

**CÔNG TY CỔ PHẦN
NHIỆT ĐIỆN HẢI PHÒNG**

Số: 6117/NĐHP-HCLĐ

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

Hải Phòng, ngày 13 tháng 10 năm 2026

**CÔNG BỐ THÔNG TIN BẤT THƯỜNG
EXTRAORDINARY INFORMATION DISCLOSURE**

Kính gửi/To: - Ủy ban Chứng khoán Nhà nước/ *State Securities Commision*
- Sở Giao dịch Chứng khoán Hà Nội/ *Hanoi Stock Exchange.*

1. Tên tổ chức: Công ty Cổ phần Nhiệt điện Hải Phòng./ *Hai Phong Thermal Power Joint Stock Company.*

- Mã chứng khoán: HND/Stock code: *HND*

- Trụ sở chính: Tổ dân phố Đoàn Lễ, phường Nam Triệu, Tp. Hải Phòng./*Head office: Residential Area Doan Le, Nam Trieu Ward, Hai Phong City, Viet Nam.*

- Điện thoại/Tel: (0225) 3775 161 - Fax: (0225) 3775 162

- Người thực hiện công bố thông tin: ông Lê Anh Tân, Quyền Tổng Giám đốc Công ty Cổ phần Nhiệt điện Hải Phòng./*Person responsible for information disclosure: Mr. Lê Anh Tân, Acting General Director of Hai Phong Thermal Power Joint Stock Company.*

- Loại công bố thông tin: 24 giờ

2. Nội dung thông tin công bố

Ngày 12/10/2026, Công ty nhiệt điện Hải Phòng nhận được bản án số 47/2026/KDTM-PT ngày 29/9/2026 của Tòa án nhân dân thành phố Hải Phòng về việc tranh chấp kiện đòi tiền phát sinh từ hợp đồng mua bán hàng hoá, giữa nguyên đơn là Công ty Cổ phần khoáng sản ĐanKa với bị đơn là Công ty Cổ phần Nhiệt điện Hải Phòng/ *On October 12, 2026, Hai Phong Thermal Power Joint Stock Company received Judgment No. 47/2026/KDTM-PT dated September 29, 2026 of the People's Court of Hai Phong City regarding the dispute over a claim for payment arising from a goods sale and purchase contract between the plaintiff Dan Ka Mining Joint Stock Company and the defendant Hai Phong Thermal Power Joint Stock Company.*

Theo quyết định tại Bản án phúc thẩm xử có hiệu lực kể từ ngày 29/9/2026: Chấp nhận kháng cáo của nguyên đơn Công ty Cổ phần Khoáng sản Đan Ka; không chấp nhận kháng cáo của bị đơn Công ty Cổ phần Nhiệt điện Hải Phòng; Sửa Bản án kinh doanh thương mại sơ thẩm số 03/2026/KDTM-ST ngày 11 tháng 6 năm 2026 của Tòa án nhân dân khu vực 1 - Hải Phòng/ *According to the decision in the appellate judgment, which takes effect from September 29, 2026. Accept the appeal of the plaintiff Dan Ka Mining Joint Stock Company; reject the appeal of the defendant Hai Phong Thermal Power Joint Stock Company; Amend the first-*

instance commercial business judgment No. 03/2026/KDTM-ST dated June 11, 2026 of the People's Court of Region 1 - Hai Phong.

