

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

BẢN TỰ CÔNG BỐ SẢN PHẨM

Số: 02/LIENPHONG/2021

I. Thông tin về tổ chức công bố sản phẩm:

Tên tổ chức: **CÔNG TY TNHH XUẤT NHẬP KHẨU LIÊN PHONG**

Địa chỉ: Lô nhà số 12-TT1- Dự án 249A Thụy Khuê, Phường Thụy Khuê, Quận Tây Hồ, Thành phố Hà Nội, Việt Nam

Điện thoại: 097.6514.358

E-mail:

Mã số doanh nghiệp: 0108336848

II. Thông tin về sản phẩm

1. Tên sản phẩm: **Sữa bột nguyên kem a2 Full cream milk**

2. Thành phần: Sữa nguyên kem, chất nhũ hóa (lecithin đậu nành). Lưu ý: sản phẩm có chứa sữa và sản phẩm từ đậu nành và phù hợp cho người ăn chay.

3. Thời hạn sử dụng sản phẩm: 18 tháng kể từ ngày sản xuất.

4. Quy cách đóng gói và chất liệu bao bì:

- Chất liệu bao bì: Sản phẩm được đóng gói trong túi nhựa tráng nhôm, đảm bảo yêu cầu vệ sinh an toàn thực phẩm của Bộ Y tế.

- Quy cách đóng gói: khối lượng tịnh: 1 kg/túi hoặc theo quy cách ghi trên bao bì sản phẩm.

5. Tên và địa chỉ cơ sở sản xuất sản phẩm: Sản phẩm của The a2 Milk (Australia) Pty Ltd, level 4, 182 Blues Point road, McMahons Point, NSW, 2060, Úc; được sản xuất/đóng gói tại: Pacific Lab Holdings Limited, địa chỉ: 8 Winefair Close, Riverlands, Blenheim, 7274 New Zealand; hoặc Seafair Close Holdings Limited, địa chỉ: 12 Seafair Close, Riverlands, Blenheim, 7274 New Zealand.

III. Mẫu nhãn sản phẩm: Xem mẫu nhãn đính kèm.

IV. Yêu cầu về an toàn thực phẩm: Tổ chức, cá nhân sản xuất, kinh doanh thực phẩm đạt yêu cầu an toàn thực phẩm theo:

- QCVN 5-2:2010/BYT Quy chuẩn Kỹ thuật Quốc gia đối với các sản phẩm sữa dạng bột;

Chúng tôi xin cam kết thực hiện đầy đủ các quy định của pháp luật về an toàn thực phẩm và hoàn toàn chịu trách nhiệm về tính pháp lý của hồ sơ công bố và chất lượng, an toàn thực phẩm đối với sản phẩm đã công bố./.

Hà Nội, ngày 10 tháng 06 năm 2021
ĐẠI DIỆN TỔ CHỨC, CÁ NHÂN



GIÁM ĐỐC
Nguyễn Thị Liên

Sữa bột nguyên kem a2 Full cream milk

Thành phần: Sữa nguyên kem, chất nhũ hóa (lecithin đậu nành). Lưu ý: sản phẩm có chứa sữa và sản phẩm từ đậu nành và phù hợp cho người ăn chay.

Thành phần: Sữa nguyên kem, chất nhũ hóa (lecithin đậu nành). Lưu ý: Sản phẩm phù hợp cho người ăn chay, có chứa sữa và sản phẩm từ đậu nành.

Thông tin cảnh báo: Không dùng cho người mẫn cảm/dị ứng với những thành phần trên.

Hướng dẫn sử dụng và pha sữa:

Pha 1 cốc (250 ml):

1. lấy 125 ml (tương đương 1/2 cốc) nước nóng hoặc lạnh;
2. thêm 35 g (tương đương 1/3 cốc) sữa bột a2 Milk™;
3. khuấy cho tan đều;
4. thêm nước cho đầy cốc sữa.

Pha 1 l sữa:

1. lấy 500 ml (tương đương 2 cốc) nước nóng hoặc lạnh;
2. thêm 140 g (tương đương 1 + 1/3 cốc) sữa bột a2 Milk™;
3. khuấy cho tan đều;
4. thêm nước đến đủ 1 l sữa.

Để đạt hiệu quả pha sữa tốt nhất, cho bột sữa vào nước, không đổ nước vào bột. Luôn sử dụng thìa khô để đong sữa bột a2 Milk™.

Muốn tăng vị sữa và hàm lượng canxi, pha tăng thêm lượng sữa bột. Để sữa đã pha đạt được hương vị tự nhiên tốt nhất, hãy bảo quản sữa đã pha trong ngăn mát tủ lạnh qua đêm trước khi uống.

Hướng dẫn bảo quản: Bảo quản ở nơi khô và mát, tránh ánh nắng trực tiếp. Túi đã mở, sử dụng trong vòng 3 tuần kể từ ngày mở túi. Để duy trì chất lượng sản phẩm, đóng kín miệng túi zip sau mỗi lần sử dụng. Sữa đã pha, bảo quản trong ngăn mát tủ lạnh ở nhiệt độ 4 độ C và sử dụng trong vòng 3 ngày.

