

EagleBurgmann Vietnam Company Limited.
General Delivery and Payment Terms and Conditions

1. Scope: General

- 1.1** The following general delivery and payment terms and conditions apply to all deliveries of merchandise, services, contracts and offers (collectively, "**Deliveries**") and only in relation to enterprises (as defined in Article 4.10 of the Law on Enterprise No.59/2020/QH14 dated June 17, 2020 and relevant applicable Vietnamese laws). For the avoidance of doubt, unless the context otherwise requires, references to "merchandise" in these general delivery and payment terms and conditions shall include all services rendered in relation to such merchandise and/or pursuant to which such merchandise are provided.
- 1.2** These general delivery and payment terms and conditions apply in the version as amended from time to time as a framework agreement with customers for all Deliveries even if they are not expressly re-agreed. We shall promptly inform the customer of any changes to our general delivery and payment terms and conditions where such occur.
- 1.3** These general delivery and payment terms and conditions are deemed accepted by the customer upon placement of an order and in any case upon the acceptance of the merchandise and/or services. No other agreements, other understanding, other general terms and conditions, order acknowledgement, invoice or other form will apply or be incorporated into the Contract (as defined below) unless we have expressly agreed to their application, and these general delivery and payment terms and conditions expressly exclude your reliance on any terms or conditions other than those set out in the Contract. This clause applies under all circumstances, even for example where we, being aware of the customer's general terms and conditions of business, carry out unconditional delivery to the customer. Where applicable, the foregoing provisions apply to our installation guidelines *mutatis mutandis*, which are the sole basis on which we send out requested fillers.
- 1.4** Legal statements and notices which the customer is required to give us following entry into the Contract (e.g. the setting of deadlines, notifications of defects, cancellation or payment reduction notices) are not effective or valid unless they are in writing.

2. Offer, entry into a contract and supporting documentation

- 2.1** Our quotations provided to the customer constitute invitations to treat and are subject to confirmation. The issue of a purchase order for a Delivery ("**Purchase Order**") by the customer is treated as an irrevocable, binding contractual offer from the customer to us, and the customer shall not be entitled to cancel or vary such Purchase Order, save in the circumstances expressly specified in Clause 2.4. Unless otherwise agreed by us, we are entitled to accept such Purchase Order within 21 days following its receipt by us. Acceptance of a Purchase Order may be indicated either in writing by way of a confirmation howsoever worded or by delivery of the merchandise set out in such Purchase Order to the customer. A fax transfer or remote data transmission is the equivalent of writing. All Purchase Orders accepted by us pursuant to this Clause 2.1 shall constitute a distinct and separate agreement between the customer and us for the Delivery pursuant to such Purchase Order on the terms of these general delivery and payment terms and conditions (each such agreement being a "**Contract**"). The terms of an individual arrangement made with the customer for specific cases (including collateral agreements, additions and amendments) shall in the event of any conflict between the terms of these general delivery and payments terms and conditions, and terms of such individual arrangement, take precedence over the terms of these general delivery and payments terms and conditions. The content of such individual arrangement shall be agreed and determined by way of a written contract entered into between us and the customer or upon our written confirmation.
- 2.2** The customer acknowledges and agrees that our sales staff are not authorized to enter into any verbal collateral agreements or to give verbal assurances which go beyond the content of the written arrangements. Any telephone or verbal clarifications by our representatives are therefore not legally effective or valid until and unless we have confirmed them in writing by our authorized representative.
- 2.3** The documents and information associated with any quotation provided by us, such as, for example, drawings, assembly diagrams, illustrations, descriptions, measurements and weights or other performance data in books of samples, price lists, brochures, or other printed materials, are values that are provided to the best of our knowledge but which only become binding when fixed in our acceptance of any Purchase Order. The same applies to information on the works.
- 2.4** The customer may [send a] written notice to us:
- 2.4.1** to cancel any Purchase Order (wholly or in part) by giving notice thereof to us, not later than 10 business days after the date of the Purchase Order; and/or
- 2.4.2** to propose an amendment to any Purchase Order,
- Provided Nevertheless that no such cancellation or amendment shall take effect without our agreement to such cancellation or amendment respectively, and we shall not be obliged to accept or agree to any proposed cancellation or amendment.
- 2.5** Notwithstanding any purported cancellation or amendment of any Purchase Order following our acceptance thereof, but subject nevertheless to the express provisions of Clause 2.4, we are entitled to acquire materials for the entire Delivery under such Purchase Order, and to manufacture the entire amount of such Delivery immediately, and the customer shall be obliged to make payment for the entire Delivery within the Payment term as set forth in Purchase Order. Any amendment requests on the part of the customer in respect of such Purchase Order can therefore no longer be taken into account once the Purchase Order has been placed and accepted by us unless this has been expressly agreed by us.
- 2.6** Unless otherwise expressly agreed by you and us, all merchandise sold under a Contract are on an Ex-works basis and the provisions of Incoterms 2010 shall apply and be deemed to be incorporated into (except to the extent inconsistent with) such Contract. For clarification, the parties shall indicate the delivery location and expenses in respective Contract.

