

Movement by Perfection



**The Royal League** in ventilation, control and drive technology

# General Terms and Conditions of Business

July 2024

Please note that this is an English translation of the original Vietnamese version. Both language versions shall have the same legal effect. In case of any conflict, the original Vietnamese version shall prevail.



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## **General Terms and Conditions of Business of ZIEHL-ABEGG VIETNAM COMPANY LIMITED**

### **I. Application of the General Terms and Conditions**

1. All our deliveries, services, and offers are made exclusively on the basis of the present General Terms and Conditions ("General Terms and Conditions"). Consequently, these General Terms and Conditions also apply to all future business relations even if not expressly agreed upon again in the future.
2. The Customer agrees that (i) on ordering goods from us that such goods shall be sold and delivered; and (ii) services shall be provided by us, strictly on these General Terms and Conditions (regardless of whether the Customer imposes their own terms). The Customer agrees that receipt of the goods and/or services by the Customer shall also be deemed to be acceptance of such goods and services to be supplied or provided under these General Terms and Conditions. Any Counter-confirmations by the Customer with a reference to the Customer's own general terms and conditions or general purchase conditions are hereby rejected. All terms and conditions of the Customer are hereby expressly excluded are not binding on us even if the order is based upon them or if the Customer refers to them on forms or in other documents.
3. Any rights to which we are entitled to according to any applicable statutory provisions or under common law shall remain unaffected and shall apply in addition to what is provided for in these General Terms and Conditions.
3. For technical reasons, we reserve the right to supply up to 5% more or less of the delivery volume as stated under the order when delivering consumables or small parts. We reserve the right to specify in writing such items that constitute consumables or small parts prior to the making of the contract. There will be no refund if a lesser quantity is delivered. Where a larger quantity within the 5% margin is delivered, the Customer shall pay for any additional amount that corresponds with the additional items delivered.
4. Unless the Customer refers to data contained in our catalogues when placing the order, the Customer is under the obligation to provide us with general information on the goods and/or services required including the purpose of use, type of installation, operating conditions, and any other conditions to be taken into account. Notwithstanding such information being provided by the Customer, we give no guarantee or warranty or representation that the goods and services shall correspond to any and all such information being provided by the Customer.
5. Protective devices are included in our deliveries only to the extent expressly agreed upon.
6. We shall own and retain all rights (including proprietary and intellectual property rights), title and interest in all cost estimates, drawings, and other documents that have been provided to the Customer for the purposes of this General Terms and Conditions, as well as revisions, variations or improvements to the Documents (notwithstanding that such revisions, variations or improvements may have been made by the Customer or based on or arising from any feedback or suggestions or ideas from the Customer). For the avoidance of doubt, we retain the right to use, disclose and exploit the Documents for any and all other purposes. The Customer shall also be under a strict obligation not to disclose the Documents to third parties without our prior written consent. The Documents that have been disclosed to the Customer (including those that are part of our offers) must be returned to us without undue delay if the order is not placed with us.

### **II. Offers, Scope of Performance**

1. The contract for the sale and purchase of goods and/or services shall be deemed final upon:  
  
(a) sending to the Customer our written confirmation of the order ;or  
  
(b) the Customer's timely acceptance of our offer (in accordance with such timelines set out in the offer) in the event that there is no written confirmation of the order.
2. Illustrations, drawings, information as to weights, measures, performance, and consumption, and other descriptions of the goods and/or services in the documentation that is part of our offer are approximations only, and shall not be deemed to be binding on us unless otherwise expressly stated. They constitute no agreement on, or guarantee of, or warranty of, or representation of any corresponding quality or characteristic of the goods and/or services, nor shall they constitute a sale by sample.
7. Subject to Clause I no. 2 above, any subsidiary agreements between the parties have to be proven by the Party which relies on them.

### **III. Particularities in Case of Correspondence by Electronic Communication and Fax**

1. If a message (e.g. offer or declaration of intent) is sent by us electronically (electronic communication), such message shall be deemed received by the Customer when it has been delivered to the Customer's communication device.