Buộc bị đơn là Công ty Cổ phần Nhiệt điện Hải Phòng phải trả cho nguyên đơn Công ty Cổ phần Khoáng sản Đan Ka số tiền chênh lệch giá than của 150.498,99 tấn là 80.157.568.062 đồng theo Hợp đồng cung cấp số 7217/HĐCC-NĐHP ngày 09/12/2021 và số tiền lãi là 34.654.422.575 đồng. Tổng số tiền Công ty Cổ phần Nhiệt điện Hải Phòng phải trả cho Công ty Cổ phần Khoáng sản Đan Ka là 114.811.990.637 (Một trăm mười bốn tỷ, tám trăm mười một triệu, chín trăm chín mươi nghìn, sáu trăm ba mươi bảy đồng)./Order the defendant Hai Phong Thermal Power Joint Stock Company to pay the plaintiff Dan Ka Mining Joint Stock Company the difference in coal price for 150,498.99 tons amounting to VND 80,157,568,062 under Supply Contract No. 7217/HĐCC-NĐHP dated December 9, 2021, and interest amounting to VND 34,654,422,575. The total amount Hai Phong Thermal Power Joint Stock Company must pay Dan Ka Mining Joint Stock Company is VND 114,811,990,637 (One hundred fourteen billion, eight hundred eleven million, nine hundred ninety thousand, six hundred thirty-seven dong).

Thông tin này đã được công bố trên trang thông tin điện tử của Công ty vào ngày 13/10/2026 tại đường dẫn ndhp.com.vn./ This information was disclosed on the Company's website on 13/10/2026 at ndhp.com.vn

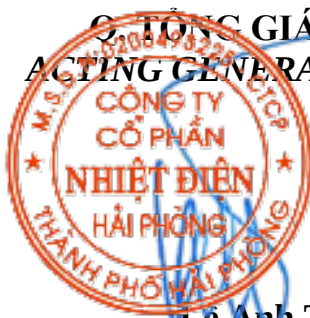
Chúng tôi xin cam kết các thông tin trên đây là đúng sự thật và hoàn toàn chịu trách nhiệm trước pháp luật với nội dung trên/We hereby certify that the information disclosed above is true and accurate, and we take full legal responsibility for its contents.

Xin gửi kèm Bản án phúc thẩm của Tòa án nhân dân thành phố Hải Phòng/ Please find attached the appellate judgment of the People's Court of Hai Phong City.

Trân trọng/Sincerely yours./.

Nơi nhận:/Recipients:

- Như trên (bản giấy)/As above (hard copy);
- Lưu: VT, HCLĐ.

CHỖ TÓNG GIÁM ĐỐC
ACTING GENERAL DIRECTOR

Lê Anh Tân

**PEOPLE’S COURT
OF HAI PHONG CITY**

SOCIALIST REPUBLIC OF VIETNAM
Independence – Freedom – Happiness

Judgment No.: 47/2026/KDTM-PT

Date: September 29, 2026

Re: Dispute over payment obligations
arising from a goods sale and purchase
contract

IN THE NAME OF THE SOCIALIST REPUBLIC OF VIETNAM

PEOPLE’S COURT OF HAI PHONG CITY

The appellate trial panel comprised:

Presiding Judge: Mr. Nguyễn Hồng Giang

Judges: Mr. Nguyễn Xuân Tuyền; Ms. Vũ Thị Bích Diệp

Court clerk: Ms. Hoàng Thị Hồng Hạnh, Court Clerk of the People’s Court of Hai Phong City.

Representative of the People’s Procuracy of Hai Phong City participating in the hearing: Ms. Đặng Thị Đàm, Procurator.

On 29 September 2026, at the headquarters of the People’s Court of Hai Phong City, the Court publicly heard on appeal the commercial business case accepted under No. 35/2026/TLPT-KDTM dated 22 July 2026, concerning a claim for payment arising from a sale and purchase of goods contract. The appeal was against First-Instance Commercial Business Judgment No. 03/2026/KDTM-ST dated 11 June 2026 of Regional People’s Court No. 1 – Hai Phong.

The appellate hearing was scheduled under Decision No. 34/2026/QĐ-PT dated 5 August 2026, postponed under Decision No. 92/2026/QĐ-PT dated 16 September 2026, and the hearing time was changed by Notice No. 66/TB-TA dated 22 September 2026.

PARTIES TO THE CASE

Plaintiff

Dan Ka Mineral Joint Stock Company.

The plaintiff’s authorized representatives: Mr. Đỗ Hà Trung; Mr. Nguyễn Đức Công; and Mr. Phạm Quang Huy. All were present.

