

SOCIALIST REPUBLIC OF VIETNAM

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CONSTRUCTION CONTRACT

No. /2026/HĐTC/VG/XCH-VIWASEEN

**PACKAGE : CONSTRUCTION OF MINERAL WATER TREATMENT
SYSTEM WITH CAPACITY OF 300 M³/DAY**

**PROJECT : ECOLOGICAL GARDEN VILLA URBAN AREA IN VAN GIANG
COMMUNE, HUNG YEN PROVINCE**

LOCATION : VAN GIANG COMMUNE, HUNG YEN PROVINCE

Between

XUAN CAU HOLDINGS JOINT STOCK COMPANY

And

VIETNAM WATER AND ENVIRONMENT INVESTMENT CORPORATION – JSC

2026

1/40

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PART I: LEGAL BASES FOR ENTERING INTO THE CONTRACT

- Civil Code No. 91/2015/QH13 dated 24 November 2015;
- Construction Law No. 135/2025/QH15 dated 10 December 2025;
- Government Decree No. 210/2026/ND-CP dated 15 June 2026 detailing regulations on construction contracts;
- Government Decree No. 217/2026/ND-CP dated 19 June 2026 detailing certain provisions of the Construction Law on the management of construction activities;
- Government Decree No. 206/2026/ND-CP dated 15 June 2026 on the management of construction investment costs;
- Ministry of Construction Circular No. 11/2021/TT-BXD dated 31 August 2021 guiding the determination of project management costs and construction investment consultancy costs, as amended and supplemented by Circular No. 60/2025/TT-BXD (effective from 30 December 2025);
- Government Decree No. 207/2026/ND-CP dated 15 June 2026 detailing certain contents on quality management, construction execution and maintenance of construction works;
- Ministry of Construction Circular No. 02/2023/TT-BXD dated 03 March 2023 providing guidance on certain contents of construction contracts;
- The construction drawing design documents approved by the Employer;
- Other relevant documents and materials;
- The needs and capabilities of the Parties.

PART II: TRANSACTION INFORMATION OF THE EMPLOYER AND CONTRACTOR

Today, on day of 2026, at the head office of Xuan Cau Holdings Joint Stock Company, we, the undersigned, include:

1. EMPLOYER (hereinafter referred to as the “Employer” or “Party A”)

Transaction name: : **XUAN CAU HOLDINGS JOINT STOCK COMPANY**

Represented by: : **Mr. Nguyen Hong Phuong**

Position: : **Deputy General Director**
(Giấy ủy quyền số 76/GUQ-XCH ngày 01/04/2026)

Địa chỉ : No. 444 Bach Dang Street, Hong Ha Ward, Hanoi City

Tax Identification : 0101014136

Number:

(Hereinafter referred to as “Party A”)

AND

2. CONTRACTOR (hereinafter referred to as the “Contractor” or “Party B”)

Transaction name: : **VIETNAM WATER AND ENVIRONMENT INVESTMENT CORPORATION – JSC**

Represented by: : **Mr. Nguyen Huu Thuy**

Position: : **Deputy General Director**
(Power of Attorney No. 65/2026 dated 28 July 2026)

Địa chỉ : No. 52 Quoc Tu Giam Street, Van Mieu - Quoc Tu Giam Ward, Hanoi City

Tax Identification : 0100105976

Number:

Bank Account No.: : 1220695802 at BIDV – Ha Thanh Branch

(Hereinafter referred to as “Party B”)

Party A and Party B are hereinafter collectively referred to as the “Parties” or the “Two Parties”, and individually as a “Party” or “Each Party”, depending on the context.

The Parties have discussed, negotiated and mutually agreed to enter into this Construction Contract under the following terms and conditions:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

In this Construction Contract, the following words, phrases and terms shall have the meanings set forth below:

- 1.1. **Employer / Employer under the Contract / Party A:** means Xuan Cau Holdings Joint Stock Company.
- 1.2. **Employer’s Representative / Representative of Party A:** means the person designated by Party A in the Contract or authorized/appointed by Party A to act on behalf of Party A in exercising Party A’s rights and performing Party A’s obligations under this Contract.
- 1.3. **Contractor / Contracting Party / Party B:** means Vietnam Water and Environment Investment Corporation – JSC.
- 1.4. **Contractor’s Representative / Representative of Party B:** means the person designated by Party B in the Contract or authorized/appointed by Party B to act on behalf of Party B in exercising Party B’s rights and performing Party B’s obligations under this Contract.
- 1.5. **Consultant:** means an organization or individual engaged by the Employer under a contract to perform one or more professional tasks related to the management and implementation of the Works under the Contract. The Consultant may be a Project Management Consultant or a Construction Supervision Consultant.
- 1.6. **Consultant’s Representative:** means the person authorized by the Consultant to act as its representative in performing the tasks assigned by the Consultant.
- 1.7. **Project:** means the Ecological Garden Villa Urban Area in Van Giang Commune, Hung Yen Province.
- 1.8. **Contract Package / Works:** means the contract package for the **Construction of a Mineral Water Treatment System with a capacity of 300 m³/day.**
- 1.9. **Site:** means the location handed over by Party A to Party B for construction of the Works, as well as any other location specified in the Contract.
- 1.10. **Contract:** means this Construction Contract, including all appendices, amendments and supplements thereto duly signed by Party A and Party B, and all other documents agreed upon by the Parties as forming part of the Contract, including documents that have not been listed as Contract documents at the time of signing.
- 1.11. **Works:** means the construction works for the Works and other works that Party B is obligated to perform under this Contract, its appendices, amendments and supplements made during the performance of the Contract, and other works necessary to complete the Works falling within Party B’s obligations and/or responsibilities under this Contract and/or applicable law.
- 1.12. **Contract Price:** means the total provisional amount specified in Article 9 of the Contract and the Contract Appendices, which Party A shall pay to Party B upon Party B’s performance of the Works under this Contract.
- 1.13. **Final Account Value:** means the total amount payable by Party A for the Works actually completed by Party B and accepted by Party A, as recorded in the final account documents confirmed by both Parties.
- 1.14. **Materials:** means materials and/or construction materials and/or equipment and/or goods and/or finished products manufactured and/or processed and/or supplied by Party B to Party A in accordance with this Contract.
- 1.15. **Components:** means construction material products manufactured for assembly into structural components of the Works.

- 1.16. **Construction Equipment:** means all machinery, equipment, vehicles and other means, facilities and equipment required for Party B to carry out the construction works and remedy any defects, if any.
- 1.17. **Construction Methodology:** means the method statement and implementation plan prepared by Party B, for which Party B shall be responsible, and approved by Party A as the basis for Party B to complete the construction works and equipment installation in accordance with the Contract, including but not limited to: (i) Party B's construction management organizational chart; (ii) the construction site layout; (iii) the method and plan for mobilizing and arranging personnel, construction machinery and equipment, and supplying materials and construction materials; (iv) management of schedule, quality, safety, variations, additional works, construction records and other activities, in conformity with the Design Documents, the construction schedule under the Contract, and the provisions of the Contract and applicable Law. Party B shall bear full responsibility for the Construction Methodology prepared by Party B, including where such Construction Methodology has been approved by Party A, including responsibility for reviewing and verifying the Construction Methodology prior to implementation, where applicable.
- 1.18. **Third Party:** means any organization or individual that is not a party to this Contract.
- 1.19. **Design Documents:** means all drawings, designs, diagrams, models, calculations, construction cost estimates, technical descriptions, technical details, ideas, technology transfers, operation and maintenance procedures for the Works, and other documents related to the Contract Package, in compliance with applicable Law and approved by the Employer.
- 1.20. **Technical Specifications:** means a set of technical requirements based on the applicable technical regulations and standards for the Works and the construction design, providing guidance and requirements regarding materials, products and equipment used for the Works, as well as construction, supervision and acceptance activities for the construction works.
- 1.21. **Warranty:** means Party B's undertaking and responsibility to remedy and repair, within a specified period, any damage or defects that may arise during the operation and use of the Works after handover and commissioning for use.
- 1.22. **Project Management Unit / PMU:** means the Employer's unit responsible for managing and supervising, on behalf of the Employer, the implementation of the Contract Package at the Site.
- 1.23. **Day / days:** means a calendar day, and Month / month: means a calendar month. Days shall be counted consecutively, including weekends and public holidays.
- 1.24. **Working Day:** means any day other than Sunday and public holidays and Tet holidays as prescribed by Vietnamese law and/or as determined by a competent authority.
- 1.25. **Force Majeure Event:** means an event as specified in Article 18.1 of the Contract.
- 1.26. **Law:** means the entire legal system of the Socialist Republic of Vietnam.

ARTICLE 2. CONTRACT DOCUMENTS AND ORDER OF PRIORITY

- 2.1. The Contract Documents shall comprise the documents forming the basis for entering into the Contract; the terms and conditions of this Contract; the appendices and amendments and supplements to the Contract; and other documents and materials related to the execution and performance of the Contract which the Parties agree shall form part of the Contract Documents, including documents that have not been listed as Contract Documents at the time of signing this Contract, including but not limited to:
- a) This Contract and any amendments and supplements to the Contract entered into by the Parties after the Contract becomes effective.
 - b) Detailed scope of work.
 - c) Technical Specifications and Design Documents approved by the Employer.
 - d) BOQ 1 – Summary of Contract Value.

- e) BOQ 1.1 – Detailed Schedule of Contract Value (including information on technical specifications, codes/model numbers, brands and origins of materials).
 - f) List of documents required for advance payment/payment/final account settlement.
 - g) Forms and levels of penalties applicable to violations relating to occupational safety, environmental sanitation, fire prevention and fighting, and information technology.
 - h) Forms of guarantees.
 - i) Other relevant documents.
- 2.2. Unless otherwise agreed by the Parties, in the event of any discrepancy or ambiguity among the provisions of the above documents, the document appearing earlier in the above order shall take precedence.

ARTICLE 3. COMMUNICATIONS

- 3.1. Unless otherwise expressly provided in this Contract, all notices, approvals, decisions and other information issued under this Contract (collectively, the “Notice”) must be made in writing, signed by the duly authorized representative of the sending Party, and delivered to the receiving Party by at least one of the following methods: (i) postal service, (ii) hand delivery, or (iii) email with a scanned/photographed copy of the Notice attached, sent to the address and/or other contact details specifically provided in this Contract.
- 3.2. Any Notice shall be deemed to have been received by the other Party at the time when: (i) receipt is confirmed by the postal service if sent by post; (ii) the delivery is acknowledged in the handover and receipt record if delivered by hand; or (iii) three (03) hours after the “Sent” confirmation is recorded on the sending Party’s email server if sent by email. If an email is sent outside the recipient’s working hours, the email shall be deemed to have been received by the recipient at the beginning of the working hours of the following Working Day.
- 3.3. In particular, documents and materials relating to advance payments, payments and final account settlement as specified in the Contract, documents relating to amendments, supplements or termination of the Contract, and documents requiring the signature of either Party or both Parties must be delivered by method (i) or (ii) specified in Clause 3.1 above to ensure that the receiving Party receives the original documents. Delivery by email shall only be valid for checking and reference purposes and shall not be legally binding upon the Parties.
- 3.4. The contact information of the Parties is as follows:
Contact person of Party A:
Contact person: **Mr. Phan Chinh Bien – Head of the Project Management Unit**
Email: bien.pc@xuancau.com.vn
Telephone: 0902.179.007
Contact person of Party B:
Contact person: **Nguyen Thang Hanh – Officer of the Construction Department**
Email: nguyenthanghanh999@gmail.com
Telephone: 0813.914.688
- 3.5. If either Party changes its notice address or contact information, it shall notify the other Party within three (03) days from the date of such change in order to amend and supplement the relevant notice address or contact information. If a Party changes its contact information without notifying the other Party, such Party shall bear all consequences arising from the failure to provide such notification, unless otherwise agreed by the Parties.

ARTICLE 4. GOVERNING LAW AND LANGUAGE OF THE CONTRACT

- 4.1. This Contract shall be governed by the laws of Vietnam.
- 4.2. The language of this Contract shall be Vietnamese.

ARTICLE 5. CONTRACT SECURITY

- 5.1. The security measures for the performance of this Contract shall include, but are not limited to:
- a) Performance Bond.

- b) Advance Payment Guarantee.
- c) Warranty Guarantee.
- d) Other security measures.

5.2. Performance Bond

- a) Within seven (07) Working Days from the effective date of this Contract, Party B shall submit to Party A a Performance Bond in the form of a bank guarantee issued by a bank duly established and lawfully operating in Vietnam, in an amount equal to **5%** of the Contract Value *(including 8% VAT)*, corresponding to **VND 101,140,200** *(in words: One hundred one million one hundred forty thousand two hundred Vietnamese dong)*. The Performance Bond shall be unconditional, irrevocable and payable without prior review by the beneficiary, with terms acceptable to Party A and in the form attached to this Contract.

- b) **Validity of the Performance Bond:** The Performance Bond shall be valid from the date of issuance until thirty (30) days after the date on which the Parties sign the Minutes of Acceptance of Completion of the Works and Commissioning for Use, and Party B has commenced its warranty obligations in accordance with the Contract.

If the Performance Bond specifies an expiry period and a specific expiry date, and at least fourteen (14) Working Days prior to the expiry date of the Performance Bond the Parties have not yet signed the Minutes of Acceptance of Completion of the Works and Commissioning for Use and/or Party B has not completed its obligations under the Contract (including the obligation to remedy any defects or outstanding works, if any) and/or Party B has not submitted the Warranty Guarantee to Party A, Party B shall be responsible for carrying out the procedures to extend the validity of the Performance Bond until the Works have been completed and all defects have been remedied or Party B has submitted the Warranty Guarantee (if applicable) to Party A. The extension period of the Performance Bond shall be determined by Party A. Unless otherwise agreed by the Parties, each extension period shall not be less than thirty (30) days. Party B shall deliver to Party A the original extended Performance Bond no later than fourteen (14) Working Days prior to the expiry date of the existing guarantee. If Party B fails to extend the guarantee and submit the original extended guarantee to Party A in accordance with this provision, Party A shall have the right to claim the entire guaranteed amount under the Performance Bond without prior notice to Party B. All costs associated with the issuance and extension of the Performance Bond shall be borne and paid by Party B.