3. Samples, test parts, tools; cost and title

3.1 We reserve the right to charge for the samples and test parts, and the tools required for their preparation. In case of doubt, payment of samples and test parts falls due following acceptance of the initial sample, test part or tool. Unless otherwise agreed, we will add the costs of procuring or manufacturing the tools required for production to the invoice.

3.2 We retain title to all tools and appliances manufactured or procured by us even where the customer has borne the procurement or manufacturing costs either in whole or in part. We are not obliged to surrender the tools and appliances.

4. Statement of work

4.1 The properties of the delivery and performance items are conclusively described using performance indicators expressly agreed under each Contract (e.g. specifications, markings, disclaimer and other information). We are not bound by any standards of delivery and performance other than those expressly agreed. The customer hereby acknowledges and agrees that except as may be subsequently agreed in writing by us, we have not made and do not make any representation or warranty, express or implied, as to, and that it shall be the customer's sole responsibility to ensure the specific application or specific suitability for purpose and/or application of any merchandise. We shall be entitled to make, but we shall not be liable for any normal commercial or technically unavoidable variations in physical and chemical measurements including colors, formulae, methods and the application of raw materials, and shall also be entitled, to the extent acceptable to the customer, to make deliveries in any quantity or volumes differing from that set out in the Purchase Order, provided that such replaced deliveries are similar to the deliveries stated in the Purchase Order.

4.2 Notwithstanding any product information or the performance indicators / applications provided or expressly agreed by us, and the customer shall remain solely liable for the obligation to test that the merchandise is suitable for its intended purpose.

4.3 For the avoidance of doubt, any information as to our merchandise's properties and options for use provided by us does not constitute or contain any guarantee or warranty, whether express or implied, save where it is expressly designated as a guarantee or warranty.

5. Delivery, delivery period, transfer of risk, delivery default, acceptance and acceptance default

5.1 In the event the merchandise ordered pursuant to any Purchase Order is available for delivery prior to the delivery date set out in such Purchase Order, we shall be entitled to make early delivery of such merchandise.

5.2 Delivery is on an Ex-works basis. The merchandise may be delivered to a different destination (sale by dispatch) at the customer's request and expense.

5.3 Unless otherwise agreed, we are ourselves entitled to specify how items are dispatched (in particular the transport company, the dispatch route, packaging). Packaging costs are included in the price set out in any quotation provided by us.

5.4 The risk of accidental loss and of accidental damage to the merchandise passes to the customer pursuant to Clause 2.6.

5.5 Delivery times are – even where a delivery date is agreed with the customer – only an estimate and are non-binding unless (a) the delivery date has been expressly agreed as fixed, i.e. it has been specified in writing by us that the customer has no continued interest in delivery once the specified date has passed, and the commencement of any agreed delivery period shall be specified in the acceptance of the relevant Purchase Order, or (b) where a Purchase Order relates to merchandise required for the purposes of supply systems and/or customised projects, the delivery period to be agreed between the parties shall commence from the date on which the drawings and/or plans for such supply system and/or customised project have been approved. We are deemed to have delivered the merchandise under any Contract within any applicable delivery period if the item to be delivered has left our warehouse or if a notice of readiness for dispatch has been sent to the customer before such period expires. Compliance with the delivery period requires the customer to have met all of its contractual obligations.

