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VIETNAM ELECTRICITY
POWER ENGINEERING CONSULTING JOINT STOCK COMPANY 3

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

No.: 4898/TVĐ3-TKCT

Ho Chi Minh City, November 13, 2026

EXTRAORDINARY INFORMATION DISCLOSURE

To: - State Securities Commission of Vietnam;
- Hanoi Stock Exchange.

1. Name of organization: Power Engineering Consulting Joint Stock Company 3

- Stock code: TV3

- Address: No. 32 Ngo Thoi Nhiem, Xuan Hoa Ward, Ho Chi Minh City

- Tel.: (+84) 28 222 111 69 Fax: (+84) 28 3930 7938

- Email: pecc3@pecc3.com.vn

2. Contents of disclosure:

On November 12, 2026, Power Engineering Consulting Joint Stock Company 3 received Appellate Commercial and Business Judgment No. 93/2026/KDTM-PT dated August 25, 2026, issued by the Appellate Court of the Supreme People's Court in Ho Chi Minh City, concerning a "Dispute over an Insurance Contract".

Information on the Case:

- The Plaintiffs, comprising Global Insurance Corporation (GIC), BaoViet Insurance Corporation, and Vietnam National Aviation Insurance Corporation (now DBV Insurance Group Joint Stock Company), filed a lawsuit requesting Power Engineering Consulting Joint Stock Company 3 (PECC3), together with the two other co-defendants, Power Engineering Consulting Joint Stock Company 2 (PECC2) and Kunming Engineering Corporation Limited - Power Construction Corporation of China (KHIDI), to be held jointly and severally liable for reimbursement of the insurance indemnity payments made in connection with the construction diversion tunnel incident at the Song Bung 2 Hydropower Project, totaling 14,871,605,885 VND.

- On September 10, 2025, the People's Court of Ho Chi Minh City pronounced First-instance Commercial and Business Judgment No. 296/2025/KDTM-ST, rejecting all claims brought by the Plaintiffs.

- Pursuant to Appellate Commercial and Business Judgment No. 93/2026/KDTM-PT dated August 25, 2026, issued by the Appellate Court of the Supreme People's Court in Ho Chi Minh City, the Appellate Trial Panel decided to: dismiss the appeal filed by BaoViet Insurance Corporation; accept the withdrawal of the appeals filed by Global Insurance Corporation (GIC) and Vietnam National Aviation Insurance Corporation (now DBV Insurance Group Joint Stock Company) and terminate the appellate proceedings in respect of their appeals; and uphold First-instance Commercial and Business Judgment No. 296/2025/KDTM-ST dated September 10, 2025, of the People's Court of Ho Chi Minh City.

The appellate judgment took legal effect on the date of its pronouncement (August 25, 2026).

3. This information was published on the Company's website on November 13, 2026, as in the link https://www.pecc3.com.vn/quan-he-co-dong/thong-tin-bat-thuong/

We hereby certify that the information provided is true and correct and we bear the full responsibility to the law.

Sincerely./.

Attached documents:
- Appellate Judgment No. 93/2026/KDTM-PT dated August 25, 2026.

Recipients:
- As above;
- BOD (for reporting);
- GD (for reporting);
- Archives: Office.

Organization representative
Person authorized to disclose information

M.S.D.N: 0301475102 - C.T.C.P
CÔNG TY CỔ PHẦN TƯ VẤN XÂY DỰNG ĐIỆN 3
THÀNH PHỐ HỒ CHÍ MINH

Pham Tran Quoc Viet

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SUPREME PEOPLE'S COURT
APPELLATE COURT
IN HO CHI MINH CITY

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Judgment No.: 93/2026/KDTM-PT
Date: August 25, 2026
Subject: Insurance contract dispute.

IN THE NAME
SOCIALIST REPUBLIC OF VIETNAM
APPELLATE COURT OF THE SUPREME PEOPLE'S COURT IN HO CHI MINH CITY

With the composition of the Appellate Panel:

Presiding judge: Mr. Le Hoang Tan.

Judges: 1/ Mr. Tran Ngoc Tuan

2/ Mr. Tran Van Muoi

Court clerk: Ms. Vu Ngoc Yen Xuan, Clerk of the Appellate Court of the Supreme People's Court in Ho Chi Minh City.

Representing the People's Procuracy: Mr. Dang Quoc Hoang, Prosecutor Senior level prosecutors and appellate reviewers in Ho Chi Minh City.

On August 25, 2026, at the headquarters of the Appellate Court of the Supreme People's Court in Ho Chi Minh City, a public hearing will be held for the Commercial Appeal Case No. 64/2026/TLPT-KDTM, filed on May 26, 2026, concerning: *"Dispute over insurance contract"*, between the parties involved:

Plaintiff:

1/ Global Insurance Corporation (GIC); Address: 16th Floor, Nam A Building, 201-203 Cach Mang Thang Tam Street, Ward 4, District 3 (now Xuan Hoa Ward), Ho Chi Minh City; Legal representative: Mr. Phan Hoang Chung Thuy, position: General Director (absent).

2/ BaoViet Insurance Corporation; Address: 7 Ly Thuong Kiet Street, Phan Chu Trinh Ward, Hoan Kiem District (now Cua Nam Ward), Hanoi City; Legal representative: Mr. Doan Viet Trang, position: General Director; Authorized representatives: Mr. Au Xuan Anh (present); Mr. Phan Duy (absent); Mr. Pham Cong Hao (absent).

3/ Vietnam National Aviation Insurance Corporation (now DBV Insurance Group Joint Stock Company); Address: 25th Floor, Vinacomin Building, 3 Duong Dinh Nghe Street, Yen Hoa Ward, Cau Giay District, Hanoi City; Legal representative: Mr. Nghiem Xuan Thai - General Director.

Defendant:

1/ Power Engineering Consulting Joint Stock Company 3 (PECC3); Address: 32 Ngo Thoi Nhiem Street, Vo Thi Sau Ward, District 3 (now Xuan Hoa Ward), Ho Chi Minh City; Legal representative: Mr. Tran Le Minh - General Director (Absent);

This document is published in both Vietnamese and English. In the event of any discrepancy or difference in interpretation between the English version and the Vietnamese version, the Vietnamese version shall prevail.

Authorized representatives: Mr. Tran Quoc Dien (Present), born in 1970, Mr. Pham Van Tuan, born in 1984 (Present), Ms. Nguyen Thi Uyen, born in 1979 (Present), Mr. Le Thanh Dung, born in 1992 (Present);

Legal counsel protecting the lawful rights and interests: Lawyers Nguyen Anh Tuan, Tran Nguyen Hai, and Do Khac Tat Hung, BizLaw Law Firm, Ho Chi Minh City Bar Association - 2nd Floor, Sonatus Building, 15 Le Thanh Ton Street, Saigon Ward, Ho Chi Minh City (All lawyers are present).

2/ Power Engineering Consulting Joint Stock Company 2 (PECC2); Address: 45, Street 2, Quarter 49, Thu Duc Ward, Ho Chi Minh City; *Authorized representatives*: Mr. Vu Cao Nguyen, born in 1990 (absent), Mr. Nguyen Tan Hon, born in 1995 (present).

3/ Kunming Engineering Corporation Limited (KHIDI); Address: 115 Renmin East Road, Kunming City, Yunnan Province, China; Authorized representative: Ms. Nguyen Viet Lan, born in 1980; Contact address: Room 608, CIC Building, 2 Nguyen Thi Due Street, Cau Giay District (now Yen Hoa Ward), Hanoi City (Present).

Parties with related rights and obligations: Power Generation Joint Stock Corporation 2 (GENCO2); Address: 01 Le Hong Phong Street, Tra Noc Ward, Binh Thuy District (now Thoi An Dong Ward), Can Tho City; Authorized representative: Mr. Huynh Van Dung (Present).

Appellants: BaoViet Insurance Corporation; Global Insurance Corporation (GIC); Vietnam National Aviation Insurance Corporation. On November 18, 2025, Global Insurance Corporation (GIC) and Vietnam National Aviation Insurance Corporation submitted requests to withdraw their appeals.

CASE DETAILS

According to the lawsuit and statements presented by the plaintiff:

1/ Summary of the Song Bung 2 Hydropower Project:

Project name: SONG BUNG 2 HYDROPOWER PROJECT.

Project implementation locations: La Êê commune, Zuôih commune, Nam Giang district and Tr'Hy commune, Tay Giang district, Quang Nam province.

The project is implemented under a Project Management Board model, with the Investor's representative managing the project being the Song Bung 2 Hydropower Project Management Board (abbreviated as "Song Bung 2 PMB").

Scale: Class II project (according to the Investment Project Approval Decision) with the following main parameters: Reservoir capacity of 94.3 million m^3; a concrete-faced rockfill dam (CFRD) with a maximum height Hmax = 98m; installed capacity Nlm = 100MW.

The entities involved in the construction project are:

- Investor:

+ Vietnam Electricity (EVN) during the period from April 26, 2013 and earlier;

+ Power Generation Corporation 2, One-Member Limited Liability Company

(GENCO2), from April 27, 2013 onwards. The investor's representative is the Song Bung 2 Hydropower Project Management Board (ASB2).

- Contractor for preparing the investment project: Power Engineering Consulting Joint Stock Company 3 (hereinafter referred to as PECC3);

- Construction survey contractor: PECC3;

- The contractor for the technical design is the joint venture of PECC3 and Kunming Engineering Corporation Limited (hereinafter referred to as Kunming Research Institute) - PECC3 is the leading contractor in the joint venture;

- Contractor for preparing construction drawings: PECC3;

- The contractor responsible for reviewing the technical design is: Power Engineering Consulting Joint Stock Company 2;

- Construction supervision and consulting contractor:

+The Song Bung 2 Hydropower Project Management Board (hereinafter referred to as the Song Bung 2 PMB) from December 31, 2012 and earlier;

+Power Engineering Consulting Joint Stock Company 1 (PECC1) from January 1, 2013 onwards.

*The contractors involved in the construction of the diversion tunnel (the construction item where the incident occurred):

- The unit responsible for inspecting and approving construction drawings before construction begins and providing construction supervision consulting services is ASB2.

- Construction contractor: Lung Lo Construction Corporation - One-Member Limited Liability Company;

- Contractor for the supply and installation of hydraulic mechanical equipment: Central Area Electrical Mechanical Joint Stock Company.

2/ Summary of the Construction Insurance Policy for the Song Bung 2 Hydropower Project from the Plaintiffs:

2.1/ For the Song Bung 2 Hydropower Project, the Plaintiffs - the consortium of co-insurers (including: Global Insurance Corporation (Global Insurance); BaoViet Insurance Corporation (Bao Viet Insurance); and Vietnam National Aviation Insurance Corporation (Aviation Insurance) - with Global Insurance as the leading consortium) - provided EVN, represented by ASB2, with an all-risk construction/installation and third-party liability insurance policy, specifically:

- Construction/Installation All Risks and Third-party Liability Insurance Contract No. 466/HĐ-ASB2 dated July 11, 2011 (hereinafter referred to as "Insurance Contract No. 466/HĐ-ASB2"), is attached:

+Appendix 01: Construction and equipment installation values for items in Package No. 43 - Song Bung 2 Hydropower Project;

+Appendix 02: Construction Insurance Rules and Amendments.

- Appendix to Contract No. 1760/PLBSHĐ-ASB2 dated December 20, 2015, regarding the extension of the insurance contract.

- Appendix to Contract No. 433/PLBSHĐ-ASB2 dated April 19, 2017, regarding: Supplementing Insurance Contract No. 466/HĐ-ASB2 dated July 11, 2011.

