

CÔNG TY TNHH THỰC PHẨM THƯƠNG MẠI ĐẠI PHÁT

BẢN TỰ CÔNG BỐ SẢN PHẨM

03/Đại Phát/2023

BÁNH TRÔI NƯỚC MÈ ĐEN

THÁNG 01 NĂM 2023

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

BẢN TỰ CÔNG BỐ SẢN PHẨM

Số: 03/Đại Phát/2023

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 số 6, KCN Sóng Thần 2, P. 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 Bình Dương.

II. Thông tin về sản phẩm:

1. Tên sản phẩm: **BÁNH TRÔI NƯỚC MÈ ĐEN**
2. Thành phần: Bột nếp, Nước, Nước đường cô đặc (Đường tinh luyện, Nước, Gừng, Chất điều chỉnh độ acid "330"), Mè đen (9,2 %), Đường tinh luyện, Bơ lạt, Dầu nành, Tinh bột sắn, Chất ổn định (461, 471).
3. Thời hạn sử dụng sản phẩm: 12 tháng kể từ ngày sản xuất. Ngày sản xuất, hạn sử dụng in trên gói sản phẩm.
4. Quy cách đóng gói và chất liệu bao bì:
Khay PET, Túi nhựa PE: đảm bảo an toàn thực phẩm theo quy định của Bộ Y Tế.
Quy cách đóng gói: 240 g gồm: Bánh trôi nước: 200 g (20 g * 10 viên/ gói)
Nước đường cô đặc: 40 g/túi.
5. Tên và địa chỉ cơ sở sản xuất sản phẩm (trường hợp thuê cơ sở sản xuất):.....

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: giới hạn an toàn cho phép đối với độc tố vi nấm ô nhiễm 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: Quy định giới hạn tối đa ô nhiễm sinh học và hóa học trong thực phẩm.
 - Tiêu chuẩn nhà sản xuất số 03/DP/2023.

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 13 tháng 01 năm 2023

ĐẠI DIỆN TỔ CHỨC, CÁ NHÂN

(Ký tên, đóng dấu)

Phạm Văn Dung



Tên sản phẩm: BÁNH TRÔI NƯỚC MÈ ĐEN

Thành phần: Bột nếp, Nước, Nước đường cô đặc (Đường tinh luyện, Nước, Gừng, Chất điều chỉnh độ acid "330"), Mè đen (9,2%), Đường tinh luyện, Bơ lạt, Dầu nành, Tinh bột sắn, Chất ổn định (471, 461).

Hướng dẫn sử dụng:

- Không cần rửa đông bánh. Nấu nước sôi lớn, cho bánh vào nấu đến khi bánh nổi lên trên mặt nước, nấu tiếp 2 - 3 phút đến khi bánh chín hoàn toàn. Vớt bánh cho vào tô nước lạnh.

- Nước đường cô đặc: Không cần rửa đông, cắt miếng túi, cho hết nước đường cô đặc cùng với 3/4 chén nước (khoảng 120 ml nước) hoặc thêm nhiều hơn tùy thích vào nồi. Sau đó nấu sôi hỗn hợp nước đường, tắt bếp, cho bánh đã nấu chín vào và sử dụng.

Khối lượng tịnh: 240 g/túi, gồm:

Bánh trôi nước: 20 g * 10 viên.

Nước đường cô đặc: 40 g/túi * 1 túi.

Hướng dẫn bảo quản: Bảo quản đông nhiệt độ -18°C hoặc ngăn đá tủ lạnh.

Thông tin, cảnh báo: Lưu ý khi sử dụng nếu mất cảm với 1 trong các thành phần trên.

Ngày sản xuất: Xem trên bao bì.

Hạn sử dụng: 12 tháng kể từ ngày sản xuất.

Sản xuất tại: Việt Nam

Sản phẩm của:

CÔNG TY TNHH THỰC PHẨM THƯƠNG MẠI ĐẠI PHÁT

Số 32 đường số 6, KCN Sóng Thần 2, Phường Dĩ An, Thành phố Dĩ An, Bình Dương, Việt Nam.

Tel: 0274.3790540-3790541 - Fax: 0274.3790542



品名: 芝麻湯圓

成份: 糯米粉, 水, 濃縮糖水 (精製糖, 水, 薑, 酸度調節劑 "330"), 黑芝麻 (9,2%), 精緻糖, 無鹽奶油, 大豆油, 木薯澱粉, 穩定劑 (471, 461).

使用方法:

- 湯圓不需解凍, 水煮沸後放入湯圓煮至浮起, 繼續煮 2-3分鐘直至湯圓完全熟透, 再撈起來放入涼水.

