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EXHIBIT II	CONTRACT PRICE
EXHIBIT III	SHIPPING DOCUMENT, PACKING AND MARKING REQUIREMENT
EXHIBIT IV	FORM OF BANK GUARANTEE
EXHIBIT V	FORM OF ACCEPTANCE PROTOCOL
EXHIBIT VI	FORM OF CONTRACT CLOSURE CERTIFICATE

PREAMBLE

This CONTRACT (hereinafter referred to as "CONTRACT") is made and entered into this _____ day of _____ 2026 effective as of the _____ day of _____ 2026 ("Effective Date") between

NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH - PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED, a company organized and existing under the Laws of S.R Vietnam and having its registered address at 15th Floor, Victory Tower, 12 Tan Trao Street, Tan My Ward, Ho Chi Minh City, S.R. Vietnam, (hereinafter referred to as "CLIENT") of the first part;

and

_____ a company incorporated under the laws of _____ having its registered office at _____ (hereinafter referred to as "CONTRACTOR") of the second part.

Hereinafter the parties of the first and second parts shall be referred to singularly as "Party" and collectively as "Parties".

WHEREAS : CLIENT is appointed as Authorized Operator's Attorney for the exploration, development and production of hydrocarbons for oil and gas fields offshore Vietnam;

WHEREAS : CLIENT requires the **SUPPLY OF INSTRUMENTATION SPARE PARTS FOR GAS COMPRESSOR SYSTEM ON BK-TNG 2026** (hereinafter referred to as the "GOODS" or "WORKS") as described in the **EXHIBITS** (attached hereto and made a part hereof) and in accordance with the terms of this CONTRACT;

WHEREAS: CONTRACTOR represents that it is able and willing to supply the aforementioned GOODS and that it has the experience and capability to do so expeditiously.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

ARTICLE 1 – INTERPRETATION OF CONTRACT

1.1 The following documents together constitute this CONTRACT:

CONTRACT FORM

EXHIBIT I	SCOPE OF WORKS AND TECHNICAL REQUIREMENTS
EXHIBIT II	CONTRACT PRICE
EXHIBIT III	SHIPPING DOCUMENT, PACKING AND MARKING REQUIREMENT
EXHIBIT IV	FORM OF BANK GUARANTEE
EXHIBIT V	FORM OF ACCEPTANCE PROTOCOL
EXHIBIT VI	CONTRACT CLOSURE CERTIFICATE

1.2 Interpretation and Significance of Expressions

- a) In the event of ambiguity, inconsistency or conflict between the provisions of the CONTRACT and the Exhibits listed above, the CONTRACT shall prevail and

precede over the Exhibits. In the event of disagreement between the Specification and drawing, the Specification shall be decisive.

- b) In the event of ambiguity, inconsistency or conflict between the provisions of the Exhibits, CLIENT Representative shall have the discretion to decide the order of prevalence amongst the Exhibits.
 - c) Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.
 - d) All headings to the Articles of the CONTRACT are inserted for convenience of reference only and shall not affect the construction or interpretation of this CONTRACT.
 - e) At any time and unless expressly stated otherwise, when the following expressions and description and derivatives thereof appear in the CONTRACT, their connotations shall be extended or limited as set out as follows:
 - "including", "included", "such as", "comprising", "comprise" and the like shall be deemed to be completed by the expression "but not limited to".
 - "require", "request", "submit", "answer", "notify", "instruct", "state", "inform", "agree", "approve", "advise" and the like shall be deemed to be completed by the expression "in writing".
 - "days" shall mean "consecutive calendar days", it being understood that all dates and time periods referred to in the CONTRACT relate to Gregorian calendar.
 - f) Where the context so requires, the singular includes the plural and vice versa and words of one gender include all genders.
 - e) Headings and table of contents are inserted only for convenience and shall not in any way limit or govern the construction of the CONTRACT.
- 1.3 Any references or details provided in any one of the above documents but not in others shall be taken as read in all documents in this CONTRACT.
- 1.4. (a) All Standards, Codes, Specifications, Drawings, Instructions and other documents that are referred to in the Exhibits are deemed as incorporated by reference and made a part of the CONTRACT. CONTRACTOR shall immediately notify CLIENT of ambiguity, inconsistency or conflict between any of these documents. CLIENT will then issue instruction regarding these documents. Otherwise, the Articles of the CONTRACT shall take precedence in the event of ambiguity or it being in conflict or inconsistent with any other referred document.
- (b) Should CONTRACTOR fail to give notice to CLIENT or fail to discover such ambiguity, inconsistency or conflict in the aforementioned documents as should have been discovered by CONTRACTOR, all extra costs resulting from such failure shall be borne by the CONTRACTOR, except when it was caused solely by negligence of CLIENT.
- 1.5 None of the documents herein before mentioned shall be used by CONTRACTOR for any purpose other than for this CONTRACT.