- c) During the validity period of the Performance Bond, if Party B fails to duly and fully perform any of its obligations under the Contract, Party A shall have the right to request the issuing bank to pay Party A the corresponding guaranteed amount in accordance with the Contract, without prior notice to Party B and without requiring Party B's consent or confirmation, including but not limited to the following cases:

- (i) Party B fails to commence performance of the Contract within fifteen (15) Working Days from the date of signing the Contract;
- (ii) Party B fails to organize construction for five (05) consecutive days, other than due to a Force Majeure Event;
- (iii) The Contract is terminated due to Party B's fault;
- (iv) Party B fails to pay Party A any debt as agreed or determined to be payable following an agreement reached during the performance of the Contract;
- (v) Party B fails to extend the validity period of the Performance Bond as requested by Party A under Point b of this Clause;
- (vi) Other cases as provided for in the Contract or by law.

- d) Within twenty (20) Working Days from the date of signing the Contract, if Party B fails to submit the Performance Bond and commence the construction works, the Contract shall automatically terminate. Party B shall compensate Party A for all damages incurred, if any, and shall be subject to a penalty equal to 12% of the Contract Value.

5.3. Advance Payment Guarantee

- a) Within seven (07) Working Days from the date of signing this Contract, Party B shall submit to Party A an Advance Payment Guarantee issued by a bank duly established and lawfully operating in Vietnam, in an amount equal to **30% of the Contract Value (exclusive of VAT)**, corresponding to **VND 561,889,998** (*in words: Five hundred sixty-one million eight hundred eighty-nine thousand nine hundred ninety-eight Vietnamese dong*) (the “**Advance Payment Guarantee**”) prior to Party A making the advance payment. The Advance Payment Guarantee shall be **unconditional, irrevocable and payable without prior review by the beneficiary**, with terms acceptable to Party A and in the form attached to this Contract.
- b) Validity of the Advance Payment Guarantee: The Advance Payment Guarantee shall be valid from the time the aforementioned advance payment is credited to Party B's account until Party A has fully recovered the advance payment amount. If the Advance Payment Guarantee specifies an expiry period and a specific expiry date, and at least fourteen (14) Working Days prior to its expiry Party A has not fully recovered the advance payment, Party A shall have the right to request Party B, and Party B shall be responsible for carrying out the procedures for the issuing bank to extend the validity period of the Advance Payment Guarantee. The amount of the extended Advance Payment Guarantee shall correspond to the outstanding advance payment amount not yet recovered by Party A. Unless otherwise requested or agreed by Party A, each extension of the Advance Payment Guarantee shall be for a minimum period of thirty (30) days or as otherwise required by Party A. Party B shall deliver the extended Advance Payment Guarantee to Party A no later than fourteen (14) Working Days prior to the expiry date of the guarantee. All costs associated with the issuance and extension of the Advance Payment Guarantee shall be borne and paid by Party B.
- c) Party B shall use the advance payment solely for the performance of this Contract.
- d) During the validity period of the Advance Payment Guarantee, if Party B fails to duly and fully perform its obligations under the Contract and/or Party A has not fully recovered the advance payment, Party A shall have the right to request the issuing bank to pay Party A the guaranteed amount corresponding to the amount that Party B is obligated to pay to Party A under the Contract, without prior notice to Party B and without requiring Party B's consent or confirmation, including but not limited to the following cases:
 - (i) Party B uses the advance payment for an improper purpose (i.e., Party B does not use the advance payment to perform this Contract);
 - (ii) Party B's construction is delayed by more than ten (10) days and such delay is not due to a Force Majeure Event, or Party B fails to complete the Contract in accordance with the committed schedule;
 - (iii) Party B fails to extend the validity of the Advance Payment Guarantee within the period requested by Party A and fails to submit to Party A the original extended guarantee as described in Point b of this Clause;
 - (iv) The Contract is terminated due to Party B's fault;
 - (v) Party B fails to pay Party A any debt as agreed or determined to be payable during the performance of the Contract;
 - (vi) Other cases as provided for in the Contract and applicable Law.

5.4. Warranty Guarantee

- a) Party B shall submit to Party A a Warranty Guarantee (the “**Warranty Guarantee**”) in an amount equal to **5% (five percent) of the Final Account Value** after Party A approves the final Final Account Value of the Contract. The Warranty Guarantee shall be issued by a commercial bank duly established and lawfully operating in Vietnam and shall be **unconditional, irrevocable and payable without prior review by the beneficiary**, with terms acceptable to Party A and in the form attached to this Contract.
- b) The Warranty Guarantee shall remain valid for twenty-four (24) months from the date of issuance of the Warranty Guarantee or until Party B has fully performed its warranty

obligations for the Works in accordance with the Contract, whichever is later. At least fourteen (14) days prior to the expiry of the Warranty Guarantee, if Party B has not yet or fails to complete its warranty obligations, Party A shall have the right to request Party B, and Party B shall be responsible for carrying out the procedures for the issuing bank to extend the validity of the Warranty Guarantee as requested by Party A. In all cases, each extension period shall not be less than one (01) month. All costs associated with the issuance and extension of the Warranty Guarantee shall be borne and paid by Party B. Party B shall deliver the extended Warranty Guarantee to Party A no later than fourteen (14) Working Days prior to the expiry date of the guarantee.

- c) In the absence of a Warranty Guarantee, Party A shall retain **5% (five percent) of the Final Account Value** until the warranty period of the Works has expired and Party B has fully performed its warranty obligations in accordance with the Contract.
- d) Party B shall only be entitled to receive the warranty retention amount after the expiry of the warranty period and upon Party A's confirmation that the warranty works have been completed. For the avoidance of doubt, fifteen (15) days prior to the expiry of the warranty period, Party B shall contact Party A to carry out the inspection, confirmation and acceptance of the warranty works performed by Party B. In the event that any warranty obligation arises, Party B shall carry out the necessary repairs in accordance with this Article until the repairs have been fully completed and Party A has issued written confirmation that Party B has fulfilled its warranty obligations.
- e) Party A shall be entitled to claim payment under the Warranty Guarantee in the following cases:
 - (i) Party B breaches its warranty obligations as specified in Article 7.7 of this Contract;
 - (ii) Party B fails to extend the validity period of the Warranty Guarantee in accordance with Point a of this Clause;
 - (iii) Party B fails to submit to Party A the original extended Warranty Guarantee as described in Point a of this Clause;
 - (iv) Other cases as provided for in this Contract.
- f) If the construction works performed by Party B result in defects or damage causing Party A to substantially lose the entire benefit of the Works, or a substantial part of the Works cannot be put into use for their intended purpose, Party A shall be entitled to recover the entire amount paid for the Works or the relevant part thereof, as applicable, together with financing costs, dismantling costs, site clearance costs and other related costs.

5.5. Extension of Contract Security

If Party B fails to extend or fails to deliver the original extended Advance Payment Guarantee, Performance Bond or Warranty Guarantee issued by the bank to Party A within the prescribed time limit, or if Party A has submitted a request to claim the Advance Payment Guarantee, Performance Bond or Warranty Guarantee but the bank, for any reason, fails to make the required payment to Party A on time, the amount stated in such Advance Payment Guarantee, Performance Bond or Warranty Guarantee shall become a debt due and payable by Party B to Party A from three (03) days after Party A submits the claim documents to the bank requesting the bank to perform its guarantee obligations. Party B shall be responsible for paying such debt and interest accrued thereon at the twelve (12)-month lending interest rate applicable to corporate customers in Vietnamese dong by Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank) at the time of late payment, calculated based on the amount and number of days of late payment. Party A shall also have the right to deduct or withhold such debts and accrued interest from subsequent payments under the Contract without requiring Party B's consent. Party A shall make payment to Party B once the outstanding matters specified in this Article have been remedied by Party B or the guaranteeing bank, or once Party B has fully performed all of its obligations under the Contract, as applicable and at Party A's discretion.

ARTICLE 6. SCOPE AND QUANTITY OF WORKS

6.1. Scope of Works

- a) Party A agrees to assign and Party B agrees to undertake the following Works: **Construction of a mineral water treatment system with a capacity of 300 m³/day for the Ecological Garden Villa Urban Area Project in Van Giang Commune, Hung Yen Province**, in accordance with the construction drawing design documents approved by Party A, the Construction Methodology and the construction schedule (including any amendments and supplements approved by Party A); in compliance with applicable Vietnamese technical specifications, construction and equipment codes and standards; ensuring quality, schedule, price, safety, and acceptance and handover for commissioning and use in accordance with Party A's requirements and applicable Law. The scope of Works includes:
- (i) Construction of the mineral water treatment system in accordance with the construction drawing design documents approved by the Employer and issued for bidding purposes (including both civil construction and technological works).
 - (ii) Completion of the mineral water treatment system, ensuring that the iron content in the treated water is < 0.5 mg/litre, and that the water is clear and odorless.
 - (iii) Preparation for trial operation (operation) of the Works.
 - (iv) Provision of documents evidencing technology copyright ownership or demonstrating that no technology copyright infringement occurs; and provision of all other equipment and services necessary to achieve acceptance and handover of the Works under the Contract.
 - (v) Testing of all treated-water quality parameters in accordance with applicable regulations and the requirements specified in the Contract Documents.
 - (vi) Training and instruction of the Employer's personnel in the operation and maintenance of the Works within the scope specifically stipulated in the Employer's requirements.
 - (vii) Excluding site filling and leveling works to achieve the elevations and compaction requirements specified in the Design Documents (compaction degree of K90 or higher).
- b) Prior to commencing the Works, Party B shall be deemed to have obtained all necessary information regarding the Project, Design Documents, technical requirements, existing Site conditions, routes for transportation of equipment/Materials, and other conditions at the Works.
- c) The scope of Works is detailed in BOQ 1 – Summary of Contract Value and BOQ 1.1 – Detailed Schedule of Contract Value.

6.2. Quantity of Works

- a) The quantity of Works to be performed by Party B is specified in detail in BOQ 1 – Summary of Contract Value and BOQ 1.1 – Detailed Schedule of Contract Value.
- b) During the performance of the Works, if Party B fails to meet the required schedule and quality of the Works, Party A shall have the right to reduce or remove part or all of the quantity of Works to be performed by Party B. Party A shall issue one (01) written warning to Party B and allow Party B seven (07) Working Days to remedy the relevant issues before making such reduction. Party B shall comply with Party A's decision and shall not give any reason to delay or obstruct its implementation.
- c) Any additional Works must be agreed upon in writing by the Two Parties (with the signature of the Representative of Party A) regarding the unit price and schedule prior to commencement. Party A shall review and approve the additional quantity and value within three (03) to five (05) Working Days.

6.3. Specific Works to be Performed by Party B: The specific Works to be performed by Party B shall include, but shall not be limited to, the following:

- a) Supply construction materials, personnel, machinery and Construction Equipment for construction of the Works in accordance with the Contract.
- b) Supply and transport equipment and Materials to the Site.
- c) Install and commission equipment (including trial operation, if applicable), and conduct trial operation of the equipment system after installation and technical safety inspection.

- d) Install equipment/Materials in accordance with the Design Documents, technical requirements and Construction Methodology approved by Party A. Equipment shall be installed in compliance with Vietnamese construction codes and standards and relevant State regulations on construction quality management.
- e) Carry out construction of the Works in accordance with the Design Documents/design amendment documents, technical requirements, technical standards, Construction Methodology approved by Party A, and applicable construction codes and standards, ensuring that the iron content in the treated water is < 0.5 mg/litre and that the water is clear and odorless.
- f) Control the quality of construction Works and installation of equipment/Materials; supervise the construction of the Works performed by Subcontractors where Party B acts as the main contractor or general contractor.
- g) Remedy and rectify any quality errors or defects arising during construction, if any.
- h) Conduct material quality testing in accordance with applicable regulations.
- i) Carry out acceptance of Works at construction stages, acceptance of construction stages or sections of construction works, and acceptance upon completion of work items and construction works.
- j) Prepare documents and carry out procedures for completion of the connection of the power supply, water supply and wastewater discharge systems in accordance with applicable Law (the Employer shall assist in reviewing and affixing its seal to the relevant documents/papers, if any).
- k) Provide training and instructions on the operation and use of equipment, and provide technology transfer training to the Employer, if applicable.
- l) Carry out measures to ensure safety, environmental protection and sanitation, and fire and explosion prevention.
- m) Provide warranty and maintenance for all equipment/Materials in accordance with the Contract.
- n) Protect the Site and construction area within the scope of the construction Contract.
- o) Carry out measures to ensure security and public order in the Site area.
- p) Cooperate with other contractors at the Site, if any.
- q) Clean up the Site and hand over the Contract deliverables upon completion.
- r) Perform other Works as agreed under the Contract, the documents attached to the Contract, and applicable Law. Works not expressly specified in the Contract but which can be clearly inferred as necessary for completion of the Works in accordance with the Contract shall be deemed to be included in the scope of Works under the Contract.

