

CÔNG TY TNHH THỰC PHẨM THƯƠNG MẠI ĐẠI PHÁT

BẢN TỰ CÔNG BỐ SẢN PHẨM

40/Đại Phát/2022

CÀ PHÊ MOCHA ĐẶC SẢN (SPECIALTY MOCHA)

THÁNG 08 NĂM 2022

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

BẢN TỰ CÔNG BỐ SẢN PHẨM

Số: 40/Đại Phát/2022

I. Thông tin về tổ chức, cá nhân tự công bố sản phẩm:

Tên tổ chức, cá nhân: **CÔNG TY TNHH THỰC PHẨM THƯƠNG MẠI ĐẠI PHÁT**

Địa chỉ: Số 32, đường 6, KCN Sóng Thần 2, Phường Dĩ An, Thành phố Dĩ An, Bình Dương.

Điện thoại: 0274 3790540 Fax: 0274 3790542 E-mail: hlinh@daiphathfood.com.vn

Mã số doanh nghiệp: 3700341674

Số Giấy chứng nhận cơ sở đủ điều kiện ATTP: 47/2021/NNPTNT-BD Ngày cấp: 22/11/2021

Nơi cấp: Chi cục Chăn nuôi, Thú y và Thủy sản tỉnh Bình Dương.

II. Thông tin về sản phẩm:

1. Tên sản phẩm: **CÀ PHÊ MOCHA ĐẶC SẢN (SPECIALTY MOCHA)**

2. Thành phần: 100% hạt cà phê Arabica rang xay.

3. Thời hạn sử dụng: 18 tháng kể từ ngày sản xuất. Ngày sản xuất in trên gói sản phẩm.

4. Quy cách đóng gói và chất liệu bao bì:

- Quy cách đóng gói: 10 g/gói, 80 g/hộp (8 gói).

- Chất liệu bao bì: màng ghép đảm bảo an toàn thực phẩm theo quy định của Bộ Y Tế.

5. Tên và địa chỉ cơ sở sản xuất sản phẩm (trường hợp thuê cơ sở sản xuất):

HWC Roaters Food & Beverage Co.,Ltd

371, Gaogong Rd, South Dist, Taichung City.

III. Mẫu nhãn sản phẩm (theo bảng đính kèm)

IV. Yêu cầu về an toàn thực phẩm:

Tổ chức, cá nhân sản xuất, kinh doanh thực phẩm đạt yêu cầu về an toàn thực phẩm theo:

- Thông tư 24/2019/TT- BYT: Quy định về quản lý và sử dụng phụ gia thực phẩm.

- Nghị định 43/2017/NĐ-CP và nghị định 111/2021/NĐ-CP về nhãn hàng hóa.

- QCVN 8-1:2011/BYT: Quy chuẩn kỹ thuật quốc gia đối với giới hạn ô nhiễm độc tố vi nấm trong thực phẩm.

- QCVN 8-2:2011/BYT: Quy chuẩn kỹ thuật quốc gia đối với giới hạn ô nhiễm kim loại nặng trong thực phẩm.

- Quyết định 46/2007/QĐ-BYT: giới hạn tối đa ô nhiễm sinh học và hóa học trong thực phẩm.



- Tiêu chuẩn quốc gia TCVN 5251:2015 về Cà phê bột.

Chúng tôi xin cam kết thực hiện đầy đủ các quy định của pháp luật về an toàn thực phẩm và hoàn toàn chịu trách nhiệm về tính pháp lý của hồ sơ công bố và chất lượng, an toàn thực phẩm đối với sản phẩm đã công bố./.

Bình Dương, ngày 05 tháng 08 năm 2022

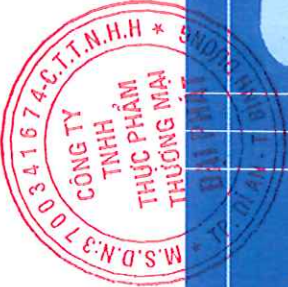
ĐẠI DIỆN TỔ CHỨC, CÁ NHÂN

Phó Tổng Giám đốc Nhà máy *g/STB*



Phạm Văn Dung





Tên sản phẩm: CÀ PHÊ MOCHA ĐẶC SẢN

Thành phần: 100% hạt cà phê Arabica rang xay
 Khối lượng tịnh: 10 g/túi
 Hướng dẫn bảo quản: Bảo quản nơi thoáng mát, tránh ánh nắng trực tiếp và nhiệt độ cao.
 Ngày sản xuất: Hạn sử dụng: Xem "MFG", "EXP" trên bao bì.