Ngày sản xuất: 18 tháng trước hạn sử dụng

Hạn sử dụng: Sử dụng tốt nhất trước (xem best before) in trên túi

Quy cách đóng gói: khối lượng tịnh 1 kg/túi

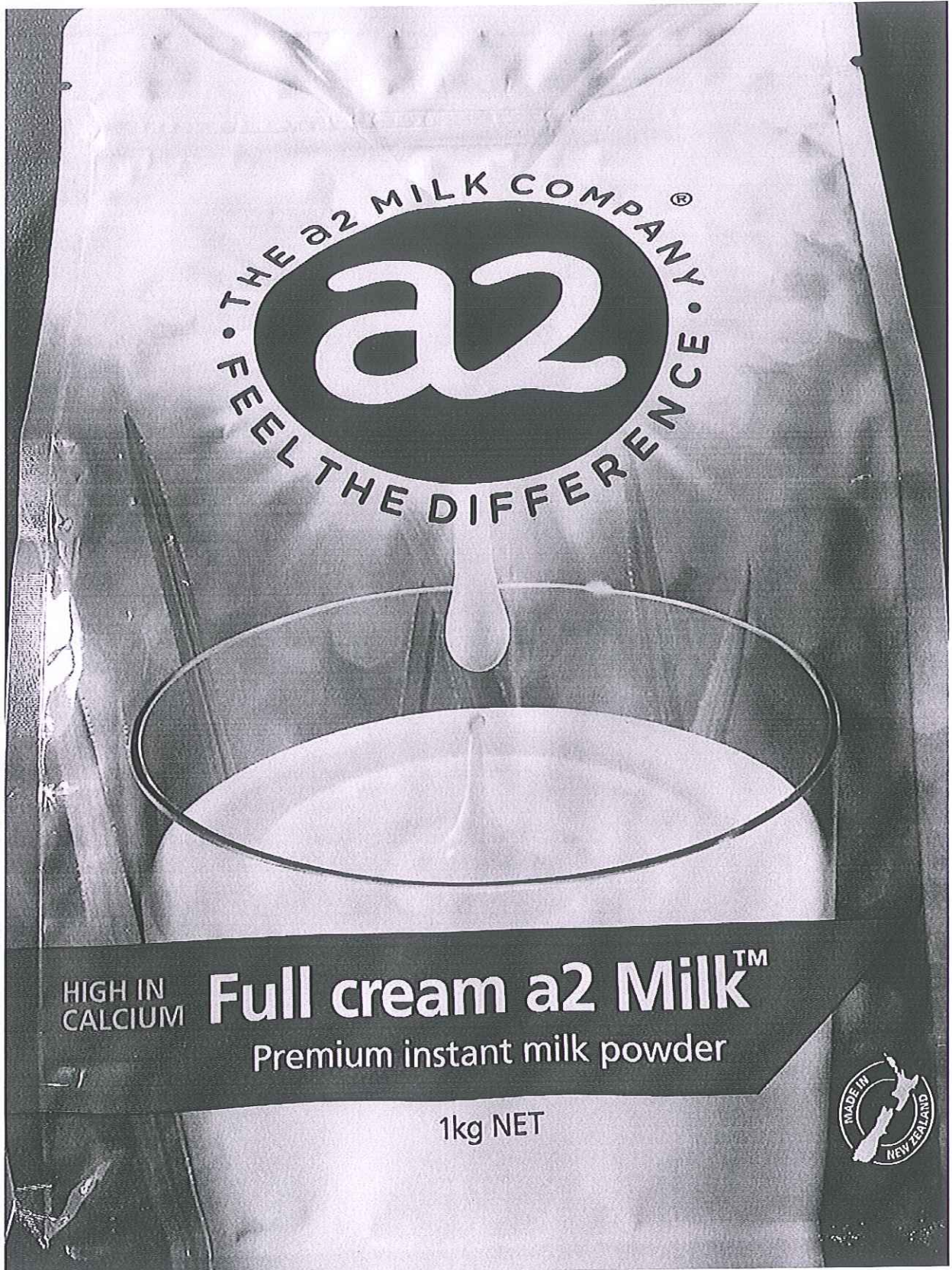
Xuất xứ: New Zealand

Nhà sản xuất: Sản phẩm của The a2 Milk (Australia) Pty Ltd, level 4, 182 Blues Point road, McMahons Point, NSW, 2060, Úc; được sản xuất/đóng gói tại: Pacific Lab Holdings Limited, địa chỉ: 8 Winefair Close, Riverlands, Blenheim, 7274 New Zealand; hoặc Seafair Close Holdings Limited, địa chỉ: 12 Seafair Close, Riverlands, Blenheim, 7274 New Zealand.

Nhập khẩu và phân phối: CÔNG TY TNHH XUẤT NHẬP KHẨU LIÊN PHONG, địa chỉ: Lô nhà số 12-TT1-Dự án 249A Thụy Khuê, Phường Thụy Khuê, Quận Tây Hồ, Thành phố Hà Nội, Việt Nam. Hotline: 18006982

3833
CÔNG
TY TNHH
XUẤT NHẬP
KHẨU
LIÊN PHONG

MẪU NHÃN GỐC



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Nutrition information

SERVINGS PER PACKAGE: 28
SERVING SIZE: 250mL*

| | AVE QUANTITY PER SERVE* | AVERAGE PER 100mL |
|--------------------|-------------------------------|-------------------|
| Energy | 748kJ (179 Cal) | 299kJ (72 Cal) |
| Protein | 8.5g | 3.4g |
| - A2 beta-casein | 2.5g | 1.0g |
| Fat | 10.0g | 4.0g |
| - Saturated | 6.8g | 2.7g |
| Carbohydrate | 13.8g | 5.5g |
| - Sugars (Lactose) | 13.8g | 5.5g |
| Sodium | 81mg | 32mg |
| Potassium | 326mg | 130mg |
| Calcium | 280mg (35% RDI [^]) | 112mg |

* Refers to reconstituted full cream milk made up according to mixing instructions by weight

[^] Recommended daily intake

Ingredients

Full cream milk, Emulsifier (Soy lecithin)

Suitable for vegetarians.

Storage

To maintain freshness once open, securely seal the zip lock after each use. Store in a cool, dry place, away from direct sunlight. Consume powder within 3 weeks of opening.

a2 Milk™ is a trade mark of The a2 Milk Company Limited

PAU004030



Directions for use

For best results add powder to water, not water to powder. Always use a dry measuring cup when measuring a2 Milk™ powder.

TO MIX 250ML (1 CUP)

1. Prepare 125mL (approx. 1/2 cup) of hot or cold water
2. Add 35g (approx. 1/3 cup*) of a2 Milk™ powder
3. Stir until dissolved
4. Add more water to make up 1 cup of milk

TO MIX 1 LITRE

1. Prepare 500mL (approx. 2 cups) of hot or cold water
2. Add 140g (approx. 1 1/3 cup*) of a2 Milk™ powder
3. Stir until dissolved
4. Add more water to make up 1 litre of milk

After reconstitution, keep refrigerated at 4°C and consume within 3 days.

For a fuller flavoured, higher calcium milk, add extra powder. To enhance the natural flavour of this product we recommend storing the reconstituted liquid milk in the refrigerator overnight prior to consumption.

*Powder may compress. Measure by weight for accuracy.

MAKES 7 LITRES^x

Is this a True a2™ product?

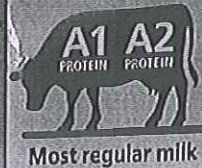
We take great care to ensure you have the highest quality products. Our milk is sourced from cows that naturally produce milk with only the A2 beta-casein protein type and free from growth hormones and antibiotics. This product is also verified by independent food-traceability experts, Oritain. Please visit a2milk.com.au for more information.



PRODUCTION: 21 042 / 10:33
BEST BEFORE: 11 AUG 2022 002020103

CHAU NG HA N

What is a2 Milk™?



Our a2 Milk™ comes from cows specially selected to naturally produce milk with only the A2 beta-casein protein type.

Many people say they can feel the difference!



Packed for

The a2 Milk Company (Australia) Pty Ltd
Level 4, 182 Blues Point Road
McMahons Point, NSW, 2060, Australia

Made in New Zealand

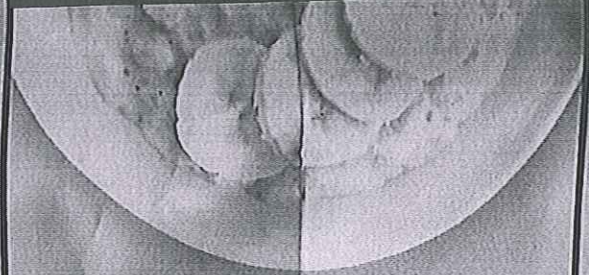
REG. No. 124

CONSUMER CARE CALL
1800 224 632

www.a2milk.com.au



a2 Milk™ recipe ideas



Overnight oats

Preparation time: 10 minutes
Refrigeration time: Overnight
Serves: 1-2



Ingredients

1/2 cup of oats
200mL of a2 Milk™ powder prepared according to instructions
1/4 cup apple, grated finely
Fruit of your choice for topping



Directions

- 1 Combine all ingredients in a small bowl and mix well. Cover and refrigerate overnight.
- 2 When ready to serve, stir to loosen the oats and add some extra milk if needed. Top with the fruit of your choice.



Vietnam

Add value.
Inspire trust.

Test Report No.VNT/F21/056100

Dated 24/05/2021

Phiếu kết quả thử nghiệm số VNT/F21/056100

Ngày 24/05/2021

Applicant : CÔNG TY TNHH XUẤT NHẬP KHẨU LIÊN PHONG
Tên khách hàng Lot 12-TT1-249A Thụy Khuê Project, Thụy Khuê Ward, Tay Ho District, Hanoi City, Vietnam.
Lô Nhà Số 12 -TT1- Dự Án 249A Thụy Khuê, Phường Thụy Khuê, Quận Tây Hồ, Thành Phố Hà Nội, Việt Nam.

Date of receiving : 15/05/2021 (11:00)
Ngày nhận mẫu

Temperature of sample as received : Room temperature
Nhiệt độ bề mặt của mẫu khi nhận *Nhiệt độ phòng*

State of sample as received : Sample intact in packet
Mô tả tình trạng mẫu khi nhận *Mẫu nguyên vẹn trong bao bì*

Test Period : 17/05/2021 – 24/05/2021
Thời gian thử nghiệm

Sample Description : a2 full cream milk
Mô tả mẫu



Note: The submitted samples were not taken by laboratory/ Mẫu gửi không được lấy bởi Phòng thử nghiệm
The information was provided by client/ Thông tin được cung cấp bởi khách hàng.
Sample storage period 1 week after issuing the test report/ Thời gian lưu mẫu 1 tuần sau khi phát hành báo cáo thử nghiệm
This testing result is only valid on the tested sample/ Kết quả phân tích chỉ có giá trị trên mẫu thử

Checked By

Hoang Thi Hai Yen
Assistant Lab Manager

Authorized By

Nguyen Thi Chan
FHB Manager

Note: The test report is electronically generated. Hence original signature is not required. For any technical query, please contact Ms. Chan at chan.nguyen@tuv-sud.vn and for any complaint please contact Ms. Thuy at ngoc-thuy.ngo@tuv-sud.vn.

