

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM

Độc lập - Tự do - Hạnh phúc

BẢN TỰ CÔNG BỐ SẢN PHẨM

Số: 12/TCB-MTD/2022

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

Tên tổ chức, cá nhân: CÔNG TY TNHH QUỐC TẾ MẶT TRỜI ĐỎ

Địa chỉ: 778/1 Nguyễn Kiệm, Phường 04, Quận Phú Nhuận, Tp.Hồ Chí Minh

Điện thoại: 02837543388/02837545644

E-mail: trang.huynh@redsuninc.com

Mã số doanh nghiệp: 0309346571

II. Thông tin về sản phẩm

1. Tên sản phẩm: **Hương liệu thực phẩm: Coffee Flavour 1101004902**

2. Thành phần:

Chất tạo hương: Methyl Mercaptan (Số FEMA: 2716, số JECFA: 508) 3.7%

Chất tạo hương tự nhiên: Diacetyl (Số FEMA: 2370, số JECFA: 408) 0.4%

Chất mang Triacetin (số INS: 1518) 95.9%

Công ty chúng tôi cam kết các đơn hương đã được JECFA đánh giá, xác định an toàn.

3. Thời hạn sử dụng: 12 tháng kể từ ngày sản xuất, ngày sản xuất và ngày hết hạn in trên bao bì sản phẩm.

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

- Chất liệu bao bì: Sản phẩm được đóng trong can nhựa, bao bì đảm bảo yêu cầu vệ sinh an toàn thực phẩm theo quy định của Bộ Y Tế.

- Khối lượng tịnh: 25 kg/can.

5. Tên và địa chỉ cơ sở sản xuất sản phẩm:

Sản xuất tại: Silesia Flavours South East Asia Pte Ltd

Địa chỉ: 7 Chin Bee Drive, 619857 Singapore

III. Mẫu nhãn sản phẩm

- Nhãn chính, nhãn phụ: Đính kèm hồ sơ.

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:

- *Thành phần cấu tạo của sản phẩm:* Theo tài liệu nhà sản xuất: Additional Information of Main Ingredients ngày 19/10/2022 (Có tài liệu nhà sản xuất đính kèm hồ sơ).



- *Giới hạn kim loại nặng:* Theo tài liệu nhà sản xuất: Product specification/SG ngày 19/10/2022
(*Có tài liệu nhà sản xuất đính kèm hồ sơ*).

STT	Tên chỉ tiêu	Đơn vị tính	Mức tối đa
1	Asernic	mg/kg	< 1,00
2	Chì	mg/kg	< 1,50

- *Chỉ số vật lý và hóa học:* Theo tài liệu nhà sản xuất: Theo tài liệu nhà sản xuất: Product specification/SG ngày 19/10/2022 (*Có tài liệu nhà sản xuất đính kèm hồ sơ*).

STT	Tên chỉ tiêu	Đơn vị tính	Mức công bố
1	Tỉ trọng (20°C)	Kg/l	1,144 – 1,164
2	Chỉ số khúc xạ (20°C)	đim	1,424 - 1,444

- *Chỉ tiêu vi sinh:* Theo tài liệu nhà sản xuất: Theo tài liệu nhà sản xuất: Product specification/SG ngày 19/10/2022 (*Có tài liệu nhà sản xuất đính kèm hồ sơ*).

STT	Tên chỉ tiêu	Đơn vị tính	Mức công bố
1	Tổng số vi sinh sống sót	-	<100 cfu/g
2	Nấm men	-	<10 cfu/g
3	Nấm mốc	-	<10 cfu/g
4	E.coli	-	Không phát hiện/g
5	Salmonella	-	Không phát hiện/25g



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./.