5.6 Where we are unable to comply with binding delivery deadlines due to the default of any third party or otherwise for reasons for which we are not responsible ("**Specified Reason**"), we will promptly inform the customer of this and simultaneously give notice of the anticipated new delivery period. Where a Specified Reason occurs such that we are unable to deliver within the new delivery period, we shall be entitled but not obliged to either give notice of a new delivery period in accordance with the foregoing, or cancel the Contract in whole or in part, and we will promptly repay any consideration already paid by the customer in respect of such cancellation without any interest applied to such repayment. Upon repayment of such consideration, all obligations to deliver under such Contract shall cease and neither party shall have any rights or claims against the other in respect of such Contract. In the event of a late delivery or a failure to deliver to us by our subcontractor, such late delivery or failure to deliver to us by our subcontractor is treated as a Specified Reason. Neither we nor our subcontractor will be responsible for any late delivery or failure to deliver.

5.7 This is without prejudice to the customer's rights under Clause 7 of these general delivery and payment terms and conditions or to our statutory or common law rights, in particular in case of an exclusion of a performance obligation (e.g. on grounds of impossibility or unreasonableness of performance and/or subsequent performance).

5.8 Should it become evident after the Contract is entered into that our claim to the purchase price is at risk due to the customer's inability to pay (e.g. as a result of an application for the initiation of insolvency proceedings, the onset of cash flow problems or its becoming known that the customer's financial situation has significantly deteriorated), we shall be entitled to, at our sole and absolute discretion, without notice to the customer, suspend any performance and/or further deliveries under any Contract.

6. Warranty

6.1 We warrant that, in respect of any Contract:

6.1.1 we will have at the time of delivery of the merchandise under such Contract, the right to sell the merchandise to the customer; and

6.1.2 all the merchandise sold pursuant to such Contract shall, for a period of 12 months commencing from the date each such merchandise is delivered to the customer, be free from defects in material and quality, based on the specifications of each such merchandise set out in the Contract.

6.2 As mentioned in Clause 6.1.2, the basis of our liability for defects is the agreement made regarding the specifications of the merchandise. The merchandise specifications are those provided to the customer by way of a quotation/offer from us as incorporated into the Contract.

6.3 In cases where the properties of the merchandise have not been agreed, we shall have the sole and absolute discretion to determine whether or not there is a defect in such merchandise. We nevertheless accept no liability for any public statement made by any third party (e.g. advertising messages) in connection with any of the merchandise supplied by us.

6.4 We must be promptly notified in writing if a defect becomes evident during an inspection by the customer, or if the customer otherwise discovers any defect in the merchandise. Our liability under Clause 6.1.2 is excluded in relation to the defects where the customer failed to notify us in accordance with this Clause 6.4.

6.5 We give no warranty for defects in construction if the customer makes available drawings and plans or if the defect hinges on the breach of operating, or is due to wear and tear or is attributable to interference by the customer or any third party in relation to the merchandise. The same applies if the defect can be attributed to unsuitable equipment, replacement materials, defective construction work, unsuitable ground for building, chemical, electro-chemical or electrical factors, provided that we are not responsible for the same.

6.6 Upon receipt of the notification pursuant to Clause 6.4, we may, at our sole discretion, do the following:

6.6.1 enter the customer's premises at such time to be mutually agreed between the parties to inspect and examine such merchandise; and/or

6.6.2 where appropriate, notify the customer to, at the customer's risk, cost and expense, return such merchandise to us at the address specified by us for that purpose in strict compliance with the following:

(i) such merchandise shall be packed in the original packaging which such merchandise were delivered to the customer, or failing which, in packaging which provide such merchandise with the same or greater level of protection against damage; and

(ii) the customer shall utilize proper handling procedures in the packaging and shipping of such merchandise.

6.7 Where our inspection indicates that the merchandise is defective:

6.7.1 we shall, at our sole and absolute discretion, be entitled to, either repair or rectify such merchandise, or replace such merchandise; and

6.7.2 we will bear the costs of the repair, or replacement under Clause 6.7.1, and the inspection, in particular the costs of transport, roads, labor and materials (but not the costs of de-installation or installation unless otherwise agreed to under the relevant Contract), provided that we shall be entitled to claim reimbursement from the customer for such costs in the event the customer's claim of any defect in the merchandise turns out to be unjustified.