- Hàm lượng caffeine trong mỗi phần 121 mg (Thông tin cảnh báo: Lượng caffeine hấp thụ mỗi ngày 300 mg, phụ nữ mang thai và trẻ em thận trọng khi sử dụng.)
- **珈琲因每份含 121 毫克**
 (每日攝取量 300 毫克, 孕婦及孕婦請慎用)



1. Xé túi cà phê theo hướng mũi tên
 請沿袋上箭頭方向剪開
2. Kéo 2 quai hai bên túi lọc ra và treo lên miệng ly
 請將濾袋雙面的掛耳打開掛在杯緣上
3. Từ từ rót một ít nước nóng cho ngấm vỏ cà phê khoảng 15 giây, sau đó tiếp tục rót thêm 150cc nước nóng
 先注入少量熱水加濕咖啡粉, 再持續注入熱水至 150cc
4. Ngâm túi cà phê trong nước nóng thêm khoảng 10-30 giây nữa rồi lấy ra, bạn có thể điều chỉnh thời gian ngâm trong nước tùy vào sở thích uống đậm hay nhạt
 注入熱水後, 將咖啡包持續浸泡 10-30 秒後取出, 依個人喜好之濃度調整浸泡時間

Nơi sản xuất: Đại Loan
 Sản xuất tại: HWC Roasters Food & Beverage CO., LTD
 Địa chỉ Công ty: 371, Gaogong Rd., South Dist., Tainchung City.
 Điện thoại: 04-2262-4040
 Nhà nhập khẩu: CÔNG TY TNHH THỰC PHẨM THƯƠNG MẠI ĐẠI PHẬT
 Số 32, Đường số 6, KCN Sông Thần 2, Phường Di An, Thành phố Dĩ An
 Bình Dương, Việt Nam
 Tel: (0274) 3790 540 * Fax: (0274) 3790 542
 Email: daiphat@daiphatfood.com.vn
 Website: www.daiphatfood.com.vn

品名: 黑沃摩那式咖啡
 成分: 100%阿拉比卡豆新莊研磨
 產地: 沃萊比亞
 淨重: 10 ± 1g
 生產日期、批號: 標明於袋上
 保存方法: 請於陰涼乾燥處 密封保存
 製造商地址: 台中南區高工路371號
 電話: 04-2262-4040
 製造商: 赫華 HWC in Taiwan
 委託製造: 大漢食品股份有限公司
 ISO 22000/HACCP國際認證工廠
 ◎ 35年金牌巴拿馬咖啡師監製保證品質



101 ^{over}
 Specialty Mocha - 極品摩卡
 Khởi lượng tịnh: 10 g/túi
 Chung-Kai-Shuh Memorial Hall

Tên sản phẩm: CÀ PHÊ MOCHA ĐẶC SẢN
 Thành phần: 100% hạt cà phê Arabica rang xay
 Khối lượng tịnh: 10 g/ túi
 Hương đàn bảo quản: Bảo quản nơi thoáng mát, tránh ánh nắng trực tiếp và nhiệt độ cao.
 Ngày sản xuất: In trên gói sản phẩm
 Hạn sử dụng: 18 tháng



- 1 Xé túi cà phê theo hướng mũi tên
請將袋口上蓋沿箭頭方向撕開
- 2 Kéo 2 quai hai bên túi lọc ra và treo lên miệng ly
請將袋兩側的掛耳夾開掛在杯緣上
- 3 Từ từ rót một ít nước nóng cho ngấm vỏ cà phê khoảng 15 giây, sau đó tiếp tục rót thêm 150cc nước nóng
先注入少量熱水並靜候約 15 秒，再續注水約 150cc
- 4 Ngâm túi cà phê trong nước nóng thêm khoảng 10-30 giây nữa rồi lấy ra, bạn có thể điều chỉnh thời gian ngâm trong nước tùy vào sở thích uống đậm hay nhạt.
注：初次沖煮，請選擇自備咖啡機或一次沖兩杯，以個人喜好調整咖啡濃度即可。