(hereinafter referred to as the "Insurance Policy")

2.2/ Insurance Contract No. 466/HĐ-ASB2, drawn up on July 11, 2011, contains the following main points:

- The insured object: All risks during the construction and installation of the items in Package No. 43: Construction and equipment installation insurance - Song Bung 2 Hydropower Project, with EVN as the investor, represented by ASB2, specifically comprising two parts:

+Part I: Material Losses: Compensation for material damage to the entire value of construction and equipment of items under Package No. 43 during construction due to any cause not excluded as stipulated in the Contract and Insurance Policy;

+ Part II: Third-Party Liability: Indemnification of the Insured for amounts that the Insured is legally liable to pay for damages resulting from:

- Unexpected injury or illness to a third-party;

- Unexpected loss to third-party property occurring in direct connection with the construction or installation of the items insured under Part I - Material Losses damage at or near the construction site during the insurance period.

- The Insured include:

+ EVN, represented by the Song Bung 2 PMB;

+ Main contractors and subcontractors directly involved in the construction of the project;

+ Other parties have rights and obligations related to the project.

- Insurance period: 48 months from July 11, 2011, plus an additional 24 months of extended warranty;

- Insurance amount:

+ The material losses amounted to: 2,090,036,330,000 VND;

+ The liability towards third-parties is as follows:

- Property damage: 20 billion VND per and every incident;

- Human casualties: 200 million VND per person per and every incident.

(The third-party liability has a deductible of 50 million VND per bait and covers all property losses).

2.3/ The supplementary appendix to Contract No. 1760/PLBSHD-ASB2 regarding the extension of the insurance contract, dated December 20, 2015, contains the following main contents:

- The insurance amount for the Material Losses Part has been adjusted to: 2,241,877,337,000 VND.

- The insurance period has been extended from July 11, 2015 to September 2, 2016.

2.4/ The supplementary appendix to Contract No. 433/PLBSHĐ-ASB2 regarding:

Supplementing Insurance Contract No. 466/HĐ-ASB2 dated July 11, 2011, drawn up on April 19, 2017, with the following main contents:

The insurance period was extended for 15 months, from September 3, 2016 to December 2, 2017, divided into two phases as follows:

+ Phase 1: 3 months, from September 3, 2016 to December 2, 2016;

+ Phase 2: 12 months, from December 3, 2016 to December 2, 2017 (including the trial run period).

The third-party liability allowance is 50 million VND per and all property losses.

3/ Summary of the incident that caused the loss:

3.1/ The incident occurred in the diversion tunnel of the Song Bung 2 hydropower plant, in La Êê and Zuôih communes, Nam Giang district, Quang Nam province.

3.2/ A diversion tunnel is a temporary auxiliary structure located along the river's course, approximately midway between the spillway and the weir, used to divert river water (primarily during the dry season). It runs underground through the spillway and dam construction area, serving the construction of the spillway and dam.

3.3/ Once the spillway and diversion dam are completed, the diversion tunnel will be sealed with concrete to store water in the reservoir for electricity generation. To facilitate the sealing of the diversion tunnel, the upstream and downstream sections must be blocked to prevent water from flowing into the tunnel before cleaning and pouring concrete to seal it. The upstream section of the diversion tunnel is sealed by two steel gate valves installed in the two valve slots at the tunnel entrance (gate valves No. 1 and No. 2).

3.4/ From September 1 to September 3, 2016, the construction site completed the closing of valves No. 1 and No. 2 of the diversion tunnel and reservoir of the Song Bung 2 hydropower plant, and water impoundment began on September 3, 2016. After closing the valves, leakage occurred downstream in the diversion tunnel. Construction units at the site actively rectified the problem upstream of the two valves.

3.5/ From September 9 to September 12, 2016, the construction site carried out work including building the downstream cofferdam, constructing the access road to the diversion tunnel, and installing drainage bombs, etc., in preparation for closing the diversion tunnel behind the sluice gate.

3.6/ On September 13, 2016, due to the influence of the circulation of typhoon No. 4, the construction area experienced heavy and prolonged rainfall and flooding in the reservoir area, causing the water level to rise rapidly.

3.7/ At 4 PM on September 13, 2016, the upstream water level reached 572m. Downstream, in the area where the diversion tunnel was under construction, the contractor, Hydraulics Construction Corporation No. 4 - Joint Stock Company, along with ASB2 and consulting units, were building a cofferdam downstream and pumping out water to prepare for pouring concrete for the diversion tunnel plug. They discovered a significant amount of water flowing out of the diversion tunnel, causing flooding downstream. The investor proactively demolished the cofferdam to drain the water. Subsequently, a loud explosion and a strong blast of air escaped from the downstream

outlet of the diversion tunnel, accompanied by a very large volume of water. The floodwater swept away all the valve plates of gate No. 2 and destroyed the diversion tunnel's supporting pillars, creating a massive flow through the diversion tunnel downstream and causing significant damage. The damages include property damage to households, organizations, and individuals downstream (Third-Parties), and material damage to indirect and direct items that the Investor must bear the cost of rectifying.

3.8/ Following the tunnel collapse incident, the People's Committee of Nam Giang District issued Decision No. 2299/QĐ-UBND dated September 21, 2016, on "Establishing a working group to collect information and data on damages caused by the collapse of the Song Bung 2 hydropower tunnel".

3.9/ Regarding the information and data on damages collected, the People's Committee of Nam Giang District has issued the following Decisions:

- Decision No. 2615/QĐ-UBND dated November 9, 2016, on "Approving the plan for compensation for damages caused by the collapse of the diversion tunnel at Song Bung 2 Hydropower Plant (Phase 1)", accordingly:

+ The beneficiaries of damage compensation are: 70 households in 4 communes: La Êê, La Dêê, Chà Vàl, and Zuôih; and 1 unit implementing the BCC Bời Lời seedling project;

+ The approved budget is: 2,359,287,000 VND;

+ The entity responsible for paying the compensation for damages is: ASB2.

Decision No. 3280/QĐ-UBND dated December 21, 2016, on "Approving the plan for compensation for damages caused by the collapse of the diversion tunnel at Song Bung 2 Hydropower Plant (Phase 2)", accordingly:

+ The beneficiaries of damage compensation are: 120 households in 4 communes: La Êê, La Dêê, Chà Val and Zuôih;

+ The approved budget is: 3,918,938,000 VND;

+ The entity responsible for paying for damage compensation is: ASB2.

Decision No. 1206/QĐ-UBND dated July 27, 2017, on "Approving the plan to support compensation for damage to the pedestrian suspension bridge due to the collapse of the diversion tunnel at Song Bung 2 hydropower plant", accordingly:

+ The recipient of compensation for damage is the pedestrian suspension bridge in Pà Oai village, La Êê commune, Nam Giang district, Quang Nam province.

+ The approved budget is: 288,000,000 VND;

+ The entity responsible for paying the compensation for damages is: ASB2.

3.10/ Accordingly, the total cost of compensation for damages is 6,566,225,000 VND, and the unit responsible for paying the compensation is the Song Bung 2 PMB. The payment of compensation for damages is documented with summary tables, lists of recipients, and payment vouchers (see Appendix 2, Volume 1/2, regarding: Documents related to the results of the working group's work, relevant district decisions, and payment vouchers for third-party compensation payments by the insured - which have been attached to the Statement of Claim).

4. Summary of the causes leading to the incident and resulting losses:

4.1/ Upon receiving the Notice of Material Damage Incident dated September 14, 2016, from the Song Bung 2 PMB, Global Insurance issued Official Letter No. 1476/2016/CV-GIC-TS dated September 15, 2016, inviting C&S Inspection Company Limited (hereinafter referred to as "C&S") to provide inspection services.

4.2/ After 3 days of work at the scene, from September 17 to 19, 2016, C&S and ASB2 compiled a Field Inspection Report to document the events, causes, and extent of damage from the incident.

4.3/ On October 24, 2017, the Minister of Industry and Trade submitted Report No. 103/BC-BCT to the Prime Minister reporting on the results of the assessment and evaluation of the causes of the tunnel collapse at the Song Bung 2 hydropower plant in Quang Nam province.

4.4/ On September 19, 2018, C&S submitted Summary Report No. 1 on "Flood Damage, Construction and Installation Insurance Policy and Third-Party Liability" to GIC.

4.5/ On August 23, 2019, C&S submitted Summary Report No. 2 on "Flood Damage, Construction and Installation Insurance Policy and Third-Party Liability" to GIC.

4.6/ Based on information from Report No. 103/BC-BCT of the Ministry of Industry and Trade, Summary Report No. 1 on "Flood damage, construction and installation insurance policy and third-party liability" of C&S and case documents, the cause of the incident at the Song Bung 2 hydropower diversion tunnel is determined as follows:

No.	Unit	Function	Degree of convexity	Detail	Note
1.	EVN, represented by ASB	Investor Approval of technical design	Joint liability	Without thoroughly reviewing PECC2's technical design appraisal report, the technical design submitted by the design consultant was approved.	The investor from April 26, 2013 and earlier
2.	GENCO2, represented by ASB2	Investor approves the revised technical design of the tunnel entrance for construction and approves the construction drawings		The decision to start filling the reservoir at the beginning of the rainy season 3 months later than the initially chosen design time led to difficulties in closing the sluice gates and sealing the diversion tunnel	Started investing on April 27, 2013
3.	PECC3	Project planning			

		contractor, Construction survey contractor			
4.	PECC3 and KHIDI	Contractor prepares the technical design, Contractor prepares the construction drawings	The main cause	Structural calculations were not performed during the engineering design phase as required. The calculation method used during the construction drawing design phase was inappropriate, resulting in a lack of reinforcing steel for the pier pillars of the diversion tunnel valve tower.	
5.	PECC2	Contractor reviews the technical design	Indirect causes	Despite not detecting any lack of detailed structural calculations for the diversion tunnel by the design consultant, the technical design documents were concluded to fully meet the technical requirements for submission to the Investor for approval.	
6.	ASB2	Construction supervision and consulting contractor	Indirect causes	Failure to detect design flaws and inconsistencies in time for timely adjustments or to request design consultants to make corrections. Acceptance of the reinforced concrete construction work for the diversion tunnel piers was carried out before meeting the design requirements.	From December 31, 2012 and earlier
7.	PECC1	Construction supervision and consulting contractor			From January 1, 2013
8.	Lung Lo Construction			Poor on-site construction organization resulted in	

	Corporation			concrete quality not meeting the design strength. The spacing between the steel columns is greater than required by the design.	
9.	Central Area Electrical Mechanical Joint Stock Company	Contractor for the supply and installation of mechanical equipment			

(hereinafter referred to as the "Incident Cause Identification Table")

5/ Summary of the insurance claim from the Song Bung 2 PMB and the settlement of the claim by the Plaintiffs:

5.1/ On September 14, 2016, the Song Bung 2 PMB sent a notification of material losses to Global Insurance.

5.2/ On May 18, 2018, the Song Bung 2 PMB sent Official Letter No. 460/ASB2-P2 to Global Insurance regarding "Loss items due to the diversion tunnel incident - Song Bung 2 Hydropower Project", with the following main points:

Based on Report No. 103/BC-BCT dated October 24, 2017 and the insurance contract, ASB2 determines that the responsibility for insurance compensation for third-party losses falls under the responsibility of Global Insurance.

According to the Table of Estimated Costs for Remediation and Compensation for the Diversion Tunnel Incident at the Song Bung 2 Hydropower Plant, attached to Official Letter No. 460/ASB2-P2, the compensation costs for third-parties are as follows:

+ Approved estimated value: 6,506,225,000 VND;

+ Amount paid: 6,506,225,000 VND.

In the official letter, the Song Bung 2 PMB requested Global Insurance to settle the liability insurance claim for third-party losses.

5.3/ On July 18, 2018, the Song Bung 2 PMB sent Official Letter No. 681/ASB2-P2 to Global Insurance regarding "Settling compensation for losses due to the diversion tunnel incident - Song Bung 2 Hydropower Project", in which the Song Bung 2 PMB requested: Based on the provided legal documents, the assessment report of C&S and the provisions of the insurance contract, the Song Bung 2 PMB requests Global Insurance to promptly settle the insurance compensation for the third-party's losses with a value of 6,516,225,000 VND after deducting the deductible.