Note: (1) General Terms & Conditions as mentioned overleaf, (2) The results relate only to the items tested, (3) the test report shall not be reproduced except in full without the written approval of the laboratory.

Laboratory:
TUV SUD Vietnam Co., Ltd.
Lot III-26, 19/5A Street, Industry Group III,
Tan Binh Industrial Park, Tay Thanh Ward,
Tan Phu District, Ho Chi Minh City, Vietnam.

Phone: 084-8-6267 8506
Fax: 084-8-6267 8511
E-Mail: chan.nguyen@tuv-sud.vn
Url: www.tuv-sud.vn

Regd. Office:
TUV SUD Vietnam Co., Ltd.
Lot III-26, 19/5A Street, Industry Group III,
Tan Binh Industrial Park, Tay Thanh Ward,
Tan Phu District, Ho Chi Minh City, Vietnam.

Test Report No.VNT/F21/056100

Dated 24/05/2021

Phiếu kết quả thử nghiệm số VNT/F21/056100

Ngày 24/05/2021

TEST RESULTS/ KẾT QUẢ THỬ NGHIỆM:

| No. STT | Specification Chỉ tiêu | Unit Đơn vị | Method Phương pháp | Result Kết quả | Detection Limit Giới hạn phát hiện |
|---------|-------------------------------|----------------|---------------------------------------|---------------------------------|---------------------------------------|
| 1. | Lead (Pb) Chì | mg/Kg | TPV-LAB-FTP-256 (ICP/MS) | Not detected Không phát hiện | 0.02 |
| 2. | Aflatoxin M1 | µg/Kg | TPV-LAB-FTP-273 (LC/MS/MS) | Not detected Không phát hiện | 0.5 |
| 3. | Benzylpenicillin | µg/Kg | LC-MS/MS | Not detected Không phát hiện | 4.0 |
| 4. | Chlortetracycline | µg/Kg | TPV-LAB-FTP-216 (LC-MS/MS) | Not detected Không phát hiện | 100 |
| 5. | Dihydrostreptomycin | µg/Kg | LC-MS/MS | Not detected Không phát hiện | 100 |
| 6. | Gentamycin | µg/Kg | LC-MS/MS | Not detected Không phát hiện | 100 |
| 7. | Spiramycin | µg/Kg | LC-MS/MS | Not detected Không phát hiện | 100 |
| 8. | Endosufan | mg/Kg | TPV-LAB-FTP-253 (GC/MS) | Not detected Không phát hiện | 0.01 |
| 9. | Aldrin | mg/Kg | TPV-LAB-FTP-253 (GC/MS) | Not detected Không phát hiện | 0.006 |
| 10. | Dieldrin | mg/Kg | TPV-LAB-FTP-253 (GC/MS) | Not detected Không phát hiện | 0.006 |
| 11. | DDT | mg/Kg | TPV-LAB-FTP-253 (GC/MS) | Not detected Không phát hiện | 0.01 |
| 12. | Cyfluthrin | mg/Kg | TPV-LAB-FTP-253 (GC/MS) | Not detected Không phát hiện | 0.04 |
| 13. | <i>Enterobacteriaceae</i> | CFU/g | ISO 21528-2:2017 | Not detected Không phát hiện | 10 |
| 14. | <i>Staphylococcus aureus</i> | CFU/g | ISO 6888-1:1999 (Amendment 1:2003) | Not detected Không phát hiện | 10 |
| 15. | <i>Listeria monocytogenes</i> | CFU/g | ISO 11290-2:2017 | Not detected Không phát hiện | 10 |
| 16. | <i>Salmonella</i> spp. | /25g | ISO 6579-1: 2017 | Absent Không phát hiện | - |

- END OF TEST REPORT -
- Kết thúc phiếu kết quả thí nghiệm -



Vietnam

Test Report No.VNT/F21/056100

Dated 24/05/2021

Phiếu kết quả thử nghiệm số VNT/F21/056100

Ngày 24/05/2021

General Terms and Conditions of Business

of TÜV SÜD Vietnam Co., Ltd (hereinafter referred to as "TUV SUD")

1. General

1.1 These General Terms and Conditions of Business are applicable to all Product Testing / Inspection / Certification Services and other services provided by TÜV SÜD (the Services).

1.2 The client shall accept TÜV SÜD's General Terms and Conditions of Business and the prices valid at the time of order placement. Deviating terms and conditions of business of individual clients cannot be recognized as a matter of principle.

1.3 Ancillary agreements promises and other statements by TÜV SÜD employees or officially authorized experts called in by TÜV SÜD shall only be considered binding if expressly confirmed by TÜV SÜD and in writing. This shall also apply to any amendments to these terms and conditions.

2. Contractual Performance and Clients' Responsibilities

2.1 TÜV SÜD shall perform the Services in accordance to TÜV SÜD customary manner unless otherwise agreed in writing. Unless otherwise explicitly agreed in writing or regulated by the law and regulations, no responsibility shall be assumed for the correctness of the safety programs and safety regulation on which the tests and inspections have been based.

2.2 TÜV SÜD shall be entitled to make use of sub-contractors in the implementation of the order only if this has been explicitly agreed upon in writing.

2.3 The scope of the Services to be performed by TÜV SÜD shall be defined in writing on placement of order. If any modification or extension of the scope prove necessary within the context of due performance of the contract, they shall be additionally agreed upon in advance and in writing.

2.4 The client shall supply the necessary accessories, information and / or documents, for the Services including any foreign test reports, company test reports, product specifications, catalogues and instruction manuals. Until all necessary accessories, information or documents are supplied, TÜV SÜD will not commence the Services.

2.5 TÜV SÜD, at its sole discretion, reserves the right not to undertake the Services and terminate the agreement for the same in the event the client fails to comply with the terms and conditions set out herein.

3. Deadlines, Delay or Failure of Performance

3.1 The deadlines for contractual performance quoted by TÜV SÜD shall be binding only if this has been explicitly agreed upon in writing or regulated by the law and regulations.

3.2 TÜV SÜD shall not be liable for any delay or failure in respect of its contractual performance arising from any cause outside its control unless regulated by the law and regulations.

3.3 TÜV SÜD shall not be liable if its contractual performance is delayed due to any cause outside its control. In such event, TÜV SÜD shall have the option at its sole discretion to either (i) extend the period for performance in accordance to the period of delay or (ii) terminate the agreement for the Services.

4. Warranty

4.1 Warranty by TÜV SÜD only covers contractual services with which it has been explicitly commissioned as per Section 2.1. Warranty regarding the proper condition and overall functioning of the plants to which the inspected or tested parts belong shall therefore be excluded. In particular, TÜV SÜD shall not assume any responsibility for the design, materials and construction of the examined plants unless these issues have been explicitly included in the contract. Even if the latter is the case, the warranty and the legal responsibility of the manufacturer shall be neither restricted nor assumed or regulated by the law and regulations.

4.2 Any warranty given by TÜV SÜD shall initially be restricted to supplementary performance to be completed within a reasonable time limit informed in writing to and agreed by the customer or regulated by the law and regulations. Should such supplementary performance fail, i.e. be impossible or unacceptable for the customer or be unjustifiably refused or delayed by TÜV SÜD, the customer shall be entitled, at its discretion, either to a reduction of the price or resission of the contract.

4.3 TÜV SÜD warrants that it will exercise reasonable care and diligence in performing the service herein. Save as provided herein, all other warranties by TÜV SÜD, whether expressed or implied, are hereby expressly excluded.

4.4 The client warrants that all information and/or documents supplied to TÜV SÜD are accurate and correct in all aspects and shall indemnify TÜV SÜD as the recent law and regulations for all loss and damages arising from the Services herein caused by incorrect information and/or documents supplied by the client.