ARTICLE 2 - DEFINITIONS

- 2.1 "AFFILIATES" means any CLIENT which controls, or is controlled by, or which is controlled by an entity, which controls, a Party. For the purposes of this definition,

- “control” means the ownership directly or indirectly of more than fifty (50%) percent of the voting rights in a CLIENT.
- 2.2 “GOODS” means materials or products or goods to be purchased or to be supplied as specified in the CONTRACT.
- 2.3 “CLIENT” means PETROVIETNAM Domestic Exploration Production Company Limited or any its divisions, AFFILIATES so named in the CONTRACT.
- 2.4 “CONTRACT” means the CONTRACT document and any other documents listed herein and shall constitute the entire agreement between the Parties and the appendices as may be amended by any special conditions referred to in the CONTRACT.
- 2.5 “CONTRACT PRICE” means the Price payable to CONTRACTOR as specified in the Article headed CONTRACT PRICE.
- 2.6 “Country of Origin” means the place where the GOODS were mined, grown, cultivated, produced, manufactured or where GOODS and its parts are processed, assembled, further manufactured to have a merchantable product that has substantial differentiation from the components from which it is composed.
- 2.7 “Day” means calendar day.
- 2.8 “Delivery Date” means the date a clean Bill of Lading or Air Way Bill for GOODS shipment.
- 2.9 “Delivery Time” means the time required by CONTRACT to deliver GOODS as stipulated in the Article headed Delivery.
- 2.10 “Incoterms”: unless inconsistent with any provision of the contract where that provision of the contract shall prevail, the meaning of any trade term, for example EXW, FOB, CIF, CFR, DAP and the rights and obligations of parties thereunder shall be as prescribed by Incoterms version 2020 published by the International Chamber of Commerce in Paris, France.
- 2.11 “Liquidated Damage” is the sum which party to CONTRACT agrees to pay if a Party breaks particular promise and, which having been arrived at by good faith effort to estimate actual damage that shall probably ensure from breach, is recoverable as agreed damages if break occurs.
- 2.12 “SPECIFICATIONS” means the specifications of GOODS attached to the CONTRACT; the specifications also include the inspection method of GOODS and packing standards, the specifications shall constitute an integral part of the CONTRACT.
- 2.13 “CONTRACTOR” means the person(s), firm, company or entities named in the CONTRACT to supply GOODS hereinafter defined and shall include the CONTRACTOR’s legal personal representatives, successors and assignees.
- 2.14 “SERVICES” means all works, services and obligations to be performed, provided or otherwise fulfilled by CONTRACTOR pursuant to and in accordance with the Terms and Conditions of the CONTRACT, including without limitation the work and services described in the CONTRACT, together with any operations carried out in connection therewith, and the physical result of the performance of such work, services and obligations.

ARTICLE 3 - FORM OF CONTRACT

- 3.1 CLIENT shall not be liable for any orders or amendments other than those issued or confirmed on this CONTRACT and any amendment thereto.
- 3.2 CLIENT may make changes in the SPECIFICATIONS or drawings, including additions to or deletions from the quantities of GOODS originally ordered. If any such changes affect the amount due and/or the time of performance hereunder, an equitable adjustment shall be made as mutually agreed by CLIENT and CONTRACTOR to the amount due and/or the time of performance, as the case may be by the issuance of CLIENT's Change Order.
- 3.3 Authorized Change Order requests made after Effective Date of CONTRACT shall be priced properly justified and immediately submitted to CLIENT for approval. CLIENT reserves the right to accept or reject any or all requests.

ARTICLE 4 - GOODS, QUANTITY AND SPECIFICATIONS

- 4.1 CONTRACTOR shall supply the GOODS to CLIENT with SPECIFICATIONS, quantity, unit as described in Exhibit I attached hereto, which forms an integral part of this CONTRACT.
- 4.2 The GOODS shall be brand new, fully meet all specifications and requirements as stated in Exhibit I, and conform to quality standards of relevant Manufacturers, when no applicable standard is mentioned, the appropriate official standards of the Country of Origin shall be applicable.
- 4.3 Manufacturer and Country of Origin: as requested in Exhibit I.
- 4.4 Within three (3) weeks from the Effective Date, CONTRACTOR shall submit the Production Schedule by email and/or courier to CLIENT (This provision applicable to "Make to Order/ MTO GOODS").

ARTICLE 5 - CONTRACT PRICE

- 5.1 The CONTRACT PRICE shall be VND which shall be detailed in accordance with the Exhibit II of this CONTRACT.
- 5.2 The CONTRACT PRICE referred to in this Article shall be understood DAP CLIENT's warehouse, PTSC Downstream Port, Ho Chi Minh City, S.R. Vietnam - INCOTERMS 2020, unless otherwise expressly stipulated in this CONTRACT, including without limitation the value of the GOODS, charges of marking and packing, transportation cost, technical documentation, expenses for test and inspection performed by CONTRACTOR or its manufacturer prior to shipment and obtaining necessary certificates and licenses, warranty services (if any) and all taxes, duties and other expenses in connection with the execution of this CONTRACT outside the CLIENT's country.

The price is fixed and not subject to change for the whole term of the CONTRACT, with the exception of any price adjustments authorized in the Contract.

ARTICLE 6 - DELIVERY

- 6.1 Time is of the essence for the delivery of GOODS specified under the CONTRACT. CONTRACTOR shall give written notice to CLIENT of any anticipated delay. In case of actual or anticipated delay, CLIENT may terminate the CONTRACT in manner as specified in the Article headed TERMINATION.

