CÔNG TY TNHH THỰC PHẨM THƯ ƠNG MẠI ĐẠI PHÁT

## BẢN TỰ CÔNG BỐ SẢN PHẨM

04/Đại Phát/2023

## BÁNH TRÔI NƯỚC ĐẬU XANH

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

## BẢN TỰ CÔNG BỐ SẢN PHẨM

Số: 04/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, Phường Dĩ An, Thành phố Dĩ An, Bình Dương. Diện thoại: 0274 3790540 Fax: 0274 3790542 E-mail: hlinh@daiphatfood.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 chặn nuôi, thú y và thủy sản Bình Dương.

II. Thông tin về sản phẩm:

1. Tên sản phẩm: BÁNH TRÔI NƯỚC ĐẬU XANH

- 2. Thành phần: Bột nếp, Nước, Nước đường cô đặc (Đường tinh luyện, Nước, Gừng, Chất điều chỉnh độ acid "330"), Đậu xanh (9 %), Mạch nha, Nước cốt lá dứa, Đường tinh luyện, Tinh bột sắn, Bơ lạt, Dầu nành, Nước cốt dừa, Chất ổn định (461, 471), Muối I-ốt, Phẩm màu tự nhiên (141ii).
- 3. Thời hạn sử dụng: 12 tháng kể từ ngày sản xuất. Ngày sản xuất: in trên bao bì.
- 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: giới hạn tối đa ô nhiễm sinh học và hóa học trong thực phẩm.

- Tiêu chuẩn nhà sản xuất số 04/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 3 tháng 0 năm 2023 PANDIEN TO CHÚC, CÁ NHÂN công Ký tến, đóng dấu) Wăn Dung

SNG MAI CÔNG TY THELL M.a.s.M

Pred sán phâm: BÁNH TRÔI NƯỚC ĐÂU XANH

điều chính độ acid "330"), Đậu xanh (9%), Mạch nha, Nước cốt lá dứa, Đường tính luyện, Tính bột sắn, Bơ lạt, Dầu nành, Nước Cót Dùa, Chất ổn định (471, 461), Muối I- ôt, Phâm màu Thành phân: Bột nêp, Nước, Nước đường cô đặc (Đường tính luyên, Nước, Gừng, Chất tự nhiên (141ii)

## Hướng dẫn sử dụng:

- Không cận rã đông bánh. Nấu nước sôi lớn, cho bánh vào nấu đến khi bánh nội lên trên mặt nước, nấu tiếp 2 - 3 phút đến khi bánh chín hoàn toàn. Vớt bánh cho vào tô nước lanh.
- Nước đường cô đặc: Không cần rã đông, cắt miệng túi, cho hết nước đường cô đặc cùng với
   3/4 chén nước (khoảng 120 ml nước) hoặc thêm nhiều hơn tuỳ thích vào nồi. Sau đó nâu sôi bỗn hợp nước đường, tắt bệp, cho bánh đã nấu chín vào và sử dụng.

Khối lượng tịnh: 240 g/túi, gồm:

Bánh trôi nước: 20 g \* 10 viên.

Hướng dẫn bảo quản: Bảo quản đông nhiệt độ -18°C hoặc ngăn đá từ lanh Nước đường cô đặc: 40 g/túi \* 1 túi.

Thông tin cảnh báo: Lưu ý khi sử dụng nếu mẫn 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.



San xuất tại: Việt Nam Sản phẩm của:

Số 32 đường số 6, KCN Sóng Thần 2, Phường Dĩ An, Thành phố Dĩ An, CÔNG TY TNHH THỰC PHẨM THƯƠNG MAI ĐAI PHÁT Bình Dương, Việt Nam.

Tel: 0274.3790540-3790541 - Fax: 0274.3790542

# 品 終豆湯圓

成分:糯米粉,水,濃缩糖水(精製糖,水,醬,酸废调节剂"330"),綠豆(9%),麥芽糖,斑爛汁,精製糖,木遊澱粉,無鹽奶油,大豆油,椰奶,穩定劑 (411,461),碘鹽,食用色素 (141ii).

食用方式:

-湯圓不需解凍、水煮滾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.