5. Liability

5.1 Unless regulated by the law and regulations, TÜV SÜD shall only be liable for damages – regardless of their legal basis – if TÜV SÜD has caused any damage as a result of an intentional or grossly negligent act or if TÜV SÜD has negligently breached a substantial contractual obligation ("material obligation"). In the event that TÜV SÜD is in breach of any substantial contractual obligations, TÜV SÜD shall only be liable for the damage related to and typically foreseeable under the particular contract at the time of entering into the contract.

5.2 Whilst all reasonable care will be taken where the product / equipment is in TÜV SÜD's custody, unless otherwise stipulated in the contract / agreement or regulated by the law and regulations, TÜV SÜD shall not under any circumstances be responsible for any loss or damage to the product / equipment during transit or while in the custody of TÜV SÜD, unless by fraud or negligence of TÜV SÜD. The client shall arrange for all necessary insurance against accidental loss or damage to the product / equipment, either in transit or at TÜV SÜD premises.

5.3 Unless there is a written request made for the return of the product / equipment at the time when they are delivered to TÜV SÜD for testing or the agreement for testing expressly provides for the return of the product / equipment, all product / equipment provided to TÜV SÜD for testing will be disposed after 1 month from the date of testing and the client agrees this principle.

5.4 Unless regulated by the law and regulations, TÜV SÜD shall not be liable for any damages caused as a result of a negligent breach of a non-substantial contractual obligation.

5.5 Unless regulated by the law and regulations, "Substantial contractual obligations" are those obligations that protect the customer's legal interests deemed to be substantial to the contract, which the contract, based on its content and purpose, must specifically grant to the customer; further, such contractual obligations are substantial which are deemed to be prerequisites for proper performance of a contract and upon the observance of which the customer has generally relied and may rely.

5.6 Unless regulated by the law and regulations, TÜV SÜD shall not be liable for any incidental, indirect, special or consequential loss or damage whatsoever, including, but not limited to, loss of revenue, profits, contracts, business or anticipated savings, or loss of goodwill or reputation, whether foreseeable or not and whether arising from any act or omission on the part of TÜV SÜD in the provision of the Services.

5.7 Any person making claims under this contract may inform TÜV SÜD about any potential damage for which TÜV SÜD could be liable.

5.8 If claims for damages against TÜV SÜD are excluded or limited, this shall extend to any personal liability of any statutory organs, experts, miscellaneous employees, vicarious agents or any other auxiliary personnel of TÜV SÜD for the said / same claims on the same legal relation.

5.9 TÜV SÜD total liability to the client under or in connection with the agreement for Services and/or in tort (including negligence) in any event (other than death or personal injury resulting from TÜV SÜD's negligence) shall not exceed the amount of fees paid by the client to TÜV SÜD in respect of the Services.

6. Terms of Payment, Prices

6.1 Unless a fixed price or other calculation basis has been explicitly agreed upon, services shall be billed in accordance with the prices of TÜV SÜD valid at the time of contract conclusion. In the absence of a valid schedule of prices, contractual provisions must be agreed on a case-by-case basis.

If there is a period of more than 4 months between placement of the order and completion of the order by TÜV SÜD and there has been a price increase in the meantime, then the modified price shall be used as the basis of calculation as of the 5th month.

6.2 Reasonable advance payments may be requested and for partial invoices covering services already rendered may be made out. Partial invoices need not be designated as such. The receipt of an invoice does not mean that the order has been billed completely by TÜV SÜD.

6.3 Companies who are not given any credit terms by TÜV SÜD have to pay in advance. For companies who are given credit terms by TÜV SÜD, an invoice will be issued when a job is completed and the fees shall be remitted to TÜV SÜD within thirty days of presentation of the invoice.

6.4 The client agrees to indemnify and pay TÜV SÜD for all taxes (Value Added Tax - VAT), levies and duties (including, but not limited to, goods and services tax or withholding tax which TÜV SÜD may be liable to pay as a result of providing the services to the client herein).

6.5 Any objections to invoices must be made in writing to TÜV SÜD within a 14-day preclusion period after receipt of invoice, with reasons stated.

6.6 When a client decides to cancel the order for the Services (other than audits), he may do so by giving a notice in writing to TÜV SÜD. In case TÜV SÜD receives the cancellation request within three working days after confirmation of the order, the client will be charged for all Services performed prior to such cancellation and in vice versa, the client agrees to pay the full fee for the Services as the contract.

6.7 For audits, any request for cancellation or postponement of the audit must be given within six weeks in advance of the scheduled audit date, the client will be charged for all Services performed prior to such cancellation or postponement and in vice versa the client agrees to pay the full fee for the audit as the contract.

7. Secrecy, Copyright, Data Protection

7.1 TÜV SÜD shall have the right to copy and file any written documents submitted for perusal which are important for performance of the order.

7.2 In as far as expert opinions, audit reports and the like that are protected by copyright are prepared within the scope of contractual performance, TÜV SÜD shall grant the customer a simple, non-transferable right of use, if this is required by the underlying purpose of the contract. This grant of copyright explicitly shall not include the transfer of any other rights; the customer shall, in particular, not be entitled to change (process) or use expert opinions, audit reports, test results, calculations and the like outside its business.

7.3 TÜV SÜD, its employees, and the expert engineers called in by TÜV SÜD shall not, without authorization, disclose or use any confidential information belonging to the client which they become cognizant during their activities provided that this clause shall not apply to information that is already known to TÜV SÜD prior to such disclosure; or passes into the public domain otherwise than as a result of a breach of this confidentiality obligation on the part of TÜV SÜD, or was received from a third party who is not under any confidentiality obligations or who did not acquire the information in confidence; or was independently conceived or developed by TÜV SÜD without reference to the disclosed confidential information.

7.4 By engaging TÜV SÜD for the Services, the client permits TÜV SÜD to use and/or process data, including personal data, for the proper performance of the Services and for other permissible purposes. TÜV SÜD agrees to comply with applicable personal data protection laws.

8. **Lien**
In addition to any right of lien to which TÜV SÜD may be entitled by law, TÜV SÜD shall be entitled to a general lien on all product / equipment submitted for the Services as the agreement, contract with the client.

9. Indemnity

The client shall indemnify TÜV SÜD fully in accordance with the law and regulations against all loss or damages suffered and cost and expenses incurred by TÜV SÜD and all claims by any third parties as a result of provision of the Services (including but not limited to the improper use of the test reports, supply of inaccurate information and/or documents to TÜV SÜD or any claim by third party for infringement or intellectual property rights and/or for discovery of information and/or for delivery of documents or products / equipment) unless the same is caused by the act or neglect of TÜV SÜD.

10. Court Appearance

In the event any of the employees of TÜV SÜD is requested by the client or summoned by the court upon application by the client or any other parties for his attendance in court as an expert witness on the subject of the Services provided, the Client agrees and shall pay TÜV SÜD for such attendance in court based on TÜV SÜD's prevailing rates, agreed by the written confirmation of the client, for court attendance. TÜV SÜD may at its sole discretion revise its rates for court attendance from time to time.

11. Governing Law

11.1 The agreement for the Services shall be governed by and construed in accordance with the laws of Vietnam.

11.2 TÜV SÜD and the client agree to submit to the jurisdiction of the Vietnam Courts.

12. Validity of Agreement

12.1 If any terms and conditions of this document are invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the terms and conditions.

effective: 15 September 2020 (TÜV SÜD Vietnam Co., Ltd.)