5.4/ On April 10, 2019, Global Insurance sent Official Letter No. 0969/2019/CV-GIC-TS to the Song Bung 2 PMB regarding "Notification of advance compensation for third-party losses in the tunnel failure incident at the Song Bung 2 Hydropower Project on September 13, 2016", accordingly:

The Plaintiffs' representative, Global Insurance, announces an advance payment for the third-party loss of 6,456,225,000 VND, with the following compensation allocation ratio:

- Global Insurance will cover 70%, equivalent to 4,519,357,500 VND;

- Bao Viet Insurance will cover 20%, equivalent to 1,291,245,000 VND;

- Aviation insurance covers 10%, equivalent to 645,622,500 VND.

5.5/ On May 3, 2019, the Song Bung 2 PMB issued a Confirmation of Advance Compensation for Third-Party Liability to the Plaintiffs, confirming the acceptance of an advance compensation amount of 6,456,225,000 VND.

5.6/ On July 30, 2019, Global Insurance issued Official Letter No. 1295/2019/CV-GIC-TS, providing the second notification of compensation for third-party liability in the Song Bung 2 hydropower diversion tunnel incident that occurred on September 13, 2016. This letter included an additional 60,000,000 VND due to an error and announced that the full compensation for third-party liability would be paid to the Song Bung 2 PMB, amounting to 6,516,225,000 VND, including:

- Global Insurance will cover 70%, equivalent to 4,561,375,500 VND;

- Bao Viet Insurance will cover 20%, equivalent to 1,303,245,000 VND;

- Aviation insurance covers 10%, equivalent to 651,622,500 VND.

The Song Bung 2 PMB has agreed and signed the compensation confirmation attached to the compensation notice accompanying Official Letter No. 1295/2019/CV-GIC-TS dated July 30, 2019, from Global Insurance.

5.7/ As of the time of filing the lawsuit, the Plaintiffs have paid the following insurance benefits:

- Global Insurance has paid the full amount of its insurance liability (70%), specifically paying 4,561,357,500 VND to the Song Bung 2 PMB according to the payment order dated September 27, 2019;

- Bao Viet Insurance has paid the full amount of its insurance compensation liability (20%), specifically, BaoViet paid 1,303,245,000 VND to the Song Bung 2 PMB according to the payment order dated December 19, 2019.

- Aviation Insurance has paid the full amount of its insurance liability share (10%), specifically paying 651,622,500 VND to the Song Bung 2 PMB according to the payment order dated December 19, 2019.

6/ Summary of Consulting Contracts with Consulting Contractors Whose Faults Led to the Incident:

6.1/ PECC2 and the Kunming Research Institute provide consulting services for the preparation of technical design, overall cost estimates, and tender documents for equipment procurement of the Song Bung 2 Hydropower Project to the Song Bung 2 PMB under the following consulting contract:

- Consulting contract No. 45/HĐ-TBHC-P2SB2 dated April 15, 2008, for Package No. 2: Consulting services for preparing technical design - total cost estimate - tender documents for equipment procurement of the Song Bung 2 Hydropower Project;

- Agreement on the transfer of rights and obligations under Consulting Contract No. 45/HĐ-TBHC-P2SB2 dated January 1, 2009 (Thu Bon Hydropower Joint Stock Company transfer of rights and obligations under the Contract to EVN, represented by the Hydropower Project Management Board 3);

- Agreement on the transfer of rights and obligations under Consulting Contract No. 45/HĐ-TBHC-P2SB2 dated June 1, 2009 (EVN, represented by the Hydropower Project Management Board 3, transferred the rights and obligations under the Contract to ASB2).

6.2/ PECC2 provides design review and technical cost estimate consulting services for the Song Bung 2 Hydropower Project to ASB2 under the following consulting contract:

- Consulting service contract No. 210/HD-ATĐ3-P2SB2 dated February 25, 2009, regarding "Consulting services for technical design review and overall cost estimate of the Song Bung 2 Hydropower Project";

- Agreement on the transfer of rights, benefits and obligations under Contract No. 210/HĐ-ATĐ3-P2SB2 signed on February 25, 2009, and June 1, 2009 (EVN, represented by the Hydropower Project Management Board 3, transferred the rights and obligations under the Contract to ASB2).

6.3/ In addition, PECC3 also provides consulting services for preparing construction drawings and geological descriptions of foundation pits for the Song Bung 2 Hydropower Project for the Song Bung 2 PMB under the following consulting contract:

- Minutes of contract negotiation dated November 17, 2010; for Package No. 03: Consulting services for preparing construction drawings and geological descriptions of foundation pits for project components - Song Bung 2 Hydropower Project;

- Consulting Contract No. 649/HĐ-TĐSB2-P2 dated November 17, 2010, for Package No. 03: Consulting services for preparing construction drawings and geological descriptions of foundation pits for project components - Song Bung 2 Hydropower Project.

6.4/ According to the Incident Cause Identification Table in Section 4 above (the consulting contractors, namely PECC3, Kunming Research Institute, and PECC2, are identified as the contractors primarily responsible for causing the incident).

With the Claimants having paid the insurance premiums under Section 5.9 above, the Claimants are entitled to claim reimbursement from the contractors for the insurance premiums paid by the Claimants. At the same time, the Claimants reserve the right to seek reimbursement for any further compensation they may have to pay to the insured in the future.

The Plaintiffs are requesting the Court to resolve the following issues:

1. The consulting contractors responsible for the incident at the Song Bung 2 Hydropower Plant's diversion tunnel, namely Power Engineering Consulting Joint Stock Company 3, Kunming Engineering Corporation Limited, and Power Engineering Consulting Joint Stock Company 2, are jointly liable to compensate the sum of

6,516,225,000 VND (Six billion, five hundred sixteen million, two hundred twenty-five thousand dong) in one lump sum mediately after the judgment takes legal effect, including:

- Reimbursement to Global Insurance Corporation of the insurance amount that Global Insurance Corporation paid to the Song Bung 2 Hydropower Project Management Board is: 4,561,357,500 VND (Four billion, five hundred sixty-one million, three hundred fifty-seven thousand, five hundred dong);

- Reimbursement to BaoViet Insurance Corporation of the insurance amount that BaoViet Insurance Corporation paid to the Song Bung 2 Hydropower Project Management Board, which is: 1,303,245,000 VND (One billion, three hundred and three million, two hundred and forty-five thousand dong);

- Reimbursement to Vietnam National Aviation Insurance Corporation of the insurance amount that Vietnam National Aviation Insurance Corporation paid to the Song Bung 2 Hydropower Project Management Board is: 651,622,500 VND (Six hundred fifty-one million, six hundred twenty-two thousand, five hundred dong);

From the date the court judgment becomes legally effective, if the consulting contractors delay its execution, they shall be liable for interest on delayed execution as prescribed by law.

* On May 13, 2021, the Plaintiffs filed an amended lawsuit and paid the advance court fees for the amended claim. Specifically, the Plaintiffs requested:

"1. The consulting contractors responsible for the incident at the Song Bung 2 Hydropower Plant's diversion tunnel, including PECC3, Kunming Research Institute, and PECC2, are jointly liable to compensate the sum of 14,871,605,885 VND (Fourteen billion eight hundred seventy-one million six hundred five thousand eight hundred eighty-five dong) in one lump sum immediately after the judgment takes legal effect, including:

+ Reimbursement to Global Insurance Corporation of the insurance amount that Global Insurance Corporation paid to Song Bung 2 PMB is: 10,410,124,119 VND (Ten billion, four hundred ten million, one hundred twenty-four thousand, one hundred nineteen Vietnamese Dong);

+ Reimbursement to BaoViet Insurance Corporation of the insurance amount that BaoViet Insurance Corporation paid to the Song Bung 2 PMB is: 2,974,321,178 VND (Two billion, nine hundred seventy-four million, three hundred twenty-one thousand, one hundred seventy-eight dong).

+ Reimbursement to the Vietnam National Aviation Insurance Corporation of the insurance amount that the Vietnam National Aviation Insurance Corporation paid to ASB2, which is: 1,487,160,588 VND (One billion, four hundred eighty-seven million, one hundred sixty thousand, five hundred eighty-eight dong).

The Plaintiff disagrees with the opinion of PECC3 that the insured party in this case is EVN because this opinion is completely without legal basis and does not conform to the objective reality of the event, specifically as follows:

Power Generation Corporation 2 is the successor entity to Vietnam Electricity

according to Insurance Contract No. 466/HĐ-ASB2:

1.1. Point b, Section 3, Part III on "Clause Regarding the Insured" in the Self-Declaration of PECC3 contains the following content: "...Furthermore, there is no Transfer Agreement between Vietnam Electricity, Power Generation Company No. 2, and the Joint Venture of Co-insurers regarding rights, benefits, and obligations between the parties. Therefore, Clause 2.2 Regarding the Insured remains unchanged despite changes in the information of the Policyholder, specifically:

"2.2. The Insured:

Vietnam Electricity, represented by the Song Bung 2 PMB.

- Main contractors and subcontractors are directly involved in the construction of the project.

- Other parties have rights and obligations related to the project."

Global Insurance believes that the above opinion of PECC3, claiming that Vietnam Electricity ("EVN") remains the insured party to date, is completely unfounded and inconsistent with the reality of the signing and implementation of insurance agreements between the parties, for the following reasons:

1.2.1. On June 1, 2012, the Minister of Industry and Trade issued Decision No. 3024/QĐ-BCT on the establishment of the parent company - Power Generation Corporation 2 ("GENCO2") based on the reorganization and restructuring of Can Tho Thermal Power Company Limited; dependent power generation companies, power source project management boards and the transfer of the right to represent the state capital ownership in a number of power generation companies under EVN ("Decision 3024").

Accordingly, Decision 3024 of the Ministry of Industry and Trade stipulates the transfer of rights and obligations related to the Song Bung 2 Hydropower Project between EVN and Power Generation Corporation 2 as follows:

Section 2 of the Appendix attached to Decision 3024 stipulates that the Song Bung 2 Hydropower Project is included in the list of projects transferred from EVN to Power Generation Corporation 2.

Clause 1, Article 1 of Decision 3024 stipulates that Power Generation Corporation 2 "inherits the legal rights and obligations of Can Tho Thermal Power One-Member Limited Liability Company, and the legal rights and obligations of Vietnam Electricity transferred upon receiving related units...".

Therefore, based on Decision 3024, as the recipient of the Song Bung 2 Hydropower Project from EVN, Power Generation Corporation 2 will inherit all rights and obligations related to this Project, including the contracts that EVN has signed to implement the Project, including the Insurance Contract No. 466/HĐ-ASB2 signed by EVN with the Joint Venture of Co-insurers (the Plaintiffs) on July 11, 2011.

1.2.2. In accordance with the decision of the Ministry of Industry and Trade, on December 28, 2012, EVN and Power Generation Corporation 2 signed a handover agreement. Accordingly, EVN transferred to Power Generation Corporation 2 the right to manage the project management boards, including the Song Bung 2 Hydropower Project Management Board.

1.2.3. On July 9, 2013, EVN issued Document No. 2599/EVN-PC to the Power Generation Companys in which EVN holds 100% of the charter capital (including Power Generation Corporation 2, collectively referred to as "EVNGENCO") regarding EVN's transfer to EVNGENCO of the contractual status related to projects that EVNGENCO had received from EVN ("Document 2599"). Specifically:

Article 1 of Document 2599 states: "By this document, EVN agrees to transfer the contractual obligations to EVNGENCO for the contracts already signed to implement projects where EVNGENCO is the transferred investor. All rights and obligations of EVN under the contract will be fully inherited by EVNGENCO from the date of transfer."

Article 2 of Document 2599 states: "EVNGENCO is tasked with directing its subordinate Project Management Boards to review and re-examine the signed contracts for project implementation; to officially notify the policy of transferring the contract entity from EVN to EVNGENCO and to work with relevant contractors and partners to agree on the transfer of the contract entity. Based on EVN's agreement in this document, a Contract Entity Transfer Agreement shall be signed. From the date of transfer, EVNGENCO will inherit all rights and obligations of EVN under the transferred contracts..."