**淡缩糖水:**不需解珠,剪開糖水包,把全部糖水和3/4碗白水 (120m]]或根據自己喜歡的甜度適量放入鍋中.--煮沸後闌火,放入已煮好的湯圆即可食用.

泽重: 240克/包含:

(湯圓: 20克\*10個, 濃縮糖水: 40克/包\*1包) 温警提示: 對以上成分敏感者,不適於食用. 保存方式:-180C或是冰箱結冰層

生產日期:標示於對口處.



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







Add value. Inspire trust.

## Test Report No.VNT/F22/1015246 Dated 25/10/2022 Phiếu kết quả thử nghiệm số VNT/F22/1015246 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

Date of receiving

Ngày nhận mẫu State of sample as received

Mô tả tình trạng mẫu khi nhận

Test Period Thời gian thử nghiệm

Sample Description

Mô tả mẫu

: Ms. Suong

: 19/10/2022 (15:30)

: Sample intact in plastic bag Mẫu nguyên vẹn trong túi nhựa

: 19/10/2022 - 25/10/2022

: Bánh trôi nước đậu xanh

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 clien!/ 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 Nguyen Thi Chan FHB Manager

Authorized By

CONG TY

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

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: TÜV SÜD 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: TÜV SÜD 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/F22/1015246 Dated 25/10/2022 Phiếu kết quả thử nghiệm số VNT/F22/1015246 Ngày 25/10/2022

TEST RESULTS/ KÉT 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 Đô ẩm	g/100g	TPV-LAB-FTP-241 (Drying Oven method) (*)	49.28	-
2.	Identification of color (**) Dinh danh màu	-	TCVN 5517:1991	Without synthetic colour Không có màu tổng hợp	-
3.	Cadmium (Cd) Cadmi	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
4.	Lead (Pb) Chì	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
5.	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
6.	Ochratoxin A	μg/Kg	TPV-LAB-FTP-249 (*)	Not detected Không phát hiện	2
7.	Deoxynivalenol	μg/Kg	TPV-LAB-FTP-267 (Ref. BS EN 16877:2016) (*)	Not detected Không phát hiện	50
8.	Zearalenone	μg/Kg	TPV-LAB-FTP-250 (LC/MS/MS) (*)	Not detected Không phát hiện	5.0
9.	Total aerobic count Tổng số vi sinh vật hiếu khí	CFU/g	ISO 4833-1:2013/ Amd 1:2022 (*)	6.4x10 <sup>2</sup>	10
10.	Coliforms	CFU/g	ISO 4832:2006 (*)	Not detected Không phát hiện	10
11.	Escherichia coli	CFU/g	ISO 16649-2:2001 (*)	Not detected Không phát hiện	10
12.	Staphylococcus aureus	CFU/g	ISO 6888-1:2021 (*)	Not detected Không phát hiện	10
13.	Bacillus cereus	CFU/g	ISO 7932:2004 (*)	Not detected Không phát hiện	10
14.	Clostridium perfringens	CFU/g	ISO 7937:2004 (*)	Not detected Không phát hiện	10
15.	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). (\*\*) Màu được khảo sát trên các chuẩn màu sau/ The color is determined based on standard colors: Amaranth, Ponceau 4R, Erythrosine, Tartrazine, Brilliant black, Indigo carmine, Sunset yellow, Allura red, Brilliant blue, Fast green.

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



### Test Report No.VNT/F22/1015246 Dated 25/10/2022 Phiếu kết quả thử nghiệm số VNT/F22/1015246 Naàv 25/10/2022



### **General Terms and Conditions of Business**

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

- These General Terms and Conditions of Business are applicable to all Product Testing / Inspection /
- Certification Services and other services provided by TÜV SÜÜ (the Services).

  The client shall accept TÜV SÜÜ'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
- 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.

  Contractual Performance and Clients' Responsibilities

  TÜV SÜD shall perform the Services in accordance to TÜV SÜD customary manner un'ess 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 ts and inspections have been based.
- TÛV SÛD 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.

  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 context, they shall be additionally agreed upon in advance and in writing.
- The client shall supply the necessary accessories, information and I 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
- TUV SUD, at its sole discretion, reserves the right not to undertake the Services and terminale the agreement for the same in the event the client fails to comply with the terms and conditions set out herein.

- for the same in the event the client tark to comply with the terms and conditions set out neven.