- 6.2 Unless otherwise provided herein, the delivery of GOODS shall be governed and/or construed in accordance with the provision of Incoterms 2020, ICC and any amendments thereto.
- 6.3 The Commodity supplied under this CONTRACT shall be delivered in accordance with Exhibit I
- 6.4 Delivery Schedule shall be as per the Exhibit I.
Earlier delivery is desired.
Partial delivery is not allowed.
- 6.5 CONTRACTOR shall be responsible for and bear all risks and relevant costs and damages and/ or loss caused to CLIENT arising out of or relating to CONTRACTOR's sending GOODS to the wrong destination.
CONTRACTOR shall be responsible for any incremental installation cost and/ or transportation cost and/ or any other reasonable cost/ expenses resulting from late delivery.

ARTICLE 7 - NOTICE OF DELIVERY, SHIPPING DOCUMENTS, PACKING AND MARKING

- 7.1 Immediately but not later than four (4) days after the Delivery Date, CONTRACTOR shall send the Shipping Documents as stipulated in Exhibit III of this CONTRACT in English language to CLIENT by Express Courier at the CONTRACTOR's expenses.
At the same time, CONTRACTOR shall also advise CLIENT of the following information to enable CLIENT to carry out customs procedures for import of the shipped GOODS:
- (a) CONTRACT number and GOODS description;
 - (b) Number of packages;
 - (c) Weight and dimension of each package;
 - (d) Vessel's name (Carrier/Flight Number for air freight), estimated time of departure (ETD) from port/ airport of export and estimated time of arrival (ETA) at port/ airport of discharge.
 - (e) Other necessary information.
- 7.2 Within two (2) days before the Delivery Time as specified in Article headed Delivery, CONTRACTOR shall send the written Delivery Notice in which shall be specified the information as requested in Article 7.1 hereof.
- 7.3 GOODS shall be packed, marked and delivered in original and standard packing for export and suitable for the nature of GOODS and transportation in accordance with Packing and Marking Requirement as stipulated in Exhibit III of this CONTRACT.

ARTICLE 8 - PASSING OF TITLE AND CONTRACTOR'S RISK

- 8.1 Receipt and When GOODS are delivered
GOODS shall be deemed delivered upon signing by CLIENT and CONTRACTOR of an Acceptance Protocol in accordance with the Article headed Acceptance of GOODS.
- 8.2 Passing of Title and Risk
GOODS shall remain at CONTRACTOR's risk until GOODS shall be delivered as stipulated in this Article 8.

Property and Title in GOODS shall be passed to CLIENT when the GOODS are delivered stipulated in this Article 8, unless otherwise agreed in this CONTRACT.

ARTICLE 9 - ACCEPTANCE OF GOODS

- 9.1 CLIENT or its duly appointed representative shall have the right to inspect and if necessary to reject and to request for replacement of GOODS or parts thereof which do not comply with the CONTRACT.
- 9.2 In the case of GOODS or parts thereof delivered by CONTRACTOR not in conformity with the CONTRACT, whether by reason of not being the quality or not in the quantity or measurements stipulated or being unfit for the purpose for which they are required where such purpose has been made known to CONTRACTOR or not meeting the requirement of Shipping Documents as stipulated under the CONTRACT, CLIENT shall have the right to reject or not to accept such GOODS, request SUPPLIER to repair or replace such GOODS; supply any shortfall in the event of shortfall in delivery and to purchase. CONTRACTOR shall bear all expenses incurred by either CONTRACTOR or CLIENT as a result of the rejection, repair or replacement of GOODS or supply of shortfall in delivery including but not limited to cost of transportation and customs duties.
- 9.3 In case of partial delivery, any delay or failure to comply with the Contractual Delivery Date(s) shall be deemed a breach of the CONTRACT and CLIENT reserves the right to terminate CONTRACT or refuse to accept GOODS respectively.
- 9.4 Where CLIENT or its appointed party makes an inspection of a representative sample of GOODS not in accordance with the SPECIFICATIONS in the respective sample, CONTRACTOR shall bear the additional cost of inspecting the whole of GOODS supplied to ascertain their quality or quantity or measurement stipulated or being fit for the purpose of which they are required.
- 9.5 Acceptance Protocol

Upon arrival of GOODS at the place of delivery in accordance with the Article headed as DELIVERY, within 03 (three) days after receiving the notice from CLIENT (by fax), CONTRACTOR shall, at its own cost, arrange and assign an authorized representative to be present at CLIENT's warehouse to assist CLIENT in becoming familiar with the operation of the GOODS during the period of inspection prior to acceptance of GOODS. However, CLIENT's performance shall not release CONTRACTOR from its obligations and responsibilities under CONTRACT, including without limitation CONTRACTOR's warranty obligations.

Upon completion of the inspection prior to acceptance of GOODS, CLIENT shall issue an Acceptance Protocol in accordance with Exhibit V of this CONTRACT which will be duly signed by authorized representatives of both Parties and the third party for handover of GOODS. All costs, expense of the trip and stay of the CONTRACTOR's representative shall be at the CONTRACTOR's account.

Should any GOODS fail to pass inspection prior to acceptance of GOODS, CLIENT may reject such defective GOODS, in whole or in part, and CONTRACTOR shall immediately either replace the rejected GOODS or make alterations necessary to meet specifications and requirements under CONTRACT free of charge to CLIENT.