Version 8

**DỊCH NHÃN
SẢN PHẨM a2 FULL CREAM MILK**

Mặt trước: The a2 MILK COMPANY™ cảm nhận sự khác biệt

Giàu canxi

Sữa nguyên kem

Sữa bột uống liền thượng hạng a2 Milk™

Khối lượng tịnh: 1 kg

Sản xuất tại New Zealand

Mặt sau

The a2 MILK COMPANY™ cảm nhận sự khác biệt

Thông tin dinh dưỡng

| Khẩu phần/túi: 28 Lượng khẩu phần: 250 ml* | Đơn vị | Giá trị trung bình/khẩu phần* | Giá trị trung bình/100 ml |
|-----------------------------------------------|-----------|-------------------------------|---------------------------|
| Năng lượng | kJ Cal | 748 179 | 299 72 |
| Đạm tổng số | g | 8.5 | 3.4 |
| - A2 beta-casein | g | 2.5 | 1 |
| Béo tổng | g | 10 | 4 |
| - Chất béo bão hòa | g | 6.8 | 2.7 |
| Carbohydrate | g | 13.8 | 5.5 |
| - Đường | g | 13.8 | 5.5 |
| Natri | mg | 81 | 32 |
| Kali | mg | 326 | 130 |
| Canxi | mg | 280 (35 %RDI*) | 112 |

*Lượng dùng khuyến nghị trên ngày

* Là sữa đã pha theo hướng dẫn pha sữa

Thành phần: Sữa nguyên kem, chất nhũ hóa (lecithin đậu nành)

Phù hợp cho người ăn chay.

Hướng dẫn bảo quản: Để giữ nguyên chất lượng sản phẩm, đóng kín miệng túi zip sau mỗi lần sử dụng. Bảo quản ở nơi khô và mát, tránh ánh nắng trực tiếp. Sử dụng sản phẩm trong vòng 3 tuần kể từ khi mở túi.

a2 Milk™ là nhãn hiệu thương mại của công ty TNHH The a2 Milk company

Hướng dẫn sử dụng:

Để đạt hiệu quả pha sữa tốt nhất, cho bột sữa vào nước, không đổ nước vào bột. Luôn sử dụng thìa khô để đong sữa bột a2 Milk™.

Để pha 1 cốc (250 ml):

1-lấy 125 ml (tương đương 1/2 cốc) nước nóng hoặc lạnh; 2- thêm 35 g (tương đương 1/3 cốc) sữa bột a2 Milk™; 3-khuấy cho tan đều; 4-thêm nước cho đầy cốc sữa.

Để pha 1 l sữa:

1-lấy 500 ml (tương đương 2 cốc) nước nóng hoặc lạnh; 2- thêm 140 g (tương đương 1 + 1/3 cốc) sữa bột a2 Milk™ (tương đương 140 g); 3- khuấy cho tan đều; 4-thêm nước đến đủ 1 l sữa.

Sữa sau khi pha bảo quản trong ngăn mát tủ lạnh ở nhiệt độ 4 độ C và sử dụng trong vòng 3 ngày.

Muốn tăng vị sữa, tăng hàm lượng canxi sữa, pha thêm lượng sữa bột. Để sữa đã pha đạt được hương vị tự nhiên tốt nhất, hãy bảo quản sữa đã pha trong ngăn mát tủ lạnh qua đêm trước khi uống.

Mỗi túi pha được 7 lít sữa.

Đây có đúng là sữa a2™?

Bằng sự quan tâm sâu sắc, chúng tôi rằng bạn sử dụng sản phẩm chất lượng cao nhất. Sữa của chúng tôi được sản xuất từ những con bò chỉ cho ra loại đạm A2 beta-casein tự nhiên, không chứa hóc môn sinh trưởng và thuốc kháng sinh. Sản phẩm này cũng được đánh giá bởi chuyên gia truy xuất thực phẩm độc lập, Oritain.

Hãy truy cập website a2milk.com.au để biết thêm thông tin chi tiết.

Sản xuất:

Sử dụng tốt nhất trước:

Cạnh bên 1

A2 Milk™ Là gì?

Sữa A2 Milk™ được sản xuất từ những con bò tuyển chọn đặc biệt, sản xuất sữa chỉ có chứa loại đạm A2 beta-casein tự nhiên.

Rất nhiều người nói rằng họ cảm nhận được sự khác biệt!

Sản xuất cho công ty The a2 Milk (Australia) Pty Ltd, level 4, 182 Blues Point road, McMahons Point, NSW, 2060, Australia

Sản xuất tại New Zealand

Reg No. 124

Đường dây chăm sóc khách hàng 1800 224 632

www.a2milk.com.au

Cạnh bên 2

Công thức lý tưởng

Yến mạch qua đêm

Thời gian chuẩn bị: 10 phút

Thời gian bảo quản lạnh: qua đêm

1-2 khẩu phần

Thành phần:

½ cốc yến mạch

200 ml sữa a2 Milk™ đã pha

¼ cốc táo nghiền nhuyễn

Trang trí trên mặt bằng quả

tùy theo sở thích

Chuẩn bị

1. Cho tất cả các thành phần vào bát và trộn đều. Đậy nắp và cho vào ngăn mát tủ lạnh.

2. Khi dùng, khuấy đều hỗn hợp và thêm sữa nếu cần. Trang trí trên mặt bằng quả tùy theo sở thích.



CÔNG TY TNHH TM VÀ DỊCH VỤ HT QUỐC TẾ

Địa chỉ: 189 Trần Đăng Ninh, Dịch Vọng, Cầu Giấy, Hà Nội

Bà Trần Thị Thanh CMND số: 132337117, cấp ngày 15/06/2013 tại Công an Tỉnh Phú Thọ là biên dịch viên Tiếng Anh của công ty.

Tôi là Trần Thị Thanh, CMND số: 132337117, cấp ngày 15/06/2013 tại Công an Tỉnh Phú Thọ, cam đoan đã dịch chính xác văn bản đính kèm từ Tiếng Anh sang Tiếng Việt.