Persons protecting the plaintiff's lawful rights and interests: Ms. Nguyễn Thị Ngọc Anh and Ms. Nguyễn Thị Huyền, lawyers of.

Defendant

Hai Phong Thermal Power Joint Stock Company.

The defendant's authorized representatives included Mr. Nguyễn Minh Thành, Deputy General Director; Mr. Nguyễn Quang Khải, Company Legal Affairs; Mr. Bùi Thu Trang, Deputy Head of Finance and Planning; Mr. Lai Đức Linh, Secretary; Ms. Bạch Thùy Dung and Mr. Trần Quang Quyền, both Deputy Heads of the General Affairs and Planning Department – Maintenance Service Center of Hai Phong Thermal Power Joint Stock Company. The judgment records that they were present. Also present were Mr. Nguyễn Thanh Phong, and Ms. Vũ Thị Hương.

Person protecting the defendant's lawful rights and interests: Mr. Đỗ Văn Quang, lawyer.

Appellants: both Dan Ka Mineral Joint Stock Company, as plaintiff, and Hai Phong Thermal Power Joint Stock Company, as defendant.

FACTS AND CLAIMS

1. Plaintiff's claim

The plaintiff stated that in 2021 Hai Phong Thermal Power Joint Stock Company organized a tender for the purchase of 200,000 tonnes $\pm 10\%$ of imported coal of a quality equivalent to Vietnamese standard coal grade 5a.10. Dan Ka Mineral Joint Stock Company was the successful bidder. The parties entered into Supply Contract No. 7217/HĐCC-NDHP on 9 December 2021 ("Contract No. 7217").

Under Contract No. 7217, the price was adjustable for quality and could be increased or decreased by reference to the price of grade 5a.10 coal if Vietnam National Coal and Mineral Industries Group ("TKV") or Northeast Corporation, Ministry of National Defence ("Đông Bắc"), decided to increase or decrease the price supplied to thermal power plants specified in Section II of Appendix 3. The volume eligible for adjustment was the volume successfully delivered during the period in which the revised price applied. The applicable increase/decrease was the smaller increase or larger decrease when comparing the prices of TKV and Đông Bắc.

In 2022, international coal prices rose sharply, at times by more than 200%. Domestic demand for coal for thermal power generation increased, while domestic production supplied by TKV and Đông Bắc was insufficient. Despite the shortage, Dan Ka says it supplied coal on time and fulfilled its supply obligations. During performance of Contract No. 7217, TKV issued Decision No. 29/QĐ-TKV dated 14 January 2022,

effective from 00:00 on 17 January 2022, increasing the selling price of coal. Dan Ka asked the defendant to adjust the price in accordance with the contract. It also declared its selling price to the Ministry of Finance as requested by the defendant in Letter No. 0781/NĐHP-TCKT-KHVT dated 10 February 2022. The defendant allegedly reaffirmed the price increase at the parties' meeting of 10 March 2022.

Dan Ka delivered a total of 178,265.37 tonnes. In its original calculation, the volume eligible for the increased price was 155,388.01 tonnes, after deducting 22,877.36 tonnes delivered before 14 January 2022. The difference between TKV's coal prices before and after 14 January 2022 was VND 496,728 per tonne; the claimed additional payment by the defendant was VND 532,612 per tonne. Dan Ka initially claimed VND 82,761,518,872 in price differences and VND 18,379,953,963 in late-payment interest calculated at 6.5% per annum from May 2022 to October 2025, totalling VND 101,141,472,835.

On 3 June 2026, Dan Ka amended its claim. It calculated the eligible volume as 178,265.37 tonnes minus 27,766.38 tonnes delivered before 17 January 2022, resulting in 150,498.99 tonnes. It claimed VND 80,157,568,062 in price differences (150,498.99 tonnes × VND 532,612/tonne) and VND 32,063,027,225 in interest at 10% per annum for 48 months from May 2022 to May 2026, totalling VND 112,220,595,287.

