts and/or consumable items could be needed, the Company guarantees that it is in a position to supply replacement parts and consumable items for these goods for a period of at least 7 years.

## **12. Intellectual Property Rights**

- 12.1. All service results in connection with the Company's activity within this agreement, in particular also further developments and improvements of the processes and methods developed by TRV will be the exclusive property of TRV.
- 12.2. If service results are capable of being protected, the Company grants TRV a non-exclusive, transferable, free, irrevocable, worldwide right of use with no time limitation.
- 12.3. The Company is not entitled to claim compensation for the right of use. These have already been settled by the payment agreed for the service.
- 12.4. The Company guarantees that goods that it delivers are its own original developments or have been legally acquired and that its services do not breach any industrial property rights whatsoever or any other third party rights.
- 12.5. The Company will indemnify and hold TRV harmless against any third-party claims for breach of intellectual property rights, including trademark, patent, and copyrights, and will also compensate TRV for any damages that it incurs in the form of damages or expenses (e.g. the costs of legal proceedings).

- 12.6. If a claim is made in accordance with clause 12.5 or TRV is justified in assuming that a claim will be made in the future, the Company must ensure at its own expense either the TRV obtains the rights to continue to use and exploit the services performed or replace or modify the services in such a way that there is no longer a breach in place, although the service replaced or modified in this way must be approved by TRV.

### **13. Performance of Services at TRV's Premises**

For services performed by the Company on site on TRV's premises or (virtually) from another location via the TRV IT network for TRV or its customers, the following additional terms and conditions will apply:

- 13.1. During the performance of these services, the employees, contractors, or advisors ("**Staff**") of the Company must meet the requirements of TRV, and if there are no requirements of this kind in place, must meet the general requirements for professional competence and expertise in the sector in question. If the Staff is insufficiently qualified for the performance of the services, TRV will have the right to require the removal of this Staff. Consequently, the Company will be obliged to ensure that replacements are found immediately.
- 13.2. The Company must provide all materials and equipment, including tools, as are required for performance of the agreement.
- 13.3. TRV will be entitled to perform an inspection of the materials and equipment used by the Company for the performance of the agreement and to determine the identity of the entire Staff employed by the Company in the fulfillment of the agreement. The Company guarantees that the entire Staff is in a position to identify itself at any time with identification papers.
- 13.4. If, when inspecting the materials and equipment used by the Company for the performance of the Agreement, TRV justifiably rejects these either in part or in full, the Company will be obliged to replace the rejected materials and equipment immediately.

- 13.5. If services are performed on TRV's premises or on the premises of TRV's customers, the Company must familiarize itself in advance with the situation on site where services are to be performed if this may have an influence on the performance of the contractual obligations. The Company will be responsible for any costs that are incurred as a result of the situation in the performance of the agreement as long as the Company should have recognized the situation during the aforementioned inspection.
- 13.6. TRV will be entitled to equip the Staff of the Company with the necessary identification required for access for the time it will spend on TRV's premises or its customer's premises in accordance with the relevant internal regulations that are valid.
- 13.7. The Company must ensure that its presence and the presence of its Staff on TRV's premises or its customer's premises impedes the uninterrupted working processes of TRV and of third parties to the smallest extent possible.
- 13.8. The Company and its Staff must familiarize themselves with the content of the regulations and policies for TRV's premises or those of its customer. This will also include among other things the regulations and policies on IT security, general conduct, general safety, health, and the environment. The Company will ensure that its Staff adheres to the regulations and policies listed under clause 13.8.
- 13.9. The Company will ensure that TRV may have the Staff of the Company and of Subcontractors working on behalf of the Company (with the approval of TRV) sign individual adherence declarations.
- 13.10. The Company will be solely responsible for the compensation of its Staff, as well as for the payment of taxes, social security contributions and VAT connected with the employment to the responsible authorities. The Company will indemnify TRV at all times with regard to receivables of this kind on the part of third parties as a result of unpaid or insufficient payment of wages, taxes, or other contributions by the Company.

