

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

BẢN TỰ CÔNG BỐ SẢN PHẨM

Số: 01/CÔNG TY TNHH THỰC PHẨM THIÊN HƯƠNG PHÍA BẮC/2018

I. Thông tin về tổ chức, cá nhân tự công bố sản phẩm

Tên tổ chức, cá nhân: **CÔNG TY TNHH THỰC PHẨM THIÊN HƯƠNG PHÍA BẮC**

Địa chỉ: Thôn Phan Bôi – Xã Dị Sử - Huyện Mỹ Hào – Tỉnh Hưng Yên.

Điện thoại: 0221 3944 099

Fax: 0221 3944 098

E-mail: thienhuongphiabac@gmail.com

Mã số doanh nghiệp: 0900227116

Số Giấy chứng nhận cơ sở đủ điều kiện ATTP: 001145; Ngày cấp: 17/10/2016. Nơi cấp: CỤC AN TOÀN THỰC PHẨM – BỘ Y TẾ

II. Thông tin về sản phẩm

1. Tên sản phẩm: BỘT CANH I-ỐT HC – NGON

2. Thành phần: Muối I-ốt, Đường, Chất điều vị: E621, Bột tiêu, Bột tỏi, Bột ớt, Chất điều vị: (E631, E627).

3. Thời hạn sử dụng sản phẩm: Một năm kể từ ngày sản xuất

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

4.1. Quy cách đóng gói:

- Khối lượng tịnh (gói): 190g, 192g, 195g, 197g, 200g, 250g, 450g, 975g, 1 kg.

- Quy cách thành phẩm: 50 gói/thùng, 30 gói/thùng hoặc 30 gói/rô . . .

4.2. Chất liệu bao bì:

- Sản phẩm được đóng gói bằng bao bì nhựa tổng hợp (PE, PP, LLD . . .) và theo đúng QCVN 12-1: 2011/ BYT ngày 30/08/2011

- Sản phẩm sau đóng gói được đóng vào thùng carton hoặc rô nhựa bọc túi PP.

5. Tên và địa chỉ cơ sở sản xuất sản phẩm (trường hợp thuê cơ sở sản xuất):.....

III. Mẫu nhãn sản phẩm (đính kèm mẫu nhãn sản phẩm dự kiến)

IV. Yêu cầu về an toàn thực phẩm

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

- Theo luật an toàn thực phẩm số 55/2010/QH12 ngày 17/06/2010

- Theo nghị định 15/2018/NĐ-CP ngày 2/2/2018 quy định chi tiết một số điều của luật an toàn thực phẩm.
- Theo Quyết định 46/2007/QĐ- BYT ngày 19/12/2007 về chỉ tiêu vi sinh.
- Theo QCVN 8-2:2011/BYT ngày 13/01/2011 về kim loại nặng.
- Theo QCVN 8-1:2011/BYT ngày 13/01/2011 về hàm lượng chất không mong muốn.
- Theo Văn bản hợp nhất 02/VBHN-BYT ngày 17/08/2015 hướng dẫn về quản lý phụ gia thực phẩm.
- Theo nghị định 43/2017/NĐ-CP về nhãn hàng hóa.
- Tiêu chuẩn nhà sản xuất đính kèm: đính kèm theo hồ sơ

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.

Hưng Yên, ngày 16 tháng 05 năm 2018

ĐẠI DIỆN TỔ CHỨC, CÁ NHÂN

(Ký tên, đóng dấu)



PHÓ GIÁM ĐỐC

Đỗ Văn Tuyên

TIÊU CHUẨN CỦA NHÀ SẢN XUẤT ĐÍNH KÈM

STT	CHỈ TIÊU	YÊU CẦU
1	Màu sắc	Màu trắng ngà của muối, đường, có lẫn màu của gia vị như tiêu, ớt, tỏi.
2	Mùi vị	Mùi thơm đặc trưng của gia vị, không có mùi lạ như mốc; Vị mặn và ngọt dịu của bột canh, không có vị lạ.
3	Trạng thái	Dạng hạt nhỏ, khô, rời, không vón cục