ARTICLE 7. QUALITY REQUIREMENTS, ACCEPTANCE, HANDOVER AND WARRANTY OF THE WORKS

7.1. Quality Requirements

- a) Party B shall be responsible for performing the Works under the Contract in accordance with the Design Documents, Technical Specifications and Construction Methodology approved by Party A and/or the competent State authorities; in compliance with applicable technical standards and regulations; ensuring quality, occupational safety and environmental sanitation in accordance with applicable Law and Party A's requirements.
- b) Equipment/Materials must have clear origin and provenance and meet the quality requirements under the applicable manufacturing standards, be complete and fully assembled in accordance with the manufacturer's factory standards. In addition, Party B shall ensure that the equipment supplied under the Contract is free from defects that may result in adverse effects during normal use of the Equipment/Materials.
- c) Quality requirements for Equipment/Materials:

- (i) Materials, construction materials/equipment brought to the Site must be 100% new, unused, and the documents relating to the goods must be consistent with one another, conform to the correct type and quality, and satisfy the applicable technical standards. Equipment, if any, must have a manufacturing year of 2025 or later.
- (ii) The quality/type of Materials and equipment used by the Contractor for the system must be suitable for the quality of the mineral water source, ensuring that the system does not experience sediment accumulation, leakage, valve blockage, lock malfunction, etc. during operation.
- (iii) Party B shall submit actual samples of Materials and catalogues of Materials/Equipment conforming to the Design Documents for Party A's review and approval as the basis for placing orders/manufacturing or processing. Materials must be of the correct type and have clear origin and provenance in accordance with the Contract Documents and must be approved by Party A before being brought into construction. In addition, Party B shall ensure that the equipment supplied under the Contract is free from defects that may result in adverse effects during normal use of the Materials.
- (iv) For imported Materials, the following documents are mandatory:
 - For Materials directly imported by Party B from overseas, the documentation shall include:
 - + Certificate of Quality (CQ) issued by the manufacturer.
 - + Certificate of Origin (CO): original or certified copy.
 - + Commercial Invoice with prices removed (Invoice – certified copy).
 - + Packing List – certified copy.
 - + Bill of Lading.
 - + Customs Declaration with prices removed – certified copy.
 - For imported Materials purchased by Party B from a domestic Importer/Distributor, the documentation shall include:
 - + Certificate of Origin (CO): certified copy issued by the direct importer/distributor or a true copy certified by the direct importer.
 - + Certificate of Quality (CQ): certified copy issued by the direct importer/distributor or a true copy certified by the direct importer.
 - + Warehouse Release Note or Delivery Handover Record with the importer/distributor.
- (v) For other Materials, a Certificate of Quality (CQ) as specified in detail in the attached List of Documents for Advance Payment/Payment/Final Account Settlement must be provided, and such Materials must comply with applicable Law and Party A's requirements.
- (vi) For small quantities of Materials for which complete valid documentation of origin and provenance cannot be provided, Party B shall provide purchase receipts or invoices for the purchase and sale of goods, warehouse release notes, or delivery and receipt records for retail Materials for Party A's inspection and approval prior to installation.
- (vii) Sampling, testing and quality inspection of Materials shall not apply.
- (viii) Incoming material testing shall not apply.
- (ix) Any Materials that fail to meet the requirements regarding type, quality, technical standards, Design Documents, etc. shall be removed from the Site immediately upon Party A's request. If Party B refuses to remove such non-conforming Materials, Party A shall engage a Third Party to carry out the removal. The costs payable to such Third Party shall be borne by Party B or deducted from the payment due to Party B.
- (x) Party B shall bear full responsibility before the Law and Party A for the accuracy, truthfulness and legality of all documents provided by Party B under this Contract and shall ensure that such documents are consistent with the Design Documents and Contract Documents.

- d) Machinery and Equipment for Construction:
- (i) Specialized construction machinery and equipment such as scaffolding, hoisting machines, forklifts, standby generators, etc. shall be provided by Party B at its own expense.
 - (ii) Machinery and equipment brought into use at the Site must have complete legal documentation, including valid inspection certificates, and must ensure quality and safety throughout their use. Such machinery and equipment shall be regularly inspected whenever required by Party A. Any machinery or equipment failing to satisfy the above requirements shall be removed from the Site immediately upon Party A's request. The costs of such removal shall be borne by Party B. If Party B refuses to remove non-conforming Construction Equipment from the Site, Party A shall engage a Third Party to carry out the removal. The costs payable to such Third Party shall be borne by Party B or deducted from the payment due to Party B.
- e) Construction Methodology:
- Within seven (07) days after signing the Contract, Party B shall prepare and submit the Construction Methodology to the Employer/Party A for approval. The Construction Methodology shall include the construction organization plan, arrangements for bringing Materials to the Site, and placement of Construction Equipment at the Site; shall ensure that surrounding activities are not affected; and shall be consistent with the technological requirements, schedule for supply of Materials and Construction Equipment, construction schedule, and actual Site conditions.

7.2. Inspection, Supervision by Party A, Testing and Trial Operation

- a) Party A shall have the right to inspect and supervise all activities of Party B relating to the performance of the Contract, including but not limited to:
- (i) The Employer/Party A and the Consultant shall have the right to access areas at the Site, places where Party B or Party B's suppliers manufacture Components, and places where natural raw materials are extracted, for inspection purposes.
 - (ii) During construction at the Site or at any location specified in the Contract, the Employer/Party A and the Consultant shall have the right to inspect, test, measure and sample Materials of all types and inspect the processing and manufacture of equipment and production of Materials.
- b) Party B shall provide all necessary conditions for the Employer/Party A's and the Consultant's personnel to conduct inspection and supervision activities, including permitting access, and providing facilities, permits and safety equipment. Such activities shall not reduce or relieve any obligation or responsibility of Party B.
- c) For any Works completed by Party B that will subsequently be covered, demolished or packaged for storage or transportation, Party B must notify Party A for inspection and acceptance before such Works are covered, demolished or packaged for storage or transportation. If Party B fails to provide such notice, such Works shall be deemed not to have been accepted, unless otherwise decided by Party A.

7.3. Acceptance of Completed Works and Handover of the Works

- a) After part or all of the Works under the Contract has been completed and satisfies the requirements of the Contract, Party B shall notify Party A to conduct acceptance of the Works.
- b) Party A shall only accept the Works under the Contract when such Works satisfy the quality requirements specified in Clause 7.1 above and other provisions of the Contract. If Party A does not agree to accept the Works, Party A shall notify Party B in writing, specifying the reasons for non-acceptance and the Works that Party B must perform in order to obtain the Acceptance Record.
- c) In the event of non-acceptance, the Parties shall prepare a Site record immediately at that time, clearly stating the items that fail to meet the requirements, the required remedial and repair measures, and the repair deadline.

- d) Basis for acceptance of the Works: Contract Documents; approved Design Documents and approved design amendments, if any; approvals issued by Party A, if any; legal and regulatory documents; applicable technical regulations and standards; and other relevant documents.
- e) Personnel participating in acceptance and handover shall include:
 - (i) Representative of Party A.
 - (ii) Representative of Party B.
 - (iii) Consultant's Representative, if any.
 - (iv) Other Third Parties as required by Party A and/or applicable Law, if any.
- f) The Acceptance Record must contain at least the following: the subject matter of the acceptance; personnel directly participating in the acceptance; time and place of acceptance; acceptance conclusion (meeting or failing to meet requirements); and signatures, full names and positions of the participating representatives of the accepting Parties.
- g) The acceptance documentation shall be provided in the quantities and as originals/certified copies/copies specified in detail in the attached List of Documents for Advance Payment/Payment/Final Account Settlement, together with other relevant documents as required by Law and Party A.
- h) After the Works are fully eligible for acceptance, the Two Parties shall prepare the Acceptance and Handover Record for Completed Works and Commissioning for Use (the "Acceptance and Handover Record for Completed Works and Commissioning for Use").
- i) Where the results of the Works performed by Party B are required to be approved/agreed/accepted by a competent State authority for acceptance, the Acceptance and Handover Record for Completed Works and Commissioning for Use shall only be valid once this condition has been satisfied.

7.4. Party B's Responsibility for Defects

- a) At its own expense, Party B shall complete all outstanding Works and remedy defects by the date specified in the Acceptance Record, within a reasonable period required by Party A. The period for Party B to remedy defects and outstanding Works shall not be construed as an extension of the construction schedule granted by Party A and shall not be construed as an agreement between the Parties to revise the Contract schedule. If the period for remedying defects and outstanding Works results in Party B's delay in accordance with the Contract, Party B shall be subject to the penalties stipulated in the Contract.
- b) In the event that defects cannot be remedied:

If Party B fails to remedy defects or damage by the notified date, Party A shall carry out the relevant Works itself or engage another Third Party to carry out the repairs, and Party B shall bear all related costs. Although Party B does not perform the repair Works, it shall remain responsible for continuing its warranty obligations for the Works under the Contract.

The above costs shall be paid by Party B or deducted from the payments due to Party B at Party A's request. If the payments due to Party B are insufficient for such deduction, Party B shall pay the outstanding amount to Party A within the period required by Party A. In the event of late payment, Party B shall pay late-payment interest at the 12-month VND lending rate applicable to enterprises as announced/applied by Joint Stock Commercial Bank for Foreign Trade of Vietnam at the time of late payment, calculated based on the overdue amount and number of days overdue.
- c) If defects or damage caused by Party B result in Party A being unable to use the Works or Party A losing all or a substantial part of the benefit from the Works or a substantial part thereof, Party A shall terminate the entire Contract, and Party B shall compensate Party A for all losses arising from such defects or damage.

7.5. Additional Tests

- a) If the remedy of defects or damage affects the operation of the Works, Party A may require any test specified in the Contract to be repeated, including tests upon completion and tests

after completion. Such requirement shall be notified within thirty (30) days after the defects or damage have been remedied.

- b) Such tests shall be conducted under the conditions applicable to the previous tests, and Party B shall bear all testing costs.

7.6. Claims

- a) Even after the Two Parties have completed acceptance upon completion (and signed the Acceptance and Handover Record for Completed Works and Commissioning for Use), Party A shall still have the right to make claims against Party B regarding the quantity and quality of the Works and equipment within the following periods:
 - (i) Sixty (60) Working Days from the date of acceptance or the date of completion of remedying defects, whichever is later, if Party A discovers that the Works or equipment fail to meet quality requirements, specifications, or Vietnamese regulations and standards, or that any details, components or accessories of the Goods are missing; or
 - (ii) One hundred and twenty (120) Working Days from the date Party A discovers that the Works or equipment fail to meet the agreed quality standards or specifications due to defects or latent defects that could not be detected at the time of acceptance.
- b) Party A shall send a written claim to Party B within five (05) Working Days from the date Party A discovers the defects or deficiencies in the Works or equipment, and Party B shall respond to Party A's claim within the following five (05) Working Days. If Party B agrees with Party A's claim, Party B shall replace or repair the relevant items free of charge as required by Party A. The warranty period for the replaced or repaired Works or equipment shall be recalculated from the date the Two Parties conduct re-acceptance.
- c) If Party B does not agree with Party A's claim, the determination of whether the Works or equipment fail to meet the required quality or specifications shall be verified by VINACONTROL or another independent inspection organization to determine the cause. The determination of such inspection organization shall be final and serve as the basis for determining the rights and obligations of the Parties. The costs of engaging VINACONTROL or another independent inspection organization in this case shall be borne by the Party determined to be at fault.
- d) Party B shall only be responsible for warranty obligations in respect of errors and damage caused by Party B within the scope of Party B's responsibility. The cause of any error or damage shall be jointly inspected and confirmed by the Two Parties before warranty work is carried out. If the Two Parties cannot agree on the cause or responsibility for an error, defect or damage, the Two Parties shall mutually agree to select a qualified independent inspection/technical assessment organization to determine the cause. Inspection costs shall be borne by the Party at fault. Party B shall not be responsible for warranty obligations in respect of incidents caused by Force Majeure or electrical short circuits, fire, explosion, lightning strikes, etc., incidents not caused by Party B's fault, or defects caused by Party A operating the equipment in violation of the operating procedures or equipment maintenance regulations instructed by Party B. Party B shall not provide warranty for naturally worn accessories or consumable Materials.
- e) Where Party B is not at fault and, at the time Party A submits a claim, the installed Works or Equipment have already expired the warranty period under the Contract, Party B shall still be responsible for replacing or repairing the Works or equipment at Party A's expense (if the warranty period has expired by the time Party A submits the written claim). In this case, Party B shall submit a proposal specifying the quantity and value of the repair or replacement of the Works/Work Item/Component/installed Equipment for Party A's review and approval prior to commencement.
- f) If the defect is caused by Party B, Party B shall replace or repair the Works or equipment free of charge as required by Party A. The warranty period for the replaced or repaired Goods shall be recalculated from the date the Two Parties conduct re-acceptance.

7.7. Warranty and Maintenance of the Works

- a) Party B shall be responsible for the warranty and maintenance of the Works (including warranty of Materials and warranty of construction Works) for a period of twelve (12) months from the date the Two Parties sign the Acceptance and Handover Record for Completed Works and Commissioning for Use. For Materials having a warranty period longer than twelve (12) months as specified by the manufacturer, the warranty period specified by the manufacturer shall apply, and Party B shall remain responsible for providing warranty for such Materials. Party B shall not be responsible for warranty of Materials supplied by Party A.
- b) During the warranty period, Party B shall remedy and repair defects within three (03) days from the date Party A notifies Party B. If Party B fails to dispatch personnel to carry out timely repairs after the above period, or Party B has made efforts but is unable to remedy such defects, or urgent repair/warranty work is required to put the Works into operation, or Party A is unable to contact Party B because Party B has changed its address or is absent, or the repair work fails to meet quality requirements, etc., Party A shall engage a Third Party to carry out the repair Works. Party B shall not be released from its warranty responsibility for the portion of the Works performed by such Third Party and shall have no right to make any claim regarding the amount paid by Party A to such Third Party. The costs of remedying such defects shall be deducted directly from the warranty retention amount or Party B's Warranty Guarantee (if the issuing bank of the Warranty Guarantee has performed its guarantee obligations under the Warranty Guarantee), or shall be paid by Party B. If the warranty retention amount or Warranty Guarantee is insufficient to cover such costs, Party B shall pay the outstanding amount within seven (07) Working Days from the date of receipt of Party A's payment request. In the event of late payment, Party B shall pay late-payment interest at the 24-month VND lending rate applicable to enterprises as applied by Joint Stock Commercial Bank for Foreign Trade of Vietnam at the time of late payment, calculated based on the overdue amount and number of days overdue.