2. A message shall be deemed received by the Customer by way of message retrieval when the message has been made available for retrieval in the relevant part of our communication device and has been retrieved from such part by the Customer.
3. The contracting parties recognize the legal validity of messages transmitted according to nos. 1 and 2 above.
4. If a message is sent by us by way of fax, the transmission report shall be deemed sufficient evidence of the Customer's receipt of our message.

#### IV. Price

1. In the absence of a separate agreement, our prices are ex works (i.e. includes the cost of loading the goods at our place of business or place of manufacture) but excludes all prices pertaining to delivery, packaging, import and export costs. Goods and Services Tax ("GST") or applicable sales tax at the statutory rate applicable at the relevant time of supply of the goods or services, shall be borne by the Customer in addition to the price of the goods.
2. If, under the contract, the delivery of goods or services is to be made or provided more than four months after the conclusion of the contract, we reserve the right to raise our prices if there has been a significant increase in the factors prevailing at the time the contract was entered into, that are decisive for the determination of our prices, in particular, in the cost of materials, wages, and public charges.

#### V. Retention of Title

1. Until all claims against the Customer (including any and all balance receivables and current account) to which we are entitled now or in the future on whatever legal grounds have been fulfilled, we are granted the following security as described under Clause V no. 2 below, which we will release upon request at our choice to the extent that the value of such security exceeds the claims on a permanent basis by more than 20%. For the valuation of the security furnished, receivables are to be assessed at their nominal value, goods in which title is retained are to be assessed at their net purchase price – not including VAT – as stated in the invoice, and in the case of co-ownership, the relevant share in the real value of the principal item shall be decisive. Of the value thus determined, third-party security interests that are of a higher ranking are to be deducted to the extent of the amount of the receivables to be secured with such security interests at the time the request for release is made.
2. All goods supplied remain our property (with full legal title

and ownership) until all our claims under the business relationship, including claims that have not as yet become due, are settled in full. This also applies if the balance is recognized. In this case, the retention of title serves as security for the claim resulting from the balance. The Customer is obligated to handle the goods in which title is retained with due care for the duration of the retention of title. In particular, the Customer is under obligation to adequately insure the goods at their replacement value, at the Customer's own expense, against damage by fire, water, and theft. The Customer hereby assigns to us (which assignment we hereby accept) any and all monies due or to become due under such insurance policies. The Customer undertakes to further execute all required documents to fully effect and give notice of such assignment to insurer and to promptly provide copies of such documents and notice to us. If an assignment is not permissible, the Customer hereby agrees to irrevocably instruct its insurer to make such payments to us and promptly provide a copy of such instruction to us. All of the Customer's obligations as set out herein shall be without prejudice to any of our rights against the Customer. At our request, the Customer must furnish us with evidence that such insurance policy has been taken up and is in force at all relevant times. The Customer guarantees that such rights to be assigned to us herein shall not be assigned, charged, encumbered, transferred, excluded, disposed or dealt with in any other way.

3. The Customer is entitled to resell or process the supplied goods in the ordinary course of business. In the event of a resale, the Customer hereby assigns all rights or claims (including all ancillary rights) against its purchaser to us. We hereby accept this assignment. If an assignment is not permissible, the Customer hereby irrevocably instructs its purchaser to make all payments due to the Customer for such resold goods to us insofar as such payments are required to satisfy all sums owed by the Customer to us for such resold goods. Until such aforementioned instruction has been given to the Customer's purchaser, all amounts collected by the Customer must be deposited collectively and must be remitted to us by the Customer until all our claims have been settled in full. If the Customer's purchaser pays by bank transfer, the Customer hereby assigns all right or claims against the relevant financial institution to us in respect of such sums paid by bank transfer. We hereby accept this assignment. At our request, the Customer must give us all such information in relation to the resale of the goods and allow us to inspect the records. The Customer guarantees that such rights to be assigned to us herein shall not be assigned, charged, encumbered, transferred, excluded, disposed or dealt with in any other way.
4. In the event that the Customer processes goods in which title is retained, the contracting parties agree that such processing shall occur on our behalf so that we become