  Deadlines, Delay or Failure of Performance
  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.
  TÜV SÜD shall not be liable for any delay or failure in respect of its contractual performance arising from any
  cause outside its controt unless regulated by the law and regulations.

  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.
- 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, TUV SUD shall not assume any responsibility for the design, materials and construction of the examined plants unless these issues have been
- responsionly for the easing, majoritis and obtained to the earth may be an united the season where 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. 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 fall, 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 conduction of the order or responsible for the customer.
- reduction of the price or rescission of the contract.

  TÜV SÜD warrants that it will exercise reasonable care and difigence in performing the service herein. Save as provided herein, all other warranties by TÜV SÜD, whether expressed or implied, are hereby expressly
- 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.
- Liability
- Liability
  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
- Whilst all reasonable care will be taken where the product / equipment is in TÜV SÜD's custody, unless otherwise stipulted 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 cessary insurance against accidental loss or damage to the product / equipment, either in transit or at TÜV
- Unless there is a written request made for the return of the product / equipment at the time when they are
- Unless there is a written request made for the return of the product / equipment at the time when they are detivered to TUV SDD for testing or the agreement for testing expressly provides for the return of the product / equipment, all product / equipment provided to TUV SDD for testing will be disposed after 1 month from the date of testing and the client agrees this principal. Unless regulated by the law and regulations, TUV SDD shall not be liable for any damages caused as a result of a neighent breach of a non-substantial contractual obligation. 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, batch the contract, batch is 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. Unless regulated by the law and regulations, TUV SDD shall not be lable for any incidental, indirect, special or consequential loss or damage whatsoever, including, but not limited to, loss of revenue, profits, contracts, business or anticipated average, or loss of goodwid or regulation, whether foreseeable or not and whether arising from any act or omission on the part of TUV SDD in the provision of the Services.
- arising from any act or omission on the part of TÜV SÜD in the provision of the Services.

  Any person making claims under this contract may inform TÜV SÜD about any potential damage for which TÜV SÜD could be liable.
- I to sull could be liable.

  If claims for damages against TÜV SÜD are excluded or fimited, this shall extend to any personal fiability 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.

  TÜV SÜD total Fiability 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 is negligence) shall not exceed the amount of fees paid by the client to TÜV SÜD in respect of the Services.

- Terms of Payment, Prices
  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.
- 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
- that the order has been offed compensy by 1 DV SUD.

  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.
- 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.

  Any objections to invoices must be made in which g to TÜV SÜD within a 14-day preclusion period after receipt distinction with the consentation.
- of invoice, with reasons stated.

  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. 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 ofent agrees to pay the full fee for the and t as the contract

### Force Maleure

Without prejudice to Clause 3, in the event that either party is unable to perform its obligations to the street party in whole or in part or not in a timely manner due to an unusual and unforeseeable event beyon, the control of that party (force majeure event), the affected obligations of the party relying on the force majeure. 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 apse. Claims of the other party to provide consideration during this time shall apse. Claims of the other party in the state of the event, the suspended party involving force majeure shall poster, be obliged to inform the other party without delay in text form of the event, the suspended party apply if, by observing a reasonable duration of the suspension of the performance obligations. The same state performance obligations are suspended, that the northed probable duration of the suspension will change significantly. If the force majeure event lasts benotified probable duration of the suspension will change significantly. If the force majeure event lasts benotified probable from the first information to the other party, both parties shall be entitled to withdraw from the contract. The right of withdraw 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.

Secrecy, Copyright, Data Protection

- TOV SUD shall have the right to copy and file any written documents submitted for perusal which are important for performance of the order. In as far as expert coincins, 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,
- 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 explicity 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.
  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 ortherwise than as a result of a treach of this confidentially 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.

  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.
- agrees to comply with applicable personal data protection laws.
- - In addition to any right of lien to which TÜV SÜD may be entited 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. 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 or provision of the services (moduling but his history but history but his property of 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.

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 Cient agrees and shall pay TÜV SÜD for such attendance in court based on TÜV SÜD's prevailing rates, agreed by the writen confirmation of the client, for court attendance. TÜV SÜD may at its sole discretion revise its rates for court attendance from time to time.

- 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.

### Validity of Agreement

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.