Both Parties shall agree that the Acceptance Protocol shall be final and binding evidence regarding the quantity, quality and status of GOODS for CLIENT to make payment to the CONTRACTOR under this CONTRACT and CONTRACTOR hereby agree to make no claim or any similar request to CLIENT for any payment which is

not supported or substantiated by the Acceptance Protocol. However, the issuance of the said Acceptance Protocol itself shall not in any way release CONTRACTOR from any of its obligations under this CONTRACT, including without limitation CONTRACTOR's warranty obligations.

ARTICLE 10 - INVOICING AND PAYMENT

10.1 CONTRACTOR's invoice(s) shall not be submitted until the GOODS are due and have been delivered and accepted by CLIENT. Unless otherwise stated in CONTRACT, payment shall be made by 100% T/T (Telegraphic Transfer) within forty five (45) days following receipt of CONTRACTOR's undisputed invoice and all necessary supporting documents. If the forty fifth (45) day falls on a Saturday or Sunday or a gazetted S.R. Vietnam public holiday, the next working day shall be deemed to be the due date of payment.

10.2 Invoices shall indicate CONTRACT number and title and shall be submitted in one (1) original and two (2) copies complete with the necessary documentation required by COMPANY and shall be addressed to:

**NAM CON SON PETROLEUM EXPLORATION PRODUCTION BRANCH -
PETROVIETNAM EXPLORATION PRODUCTION CORPORATION LIMITED**

Address: 15th Floor Victory Tower, 12 Tan Trao Str., Tan My Ward, Ho Chi Minh City, S.R Vietnam

Attn: Manager, Finance & Accountant Department

E-invoices (if any) shall be submitted the invoice link to the email address below:

EMAIL: ncs.invoice@pvep.com.vn

Company Name and VAT Code:

Tên Chi nhánh: CHI NHÁNH THĂM DÒ KHAI THÁC DẦU KHÍ NAM CÔN SƠN -
CÔNG TY TRÁCH NHIỆM HỮU HẠN - TỔNG CÔNG TY THĂM DÒ KHAI
THÁC DẦU KHÍ (PVEP-NCS) – LÔ 05.1A

Mã số thuế: 3502205616

Địa chỉ: Tầng 15, Tòa nhà Victory, số 12 Tân Trào, P. Tân Mỹ, Tp Hồ Chí Minh

10.3 Payments in respect of disputed items may be withheld by CLIENT until the settlement of the dispute by mutual agreement. Payments made by CLIENT shall not preclude the right of CLIENT to thereafter dispute any of the items invoiced.

10.4 In the event that CLIENT disputes any items on a particular invoice, CLIENT shall only be entitled to withhold from payment the actual amount in dispute. If CLIENT disputes any items on an invoice, CLIENT shall inform CONTRACTOR of the disputed item within thirty (30) days of the receipt by CLIENT of that particular invoice.

10.5 CLIENT shall be entitled to withhold payment if any of CONTRACTOR's invoices which do not include sufficient supporting documentation required by CLIENT.

10.6 All payments to CONTRACTOR shall be made to:

Bank Name :

Account No. :

CONTRACTOR shall advise CLIENT on its account details and/or any changes to its account details if any by an at least 15 days in advance notice. Should

CONTRACTOR fail to give such notice in due time to CLIENT, CONTRACTOR shall bear all risks associated with wrong/incorrect money transfer made by CLIENT.

- 10.7 Within forty five (45) days from CONTRACTOR's invoice shall fully be paid by CLIENT to CONTRACTOR, CONTRACTOR shall provide CLIENT with CONTRACT Closure Certificate as per format in the EXHIBIT VI of this CONTRACT to the date of such statements in connection with GOODS have been fully received and finally paid by CLIENT to CONTRACTOR.
- 10.8 All payments to Domestic CONTRACTOR by CLIENT under the terms of this CONTRACT shall be made in Vietnam Dong (VND), except for payments for WORKS performed by Foreign CONTRACTOR's Sub-contractor/Parent Company/Subsidiary/Affiliate which is made in United State Dollar (USD) to such Foreign CONTRACTOR's Sub-contractor/Parent Company/Subsidiary/Affiliate by CONTRACTOR which shall be back-to-back made to CONTRACTOR by CLIENT in USD provided that CONTRACTOR shall provide CLIENT with all necessary supporting documents for such payment in USD, including but not limitation to a contract, custom declaration, invoice, etc. All payments to Foreign CONTRACTOR by CLIENT under the terms of this CONTRACT shall be made in US Dollar (USD). The exchange rate to be used to convert shall be the transfer rate (Buy) for VND and USD announced by the Bank for Foreign Trade of Vietnam (Vietcombank) at the time of VAT invoice issuance shall be applied.

ARTICLE 11 - TAX AND DUTY

- 11.1 CONTRACTOR shall be entirely responsible for all taxes, duties, export license fees (if any), customs fees imposed on the CONTRACTOR other than Vietnam in connection with the performance of CONTRACT. CONTRACTOR shall indemnify and keep harmless CLIENT from any and all claims and liabilities arising from its non-compliance with this Article 11.1.
- 11.2 CLIENT shall pay and shall be responsible for all taxes, duties and fees imposed on CLIENT's country in connection with the performance of CONTRACT. CLIENT shall indemnify and keep harmless CONTRACTOR from any and all claims and liabilities arising from its non-compliance with this Article 11.2. The bidder shall pay import tax (if any) which are back charge to PVEP-NCS.

