

SOCIALIST REPUBLIC OF VIETNAM

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CONSTRUCTION CONTRACT

(Draft)

No.:/2026/HĐTC/VIW-CTC



Cơ quan:
TỔNG CÔNG
TY ĐẦU TƯ
NƯỚC VÀ
MÔI
TRƯỜNG
VIỆT NAM -
CTCP
Thời gian ký:
13.10.2026
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**Subject: Construction of the Technological Works of Mineral Water Treatment System
with capacity of 300 m³/day**

Project: Ecological Garden Urban Area in Văn Giang Commune, Hưng Yên Province

LEGAL BASIS

- The Civil Code No. 91/2015/QH13 dated 24 November 2015;
- The Construction Law No. 135/2025/QH15 dated 10 December 2025 and relevant implementing, amending and supplementing documents;
- Current regulations on construction quality management, construction works, occupational safety, environmental protection, and fire prevention and fighting;
- The Charter on Organization and Operation of Vietnam Water and Environment Investment Corporation – Joint Stock Company;
- The construction contract between Xuân Cầu Holdings Joint Stock Company and Vietnam Water and Environment Investment Corporation – Joint Stock Company for the construction of a mineral water treatment system with a capacity of 300 m³/day;
- The needs and capabilities of the Parties.

Today, on 2026, in Hanoi, the undersigned parties are:

**PARTY A: VIETNAM WATER AND ENVIRONMENT INVESTMENT CORPORATION
– JOINT STOCK COMPANY (VIWASEEN)**

Representative: Mr. Nguyễn Hải Đăng – General Director

Address: No. 52 Quốc Tử Giám, Văn Miếu - Quốc Tử Giám Ward, Hanoi City

Tax Code: 0100105976

PARTY B: CTCENVI ENVIRONMENT JOINT STOCK COMPANY

Representative: Mr. Nguyễn Hữu Chiến – General Director

Registered Address: C42-TT14, Văn Quán Urban Area, Hà Đông Ward, Hanoi City

Office: 4th Floor, VIWASEEN Building, No. 48 Tố Hữu, Đại Mỗ Ward, Hanoi City

Tax Code: 0105919231

Telephone: 0855120099

Email: info@ctcenvi.vn



The Parties hereby agree to enter into this Construction Contract on the following terms and conditions:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1. The “Main Contract” means the construction contract between Xuân Cầu Holdings Joint Stock Company and Vietnam Water and Environment Investment Corporation – JSC for construction package for mineral water treatment system with capacity of 300 m³/day under the Ecological Garden Urban Area Project in Văn Giang Commune, Hưng Yên Province.

1.2. Other terms shall be construed in accordance with the Main Contract and the context of this Contract.

ARTICLE 2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

2.1. The Contract Documents comprise this Contract; the Appendix specifying the scope of work, quantities and contract value; the approved design documents; documents provided or approved by Party A; and relevant documents under the Main Contract insofar as they relate to Party B’s Works.

2.2. With respect to quality, schedule, acceptance, as-built documentation, payment, final settlement and other obligations relating to Party B’s Works, where this Contract does not provide otherwise, Party B shall perform in accordance with the Main Contract.

2.3. In the event of any discrepancy between this Contract and the Main Contract, the specific provisions of this Contract shall apply to the relationship between the Parties.

ARTICLE 3. SCOPE AND QUANTITIES OF WORK

3.1. Party A assigns, and Party B accepts, the execution of the process section of the construction package for the mineral water treatment system with a capacity of 300 m³/day, in accordance with the approved design documents and the Contract Appendix.

3.2. Party B shall be responsible for providing labor, materials, equipment and machinery; organizing and carrying out construction and installation; conducting trial runs and commissioning; completing the documentation; and performing other necessary work within the assigned scope.

3.3. The Works shall satisfy the technical, quality, acceptance and handover requirements stipulated in the Main Contract.

ARTICLE 4. CONTRACT PRICE

4.1. Contract value before Value Added Tax (VAT): VND 1,539,001,647.

4.2. Provisionally calculated VAT at 8%: VND 123,120,132.

4.3. Total Contract value inclusive of VAT: VND 1,662,121,779.

In words: One billion six hundred sixty-two million one hundred twenty-one thousand seven hundred seventy-nine Vietnamese dong.