- 13.11. Insofar as is necessary, the Company will ensure that its Staff have valid work and working on the premises of TRV or its customers.
- 13.12. The Company shall be solely responsible for the health and safety of its Staff in connection with the performance of the Agreement with TRV. The Company shall comply with local or applicable laws and regulations on employment including without limitation labor safety, working time and rest time, minimum wages, etc.

#### **14. Storage and Return of Documentation**

The Company will be obliged to store all business and operational documentation with which it is provided properly and in particular to ensure that such documentation cannot be viewed by third parties. Throughout the term of the contractual relationship, the documentation made available must be returned to TRV upon request.

#### **15. Acceptance of Goods or Services**

- 15.1. Depending on the type of the goods to be supplied or the service to be performed, TRV will in its sole discretion decide whether an inspection and/or test for acceptance are to be carried out.
- 15.2. TRV must inspect the goods delivered and/or service done by the Company with the participation of the Company (performance of tests and demonstrations, etc.)
- 15.3. The satisfaction of the goods/services of the agreed requirements must be decided in accordance with acceptance criteria determined by TRV (acceptance test).
- 15.4. A record of inspection and testing results shall be made and signed by the Parties, which will specify the conditions of the goods/services. A list of the defects determined during the acceptance tests will be attached.
- 15.5. The Company shall, at its own cost and expenses, make good of any

defective that significantly affect the normal functions and use of the goods/services detected during the acceptance inspection or test within a reasonable timeline decided by TRV. If the Company fails to complete such correction to the satisfaction of TRV within the given timeline, TRV shall be entitled to reject such defective goods/services.

- 15.6. TRV will accept the goods/services under the contract immediately after they have successfully pass the acceptance test. Minor defects that do not limit proper use or limit proper use in an insignificant way only do not give TRV any right to refuse to give acceptance, and shall be correct by the Company under the guarantee terms. The obligation of the Company to correct defects will not be in any way affected by the TRV's acceptance of such defective goods/services. The performance of acceptance before the final correction of defects will be at the discretion of TRV in case of defects that are not insignificant.
- 15.7. If the Company fails provide proof of completion of its obligation to perform the services or supply the goods as agreed by the final deadline or within an appropriate grace period that may be given by TRV in its sole discretion for reasons for which the Company is at fault, TRV may cancel the contract in full or in part and claim damages for such cancellation due to the fault of the Company.
- 15.8. Claims may be made for defects that are fraudulently concealed within a period of 10 years from the time of acceptance.

## **16. Subcontractors**

The awarding of subcontracts to third parties (subcontractors) is not permitted unless otherwise expressly agreed in writing by TRV.

## **17. Liability**

- 17.1. The Company will be liable in accordance with the applicable laws and regulations.
- 17.2. The Company will also be obliged to indemnify and hold TRV harmless against third party claims to compensation for damages upon its first

request, if the cause is within its area of control and organization and the Company itself is liable in relation to third parties.

- 17.3. The Company must insure itself appropriately against the liability mentioned in this clause and is obliged to allow TRV to view the insurance policy if necessary. Claims to compensation for damages by TRV are not limited to the sum insured in each case.

## **18. Confidentiality**

- 18.1. "**Confidential information**" in the sense of these General Purchasing Terms and Conditions is all information, documents, images, diagrams, expertise, data, samples, and project documentation surrendered, transferred or otherwise disclosed by TRV to the Company during the term of the assignment or individual agreement between TRV and the Company. This also includes copies of this information in paper and electronic form.
- 18.2. All confidential information that is transmitted or otherwise made available in accordance with this Agreement by TRV to the Company:
- a) May only be used by the Company for the fulfillment of its contractual obligations to TRV, unless there is an expressly deviating written agreement with TRV in existence;
  - b) May not be distributed, published or passed on to third parties in any other way by the Company,
  - c) Must be treated in a confidential manner by the Company, in the same way that the Company also treats its own confidential information, in any case at least not less carefully than in accordance with the objectively necessary level of care.
- 18.3. The Company will only make the information disclosed to it by TRV accessible to the employees who require it for the performance of services as part of the agreed performance of services for TRV. The Company will ensure that these employees enter into an agreement to maintain confidentiality to the same extent as that determined in this confidentiality agreement.