- Hàm lượng caffeine trong mỗi phần 121 mg (Thông tin cảnh báo: Lượng caffeine hấp thụ mỗi ngày 300 mg, phụ nữ mang thai và trẻ em thận trọng khi sử dụng.)
- 咖啡因每份含 121 毫克 (每日攝取量 300 毫克，其重要孕婦慎購)

100% NITROGEN FILLING
 100% 氮氣填充
 800L

Nơi sản xuất: Đài Loan
 Sản xuất tại: HWC Roasters Food & Beverage CO., LTD
 Địa chỉ Công ty: 371, Geogong Rd., South Dist., Tainchung City.
 Điện thoại: 04-2262-4040
 Nhà nhập khẩu: CÔNG TY TNHH THỰC PHẨM THƯƠNG MẠI ĐẠI PHÁT
 Số 32, Đường số 6, KCN Sóng Thần 2, Phường Di An, Thành phố Dĩ An
 Bình Dương, Việt Nam
 Email: daiphathat@daiphathatfood.com.vn
 Website: www.daiphathatfood.com.vn

品名：摩其特特級特級咖啡
 成分：100%特級比卡豆咖啡莊
 產地：亞美尼亞
 淨重：10 ± 1g
 保存日期：請儘量於沖煮後儘快飲用
 製造商地址：台灣中部地區臺中市371區
 電話：04-2262-4040
 製造商：台灣 HWC 摩其特咖啡有限公司
 150 22060 HWC 摩其特咖啡有限公司
 * 本產品均已依中華民國衛生法及相關法規完成檢驗合格



Specialty Mocha - 極品厚卡
 10g/ túi
 Khối lượng tịnh: 10 g/ túi

101 Đường
 Chung King Street Memorial Hall



LỄ HỘP CÀ PHÊ HVC

CÀ PHÊ MOCHA ĐẶC SẢN

Thành phần: 100% hạt cà phê Arabica rang kỹ
CÀ PHÊ VÀNG MANDHELINO & BRAZIL

Thành phần: 100% hạt cà phê Arabica rang kỹ

CÀ PHÊ BLUE MOUNTAIN

Thành phần: 100% hạt cà phê Arabica rang kỹ

CÀ PHÊ ARABICA ĐẪN ĐỊA

Thành phần: 100% hạt cà phê Arabica rang kỹ

Khối lượng tịnh: 80 g/gói

CÀ PHÊ MOCHA ĐẶC SẢN: 10 gói * 210g

CÀ PHÊ VÀNG MANDHELINO & BRAZIL: 10 gói * 210g

CÀ PHÊ BLUE MOUNTAIN: 10 gói * 210g

CÀ PHÊ ARABICA ĐẪN ĐỊA: 10 gói * 210g

Hương dẫn bảo quản: Bảo quản nơi thoáng mát, tránh ánh nắng trực tiếp và nhiệt độ cao.

Ngày sản xuất: In trên gói sản phẩm

Hạn sử dụng: 18 tháng

● Hàm lượng caffeine trong mỗi gói:

CÀ PHÊ MOCHA ĐẶC SẢN: 121 mg/đ

CÀ PHÊ VÀNG MANDHELINO & BRAZIL: 125 mg/đ

CÀ PHÊ BLUE MOUNTAIN: 125 mg/đ

CÀ PHÊ ARABICA ĐẪN ĐỊA: 129 mg/đ

Thông tin cảnh báo: Lượng caffeine hợp thụ mỗi ngày 300 mg, phụ nữ mang thai và

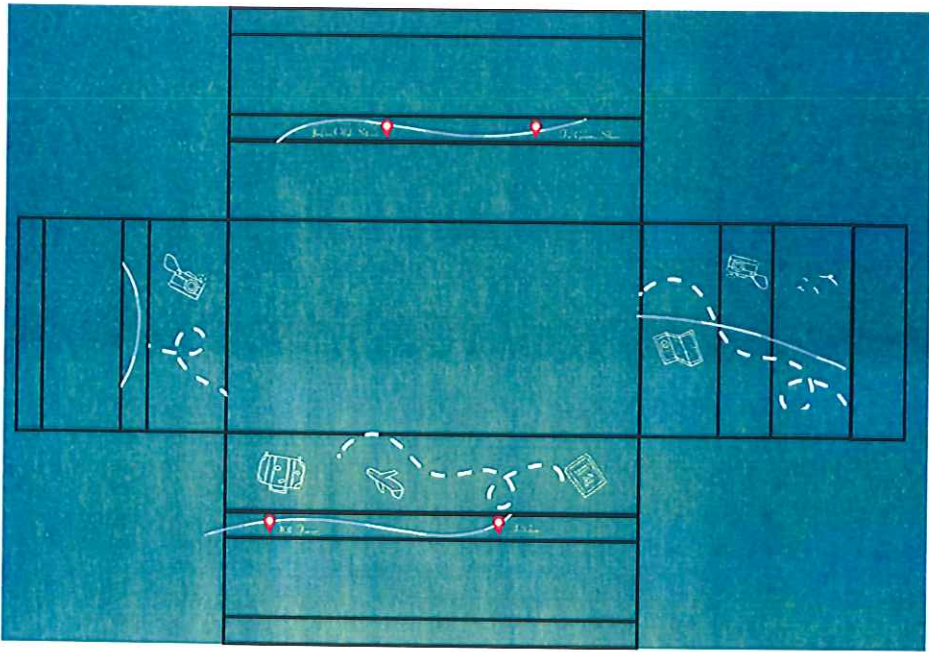
trẻ em thận trọng khi sử dụng.

Các bước pha cà phê

1. Xé túi cà phê theo hướng mũi tên
2. Kéo 2 quai hai bên túi lọc ra và treo lên miệng ly
3. Từ từ rót một ít nước nóng cho ngâm và cà phê khoảng 15 giây, sau đó tiếp tục rót thêm 150cc nước nóng
4. Ngâm túi cà phê trong nước nóng thêm khoảng 10-15 giây nữa rồi lấy ra, bạn có thể điều chỉnh thời gian ngâm trong nước nóng tùy vào sở thích uống đậm hay nhạt.

Nơi sản xuất: Đài Loan
 Sản xuất tại: HVC Roasters Food & Beverage CO., LTD
 Địa chỉ Công ty: 311, Gaoqiang Rd., South Dist., Taichung City, Taiwan.
 Điện thoại: 04-2242-0640
 Nhà nhập khẩu: CÔNG TY TNHH THỰC PHẨM THƯƠNG MẠI ĐẠI PHÁT
 Số 32, Đường số 8, KCN Sóng Thần 2, Phường Dĩ An, Thành phố Dĩ An, Bình Dương, Việt Nam
 Tel: (0274) 3790 540 * Fax: (0274) 3790 542
 Email: daiphai@daiphaifood.com.vn * Website: www.daiphaifood.com.vn

Tư vấn khách hàng
1900.555540





Test Report No.VNT/F22/0710274

Dated 30/07/2022

Phiếu kết quả thử nghiệm số VNT/F22/0710274

Ngày 30/07/2022

Add value.
Inspire trust.

Applicant
Tên khách hàng : DAI PHAT FOOD CO., LTD.
CÔNG TY TNHH THỰC PHẨM THƯƠNG MẠI ĐẠI PHÁT
No. 32 Street 6, Song Than II Industrial Park, Di An City, Binh Duong
Province, Vietnam.
Số 32, Đường Số 6, Khu Công Nghiệp Sóng Thần 2, Thành Phố Dĩ An, Tỉnh
Bình Dương, Việt Nam.

Attention
Người liên hệ : Ms. Suong

Date of receiving
Ngày nhận mẫu : 25/07/2022 (13:40)

State of sample as received
Mô tả tình trạng mẫu khi nhận : Sample intact in the plastic bag
Mẫu nguyên vẹn trong túi nhựa

Test Period
Thời gian thử nghiệm : 25/07/2022 – 30/07/2022

Sample Description
Mô tả mẫu : Cà phê mocha đặc sản (Specialty Mocha)
Ngày sản xuất 24/06/2022



Note: The submitted samples were not taken by laboratory/ Mẫu gửi không được lấy bởi Phòng thử nghiệm
The information was provided by client/ Thông tin được cung cấp bởi khách hàng.
Sample storage period 1 week after issuing the test report/ Thời gian lưu mẫu 1 tuần sau khi phát hành báo cáo thử nghiệm
This testing result is only valid on the tested sample/ Kết quả phân tích chỉ có giá trị trên mẫu thử.