Ngày 26 tháng 05 năm 2021

Giám đốc Công ty

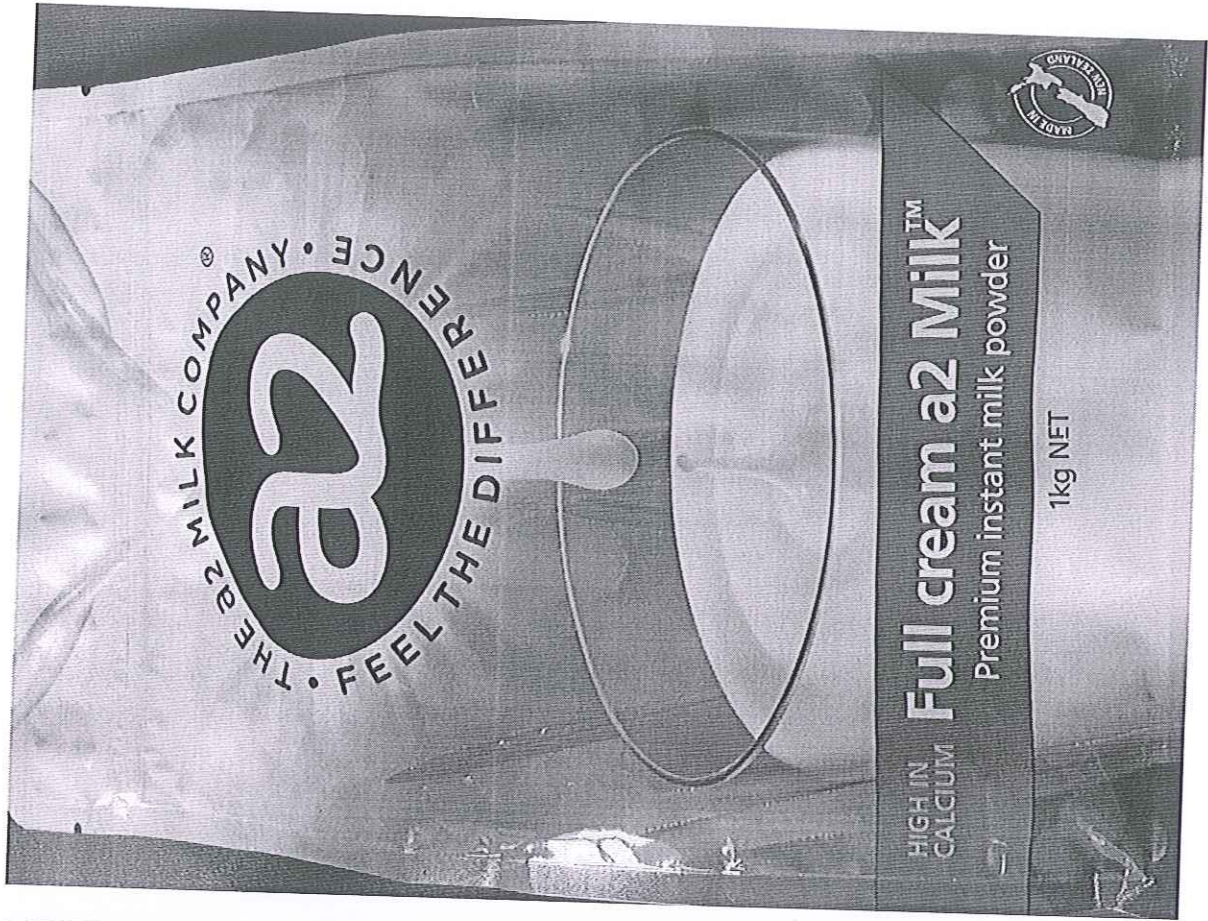


NGUYỄN THỊ HẰNG

Người dịch

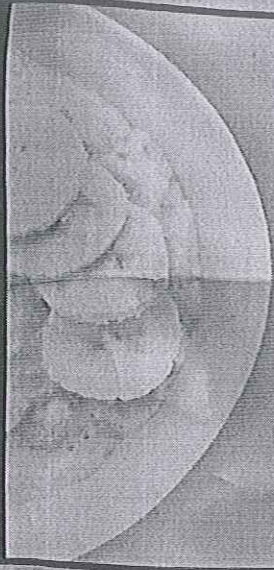
Trần Thị Thanh

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PHÂN PHỐI
YÊN HẠNH
CHUYÊN

a2 Milk™ recipe ideas



Overnight oats

Preparation time: 10 minutes

Refrigeration time: Overnight

Serves: 1-2



Ingredients

1/2 cup of oats

200mL of a2 Milk™

powder prepared

according to instructions

1/4 cup apple,

grated finely

Fruit of your choice

for topping



Directions

1 Combine all ingredients in a small bowl and mix well.

Cover and refrigerate overnight.

2 When ready to serve, stir to

loosen the oats and add some

extra milk if needed.

Top with the fruit of your choice.

What is a2 Milk?



a2 Milk™



Most regular milk

Our a2 Milk™

comes from cows

specially selected

to naturally produce

milk with only

the A2 beta-casein

protein type.

Many people say

they can feel

the difference!



Packed for

The a2 Milk Company (Australia) Pty Ltd

Level 4, 182 Blues Point Road

McMahons Point, NSW, 2060, Australia

Made in New Zealand

REG. No. 124

CONSUMER CARE CALL

1800 224 632

www.a2milk.com.au



**CÔNG TY TNHH
XUẤT NHẬP KHẨU LIÊN PHONG**

**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự Do - Hạnh Phúc**

Số: 08 /2021/TB
V/v: *Bổ sung quy cách đóng gói
và nhãn sản phẩm*

Hà Nội, ngày 26 tháng 7 năm 2021

Kính gửi: Sở Công Thương - Thành phố Hà Nội

Công ty TNHH Xuất Nhập Khẩu Liên Phong, địa chỉ Lô nhà số 12 - TT1 - Dự án 249A Thụy Khuê, P. Thụy Khuê, Q. Tây Hồ, TP Hà Nội, Việt Nam, hoạt động với mã số doanh nghiệp 0108336848 được Sở Kế hoạch và Đầu tư thành phố Hà Nội cấp ngày 25 tháng 11 năm 2019, sửa đổi lần 3.

Công ty chúng tôi có nộp bản tự công bố số 02/LIENPHONG/2021: Sữa bột nguyên kem a2 Full cream milk, thư tự đăng ký công bố tại quý Sở là số 712 ngày 17/6/2021.

Do nhu cầu kinh doanh, nhà sản xuất đã phát triển thêm bao bì đóng gói dạng hộp với quy cách 850 g/hộp, được sản xuất/đóng gói tại: Synlait Milk limited. Địa chỉ: 1028 Heslerton Road, RD 13, Rakaia 7783, New Zealand (Reg 540) Đồng thời bổ sung hướng dẫn sử dụng cho dạng đóng gói này. Các thông tin về xuất xứ, thành phần và các thông tin khác không thay đổi.

Vì vậy chúng tôi làm thông báo này để bổ sung mẫu nhãn chính, mẫu nhãn phụ cho hộp 850 g và bản dịch nhãn. Mọi thông tin khác đều giữ nguyên theo hồ sơ đã công bố.

Xin chân thành cảm ơn!

Hồ sơ đính kèm:

- Mẫu nhãn chính cho hộp 850 g;
- Mẫu nhãn phụ cho hộp 850 g;
- Bản dịch nhãn.



GIÁM ĐỐC

Nguyễn Thị Liên



TCCS: 02/LIENPHONG/2021: Sữa bột nguyên kem a2 Full cream milk
MẪU NHÃN GỐC – HỘP 850 G





TCCS: 02/LIENPHONG/2021: Sữa bột nguyên kem a2 Full cream milk
MẪU NHÂN PHỤ - HỘP 850 g

Sữa bột nguyên kem a2 Full cream milk

Thành phần: Sữa nguyên kem, chất nhũ hóa (lecithin đậu nành). Lưu ý: sản phẩm có chứa sữa và sản phẩm từ đậu nành. Có thể chứa dầu cá.

Thông tin cảnh báo: Không dùng cho người mẫn cảm/dị ứng với những thành phần trên.

Hướng dẫn sử dụng và pha sữa:

Pha 1 cốc (250 ml):

1. Lấy 1/2 cốc (tương đương 125 ml) nước nóng hoặc lạnh;
2. Thêm 4 thìa (tương đương 35 g) sữa bột a2 Milk™;
3. Khuấy cho tan đều;
4. Thêm nước cho đầy cốc sữa.

Pha 1 l sữa:

1. Lấy 2 cốc (tương đương 500 ml) nước nóng hoặc lạnh;
2. Thêm 16 thìa (tương đương 140 g) sữa bột a2 Milk™;
3. Khuấy cho tan đều;
4. Thêm nước đến đủ 1 l sữa.

Để đạt hiệu quả pha sữa tốt nhất, cho bột sữa vào nước, không đổ nước vào bột. Luôn sử dụng thìa khô để đong sữa bột a2 Milk™.

Muốn tăng vị sữa và hàm lượng canxi, pha tăng thêm lượng sữa bột. Để sữa đã pha đạt được hương vị tự nhiên tốt nhất, hãy bảo quản sữa đã pha trong ngăn mát tủ lạnh qua đêm trước khi uống.

Hướng dẫn bảo quản: Bảo quản ở nơi khô và mát. Hộp đã mở, sử dụng trong vòng 4 tuần. Luôn đóng chặt nắp sau mỗi lần sử dụng. Sữa đã pha, bảo quản trong ngăn mát tủ lạnh ở nhiệt độ 4 độ C và sử dụng trong vòng 3 ngày. Lưu ý: Không sử dụng nếu lớp giấy niêm phong hộp bị mất hoặc hở. Có thể có sữa đóng cục trong quá trình vận chuyển và phân phối.

Ngày sản xuất: Xem “MDF” dưới đáy hộp

Hạn sử dụng: Xem “Use by” in dưới đáy hộp

Quy cách đóng gói: Khối lượng tịnh 850 g/hộp

Xuất xứ: New Zealand

Nhà sản xuất: Sản phẩm của The a2 Milk (Australia) Pty Ltd, level 4, 182 Blues Point road, McMahons Point, NSW, 2060, Úc; được sản xuất/đóng gói tại: Synlait Milk limited. Địa chỉ: 1028 Heslerton Road, RD 13, Rakaia 7783, New Zealand (Reg 540) Nhập khẩu và phân phối: CÔNG TY TNHH XUẤT NHẬP KHẨU LIÊN PHONG, địa chỉ: Lô nhà số 12-TT1- Dự án 249A Thụy Khuê, Phường Thụy Khuê, Quận Tây Hồ, Thành phố Hà Nội, Việt Nam. Hotline: 18006982



Test Report No. VNT/F21/056100S1

Dated 27/07/2021

Phiếu kết quả thử nghiệm số VNT/F21/056100S1

Ngày 27/07/2021

Add value.
Inspire trust.