2. Defendant's position

The defendant rejected the claim. It relied on Contract No. 7217, under which Dan Ka was to supply 200,000 tonnes of coal between 8 January and 8 April 2022. Section II of Appendix 3 provided that the adjusted market-based FOB settlement price was calculated as: base price (FOB) × (GDB2/GDB1), where GDB1 was VND 1,837,000/tonne, being Đông Bắc's price under Decision No. 8000/QĐ-ĐB dated 30 December 2020, and GDB2 was Đông Bắc's published price at the time of delivery; the base FOB price was VND 1,847,000/tonne. The settlement price could not exceed the price for blended coal of the same type, converted to the same calorific value, published by TKV or Đông Bắc; the lower of those prices would be used as the benchmark.

According to the defendant, Đông Bắc did not adjust its coal selling price during the contract period, so the price under Decision No. 8000-ĐB dated 30 December 2020, effective 1 January 2021, remained applicable. The defendant also argued that the claim was time-barred under Article 319 of the Commercial Law, which provides a two-year limitation period for commercial disputes from the date the lawful rights and interests were infringed. Dan Ka's letter requesting a price adjustment dated 7 February 2022 showed that it knew of the alleged infringement by then, whereas it did not file suit until 14 November 2025.

FIRST-INSTANCE JUDGMENT AND APPEALS

In First-Instance Commercial Business Judgment No. 03/2026/KDTM-ST dated 11 June 2026, Regional People's Court No. 1 – Hai Phong: (1) discontinued Dan Ka's claim for VND 32,063,027,225 in interest; and (2) accepted part of the claim, ordering Hai Phong Thermal Power Joint Stock Company to pay VND 80,157,568,000 for the unpaid coal price difference applicable to coal delivered from 17 January 2022 under Contract No. 7217.

Dan Ka appealed, asking the appellate court to set aside the part of the first-instance judgment discontinuing its interest claim and to accept the claim for interest. The defendant appealed, asking the court to amend the entire judgment so as to reject all of Dan Ka's claims, or to set aside the first-instance judgment and discontinue the case.

At the appellate stage, both parties provided additional documents and evidence, which were disclosed to the parties by the judge.

POSITIONS AT THE APPELLATE HEARING

Dan Ka argued that Contract No. 7217 remained in force. Clause 8.2 provided that the contract would cease to be effective after both parties had completed all responsibilities and obligations and liquidated the contract. The parties had not signed a contract liquidation record; the delivered quantity was below the minimum quantity specified in the contract, and the parties had not resolved their dispute over the price adjustment recorded in the minutes of 10 March 2022. Dan Ka requested payment of VND 80,157,568,000 plus interest of VND 34,654,422,575 from May 2022 through the appellate hearing on 29 September 2026, with further interest until payment in full.

The defendant maintained that the claim was time-barred and requested that the first-instance judgment be set aside and the claim discontinued.

The representative of the People's Procuracy of Hai Phong City stated that the procedural conduct of the judge, trial panel and court clerk complied with the Civil Procedure Code and that the parties had exercised their procedural rights and obligations. The Procuracy proposed amending the first-instance judgment to require payment of VND 80,157,568,000 in principal and VND 34,654,422,575 in interest, and rejecting the defendant's appeal. As to court fees, it proposed that Dan Ka not bear appellate commercial court fees because its appeal should be accepted, while the defendant should bear the fees associated with its unsuccessful appeal.

THE COURT’S FINDINGS

1. Jurisdiction, legal relationship and limitation period

The dispute concerns a sale and purchase of goods contract between Dan Ka Mineral Joint Stock Company and Hai Phong Thermal Power Joint Stock Company under Clause 1, Article 30 of the Civil Procedure Code. Because appeals were filed, the People’s Court of Hai Phong City has appellate jurisdiction under Point b, Clause 1, Article 38 of that Code.