Checked By

Hoang Thi Hai Yen
Assistant Lab Manager

Authorized By



Nguyen Thi Chan
FHB Manager

Note: The test report is electronically generated. Hence original signature is not required. For any technical query, please contact Ms. Chan at chan.nguyen@tuvsud.com and for any complaint please contact Ms. Thuy at ngoc-thuy.ngo@tuvsud.com.

Note: (1) General Terms & Conditions as mentioned overleaf, (2) The results relate only to the items tested, (3) the test report shall not be reproduced except in full without the written approval of the laboratory.

Laboratory:
TUV SUD Vietnam Co., Ltd.
Lot III-26, 19/5A Street, Industry Group III,
Tan Binh Industrial Park, Tay Thanh Ward,
Tan Phu District, Ho Chi Minh City, Vietnam.

Phone: 084-8-6267 8506
Fax: 084-8-6267 8511
E-Mail: chan.nguyen@tuvsud.com
Url: www.tuvsud.com

Regd. Office:
TUV SUD Vietnam Co., Ltd.
Lot III-26, 19/5A Street, Industry Group III,
Tan Binh Industrial Park, Tay Thanh Ward,
Tan Phu District, Ho Chi Minh City, Vietnam.

Test Report No.VNT/F22/0710274
Dated 30/07/2022
Phiếu kết quả thử nghiệm số VNT/F22/0710274
Ngày 30/07/2022
TEST RESULTS/ KẾT QUẢ THỬ NGHIỆM:

No. STT	Specification Chỉ tiêu	Unit Đơn vị	Method Phương pháp	Result Kết quả	Detection Limit Giới hạn phát hiện
1.	Moisture Độ ẩm	g/100g	TPV-LAB-FTP-241 (Drying oven method) (*)	1.51	-
2.	Caffeine	g/100g	TPV-LAB-FTP-234 (*)	1.03	-
3.	Hàm lượng chất tan trong nước	g/100g	TCVN 5610:2007	25.75	-
4.	Ash (HCl-insoluble) Tro không tan trong HCl	g/100g	TPV-LAB-FTP-220 (Ref. AOAC 920.46) (*)	Not detected Không phát hiện	0.1
5.	Arsenic (As) Asen	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
6.	Cadmium (Cd) Cadmi	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
7.	Lead (Pb) Chì	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
8.	Mercury (Hg) Thủy ngân	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
9.	Ochratoxin A	µg/Kg	TPV-LAB-FTP-249 (*)	Not detected Không phát hiện	2
10.	Total aerobic count Tổng số vi khuẩn hiếu khí	CFU/g	ISO 4833-1:2013 (*)	Not detected Không phát hiện	10
11.	Coliforms	CFU/g	ISO 4832:2006 (*)	Not detected Không phát hiện	10
12.	Escherichia coli	CFU/g	ISO 16649-2:2001 (*)	Not detected Không phát hiện	10
13.	Staphylococcus aureus	CFU/g	ISO 6888-1:1999 (Amendment 1:2003) (*)	Not detected Không phát hiện	10
14.	Bacillus cereus	CFU/g	ISO 7932:2004 (*)	Not detected Không phát hiện	10
15.	Clostridium perfringens	CFU/g	ISO 7937:2004 (*)	Not detected Không phát hiện	10
16.	Yeasts and Moulds Tổng số nấm men - nấm mốc	CFU/g	FDA BAM Online, April 2001, Chapter 18 (*)	Not detected Không phát hiện	10

Note/ Ghi chú:

(*) Method is accredited by VILAS (ISO/IEC 17025:2017)/ Phương pháp được VILAS công nhận (ISO/IEC 17025:2017).