Therefore, to implement Decision 3024 of the Ministry of Industry and Trade, EVN has issued a directive to Power Generation Corporation 2 to carry out the procedures for signing contracts with contractors and partners related to the projects that Power Generation Corporation 2 received from EVN, including the Song Bung 2 Hydropower Project.

1.2.4. On August 21, 2013, Power Generation Corporation 2 and the consortium of co-insurers (Plaintiffs) signed the Agreement on Transfer of Contract Parties to Insurance Contract No. 466/HD-ASB2 ("Contract 466"). Specifically:

Article 2, regarding "Transfer," of the Transfer Agreement stipulates: "From the Transfer Date, EVNGENCO2 will replace Vietnam Electricity (EVN) in signing and implementing all rights, obligations, and responsibilities under the Contract. All rights, obligations, and benefits of EVN under the contract will be fully inherited by EVNGENCO2 from the Transfer Date. All references to the Investor/Customer in the Contract will refer to EVNGENCO2." The Transfer Agreement also explicitly states that the transfer date was April 26, 2013.

Article 4, on "Agreement and Acceptance of Transfer", of the Transfer Agreement stipulates: "The insurer agrees and accepts the transfer between EVN and EVNGENCO2 as stipulated in this Agreement. The insurer commits to fulfilling all its obligations under the Contract to ensure the rights of EVNGENCO2."

Therefore, from April 26, 2013, Power Generation Corporation 2 replaced EVN as the entity to continue fulfilling the rights and obligations arising from Contract 466, including the right to enjoy insurance benefits as stipulated in Article 3 on "Insured Benefits" of Contract 466.

1.3. Based on the above grounds, it can be affirmed that Power Generation

Corporation 2 is the insured party in the insurance relationship with the Plaintiffs, based on the transfer of the legal entity status under Contract 466 from EVN. The claim by PECC3 that EVN remains the insured party is completely unfounded and inconsistent with the Ministry of Industry and Trade's decision on the establishment of Power Generation Corporation 2 and the process of signing and implementing insurance agreements between the relevant parties.

2. PECC3 cannot invoke the clause on waiver of subrogation rights in Contract 466 as grounds for releasing itself from its compensation obligations:

2.1. Based on the analysis presented in Section 1 of this Opinion Document, since EVN is no longer considered the insured under Contract 466 (which has been inherited by Power Generation Corporation 2), the citation by PECC3 regarding the waiver of subrogation clause stipulated in Article 36, Part B - Clauses, amendments and supplements, Appendix 2 attached to Contract 466) is completely unfounded.

2.2. Because Article 36 on "Waive of Subrogation Clause", Appendix 2 attached to Contract 466 stipulates as follows: "In the event of a loss arising under this contract, the parties agree that the Insurance Company shall waive the right to transfer from the Insured the right to pursue liability of any company that is a part, a branch or an affiliated entity of the Insured if such Company is mentioned in the Insured's annual financial statements or profit and loss reports."

2.3. Since Power Generation Corporation 2 and PECC3 are two completely independent legal entities, with no affiliation or branch relationship between them, PECC3's citation of the aforementioned clause to argue that the Plaintiffs will waive their right to transfer power from Power Generation Corporation 2 in order to pursue liability against PECC3 is completely unfounded.

* The Defendant, Power Engineering Consulting Joint Stock Company 3, stated:

Regarding the Song Bung 2 Hydropower Project, Power Engineering Consulting Joint Stock Company 3 has signed the following consulting contracts:

Consulting Contract No. 45/HĐ-TBHC-PESB2 - Package No. 02 *"Consulting for the preparation of technical design - total cost estimate - tender documents for equipment procurement of the Song Bung 2 Hydropower Project"* signed on April 15, 2008 between Thu Bon Hydropower Company (the client) and the Joint Venture of Power Engineering Consulting Joint Stock Company 3 and Kunming Engineering Corporation Limited, China (the contractor).

Contract No. 649/HĐ-TĐSB2-P2: Package No. 03 *"Consulting services for preparing construction drawings and geological descriptions of foundation pits for main project components - Song Bung 2 Hydropower Project"* signed on October 17, 2010 between Song Bung 2 Hydropower Project Management Board (the client) and PECC3 (the contractor).

According to the aforementioned consulting contracts, PECC3 participated in the Song Bung 2 Hydropower Project in the following roles:

(a) The contractor responsible for preparing the investment project:

(b) Construction survey contractor:

(c) The contractor responsible for preparing the technical design is the Joint Venture of PECC3 and KHIDI, with PECC3 being the leading contractor in the Joint Venture.

(d) The contractor prepared the construction drawings:

The diversion tunnel (the section where the incident occurred) of the Song Bung 2 Hydropower Plant was started on January 13, 2011, and completed and put into operation on December 13, 2012. The diversion tunnel, situated along the river's course, is a temporary auxiliary structure used to divert river water through the tunnel to facilitate the construction of the dam and spillway of the Song Bung 2 Hydropower Project.

Once the spillway and diversion dam are completed, the diversion tunnel will be sealed with concrete to store water in the reservoir. To facilitate the sealing of the diversion tunnel, the upstream section is blocked by two steel gate valves that close into the valve slots at the tunnel entrance (gate valve No. 1 and gate valve No. 2). According to the procedure, after sealing the flow and storing water, the tunnel will be poured with concrete along its entire length through the dam body to seal it.

From September 1 to 3, 2016, the construction site completed the closing of valves No. 1 and No. 2. The Song Bung hydroelectric reservoir began impounding water on September 3, 2016. From September 9 to 12, 2016, the next phase of work was carried out to prepare for the concrete pouring of the tunnel closure behind the valves.

After 10 days of water impoundment, due to the influence of the circulation of typhoon No. 4, the construction area experienced heavy rain and prolonged flooding. At 4:25 PM on September 13, 2016, when the upstream water level reached 572m (the spillway crest elevation was 591m), and the water level downstream of the sluice gate was approximately 521m, an incident occurred at sluice gate No. 2: The downstream concrete section of the pier's gate gap was damaged, the gate gap was torn, the reinforced concrete of the breast wall beam along with the beam's cladding was damaged, gate leaf No. 2 was washed away, and water flowed through the area. The reservoir's water flow through sluice gate No. 2 downstream is very high, causing the water level downstream of the diversion tunnel to rise to elevation ▽+533.0m and resulting in significant damage.

Following the aforementioned diversion tunnel incident, the Ministry of Industry and Trade selected the Vietnam Hydraulic Engineering Consultants Corporation - JSC (hereinafter referred to as "HEC") as the consulting agency to conduct the inspection of the cause of the Song Bung 2 hydropower plant incident. On August 23, 2017, HEC submitted report No. 831Đ-TH-BC01C to the Ministry of Industry and Trade on the results of the inspection of the Song Bung 2 hydropower plant incident (hereinafter referred to as "Inspection Report 831").

Based on the content of HEC's Inspection Report 831, the Ministry of Industry and Trade issued Report No. 103/BC-BCT dated October 24, 2017, on the results of the inspection and assessment of the causes of the tunnel collapse at the Song Bung 2 hydropower plant in Quang Nam province (hereinafter referred to as "Report 103").

For the Song Bung 2 Hydropower Project, the consortium of co-insurers includes: Global Insurance Corporation; BaoViet Insurance Corporation; and Vietnam National Aviation Insurance Corporation, which provide all-risk construction/installation and third-party liability insurance for EVN, represented by the Song Bung 2 PMB. The insured object: *All risks during the construction, installation, and third-party liability of Package No. 43: Construction and equipment installation insurance - Song Bung 2 Hydropower Project*.

Following the incident, the Investor (represented by the Song Bung 2 PMB) rectified the damage and paid compensation for the losses. Subsequently, the Song Bung 2 PMB requested the consortium of contractors to compensate for the damages.

According to the Plaintiff's Statement of Claim filed on January 21, 2020, amended by the Amended Statements of Claim dated September 16, 2020, October 1, 2020, and May 13, 2021, the consortium of insurance contractors paid the Song Bung 2 PMB a total of 14,871,605,885 VND (Fourteen billion, eight hundred seventy-one million, six hundred five thousand, eight hundred eighty-five dong). This is the amount that the Plaintiffs request PECC3, in conjunction with the other defendants, to reimburse them.

Following the incident, Global Insurance issued a notice inviting C&S Inspection Company Limited (hereinafter referred to as "C&S") to provide surveying services related to the incident.

Subsequently, C&S submitted Summary Report No. 1 on "Flood Damage, Construction and Installation Insurance Policy and Third-Party Liability" on September 19, 2018 to Global Insurance (hereinafter referred to as "C&S Summary Report No. 1"). C&S Summary Report No. 1 C&S cites the cause of the incident as stated in section 3, pages 12 and 13 of Report 103, as follows:

"3. Conclusion on the cause of the incident by the Inspection Consultant:

Based on the calculation results, the consulting firm eliminated objective causes (rain, floods, delayed reservoir water impoundment, etc.) and concluded that the structural failure was due to subjective causes, with the direct cause being the substandard quality of design and construction of the diversion tunnel.

(1) Design error: The design consulting consortium (PECC3 and KHIDI) failed to perform structural calculations for the diversion tunnel during the technical design phase (according to PECC3's explanation (dated July 18, 2017) and EVN's (Document No. 3411/EVN-DT+PC+QLXD mentioned above), this was done during the construction drawing design phase). However, due to an incorrect approach, insufficient reinforcement was placed in the sluice gate and sluice gate pillars (according to the explanation). In reality, only placing reinforcement in the valve gaps of the sluice gate pillars with a reinforcement area of Fa = 10.05 cm2/m means that in all cases of inspection and calculation, the sluice gate pillars do not ensure sufficient strength at the reservoir water level in case of an incident (water level height of 572m - this is much lower than the design water level MNDBT=605m), while the sluice gate and pillars must withstand the entire tunnel alignment period. This is the main reason for the construction failure.

(2) Construction defects: Although the results of some initial concrete and steel reinforcement samples (samples retained before construction) met and exceeded the required concrete and steel grades according to the design, the organization of construction at the site was not good, leading to substandard concrete quality. Some concrete samples did not meet the design grade; the compressive strength, tensile strength, and density of the concrete did not meet the design requirements; the spacing between the steel bars increased by 8.1% - 8.9% compared to the design. This is an additional reason why the concrete of the tunnel entrance piers fractured prematurely…"

The plaintiff relied on the cause-and-effect opinion in Report 103 (issued based on Inspection Report 831) to conclude that PECC3's fault was the primary cause of the diversion tunnel failure, and therefore requested the defendants (including PECC3) to compensate for damages.

In Section 4.6 of the Statement of Claim dated January 21, 2020, the Plaintiff presented a Table of Incident Causes, which contains the following information related to PECC3:

Unit	Function	Degree of convexity	Detail	Note
PECC3 and KHIDI	Contractor prepares the technical design, Contractor prepares the construction drawings	The main cause	Structural calculations were not performed during the engineering design phase as required. The calculation method used during the construction drawing design phase was inappropriate, resulting in a lack of reinforcing steel for the pier pillars of the diversion tunnel valve tower.	

PECC3 completely disagrees with the conclusions regarding the cause of the incident related to PECC3 in Inspection Report 831, Report 103 (issued based on Inspection Report 831), and Summary Report No. 1 C&S (issued based on Report 103). PECC3 also disagrees with all of the Plaintiff's claims, as PECC3 was not at fault as the cause of the diversion tunnel incident as concluded in Inspection Report 831 and Report 103. Therefore, PECC3 is not liable for compensation as requested by the Plaintiffs. This point has been repeatedly affirmed by PECC3 throughout the proceedings at the People's Court of Ho Chi Minh City.

Although PECC3 was not at fault for the tunnel incident, after the incident occurred, PECC3 promptly coordinated with Vietnam Electricity (EVN), Power Generation Corporation 2 (GENCO2), Song Bung 2 Hydropower Project Management Board, and Power Engineering Consulting Joint Stock Company 1 (PECC1) to carry out remedial work. Under the close guidance of EVN and the Ministry of Industry and

Trade, engineers from PECC3 worked day and night researching solutions to rectify the tunnel incident, ensuring the safety of the tunnel and related project components, which have been operating stably and reliably since 2018. At the same time, PECC3 also cooperated with relevant units and provided complete legal documents to support the investigation of the incident.