the owners of the new processed or transformed items. If the processing costs considerably exceed the value of our goods, the contracting parties agree that the goods shall be processed also on our behalf and that we acquire co-ownership of the new item in proportion to the ratio of the invoice value of our goods to the value of the new item at the time of processing. If the Customer combines goods in which title is retained with another item such that our goods become an essential part of another item that is then to be deemed the principal item, the Customer transfers to us already now the proportionate coownership of the new item. The Customer shall keep such new items in custody for us free of charge. In the event of a resale, the foregoing provisions apply correspondingly.

5. If, upon conclusion of the contract as described under Clause II above, we become aware of facts that in our opinion give rise to doubts about the Customer's creditworthiness, or if the Customer defaults in the settlement of a liability in relation to us, we are entitled to rescind the contract without setting an additional period for performance and to demand by way of security that the goods of which we are the owners or co-owners be surrendered to us at the Customer's cost until all our claims have been settled in full.
6. In the event that third parties seize or impound goods of which we are the owners or co-owners or receivables to which we are entitled, the Customer must furnish the third party or the executory officer without undue delay with evidence of our ownership of, or title to, the item; moreover, the Customer must notify us without undue delay of these measures and assist us in whatever manner in the protection of our rights. If we seize or impound the goods, such impoundment shall not be deemed as a waiver of our retention of title of the goods or a rescission of the contract.
7. The goods of which we are the owners or co-owners may not be assigned to third parties by way of security, pledged, or encumbered in any other manner.
8. If goods are delivered to countries with a different legal system where the provisions on a retention of title pursuant to nos. 1 to 6 above provide less protection than in the country where our company has its registered office, the Customer hereby grants us a security interest that is customary in such country and that is, in economic terms, equivalent to the retention of title in the country in which our company has its registered office. If further declarations or acts are necessary for this purpose, the Customer shall do all within his power to grant us this security interest immediately. The Customer shall assist with all measures that are necessary and useful to ensure the validity and enforceability of any such security interest.

## VI. Delivery and Service Periods

1. To the extent not otherwise agreed, our invoices are payable without deduction within ten (10) days after they are issued. Payment in cash or by bill of exchange is accepted only on the basis of a special agreement. Despite provisions of the Customer to the contrary, we are entitled to apply payments first towards older debts of the Customer, in which case we will inform the Customer of the type of settlement made. If costs and interest have already been incurred, we are entitled to count the payment first towards the costs, then towards the interest, and finally towards the principal performance.
2. Payments will be deemed made only when such payment has been successfully applied to dispose of the amount owed by the Customer. In the case of a check, payment is deemed made only when the check has been successfully cleared.
3. If the Customer defaults in payment, we are entitled to claim interest at the annual rate of 10% above the average of the prime lending rates of Vietcombank prevailing at the time of the default in question. We reserve our right to assert further claims for damages.
4. If we become aware of circumstances that we deem to give rise to doubts about the Customer's creditworthiness, in particular, if a check cannot be cashed or if payments are suspended, or if we become aware of other circumstances that we deem to give rise to doubts about the Customer's creditworthiness, we are entitled to immediately demand the payment of the entire remainder of the debt by any means of payment we deem fit. In this case, we are further entitled to demand advance payments or the provision of security.

The Customer's obligation to make the payments provided for in this General Terms and Conditions and to perform its obligations hereunder shall not be subject to any right of offset, set-off, deduction or counterclaim or other right which the Customer may have against us.

## VII. Delivery and Service Periods

1. Delivery dates or periods, which may be agreed upon as binding or non-binding, must be agreed upon in writing.
2. (a) The term "Force Majeure Event" shall include fire, flood, casualty, lockout, strike, labour dispute, industrial action of any kind, unavoidable accident, national calamity or riot, Act of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, any cause

or event arising out of or attributable to war, or any other cause or event (whether of similar or dissimilar nature) outside the reasonable control of the Parties.