Applicant
Tên khách hàng : **CÔNG TY TNHH XUẤT NHẬP KHẨU LIÊN PHONG**
Lot 12-TT1-249A Thuy Khue Project, Thuy Khue Ward, Tay Ho District, Hanoi City, Vietnam.
Lô Nhà Số 12 -TT1- Dự Án 249A Thuy Khuê, Phường Thuy Khuê, Quận Tây Hồ, Thành Phố Hà Nội, Việt Nam.

Date of receiving
Ngày nhận mẫu : 15/05/2021 (11:00)

Temperature of sample as received
Nhiệt độ bề mặt của mẫu khi nhận : Room temperature
Nhiệt độ phòng

State of sample as received
Mô tả tình trạng mẫu khi nhận : Sample intact in packet
Mẫu nguyên vẹn trong bao bì

Test Period
Thời gian thử nghiệm : 27/07/2021 – 27/07/2021

Sample Description
Mô tả mẫu : a2 full cream milk

TEST RESULTS/ KẾT QUẢ THỬ NGHIỆM:

| No. STT | Specification Chỉ tiêu | Unit Đơn vị | Method Phương pháp | Result Kết quả | Detection Limit Giới hạn phát hiện |
|---------|---------------------------|----------------|-----------------------------|---------------------------------|---------------------------------------------|
| 1. | Tin (Sn) Thiếc | mg/Kg | TPV-LAB-FTP-256 (ICP/MS) | Not detected Không phát hiện | 0.5 |

Note: The submitted samples were not taken by laboratory/ Mẫu gửi không được lấy bởi Phòng thử nghiệm
The information was provided by client/ Thông tin được cung cấp bởi khách hàng.
Sample storage period 1 week after issuing the test report/ Thời gian lưu mẫu 1 tuần sau khi phát hành báo cáo thử nghiệm
This testing result is only valid on the tested sample/ Kết quả phân tích chỉ có giá trị trên mẫu thử

Checked By

Hoang Thi Hai Yen
Assistant Lab Manager

Authorized By

Nguyen Thi Chan
FHB Manager

Note: The test report is electronically generated. Hence original signature is not required. For any technical query, please contact Ms. Chan at chan.nguyen@tuv-sud.vn and for any complaint please contact Ms. Thuy at ngoc-thuy.ngo@tuv-sud.vn.

Note: (1) General Terms & Conditions as mentioned overleaf. (2) The results relate only to the items tested, (3) the test report shall not be reproduced except in full without the written approval of the laboratory.

Laboratory:

TUV SUD Vietnam Co., Ltd.
Lot III-26, 19/5A Street, Industry Group III,
Tan Binh Industrial Park, Tay Thanh Ward,
Tan Phu District, Ho Chi Minh City, Vietnam.

Phone: 084-8-6267 8506
Fax: 084-8-6267 8511
E-Mail: chan.nguyen@tuv-sud.vn
Url: www.tuv-sud.vn

Read. Office

TUV SUD Vietnam Co., Ltd.
Lot III-26, 19/5A Street, Industry Group III,
Tan Binh Industrial Park, Tay Thanh Ward,
Tan Phu District, Ho Chi Minh City, Vietnam.



Test Report No.VNT/F21/056100S1

Dated 27/07/2021

Phiếu kết quả thử nghiệm số VNT/F21/056100S1

Ngày 27/07/2021

General Terms and Conditions of Business

of TÜV SÜD Vietnam Co., Ltd (hereinafter referred to as "TUV SUD")

1. General

- 1.1 These General Terms and Conditions of Business are applicable to all Product Testing / Inspection / Certification Services and other services provided by TÜV SÜD ("the Services").
- 1.2 The client shall accept TÜV SÜD's General Terms and Conditions of Business and the prices valid at the time of order placement. Deviating terms and conditions of business of individual clients cannot be recognized as a matter of principle.
- 1.3 Ancillary agreements, promises and other statements by TÜV SÜD employees or officially authorized experts called in by TÜV SÜD shall only be considered binding if expressly confirmed by TÜV SÜD and in writing. This shall also apply to any amendments to these terms and conditions.

2. Contractual Performance and Clients' Responsibilities

- 2.1 TÜV SÜD shall perform the Services in accordance to TÜV SÜD customary manner unless otherwise agreed in writing. Unless otherwise explicitly agreed in writing or regulated by the law and regulations, no responsibility shall be assumed for the correctness of the safety programs and safety regulation on which the tests and inspections have been based.
- 2.2 TÜV SÜD shall be entitled to make use of sub-contractors in the implementation of the order only if this has been explicitly agreed upon in writing.
- 2.3 The scope of the Services to be performed by TÜV SÜD shall be defined in writing on placement of order. If any modification or extension of the scope prove necessary within the context of due performance of the contract, they shall be additionally agreed upon in advance and in writing.
- 2.4 The client shall supply the necessary accessories, information and / or documents, for the Services including any foreign test reports, company test reports, product specifications, catalogues and instruction manuals. Until all necessary accessories, information or documents are supplied, TÜV SÜD will not commence the Services.
- 2.5 TÜV SÜD, at its sole discretion, reserves the right not to undertake the Services and terminate the agreement for the same in the event the client fails to comply with the terms and conditions set out herein.

3. Deadlines, Delay or Failure of Performance

- 3.1 The deadlines for contractual performance quoted by TÜV SÜD shall be binding only if this has been explicitly agreed upon in writing or regulated by the law and regulations.
- 3.2 TÜV SÜD shall not be liable for any delay or failure in respect of its contractual performance arising from any cause outside its control unless regulated by the law and regulations.
- 3.3 In the event that TÜV SÜD's contractual performance is delayed due to any cause outside its control, TÜV SÜD shall have the option at its sole discretion to either (i) extend the period for performance in accordance to the period of delay or (ii) terminate the agreement for the Services.

4. Warranty

- 4.1 Warranty by TÜV SÜD only covers contractual services with which it has been explicitly commissioned as per Section 2.1. Warranty regarding the proper condition and overall functioning of the plants to which the inspected or tested parts belong shall therefore be excluded. In particular, TÜV SÜD shall not assume any responsibility for the design, materials and construction of the examined plants unless these issues have been explicitly included in the contract. Even if the latter is the case, the warranty and the legal responsibility of the manufacturer shall be neither restricted nor assumed TÜV SÜD or regulated by the law and regulations.
- 4.2 Any warranty given by TÜV SÜD shall initially be restricted to supplementary performance to be completed within a reasonable time limit informed in writing to and agreed by the customer or regulated by the law and regulations. Should such supplementary performance fail, i.e. be impossible or unacceptable for the customer or be unjustifiably refused or delayed by TÜV SÜD, the customer shall be entitled, at its discretion, either to a reduction of the price or rescission of the contract.
- 4.3 TÜV SÜD warrants that it will exercise reasonable care and diligence in performing the service herein. Save as provided herein, all other warranties by TÜV SÜD, whether expressed or implied, are hereby expressly excluded.
- 4.4 The client warrants that all information and/or documents supplied to TÜV SÜD are accurate and correct in all aspects and shall indemnify TÜV SÜD as the recent law and regulations for all loss and damages arising from the Services herein caused by incorrect information and/or documents supplied by the client.