Simultaneously, PECC3 also coordinated with relevant units to conduct on-site inspections and determine the cause of the incident. During the process of the HEC consulting firm preparing the report on the cause of the diversion tunnel incident, PECC3 submitted numerous explanatory documents addressing each assessment item by HEC (Report 831), such as:

(a) Explanatory documents for the HEC inspection report.

+ Document No. 4514/TVĐ3-TĐ from PECC3 to the Song Bung 2 PMB dated December 12, 2016, regarding clarification and supplementation of calculation documents/records related to the design phases of the Song Bung 2 hydropower plant, as per the report prepared by HEC.

+ Document No. 4579/TVĐ3-TĐ from PECC3 to the General Department of Energy - Ministry of Industry and Trade dated December 16, 2016 regarding the appendix for calculating the stability and concrete structure of the diversion tunnel entrance.

+ Document No. 1233/TVĐ3-TĐ from PECC3 to the General Department of Energy - Ministry of Industry and Trade dated May 3, 2017, regarding the explanation of the opinion of the General Department of Energy - Ministry of Industry and Trade on the concrete structure of the diversion tunnel entrance.

+ Document No. 1664/TVĐ3-TĐ from PECC3 to the Song Bung 2 PMB dated June 13, 2017, regarding the report on the investigation of the cause of the diversion tunnel incident.

+ Document No. 2084/TVĐ3-TĐ from PECC3 to the Song Bung 2 PMB dated July 14, 2017, regarding the explanation of the cause of the diversion tunnel incident.

(b) Explanatory documents for report 103/BC-BCT dated October 24, 2017.

+ Document No. 3395/TVĐ3-TĐ from PECC3 to EVN dated November 3, 2017, regarding the report on the investigation of the cause of the diversion tunnel incident.

These documents all affirm that PECC3 was not at fault for the incident at the diversion tunnel of the Song Bung 2 Hydropower Plant.

Firstly: The faulty section was constructed incorrectly according to the design documents of PECC3 and Kunming Research Institute, and is not a product of the Joint Venture.

Regarding the structural analysis of the tunnel valve tower, the Kunming Research Institute and PECC3 analyzed that the shape, concrete quality, and steel reinforcement of the valve tower did not conform to the design specifications of the joint venture. Therefore, the joint venture did not offer any opinion on the assessment or consideration of issues related to the operation of the valve tower structure. In other words, the joint venture cannot be held responsible for a product that does not conform to the design

specifications of the joint venture.

Secondly: There are many limitations in the Inspection Report 831 of the Vietnam Hydraulic Engineering Consultants Corporation (HEC).

The limitations of HEC's Inspection Report 831 indicate that the cause of the incident at water level 572.0m was due to construction quality: support beams, steel bars No. 07 and 08 not conforming to design specifications, concrete quality, concrete cover, etc.

On June 6, 2024, the Court issued Decision No. 2517/2024/QD-TCGD requesting expert assessment, thereby requesting the Joint Stock Company for Civil Engineering Consultant and Construction - COFEC to conduct the assessment:

The construction drawings for the diversion tunnel - Reinforced concrete entrance drawings - September 2011; and Technical Design - Volume 6: Drawings Volume 6.1 - Construction drawings - Volume 1 - Proposed plan drawings, 3/3: Construction organization drawings - April 2010, to assess whether the design documents ensure structural safety. Identify any errors by the design consulting unit (if any).

On September 6, 2024, the Joint Stock Company for Civil Engineering Consultant and Construction - COFEC issued Expert Opinion No. 07/2024/CV-COFEC regarding: *Judicial Expert Opinion on a Case-by-Case in Construction* (hereinafter referred to as "Judicial Expert Opinion 07") and its Appendix. Section V, Conclusion on the Subject of Expert Opinion, of Judicial Expert Opinion 07, page 18, contains the following content:

The conclusion regarding the legal compliance and suitability of the design consulting contractor in Section V.1 is as follows: *"The design documents for the project's components are legally compliant, comply with all legal regulations, and meet the requirements of the Investor."*

The conclusion regarding the basis for determining the quality and suitability of the project design documents in Section V.2 is as follows: *"The technical design documents and construction drawings for the diversion tunnel structure of the Song Bung 2 hydropower plant ensure structural safety as required."*

Furthermore, Expert Opinion No. 07 and its Appendix pointed out numerous errors in the content of HEC's Inspection Report 831 (the inspection unit), such as shortcomings in the technical criteria applied by HEC and in HEC's calculation methods. On page 17 of Expert Opinion No. 07 and page 18 of the Appendix, it was concluded: *"Based on the calculation results, it can be concluded that the main cause of structural failure of the water intake pier is due to the fact that reinforcing bars No. 1 and No. 8 did not meet the requirements for anchor length, thus reducing the load-bearing capacity of the structure."*

+ In addition to the main reasons mentioned above, several supplementary factors such as the height of the support beam at the valve crest being greater than designed, inconsistent concrete strength, and larger spacing between reinforcing bars than designed... also reduce the load-bearing capacity of the valve crest structure.

Thus, Judicial Expert Opinion 07 affirmed that the design documents of PECC3 are *legally sound, comply with legal regulations, meet the investor's requirements, and*

ensure structural safety as required. This refutes the basis cited by the plaintiff to claim compensation from PECC3, namely that *"PECC3 was primarily at fault for the tunnel collapse."* Therefore, based on Judicial Expert Opinion 07, PECC3 reaffirms that it was not at fault for the tunnel collapse and is therefore not liable for compensation as requested by the plaintiff.

The actual construction did not conform to the joint venture's design documents, therefore the defendant cannot be held responsible for construction deviations. Report 103/BC-BCT is not an expert assessment; it is a report from a state agency for state management purposes and is not a basis for the plaintiff to file a lawsuit. The documents listed in Report 103 are inspection report No. N 831Đ-TH-BC01C dated August 2017, not an expert assessment report under the Civil Procedure Code and the Law on Judicial Expertise. Therefore, the Court is requested to conduct an expert assessment of the design documents as requested by the defendant.

For the reasons stated above, PECC3 does not agree with all of the Plaintiff's claims. PECC3 respectfully requests the Panel of Judges to consider and dismiss the lawsuit. The plaintiff's entire claim and the request for the plaintiff to bear the costs of forensic examination.

The defendant, Kunming Engineering Corporation Limited, China Electric Power Construction Group (KHIDI), represented by its authorized representative Ms. Nguyen Viet Lan, stated:

On April 15, 2008, Thu Bon Hydropower Joint Stock Company and the consortium of Power Engineering Consulting Joint Stock Company 3 and Kunming Research and Survey Institute of China signed a consulting contract for the preparation of technical design, overall cost estimate, and tender documents for equipment procurement for the Song Bung 2 Hydropower Project. Accordingly, Power Engineering Consulting Joint Stock Company 3 was the lead contractor in the consortium, and Kunming Research Institute was a member of the consortium. In the contract, the construction diversion tunnel was one of the consortium's work items. It was a temporary structure located along the river course between the spillway and the dam, using an underground diversion diversion system to avoid the spillway and dam construction area, serving the construction of the spillway and dam. Once the spillway and dam were completed, the construction diversion tunnel would be sealed with concrete to store water in the reservoir for electricity production. To facilitate the construction of the diversion tunnel, water flow into the tunnel must be stopped before cleaning the tunnel and pouring concrete to seal it.

Regarding the acceptance of the work performed by the Kunming Research Institute under the Contract: The project's technical design documents were approved by the Vietnam Electricity (EVN) in Decision No. 450/QĐ-EVN dated August 26, 2009; and the Acceptance Minutes No. 01/NTTK-TDDSB2-P4 dated September 30, 2009, of the Vietnam Electricity - Song Bung 2 Hydropower Project Management Board concerning the construction design. Accordingly, the construction diversion tunnel is included in the approved content.

The diversion tunnel for the Song Bung 2 hydropower project was started on

January 13, 2011, and completed and put into operation on December 13, 2012.

From September 1 to September 3, 2016, the construction site completed the closing of valves No. 1 and No. 2 of the diversion tunnel and reservoir of the Song Bung hydropower project, and began impounding water on September 3, 2016.

At 4:25 PM on September 13, 2016, an incident occurred at the construction diversion tunnel: when the reservoir water level reached 572.0m/MNDBT 605.0m, and the downstream water level was approximately 521.0m, an incident occurred at gate No. 2: The concrete on the downstream side of the gate slot of the construction diversion tower was destroyed; the steel gate was torn apart; and the reinforced concrete breast-wall beam and the gate were damaged. During the incident, the water discharge was extremely high, causing the water level downstream of the construction diversion tunnel outlet to rise to an elevation of ▽+533.0 m.

Following the incident, the Ministry of Industry and Trade and other competent agencies/units proceeded to gather information, investigate the cause of the incident, and implement measures to mitigate the damage.

On October 24, 2017, the Ministry of Industry and Trade submitted Report No. 103/BC-BCT to the Prime Minister reporting on the results of the assessment of the causes of the tunnel collapse during the construction of the Song Bung 2 Hydropower Plant in Quang Nam province, which identified the responsibilities of the parties involved in the project.

On July 18, 2018, ASB2, representing the project's investor, sent official letter No. 681/ASB2-P2 to Global Insurance Corporation regarding the "settlement of compensation for losses due to the construction of the diversion tunnel - Song Bung 2 Hydropower Plant" under Insurance Contract No. 466/HĐ-ASB2 dated July 11, 2011, and its appendices. Global Insurance Corporation (representing the co-insurance consortium) requested Global Insurance Corporation to settle the insurance claim for the third-party's losses, with a value of 6,566,225,000 VND after deducting the deductible. The co-insurance consortium has paid the aforementioned insurance amount.

On May 13, 2021, the co-insurance consortium (Global Insurance Corporation, BaoViet Insurance Corporation, and Vietnam National Aviation Insurance Corporation) filed an additional lawsuit demanding that the consulting contractors, including Power Engineering Consulting Joint Stock Company 3, Kunming Engineering Corporation Limited, and Power Engineering Consulting Joint Stock Company 2, jointly compensate the amount of 14,871,605,885 VND (Fourteen billion eight hundred seventy-one million six hundred five thousand eight hundred eighty-five dong).

Due to delays in the service of the Court's mandated documents and the COVID-19 pandemic situation in Vietnam (the Kunming Research Institute only received the documents in September 2021), the Kunming Research Institute sent a letter requesting an extension of time to respond to the competent Vietnamese authorities immediately after receiving the documents.

On April 15, 2008, Thu Bon Hydropower Joint Stock Company and the consortium between Power Engineering Consulting Joint Stock Company 3 and Kunming

Engineering Corporation Limited, China signed a consulting contract for the preparation of technical design - overall cost estimate - tender documents for equipment procurement of the Song Bung 2 Hydropower Project. The contract stipulated several key contents as follows:

The design utilizes current Vietnamese design standards. For areas lacking Vietnamese design standards, international standards, Russian standards, and the latest versions of G7 developed countries will be used. The technical design documents will summarize the standards used in the design of the Song Bung 2 hydropower project. The design sequence consists of three steps: Basic Design, Technical Design, and Construction Drawing Design. This contract only covers the work of preparing the technical design, overall cost estimate, and tender documents.

Quality and Technical Requirements (Article 2 of the Contract): The consultant is obligated to perform the work specified in the contract, ensuring compliance with all standards and technical requirements.

The bidding documents must adhere to the current technical procedures and regulations of the State and the industry to ensure efficiency and cost-effectiveness for the Customer and comply with Article 52 of the Construction Law. The quality of the bidding documents for equipment procurement must be complete enough to be submitted for approval, bidding, bid evaluation, and sufficient to prepare the contract for the package.