ARTICLE 8. TIME AND SCHEDULE FOR PERFORMANCE OF THE WORKS

8.1. Commencement Date and Time for Performance of the Works

- a) The date on which performance of the Works commences shall be the date on which the Contract becomes effective and the Site is handed over (the "**Commencement Date**").
- b) Party B shall commence performance of the Works immediately after the Commencement Date and shall perform the Works within the time specified in the Contract without delay.
- c) The commencement date of construction shall be the date on which Party A hands over part or all of the Site that is eligible for construction (with the Site meeting the design elevation and a compaction degree of K90 or higher) to Party B (with a Site Handover Record), and Party B has received the advance payment (the "**Construction Commencement Date**"). Party B shall complete all Works specified in the Scope of Works, BOQ 1 – Summary of Contract Value and BOQ 1.1 – Detailed Schedule of Contract Value within **sixty (60) days** from the Construction Commencement Date, including:
 - (i) Time for submission and approval of the processing drawings for the treatment tank: five (05) days from the date the Contract becomes effective.
 - (ii) Time for fabrication of the treatment tank: forty-five (45) days from the date Party B receives the advance payment and Party A approves the treatment tank design drawings submitted by Party B.
 - (iii) Time for submission and approval of the remaining equipment and Materials for ordering: three (03) days from the date the Contract becomes effective.
 - (iv) Time for completion of ordering the remaining equipment and Materials, construction and completion of installation of the Contract Package: thirty (30) days from the Construction Commencement Date and Party A's approval of the equipment/Materials.
 - (v) Time for completion of installation of the treatment tank and trial operation of the mineral water treatment system: sixty (60) days from the date Party B receives the advance payment and Party A approves the treatment tank design drawings submitted

- by Party B.
- d) The above period for completion of all Works includes the time required to remedy defects and complete outstanding Works as specified in Clause 7.4 of the Contract.
 - e) The Two Parties agree that Party B has carefully reviewed and studied the construction drawing design documents and the approved Construction Methodology and has fully identified all work items. Accordingly, Party B undertakes that there shall be no additional work items.
 - f) The performance schedule includes Saturdays and Sundays, but excludes public holidays and Tet holidays (Lunar New Year and New Year holidays) in accordance with the regulations of the Vietnamese State.
 - g) The **sixty (60) day period** is the period within which Party B shall complete all Site Works under BOQ 1 – Summary of Contract Value and BOQ 1.1 – Detailed Schedule of Contract Value. This period shall not include the waiting time for handover of the Works for commissioning and use and any period during which Party B is directly affected by a Force Majeure Event. If Party A postpones the handover of any part of the Site beyond the date specified in the detailed schedule approved by Party A, the performance schedule for Party B shall be deemed to be postponed correspondingly.
 - h) Based on the Contract performance period, Party B shall prepare: (i) a detailed construction schedule; (ii) the Construction Methodology and manpower and machinery/equipment deployment schedule; and (iii) the advance payment documents, and submit them to Party A within seven (07) Working Days for Party A's approval. Each construction schedule shall include the sequence of the Contractor's Works and the construction duration for each Work and each stage of the Works. If, after seven (07) Working Days from the date of signing of this Contract, Party A has still not received any of the above documents from Party B, the Construction Commencement Date shall be deemed to commence from the ninth (09th) Working Day from the date of signing of the Contract.
 - i) Party B's working hours shall comply with applicable Law. Where work outside the prescribed working hours is required, the Two Parties shall agree **in advance before such work is carried out**.

8.2. Extension of Time for Completion

- a) Party B shall have the right to request an extension of the time for completion of the Works if any of the following circumstances occurs:
 - (i) There is a change in the scope or quantity of Works, Design Documents or Construction Methodology at Party A's request that affects the schedule for performance of the Works.
 - (ii) Party A changes the type, specifications or quality of Materials from those specified in the Contract Documents.
 - (iii) Party A hands over the Site in parts later than the approved detailed construction schedule. The Contract completion time shall be extended correspondingly to the period of delay in handover of the construction Site by Party A.
 - (iv) Party B is affected by a Force Majeure Event as specified in Clause 17.1 of the Contract.
 - (v) Delays caused by Party A and/or other contractors of Party A at the Site that affect Party B's performance of the Works (Party B must demonstrate such impact), except where caused by Party B's fault.
 - (vi) Other cases as provided for in the Contract.
- b) An extension of the time for completion of the Works shall only be made upon written agreement between the Two Parties. In such case, the Two Parties shall discuss and agree on a revised construction schedule for the remaining Works by way of an Appendix to the Contract. Party B shall be responsible for preparing a revised construction schedule for the remaining Works and submitting it to Party A for approval.

8.3. Progress Reports

- a) On a daily, weekly and monthly basis, Party B shall report to Party A on the Works performed during the relevant day, week or month and the plan for the following day, week or month regarding its personnel, machinery and Construction Equipment. The timing for submission, contents and reporting forms shall be specified by Party A.
- b) The progress report shall indicate the locations of completed areas and compare the actual progress against the planned progress.
- c) On a weekly and monthly basis, if Party A requires Party B to participate in regular or ad hoc coordination meetings of the Project Supervision Consultant, Party B shall appoint an authorized representative to attend. At the same time, Party B shall prepare and submit reports on the implementation status when required.
- d) If Party B fails to submit reports on time, in the required contents and forms, or fails to participate in regular/ad hoc coordination meetings, Party B shall be subject to penalties in accordance with the sanctions stipulated in the Appendix to the Contract.

8.4. Schedule Control

If, at any time:

- a) The actual progress is too slow to complete the Works within the stipulated completion period; and/or
- b) The progress has been or is expected to be behind the schedule for performance of the relevant Works specified in the detailed schedule, and such delay is not attributable to any of the causes specified in Article 8.2, Party A may require Party B to submit a revised schedule and a report describing the revised measures proposed by Party B to achieve the required progress and complete the Works within the completion period. Unless otherwise notified by Party A, Party B shall implement such revised measures, which may include increasing the working hours and the number of personnel of Party B and/or Materials, if applicable, etc. All risks and additional costs incurred by Party A as a result of such adjustment shall be borne by Party B.

ARTICLE 9. CONTRACT VALUE AND PAYMENT

9.1 Contract form: The Contract shall be performed on the basis of fixed unit prices, with quantities certified for payment based on actual quantities accepted, and the Final Account Value shall not exceed the signed Contract Value.

9.2 Contract Value

- a) The **provisional Contract Value**, inclusive of **8% value-added tax (VAT)**, is **VND 2,022,803,992**.

(In words: Two billion, twenty-two million, eight hundred three thousand, nine hundred ninety-two Vietnamese dong).

The VAT rate shall comply with the provisions of the applicable laws and regulations of the State at the time of performance of the Works and issuance of the VAT invoice (in case the State changes the applicable VAT rate).

- b) Details of the Contract Value are specified in the Value Schedules (BOQ 1 and BOQ 1.1).
- c) The above Contract Value includes all fees, charges and costs necessary for the performance and completion of all and each of the Works under the Contract, the Contractor's profit, and all obligations of the Contractor under the Contract (including obligations performed from Contingency, Wastage, if any). The Contract Value and Contract unit prices also include all costs of remedying risks falling under the Contractor's responsibility in accordance with the Law until the completed Works are fully handed over and put into operation. The Employer shall have no liability for any risks or damages suffered by the Contractor arising from the events specified in this Contract. This Contract Value also includes all costs related to the mobilization and coordination of machinery, equipment and personnel for performance of the Contract, and maintaining such resources during periods of suspension, waiting for work, extension of the Contract period (if any), as well as all other costs arising during the performance of this Contract.

- d) Unless otherwise expressly provided in the Contract, the Contractor shall bear all risks related to the costs of performing the Works under the Contract and shall be deemed to have obtained all necessary information and taken into account all circumstances that may affect the costs when determining the Contract Value.
- e) Contract Unit Prices:
 - (i) The Contract unit prices include all costs of Materials, labor, construction machinery and equipment, general costs, profit, Construction Methodology costs; testing, inspection and assessment costs; costs of the Contractor's warehouses, temporary facilities, site offices and Site utilities; costs of mobilization and demobilization of machinery and equipment; costs of handling incidents and risks; other costs related to the performance of the Works by Party B; costs of temporary and auxiliary works; costs of using utilities and services at the Site (including electricity, water, internet, Site waste collection, connection costs and other utility/service costs); costs of implementing occupational safety, environmental sanitation, and fire and explosion prevention measures; penalties for violations, compensation for damages (if any); taxes, fees, insurance, etc. in accordance with State regulations, required for the Contractor to perform and complete the construction Works, complete the Works and provide warranty in accordance with the Design Documents approved by the Employer, including warranty and maintenance costs during the warranty period as stipulated in the Contract.
 - (ii) The unit prices for the Works under BOQ 1 – Summary of Contract Value and BOQ 1.1 – Detailed Schedule of Contract Value (“Unit Prices”) shall remain fixed throughout the performance of the Contract. The Unit Prices shall not be adjusted due to any escalation in the prices of Materials or labor, exchange rate fluctuations, or changes in the State's tax policies. The Unit Prices include all costs related to the Contractor's fulfillment of all obligations under the Contract. Any Work item in BOQ 1.1 – Detailed Schedule of Contract Value for which a quantity is stated but no unit price is provided, or for which the unit price is zero, shall be deemed to have been included in the Contract Package Value and shall not give rise to any additional payment during construction. For identical Work items (excluding Work items measured by lot, lump sum, package or system) having different unit prices, the lowest unit price shall apply for payment purposes.
 - (iii) The Unit Prices shall apply to additional Works of a similar nature. Unit prices for other additional Works shall be agreed by the Parties based on the calculation method of the Unit Prices and applicable laws. If the Contract does not contain any applicable price for changed/additional Works, Party B shall submit the proposed price and methodology for performing such changed/additional Works. Party A shall review and assess the proposal and notify Party B in writing of its approval (if Party A approves).
- f) The Contract Value shall be adjusted in the following cases:
 - (i) Party A changes the type, origin or quality of Materials from those specified in the Contract.
 - (ii) Other cases approved by Party A.

9.3 Advance Payment

- a) Party A shall make an advance payment to Party B in the amount of **VND 561,889,998** (*In words: Five hundred sixty-one million, eight hundred eighty-nine thousand, nine hundred ninety-eight Vietnamese dong*), equivalent to **30% of the Contract Value excluding VAT**, within 20 (*twenty*) days after the Contract is signed and Party A receives the valid advance payment dossier specified in the List of Documents for Advance Payment/Payment/Final Account attached to this Contract and submitted by Party B.
- b) Party A shall commence recovery of the advance payment from the first payment and ensure full recovery of the advance payment when the value of completed Works certified for payment reaches 80% (*eighty percent*) of the Contract Value. The advance payment recovery

amount for each payment shall be equal to 35% (*thirty-five percent*) of the value of the Works completed by Party B, excluding VAT, for that payment.

- c) Party B may use the advance payment solely for performance of this Contract.
- d) In the event that the advance payment has not been fully recovered by Party A: (i) before the Parties sign the Acceptance and Handover Record for Completed Works and Commissioning for Use; or (ii) before termination of the Contract; or (iii) before the occurrence of a Force Majeure Event; or (iv) Party B fails to extend the Advance Payment Guarantee, the entire unrecovered advance payment shall become a debt due and payable by Party B to Party A. Party B shall pay such unrecovered advance payment to Party A within 07 (seven) Working Days from the date Party A sends a written payment request. If Party B makes late payment, Party B shall pay late payment interest at the 12-month VND corporate lending interest rate applied by the Joint Stock Commercial Bank for Foreign Trade of Vietnam at the time of late payment, calculated on the outstanding amount and the number of days of delay.

9.4 Payment

a) Payment for Equipment and Materials after delivery to the Site:

- (i) Within 20 (*twenty*) days from the date the goods arrive at the Site, are inspected and accepted, with advance payment recovery deducted at the applicable rate, and after Party A receives Party B's payment dossier (as evidenced by the dossier handover record), Party A shall pay Party B up to 70% of the value of the Equipment and Materials (including VAT) (including installation costs) at the unit prices specified in the "Total Unit Price" column of BOQ 1.1 – Detailed Schedule of Contract Value, after deducting advance payments, previous payments, penalties, compensation for damages (if any), and other financial obligations payable by Party B to Party A under this Contract.
The Equipment and Materials eligible for payment upon delivery to the Site are specified in the column "Equipment and Materials Payable upon Delivery to the Site" of BOQ 1.1 – Detailed Schedule of Contract Value. The maximum number of payments shall be one (1).
- (ii) Within 05 (*five*) Working Days from the date the Equipment and Materials are delivered to the Site and accepted by Party A, Party B shall prepare and submit the payment dossier to Party A for approval and payment.

b) Payment after completion of installation and acceptance:

- (i) Within 10 (*ten*) Working Days from the date the Parties sign the Record confirming the quantity of Works completed by Party B, Party B shall submit a complete payment dossier to Party A in accordance with the List of Documents for Advance Payment/Payment/Final Account. Within 10 (ten) Working Days from the date Party A receives the complete and valid payment request dossier from Party B in accordance with the List of Documents for Advance Payment/Payment/Final Account (except for the VAT invoice, which shall be provided by Party B after Party A approves the payment value), Party A shall inspect, respond to, or approve Party B's payment dossier. If Party A determines that Party B's payment dossier contains errors or omissions requiring supplementation or adjustment, Party A shall notify Party B in writing of all such requirements for adjustment or supplementation. Party B shall clarify, supplement and provide explanations regarding the payment dossier in accordance with Party A's requirements, if any. The period during which Party B clarifies, explains and supplements documents shall not be counted toward the period for Party A to inspect and confirm payment to Party B. Party A shall have the right to temporarily withhold the value of any portion of the Works for which Party A considers that Party B has not provided complete and appropriate documents and supporting records as required or as previously agreed by the Parties (directly related only to such portion of the Works). Payment dossiers that have not been approved shall be retained by Party A and further processed upon Party A's receipt of sufficient documents and explanations from Party B.