5. Liability

- 5.1 Unless regulated by the law and regulations, TÜV SÜD shall only be liable for damages – regardless of their legal basis – if TÜV SÜD has caused any damage as a result of an intentional or grossly negligent act or if TÜV SÜD has negligently breached a substantial contractual obligation ("material obligation"). In the event that TÜV SÜD is in breach of any substantial contractual obligations, TÜV SÜD shall only be liable for the damage related to and typically foreseeable under the particular contract at the time of entering into the contract.
- 5.2 Whilst all reasonable care will be taken where the product / equipment is in TÜV SÜD's custody, unless otherwise stipulated in the contract / agreement or regulated by the law and regulations, TÜV SÜD shall not under any circumstances be responsible for any loss or damage to the product / equipment during transit or while in the custody of TÜV SÜD, unless by fraud or negligence of TÜV SÜD. The client shall arrange for all necessary insurance against accidental loss or damage to the product / equipment, either in transit or at TÜV SÜD premises.
- 5.3 Unless there is a written request made for the return of the product / equipment at the time when they are delivered to TÜV SÜD for testing or the agreement for testing expressly provides for the return of the product / equipment, all product / equipment provided to TÜV SÜD for testing will be disposed after 1 month from the date of testing and the client agrees this principle.
- 5.4 Unless regulated by the law and regulations, TÜV SÜD shall not be liable for any damages caused as a result of a negligent breach of a non-substantial contractual obligation.
- 5.5 Unless regulated by the law and regulations, "Substantial contractual obligations" are those obligations that protect the customer's legal interests deemed to be substantial to the contract, which the contract, based on its content and purpose, must specifically grant to the customer; further, such contractual obligations are substantial which are deemed to be prerequisites for proper performance of a contract and upon the observance of which the customer has generally relied and may rely.
- 5.6 Unless regulated by the law and regulations, TÜV SÜD shall not be liable for any incidental, indirect, special or consequential loss or damage whatsoever, including, but not limited to, loss of revenue, profits, contracts, business or anticipated savings, or loss of goodwill or reputation, whether foreseeable or not and whether arising from any act or omission on the part of TÜV SÜD in the provision of the Services.
- 5.7 Any person making claims under this contract may inform TÜV SÜD about any potential damage for which TÜV SÜD could be liable.
- 5.8 If claims for damages against TÜV SÜD are excluded or limited, this shall extend to any personal liability of any statutory organs, experts, miscellaneous employees, vicarious agents or any other auxiliary personnel of TÜV SÜD for the said / same claims on the same legal relation.
- 5.9 TÜV SÜD total liability to the client under or in connection with the agreement for Services and/or in tort (including negligence) in any event (other than death or personal injury resulting from TÜV SÜD's negligence) shall not exceed the amount of fees paid by the client to TÜV SÜD in respect of the Services.

6. Terms of Payment, Prices

- 6.1 Unless a fixed price or other calculation basis has been explicitly agreed upon, services shall be billed in accordance with the prices of TÜV SÜD valid at the time of contract conclusion. In the absence of a valid schedule of prices, contractual provisions must be agreed on a case-by-case basis.
- If there is a period of more than 4 months between placement of the order and completion of the order by TÜV SÜD and there has been a price increase in the meantime, then the modified price shall be used as the basis of calculation as of the 5th month.
- 6.2 Reasonable advance payments may be requested and/or partial invoices covering services already rendered may be made out. Partial invoices need not be designated as such. The receipt of an invoice does not mean that the order has been billed completely by TÜV SÜD.
- 6.3 Companies who are not given any credit terms by TÜV SÜD have to pay in advance. For companies who are given credit terms by TÜV SÜD, an invoice will be issued when a job is completed and the fees shall be remitted to TÜV SÜD within thirty days of presentation of the invoice.
- 6.4 The client agrees to indemnify and pay TÜV SÜD for all taxes (Value Added Tax - VAT), levies and duties including, but not limited to, goods and services tax or withholding tax which TÜV SÜD may be liable to pay as a result of providing the services to the client herein.
- 6.5 Any objections to invoices must be made in writing to TÜV SÜD within a 14-day preclusion period after receipt of invoice, with reasons stated.
- 6.6 When a client decides to cancel the order for the Services (other than audits), he may do so by giving a notice in writing to TÜV SÜD. In case TÜV SÜD receives the cancellation request within three working days after confirmation of the order, the client will be charged for all Services performed prior to such cancellation and in vice versa, the client agrees to pay the full fee for the Services as the contract.
- 6.7 For audits, any request for cancellation or postponement of the audit must be given within six weeks in advance of the scheduled audit date, the client will be charged for all Services performed prior to such cancellation or postponement and in vice versa; the client agrees to pay the full fee for the audit as the contract.

7. Force Majeure

- Without prejudice to Clause 3, in the event that either party is unable to perform its obligations to the other party in whole or in part or not in a timely manner due to an unusual and unforeseeable event beyond the control of that party (force majeure event), the affected obligations of the party relying on the force majeure event shall be suspended for as long as the force majeure event and its consequences persists; any obligations of the other party to provide consideration during this time shall lapse. Claims of the other party, in particular claims for damages, shall not arise in this respect. The party invoking force majeure shall, however, be obliged to inform the other party without delay in text form of the event, the suspended performance obligations and the expected duration of the suspension of the performance obligations. The same shall apply if, by observing a reasonable duty of care, the party invoking force majeure recognizes, whilst the performance obligations are suspended, that the modified probable duration of the suspension will change significantly. If the force majeure event lasts longer than six months from the first information to the other party, both parties shall be entitled to withdraw from the contract. The right of withdrawal shall be replaced by a right of termination for continued obligations. The suspension of a payment obligation - except in scenarios prescribed by law or if such payment obligation represents a consideration within the meaning of sentence 1 of Clause 7 - cannot be based on force majeure.

8. Secrecy, Copyright, Data Protection

- 8.1 TÜV SÜD shall have the right to copy and file any written documents submitted for partial which are essential for the performance of the order.
- 8.2 In as far as expert opinions, audit reports and the like that are protected by copyright are prepared within the scope of contractual performance, TÜV SÜD shall grant the customer a simple, non-transferable right of use, if this is required by the underlying purpose of the contract. This grant of copyright explicitly shall not include the transfer of any other rights; the customer shall, in particular, not be entitled to change (process) or use expert opinions, audit reports, test results, calculations and the like outside its business.
- 8.3 TÜV SÜD, its employees, and the expert engineers called in by TÜV SÜD shall not, without authorization, disclose or use any confidential information belonging to the client which they become cognizant during their activities provided that this clause shall not apply to information that is already known to TÜV SÜD prior to such disclosure, or passes into the public domain otherwise than as a result of a breach of this confidentiality obligation on the part of TÜV SÜD, or was received from a third party who is not under any confidentiality obligations or who did not acquire the information in confidence; or was independently conceived or developed by TÜV SÜD without reference to the disclosed confidential information.
- 8.4 By engaging TÜV SÜD for the Services, the client permits TÜV SÜD to use and/or process data, including personal data, for the proper performance of the Services and for other permissible purposes. TÜV SÜD agrees to comply with applicable personal data protection laws.

9. Lien

- In addition to any right of lien to which TÜV SÜD may be entitled by law, TÜV SÜD shall be entitled to a general lien on all product / equipment submitted for the Services as the agreement, contract with the client.

10. Indemnity

- The client shall indemnify TÜV SÜD fully in accordance with the law and regulations against all loss or damages suffered and cost and expenses incurred by TÜV SÜD and all claims by any third parties as a result of provision of the Services (including but not limited to the improper use of the test reports, supply of inaccurate information and/or documents to TÜV SÜD or any claim by third party for infringement or intellectual property rights and/or for discovery of information and/or for delivery of documents or products / equipment) unless the same is caused by the act or neglect of TÜV SÜD.

11. Court Appearance

- In the event any of the employees of TÜV SÜD is requested by the client or summoned by the court upon application by the client or any other parties for his attendance in court as an expert witness on the subject of the Services provided, the Client agrees and shall pay TÜV SÜD for such attendance in court based on TÜV SÜD's prevailing rates, agreed by the written confirmation of the client, for court attendance. TÜV SÜD may at its sole discretion revise its rates for court attendance from time to time.

12. Governing Law

- 12.1 The agreement for the Services shall be governed by and construed in accordance with the laws of Vietnam.

- 12.2 TÜV SÜD and the client agree to submit to the jurisdiction of the Vietnam Courts.

13. Validity of Agreement

- 13.1 If any terms and conditions of this document are invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the terms and conditions.