(b) We shall not be liable for any delay in performing or failure to perform obligations if the delay or failure results from the Force Majeure Event and such delay or failure shall not constitute a breach of the contract and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that such delay or failure persists for not more than one (1) month. If the Force Majeure Event continues for more than one (1) month, we may by written notice to the Customer terminate the contract and such termination shall not constitute a breach of the contract.

(c) In the event of a suspension for the duration of the Force Majeure Event not exceeding one (1) month from the date of the Force Majeure Event, all our obligations and such timelines under the contract shall accordingly be extended for the same duration of the suspension.

(d) Upon termination of the contract due to a Force Majeure Event, any goods if already delivered to the Customer shall remain in its possession and the Customer shall pay us the equivalent amount for the goods already delivered and for any services already performed in accordance with the contract. If any goods have not been delivered to the Customer (whether or not delivery of such goods was already due prior to the Force Majeure Event) or services have not been performed, the Customer shall not be required to pay us any further payments in respect of such undelivered goods and unperformed services and we shall not be required to continue delivery of such goods or to provide such services. The Customer shall have no right whatsoever to claim against us for any damages, costs, losses, expenses in respect of such undelivered goods and unperformed services.

3. If through no default or delay by the Customer, we are solely liable for delay or non-compliance with agreed and binding periods and dates for performance, the Customer's claim is limited to compensation in an amount equal to 0.5% of the total value of the goods and services being in delay (excluding all prices pertaining to delivery, packaging, import and export costs, GST or applicable sales tax) for each entire week of delay up to a maximum of up to 5% of the total value of the goods and services being in delay.
4. We are entitled to make part deliveries and to perform in part unless upon receiving notice from us of such part delivery or performance in part, the Customer immediately notifies us in writing that this arrangement would be an unacceptable burden to the Customer.
5. All of our obligations to deliver and perform as set out in this General Terms and Conditions are conditional on the

Customer's timely and proper fulfilment of the Customer's obligations under this General Terms and Conditions.

6. The delivery period is deemed to have been met if: (a) the goods have left the works, or (b) if we have given notice of the goods being ready for dispatch, by the time the delivery period expires. The delivery is subject to the condition that we are timely and properly supplied ourselves.
7. In the event of a delay in delivery solely attributable to us, the Customer shall be entitled to rescind the contract if, upon such occurrence of the delay in delivery, the Customer sets an additional period for performance (i.e. extension of time for delivery) with the warning that delivery of the goods will not be accepted after the expiration of this additional period and the said period expires to no avail.
8. If the Customer delays or defaults in accepting the delivery of the goods, we shall be entitled to claim compensation for any cost, losses, expenses or damage incurred by us. In the event of such delay or default in accepting the delivery of the goods, all risks of deterioration or loss or destruction of the goods shall pass to the Customer.

## VIII. Supply of Software

1. If software is supplied, the Customer is granted a nonexclusive and non-transferable right to use the software and the related documentation for the operation of the goods for which the software is supplied. The Customer is not permitted to make copies, except for one back-up copy. References to authors, series numbers, and other features serving the identification of the software may not be removed or altered.
2. The Customer is obligated to prevent unauthorized access to the software and the documentation by third parties by taking appropriate precautions. The Customer must store the original data storage media supplied and the back-up copy at a place that is secured against unauthorized access by third parties. The Customer must ensure that its staff are under a binding duty to comply with the present terms of supply and with the provisions of copyright law.
3. Our liability for the loss or alteration of data is limited to the typical cost of restoration that would be incurred if back-up copies were made at regular intervals and according to risk.