 - END OF TEST REPORT -
 - Kết thúc phiếu kết quả thí nghiệm -

Test Report No.VNT/F22/0710274

Dated 30/07/2022

Phiếu kết quả thử nghiệm số VNT/F22/0710274

Ngày 30/07/2022

General Terms and Conditions of Business

of TÜV SÜD Vietnam Co., Ltd (hereinafter referred to as "TUV SUD")

1. **General**
 - 1.1 These General Terms and Conditions of Business are applicable to all Product Testing / Inspection / Certification Services and other services provided by TÜV SÜD ("the Services")
 - 1.2 The client shall accept TÜV SÜD's General Terms and Conditions of Business and the prices valid at the time of order placement. Deviating terms and conditions of business of individual clients cannot be recognized as a matter of principle
 - 1.3 Ancillary agreements, promises and other statements by TÜV SÜD employees or officially authorized experts called in by TÜV SÜD shall only be considered binding if expressly confirmed by TÜV SÜD and in writing. This shall also apply to any amendments to these terms and conditions
2. **Contractual Performance and Clients' Responsibilities**
 - 2.1 TÜV SÜD shall perform the Services in accordance to TÜV SÜD customary manner unless otherwise agreed in writing. Unless otherwise explicitly agreed in writing or regulated by the law and regulations, no responsibility shall be assumed for the correctness of the safety programs and safety regulation on which the tests and inspections have been based.
 - 2.2 TÜV SÜD shall be entitled to make use of sub-contractors in the implementation of the order only if this has been explicitly agreed upon in writing
 - 2.3 The scope of the Services to be performed by TÜV SÜD shall be defined in writing on placement of order. If any modification or extension of the scope proves necessary within the context of due performance of the contract, they shall be additionally agreed upon in advance and in writing
 - 2.4 The client shall supply the necessary accessories, information and / or documents, for the Services including any foreign test reports, company test reports, product specifications, catalogues and instruction manuals. Until all necessary accessories, information or documents are supplied, TÜV SÜD will not commence the Services
 - 2.5 TÜV SÜD, at its sole discretion, reserves the right not to undertake the Services and terminate the agreement for the same in the event the client fails to comply with the terms and conditions set out herein
3. **Deadlines, Delay or Failure of Performance**
 - 3.1 The deadlines for contractual performance quoted by TÜV SÜD shall be binding only if this has been explicitly agreed upon in writing or regulated by the law and regulations.
 - 3.2 TÜV SÜD shall not be liable for any delay or failure in respect of its contractual performance arising from any cause outside its control unless regulated by the law and regulations.
 - 3.3 In the event that TÜV SÜD's contractual performance is delayed due to any cause outside its control TÜV SÜD shall have the option at its sole discretion to either (i) extend the period for performance in accordance to the period of delay or (ii) terminate the agreement for the Services.
4. **Warranty**
 - 4.1 Warranty by TÜV SÜD only covers contractual services with which it has been explicitly commissioned as per Section 2.1. Warranty regarding the proper condition and overall functioning of the plants to which the inspected or tested parts belong shall therefore be excluded. In particular, TÜV SÜD shall not assume any responsibility for the design, materials and construction of the examined plants unless these issues have been explicitly included in the contract. Even if the latter is the case, the warranty and the legal responsibility of the manufacturer shall be neither restricted nor assumed TÜV SÜD or regulated by the law and regulations
 - 4.2 Any warranty given by TÜV SÜD shall initially be restricted to supplementary performance to be completed within a reasonable time limit informed in writing to and agreed by the customer or regulated by the law and regulations. Should such supplementary performance fail, i.e. be impossible or unacceptable for the customer or be unjustifiably refused or delayed by TÜV SÜD, the customer shall be entitled, at its discretion, either to a reduction of the price or rescission of the contract
 - 4.3 TÜV SÜD warrants that it will exercise reasonable care and diligence in performing the service herein. Save as provided herein, all other warranties by TÜV SÜD, whether expressed or implied, are hereby expressly excluded.
 - 4.4 The client warrants that all information and/or documents supplied to TÜV SÜD are accurate and correct in all aspects and shall indemnify TÜV SÜD as the recent law and regulations for all loss and damages arising from the Services herein caused by incorrect information and/or documents supplied by the client.
5. **Liability**
 - 5.1 Unless regulated by the law and regulations, TÜV SÜD shall only be liable for damages – regardless of their legal basis – if TÜV SÜD has caused any damage as a result of an intentional or grossly negligent act or if TÜV SÜD has negligently breached a substantial contractual obligation ("material obligation"). In the event that TÜV SÜD is in breach of any substantial contractual obligations, TÜV SÜD shall only be liable for the damage related to and typically foreseeable under the particular contract at the time of entering into the contract.