4.4. Contract type: Fixed unit-price contract, with payment quantities determined based on actual quantities performed.

ARTICLE 5. CONSTRUCTION PERIOD AND SCHEDULE

5.1. The period for performance of Party B's Works shall be consistent with the schedule under the Main Contract and the detailed schedule approved by Party A.

5.2. Party B shall proactively arrange labor, materials and equipment and organize construction to ensure the overall Project schedule and avoid adversely affecting performance of the Main Contract.

5.3. Where the schedule under the Main Contract is adjusted for reasons not attributable to Party B, Party B's schedule may be considered for corresponding adjustment in writing.

ARTICLE 6. QUALITY, ACCEPTANCE AND QUALITY MANAGEMENT DOCUMENTATION

6.1. Party B shall be responsible for organizing construction, managing quality and controlling the overall quality of all Works performed by Party B in accordance with the approved design documents, technical specifications, applicable standards, the Main Contract, and the requirements of Party A, the Employer and the Supervision Consultant.

6.2. Party B shall be directly responsible for preparing, completing, submitting and providing all quality management documentation, acceptance records and as-built documentation for the entire scope of Works performed by Party B, including but not limited to: incoming material and equipment documentation; quality certificates and factory certificates; test and inspection results; acceptance records; construction logs; inspection, trial-run and operation records; as-built drawings; and other documents required under the Main Contract.

6.3. Party B shall proactively coordinate with Party A and the Supervision Consultant in the inspection and acceptance of the Works and shall ensure that all necessary conditions, records and documents are prepared before requesting acceptance. Any inspection, signature, confirmation or acceptance by the Supervision Consultant or Party A shall not reduce or release Party B from its responsibility for the quality and quantities of the Works or for the completeness, accuracy and validity of the documentation prepared by Party B.

6.4. Party B shall work directly with Party A and the Supervision Consultant to prepare, submit, explain, supplement and finalize quality documentation relating to Party B's Works. Where the Employer or the Supervision Consultant requests amendments or supplements to documentation prepared by Party B, Party B shall fully implement such requests until the documentation is approved.

6.5. Where quality documentation, acceptance records or as-built documentation prepared by Party B is incomplete, inaccurate, inconsistent with the Main Contract, or subject to requests for supplementation or amendment by the Employer or the Supervision Consultant, Party B shall promptly complete, supplement or re-prepare the documentation as required and shall bear all additional costs arising from Party B's fault.

6.6. Party B shall be responsible for ensuring that all documentation prepared and provided by Party B is complete, accurate, truthful and consistent with the Works as actually executed, and that

such documentation satisfies the requirements for Party A to carry out acceptance, payment, final settlement and handover to the Employer under the Main Contract.

6.7. Acceptance and handover of Party B's Works shall satisfy the requirements of the Main Contract.

ARTICLE 7. ADVANCE PAYMENT, PAYMENT AND FINAL SETTLEMENT

7.1. Advance Payment: Party A shall make an advance payment to Party B equivalent to 30% of the Contract value exclusive of VAT within 20 days from the date of signing of the Contract and upon Party A's receipt of a complete and valid advance payment dossier.

7.2. Payment for Equipment and Materials: For equipment and materials within the scope eligible for payment upon delivery to the construction site, Party A shall pay up to 70% of the value of such equipment and materials, inclusive of VAT, following acceptance and deduction of amounts deductible under the Contract. Payment shall be made within 07 days from the date Party A receives payment from the Employer for the value of the work falling within the scope of this Contract.

7.3. Payment upon Completion of Installation and Acceptance: Party A shall pay Party B up to 85% of the value of completed Works, inclusive of VAT, after deducting the advance payment, amounts already paid, penalties, compensation and other financial obligations of Party B. Within 07 days from the date Party A actually receives payment from the Employer for the value of the Works falling within the scope of this Contract, Party A shall pay Party B the corresponding value of the Works that has been accepted, confirmed and deemed eligible for payment.

7.4. When the value of completed quantities accepted reaches 85% of the Contract value, Party A shall cease progress payments, and Party B shall be responsible for preparing the final settlement dossier.

7.5. Party B shall submit the final settlement dossier within 30 working days from completion of acceptance as required by Party A. The final settlement value shall be based on the quantities of Works performed by Party B and accepted and approved by the Employer under the Main Contract.

7.6. After the final settlement value has been confirmed by Party A, Party A shall make payment to Party B within 07 days from the date Party A actually receives the final settlement payment from the Employer for the value of the Works falling within the scope of this Contract. The payment amount shall be the outstanding balance under the final settlement after deducting advance payments, amounts already paid, penalties, compensation and other deductions under the Contract.