6.8 We are entitled to make any repair, or replacement under Clause 6.7.1 conditional upon the customer paying the purchase price which is due under the relevant Contract. However, the customer is entitled to withhold a reasonable portion of the purchase price of an amount which is pro-rata to the value of the defect in the merchandise.

6.9 The customer shall provide us with the necessary time and opportunity to carry out the repair or replacement pursuant to Clause 6.7.1. Where we elect to deliver replacement or rectified merchandise to the customer, the customer must, return the defective merchandise to us in accordance with Clause 6.6.2. The repair, rectification or replacement pursuant to Clause 6.7.1 does not include any de-installation of the defective merchandise or the re-installation of replacement merchandise unless we are obliged to carry out such de-installation and/or re-installation under the relevant Contract. If any repair or replacement under Clause 6.7.1 is unsuccessful or a reasonable period expires and such repair or replacement remains unsuccessful, the parties may mutually agree to cancel the Contract or reduce the purchase price stipulated under the Contract by an amount pro-rata to the value of the defect in the merchandise.

6.10 We accept no charges imposed by the customer or any invoices from our customers for any charges nor reductions in the amounts invoiced by us pursuant to any Contract without our prior express agreement. The customer is responsible for providing the relevant proof prior to imposing any charges or issuing any invoices to us.

7. Other Liability

7.1 Either party's liability for wilful damage or as a result of gross negligence by such party, its legal representatives or agents which it is vicariously liable for is unlimited.

7.2 In case of negligence either party shall only be liable:

7.2.1 for damage arising from loss of life, personal injury or damage to health for which such party, its legal representatives or agents which it is vicariously liable for are responsible; and

7.2.2 for damage resulting from any breach of a material contractual obligation (an obligation which, if not performed, renders the proper implementation of such Contract impossible and on performance of which the counterparty normally relies and may rely, each such obligation being a "material contractual obligation") by such party, its legal representatives or agents which it is vicariously liable for. However, in this case such party's liability is limited, in terms of the basis and extent of such liability, to an amount representing the damages that such party could reasonably have predicted upon the entry into such Contract given the circumstances such party was aware of at the time.

7.3 The above limitations on liability do not apply insofar as either party has maliciously concealed a defect or in the case of us, insofar as we have provided a warranty for the merchandise as set out in Clause 6.1.

7.4 We are liable in accordance with the above provisions for any breach of intellectual property rights in association with the sale of our merchandise, if and to the extent such intellectual property rights, applicable within the Socialist Republic of Vietnam and published at the time of our delivery under the relevant Contract, are breached by us through the use of our merchandise, provided that we shall not be liable where we have manufactured the merchandise in accordance with drawings, models, samples or other descriptions or information from the customer, and the customer shall be liable for any breach of such intellectual property rights of which the customer becomes aware and to indemnify us immediately against all third-party claims associated with the drawings, models, samples or other descriptions or information the customer has supplied to us and all costs and expenditure arising therefrom. Should any third party, acting in reliance on any intellectual property rights, prohibit us in particular from manufacturing and delivering the merchandise manufactured according to the customer's drawings, models, samples or other descriptions or information, we shall be entitled to suspend any further activity and claim damages from the customer.

7.5 The customer only has a right of recourse against us to the extent that it has not entered into any arrangements with its buyers that go beyond the claims for any defects or liability which may arise under any Contract. Unless otherwise agreed in writing, with respect to the extent the customer has any potential right of recourse against us, the provisions of Clauses 6 and 7 apply accordingly.

7.6 Neither party shall be liable to the other party for an incidental, consequential, special and punitive damages, or for any damages resulting from loss or interruption of business, lost data or lost profits, arising out of or in relation to any Contract, whether liability is based on contract, breach of warranty (express, implied or otherwise) or otherwise and whether asserted in contract, tort (including negligence and strict product liability) or otherwise and irrespective of whether the parties have been advised or have been advised of the possibility of any such damages.

7.7 Our liability is otherwise excluded irrespective of the legal grounds for the same. Nothing in this general delivery and payment terms and conditions or any Contract shall limit or exclude liability of either party arising from any death or personal injury caused by the negligence of such party.