 - 5.2 Whilst all reasonable care will be taken where the product / equipment is in TÜV SÜD's custody, unless otherwise stipulated in the contract / agreement or regulated by the law and regulations, TÜV SÜD shall not under any circumstances be responsible for any loss or damage to the product / equipment during transit or while in the custody of TÜV SÜD, unless by fraud or negligence of TÜV SÜD. The client shall arrange for all necessary insurance against accidental loss or damage to the product / equipment, either in transit or at TÜV SÜD premises.
 - 5.3 Unless there is a written request made for the return of the product / equipment at the time when they are delivered to TÜV SÜD for testing or the agreement for testing expressly provides for the return of the product / equipment, all product / equipment provided to TÜV SÜD for testing will be disposed after 1 month from the date of testing and the client agrees this principal.
 - 5.4 Unless regulated by the law and regulations, TÜV SÜD shall not be liable for any damages caused as a result of a negligent breach of a non-substantial contractual obligation.
 - 5.5 Unless regulated by the law and regulations, "Substantial contractual obligations" are those obligations that protect the customer's legal interests deemed to be substantial to the contract, which the contract, based on its content and purpose, must specifically grant to the customer; further, such contractual obligations are substantial which are deemed to be prerequisites for proper performance of a contract and upon the observance of which the customer has generally relied and may rely.
 - 5.6 Unless regulated by the law and regulations, TÜV SÜD shall not be liable for any incidental, indirect, special or consequential loss or damage whatsoever, including, but not limited to, loss of revenue, profits, contracts, business or anticipated savings, or loss of goodwill or reputation, whether foreseeable or not and whether arising from any act or omission on the part of TÜV SÜD in the provision of the Services.
 - 5.7 Any person making claims under this contract may inform TÜV SÜD about any potential damage for which TÜV SÜD could be liable
 - 5.8 If claims for damages against TÜV SÜD are excluded or limited, this shall extend to any personal liability of any statutory organs, experts, miscellaneous employees, vicarious agents or any other auxiliary personnel of TÜV SÜD for the said / same claims on the same legal relation.
 - 5.9 TÜV SÜD total liability to the client under or in connection with the agreement for Services and/or in tort (including negligence) in any event (other than death or personal injury resulting from TÜV SÜD's negligence) shall not exceed the amount of fees paid by the client to TÜV SÜD in respect of the Services.
6. **Terms of Payment, Prices**
 - 6.1 Unless a fixed price or other calculation basis has been explicitly agreed upon, services shall be billed in accordance with the prices of TÜV SÜD valid at the time of contract conclusion. In the absence of a valid schedule of prices, contractual provisions must be agreed on a case-by-case basis.
If there is a period of more than 4 months between placement of the order and completion of the order by TÜV SÜD and there has been a price increase in the meantime, then the modified price shall be used as the basis of calculation as of the 5th month.
 - 6.2 Reasonable advance payments may be requested and/or partial invoices covering services already rendered may be made out. Partial invoices need not be designated as such. The receipt of an invoice does not mean that the order has been billed completely by TÜV SÜD.
 - 6.3 Companies who are not given any credit terms by TÜV SÜD have to pay in advance. For companies who are given credit terms by TÜV SÜD, an invoice will be issued when a job is completed and the fees shall be remitted to TÜV SÜD within thirty days of presentation of the invoice.
 - 6.4 The client agrees to indemnify and pay TÜV SÜD for all taxes (Value Added Tax - VAT), levies and duties including, but not limited to, goods and services tax or withholding tax which TÜV SÜD may be liable to pay as a result of providing the services to the client herein.
 - 6.5 Any objections to invoices must be made in writing to TÜV SÜD within a 14-day preclusion period after receipt of invoice, with reasons stated.
 - 6.6 When a client decides to cancel the order for the Services (other than audits), he may do so by giving a notice in writing to TÜV SÜD. In case TÜV SÜD receives the cancellation request within three working days after confirmation of the order, the client will be charged for all Services performed prior to such cancellation and in vice versa, the client agrees to pay the full fee for the Services as the contract.
 - 6.7 For audits, any request for cancellation or postponement of the audit must be given within six weeks in advance of the scheduled audit date, the client will be charged for all Services performed prior to such cancellation or postponement and in vice versa, the client agrees to pay the full fee for the audit as the contract.
7. **Force Majeure**