## IX. Passing of Risk and Receipt

1. The goods are to be delivered to the Customer on an Ex Works basis as defined in the Incoterms®2010. The risk passes to the Customer once the goods are made available at our premises. This passing of risk as described herein shall operate even if part deliveries are made by us or if



we have assumed further obligations such as shipping or delivering the goods to other destinations as requested by the Customer. If shipment becomes impossible without fault on our part, the risk passes to the Customer upon our sending a notification to the Customer that the goods are ready for dispatch.

2. If there is a delay in shipment due to circumstances for which the Customer is responsible, the risk passes to the Customer from the day the goods are ready for dispatch.
3. The Customer must take delivery of the delivered items even if they have minor defects.

## **X. Claims based on Defects**

1. The Customer may not refuse to accept deliveries because of minor defects. The Customer's obligation not to refuse to accept deliveries because of minor defects is subject to the following:

(a) Customer shall be under the obligation to examine the goods immediately after their delivery, and upon the discovery of any defect must notify us in writing no later than eight (8) days after the delivery of goods to the Customer. The Customer failing to give such notice shall be deemed to have accepted the goods, unless the defect in question is one not discernible by such examination.

(b) Upon the subsequent appearance of a defect not discoverable by such examination, the Customer must notify us in writing no later than eight (8) days upon such defect being discovered, otherwise the goods will be deemed to have been accepted notwithstanding such defect. Notifications of defects shall be sent in writing to ZIEHL-ABEGG VIETNAM COMPANY LIMITED, Factory No.8 and No.9, Road 3, Nhon Trach II-Nhon Phu Industrial Park, Phu Hoi Commune, Nhon Trach District, Dong Nai Province, Vietnam. Any notifications of defects to field staff, carriers or other third parties shall not be regarded as being submitted in due form and time.

2. The Customer bears the risk of suitability, application and utilization of the goods. If we informed the Customer of technical framework conditions or other specifications in regard of utilization, the Customer shall be responsible for compliance. It shall inform its buyers of these specifications and oblige them to comply. Our liability is excluded for defects that result from use of the goods in a way that does not conform to the specifications. Claims based on defects are excluded in particular if and insofar as damage to the delivered item or to other assets of the Customer is caused as follows:
  - a. incorrect processing, assembly or treatment;
  - b. incorrect installation of the delivery item by the Customer or a third party;

c. noncompliance with instructions on commissioning, possible applications and operation of the delivery item contained in the documentation of the delivery item, operating instructions or instructions that we issued;

d. normal wear and tear that cannot be ascribed to production or material defects;

e. inappropriate handling or repairs of the goods by the Customer or third parties that were carried out inappropriately, in particular on interference by nonqualified persons or use of nonoriginal spare parts or resources.

We do not assume any liability either for defects for which the Customer is responsible or that are due to a technical cause other than the original defect.

3. If a defect exists and the goods must be returned to us, the return shipment shall be made only with our prior written consent. Return shipments made without our prior written consent shall not be accepted. In any such case, the Customer shall bear all costs and expenses of the return shipment and shall not have any right to claim against us for such costs and expenses incurred.
4. If, due to a justified notification of defects, goods are repaired or a replacement delivery is made, the provisions in Clause VII concerning delivery periods apply correspondingly.
5. The existence of a defect that has been established as such and that has been notified to us in due form and time gives rise to the following rights of the Customer:
  - a. If a defect exists, the Customer may first demand that we remove the defect or make a replacement delivery ("subsequent performance"). We will choose in our discretion whether to newly deliver the item or whether to remove the defect. If the defect is removed, in so far as the notification of defects proves justified, we are obligated to bear the following direct expenses, borne by us, necessary for the removal of the defect, in particular, transportation and travel expenses and the cost of our own labour and materials, to the extent that such costs and expenses are not increased due to the fact that the goods have been brought to a place other than the delivery address. This is limited to those costs that arise or would arise in regard to the delivery address for the goods. If the goods are shipped to an address other than the delivery address, the Customer must bear the extra costs that this causes, if such shipment was not part of the delivery contract between the Customer and us.
  - b. We shall be entitled at our option to employ third parties to carry out repair works or a replacement delivery. This does not establish a contractual relationship between the Customer and the third party. In this case, our liability does not go further than if we had carried out the works or the

delivery ourselves. Additionally, if an attempt at subsequent performance fails, we have the right to make a new attempt, again reserving the right to choose between a repair and the new delivery of the item. Only when the repeated subsequent performance fails, too, does the Customer have the right to rescind the contract or to reduce the purchase price.