8. Prices and payment

8.1 Unless otherwise agreed in writing, our prices are in VND, plus any goods and services tax and packing costs. Our invoices are payable immediately without discount. No deduction may be made from the balance unless previously agreed in writing. We are not obliged to accept cheques or other promises of payment. The acceptance of cheques or other promises of payment is always on account of performance. We do not accept payment by bill of exchange.

8.2 We are entitled to make appropriate price adjustments as a result of any changes to the cost of raw materials, labor, energy and other items not anticipated by us and beyond our control. The customer will be given written notice of the relevant adjustment. At the same time, the customer will be expressly advised that unless an objection is received in writing within a term of two weeks from the notification of the adjustment, the relevant adjustment shall be deemed to be incorporated into the Contract between the parties. If the customer objects, each party is entitled to terminate the Contract in writing upon giving ten business days' notice. For the purposes of this provision, a price adjustment as far as this relates to an increase in the price of merchandise or services to be delivered or performance is not possible within four months of the entry into the contract.

8.3 In case of part deliveries each delivery may be separately invoiced. Where no prices have been agreed upon entry into the Contract, the applicable prices are those in effect on the delivery date.

8.4 Payment is deemed received on the date on which the amount becomes available to us or is credited to our bank account. In the event any amount of payment due from the customer is in arrears, we shall be entitled, to the extent permitted by law, to charge interest at the rate of 8% per annum over the relevant base rate on such amount. This does not prejudice our right to bring further claims for damages or the right to unilaterally alter (or terminate) the legal relationship.

8.5 Interest shall not accrue on any pre-payments or payments on account made by the customer to us.

9. Assignment and right of retention; set-off

9.1 The customer is entitled to assign its claims arising from the Contract only with our prior written consent, and is not otherwise permitted to assign any of its rights or obligations under the Contract.

9.2 The customer shall not retain any amount due and payable by the customer to us or set-off against any such amount, any amount due from us to the customer whether under any Contract or otherwise and whether payable as damages or otherwise.

10. Retention of title

10.1 Until settlement in full of all our current and future claims arising from each Contract, including any accessory claims (secured claims), we reserve title to any of the merchandise sold under such Contract, and title to such merchandise shall remain vested in us and shall not pass to the customer, and the customer shall have no right or interest therein

otherwise as a bailee thereof. The customer agrees to, at its own cost and expense, perform all further acts and things and execute and deliver such further documents as may be required by law for the purpose of granting us the full effect of the retention of title under this Clause 10.

10.2 The merchandise which is subject to retention of title may not be offered for sale, assigned, let, sub-let, pledged, mortgaged, charged, transferred by way of security to third parties, encumbered or otherwise dealt with by the customer, prior to the customer making payment in full of all sums due under such Contract. The customer must immediately notify us in writing if and to the extent any third party purports to obtain, or obtains any right to such merchandise. In the event of any breach of this Clause 10.2 by the customer, we shall at our sole and absolute discretion pay any third party such sum as is necessary to procure the release of the merchandise from any charge, encumbrance or lien and/or to recover possession of the merchandise and the customer shall immediately pay us such sum on demand.

10.3 In the event the customer acts in breach of any Contract, in particular in the case of non-payment by the customer of the due purchase price under any Contract, in addition to demanding the return of the merchandise from the customer, we shall be entitled to terminate such Contract unless otherwise specified by us. The claim for the surrender of such merchandise is not simultaneously also a notice of termination of such Contract, and we are entitled just to demand the surrender of the merchandise and to reserve the right of termination of the Contract.

10.4 Notwithstanding Clauses 10.1 and 10.2, the customer is entitled to dispose of the merchandise subject to the following provisions:

10.4.1 For security purposes the customer hereby assigns to us the right to claim against any third party for any receivables arising from the further sale of the merchandise subject the retention of title by us of the merchandise under Clause 10.1. We accept such assignment. The customer's duties set out in Clause 10.2 continue to apply in view of such assignment.