7.7. Party B shall prepare and provide a complete payment and final settlement dossier as required by Party A, including value documentation, quality management documentation, acceptance records, as-built documentation and relevant supporting documents.

ARTICLE 8. RESPONSIBILITIES OF THE PARTIES

8.1. Party A: Hand over the scope of work, documentation and necessary conditions; provide guidance; inspect and accept the Works; confirm documentation; and make advance and other payments in accordance with the Contract.

8.2. Party B: Proactively arrange labor, materials, equipment and means of construction and organize the execution of the Works; perform the Works in accordance with the design, technical specifications, schedule and requirements of Party A, the Employer and the Supervision Consultant; assume responsibility for quality, occupational safety, security, environmental sanitation, and fire prevention and fighting within the scope of the Works; prepare, complete and provide all quality management, acceptance, as-built, payment, final settlement, trial-run and operation documentation; bear responsibility for any damage, costs, penalties or financial obligations incurred by Party A as a direct result of Party B's fault within the scope of the Works; not assign or subcontract all or any part of the Works without Party A's prior written approval; and perform warranty obligations and other obligations relating to the Works in accordance with the Main Contract.

ARTICLE 9. WARRANTY

Party B shall be responsible for warranting the Works performed by it for the warranty period and in accordance with the requirements of the Main Contract. Any defects attributable to Party B shall be promptly repaired and remedied by Party B at its own expense.

ARTICLE 10. PENALTIES FOR BREACH AND COMPENSATION

10.1. Where Party B breaches the schedule, quality requirements or any other obligation for which it is responsible, thereby causing Party A to be penalized by the Employer, become subject to a compensation claim or incur additional costs, Party B shall bear the corresponding penalties, compensation and costs attributable to Party B's fault.

10.2. Party B shall bear the costs of repairing or redoing any part of the Works that fails to meet the requirements due to Party B's fault and shall not be entitled to request Party A to pay such costs.

ARTICLE 11. SUSPENSION, TERMINATION OF WORK AND REPLACEMENT

11.1. Party A shall have the right to require Party B to suspend or stop the Works where Party B breaches the schedule, quality requirements, safety requirements or other obligations under the Contract.

11.2. If Party B fails to remedy a breach as required, Party A shall have the right to reassign the remaining Works or engage another entity to perform them. Party B shall bear the costs and losses arising from its fault.

ARTICLE 12. GENERAL PROVISIONS, INTEGRITY AND CONFLICTS OF INTEREST (ICP)

12.1. The Parties shall perform the Contract on the principles of cooperation, honesty and compliance with applicable laws, the Main Contract and approved documents.

12.2. The Parties undertake to comply with VIWASEEN's policies and regulations on integrity, anti-corruption, conflicts of interest and business ethics (ICP) throughout the performance of the Contract.

12.3. Party B shall proactively notify Party A of any circumstances that may give rise to a conflict of interest, related-party relationship, or direct or indirect interest between Party B's personnel and

any person authorized to participate in the evaluation, negotiation, approval, management or acceptance of the Contract.

12.4. If a conflict of interest arises or is discovered during the performance of the Contract, Party B shall immediately notify Party A so that the matter can be handled in accordance with ICP requirements and VIWASEEN's internal regulations. The handling of a conflict of interest shall not affect Party B's responsibility to perform the Contract.

12.5. Party B shall not engage in, or propose, any act of giving, receiving, brokering or promising material or non-material benefits intended to influence contractor selection, contract signing, acceptance, payment or final settlement.

12.6. Any violation of ICP requirements or conflict-of-interest provisions shall constitute a breach of the Contract. Depending on the nature and severity of the violation, Party A shall have the right to require remedial action, suspend performance of or terminate the Contract, and claim compensation for losses and costs incurred in accordance with the Contract and applicable law.

12.7. Any dispute arising out of the Contract shall, as a priority, be resolved through negotiation. If the dispute cannot be resolved through negotiation, it shall be referred to a court of competent jurisdiction in accordance with applicable law.

12.8. This Contract shall take effect from the date of signing and shall terminate upon the Parties' completion of all their obligations.

12.9. This Contract is made in 06 originals, each having equal legal validity. Party A shall retain 04 originals and Party B shall retain 02 originals.

FOR AND ON BEHALF OF PARTY A

FOR AND ON BEHALF OF PARTY B