The first-instance court was incorrect in finding that the claim under Contract No. 7217 dated 9 December 2021 was time-barred. Clause 8.2 provides that the contract ceases to be effective after both parties complete their obligations and liquidate the contract. In fact, the parties had not liquidated the contract, had not completed their respective rights and obligations, the defendant had not received the full contracted quantity, and the parties had not agreed on the price adjustment recorded in the minutes of 10 March 2022.

The parties continued to discuss the dispute. Letter No. 8084/NĐHP-KHVT from the defendant referred to legal advice from Đông Quang Law Office dated 28 November 2022, which considered Dan Ka’s request to increase the coal price under TKV Decision No. 29/QĐ-TKV inconsistent with Appendix 3. The appellate court considered that letter to be a record of external legal advice rather than a clear statement by the defendant refusing the adjustment or payment agreed in the minutes of 10 March 2022.

Dan Ka sent Letter No. 002/2023/CV/ĐK dated 13 January 2023 disputing the legal advice and reaffirming the validity of the parties’ minutes. The parties continued communicating through their contact persons to find a solution for adjusting the coal price and finalizing the contract. On 30 May 2024, Ms. Nguyễn Thị Thanh Xuân of Dan Ka’s Accounting Department and Ms. Bạch Thùy Dung of the defendant’s Planning and Materials Department were still discussing the preparation of minutes to adjust invoices for the contract. These exchanges were recorded in Bailiff’s Record No. 194/2026/VB-TPLHK dated 8 May 2026, pages 543–562 of the case file.

Given these circumstances, the appellate panel found that the first-instance court was wrong to treat 27 December 2022 as the date on which Dan Ka’s rights were infringed and to calculate the limitation period from that date. Dan Ka filed its statement of claim on 14 November 2025 to protect its rights under Contract No. 7217; the claim was within the applicable limitation period. Both companies must perform the contract in accordance with law.

2. Claim for the coal price difference

Contract No. 7217 is a bilateral contract under Article 410 of the Civil Code. It was voluntarily concluded by parties with the requisite civil capacity, and its form and content complied with the law. The parties did not dispute the quantity or quality of the coal delivered. Because coal prices rose during the COVID-19 period and the parties could not agree on the adjustment, the relevant provisions of the contract, appendices and other agreements had to be considered, consistently with Point a, Clause 1, Article 420 of the Civil Code.

Article 6 of Contract No. 7217 classified it as a contract with adjustable unit prices and referred price adjustment to Appendix 3. Section I of Appendix 3 stated that the coal price at settlement, including taxes and related fees, must not exceed the price for blended coal of the same type converted to the same calorific value published by TKV or Đông Bắc, using the lower price as the benchmark. Section II prescribed the formula: adjusted market-based FOB settlement price = base FOB price $\times$ (GDB2/GDB1), where GDB1 was VND 1,837,000/tonne under Đông Bắc Decision No. 8000/QĐ-ĐB dated 30 December 2020, GDB2 was Đông Bắc's published price at delivery, and the base FOB price was VND 1,847,000/tonne. If Đông Bắc changed its published price retroactively, the parties were to negotiate and sign an adjustment appendix. If the settlement price exceeded the comparable blended-coal price published by TKV or Đông Bắc, the settlement price was to be reduced accordingly.

During performance of Contract No. 7217, TKV issued Decision No. 29/QĐ-TKV dated 14 January 2022 on the selling prices of certain coal types in the domestic market, including a price of VND 2,366,728/tonne for grade 5a.10 coal, effective from 00:00 on 17 January 2022, calculated according to the time stated on the sales invoice at the loading port. Đông Bắc did not supply grade 5a.10 coal to the market and did not issue a corresponding price-adjustment decision; however, prices rose domestically and internationally due to supply disruptions during the COVID-19 pandemic.