c. If a notification of defect by the Customer proves to be unjustified, the Customer must reimburse us for all costs, losses or expenses that this caused.

6. The limitation period for the Customer's claims that are based on defects shall be for a period of one year commencing from the point where the risk of the goods is transferred to the Customer in accordance with the Ex Works basis as defined in the Incoterms®2010, unless the defective item has been used for a building in accordance with its usual manner of use and has caused a defect in the building. The one-year limitation period equally applies to tort claims that are based on a defect of the goods. The statutory limitation periods apply to losses resulting from a breach of guarantee or from death, bodily injury or damage to health, for wilfulness and gross negligence and for claims based on mandatory statutory provisions regarding product liability. If we make any statement in respect of a claim based on defects that has been asserted by the Customer, such statement(s) shall not to be deemed to be an admission of liability or wrongdoing, or a commencement of negotiations concerning the claim. The Customer must in all cases prove to our satisfaction that the defect already existed at the time of delivery.

## **XI. Limitation of Liability**

1. We shall in no event be liable for any indirect, special, exemplary, incidental or consequential loss or damage or for any lost profits, lost savings or loss of revenues suffered by the Customer arising from the Customer's use, sale, resale or processing of the goods. The Customer shall fully and effectually indemnify and keep us indemnified from and against all actions, proceedings, claims, demands, damages, costs, losses, expenses, fines, penalties made against or suffered or incurred by us which arise out of or are in relation to the Customer's use, sale, resale or processing of the goods.
2. We shall in no event be liable for any indirect, special, exemplary, incidental or consequential loss or damage or for any lost profits, lost savings or loss of revenues suffered by the Customer arising from our provision of services to the Customer. The Customer shall fully and effectually indemnify and keep us indemnified from and against all actions, proceedings, claims, demands, damages, costs, losses, expenses, fines, penalties made against or suffered or incurred by us which arise out of or are in relation to our provision of services to the Customer.

3. Nothing in this Clause XI shall:
  - (a) affect mandatory statutory liability for product defects;
  - (b) limit our liability in respect of personal injury or damage to health or death arising from our gross negligence or fraudulent misrepresentation.
4. The Customer shall have no right to reimbursement of any costs or expenses incurred under this General Terms and Conditions.
5. We give no guarantee or warranty or representation as to the quality of essential third-party products and we shall not be held liable for any defects in such essential third-party products.
6. Any repair of defects, replacement delivery or payment of damages by us shall not constitute or be construed as an admission of liability or wrongdoing by us.

## **XII. Other Duties by the Customer, Export Control**

1. The Customer may not alter the goods in any respect that is relevant for safety; in particular, the Customer may not alter or remove existing warnings of dangers in case of improper use of the contractual goods. The Customer shall fully and effectually indemnify and keep us indemnified from and against all actions, proceedings, claims, demands, damages, costs, losses, expenses, fines, penalties made against or suffered or incurred by us which arise out of or are in relation to product liability claims by third parties due to the Customer's alteration of the goods in the aforementioned manner.
2. If we must issue a product recall or a product warning because of a product defect concerning the goods, the Customer will assist us and take all reasonable measures ordered by us. The Customer is obligated to bear the cost of the product recall or product warning in the event that the Customer is liable for the product defect and the damage sustained according to the principles of product liability law. The Customer's obligations as set out herein shall be without prejudice to any of our rights and remedies under this General Terms and Conditions or at law or in equity.
3. The Customer shall notify us without undue delay of any risks in the use of the contractual goods and of possible product defects of which the Customer becomes aware.
4. The supply of goods (products, software, technology) in the performance of this contract may be subject to export restrictions or prohibitions in the country from which the goods or any part thereof is being exported. The Customer shall comply at its own costs with all applicable export control regulations and corresponding restrictions. This particularly applies to European, German and, if relevant,





provisions of US law relating to re-exports. In the case of a re-sale / forwarding of the supplied goods, the Customer shall draw the recipient's attention to the provisions of export control law.