Article 11c (Consultant's Obligations): Responsibilities of Kunming Research Institute: Kunming Research Institute assumes and is primarily responsible for the main technical solutions, progress, and quality of the engineering design phase of the project according to the work assignments in the Technical Proposal of the Joint Venture of PECC3 - Kunming Research Institute, acting as the Project Design Manager in accordance with Vietnam's Construction Law No. 16/2003/QH11 dated November 26, 2003, Vietnamese construction regulations, standards, and other relevant current government laws. - It is primarily responsible for defending and explaining the documents and files prepared by the Consultant within the scope of services before competent authorities and acceptance councils at all levels as required by the Client, acting as the Project Design Manager.

The work process of the Kunming Research Institute:

Regarding the acceptance of the work performed by the Kunming Research Institute under the Contract: The project's technical design documents were accepted and approved by the Vietnam Electricity - EVN in Decision No. 450/QĐ-EVN dated August 26, 2009 (Article 5 of design standards: 285:2002 Hydraulic Engineering Works - Main Regulations on Design; Vietnamese and Chinese design standards and specialized regulations for the design of concrete-faced rockfill dam (CFRD); Russian, G7 and IEC specialized design standards for technological equipment).

Project classification: Class II according to TCXDVN 285:2002 - irrigation works, mainly focusing on design; the total construction cost estimate will be approved in a separate decision.

The construction of the diversion tunnel is included in section 8.3 of the approval document.

Thus, KHIDI has fulfilled all obligations under Contract No. 45/HĐ-TBHC-P2SB2 and the work has been inspected and accepted in accordance with regulations.

2. Relevant regulations of the standard procedure for design work:

Temporary construction standards: Based on Vietnamese design standard TCVN 285:2002

Section 2.1: Temporary structures are structures used only during the construction period or only for repairing permanent structures during the operation period (swing dikes, diversion structures, construction discharge structures, temporary bridges, etc.).

Therefore, the tunnel under construction is a temporary structure in the construction of hydraulic engineering projects.

Industry standards TCVN 14 and TCVN 119:2002 stipulate:

"2. Components, content, and scope of technical design and total cost estimate

…

2.3.7. Construction solutions.

2.3.7.2. Dividing and filling in lines.

1. Flow standards.

a) The diversion standards are defined in the Feasibility Study Report and any adjustments made.

b) Determine the diversion and backflow rates according to the construction phases.

2. Proposed diversion plan for each construction phase.

a) Refine the diversion plan and the arrangement of diversion structures.

b) Design of diversion structures: selecting the layout and structural form of the water-blocking and water-discharging diversion structures. Calculating and determining the scale.

c) Choose a phased construction method for the project.

Therefore, the "design of diversion structures: selecting the layout and structural form of water-blocking and water-discharging diversion structures, calculating and determining the scale" (2.3.7.2. Diversion and filling) does not require detailed structural calculations during the engineering design phase. Design work during the engineering design phase is carried out according to the provisions of 2.3.7 mentioned above.

National Technical Standard QCVN 04-02:2010/BNNPTNT 66

2. Technical regulations

2.1 Components and content of the technical design dossier.

2.1.2. Contents of the technical design document

5) Construction measures

b.2. Diversion plan for construction phases:

i) Precise diversion plan and arrangement of diversion structures;

ii) Design of diversion structures: Selecting the layout, structural form, and determining the scale of the water damming and water discharge structures for diversion.

Therefore, according to Regulation 0402:2010, the technical design phase of a project stipulates that only the layout and structural form should be selected, and the scale determined. The unit responsible for reviewing the technical design phase, PECC2, based its conclusion during acceptance testing on this regulation, found it to be in compliance with the law. Therefore, the content of the technical design documentation meets the required standards.

From the above analysis, point 2 of Article 2.3.7.2 on diversion and embankment, under section 2.2 of the Technical Design - Total Cost Estimate document of 14TCN 119:2002 "Components, content and volume of irrigation investment projects", stipulates: *"Design of construction diversion works: Selection of the layout arrangements and structural types of water-retaining and diversion discharge structures, and calculations to determine their scale" does not require detailed structural calculations at the technical design stage. Therefore, under Standard 14TCN 119-2002, detailed structural calculations for construction diversion works are not required at the technical design stage""*

According to Section 5.b.2.ii, page 18 of QCVN 04-02-2010, it states: Design of diversion structures: Select the arrangement form, structural form, determine the scale of the water damming and water discharge diversion structures. Therefore, according to 14TCN 119-2002 and QCVN 04-02-2010, detailed structural calculations for diversion structures are not required during the technical design phase.

Therefore, the components, content, and quantities approved by EVN in the technical design of the Song Bung 2 hydropower plant are in accordance with 14TCN 119:2002 and QCVN 04-02-2010. These are the regulations and standards regarding components, content, and quantities that must be implemented during the technical design phase.

During the engineering design phase, the Kunming Research Institute carried out the structural layout and shape design of the diversion tunnel according to the requirements of the regulations and standards. The corresponding structural design and calculation results are shown in the signed drawings. The design of the pier shape of the diversion tunnel's water intake gate is flawless and meets the requirements of the regulations and standards of Vietnam and China (Appendix 1: KEY POINTS FOR INSPECTION OF THE STRUCTURAL VALVE JOINTS AND PIER IN THE DIVEST TUNNEL OF THE SONG BUNG 2 HYDROPOWER PLANT, this appendix is written in two languages: English and Vietnamese. In case of discrepancies between the two languages, English will take precedence).

3. Some other related issues:

According to Report 103/BC-BCT dated October 24, 2017, in Section IV (Results of the investigation of the cause of the incident), clause 3 (2) clearly states: Although the results of some concrete and steel input samples (sample retained before

construction) all met and exceeded the required concrete and steel grades according to the design, the construction organization at the site was not good, leading to the concrete quality not meeting the requirements. Some concrete sample sets did not meet the design grade; the compressive strength, tensile strength, and concrete density did not meet the design requirements: the estimated steel reinforcement increased from 8.1% - 8.9% compared to the design.

According to some expert assessments, the load-bearing capacity of the pier valve slot relies on steel bars number 7 and 8. However, bar number 8 was not constructed to the required anchor length as per the design. On-site observation of steel bar number 7 (in the area where the pier concrete was damaged) reveals only empty concrete holes with no remaining reinforcement.

Therefore, the design team is not responsible for products that do not conform to the design specifications.

In the event that the plaintiff seeks compensation from the Kunming Research Institute, they must provide sufficient grounds to prove the degree of fault and the extent of damages to be compensated, in accordance with the provisions on compensation for damages outside of contract in the current Civil Code.

Based on the information presented, the Kunming Research Institute believes that the preparation of the technical design documents by the Kunming Research Institute I was completely accurate and in compliance with legal procedures. The work performed during the technical design phase was flawless and therefore the Institute bears no responsibility. Consequently, the Institute requests the People's Court of Ho Chi Minh City to:

Remove the Kunming Research Institute from any liability for damages.

Based on the provisions of Articles 429 and 588 of the 2015 Civil Code, the statute of limitations for filing a lawsuit will be reviewed, and the plaintiffs' (Global Insurance Corporation, BaoViet Insurance Corporation, and Vietnam National Aviation Insurance Corporation) claims lacking legal basis will be rejected, while the responsibilities of the parties involved for the damages will be clearly determined.

The research institute agrees with the opinion in the Judicial Expertise Conclusion regarding the quality of the design documents for the entrance to the diversion tunnel of the Song Bung 2 Hydropower Plant. The design documents for this project ensure legal compliance, adhere to legal regulations, and meet the requirements of the Investor. The technical design documents for the structural design of the entrance to the diversion tunnel of the Song Bung 2 Hydropower Plant ensure structural safety as required.

The defendant, Power Engineering Consulting Joint Stock Company 2, stated:

Regarding the determination of the legal relationship in dispute:

Notice of Case Acceptance No. 49/TB-TLVA dated March 13, 2020, issued by the Court, identifies the case as a commercial business dispute, specifically a "Dispute over an Insurance Contract". However, in reality, no insurance contract exists between PECC2 and the Plaintiff; therefore, no dispute arises. Thus, the Court's classification of the legal relationship in dispute as a "Dispute over an Insurance Contract" does not

accurately reflect the nature of the dispute.

We request the Court to apply the statute of limitations to dismiss the case. Based on Article 429 of the Civil Code, the statute of limitations for requesting the Court to resolve a contract dispute is 3 years, counting from the date the person entitled to claim knows or should have known that their legitimate rights and interests have been violated. According to the case details, the incident at the Song Bung 2 hydropower diversion tunnel, resulting in damage, occurred on September 13, 2016. However, to date on January 21, 2020, the Plaintiff, acting as the new subrogator, filed the lawsuit after the statute of limitations had expired.

Based on the provisions of point e, Clause 1, Article 217 of the Civil Procedure Code, we request the Court to consider issuing a decision to suspend the case proceedings on the grounds that the statute of limitations for filing a lawsuit has expired.

Regarding the plaintiffs' right to sue, these include: Global Insurance Corporation, BaoViet Insurance Corporation, and Vietnam National Aviation Insurance Corporation.

On February 25, 2009, PECC2 signed Consulting Contract No. 210/HĐ-ATĐ3-P2SB2 (hereinafter referred to as Contract 210) with Vietnam Electricity - represented by the Hydropower Project Management Board 3 - regarding the consulting services for the verification of the technical design and total cost estimate of the Song Bung 2 Hydropower Project. This project is owned by Vietnam Electricity - represented by the Hydropower Project Management Board 3, and the technical design and total cost estimate were prepared by the joint venture of Power Engineering Consulting Joint Stock Company 3 and Kunming Engineering Corporation Limited.

On June 1, 2009, the parties, including PECC2, Hydropower Project Management Board 3, and Song Bung 2 Hydropower Project Management Board (at that time a branch operating under the authorization of Vietnam Electricity), signed an Agreement on the transfer of rights and obligations under Contract 210. Accordingly, the rights and obligations of Hydropower Project Management Board No. 3 were transferred to Song Bung 2 Hydropower Project Management Board - a branch of Vietnam Electricity.

Contract No. 210 has been liquidated and settled according to the Settlement Documents and Liquidation Minutes signed between PECC2 and the Song Bung 2 Hydropower Project Management Board - Vietnam Electricity Branch on October 8, 2010.

Currently, according to Branch Registration Certificate No. 1800590430-001, the Song Bung 2 Hydropower Project Management Board is a branch operating under the authorization of Power Generation Corporation 2 - Limited Liability Company. Between PECC2, the Song Bung 2 Hydropower Project Management Board - Branch of Vietnam Electricity, and the Song Bung 2 Hydropower Project Management Board - Branch of Power Generation Corporation 2, there has been no agreement or notification regarding the transfer of rights and obligations under Contract 210.

Therefore, the Song Bung 2 Hydropower Project Management Board - Branch of Power Generation Corporation 2 is not a party to Contract 210 between PECC2 and the Song Bung 2 Hydropower Project Management Board - Branch of Power Generation Corporation 2. No rights or obligations arise under Contract 210, and thus the Song

Bung 2 Hydropower Project Management Board - Branch of Power Generation Corporation 2 has no right to claim compensation from PECC2 under Contract 210 and the transferring the right to claim reimbursement to the insurance company is contrary to the law.

* Regarding the fulfillment of obligations under Contract 210

PECC2 has completed the work under Contract 210 and has carried out the liquidation and settlement procedures with the Song Bung 2 Hydropower Project Management Board - Vietnam Electricity Branch. The verification of the technical design and total cost estimate of the Song Bung 2 Hydropower project has been carried out by PECC2 in accordance with the current standards, technical requirements, procedures, and regulations of the State and the industry.