On 7 February 2022, Dan Ka sent Letter No. 010/2022/CV/ĐK requesting an increase in the coal selling price. On 10 February 2022, the defendant sent Letter No. 781/NĐHP-TCKT-KHVT asking Dan Ka to provide confirmation from the Price Management Department of the Ministry of Finance that it had completed the price declaration required by the Law on Prices, so the parties could negotiate and sign an adjustment appendix. Dan Ka submitted coal price declarations to the Price Management Department on 10 February and 10 March 2022, including the declared price schedule for coal supplied under Contract No. 7217.

At their meeting on 10 March 2022, the parties discussed adjustment of the contract price. The defendant agreed to adjust the contract price from 17 January 2022, on condition that Dan Ka confirmed and accepted legal responsibility for its price declaration and obtained confirmation from the Price Management Department. Under the minutes, the quantity delivered from 17 January through 1 March 2022 would be priced in accordance with the guidance and would not exceed VND 2,421,612; quantities from 2 March 2022 onward would be priced according to the most recent price decision published by TKV. Dan Ka completed the price declaration, as evidenced by its letters dated 10 February and 10 March 2022.

Although the parties had not signed a separate contract appendix, the minutes of 10 March 2022 showed that the defendant agreed to adjust the selling price by reference to TKV Decision No. 29/QĐ-TKV and agreed to apply a price not exceeding VND 2,421,612 to coal delivered from 17 January 2022. The minutes were signed by the parties' legal representatives and stamped by the companies, and were therefore effective. The defendant paid the contractual price but did not pay the difference resulting from the adjustment for coal delivered from 17 January 2022.

The total quantity delivered was 178,265.37 tonnes. Of this, 27,766.38 tonnes had been delivered before 00:00 on 17 January 2022. The quantity eligible for the increased price was therefore 150,498.99 tonnes. At VND 532,612 per tonne, the difference amounts to VND 80,157,568,000 after rounding. Dan Ka's amended claim for this quantity fell within the scope of its original claim under Clause 2, Article 244 of the Civil Procedure Code. The court discontinued the claim relating to the remaining 4,889.02 tonnes (155,388.01 tonnes less 150,498.99 tonnes). The first-instance court's order requiring payment of the price difference was therefore supported by the evidence and law.

3. Late-payment interest

The first-instance court had refused interest on the ground that Contract No. 7217 was time-barred. As the appellate panel found that the claim was not time-barred, and the defendant had breached its payment obligation, interest was payable on the overdue amount.

The failure to pay the coal price difference from May 2022 caused economic loss to Dan Ka. The court accepted the period from May 2022 through the appellate hearing on 29 September 2026, calculated as 4 years, 3 months and 29 days. The plaintiff sought interest at 10% per annum. The judgment refers to average overdue medium- and long-term rates of 14.4% per annum at Vietcombank, 12.5% at "Mision" (as rendered in the source OCR), and 13% at Agribank, all higher than the 10% claimed. The court therefore accepted the 10% rate.

The judgment records a calculated interest amount of VND 34,708,234,765, but at the hearing Dan Ka requested VND 34,654,422,575, a lower amount more favorable to the defendant. The court accepted the amount actually requested: VND 34,654,422,575. The defendant must continue paying interest at 10% per annum on VND 80,157,568,062 from after the appellate judgment dated 29 September 2026 until payment in full.

4. Appeals and court fees

The plaintiff's appeal was well-founded and was accepted in full. The defendant's appeal seeking amendment of the entire judgment, rejection of all claims, or setting aside the first-instance judgment and discontinuing the case was unfounded and rejected. Pursuant to Clause 2, Article 308 and Article 309 of the Civil Procedure Code, the first-instance judgment was amended to order payment of VND 80,157,568,062 in principal and VND 34,654,422,575 in interest, totalling VND 114,811,990,637.

As to first-instance court fees, the defendant must pay VND 222,811,991, calculated as VND 112,000,000 plus 0.1% of the amount exceeding VND 4,000,000,000, based on the total judgment amount of VND 114,811,990,637. Dan Ka is not required to bear first-instance court fees, and its advance of VND 104,500,000 is to be refunded under receipt No. 0008165 dated 16 December 2025 issued by the civil judgment enforcement authority of Hai Phong City.