5. In particular, the Customer shall ensure that goods are not used, either directly or indirectly, for a purpose that is connected in any way to chemical, biological or nuclear weapons and their carrying systems. Furthermore, the Customer shall ensure that the items are not put, either directly or indirectly, to a military end-use in a country subject to a weapons embargo. The Customer shall not sell, export, re-export, supply, forward the goods or otherwise make them available to persons, companies, facilities, organizations or in countries, either directly or indirectly, if doing so would violate European, German or any other applicable export control laws and regulations, including U.S. provisions relating to re-exports.
6. The Customer shall, on request, provide at its own cost end use certificates in order to prove the final destination and end-use of the products required for the application of any exports licenses or approvals.
7. The Customer shall fully and effectually indemnify and keep us indemnified from and against all actions, proceedings, claims, demands, damages, costs, losses, expenses, fines, penalties made against or suffered or incurred by us which arise out of or are in relation to the Customer's failure to comply with any applicable export control provisions, including any U.S. provisions relating to export and re-exports.
8. The performance of the contract and corresponding obligations are subject to the condition that the required export or transfer authorizations, approvals or any other authorizations stipulated by foreign trade law or clearances by the competent authorities (collectively known as "Authorizations") are issued and that there are no other legal restrictions owing to provisions of export control law that must be complied with. The Customer shall be responsible for obtaining such necessary Authorizations from the relevant authorities.
9. The Customer shall be responsible for all taxes, charges and duties in connection with the export and delivery of the goods and provisions of services to any countries, territories or locations outside Vietnam and fully indemnify us if applicable.

### **XIII. Confidentiality**

1. The contracting parties are under the obligation to maintain, for an unlimited period of time, the confidentiality of any

and all information that becomes available to them and is referred to as confidential or can be recognized as a trade or business secret according to other circumstances, and they may neither record nor pass on or exploit such information. The contracting parties shall ensure through adequate contractual arrangements with their employees and agents that the latter, too, refrain for an unlimited period of time from the exploitation, circulation, or unauthorized recording of such trade or business secrets on their own behalf.

### **XIV. Miscellaneous**

1. The Customer shall have no right to novate, assign or delegate all or any part of its rights or obligations under this General Terms and Conditions without our prior written consent. This General Terms and Conditions shall be binding upon the Customer and shall inure to our benefit and our successors and permitted assigns.

The applicable legal jurisdiction, laws and regulations in connection with the any Sale and/or the agreement between the Parties and/or these General Terms and Conditions of Business, shall be determined in accordance with the Vietnamese laws excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

2. The Contract Partners shall attempt to resolve any disputes arising out of this Agreement by negotiation and conciliation. If the dispute cannot be resolved in this manner within a reasonable time, it shall be referred to and finally resolved by Vietnam International Arbitration Centre ("VIAC") at HCM. In such a case, each Party to the arbitration shall, in accordance with the said rules, appoint one (1) arbitrator and the arbitrators so appointed by the Parties shall in turn mutually select one (1) additional arbitrator. The place of arbitration shall be at VIAC's office in Ho Chi Minh City, Vietnam and the proceedings shall be conducted in the English language. The award shall be final and legally binding on the Contract Partners
3. The place of performance for all performances owed by the contracting parties shall be the place where our company has its registered office.
4. If any provision of this General Terms and Conditions or part thereof is rendered void, illegal or unenforceable under any law, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of this General Terms and Conditions.

# The Royal League