- (ii) Party A shall pay Party B up to 85% of the value of the completed Works within 20 (*twenty*) days after Party B completes the installation and the Works are accepted, after Party B prepares and submits the payment dossier and Party A receives the complete and valid payment dossier from Party B (as evidenced by the dossier handover record), and after deducting advance payments, previous payments, penalties, compensation for damages (if any), and other financial obligations payable by Party B to Party A under this Contract. The number of payments shall be one (1).
- (iii) When the accepted value of completed Works reaches 85% of the Contract Value, Party A shall suspend further payments to Party B. Party B shall prepare and submit the Final Account dossier to Party A for approval and payment of the Final Account Value.
- c) **Payment dossier shall include:** Value documentation and quality documentation, with the quantities of originals/copies/photocopies specified in detail in the attached List of Documents for Advance Payment/Payment/Final Account.

9.5 Final Account

Within 30 (*thirty*) Working Days from the date the Acceptance and Handover Record for Completed Works and Commissioning for Use is confirmed by the Parties in accordance with the Contract, or upon completion of a stage-based final account, Party B shall submit to Party A the required number of original and copy sets of the Contract Final Account dossier, together with documents prepared in accordance with the form approved by Party A, including the following:

- a) Value documentation and quality documentation, with the quantities of originals/copies/photocopies specified in detail in the attached List of Documents for Advance Payment/Payment/Final Account.
- b) Other documents as agreed in the Contract and as required by Party A and/or competent authorities. The time required to prepare these documents shall be added to the time limit for submission of the Contract Final Account dossier.
- c) Party A shall inspect Party B's Final Account dossier within 30 (*thirty*) Working Days from the date of receipt of the complete Final Account dossier as stated above. Party A shall have the right to request Party B to revise the Final Account dossier only once (if any). After Party A requests revisions, if Party B fails to revise the dossier, or revises it but the revised dossier does not satisfy Party A's requirements, Party A shall have the right to refuse payment until Party B completes the Final Account dossier. Within 45 Working Days after Party A approves Party B's Final Account dossier (as evidenced by the dossier handover record), Party A shall pay Party B 100% (*one hundred percent*) of the Final Account Value, after deducting the following amounts: advance payments, previous payments, compensation for damages, penalties for violations of the Contract, and other amounts payable or refundable by Party B under this Contract (if any).
- d) If Party B's submission of the Final Account dossier is delayed for more than 45 (*forty-five*) days from the effective date of the Acceptance and Handover Record for Completed Works and Commissioning for Use without justification, Party A shall unilaterally prepare the final account, and Party B shall accept Party A's final account figures. Party B shall also bear the cost of preparing the Final Account dossier equal to 15% of the Final Account Value. The period for completion of the Contract final account shall not exceed 90 (*ninety*) days from the date of signing the Acceptance and Handover Record for Completed Works and Commissioning for Use.
- e) The quantity and forms of the Final Account dossier shall comply with applicable regulations and shall be provided by Party A.

9.6 Payment of Retained Amounts

- a) Party A shall pay all retained amounts to Party B (if any) when there are sufficient grounds for determining the value of each payment and Party B has fulfilled its warranty obligations for the Works in accordance with Article 7.7 [Warranty and Maintenance of the Works].

- b) Party A shall pay all retained amounts to Party B (if any) within 15 (fifteen) days from the date Party A receives Party B's valid payment request dossier (as evidenced by the dossier handover record).
- c) The payment dossier shall include: written payment request; Record confirming completion of warranty obligations, certified by Party A's personnel; and Deduction Value Statement (if any).

ARTICLE 10. RIGHTS AND OBLIGATIONS OF PARTY A

In addition to the other rights and obligations of Party A provided for in this Contract and by Law, Party A shall have the following rights and obligations:

10.1. Rights of Party A

In addition to the other rights provided for in the Contract, Party A shall have the following rights:

- a) To inspect the quality of Party B's performance of the Works during the performance of the Contract.
- b) To refuse to accept construction products that fail to meet the quality requirements under the Contract.
- c) To suspend construction and require remedial measures where Party B performs construction in violation of regulations on construction quality, occupational safety, environmental protection, and fire and explosion prevention.
- d) To refuse payment for the value of Work quantities that fail to meet quality requirements or for unreasonable additional Work quantities that have not been approved by Party A prior to performance.
- e) To suspend performance of or terminate the Contract in accordance with the provisions of the Contract.
- f) To impose contractual penalties on Party B in accordance with the provisions of the Contract.
- g) To deduct any amount owed or to become owed by Party B from the payment amount and/or the Performance Bond and/or the Warranty Guarantee of Party B.
- h) To unilaterally reduce Party B's Work quantities to ensure the progress and quality of the Works if Party A determines that Party B shows signs of delay or failure to ensure the quality of the Works and Party A has issued a written warning to Party B. In such case, Party A shall have the right to transfer the reduced Work quantities and corresponding value to another party for performance. The Contract Value shall be recalculated and the corresponding payment amount shall be deducted upon final account settlement by the Parties.
- i) To require Party B to replace any officer or employee if such officer or employee is considered to be poorly managed, incompetent, negligent, or in violation of the Law. In such case, Party B shall appoint a replacement to ensure the Project schedule within 02 days from the date Party A issues a written request.
- j) To require Party B to replace any Construction Equipment showing signs of being unsafe or considered unsuitable for the requirements of the Project.
- k) During the performance of the Contract, Party A shall have the right to request Party B in writing to make any change, addition or omission to any part of the Works. In such case, Party B shall submit to Party A a list of the Works to be performed, the implementation schedule, and any changes to the Contract Value.
- l) To require Party B to repair and remedy errors, defects and violations during the construction and warranty periods of the Works. If Party B fails to complete such repair or remedy, Party A shall have the right to engage a Third Party to carry out such repair or remedy without notifying Party B. Party A shall have the right to recover the amount paid to the Third Party by independently selecting any of the following recovery methods: (i) deducting such amount from the next payment to Party B; (ii) requesting the bank issuing the Performance Bond and/or Warranty Guarantee (if any) to pay such amount to Party A; (iii) sending a written request to Party B to pay such amount within 07 days from the date Party A sends the notice

to Party B; or (iv) immediately withholding any assets of Party B (machinery, equipment, Materials, construction materials, other assets, etc.) at the Site having a value equivalent to the amount Party A needs to recover from Party B until Party A receives the full amount to be recovered.

- m) At the same time, Party B shall indemnify and release Party A from all obligations and liabilities for any damage to or depreciation in value of the assets so withheld due to climate, weather, passage of time or other physical impacts that are not caused intentionally by Party A. In all circumstances, if Party A has not fully recovered such amount, Party B shall pay Party A interest on the amount to be recovered, calculated from the date Party A pays such amount to the Third Party until the date Party A receives the full amount to be recovered, at the 12-month VND corporate lending interest rate of the Joint Stock Commercial Bank for Foreign Trade of Vietnam.
- n) To inspect Party B's warehouses and storage areas serving the construction of the Works at any time without prior notice to Party B, in order to determine whether the Materials used by Party B for construction are correct and sufficient in accordance with the approved Design Documents or as otherwise agreed by the Parties.
- o) To approve or reject the Site Manager appointed by Party B to perform this Contract. Party A shall have the right to require Party B to replace the Site Manager where Party A considers that the Site Manager's conduct has resulted in a breach of this Contract and/or that the Site Manager lacks the necessary competence, fails to perform the assigned duties in accordance with the assigned responsibilities/personnel organization chart, or violates the Law.
- p) To require Party B to respond to and resolve complaints relating to the performance of the Works that may result in violations, delays to the schedule, or failure to satisfy the requirements applicable to any part of the Works performed by Party B.
- q) Unless otherwise agreed by Party A, after 03 (three) days from the date Party B completes the Works or after 10 (ten) days from the date Party B is required to complete all Works under the Contract, if Party B has still failed to proactively request Party A to coordinate the handover of the Works to Party A, Party A shall nevertheless have the right to use all results of the Works performed/completed by Party B at the Site without any compensation to Party B.
- r) Other rights in accordance with the Law.

10.2. Obligations of Party A

In addition to the other obligations provided for in the Contract, Party A shall have the following obligations:

- a) To hand over the construction Site to Party B for management and use in accordance with the schedule and agreements under the Contract.
- b) To appoint and notify Party B in writing of the key personnel participating in the management and performance of the Contract.
- c) To timely provide Party B with the Design Documents and other relevant documents necessary for Party B to perform the Works in accordance with the Contract.
- d) To organize supervision of the construction of the Works/Work items.
- e) To inspect Party B's measures for occupational safety, environmental protection, and fire and explosion prevention.
- f) To conduct acceptance, payment and final account settlement of the Contract within the time limits specified in the Contract.
- g) To promptly review and approve in writing proposals related to the design and construction submitted by Party B during the construction of the Works/Work items.
- h) To arrange personnel to receive and take over the assets upon Party B's completion of construction and installation Works at the Site.
- i) To arrange personnel to receive operational guidance and handover training from Party B.

j) To provide the relevant legal documents for Party B to carry out procedures for obtaining environmental registration.

k) Other obligations in accordance with the Law.

10.3. Powers of Party A's Project Management Unit

a) To directly supervise, organize supervision, inspect and confirm the Works, and sign acceptance records within its authority; receive information from Party B; and coordinate with Party B in handling issues and difficulties arising during the performance of the Contract.

b) To directly direct, guide, urge and coordinate the activities of Party B and other Contractors at the Site.

c) To refuse to accept or confirm, or propose non-payment for, any part of the Works and/or documents that fail to satisfy the requirements under the Contract.

d) To require suspension of construction of the Works when it discovers that Party B is performing construction contrary to the Design Documents, procedures, technical regulations or approved Construction Methodology, or that construction fails to ensure quality, may cause occupational safety risks, or involves the use of materials, Materials or equipment that do not comply with the requirements of the Contract.

e) Other powers approved or authorized by Party A to ensure that Party B fulfills its obligations and responsibilities in accordance with the Contract and the Law.

ARTICLE 11. RIGHTS AND OBLIGATIONS OF PARTY B

11.1. Rights of Party B

In addition to the other rights provided for in the Contract, Party B shall have the following rights:

a) To propose to Party A additional Work quantities outside the scope of the Contract; to refuse to perform Works outside the scope of the Contract that have not been agreed upon by the Parties, as well as any unlawful requirements of Party A.

b) To change the Construction Methodology after obtaining Party A's approval in order to accelerate the schedule and ensure the quality, safety and efficiency of the Works/Work items, provided that such changes do not alter the signed Contract Value.

c) To receive handover of the construction Site for the Works/Work items within the scope of the approved Design Documents for the performance of the Contract.

d) To request Party A to make payments in accordance with the provisions of the Contract.

e) Other rights in accordance with applicable Law.

11.2. Obligations of Party B

In addition to the other obligations provided for in the Contract, Party B shall have the following obligations:

a) The Contractor undertakes that it has full capacity, satisfies all conditions and has the appropriate business lines as required by Law, and has obtained all necessary internal approvals/authorizations in accordance with the Contractor's internal regulations for entering into and performing the Contract.

b) To provide sufficient personnel, Materials, machinery, Construction Equipment and other relevant physical conditions in terms of quantity and type necessary to perform the Works in accordance with the signed Contract. Party B shall be fully responsible for all of its Construction Equipment during the performance of the Works. Once brought to the Site, Party B's Construction Equipment shall be used exclusively for construction purposes. Party B shall not remove any major item of Construction Equipment from the Site without Party A's consent.

c) Party B shall be deemed to have inspected and examined the Site and the areas surrounding the Site and to have properly and fully taken into account the Site conditions in determining the Contract Value, including the following:

(i) The topography, construction Site and other Site conditions.