10.4.2 We hereby authorise the customer to collect the receivables pursuant to Clause 10.4.1 on our behalf.

10.4.3 The authority to further dispose of the merchandise and the authority to collect receivables may be retracted by us with immediate effect if the customer fails to make payment to us of any sum, either in whole or in part, which is due and payable to us under any Contract, experiences cash flow problems due to a material deterioration in its financial situation, does not perform, or fails to adequately perform its obligations under any Contract or our security interest (if any) is otherwise jeopardized. Should insolvency proceedings, judicial management, bankruptcy, reorganisation, or creditors arrangement be applied for in relation to the customer's assets, or a petition presented, resolution passed or meeting convened for the winding up of the customer or a change of ownership of the customer's enterprise occurs as a result of its cash flow difficulties, or if the customer fails, or is unable, to pay any of its debts, the authority to further dispose of the merchandise and to collect receivables shall automatically terminate immediately. Upon our first written demand, the customer shall be obliged to disclose to the debtors of any assigned receivables as well as to notify the debtors of the assignment.

10.5 The customer must administer and deal with the merchandise subject to our ownership with the due care of a prudent businessperson and is obliged to insure them at its own expense against fire, theft and other usual risks. Should maintenance and inspection works need to be carried out, the customer shall carry out these works promptly at its own expense.

10.6 Where the realisable value of the existing security determined by us at our sole discretion exceeds our claims against the customer by more than 10% then, at the customer's request, we will release the securities of our choice.

11. Industrial property rights

11.1 Should we be commissioned on the basis of drawings and plans presented by the customer the customer guarantees that no related industrial property rights, copyrights or other third-party rights exist, that no third-party intellectual property is infringed and that not statutory or official prohibitions are breached.

11.2 The customer is obliged to indemnify us against all claims brought against us by third parties as a result of or in connection with any Deliveries.

11.3 The customer's indemnity obligation shall cover all expenditure incurred by us due to or in connection with any claim asserted by a third party.

12. Confidentiality

12.1 The customer must not disclose to any third party any information, drawings, models, tools, technical records, procedural methods, software or other technical or commercial know-how or deliverables made available by us or output thereby obtained (collectively referred to as "**confidential information**") and such confidential information may not be used in the customer's business for purposes which go beyond the specific purposes of each Contract entered into with us and may only be made accessible to such persons who must, in the context of the business relationship, have knowledge of such confidential information and are bound by the obligations of confidentiality under this provision as if such obligations are imposed on that person. All knowledge, information and inventories of a technical and commercial nature (except for advertising material) which we grant the customer access to in the context of any Delivery, quotation, offer and/or Contract, or our commercial relations with the customer, in particular cost estimates, drafts, construction drawings, progress reports, process descriptions and analyses of materials, are confidential and may not be amended, duplicated or made directly or indirectly accessible to any third party without our approval. In particular the customer may not itself apply for a patent for these or enable any third party to do so. Otherwise, the customer is liable for all damages thereby arising.

12.2 The duty of confidentiality also applies beyond the duration of the business relationship for as long as and to the extent that the customer is unable to prove that the confidential information was already known at the time it was obtained or that it was or subsequently became public knowledge other than through the fault of the customer. We reserve for ourselves any title and copyright in any document disclosed by us.