ARTICLE 12 - INSURANCE

CONTRACTOR at its own cost, shall insure GOODS supplied under this CONTRACT for each shipment in the currency stated in the CONTRACT covering All Risk Clause with a reputable insurance company in an amount of 125% of CIF value of the GOODS.

Notwithstanding anything to the contrary herein, CONTRACTOR shall bear the risks to GOODS until such GOODS is handed over to CLIENT in accordance with the Article headed Passing of Title and CONTRACTOR's Risk.

With respect to GOODS to which the ownership rights must, as provided for by law, be registered, CONTRACTOR shall bear risks to such GOODS until the registration procedures are completed or until such GOODS is handed over to CLIENT in accordance with Article headed Passing of Title and CONTRACTOR's Risk, whichever is later.

ARTICLE 13 - ACCESS AND AUDIT

- 13.1 CLIENT shall have the right to expedite and inspect the GOODS at any time and/or audit all CONTRACTOR's documents and records related to this CONTRACT. Such right shall remain in full force until up to three (03) years after expiry or termination of this CONTRACT.
- 13.2 CONTRACTOR shall permit at its work sites and at the work sites of any of its Sub-CONTRACTOR such as expediting and inspection surveillance as is considered necessary by CLIENT. Any such expediting, inspection or any failure to do so shall in no way relieve CLIENT of his obligations under the CONTRACT.

ARTICLE 14 - CONFIDENTIALITY

CONTRACT shall be treated as confidential and CONTRACTOR shall not make use of CLIENT's name or the name of any company or companies associated with CLIENT for publicity purposes without prior written consent of CLIENT. Furthermore, all designs, drawings, specifications and information that may be supplied in connection with this CONTRACT are confidential and must only be used for the purpose of this CONTRACT. No public statements, announcements or circulars regarding this CONTRACT or the activities of the Parties relating thereto shall be made or issued by or on behalf of CONTRACTOR without the prior written approval of CLIENT.

ARTICLE 15 - SUSPENSION

CLIENT shall have the right to suspend the CONTRACT for the following reasons:

- (a) Force Majeure in accordance with the Article headed Force Majeure;
- (b) In the event of any complete or partial stoppage of CLIENT projects;
- (c) Failure on part of CONTRACTOR to perform any obligation under CONTRACT.

Such suspension shall remain in force until the time that the above reasons are no longer applicable or otherwise when waived in writing by CLIENT.

ARTICLE 16 - TERMINATION

- 16.1 CLIENT may terminate the CONTRACT at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall cease supply of GOODS and CLIENT shall pay CONTRACTOR a fair price with proper supporting evidences for any GOODS delivered at the date when such notice is given.

In case of such termination, CONTRACTOR shall

- (i) use its best endeavors to effect the immediate cancellation of orders which it may have placed with others and discontinue all works of manufacturing GOODS, and
- (ii) upon CLIENT's request, deliver to CLIENT any or all the work, drawings, SPECIFICATIONS, data sheet and other matters that CONTRACTOR may have prepared for GOODS and all materials, supplies and equipment paid for by CLIENT either directly or indirectly, and CLIENT shall have the right to make use of same for such purposes as CLIENT may desire, and
- (iii) Not be entitled to any prospective profits or incidental, indirect, consequential or other damages because of termination.

- 16.2 In the event the CLIENT terminates the CONTRACT in whole or in part in any of the following cases:

- (i) CONTRACTOR's failure to deliver GOODS by the time as specified in the Article headed DELIVERY;
- (ii) CONTRACTOR's failure to replace and/ or make good the defective GOODS as specified in the Article headed Acceptance of GOODS;
- (iii) CONTRACTOR's failure to perform or to comply with any other obligations under CONTRACT;

CLIENT may, at its own discretion and as it deems fit, forfeited the Bank Guarantee, correct such CONTRACTOR's breach by purchasing new GOODS, making good the defective GOODS by services of a third party, or otherwise and all cost and expense arising therefrom shall be at CONTRACTOR's account. In addition, CONTRACTOR shall compensate CLIENT for all losses and/or damages arising from such CONTRACTOR's breach of CONTRACT and shall pay to CLIENT a penalty of eight per cent (8%) of the value of the whole or the part of the CONTRACT so terminated. Payment for all these costs, expense, compensation and penalty if any shall be made to CLIENT within 10 (ten) days of CONTRACTOR's receipt of CLIENT's first written request.

- 16.3 In the event the CLIENT terminates the CONTRACT in whole or in part pursuant to CONTRACTOR's failure to submit the Bank Guarantee on schedule in accordance with the Article headed as Bank Guarantee, CONTRACTOR shall pay to CLIENT a penalty of eight per cent (8%) of the value of the whole or the part of CONTRACT so terminated within 10 (ten) days of CONTRACTOR's receipt of CLIENT's first written request.