Regarding the Technical Design Review, PECC2 has conducted the review and submitted the following reports to the Investor:

- First Technical Design Review Report, April 2009

- Second Technical Design Review Report, June 2009

The 3rd technical design review report, dated July 20, 2009, is based on Document No. 1726/TVĐ2-TTĐ. In this report, because the supplementary geological survey for the diversion tunnel had not yet been completed, PECC2 stated: "After the results of the supplementary survey are available, the necessary excavation and reinforcement work needs to be re-evaluated to ensure the safety of the diversion tunnel during construction." The reports are prepared in accordance with the regulations in Article 16 of Decree No. 12/2009/NĐ-CP "Technical design must ensure that the technical parameters and materials used are fully represented in accordance with applicable regulations and standards" and the industry standards 14TCN 119:2002, sections 2, 3, 7, 2 and Appendix A8 section 3.1.2. Accordingly, for the design of diversion tunnels, the technical design phase requires the selection of the layout and structural form of the structure and the determination of the scale. The detailed calculation content of the diversion tunnel is specified in the construction drawing design phase, as stipulated in sections 3.1 and 3.3.5 of industry standard 14TCN 119:2002.

After receiving the 3rd technical design review report from PECC2, the investor, Vietnam Electricity (EVN), issued Decision No. 450/QĐ-EVN approving the technical design on August 26, 2009. In this Decision, EVN requested that "the Song Bung 2 Hydropower Project Management Board coordinate with Power Engineering Consulting Joint Stock Company 3 to continue supplementing surveys and consolidating geological documents for the quarry, diversion tunnel, and water diversion tunnel."

In April 2010, the engineering design unit republished the engineering design documents; however, these documents were not forwarded to PECC2, so PECC2 could not conduct the evaluation and provide its review.

On December 3, 2012, the Song Bung 2 Hydropower Project Management Board - a branch of Vietnam Electricity - issued Decision No. 945/QĐ-ASB2 approving the revised technical design of the entrance to the construction diversion tunnel.

The technical design review for the Song Bung 2 Hydropower Project was carried

out in accordance with the obligations stipulated in Consulting Contract No. 210/HĐ-ATĐ3-P2SB2. Accordingly, the review reports were prepared in compliance with the standards, technical requirements, procedures, and regulations of the State.

2.3. Regarding the content of Report No. 103/BC-BCT dated October 24, 2017

Report No. 103/BC-BCT is an administrative document from the Ministry of Industry and Trade sent to the Prime Minister reporting on the Song Bung 2 hydropower plant incident. This report is not an official conclusion or assessment by a specialized unit regarding the cause of the incident at the Song Bung 2 hydropower plant.

According to the content of this Report, Section 5 recommends the following form of handling:

5.1 Regarding compensation for damages, "EVN will base its assessment on the contracts signed between the Investor and the contractors to determine the compensation responsibilities of the relevant contractors... The Ministry of Industry and Trade will report to the Prime Minister for consideration and decision." Therefore, according to this document, matters related to damages caused by the incident and remediation costs must be considered and decided by the Prime Minister. Consequently, the Plaintiff's assertion that PECC2 is at fault solely based on the content of this report is insufficient.

Regarding the content of PECC2's fault conclusion in Section (3) Part V Report No. 103/BC-BCT: "The consulting firm reviewing the TECHNICAL DESIGN (Power Engineering Consulting Joint Stock Company 2 - PECC2) failed to detect the lack of detailed structural calculations for the diversion tunnel submitted by the design consultant during the review process, and still concluded that the TECHNICAL DESIGN documents fully met the technical requirements, to be submitted to the investor for approval. This has also been identified as an indirect cause of the project failure."

This conclusion is inaccurate because, as presented in Section 2.2 above, according to the regulations in Industry Standard 14TCN 119:2002, section 2.3.7.2 and Appendix A8, section 3.1.2, detailed structural calculations for diversion tunnels are not required during the TECHNICAL DESIGN phase. Detailed structural calculations for diversion tunnels are stipulated in the CONSTRUCTION DRAWINGS design phase, as specified in sections 3.1 and 3.3.5 of Industry Standard 14TCN 119:2002.

2.4. The plaintiff requests that PECC2 be jointly liable for compensation. PECC2, Power Engineering Consulting Joint Stock Company 3, and Kunming Engineering Corporation Limited are all independent legal entities with independent contractual relationships with the investor. Specifically, the contract between Power Engineering Consulting Joint Stock Company 2 and Vietnam Electricity - represented by the Hydropower Project Management Board 3 is Contract No. 210/HĐ-ATD3-P2SB2 on "Consulting for technical design verification - Total cost estimate of the Song Bung 2 Hydropower Project"; between Power Engineering Consulting Joint Stock Company 3, Kunming Engineering Corporation Limited and Vietnam Electricity - represented by the Hydropower Project Management Board 3, is Contract No. 45/HD-TBHC-P2SB2 concerning "Consulting services for the preparation of technical design - total cost estimate - tender documents for equipment procurement of the Song Bung 2 Hydropower Project". Therefore, if the Plaintiff claims that PECC2 violated its

contractual obligations with the investor, resulting in damages, then the compensation liability (if any) of PECC2 is limited to the actual fault and damages arising from the breach of contract by PECC2, and cannot be considered joint liability as the Plaintiff has stated in the lawsuit. Compensation for damages must stem from the contract between PECC2 and the investor, and it is not possible to hold PECC2 jointly liable for damages unrelated to and not arising from the fault of PECC2, but from the fault of other entities in the contracts between those entities and the investor.

Recommendation: Reject the Plaintiff's claim.

The parties with relevant rights and obligations are presented by Power Generation Corporation 2:

Power Generation Joint Stock Corporation 2 (EVNGENCO2) is a business operating under a parent-subsidiary company structure, possessing legal personality, and was transformed from a company wholly owned by Vietnam Electricity (EVN) into a joint stock company in which EVN holds a controlling stake.

The Song Bung 2 Hydropower Plant project was invested by the Vietnam Electricity (EVN) in the period before April 26, 2013; from April 27, 2013 onwards, it was invested by Power Generation Corporation 2; the investor's representative was the Song Bung 2 Hydropower Project Management Board (ASB2). The diversion tunnel of the Song Bung 2 hydropower plant project was started on January 13, 2011 and completed and put into operation on December 13, 2012. The units involved in the design, design verification and construction of this item included:

Engineering design contractor: Joint venture of consulting contractor including Power Engineering Consulting Joint Stock Company 3 and Kunming Engineering Corporation Limited, China - Power Engineering Consulting Joint Stock Company 3 is the leading contractor in the joint venture.

Technical design review contractor: PECC2

Construction design contractor: Power Engineering Consulting Joint Stock Company 3

Construction contractor: Lung Lo Construction Corporation.

Contractor for the supply and installation of hydraulic mechanical equipment: Central Area Electrical Mechanical Joint Stock Company.

The insurance contractor for the Song Bung 2 hydropower project (including the diversion tunnel): A consortium of three insurance Companys: Global Insurance Corporation, BaoViet Insurance Corporation, and Vietnam National Aviation Insurance Corporation (According to Contract No. 466/HD-ASB2 dated July 11, 2011 and subsequent subcontracts).

According to Report No. 103/BC-BCT dated October 24, 2017, issued by the Ministry of Industry and Trade on the results of the technical investigation and assessment of the causes of the construction diversion tunnel incident at the Song Bung 2 Hydropower Project, the direct cause of the incident was the failure of the construction quality of the diversion tunnel works to meet the required standards [The design consultant's fault was the primary cause of the incident, and the construction contractor

also failed to meet the required standards (supplementary addition)].

The Plaintiff has made no claims against Power Generation Corporation 2, a person with related rights and obligations in the case. Therefore, Power Generation Corporation 2 has no comments on the Plaintiff's claims and requests the Court to adjudicate the case in accordance with the provisions of law to protect the lawful rights and interests of all parties concerned.

* Regarding Expert Assessment Conclusion No. 07/2024/CV-COFEC:

According to Expert Assessment Conclusion No. 07/2024/CV-COFEC dated September 6, 2024, the expert assessment organization (COFEC) concluded that the relevant works item of the project met legal requirements, complied with applicable laws and regulations, and satisfied the Project Owner's requirements. The technical design documents and construction drawings for the approach bridge structure of the diversion tunnel at the Song Bung 2 Hydropower Project met the prescribed structural safety requirements. However, Power Generation Corporation 2 considers that this is merely an independent conclusion issued by the expert assessment organization appointed by the Ho Chi Minh City People's Court. It does not comprehensively assess the findings of the incident investigations conducted by the Ministry of Industry and Trade and relevant experts and organizations, which evaluated and identified the causes of the incident and clarified the responsibilities of the individuals, organizations, and parties involved in the construction works, as documented in Report No. 103/BC-BCT dated October 24, 2017, submitted by the Ministry of Industry and Trade to the Prime Minister.

Pursuant to Article 94 of the 2015 Civil Procedure Code, expert assessment conclusions constitute only one of the sources of evidence collected. Furthermore, Article 108 of the 2015 Civil Procedure Code stipulates that evidence must be assessed objectively, comprehensively, fully, and accurately. The Court must evaluate the evidence and relevant facts, the relationships among different pieces of evidence, as well as the legality, relevance, and probative value of each piece of evidence. Therefore, in adjudicating the aforementioned insurance contract dispute, the Court should objectively, comprehensively, fully, and accurately examine and assess all evidence contained in the case file, including Report No. 103/BC-BCT dated October 24, 2017, submitted by the Ministry of Industry and Trade to the Prime Minister (for which HEC, the Ministry of Industry and Trade, and relevant expert bodies and organizations conducted inspections, analyses, and technical assessments to determine the causes of the incident and the responsibilities of the parties involved in the construction works), together with other relevant documents and evidence, to ensure that the case is adjudicated in accordance with the law and that the lawful rights and interests of all parties are protected.

In the first-instance commercial judgment No. 296/2025/KDTM-ST dated September 10, 2025, of the People's Court of Ho Chi Minh City, it was ruled:

Based on Articles 26, 30, 37, 38, 39, 93, 94, 95, 97, 102, 203, 233, 243, 254, 259, 263, 266, 264, 271, 272, 273 of the 2015 Civil Procedure Code; applying the 2000 Insurance Business Law as amended and supplemented in 2010; applying the Law on

Civil Judgment Enforcement; applying Resolution No. 326/2016/UBTVQH14 of the Standing Committee of the National Assembly on court fees and charges.

Judgment:

1/ The court rejects the entire claim filed by the plaintiffs, Global Insurance Corporation; BaoViet Insurance Corporation; and Vietnam National Aviation Insurance Corporation (now DBV Insurance Group Company), requesting that the co-defendants, namely Power Engineering Consulting Joint Stock Company 3; Power Engineering Consulting Joint Stock Company 2; and Kunming Engineering Corporation Limited - China Electric Power Construction Group (KHIDI), be jointly liable for compensation of 14,871,605,885 VND *(Fourteen billion eight hundred seventy-one million six hundred five thousand eight hundred eighty-five dong)* in one lump sum immediately after the judgment takes legal effect, including:

Reimbursement to Global Insurance Corporation of the insurance amount that Global Insurance Corporation paid to ASB2 is: 10,410,124,119 VND *(Ten billion, four hundred and ten million, one hundred and twenty-four thousand, one hundred and nineteen dong)*.

Reimbursement to BaoViet Insurance Corporation of the insurance amount that BaoViet Insurance Corporation paid to ASB2 is: 2,974,321,178 VND *(Two billion, nine hundred seventy-four million, three hundred twenty-one thousand, one hundred seventy-eight dong)*.

Reimbursement to Vietnam National Aviation Insurance Corporation (now DBV Insurance Group Joint Stock Company) of the insurance amount that Vietnam National Aviation Insurance Corporation paid to ASB2 is: 1,487,160,588 VND *(One billion, four hundred eighty-seven million, one hundred sixty thousand, five hundred eighty-eight dong)*.

In addition, the first-instance judgment also addresses issues of fees, court costs, and the right to appeal as stipulated by law.

After the preliminary trial:

BaoViet Insurance Corporation; Global Insurance Corporation (GIC); and Vietnam National Aviation Insurance Corporation filed appeals, requesting a retrial in favor of the plaintiff's claim.

On November 18, 2025, Global Insurance Corporation (GIC) and Vietnam National Aviation Insurance Corporation submitted requests to withdraw their appeals.