濃縮糖水: 不需解凍, 剪開糖水包, 把全部糖水和 3/4 碗白水 (120ml) 或根據自己喜歡的甜度適量放入鍋中, 煮沸後關火, 放入已煮好的湯圓即可食用.

淨重: 240克/包, 含:

(湯圓: 20克*10個, 濃縮糖水: 40克/包*1包).

保存方法: -18°C 或是冰箱結冰層.

溫馨提示: 對以上成分敏感者, 不適於食用.

生產日期: 表示於封口處.

食用期限: 12個月.



原產: 越南

產地: 大發食品股份有限公司

平陽省, 易安市, 易安防, 神浪工業區 2, 第 6 號路, 32 號.

Tel: 0274.3790540-3790541 - Fax: 0274.3790542



Vietnam

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Test Report No.VNT/F22/1015244P1

Dated 25/10/2022

Phiếu kết quả thử nghiệm số VNT/F22/1015244P1

Ngày 25/10/2022

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 : 19/10/2022 (15:30)

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

Test Period
Thời gian thử nghiệm : 19/10/2022 – 25/10/2022

Sample Description
Mô tả mẫu : Bánh trôi nước mè đen
NSX: 18/10/2022



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



Nguyễn Thị 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.

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Vietnam

Test Report No.VNT/F22/1015244P1

Dated 25/10/2022

Phiếu kết quả thử nghiệm số VNT/F22/1015244P1

Ngày 25/10/2022

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) (*) | 45.04 | - |
| 2. | Cadmium (Cd) Cadmi | mg/Kg | TPV-LAB-FTP-256 (ICP/MS) (*) | Not detected Không phát hiện | 0.05 |
| 3. | Lead (Pb) Chì | mg/Kg | TPV-LAB-FTP-256 (ICP/MS) (*) | Not detected Không phát hiện | 0.05 |
| 4. | Aflatoxin total (B1, B2, G1, G2) | µg/Kg | TPV-LAB-FTP-248 (*) | Not detected Không phát hiện | B1: 1.0 B2: 1.0 G1: 1.0 G2: 1.0 |
| 5. | Ochratoxin A | µg/Kg | TPV-LAB-FTP-249 (*) | Not detected Không phát hiện | 2 |
| 6. | Deoxynivalenol | µg/Kg | TPV-LAB-FTP-267 (Ref. BS EN 16877:2016) (*) | Not detected Không phát hiện | 50 |
| 7. | Zearalenone | µg/Kg | TPV-LAB-FTP-250 (LC/MS/MS) (*) | Not detected Không phát hiện | 5.0 |
| 8. | Total aerobic count Tổng số vi sinh vật hiếu khí | CFU/g | ISO 4833-1:2013/ Amd 1:2022 (*) | 1.4x10 ² | 10 |
| 9. | Coliforms | CFU/g | ISO 4832:2006 (*) | Not detected Không phát hiện | 10 |
| 10. | Escherichia coli | CFU/g | ISO 16649-2:2001 (*) | Not detected Không phát hiện | 10 |
| 11. | Staphylococcus aureus | CFU/g | ISO 6888-1:2021 (*) | Not detected Không phát hiện | 10 |
| 12. | Clostridium perfringens | CFU/g | ISO 7937:2004 (*) | Not detected Không phát hiện | 10 |
| 13. | 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 -



Vietnam

Test Report No.VNT/F22/1015244P1

Dated 25/10/2022

Phiếu kết quả thử nghiệm số VNT/F22/1015244P1

Ngày 25/10/2022

General Terms and Conditions of Business

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

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 prove 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 principle.

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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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 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.



Vietnam

Add value.
Inspire trust.**Test Report No.VNT/F22/1015720****Dated 02/11/2022****Phiếu kết quả thử nghiệm số VNT/F22/1015720****Ngày 02/11/2022**

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 : 26/10/2022 (17:00)

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

Test Period
Thời gian thử nghiệm : 26/10/2022 – 02/11/2022

Sample Description
Mô tả mẫu : Bánh trôi nước mè đen - NSX: 26/10/2022

**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. | <i>Bacillus cereus</i> | CFU/g | AOAC 980.31 | Not detected Không phát hiện | 10 |

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.





Vietnam

Test Report No.VNT/F22/1015720

Dated 02/11/2022

Phiếu kết quả thử nghiệm số VNT/F22/1015720

Ngày 02/11/2022

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 con-firmed 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 prove 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 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 principle.
 - 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 persists; 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.
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effective: 15 May 2021 (TÜV SÜD Vietnam Co., Ltd)
Version 9