Without prejudice to Clause 3, in the event that either party is unable to perform its obligations to the other party in whole or in part or not in a timely manner due to an unusual and unforeseeable event beyond the control of that party (force majeure event), the affected obligations of the party relying on the force majeure event shall be suspended for as long as the force majeure event and its consequences persist, any obligations of the other party to provide consideration during this time shall lapse. Claims of the other party, in particular claims for damages, shall not arise in this respect. The party invoking force majeure shall, however, be obliged to inform the other party without delay in text form of the event, the suspended performance obligations and the expected duration of the suspension of the performance obligations. The same shall apply if, by observing a reasonable duty of care, the party invoking force majeure recognizes, whilst the performance obligations are suspended, that the notified probable duration of the suspension will change significantly. If the force majeure event lasts longer than six months from the first information to the other party, both parties shall be entitled to withdraw from the contract. The right of withdrawal shall be replaced by a right of termination for continued obligations. The suspension of a payment obligation - except in scenarios prescribed by law or if such payment obligation represents a consideration within the meaning of sentence 1 of Clause 7 - cannot be based on force majeure
8. **Secrecy, Copyright, Data Protection**
 - 8.1 TÜV SÜD shall have the right to copy and file any written documents submitted for perusal which are important for performance of the order.
 - 8.2 In as far as expert opinions, audit reports and the like that are protected by copyright are prepared within the scope of contractual performance, TÜV SÜD shall grant the customer a simple, non-transferable right of use, if this is required by the underlying purpose of the contract. This grant of copyright explicitly shall not include the transfer of any other rights, the customer shall, in particular, not be entitled to change (process) or use expert opinions, audit reports, test results, calculations and the like outside its business
 - 8.3 TÜV SÜD, its employees, and the expert engineers called in by TÜV SÜD shall not, without authorization, disclose or use any confidential information belonging to the client which they become cognizant during their activities provided that this clause shall not apply to information that is already known to TÜV SÜD prior to such disclosure, or passes into the public domain otherwise than as a result of a breach of this confidentiality obligation on the part of TÜV SÜD, or was received from a third party who is not under any confidentiality obligations or who did not acquire the information in confidence; or was independently conceived or developed by TÜV SÜD without reference to the disclosed confidential information.
 - 8.4 By engaging TÜV SÜD for the Services, the client permits TÜV SÜD to use and/or process data, including personal data, for the proper performance of the Services and for other permissible purposes. TÜV SÜD agrees to comply with applicable personal data protection laws
9. **Lien**

In addition to any right of lien to which TÜV SÜD may be entitled by law, TÜV SÜD shall be entitled to a general lien on all product / equipment submitted for the Services as the agreement, contract with the client.
10. **Indemnity**

The client shall indemnify TÜV SÜD fully in accordance with the law and regulations against all loss or damages suffered and cost and expenses incurred by TÜV SÜD and all claims by any third parties as a result of provision of the Services (including but not limited to the improper use of the test reports, supply of inaccurate information and/or documents to TÜV SÜD or any claim by third party for infringement or intellectual property rights and/or for discovery of information and/or for delivery of documents or products / equipment) unless the same is caused by the act or neglect of TÜV SÜD.
11. **Court Appearance**

In the event any of the employees of TÜV SÜD is requested by the client or summoned by the court upon application by the client or any other parties for his attendance in court as an expert witness on the subject of the Services provided, the Client agrees and shall pay TÜV SÜD for such attendance in court based on TÜV SÜD's prevailing rates, agreed by the written confirmation of the client, for court attendance. TÜV SÜD may at its sole discretion revise its rates for court attendance from time to time.
12. **Governing Law**
 - 12.1 The agreement for the Services shall be governed by and construed in accordance with the laws of Vietnam.
 - 12.2 TÜV SÜD and the client agree to submit to the jurisdiction of the Vietnam Courts
13. **Validity of Agreement**
 - 13.1 If any terms and conditions of this document are invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the terms and conditions.

effective: 15 May 2021 (TÜV SÜD Vietnam Co., Ltd)
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