At the appeal hearing:

The plaintiff, BaoViet Insurance Corporation, maintains its appeal, arguing that, according to the technical documentation and the assessment by the Appraisal Council established by the Ministry of Industry and Trade under the direction of the Government, the assessment results are in accordance with legal regulations and are from specialized agencies with sufficient qualifications to be recognized. Furthermore, independent specialized assessment reports all conclude that the fault lies with the defendant regarding technical implementation. The conclusion of Assessment Report No. 07, being a judicial assessment, lacks photographic evidence, diagrams, models, and

scientific basis, and therefore is deemed insufficient. Consequently, BaoViet Insurance Corporation requests that the plaintiff's lawsuit and appeal be accepted, compelling the defendant to jointly compensate for damages amounting to 2,000,000,000 VND as stipulated.

The defendants argued that the entire process, from design and technical consultation to execution, followed the correct procedures and regulations, as well as the agreed-upon terms. Since the parties could not reach an agreement, the court requested forensic expert opinion No. 7. The forensic expert opinion, in addition to images, models, and simulations, provided detailed information regarding technical issues and specifications, thus determining that the technical fault was not caused by the defendants. The first-instance court's judgment based on the forensic expert opinion was deemed appropriate; therefore, the defendants request that the plaintiff's claim be rejected.

The defendant's lawyer also presented arguments proving that the defendant was not at fault, and argued that the forensic expert's conclusion was sufficient, including the fact that it was legally commissioned and conducted by leading experts with the necessary competence and qualifications to be recognized.

The parties with relevant rights and obligations, representing Power Generation Corporation 2 - GENCO2, also confirmed and affirmed that the process was carried out correctly according to technical procedures, and that the unit had sufficient leading experts, facilities, and equipment to conduct a scientific assessment. Therefore, they requested the Court to accept the aforementioned assessment conclusion and uphold the first-instance judgment.

The representative of the appellate court's prosecutor's office participating in the trial argued that the appellate court had handled the case in accordance with the law. The parties involved had also fully exercised their rights and obligations as stipulated by law. Regarding the content of the request, the prosecutor's office stated that they did not accept the plaintiff's appeal. The reason is that at the appellate level, the appellants failed to present any new documents or evidence to support their appeal. Therefore, the Procuratorate recommends upholding the first-instance judgment. Regarding the withdrawal of appeals by the two entities, Global Insurance Corporation (GIC) and Vietnam National Aviation Insurance Corporation, it is recommended that the appellate proceedings be suspended because the parties have already withdrawn their appeals.

COURT'S RULING

After reviewing the documents in the case file, examining the evidence at the trial, hearing the statements of the parties involved, and listening to the Prosecutor's representative's opinion, the Panel of Judges concluded:

[1] *Regarding the appeal procedure*: The appeal filed by BaoViet Insurance Corporation was within the legally prescribed time limit, therefore the appeal procedure is valid.

On November 18, 2025, GIC Global Insurance Corporation and Vietnam National Aviation Insurance Corporation (now DBV Insurance Group Company) withdrew their

appeals. Considering that this withdrawal of appeals was voluntary and not contrary to legal regulations, the appellate panel decided to suspend the appellate proceedings. The decisions of the first-instance judgment regarding these entities remain legally binding.

[2] Regarding the content of the resolution of the appeal request:

[2.1] The diversion tunnel incident occurred at 4:25 PM on September 13, 2016, when the upstream water level reached 572m and the spillway crest was 591m. The water level downstream of the sluice gate was 521m when the incident at sluice gate No. 2 occurred. The downstream concrete of the pier's gap was damaged, the gap was torn, and the reinforced concrete, breast wall beam, and beam cladding were destroyed. Sluice gate No. 2 was swept away. A large volume of water flowed from the reservoir through sluice gate No. 2, both upstream and downstream. Downstream of the diversion tunnel, the water level rose to a positive elevation of 533m, causing significant damage.

Following the tunnel collapse incident, the People's Committee of Nam Giang District issued Decision No. 2299/QĐ-UBND dated September 21, 2016, establishing a working group to collect information and data on the damage caused by the tunnel collapse at the Song Bung 2 hydropower plant.

According to Report No. 831 of the Vietnam Hydraulic Engineering Consultants Corporation (HEC), submitted to the Ministry of Industry and Trade, and the results of the inspection of the Song Bung 2 hydropower plant incident, and Report No. 103 dated October 24, 2017, on the results of the assessment of the cause of the tunnel collapse at the Song Bung hydropower plant, the conclusion is: There are two faults, one due to design and one due to construction. Details are compiled according to the conclusions of Document No. 13 and related documents.

At the same time, Report No. 103 also identifies the responsibilities of the relevant entities involved in the construction of the project, including the Investor, Vietnam Electricity, and Power Generation Corporation 2; the Song Bung 2 PMB; the technical design contractor (the Joint Venture of PECC3 and Kunming Research Institute); the technical design appraisal consultant (PECC2); and the construction contractor (Lung Lo Construction Corporation).

According to document No. 3574 dated August 4, 2017, from the Vietnam Electricity to the Ministry of Industry and Trade, providing supplementary explanations on some contents of the draft report on the results of the inspection and assessment of the causes of the incident at the diversion tunnel of the Song Bung 2 hydropower plant, the project has been shown to be technically safe and is inconsistent with the conclusions and document No. 103 as well as the related documents mentioned above.

Thus, Document 3574 dated August 4, 2017, from the Vietnam Electricity and Report 103 dated October 24, 2017, from the Ministry of Industry and Trade to the Prime Minister regarding the determination of the cause of the accident at the Song Bung hydropower plant, show two discrepancies in the design drawings and design consultancy documents. Therefore, there is no consensus, leading to disputes between the parties involved.

[2.2] Considering that on June 6, 2024, the People's Court of Ho Chi Minh City

issued Decision No. 2517 requesting expert examination from COFEC - the Joint Stock Company for Civil Engineering Consultant and Construction. The subject of the request is the documents, drawings, construction of the diversion tunnel, reinforced concrete drawings, and technical design.

On September 6, 2024, COFEC - the Joint Stock Company for Civil Engineering Consultant and Construction issued Judicial Expertise Conclusion No. 07 regarding the judicial expertise in construction of the diversion tunnel construction drawings and technical design documents of the defendants, concluding as follows: The technical design documents and construction drawings of the diversion tunnel structure of Song Bung 2 Hydropower Plant ensure structural safety according to regulations.

Based on Clause 1, Article 26 of the Law on Judicial Expertise of 2012, as amended and supplemented in 2020, the person requesting the expert assessment must submit a written request along with the subject of the assessment, relevant documents and objects, copies of documents proving their status as a party in a civil or administrative case, a civil plaintiff, a civil defendant, a person with relevant rights and obligations in a criminal case, or the legal representative of an individual or organization.

Furthermore, Clause 1, Article 32 of the 2012 Law on Judicial Expertise also stipulates that a judicial expertise conclusion is a written comment or assessment by a judicial expert on the subject of the expertise according to the content of the request for expertise. The judicial expertise conclusion must include information about the name of the person, the name of the prosecuting authority, the full name of the person requesting the expert assessment, the content of the expert assessment request, and the method of execution. It should also conclude on the subject of the expert assessment, and specify the time and location for completing the assessment.

According to Clause 2, Article 3 of Circular 17 dated December 22, 2021, judicial expertise on construction quality includes the assessment of the quality of surveys, construction designs, construction materials, construction product structures, construction equipment, construction components, construction works, and the assessment of the causes of construction incidents and damage to construction works.

Thus, the forensic expert opinion No. 07/2024/CV-Cofec dated September 6, 2024, issued by COFEC - the Joint Stock Company for Civil Engineering Consultant and Construction, concluded that the technical design documents and drawings of the Song Bung 2 hydropower diversion tunnel meet the required structural safety standards. This was a request for expert opinion to resolve a civil case at the request of the prosecuting authority, the People's Court of Ho Chi Minh City. Therefore, this expert opinion was conducted by a specialized agency at the request of the prosecuting authority, and the aforementioned conclusion is a conclusion regarding the request for expert opinion. Consequently, this conclusion serves as evidence to support the resolution of the case. Therefore, the first-instance court's rejection of the plaintiff's claim is appropriate.

[2.3] At the appellate level, the plaintiff appealed but failed to present any new documents or evidence to support their appeal, therefore there was no basis to accept the appeal.

[3] *Regarding the appeal court fees for commercial business cases:*

Since the appeal was rejected, BaoViet Insurance Corporation must comply with the law.

Because Global Insurance Corporation (GIC) and Vietnam National Aviation Insurance Corporation withdrew their appeals before the case was transferred to the appellate court, the first-instance court did not collect the advance appellate court fees.

[4] Other decisive parts of the first-instance judgment that were not appealed or challenged have become legally binding and enforceable.

For the reasons stated above; pursuant to Article 308 of the Civil Procedure Code.

DECISION

The appeal request from BaoViet Insurance Corporation is rejected.

The Court accepts the withdrawal of appeals by Global Insurance Corporation (GIC) and Vietnam National Aviation Insurance Corporation. The appellate proceedings for these two entities are suspended.

The original judgment of the first instance court is upheld.

Based on Articles 26, 30, 37, 38, 39, 93, 94, 95, 97, 102, 203, 233, 243, 254, 259, 263, 266, 264, 271, 272, 273 of the 2015 Civil Procedure Code; applying the 2000 Insurance Business Law as amended and supplemented in 2010; applying the Law on Civil Judgment Enforcement; applying Resolution No. 326/2016/UBTVQH14 of the Standing Committee of the National Assembly on court fees and charges.

Judgment:

1/ The Court rejects the entire claim filed by the plaintiffs, Global Insurance Corporation; BaoViet Insurance Corporation; and Vietnam National Aviation Insurance Corporation (now DBV Insurance Group Company), requesting that the co-defendants, namely Power Engineering Consulting Joint Stock Company 3; Power Engineering Consulting Joint Stock Company 2; and Kunming Engineering Corporation Limited - China Electric Power Construction Group (KHIDI), be jointly liable for compensation of 14,871,605,885 VND *(Fourteen billion eight hundred seventy-one million six hundred five thousand eight hundred eighty-five dong)* in one lump sum immediately after the judgment takes legal effect, including:

Reimbursement to Global Insurance Corporation of the insurance amount that Global Insurance Corporation paid to ASB2 is: 10,410,124,119 VND *(Ten billion, four hundred and ten million, one hundred and twenty-four thousand, one hundred and nineteen dong)*.

Reimbursement to BaoViet Insurance Corporation of the insurance amount that BaoViet Insurance Corporation paid to ASB2 is: 2,974,321,178 VND *(Two billion, nine hundred seventy-four million, three hundred twenty-one thousand, one hundred seventy-eight dong)*.

Reimbursement to Vietnam National Aviation Insurance Corporation (now DBV Insurance Group Joint Stock Company) of the insurance amount that Vietnam National Aviation Insurance Corporation paid to ASB2 is: 1,487,160,588 VND *(One billion, four*

hundred eighty-seven million, one hundred sixty thousand, five hundred eighty-eight dong).

2/ Regarding the appeal court fees for commercial business cases: BaoViet Insurance Corporation must pay 2,000,000 VND, which will be deducted from the 2,000,000 VND advance payment of appeal court fees, according to Receipt No. 0020391 dated April 2, 2026, issued by the Civil Judgment Enforcement Agency of Ho Chi Minh City, BaoViet Insurance Corporation has thus completed the payment of the commercial appeal court fees.

3/ Other decisive parts of the first-instance judgment that were not appealed or challenged have become legally effective.

4/ The appellate judgment takes legal effect from the date of pronouncement.

Recipients:
- Supreme People's Court.
- High-level People's Procuracy in HCMC.
- People's Procuracy of HCMC.
- People's Court of HCMC.
- Civil Judgment Enforcement Agency of HCMC.
- Participants in the proceedings.
- Archives: Office; Case file.
- Court clerk: Vu Ngoc Yen Xuan.

ON BEHALF OF THE APPELLATE JUDGMENT
JUDGE - PRESIDING JUDGE

(Signed and sealed)

LE HOANG TAN