STT	Tên chỉ tiêu	Đơn vị tính	Mức công bố
1	Hàm lượng Carbohydrate	% Khối lượng	1.5 - 12
2	Độ ẩm	% Khối lượng	≤ 5.0
3	Hàm lượng muối ăn	% Khối lượng	65 - 90
4	Hàm lượng I-ốt	mg/kg	20 - 40
5	Hàm lượng tro không tan trong HCl	% Khối lượng	≤ 0.1
6	Hàm lượng Đạm toàn phần	% Khối lượng	≤ 5.0

Hưng Yên, ngày 16 tháng 05 năm 2018

ĐẠI DIỆN TỔ CHỨC, CÁ NHÂN



PHÓ GIÁM ĐỐC
Đỗ Văn Tuyên

3900
 CÔNG
 RÁCH N
 THU
 HIỆN
 PHÍ
 HAO -



DỰ THẢO NỘI DUNG GHI NHÃN SẢN PHẨM

CÔNG TY TNHH THỰC PHẨM THIÊN HƯƠNG PHÍA BẮC

Địa chỉ: Thôn Phan Bôi - xã Dị Sử - huyện Mỹ Hào - tỉnh Hưng Yên.

Điện thoại: 0221 3944 099

Fax: 0221 3944 098

E-mail: thienhuongphiabac@gmail.com

Sản phẩm: Bột canh I-ốt HC – Ngon

Thành phần: Muối I-ốt, Đường, Chất điều vị: E621, Bột tiêu, Bột tỏi, Bột ớt, Chất điều vị: (E631, E627).

Chỉ tiêu chất lượng chủ yếu:

Hàm lượng NaCl: (65 - 90)%

Hàm lượng Carbohydrate: (1.5 - 12) %

Hàm lượng I - ốt: (20 - 40) mg/kg

Độ ẩm: $\leq 5\%$

Ngày sản xuất:

Hạn sử dụng: 01 năm kể từ ngày sản xuất

Hướng dẫn bảo quản và sử dụng:

- Bảo quản: bảo quản sản phẩm nơi khô ráo, thoáng mát, tránh ánh nắng mặt trời.
- Hướng dẫn sử dụng:

Sản phẩm được sử dụng để nấu canh, nêm ướp các loại thực phẩm trước khi nấu hoặc dùng thay cho các loại nước chấm.

Khối lượng tịnh:



NSX/HSD: xem trên bao bì
 Bảo quản nơi khô ráo, thoáng mát, tránh ánh nắng mặt trời.
 Thời hạn sử dụng: 01 năm kể từ ngày sản xuất.