ARTICLE 17 - WARRANTY

- 17.1 CONTRACTOR warrants that the GOODS supplied under this CONTRACT are new, unused, of the most recent or current models, and are fully in compliance with all specifications and requirements of this CONTRACT and that they incorporate all recent improvements in design and materials unless provided otherwise in the CONTRACT. CONTRACTOR further warrants that all GOODS supplied under this CONTRACT shall have no defect, arising from design, materials, or workmanship or from any act or omission of the CONTRACTOR that may develop under normal use of the supplied GOODS in the conditions prevailing in the Country of CLIENT.
- 17.2 CONTRACTOR warrants for normal operation of the GOODS for twelve (12) months from the date of signing Acceptance Protocol.
- 17.3 Should any shortage, defects (whether latent or apparent) be revealed or should the quality of the GOODS not conform to the technical standards and SPECIFICATIONS under this CONTRACT, CLIENT shall have the right to make claim to CONTRACTOR. CLIENT shall notify the CONTRACTOR of its claim in writing arising under this warranty.
- 17.4 Within fifteen (15) days from CONTRACTOR's receipt of CLIENT's claim (excluding the normal time for transportation of replacement parts), CONTRACTOR shall replace and/or make good the defective GOODS or parts thereof without any cost to CLIENT. CONTRACTOR shall ensure that the replaced and/or repaired GOODS shall meet all SPECIFICATIONS and requirements of this CONTRACT and CONTRACTOR shall give a warranty for normal operation of the replaced GOODS/parts for twelve (12) months from the date of replacement.
- 17.5 In the case of CONTRACTOR's not in agreement with CLIENT's claim, CONTRACTOR must notify CLIENT of its disagreement within five (5) days of

CONTRACTOR's receipt of CLIENT's claim, and failing such notification CONTRACTOR shall be deemed to have accepted CLIENT's claim. In the case of the CONTRACTOR's disagreement, CLIENT may invite an independent inspection organization to carry out the inspection and notify CONTRACTOR of the time and name of the independent inspection organization. CONTRACTOR may, at its own cost and in its discretion, participate in the inspection. The report issued by the said inspection organization shall be the conclusive, final, sufficient and legal evidence to substantiate CLIENT's claim (regardless of CONTRACTOR's participation in the inspection or not). If, after the inspection report is made and it is found that the causes of the defect are those other than CLIENT's mistake in operation, then Article 17.4 above shall apply and the date of issuance of the inspection report shall be deemed the date of CONTRACTOR's receipt of CLIENT's claim. The cost of this inspection shall be at CONTRACTOR's expense.

- 17.6 Should CONTRACTOR fail to deliver the replacements for the defective GOODS and/or fail to make good the defects thereof within the above stipulated time in accordance with Article 17.4 above, CLIENT will have the right, at its own discretion, to make good the defect or replace the defective GOODS with new ones from a third party, and CONTRACTOR undertakes to immediately reimburse CLIENT at CLIENT's first request for all actual relevant cost and expenses arising therefrom.
- 17.7 The claim of latent defects or non-conformity of GOODS shall be submitted to the CONTRACTOR not later than thirty (30) days after the expiration of the warranty period. No claim shall be submitted later than thirty (30) days after the expiration of the Warranty Period.
- 17.8 When the replacement or repair (if any) has been made and all related costs, expenses, damages, agreed and liquidated damages have been settled, CLIENT's claim is to be considered finally settled.
- 17.9 All the claim amount, for which the CONTRACTOR is responsible to CLIENT under this CONTRACT, shall be paid by telegraphic transfer not later than ten (10) days upon the date of CLIENT's claim telex/telefax or may be deducted from the payment to CONTRACTOR under this Contract or finally settled by Arbitration as per provisions of this CONTRACT.
- 17.10 Nothing in this Article 17 shall deprive CLIENT of its right for compensation and/or penalty as stipulated in Articles headed as Liquidated Damages.

ARTICLE 18 - ENGINEERING CODES AND STANDARDS

The codes and standards which apply to GOODS covered by this CONTRACT are listed in the SPECIFICATIONS. These codes and standards may be revised from time to time and it shall be the CONTRACTOR's responsibility to ensure that the latest revisions to these codes and standards are being adhered to. Any difference in these codes and standards and revisions shall be immediately notified in writing to CLIENT.

ARTICLE 19 - MANUFACTURING CHANGES

CLIENT shall be advised of all changes in the SPECIFICATIONS or method of construction of GOODS supplied before such changes are implemented. In the event of CLIENT accepting the change, written approval shall be sent to CONTRACTOR.

ARTICLE 20 - PATENT INDEMNITY

- 20.1 CONTRACTOR shall indemnify CLIENT against any claim of infringement of patents, registered designs or other rights which arise as a result of the sale or use of

GOODS supplied by CONTRACTOR. This indemnity shall not extend to instances in which GOODS concerned have been supplied to the design of CLIENT.

- 20.2 CONTRACTOR is obliged to secure that the ownership rights to GOODS are not disputed by a third party. In case there is any dispute by a third party, CONTRACTOR shall take side with CLIENT in order to protect CLIENT's interests. If the third party is entitled to own part or the whole of GOODS, CLIENT shall be entitled to cancel the CONTRACT and CONTRACT shall compensate CLIENT for all damage including, but not limited to the refund of CONTRACT PRICE, liquidated damage, legal cost, and attorney fees.