- (ii) The extent and nature of the Works and the Materials and Construction Equipment required for construction and remedying defects.
 - (iii) Legal regulations on labor and insurance.
 - (iv) Party B's requirements regarding access roads, accommodation, transportation, personnel, traffic conditions, water and other services necessary to ensure Party B's performance of the Contract.
- d) To receive and manage the construction Site and preserve the centerlines, elevations and boundaries of the Works.
 - e) To fully construct the Works/Work items in accordance with the construction Design Documents approved by Party A and in compliance with the Technical Specifications, Project standards, regulations and construction standards, ensuring quality, schedule, safety, environmental protection and fire and explosion prevention.
 - f) To manage its workers at the Site and ensure safety and security and public order, without causing adverse impacts on surrounding residential areas.
 - g) To prepare the Construction Methodology, as-built documents, and participate in acceptance of the Works/Work items.
 - h) To prepare and notify Party A and relevant parties of Party B's quality management system, objectives and quality assurance policy for the Works/Work items. Party B's quality management system for the Works shall be appropriate to the scale of the Works/Work items and shall clearly specify the organizational structure and responsibilities of each department and individual for quality management of the Works/Work items undertaken by Party B.
 - i) To ensure that Materials and equipment supplied by Party B have origins and sources in accordance with the requirements of the Contract Documents. If, at the time of placing an order, any material specified in the signed Contract has been discontinued or its model/design has been changed, the Contractor shall submit a proposal for adjustment together with complete supporting documents for Party A's consideration and approval. Any proposed replacement material shall have an equivalent or higher quality grade than the material specified in the signed Contract and must be approved by Party A. Party A shall have the right to inspect and approve the value of the material where the adjustment/change differs from the signed Contract.
 - j) To be responsible for the construction quality of the Works/Work items undertaken by Party B.
 - k) To handle and remedy any errors or quality defects arising during construction of the Works/Work items (if any).
 - l) During construction, not to damage existing structures as a result of moving machinery across the Site. If Party B causes any damage, Party B shall repair/remedy such damage and bear all resulting costs.
 - m) To coordinate with other Party B contractors performing construction at the Site.
 - n) To maintain the construction log for the Works/Work items in accordance with applicable regulations.
 - o) To submit the Performance Bond, Advance Payment Guarantee and Warranty Guarantee in accordance with the provisions of the Contract.
 - p) Party B shall keep confidential all information relating to the Contract and/or any information or documents received by Party B from Party A during the performance of the Contract (hereinafter referred to as "Confidential Information"). Any disclosure by Party B of Confidential Information in Party B's documents, website or mass media and/or through any other means or method shall require Party A's prior written consent or shall only be made as required by Law.
 - q) To comply with the quality management procedures for the Works and safety procedures during construction issued by Party A.

- r) To clean up the Site and hand over the Works/Work items in accordance with the Contract after completion of construction.
- s) To train, instruct and disseminate occupational safety regulations to its workers; provide workers with all required personal protective and occupational safety equipment; and assume full responsibility for occupational safety with respect to its personnel, experts and guests. Party B shall immediately report to Party A and take necessary measures in accordance with applicable regulations upon occurrence of any safety incident.
- t) Party B shall bear all costs and fees for travel by Party B's officers and employees and for transportation of equipment, machinery, goods, Materials and construction materials serving the construction of the Project and the Site for Party B's Works.
- u) To purchase insurance for machinery and Construction Equipment, personal accident insurance and Third Party insurance in accordance with the Contract and applicable Law. To bear all risks relating to Materials until Party A takes over the Works.
- v) Not to transfer or assign any part or all of its rights and obligations under the Contract to any Third Party, except with Party A's prior written consent.
- w) Restoration and clearance of the Site:
 - (i) After receiving the Acceptance and Handover Record for Completed Works and Commissioning for Use or upon termination of the Contract under Article 15.2(a) and Article 16.2(a), Party B shall remove from the Site all Construction Equipment, surplus Materials, waste and remaining temporary works at the Site.
 - (ii) If Party B fails to perform the works specified in item (i) of this Clause 11.2(w) within 7 (seven) Days from the date Party A issues the Acceptance and Handover Record for Completed Works and Commissioning for Use or from the date of Contract termination, Party A may sell or dispose of such items. Party A shall be entitled to recover the costs incurred in selling, disposing of or storing such items at the Site. Any proceeds from the sale of such items, after deduction of the costs paid by Party A, shall be returned by Party A to Party B. If the proceeds are less than the costs paid by Party A, Party B shall pay the difference to Party A within the period specified by Party A. If Party B fails to pay such costs, Party A shall directly deduct them from the warranty amount in accordance with this Contract.
- x) Party B undertakes that all obligations for which Party B is responsible to pay and/or reimburse Party A under this Contract (if any) shall be paid to Party A within the period required by Party A. In case of late payment, Party B shall pay late payment interest at the 12-month VND corporate lending interest rate applied by the Joint Stock Commercial Bank for Foreign Trade of Vietnam at the time of late payment, calculated on the outstanding amount and the number of days of delay.
- y) To ensure lawful ownership of Materials, equipment, machinery and vehicles during the performance of the Contract. The machinery and equipment shall not be subject to any pledge, mortgage or other security interest, nor be subject to any dispute affecting Party B's right to perform construction under this Contract. To ensure that the machinery and equipment are suitable and qualified for construction and to bear all risks relating to such Materials, equipment, machinery and vehicles.
- z) Other obligations in accordance with applicable Law.

11.3. Party B's Personnel

- a) Party B's personnel shall have the professional qualifications, skills and experience appropriate to the requirements of the Works under the Contract. Party A shall have the right to require Party B to dismiss any personnel at the Site, including Party B's Representative, if such person: has an improper or careless attitude; lacks competence; fails to comply with any provision of the Contract; engages in conduct that endangers the safety or health of other persons at the Site; or fails to protect the environment. In such case, Party B shall appoint (or be required to appoint) another suitable person as a replacement.

- b) The number of management personnel, technical personnel and construction workers at the Site shall be registered with Party A. Such personnel shall be fully informed of Party A's regulations and internal rules applicable when working and performing construction at the Site and shall be provided with all occupational safety and personal protective equipment as required by Law. Party B's brand name/logo shall be printed or affixed at clearly identifiable positions on the personal protective equipment.
- c) Party B's personnel shall not be accommodated or reside at the Site. Party B shall at all times ensure order and safety for persons and property at the Site.

11.4. Reports on Party B's Personnel and Equipment

Party B shall submit to Party A detailed information on the minimum number of personnel and major equipment to be deployed by Party B at the Site in accordance with the construction schedule.

11.5. Cooperation

- a) Party B shall be responsible for cooperating in the performance of the Works with Party A's personnel and other Party B contractors engaged by Party A.
- b) Services for such other Party B contractors may include the use of Party B's equipment, temporary works, or provision of access roads to the Site and shall be Party B's responsibility. If such services give rise to costs outside the Contract Value, the Parties shall consider and agree on the additional costs.
- c) Party B shall be responsible for its construction activities at the Site and shall coordinate its activities with those of other Party B contractors to the extent (if any) expressly specified in Party A's bidding documents (or request for proposals).

11.6. Setting Out of Reference Points

- a) At its own cost, Party B shall set out the Works based on the reference points and elevations specified in the Contract. Party B shall be responsible for correctly setting out all components of the Works and shall rectify any errors in the location, elevation, dimensions or alignment of the Works.
- b) Party A shall be responsible for any errors in the provision of information relating to the above items or the reference data (reference points, alignments and benchmark elevations), but Party B shall verify their accuracy before using them.

11.7. Site Conditions

The Contractor shall be deemed to have inspected and examined the Site and the areas surrounding the Site and to have properly and fully taken into account the Site conditions in determining the Contract Value, including:

- a) The topography, construction Site and other Site conditions.
- b) The extent and nature of the Works and the Materials and Construction Equipment required for construction and remedying defects.
- c) Legal regulations on labor.
- d) The Contractor's requirements regarding access roads, accommodation, transportation, personnel, traffic conditions, water and other services.

11.8. Access Roads and Means of Transportation

- a) Party B shall bear all costs and fees for any rights of way, whether dedicated or temporary, required by Party B, including access to the Site. Party B shall also provide, at its own risk and cost, any other means of transportation outside the Site required for the Works.
- b) Party B shall use its best efforts to avoid damage to roads or bridges arising from Party B's use of or travel on them. Such efforts shall include the proper use of appropriate vehicles and routes.
- c) Unless otherwise provided, under these conditions and terms:
 - (i) Party B shall not use or occupy the entire carriageway or sidewalk, whether public or under the control of Party A or any other person.

- (ii) As between the Parties, Party B shall be responsible for repairs if Party B causes damage while using such roads or routes.
- (iii) Party B shall provide the necessary signs and directional signs along the routes and shall obtain permits if required by the relevant authorities for the use of such routes, signs or directional signs.
- (iv) Party A shall not be responsible for any claims that may arise from the use of or other matters relating to such routes.
- (v) Party A does not warrant the suitability or availability of any particular routes.
- (vi) Any costs arising from the unsuitability or unavailability of routes for Party B's intended use shall be borne by Party B.

11.9. Transportation of Materials and Equipment

Unless otherwise provided:

- a) Party B shall notify Party A no later than 03 (three) days before the date on which any Materials or equipment are transported to the Site, including packaging, loading, transportation, receipt, unloading, storage and protection of such Materials and equipment.
- b) Party B shall indemnify and hold Party A harmless against any damage, loss or costs (including fees and legal costs) arising from the transportation of Party B's Materials and equipment.

11.10. Party B's Equipment

- a) Party B shall use its equipment in accordance with the Construction Methodology approved by Party A.
- b) Party B shall be responsible for all of its equipment. Once brought to the Works, Party B's equipment shall be used exclusively for construction of the Works. Party B shall not remove any major item of equipment from the Site without Party A's consent. However, Party A's consent shall not be required for vehicles transporting Materials, equipment or Party B's personnel out of the Site.

11.11. Party B's Activities at the Site

- a) Party B shall limit its activities to the Site and any additional areas obtained by Party B and approved by Party A as working areas. Party B shall exercise due care to ensure that its equipment and personnel operate only within the Site and additional areas and do not encroach upon adjacent areas. During construction of the Works/Work items, Party B shall keep the Site free from unnecessary obstructions and shall properly store or arrange its surplus equipment and Materials. Party B shall remove waste and dismantle temporary works from the Site when they are no longer required.
- b) To maintain security and public order within the Site; register temporary residence and temporary absence in accordance with Law; obtain all permits required for construction; implement measures to support and protect adjacent structures during construction; provide lighting systems to ensure safety; erect perimeter fencing and implement dust-control covering measures as required; and provide security personnel for the Works until completion and handover. Party B shall provide the temporary facilities necessary for performance of the Works, including roads, pedestrian routes and guard stations. Party B shall be responsible for compensating for any loss or damage to adjacent or neighboring structures and houses if such loss or damage is caused by construction activities.
- c) During construction and the warranty period, Party B shall not damage surrounding facilities, including but not limited to adjacent structures, clean water supply systems, drainage systems, lighting systems, electrical systems, communication lines, roads, residential houses, etc. If Party B causes personal injury or property damage to Party A or any Third Party, Party B shall be responsible for repair and compensation and shall proactively resolve any resulting difficulties or disputes. If Party B fails to resolve the matter, or if Party A considers that the matter affects Party A's interests or reputation, Party A shall have the right to engage a qualified Third Party inspection/assessment organization to assess the damage as a basis for

resolving the matter, and Party A shall advance the costs of such resolution. All compensation costs, costs of engaging a Third Party for inspection and assessment, and other related costs shall be borne by Party B and deducted from Party A's next payment to Party B. Party B unconditionally accepts and agrees to Party A's handling of the matter as described above and undertakes not to make any complaint, inquiry or legal claim. If the amount payable by Party B to Party A exceeds the remaining amount payable by Party A to Party B, Party B shall immediately reimburse Party A from other funds of Party B within 10 days from the date Party B receives Party A's notice.

- d) Where Party B's construction Work is related to Work items performed by other entities, Party B shall coordinate with such entities to resolve relevant matters and ensure the progress and quality of the Works.
- e) To restore the Site and remove Materials, machinery, equipment, surplus materials, waste, temporary works and its other property from the Site within 07 (seven) days from the date the Works are accepted and handed over or the Contract is terminated in accordance with the Contract. Party B shall leave the Site in a clean and safe condition. However, during the defect notification period, Party B may leave at the Site the Materials and equipment necessary for Party B to fulfill its obligations under the Contract.
- f) If, after the above deadline, any of these items have not been removed from the Site, Party A may sell or dispose of such items. Party B shall pay Party A all costs incurred in selling, disposing of or storing such items at the Site. After offsetting the proceeds from the sale of such items against the relevant costs, any remaining amount shall be paid to Party B. If the proceeds are less than the costs paid by Party A, Party B shall pay the additional costs to Party A.

ARTICLE 12. PARTY B'S PERSONNEL

- 12.1. Party B may enter into subcontracts but shall submit the proposed subcontractor to Party A for review and approval before engaging such subcontractor. [A1] [GHL2] The information and documents relating to the Subcontractor shall be subject to the approval of Party A, the Project Management Unit, the Construction Supervision Consultant or other entity authorized by Party A. For labor subcontractors specifically, Party B is not required to obtain Party A's prior approval but shall only notify Party A of the information and documents relating to such Subcontractor in accordance with Clause 12.4 of this Article.
- 12.2. Entering into a subcontract shall not relieve Party B of its responsibilities and obligations under the Contract. Party B shall be responsible for any violations by its Subcontractors as if such violations had been committed directly by Party B.
- 12.3. Where additional or replacement Subcontractors are required to better ensure the quality, price and schedule of the Works under the Contract, Party B shall notify Party A and obtain Party A's approval.
- 12.4. Party B shall notify Party A of the schedule and list of all Subcontractors working at the Site, together with the list of representatives of the Subcontractors working at the Site (including labor subcontractors).
- 12.5. Party B shall ensure that its Subcontractors comply with the obligations that Party B has undertaken to Party A under this Contract.
- 12.6. Subcontractors Nominated by Party A
 - a) Subcontractors nominated by Party A to perform certain specialized portions of the Works requiring high technical expertise or where Party B fails to meet the required Contract performance schedule.
 - b) Party B shall have the right to reject a nominated Subcontractor if the Works being performed by Party B continue to comply with the agreements under the Contract or if Party B has sufficient grounds and supporting evidence to demonstrate that the nominated Subcontractor fails to satisfy the Contract requirements, provided that Party B notifies Party A of such rejection in writing.

- c) If Party B does not reject the nominated Subcontractor, Party A may make direct payments to the nominated Subcontractor based on Party B's payment proposal or pursuant to a written agreement among the Parties.