For appellate commercial court fees, the defendant must pay VND 2,000,000, to be offset against its advance under receipt No. 0008004 dated 30 June 2026 issued by the Regional No. 1 – Hai Phong civil judgment enforcement office. Dan Ka's appellate court-fee advance of VND 2,000,000 is to be refunded under receipt No. 0008006 dated 30 June 2026.

OPERATIVE PART

For the foregoing reasons,

Pursuant to Clause 1, Article 30; Point b, Clause 1, Article 35; Point b, Clause 1, Article 38; Point a, Clause 1, Article 39; Clause 1, Article 147; Articles 148, 184, 217; Clause 2, Article 244; Article 273; Clause 2, Article 308; and Article 309 of the Civil Procedure Code;

Pursuant to Articles 116, 117, 118, 119, 149, 150, 155, 157, 274, 275, 410, 420 and 429 of the Civil Code;

Pursuant to Clause 2, Article 26 and Clauses 1 and 2, Article 29 of Resolution No. 326/2016/UBTVQH14 dated 30 December 2016 of the Standing Committee of the National Assembly on court fees and charges, including their collection, exemption, reduction, payment, management and use;

THE COURT RULES AS FOLLOWS:

1. To accept the appeal of the plaintiff, Dan Ka Mineral Joint Stock Company, and reject the appeal of the defendant, Hai Phong Thermal Power Joint Stock Company. To amend First-Instance Commercial Business Judgment No. 03/2026/KDTM-ST dated 11 June 2026 of Regional People's Court No. 1 – Hai Phong.

2. To order the defendant, Hai Phong Thermal Power Joint Stock Company, to pay the plaintiff, Dan Ka Mineral Joint Stock Company, VND 80,157,568,062 as the coal price difference for 150,498.99 tonnes under Supply Contract No. 7217/HĐCC-NĐHP dated 9 December 2021, together with interest of VND 34,654,422,575. The total payable is VND 114,811,990,637 (one hundred fourteen billion eight hundred eleven million nine hundred ninety thousand six hundred thirty-seven Vietnamese dong).

From the date a request for enforcement is made by the judgment creditor until enforcement is completed, if the judgment debtor has not paid the amount due, the debtor must also pay interest on the outstanding amount at the rate prescribed by Articles 357 and 468 of the 2015 Civil Code.

3. To discontinue the plaintiff's claim against the defendant in respect of 4,889.02 tonnes (155,388.01 tonnes minus 150,498.99 tonnes).

4. Court fees:

(a) First-instance fees: The defendant, Hai Phong Thermal Power Joint Stock Company, shall pay VND 222,811,991. Dan Ka Mineral Joint Stock Company is not required to pay first-instance fees. Its advance payment of VND 104,500,000 under receipt No. 0008165 dated 16 December 2025 shall be refunded.

(b) Appellate fees: The defendant shall pay VND 2,000,000, offset against its advance payment under receipt No. 0008004 dated 30 June 2026. Dan Ka's appellate fee advance of VND 2,000,000 under receipt No. 0008006 dated 30 June 2026 shall be refunded.

5. Where this judgment is enforced under Article 2 of the Law on Civil Judgment Enforcement, the judgment creditor and debtor have the right to agree on enforcement, request enforcement, voluntarily comply, or be subject to compulsory enforcement in accordance with Articles 6, 7, 7a and 9 of that Law. The limitation period for enforcement is governed by Article 30 of the Law on Civil Judgment Enforcement.

This appellate judgment takes effect from the date of pronouncement.

Recipients: People's Procuracy of Hai Phong City; Regional People's Court No. 1 – Hai Phong; Regional No. 1 – Hai Phong Civil Judgment Enforcement Office; the parties; case file and court administration records.

ON BEHALF OF THE APPELLATE TRIAL PANEL
PRESIDING JUDGE
Mr. Nguyễn Hồng Giang

— End of unofficial translation —