- 18.4. The obligation listed in clause 18.2 will not apply to any confidential information if the Company is able to prove that:
- a) The information was already generally known at the time of publication or became known to the general public without any breach of this agreement; or
  - b) The Company received the information from a third party, who was entitled to pass on the information to the Company, or
  - c) The information was already in the possession of the Company before it was transmitted by TRV, or
  - d) The Company developed the information independently irrespective of transmission from TRV.
- 18.5. Confidential information remains the property of TRV.
- 18.6. The Company hereby agrees that it will, at any time upon request by TRV, however, at the latest and with a separate request from TRV after the end of the assignment or individual agreement immediately (i) return all confidential information, including all copies of this to TRV or at TRV's request (ii) destroy the confidential information, including all copies of it, and confirm this destruction to TRV in writing.
- 18.7. This confidentiality obligation will enter into force after the commissioning of the Company by TRV or upon conclusion of an individual agreement between TRV and the Company.
- 18.8. The Company will keep strictly secret the confidential information from the time when the agreement ends for a period of 5 years from the ending of the Agreement, will not make the confidential information available to any third party and not exploit the confidential information itself.
- 18.9. This agreement will not result in any express or implied assignment or granting of authorizations or rights to patents, registered designs, design patents, draft applications, copyrights, templates or trademarks or their utilization by TRV to the Company.
- 18.10. TRV is entitled to demand compensation for the damage for each

breach of this confidentiality obligation.

18.11. Each individual violation will be considered a separate breach. The defense of continuation of offence is excluded. In case of ongoing breaches, each week that is begun will be considered an individual breach.

18.12. The right to make a claim for further compensation for damages is reserved. The contractual penalty, however, will be offset against any claims for compensation for damages.

## **19. Data Protection**

The Company must adhere to the data protection regulations valid at the time of delivery, irrespective of the area that the delivery is made from and to.

## **20. Right to Termination**

20.1. If a party commits a material breach of the contract, the other party will have the right to terminate the contractual relationship by giving notice with immediate effect to the breaching party.

20.2. TRV may terminate the contract by giving a notice with immediate effect if the Company becomes insolvent, insolvency proceedings are initiated against it, or if corresponding procedural applications were rejected because of a lack of volume to cover the costs.

## **21. Occupational Health and Safety**

21.1. When performing work at TRV or TRV's customer's facilities or premises, the Company shall check the conditions of the area where the work is to be performed in advance. If any potential hazards or harmfulness is found to exist, necessary measures shall be taken to prevent occupational accidents.

21.2. When taking measures to prevent occupational accidents while performing work at TRV or TRV's customers' facilities or premises, the Company shall inform all persons concerned to ensure that the measures are implemented. The Company should also give



- consideration, as necessary, to posting notices in easily viewable locations for people other than workers in the same work area (e.g., no entry, chemical hazards, wearing protective equipment, etc.).
- 21.3. When performing hot work, such as welding or use of open fire in a TRV facility or on the premises, the Company shall separately apply for a temporary "hot work permit" and obtain a prior permit from the Fire Safety Officer of the site.
  - 21.4. The Company shall comply with all applicable laws and regulations related to occupational health and safety and all other requirements presented by TRV to prevent occupational accidents.
  - 21.5. In the event of an accident resulting from its activities, the Company shall immediately notify TRV, take appropriate measures to deal with the accident, and strive to prevent recurrence.

## **22. Environment**

- 22.1. The Company must meet in full the environmental regulations in accordance with ~~the~~ laws of Vietnam, and, to the highest extent applicable to the Company and the goods or services, with the European law, including, but not limited to EU Directive 2002/95/EC "Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment ("**RoHS Directive**")
- 22.2. The Company will fully support TRV in the environmental management inspections that it performs on a regular basis or in other environmental purchasing standards of which it will be periodically informed by TRV. In particular, the Company will provide TRV with certain environmentally relevant information on the products purchased from it upon request on a quarterly basis required by TRV as part of ISO certifications.
- 22.3. In case where TRV requires, the Company will send information relating to packaging data, disposal of old equipment and RoHS will be sent to TRV in a timely manner in accordance with the legal regulations.
- 22.4. The Company must compensate TRV for all damages and expenses (including costs for legal proceedings) and for claims by third parties

relating to a breach of the RoHS Directive or other applicable environmental regulations by the Company.