ARTICLE 13. RESPONSIBILITIES OF THE CONSULTANT

13.1. The Consultant shall perform the tasks assigned by Party A under the consultancy contract entered into between Party A and the Consultant and in accordance with Law, specifically:

- a) To manage and/or supervise the quality and progress of the Works.
- b) The Consultant shall have no authority to amend the Contract.
- c) To certify quality and quantity documents for the Contractor:
 - (i) The time for the Consultant to inspect and certify the quality and quantity documents submitted by the Contractor for payment procedures shall be 3 (three) Working Days from receipt of a complete set of documents.
 - (ii) The time for the Consultant to inspect and certify the quality and quantity documents submitted by the Contractor for final settlement procedures shall be 07 (seven) Working Days from receipt of a complete set of documents.
 - (iii) The Consultant shall be entitled to amend the quality and quantity documents only once, if any, for each inspection.
- d) Unless otherwise provided in the Contract:
 - (i) The Consultant shall have no authority to reduce or waive any task, obligation or responsibility of either Party under the Contract.
 - (ii) Any approval, inspection, certification, consent, review, supervision, notice, request, testing, or similar action by the Consultant (including any failure to object) shall not release the Contractor from any responsibility under the Contract, including responsibility for errors, omissions, inconsistencies and non-compliance.

13.2. If Party A does not engage a Consultant at the Site and/or for the Project, Party A may directly perform the Consultant's tasks. In such case, the procedural documents requiring the Consultant's certification shall be performed by Party A.

13.3. In the event Party A changes the Consultant, Party A shall notify Party B at least 05 days before the expected date of such change.

ARTICLE 14. OCCUPATIONAL SAFETY, ENVIRONMENTAL PROTECTION, FIRE AND EXPLOSION PREVENTION, ELECTRICITY, WATER, OTHER UTILITIES AND SITE SECURITY

14.1. Occupational Safety

- a) Party B shall establish safety measures for the equipment, property and persons of Party B, Party A and Third Parties. Safety measures and occupational safety rules shall be publicly displayed at the Site for all persons to know and comply with. Dangerous locations at the Site shall be provided with personnel to give guidance and warnings against accidents.
- b) Party B shall regularly inspect and supervise occupational safety at the Site and shall be legally responsible for any violation of occupational safety requirements within its management scope.
- c) At its own cost, Party B shall train, instruct and disseminate occupational safety regulations to its personnel. For certain Works subject to strict occupational safety requirements, Party B's personnel shall possess occupational safety training certificates.
- d) At its own cost, Party B shall provide adequate personal protective and occupational safety equipment to its personnel.
- e) In the event of an occupational safety incident, Party B and the relevant parties shall organize handling of the incident and report it to the competent state occupational safety management authority in accordance with Law. At the same time, Party B shall be responsible for remedying and compensating any losses suffered by Party B as a result of Party B's failure to ensure occupational safety.

14.2. Environmental Protection

- a) Party B shall implement environmental protection measures for workers at the Site and protect the surrounding environment, including measures for dust control, noise control, waste treatment and site cleaning. Party B shall implement covering measures and collect and transport waste to designated locations.
- b) During transportation of construction Materials and waste, Party B shall implement appropriate covering measures to ensure safety and environmental sanitation.
- c) Party B shall inspect and supervise the implementation of environmental protection measures for construction and shall be subject to inspection and supervision by the competent state environmental authorities. If Party B fails to comply with environmental protection regulations, Party A and the competent state environmental authorities shall have the right to suspend the Works and require Party B to implement proper environmental protection measures. In such case, Party B shall be legally responsible and compensate for damage caused by its fault.
- d) If any acts causing environmental harm occur during construction of the Works, Party B shall be legally responsible and compensate for damage caused by its fault.

14.3. Fire and Explosion Prevention

All Parties participating in this Contract shall comply with legal regulations on fire and explosion prevention.

14.4. Electricity and Water at the Site

- a) Party B shall be responsible for providing electricity, water and other services required by Party B for construction.
- b) Party B shall comply with all regulations governing the use of electricity, water and other utilities at the Site and shall pay for such use.
- c) Party B shall have the right to use electricity, water and other services that may be available at the Site for construction of the Works/Work Items, where the relevant details and prices have been specified in Party A's requirements. Party B shall be responsible for protecting the electricity and water sources used for construction. At its own risk and cost, Party B shall provide the machinery and equipment necessary to use such services and to measure the quantities consumed.

14.5. Site Security

- a) Party B shall bear all responsibility for security and public order at the Site during performance of the Works in accordance with the Contract. Party B shall comply with the instructions and directions of Party A, Party A or the Consultant on this matter.
- b) Party B shall be responsible for controlling access to the Site by unauthorized persons.
- c) Persons authorized to enter the Site shall include personnel of Party B, personnel of Party A and other persons notified by Party A (or its representative) to Party B.

ARTICLE 15. SUSPENSION OF PERFORMANCE OF THE CONTRACT

15.1. Suspension of Performance of the Works by the Parties

- a) Either Party shall have the right to suspend performance of the Contract if any of the following occurs:
 - (i) A Force Majeure Event in accordance with Article 18 of the Contract;
 - (ii) At the request of a competent state authority;
 - (iii) A change in Law that directly affects performance of the Contract;
 - (iv) Any case specified in Article 15.2 [Suspension of Performance of the Works by Party A] and Article 15.3 [Suspension of Performance of the Works by Party B] of this Contract;
 - (v) By agreement between the Parties.
- b) The Party requesting suspension shall give written notice to the other Party at least 02 (two) Working Days before the suspension, specifying the reason for suspension and any other requirements, if any.

15.2. Suspension of Performance of the Works by Party A

- a) Party A may decide to suspend performance of the Works in the cases specified in Article 15.1 and/or where Party B fails to satisfy the requirements regarding quality, occupational safety, environmental protection or progress of the Works under the Contract. In such case, Party A shall have the right to suspend all or part of Party B's Works and require Party B to remedy defects within a specific period stipulated by Party A. Party B shall also compensate Party A for damage caused by the suspension of the Works.
- b) Party A shall give Party B written notice at least 02 (two) Working Days before the suspension, specifying the reason for suspension and any other requirements, if any.
- c) After Party A approves or instructs the resumption of the Works, the Parties shall jointly inspect the Works, equipment and Materials affected by the suspension. At its own cost, Party B shall repair any deterioration, damage or loss to the Works, equipment or Materials occurring during the suspension period.

15.3. Suspension of Performance of the Works by Party B

- a) Party B may suspend its Works in the cases specified in Article 15.1 and/or where Party A fails to make payments under the Contract for more than 30 (thirty) Working Days from the due date, provided that Party B has submitted complete quality management and payment documents in accordance with this Contract.
- b) After Party A fulfills its obligations under the Contract, the Contractor shall immediately resume normal performance of the Works. If the Contractor fails to resume the Works within 01 (one) day from the date of receipt of Party A's payment, the Contractor shall be deemed to have breached the Contract schedule and shall be subject to penalties in accordance with this Contract.
- c) Party B shall give Party A written notice at least 02 (two) Working Days before the suspension, specifying the reason for suspension and any other requirements, if any.

ARTICLE 16. TERMINATION OF THE CONTRACT

16.1. Unilateral Termination of the Contract by Party A

- a) Party A shall have the right to terminate the Contract upon occurrence of any of the following:
 - i) Party B, without legitimate reason, fails to perform the Works under the Contract for 03 (three) consecutive days after Party A/PMU/Party A's Representative has issued a notice requiring performance of such Works;
 - ii) Party B delays completion of the Works by more than 10 (ten) days [PK1] [D2] [GHL3] [PK4] compared with the deadline committed under the Contract without an extension approved by Party A;
 - iii) After receiving Party A's notice of suspension of the Works, Party B fails to remedy the breach within 05 days from the date of receipt of Party A's notice;
 - iv) Party B engages a Subcontractor to perform the Works or assigns/transfers its rights and obligations under the Contract to a Third Party without Party A's prior written consent;
 - v) Party B becomes bankrupt or insolvent, is closed down, placed under asset administration, required to negotiate with creditors, or continues business under the supervision of an administrator, authorized person or manager for the benefit of creditors, or any action or event occurs under applicable Laws having a similar effect on such activities or events;
 - vi) Party B violates the anti-corruption and anti-bribery provisions specified in Article 21 of the Contract;
 - vii) Party B breaches other obligations under the Contract and fails to remedy such breach within the period required by Party A;
 - viii) Party B breaches its obligations under this Contract and the aggregate contractual penalties exceed 12% of the Contract Value;

- ix) Where Party A no longer has a need to continue performing the Works, Party A shall have the right to unilaterally terminate this Contract by giving Party B at least 03 (three) Working Days' prior notice before the termination date;
- x) Other cases stipulated in this Contract and by Law.
- b) If any of the cases specified in Article 16.1(a) above occurs, Party A may terminate the Contract by giving Party B at least 03 (three) Working Days' prior notice. The Contract shall automatically terminate upon such notice. However, in the cases specified in items (iv), (v), (vi) and (viii) of Clause 16.1(a), Party A may notify Party B of immediate termination of the Contract.
- c) Consequences of termination of the Contract:
 - i) Party B shall immediately cease all Works and leave the Site, or Party A shall have the right to remove Party B/Party B's personnel from the Site if necessary. Party B shall immediately comply with Party A's reasonable instructions to protect life, property and the safety of the Works;
 - ii) Party B shall hand over to Party A the Materials for which Party A has made payment and return to Party A all documents, facilities and Materials provided by Party A for performance of the Works;
 - iii) Party B shall remove all Materials and construction materials from the Site, except those necessary for safety purposes and for leaving the Site;
 - iv) Party A shall have the right to complete the Works itself or allow other entities to enter and perform the Works. Party A and such entities may use any Materials, construction materials and documents of Party B;
 - v) Party A shall determine the portion of the Works completed by Party B and eligible for acceptance and payment to Party B, and deduct therefrom any debts, costs arising from damage or loss borne by Party A, compensation amounts and contractual penalties. If, after set-off, the amount payable or refundable by Party B to Party A, if any, exceeds the amount payable by Party A to Party B under this Contract, Party B shall pay the outstanding balance to Party A within the period required by Party A. If Party B makes late payment beyond the period required by Party A, Party B shall pay late-payment interest at the 12-month VND corporate lending interest rate applied by Joint Stock Commercial Bank for Foreign Trade of Vietnam at the time of late payment, calculated on the amount and number of days of delay.
 - vi) Party A may withhold further payments to Party B until Party B completes and remedies any defects and damage caused by delays during the period for completion of the Works, if any.
 - d) The Parties agree that unilateral termination of the Contract by Party A shall not affect any other rights of Party A under the Contract.

16.2. Unilateral Termination of the Contract by Party B

- a) Party B shall have the right to unilaterally terminate the Contract if:
 - i) Suspension of the Works continues for more than 56 (fifty-six) days due to Party A's fault without legitimate reason;
 - ii) Provided that Party B has fully satisfied the conditions for payment, Party A breaches its payment obligations for more than 30 days on more than 03 (three) occasions without legitimate reason;
 - iii) Party A becomes bankrupt, insolvent, is closed down, placed under asset administration, required to negotiate with creditors, or continues business under the management of a trustee or representative for the benefit of creditors, or any action or event occurs under applicable Laws having a similar effect on such actions or events.
- b) In any of the cases specified in Article 16.2(a) above, Party B may terminate the Contract by giving Party A at least 07 (seven) days' prior notice. However, in the case specified in item (iii) of Article 16.2(a), Party B may notify Party A of immediate termination of the Contract.

- c) The consequences of termination of the Contract shall be as specified in Article 16.1(c) of the Contract.

ARTICLE 17. INSURANCE

- 17.1. Party B shall procure insurance for workers performing construction at the Site, Third Party civil liability insurance, and insurance for Materials, construction materials, vehicles and Construction Equipment in accordance with applicable Law. All insurance costs shall be borne by Party B.
- 17.2. Upon the occurrence of any incident, Party B shall immediately notify Party A in writing of detailed information concerning the incident and shall closely cooperate with and comply with the requirements of the insurance company and Party A (if any). Any loss or damage suffered by Party A due to Party B's failure to properly and fully comply with the requirements of Party A and/or the insurance company during the handling of the incident or loss shall be paid by Party B, and Party A shall have the right to deduct such amount from the Contract Value payable to Party B.
- 17.3. Any failure to pay insurance premiums shall be deemed a breach of the Contract.
- 17.4. Without prejudice to the settlement of Party B's and/or Party A's insurance claims, upon Party A's request, Party B shall, at its own cost, remedy, repair or replace any loss or damage caused by or arising from Party B's construction of the Works.

ARTICLE 18. FORCE MAJEURE

IN THIS CONTRACT, "FORCE MAJEURE" MEANS AN EVENT, CIRCUMSTANCE OR COMBINATION OF EVENTS OR CIRCUMSTANCES DESCRIBED IN CLAUSE 18.2 OF THIS ARTICLE THAT PREVENTS, IN WHOLE OR IN PART, OR DELAYS EITHER PARTY IN PERFORMING ITS OBLIGATIONS UNDER THE CONTRACT, BUT ONLY WHERE SUCH EVENT OR CIRCUMSTANCE:

- a) Is beyond the reasonable control of the affected Party;
- b) Is not caused by the fault or negligence of the affected Party; and
- c) Cannot be avoided despite the affected Party having made every effort to apply remedial measures.

18.1. Force Majeure includes:

- a) Natural disasters and environmental disasters;
- b) Fire and epidemics;
- c) A state of emergency concerning national security, social order and safety, or national defense;
- d) Strikes, industrial actions, embargoes and blockades;
- e) Activities relating to the discovery of antiquities and archaeological findings;
- f) Changes in government policies or Laws, where such changes occur objectively, are unforeseeable and cannot be remedied despite all necessary measures and reasonable capabilities having been applied;
- g) Other cases as provided by relevant Law.