- 12.3** All drawings and other documents passed on by us in association with offers must be surrendered upon our request at any time and in any case if no Purchase Order has been issued to us by the customer, no later than upon the termination of the Delivery. Any type of licence affecting confidential information requires our prior written agreement. The customer has no right of retention in relation to any confidential information or corresponding documents or materials, and shall return all confidential information immediately upon demand.
- 13. Personal Data**
- 13.1** Where the customer is required to handle Personal Data on our behalf, or we send any Personal Data to the customer, the customer shall:
- 13.1.1** only collect, use or disclose such Personal Data strictly for the purposes for which Personal Data may have been conveyed to the customer by us, and at all times strictly in accordance with any guidelines or instructions which we have prescribed to the customer;
 - 13.1.2** protect the Personal Data in the possession or under the control of the customer by making reasonable security arrangements to prevent unauthorised access, collection, use or disclosure of the Personal Data; and
 - 13.1.3** delete such Personal Data immediately when the customer no longer requires the Personal Data to discharge its obligations under these general delivery and payment terms and conditions and/or any Contract.
- 13.2** In the event that the customer unintentionally or incidentally receives Personal Data from us, the customer shall inform us immediately and:
- 13.2.1** shall not collect, retain or store such Personal Data;
 - 13.2.2** shall not use or disclose such Personal Data; and
 - 13.2.3** shall delete such Personal Data immediately.
- 13.3** For the purposes of these general delivery and payment terms and conditions, "**Personal Data**" means all data which is defined to be "personal data" under all applicable Vietnamese Cybersecurity Law, the Civil Code and relevant Vietnamese regulations and includes all information which identifies or which relates to an individual, whether true or not, in any form, disclosed, furnished or made available directly or indirectly to the customer by or on behalf of us or otherwise received or obtained by the customer pursuant to, by virtue of, or in the course of carrying out the obligations under these general delivery and payment terms and conditions and/or any Contract.
- 14. Compliance**
- 14.1** The customer guarantees that it does not, and will not maintain direct indirect commercial or other ties with terrorists, terrorist organisations or other criminal or anti-constitutional organisations. In particular, by means of appropriate organizational measures, the customer must independently ensure the implementation of and compliance with Council Regulations (EU) No. 2580/2001m Bi 753/2011 and No 881/2002C as well as corresponding US, Singapore (the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Chapter 65A of Singapore)); the Anti-Terrorism Law of Vietnam and/or other corresponding provisions applicable in the context of the delivery arrangements against the background of its business operations. Once the merchandise has left our relevant premises, the customer is solely responsible to ensure compliance with the provisions cited above and will indemnify us against claims and costs based on a legal breach in this respect on the part of the customer, its affiliated company or employees, representatives and/or agents which it is vicariously liable for including reasonable legal and consultancy fees or court fees or fines resulting from the said legal breaches.
- 15. Export controls**
- 15.1** In the event that the validity of our offer or the customer's order is subject to the issue of an export permit by the authorities, the relevant Contract shall come into effect only if such permit is obtained by the customer. An agreed delivery date is similarly subject to the availability of an export permit, if any. Therefore, when placing the order the customer should take into account that this could lead to postponement of delivery dates that are beyond our control. In case of any subsequent export the customer must comply independently with the relevant export control and customs guidelines e.g. any regulations relating to the verification of the recipient or end user of the merchandise, the Law on Foreign Trade Management, the Law on Customs, the Law on Import-Export Duties of Vietnam. For the onward export to embargo countries the foreign trade requirements must be observed e.g. the Iran embargo regulation currently in practice and its corresponding amendment regulations.
- 16. Applicable law, place of performance, jurisdiction**
- 16.1** The law of the Socialist Republic of Vietnam shall govern these General Delivery and Payment Terms and Conditions and to the entire legal relations between ourselves and the customer.
- 16.2** Any dispute arising out of or in connection with any Contract and/or these general delivery and payment terms and conditions, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration at the Vietnam International Arbitration Centre (VIAC) in accordance with its Rules of Arbitration for the time being in force, which rules are deemed to be incorporated by reference in this Clause 16. The place of arbitration shall be Ho Chi Minh City, Vietnam.
- 16.3** The arbitral tribunal shall consist of one arbitrator to be appointed by the President of VIAC. The language of arbitration shall be English.

- 16.4** Any decision or award of an arbitral tribunal shall be final and binding upon the parties. The parties waive (to the fullest extent permitted by law) any right of application or appeal to any court or tribunal of competent jurisdiction in connection with any question of fact or law arising in the course of any arbitration or from any arbitral award or order. The parties agree that any arbitration award made pursuant to any arbitration commenced pursuant to Clause 16 may be enforced by the relevant party against assets of the other party wherever those assets are located or may be found, and a judgement upon any such arbitration award may be entered into by any court of competent jurisdiction thereof and for this purpose, the parties expressly submit to the jurisdiction of any such court.
- 16.5** Without prejudice to the provisions above of this Clause 16, the parties submit to the non-exclusive jurisdiction of the Courts of the Socialist Republic of Vietnam with respect to:
- 16.5.1** any legal action or proceeding in aid of any arbitration proceedings commenced pursuant to this Clause 16, or the enforcement of any decision, order or award of the arbitrator in those proceedings; or
 - 16.5.2** securing any interim or permanent injunctive relief with respect to any breach or threatened breach of this Agreement.

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