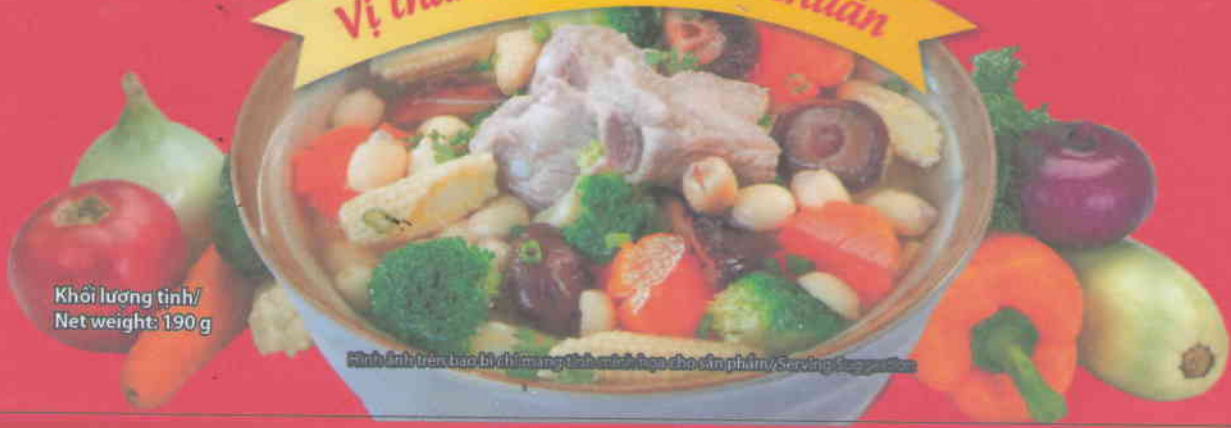


Sản xuất tại CÔNG TY TNHH THỰC PHẨM THIÊN HUƠNG PHÍA BẮC
 Thôn Phan Bội, xã Di Sơn, huyện Mỹ Hào, tỉnh Hưng Yên, Việt Nam
 Manufactured by: NORTH THIEN HUONG FOOD CO., LTD
 Phan Bội Hamlet, Di Su Commune, My Hao District, Hung Yen Province, Viet Nam
 ĐT/ Tel: (0221) 3944 099 Fax: (0221) 3944 098
 Email: thienhuongphibac@gmail.com
 Website: www.thienhuongfood.com



Bột Canh I-ỐT HC-NGON

Vị thân quen, Nêm là chuẩn



Khối lượng tịnh/
Net weight: 190 g

Hình ảnh trên bao bì chỉ mang tính minh họa cho sản phẩm/Serving suggestion

DIRECTIONS: The product is used to make soup, marinade foods before cooking or instead of sauces.

nêm ướp các loại thực phẩm trước khi nấu hoặc dùng thay cho các loại nước chấm.

HƯỚNG DẪN SỬ DỤNG: sản phẩm được sử dụng để nấu canh, Powder (Pepper, Garlic, Chili), Flavour enhancers (E631, E627).

INGREDIENTS: Iodized salt, Sugar, Flavour enhancers: E621, Tỏi, Bột Cay, Chắt điều vị (E631, E627).

THÀNH PHẦN: Muối I - ốt, Đường, Chắt điều vị: E621, Bột Tiêu, Bột

Chỉ tiêu chất lượng chủ yếu/ Nutrition Facts	Hàm lượng muối/ NaCl	(65-90)%
Bộ ẩm/ Moisture	≤ 5,0%	
Hàm lượng I-ốt/ Iodine	(20-40)mg/kg	
Hàm lượng Carbohydrate/	(1.5-12)%	
Total carbohydrate		

Sản xuất tại CÔNG TY TNHH THỰC PHẨM THIÊN HƯƠNG PHÍA BẮC
Thôn Phan Bội, xã Di Sơn, huyện Mỹ Hào, tỉnh Hưng Yên, Việt Nam
Manufactured by: NORTH THIEN HUONG FOOD CO., LTD
Phan Bội Hamlet, Di Su Commune, My Hao District, Hung Yen Province, Viet Nam
ĐT/ Tel: (0221) 3944 099 Fax: (0221) 3944 098
Email: thienhuongphibac@gmail.com
Website: www.thienhuongfood.com

NSX/HSD: xem trên bao bì
Bảo quản nơi khô ráo, thoáng mát, tránh ánh nắng mặt trời.
Thời hạn sử dụng: 01 năm kể từ ngày sản xuất.



Bột Canh I-ỐT HC-NGON

Vị thân quen, Nêm là chuẩn



Khối lượng tịnh/
Net weight: 190 g

Chỉ tiêu chất lượng chủ yếu/ Nutrition Facts	Hàm lượng muối/ NaCl	Độ ẩm/ Moisture	Hàm lượng I-ốt/ Iodine	Hàm lượng Carbohydrate/	Total carbohydrate
	(65-90)%	≤ 5,0%	(20-40)mg/kg	(1.5-12)%	

THÀNH PHẦN: Muối I - ốt, Đường, Chất điều vị: E621, Bột Tiêu, Bột
Tỏi, Bột ớt, Chất điều vị (E631, E627).
INGREDIENTS: Iodized salt, Sugar, Flavour enhancers: E621,
Powder (Pepper, Garlic, Chili), Flavour enhancers (E631, E627).
HƯỚNG DẪN SỬ DỤNG: sản phẩm được sử dụng để nấu canh,
nêm ướp các loại thực phẩm trước khi nấu hoặc dùng thay cho
các loại nước chấm.
DIRECTIONS: The product is used to make soup, marinate foods
before cooking or instead of sauces.



Vietnam

Choose certainty.
Add value.