18.2. Notice and Mitigation

The Party affected by Force Majeure shall only be exempted from its obligations if:

- a) It has taken reasonable preventive measures and necessary alternative and remedial measures to minimize the impacts, risks and consequences caused by the Force Majeure Event; and
- b) It notifies the other Party of the event or circumstance constituting Force Majeure as soon as reasonably practicable, but no later than 01 (one) day after communications have been restored and in any event no later than 05 (five) days from the date of occurrence of the Force Majeure Event. Any notice shall contain full details of the event or circumstance constituting Force Majeure, its impact on the affected Party's performance of its contractual obligations, and proposed remedial measures. The affected Party shall provide regular reports to the other Party on the implementation of remedial measures to prevent or mitigate the effects of Force Majeure and any other information reasonably requested by the other Party.

18.3. Consequences of Force Majeure

Provided that Article 18.3 above has been complied with, neither Party shall be liable or deemed to have breached the Contract or to be at fault for failure to perform or delay in performing its obligations under the Contract due to Force Majeure. The period for performance of the affected Party's obligations shall be extended by the duration of the Force Majeure Event during which the affected Party is unable to perform its obligations under the Contract.

Immediately after the Force Majeure Event ceases, the Parties shall resume performance of the Contract, unless the Contract is terminated in accordance with Article 18.5 below.

- 18.4. If a Force Majeure Event continues for more than 15 days and causes one Party or both Parties to be unable to perform their obligations under the Contract, either Party shall have the right to terminate the Contract. Notice of termination shall be sent to the other Party at least 10 days before the termination date. The Contract shall be deemed terminated upon expiry of such notice period.

In such case, the rights and interests of each Party shall be dealt with on the following principles:

- a) The obligations of the Parties shall be determined based on reconciliation of the advance payments, payments made, and the value of the Works performed by Party B and accepted by Party A.
- b) Each Party shall return to the other Party any amounts or items received in excess of the benefits to which it is entitled under the Contract.

- 18.5. Any obligation of either Party arising before the occurrence of Force Majeure shall not be exempted as a result of the occurrence of Force Majeure.

ARTICLE 19. INDEMNIFICATION

In addition to being subject to contractual penalties in accordance with the Contract, each Party shall compensate for damage caused by its breach.

- 19.1. Party B shall indemnify and hold harmless Party A, Party A's Personnel and relevant Third Parties against claims, damage, loss and related costs (including legal costs) arising from:

- a) Loss of life or personal injury to any person arising from Party B's performance of the Works, except where such cause arises from negligence, willful misconduct or breach of the Contract by Party A, Party A's Personnel or relevant Third Parties, or any of their respective representatives, without any fault on the part of the Contractor.
- b) Damage to or loss of property or real estate arising out of or during Party B's performance of the Works where such damage or loss is attributable to negligence, willful misconduct or breach of the Contract by Party B, Party B's Personnel, or any person directly or indirectly engaged by Party B.

Such damage shall be limited to damage for which Party B is liable due to its fault. Such damage shall not relieve Party B of its obligation to complete the Works or any other responsibility or obligation under the Contract.

- 19.2. Party A shall indemnify and hold harmless Party B and Party B's Personnel against claims, damage, loss and related costs arising from loss of life, personal injury or damage to property caused by negligence, willful misconduct or breach of the Contract by Party A or Party A's Personnel, without any fault on the part of Party B or Party B's Personnel.

ARTICLE 20. RESPONSIBILITIES OF THE PARTIES FOR BREACH OF CONTRACT

20.1. Delay Penalties

- a) Milestone/Stage Progress Penalty: Where Party B is behind schedule for the Works compared with the construction stages under the key milestones of the detailed construction schedule approved by Party A, and such delay is not caused by a Force Majeure Event and/or Party A's fault and/or has not been approved by Party A, Party B shall be subject to a penalty of 0.5% (zero point five percent) of the value of the Works of the relevant Work Item for each day of delay [PK1] [D2]. Party A shall immediately deduct such penalty from Party B's payment

installments. Party A may consider refunding such penalty amount to Party B if Party B takes remedial measures, catches up with the schedule and completes the Contract schedule in accordance with Article 8.1 of the Contract.

- b) **Contract Completion Delay Penalty:** If Party B delays completion of the Works as stipulated in the Contract, and such delay is not caused by a Force Majeure Event and/or Party A's fault and/or has not been approved by Party A, Party B shall be subject to a penalty of 0.5% (zero point five percent) of the Contract Value for each day of delay, provided that the total penalty shall not exceed 12% (twelve percent) of the Contract Value.
- 20.2. If Party B supplies Materials of poor quality or Materials that do not comply with the model or type specified in this Contract, Party B shall exchange/replace such Materials with Materials of the proper quality and type as stipulated in the Contract within 24 hours from the time of receipt of Party A's notice. If Party B breaches this obligation more than 02 (two) times, Party B shall be subject to a penalty of 1% (one percent) of the Contract Value for each breach, provided that the total penalty shall not exceed 12% (twelve percent) of the Contract Value.
- 20.3. If Party B provides Party A with any forged and/or incorrect, inaccurate and/or untruthful dossier, invoice or payment document in violation of applicable Law, Party B shall be subject to a penalty of 1% (one percent) of the Contract Value for each such forged, incorrect, inaccurate or untruthful dossier/document and/or each instance of submission [PK3] [D4]. At the same time, Party A shall have the right to suspend payments to Party B until Party B provides Party A with complete, valid and lawful payment documents.
- 20.4. If the construction Works fail to satisfy the quality requirements stipulated in the Contract and Party B has made corrections more than 02 (two) times but the Works still fail to satisfy the requirements, Party B shall be subject to a penalty of 1% (one percent) of the Contract Value for each breach and/or correction, provided that the total penalty shall not exceed 12% (twelve percent) of the Contract Value.
- 20.5. If Party B fails to carry out the final settlement and/or liquidation of the Contract in accordance with the Contract, Party B shall be subject to a penalty of 1% (one percent) of the Contract Value for each day of delay, provided that the total penalty shall not exceed 8% (eight percent) of the Contract Value.
- 20.6. Without prejudice to other provisions of this Contract, where Party A unilaterally terminates the Contract pursuant to items (i) through (viii) of Article 15.2(a) of the Contract and/or Party B breaches other obligations under the Contract, Party B shall be subject to a penalty of 12% (twelve percent) of the Contract Value and shall refund to Party A the entire amount of the advance payment that has not yet been recovered.
- 20.7. If Party B fails to extend any guarantee in accordance with the Contract and/or at Party A's request, Party B shall be subject to a penalty equal to 8% (eight percent) of the value of the guarantee that has not been extended.
- 20.8. If Party A makes late payment to Party B, Party A shall pay interest for the days of delay at the 12-month VND corporate lending interest rate applied by Joint Stock Commercial Bank for Foreign Trade of Vietnam at the time of late payment, calculated on the delayed payment amount and the number of days of delay. The total interest shall not exceed 8% (eight percent) of the total overdue amount.
- 20.9. The contractual penalties stipulated in this Article shall apply independently to each act and/or instance of breach by the breaching Party and may be cumulative where the breaching Party commits multiple different acts and/or instances of breach, provided that the aggregate amount of contractual penalties shall not exceed 12% of the Contract Value.

ARTICLE 21. ANTI-CORRUPTION AND ANTI-BRIBERY PROVISIONS

- 21.1 To ensure transparency in the relationship concerning the Works, the Parties undertake and warrant that the personnel of Party A (including Party A's management, employees, or any other Third Party directly or indirectly representing Party A) and the personnel of Party B (including Party B's management, employees, or any other Third Party directly or indirectly

representing Party B) shall not, directly or indirectly, solicit, promise, offer, give, or receive bribes for the purpose of obtaining personal benefits or advantages during the negotiation, execution, or performance of this Contract.

- 21.2 Acts of giving and/or receiving bribes under this Article shall include acts committed before, during, and after the performance of this Contract. If any personnel of Party B becomes aware of any indication or act of soliciting a bribe by any personnel of Party A, such personnel of Party B shall immediately notify Party A.
- 21.3 If Party B or any personnel of Party B commits an act of bribery, Party A shall have the right, depending on the time when the bribery occurs or is discovered, to apply one or several of the following measures, whether separately or concurrently:
- a) Unilaterally cancel/terminate this Contract.
 - b) Depending on the seriousness of Party B's bribery and at Party A's discretion, Party A shall have the right to impose on Party B a penalty of **VND 150,000,000** (*in words: One hundred and fifty million Vietnamese Dong*) for each act of bribery and/or immediately terminate the Contract without being subject to any penalty or compensation; at the same time, Party B shall compensate Party A for any losses incurred (if any) as a result of such termination, refund to Party A any amounts advanced or paid by Party A to Party B, and be subject to other sanctions provided for in the Contract upon termination of the Contract.
 - c) Place Party B on the list of parties subject to control when participating in other service/goods procurement packages, or prohibit Party B from participating in bidding for services/goods for Party A.
 - d) Transfer the case file to the investigating authorities if the bribery act shows signs of violating criminal law.
- 21.4 If any personnel of Party A solicits or receives a bribe, Party A undertakes to take appropriate and immediate action in accordance with Party A's internal regulations and applicable laws. Party A further undertakes that, in such case, the violating personnel shall not continue to participate in the performance of the Works related to this Contract.
- 21.5 Exemption: Party B shall indemnify and hold Party A harmless from all liabilities relating to any bribery act committed by Party B that violates the laws of Vietnam and shall compensate Party A for all resulting losses, including losses arising from administrative expenses, legal fees, and other costs incurred in dealing with matters related to Party B's bribery act.

ARTICLE 22. DISPUTE RESOLUTION

- 22.1 In the event of any dispute arising during the performance of the Contract, the Parties shall endeavor to negotiate and engage in dialogue to resolve the dispute in a spirit of good faith and cooperation.
- 22.2 If negotiation and dialogue fail to resolve the dispute, within 30 (thirty) days from the date on which the contractual dispute arises, either Party shall have the right to submit the matter to a competent court in accordance with the law.
- 22.3 The invalidity or termination of the Contract shall not affect the validity of the provisions concerning dispute resolution.

ARTICLE 23. CONTRACT LIQUIDATION

- 23.1 The Contract shall be terminated and liquidated in the following cases:
- a) The Parties have fulfilled all obligations under the Contract and the signed Contract Appendices.
 - b) The Parties agree to terminate and liquidate the Contract.
 - c) The Contract is terminated in accordance with Article 15.2 [Unilateral Termination of the Contract by Party A] and Article 16.2 [Unilateral Termination of the Contract by the Contractor].
- 23.2 Within 07 (seven) days from the date on which any of the cases specified in Article 23.1 above occurs, provided that the Parties have no dispute, the Parties shall prepare and sign the Contract Liquidation Record.

ARTICLE 24. CONFIDENTIALITY

- 24.1** For the purposes of this Article, Confidential Information means information including, but not limited to, the specific terms and conditions of this Contract and/or any information, data, or documents created in connection with or arising from the performance of the Contract, which are provided by one Party to the other Party in any form for the purpose of performing this Contract. Confidential Information shall also include, but not be limited to, information relating to technological secrets, trade secrets, know-how, or other information concerning or serving the Parties' financial, business, or marketing activities.
- 24.2** Each Party to the Contract shall be obliged to keep confidential all details of this Contract and all records, documents, and information provided by the other Party, except in the following cases:
- a) Disclosure of the details of the Contract and/or provision of such records, documents, or information is required by competent state authorities in accordance with the law.
 - b) Disclosure of the details of the Contract and/or provision of such records, documents, or information is made to its parent company, subsidiaries, employees, auditors, financial advisors, legal advisors, or contractors for the purpose of performing its obligations under this Contract, provided that such Party shall be responsible for and ensure that the persons to whom such Confidential Information is disclosed comply with the confidentiality provisions set out in this Article; or
 - c) Disclosure of the details of the Contract and/or provision of such records, documents, or information has been approved in writing by the other Party.
- 24.3** The Parties shall comply with this confidentiality obligation throughout the performance of this Contract, after completion of this Contract, and in the event that this Contract is terminated or cancelled.

ARTICLE 25. EFFECTIVENESS OF THE CONTRACT

25.1 Effectiveness of the Contract:

This Contract shall take effect from the date on which both Parties duly sign and affix their seals to this Contract.

25.2 Legal validity of the Contract:

- a) This effective Contract shall constitute the legal basis for Party A, the Contractor, and the relevant parties to perform their respective obligations.
- b) This effective Contract shall constitute the basis for resolving disputes between the Parties. Any disputes arising outside the scope of the Contract shall be resolved on the basis of the relevant provisions of law.

25.3 In the event that one or more Articles, clauses, or provisions of this Contract are declared by a competent state authority to be invalid, legally ineffective, or unenforceable under the applicable law, the remaining Articles, clauses, and provisions of this Contract shall remain valid and enforceable between the Parties. The Parties shall agree to amend the Articles, clauses, or provisions that are invalid, legally ineffective, or unenforceable in accordance with the law and consistent with the intentions of the Parties.

ARTICLE 26. GENERAL PROVISIONS

- 26.1** The Parties undertake to duly perform all provisions stipulated in this Contract. Matters not specifically provided for in this Contract shall be implemented by the Parties in accordance with applicable law.
- 26.2** Any amendment or supplement to the contents of the Contract must be agreed upon by both Parties and made in writing. Any written document amending or supplementing the Contract shall constitute an integral part of the Contract.
- 26.3** This Contract shall be governed by and construed in accordance with the laws of Vietnam.
- 26.4** This Contract and its Contract Appendices are made in 05 (*five*) counterparts in Vietnamese, each having equal legal validity. Party A shall retain 03 (*three*) counterparts, and Party B shall retain 02 (*two*) counterparts for implementation.

The Parties hereby sign this Contract on the date, month, and year stated at the beginning of the Contract./.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B