- 22.5. In case of environmental accidents caused by the Company or environmental pollution, the Company must inform TRV of this and take appropriate measures for dealing with and take appropriate measures for dealing with an accident of this kind or pollution of this kind, and will also do its best to prevent another similar accident or similar pollution.

## **23. Compliance**

- 23.1. TÜV Rheinland AG is a member of UN Global Compact and will adhere to the principles laid down in this. TRV expects without limitations from the Company that it will also comply with and adhere to these principles of the UN Global Compact (for further information, see [www.unglobalcompact.org](http://www.unglobalcompact.org)).
- 23.2. The Company will adhere to all valid laws and regulations in Vietnam and if the services are not performed for TRV in Vietnam the valid laws and regulations of the country in which the service recipient has its legal headquarters.
- 23.3. In doing so, the Company will adhere to the highest known standards, including the applicable specifications for manufacture, pricing, sale, and distribution.
- 23.4. The Company will adhere to all applicable environmental laws, regulations, and guidelines. Where possible, environmentally friendly products or fair trade products will be offered and treated as equal to products with conventional pricing.
- 23.5. The Company shall refrain from:
- a) Offering or granting money, gifts, trips, or other benefits to employees, brokers, representatives and contractors of TRV or third parties who have a business relationship with TRV;

- b) Participating in actions of any kind, which results in the expending of company funds for illegal or immoral purposes, including those of a monetary nature, in order to create advantages for itself;
  - c) Offering TRV's employees or their families monetary or other benefits;
  - d) Transferring or using monies from illegal and immoral business transactions or in order to conceal their original source (money laundering) or using money whose origin it is not able to document or whose sources are in doubt.
- 23.6. Making false, misleading or manipulative statements in connection with tendering and contract award procedures, as well as in the performance of services, is a criminal offence that TRV will be entitled to report immediately to the authorities.
- 23.7. The Company hereby declares and guarantees that its representatives, directors or the factual managers as well as the company itself are not (by definition of "crime group members and related groups" as in the "Act on Prevention of Unjust Acts by Organized Crime Group Members") associated to any organized crime groups and have not been in the past either. They do not utilize organized crime groups and do not defame or tarnish TRV or impede TRV's business or make undue claims and neither are its main sponsors or its managers organized crime group members.

## **24. Force Majeure**

If, as a result of a force majeure event, such as acts of God, change in laws or regulations, Government actions, wars, civil riots, fire, explosion, strike, lockout, short time work, system failures, or any other event that is beyond the reasonable control of TRV, TRV cannot continue the performance of the contract, it can request an interruption in the Company's work until the cessation of such force majeure event without incurring additional costs or liability for TRV.

## **25. Applicable Law, Arbitration and Place of Performance**

- 25.1. These General Purchasing Terms and Conditions or any agreement made thereunder shall be governed by and construed in accordance with the laws of Vietnam.
- 25.2. Any disputes arising out of or in connection with the validity and/or performance of these General Purchasing Terms and Conditions shall be referred to the Vietnam International Arbitration Center at the Vietnam Chamber of Commerce and Industry in accordance with its Rules of Arbitration by an Arbitral Tribunal of 3 arbitrators. The place of arbitration/adjudication shall be Ho Chi Minh City, Vietnam. The language of arbitration shall be Vietnamese.

## **26. Miscellaneous**

- 26.1. Additions and alterations to these General Purchasing Terms and Conditions including this stipulation must be made in written form in order to be effective.
- 26.2. If a stipulation of these General Purchasing Terms and Conditions is fully or partially legally invalid or infeasible or if it later loses its legal validity or feasibility, this will not affect the validity of the other stipulations of the General Purchasing Terms and Conditions.
- 26.3. These General Purchasing Terms and Conditions, and any agreement to be made hereunder, are executed in Vietnamese and/or English. In case of any inconsistency in language, the Vietnamese version shall prevail.

October 29<sup>th</sup> 2024