Test Report No. VNT/F18/052486

Dated 17/05/2018

Phiếu kết quả thử nghiệm số VNT/F18/052486

Ngày 17/05/2018

Applicant

Tên khách hàng

NORTHERN THIEN HUONG FOOD CO., LTD.
CÔNG TY TNHH THỰC PHẨM THIÊN HƯƠNG PHÍA BẮC
Di Su Village, My Hao District, Hung Yen Province, Vietnam.
Xã Dị Sử, Huyện Mỹ Hào, Tỉnh Hưng Yên, Việt Nam.

Attention

Người liên hệ

Ms. Tra

Date of receiving

Ngày nhận mẫu

09/05/2018 (13:00)

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 plastic bag

Mẫu nguyên vẹn trong bao nhựa

Test Period

Thời gian thử nghiệm

09/05/2018 – 17/05/2018

Sample Description

Mô tả mẫu

SOUP POWDER
BỘT CANH I-ÔT HC - NGON

Note: The submitted samples were not taken by laboratory
Ghi chú: Mẫu gửi không được lấy bởi Phòng thử nghiệm

Checked By

Nguyen Thi Chan

Food Lab Manager

Authorized By

Dr. Lim, Chooi Seng

Senior Technical 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. Dung at mydung.chau@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-psb.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/F18/052486

Dated 17/05/2018

Phiếu kết quả thử nghiệm số VNT/F18/052486

Ngày 17/05/2018

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.	Protein (Nx6.25) Chất đạm	g/100g	TPV-LAB-FTP-243 (Kjeldahl Method) (*)	3.7	0.1
2.	Moisture Độ ẩm	g/100g	TPV-LAB-FTP-241 (Drying Oven method) (*)	0.07	-
3.	Carbohydrate content	g/100g	TPV-LAB-FTP-245 (Ref. AOAC 986.25 2012) (*)	9.0	0.1
4.	Salt (sodium chloride) Muối	g/100g	Ref. AOAC 937.09 (2012) (*)	76.53	0.01
5.	Ash (HCl-insoluble) Tro không tan trong HCl	g/100g	Ref. AOAC 920.46 (2012) (*)	Not detected Không phát hiện	0.1
6.	Iodine I-ốt	mg/Kg	TCVN 6341:1998	26.6	-
7.	Sodium Glutamate (E621)	g/100g	LC-MS/MS	9.61	0.01
8.	Disodium Guanylate (E627)	mg/Kg	HPLC/DAD	588	50
9.	Disodium Inosinate (E631)	mg/Kg	HPLC/DAD	608	25
10.	Arsenic (As) Asen	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
11.	Cadmium (Cd) Cadmi	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
12.	Lead (Pb) Chì	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
13.	Mercury (Hg) Thủy ngân	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
14.	Total aerobic count Tổng số vi khuẩn hiếu khí	CFU/g	ISO 4833-1:2013 (*)	Not detected Không phát hiện	10
15.	Coliforms	CFU/g	ISO 4832:2006 (*)	Not detected Không phát hiện	10
16.	Escherichia coli	MPN/g	Ref. ISO 7251:2005	Not detected Không phát hiện	0.3
17.	Staphylococcus aureus	CFU/g	ISO 6888-1:1999/ Amendment 1:2003 (*)	Not detected Không phát hiện	10
18.	Salmonella spp.	/25g	ISO 6579:2002 (Amendment 1: 2007) (*)	Absent Không phát hiện	-
19.	Yeasts and Molds Tổng số nấm men - nấm mốc	CFU/g	FDA BAM Online, April 2001, Chapter 18 (*)	Not detected Không phát hiện	10

Note/ Ghi chú:

(*) Method is accredited by VILAS (ISO/IEC 17025:2005)/ Phương pháp được VILAS công nhận (ISO/IEC 17025:2005).

- END OF TEST REPORT -

- Kết thúc phiếu kết quả thí nghiệm -

Test Report No.VNT/F18/052486

Dated 17/05/2018

Phiếu kết quả thử nghiệm số VNT/F18/052486

Ngày 17/05/2018

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. 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 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. 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.

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. 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.