ARTICLE 21 - LIABILITIES AND INDEMNITY

- 21.1 CONTRACTOR shall be responsible and shall protect, indemnify and save CLIENT harmless from and against any claims, demands and causes of action for damage to any property as well as death of or personnel injury to any person arising out of the act or omission to act, negligent or otherwise, of CONTRACTOR, CONTRACTOR's employees and CONTRACTOR's agents. CONTRACTOR shall carry and maintain all applicable insurance as required by law and this CONTRACT.
- 21.2 CONTRACTOR shall be liable for, indemnify and hold CLIENT (including CLIENT's officers, directors employees or agents), harmless from all damages, claims, losses, expenses and/or reasonable attorneys fees including, but not limited to, suits or claims for damages for death, human bodily injury or other property resulting from any defects of the GOODS even if the quality of GOODS conforms to the SPECIFICATIONS and has passed the inspection by CLIENT.

ARTICLE 22 - LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any indirect or remote losses of any kind or for damages for loss of anticipated revenue or profits, nor any special, punitive, exemplary or consequential damages, including, but not limited to, loss of goods, cost of capital, cost incurred in connection with labor, overheads, general administrative, transportation, substitute facilities, support sources or other similar damages.

ARTICLE 23 - LIENS AND CLAIMS

CONTRACTOR shall indemnify and hold CLIENT harmless from all liens, claims, assessments, fines and levies created, caused or committed by CONTRACTOR or by its Sub-contractors and all costs, damages and expenses incidental thereto, including without limitation all court and arbitration costs, attorney's fees and other reasonable expenses.

ARTICLE 24 - FORCE MAJEURE

- 24.1 Neither CONTRACTOR nor CLIENT shall be liable to other Party for any breach of the Terms and Conditions of the CONTRACT where such breach occurs as a result of a Force Majeure.
- 24.2 The events falling within Force Majeure include but are not limited to Acts of God or force of nature, landslide, lightning, earthquake, flood, fire, explosion, storm or storm warning tidal wave, shipwreck and perils to navigation, act of war (declared or undeclared) or public enemy, strike act (excluding strikes, lockouts or other industrial disputes or action solely amongst employees of CONTRACTOR or its sub-contractor(s)) or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or similar events beyond the control of the Parties or either of them. Force Majeure shall exclude financial distress on the part of CONTRACTOR or its sub-contractor(s).

Subject to the above, a Party claiming the benefit or protection of this Article, without delay, takes all reasonable steps to remove its inability to comply with the provisions of the CONTRACT.

ARTICLE 25 - HEALTH, SAFETY AND ENVIRONMENT (“HSE”)

CONTRACTOR shall be responsible for the HSE of all persons engaged on the performance of CONTRACT and all persons who may be affected by activities of CONTRACTOR and shall comply with all the HSE regulations and procedures.

ARTICLE 26 – ASSIGNMENT AND SUBCONTRACT

CLIENT shall not be liable for any orders other than those issued or confirmed on CONTRACT or any amendment thereto. CONTRACTOR shall not assign or subcontract any part of the CONTRACT, with the prior written approval of CLIENT.

CONTRACTOR shall procure for CLIENT the right to enter the sub-contractor's premises for the purpose of expediting and inspection.

ARTICLE 27 - VENDOR DATA REQUIREMENTS AND SUBMITTAL

Drawings and vendor data are to be submitted in strict compliance with the SPECIFICATIONS. If for any reason, the transmission of drawings and vendor data shall be delayed, CLIENT is to be informed immediately in writing, giving reason in for such delay. All drawings and vendor data shall be delivered to CLIENT by hand or through courier service.

All preliminary, intermediate and final drawings and vendor data to be furnished shall be subjected to expediting by CLIENT or its appointed CONTRACTOR.

ARTICLE 28 - EXPEDITING

- 28.1 CLIENT or its appointed third party shall have the right to visit CONTRACTOR's mill and plant and those of Sub-contractors for expediting purposes at any time prior to shipment of GOODS. CONTRACTOR and its Sub-contractors shall provide access to their works at all times to CLIENT or its appointed third party. CONTRACTOR's sub-orders must carry a note to this effect.
- 28.2 Expediting of CONTRACT performance and CONTRACTOR's sub-orders by CLIENT or its appointed third party does not relieve Sub-contractors from their responsibilities to ensure that all sub-orders are delivered to CONTRACTOR's works or plant by the due date.

ARTICLE 29 - INSPECTION

- 29.1 CLIENT or its appointed third party shall have the right to inspect, witness tests and survey the quality of GOODS at CONTRACTOR's and its Sub-contractors' plants at any time during manufacturing of GOODS. CONTRACTOR is required to provide every facility for such right to CLIENT or its appointed third party. CONTRACTOR's Sub-orders to its Sub-contractor(s) shall carry a note to this effect. CONTRACTOR's failure to instruct Sub-contractor(s) of the right to CLIENT or its appointed third party to make plant visit for Quality Assurance purposes at any time prior to shipment of GOODS may result in rejection of GOODS manufactured at Sub-contractor(s)' plants.
- 29.2 CONTRACTOR shall include in all orders to Sub-contractor(s) those SPECIFICATIONS included with the CONTRACTOR, which governs the manufacturing, or testing of GOODS produced by each Sub-contractor(s). Such SPECIFICATIONS, data or other technical description shall be available for review by CLIENT or its appointed third party at the Sub-contractor's facility.

- 29.3 Should any inspected or tested GOODS fail to conform to the SPECIFICATIONS, CLIENT may reject them and CONTRACTOR shall either replace the rejected GOODS or make all the alternations necessary to comply SPECIFICATIONS requirements free of cost to CLIENT.
- 29.4 CLIENT shall reserve right to inspect, test and, where necessary, reject GOODS after GOODS' arrival in Vietnam and shall in no way be limited or waived by reason of GOODS having previously been inspected, tested and passed by CLIENT or its appointed third party prior to GOODS' shipment from the country of origin.
- 29.5 Nothing in this Article shall in any way release CONTRACTOR from any warranty or other obligations under the CONTRACTOR.

ARTICLE 30 - LIQUIDATED DAMAGES

- 30.1 Should CONTRACTOR fail to deliver GOODS by the time as specified in the Article headed DELIVERY and/or to replace and/or make good the defective GOODS as specified in the Article headed Acceptance of GOODS, CLIEEN shall have the right, at its discretion, to deduct or to be paid by CONTRACTOR, for each day of delay in delivery after the date specified, liquidated damages in the amount of three tenths of one percent (0.3%) of the value of Contract delayed portion in delivery or in replacement or repair up to maximum of eight percent (8%) of the CONTRACT value. CLIEEN reserves the right to terminate this Contract and shall have the right to deduct the liquidated damages from any money due the CONTRACTOR.
- 30.2 The rate of agreed and liquidated damages is not subject to any alteration by Arbitration or any third parties. The amount of agreed and liquidated damages may be deducted by CLIENT from CONTRACTOR's Invoices while effecting the payment. Should CLIENT fail to deduct the sum of money of agreed and liquidated damages from the CONTRACTOR's Invoice, CONTRACTOR shall have to pay it immediately but not later than ten (10) days upon the CLIENT's first written request.

ARTICLE 31 - BANK GUARANTEE

- 31.1 As soon as possible but not later than seven (7) days from the Effective Date of CONTRACT, CONTRACTOR, through a first class bank acceptable to CLIENT, shall open the Bank Guarantee, in favor of CLIENT, covering ten percent (10%) of CONTRACT PRICE. The validity of the Bank Guarantee shall cover the Warranty Period as stated in Article headed as WARRANTY plus 30 (thirty) days. The Bank Guarantee shall be advised to CLIENT through Vietcombank, Ho Chi Minh City Branch.
- 31.2 The content of the Bank Guarantee shall be in conformity with the Exhibit IV of CONTRACT, which forms an integral part of this Contract.
- 31.3 In the case the Bank Guarantee is not received by CLIENT within fifteen (15) days from the Effective Date of CONTRACT or in the case the Bank Guarantee is not in the same form and wording as per Exhibit IV of CONTRACT, and CONTRACTOR fails to remedy the requirement within seven (7) days from the receipt of CLIENT's notification, then CLIENT may, at its own discretion, terminate CONTRACT.
- 31.4 Should CLIENT make use of the Bank Guarantee, CLIENT will inform the CONTRACTOR immediately (but for information purpose only).
- 31.5 All cost, fees relating to the Bank Guarantee shall be at the CONTRACTOR's account.

ARTICLE 32 - APPLICABLE LAW AND ARBITRATION

- 32.1 The CONTRACT and all questions concerning its formation, validity, interpretations and performance shall be governed under the Laws of the S.R. Vietnam.
- 32.2 Any disputes arising out of or in connection with any CONTRACT which could not settled through negotiation between the two Parties shall be finally settled by the Vietnam International Arbitration Center (VIAC) besides Vietnam Chamber of Commerce and Industry (VCCI) under VIAC Arbitration Rules for final settlement. The place of Arbitration shall be in Ho Chi Minh City, Vietnam. The Arbitral Board shall be three (3) arbitrators and the language of Arbitration shall be English. The costs of Arbitration shall be borne by the lost Party. The award made in accordance with the provisions of this Article shall be final and binding upon two Parties.

ARTICLE 33 - LANGUAGE

All documents produced by CONTRACTOR in the performance of the CONTRACT as well as all written communications between CLIENT and CONTRACTOR shall be written in the English language which is hereby designated the governing language of the CONTRACT. CONTRACTOR and CLIENT may use any language within their own organizations, except that all Sub-contracts and all written communications pertaining to them shall be in English.

ARTICLE 34 - NON-EXCLUSIVE AGREEMENT

This CONTRACT is non-exclusive and CLIENT reserves the right, without having to give any reason whatsoever to engage other suppliers and/or contractors to supply GOODS. CONTRACTOR shall afford such other contractors adequate opportunity to carry out their contracts and shall supply GOODS in co-operation with those contractors and with CLIENT.

ARTICLE 35 - ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements related to this CONTRACT, either written or oral, including CLIENT's bid document and CONTRACTOR's proposal(s) except to the extent they are expressly incorporated into this CONTRACT. No changes, alterations, or modifications to this CONTRACT shall be effective unless in writing, and executed by the authorized signatories of CLIENT and CONTRACTOR.

SIGNATORIES

This Contract shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this CONTRACT to be executed in four (04) originals in their respective corporate names by their respective officers, thereunder duly authorised, as of the date and year first above written.

For and on behalf of
CLIENT

For and on behalf of
CONTRACTOR