Tp. Hồ Chí Minh, ngày 11 tháng 11 năm 2022

ĐẠI DIỆN TỔ CHỨC, CÁ NHÂN

(Ký tên, đóng dấu)



HUỲNH THỊ NGÂN TRANG



NỘI DUNG GHI NHÃN PHỤ SẢN PHẨM

Tên sản phẩm: Hương liệu thực phẩm: Coffee Flavour 1101004902

Thành phần: Chất tạo hương: Methyl Mercaptan (Số FEMA: 2716, số JECFA: 508) 3.7%; chất tạo hương tự nhiên: Diacetyl (Số FEMA: 2370, số JECFA: 408) 0.4%; chất mang Triacetin (số INS: 1518) 95.9%

Công ty chúng tôi cam kết các đơn hương đã được JECFA đánh giá, xác định an toàn.

Hạn sử dụng: 365 ngày kể từ ngày sản xuất, ngày sản xuất và ngày hết hạn in trên bao bì sản phẩm.

Hướng dẫn sử dụng: Dùng tạo hương cà phê trong sản xuất thực phẩm. Không bán lẻ. Liều dùng <0.3%

Hàm lượng sử dụng: Không vượt quá hàm lượng nhỏ nhất của các phụ gia trong thành phần sản phẩm theo các quy định tại Thông tư số 24/2019/TT-BYT của Bộ Y tế quy định về việc quản lý sử dụng phụ gia thực phẩm.

Đề biết thông tin về dị nguyên, vui lòng tham khảo tài liệu bổ sung về Đặc điểm Thông số Kỹ thuật Sản phẩm/ hồ sơ bổ sung

Bảo quản: Trong bao bì gốc, môi trường: tối, khô (độ ẩm không khí tối đa 70%), khuyến cáo bảo quản mát, nên tránh nhiệt độ dưới 6°C và trên 25 °C). Vận chuyển: khô ráo, sạch sẽ. Sau khi lấy sản phẩm, niêm kín bao bì lại cẩn thận. Sử dụng hết các bao bì đã mở càng sớm càng tốt.

Lưu ý: Có thể chấp nhận được vượt quá các điều kiện môi trường được chỉ định trong thời gian ngắn (ví dụ: vận chuyển), nhưng phải được giới hạn ở mức độ không thể tránh khỏi.

Khối lượng tịnh: 25 kg/can nhựa.

Xuất xứ: Singapore

Sản xuất tại: Silesia Flavours South East Asia Pte Ltd

Địa chỉ: 7 Chin Bee Drive, 619857 Singapore

Nhập khẩu và chịu trách nhiệm về chất lượng sản phẩm:

CÔNG TY TNHH QUỐC TẾ MẶT TRỜI ĐỎ

Địa chỉ: 778/1 Nguyễn Kiệm, Phường 04, Quận Phú Nhuận, Tp.Hồ Chí Minh

Điện thoại: 02837543388/02837545644

Đề biết thêm thông tin dị ứng, vui lòng tham khảo tài liệu bổ sung về Đặc điểm Thông số Kỹ thuật sản phẩm/ hồ sơ bổ sung

Số TCB: 12/TCB-MTD/2022

Silesia Flavours South East Asia Pte Ltd • 7 Chin Bee Drive • Singapore 619857
Tel.: + 65-6761-9400 • Fax: + 65-6761-9410

Silesia Product: 1101004902

**Coffee Flavour
Flavouring**

REDSUN INTERNATIONAL COMPANY LIMITED - 3321822

GTIN (01)94027067495289

25.000 KG

LOT-Nr.

4000007199-10

Ref.-Nr. 4080079631-10

Flavouring Ingredients:

flavouring substances, natural flavouring
substances

Other Ingredients:

triacetin INS 1518;

For ALLERGEN information, please refer to Product Specification / additional documentation

Country of Origin: Singapore

For use in human foodstuffs only - no retail

not ready to consume

In original packing, cool storage is recommended, not < 6° / not > 25°C, best before end of 11/2023

82220030 Plastic Can, 30 l SG

1.505 KG Tare WE 690208 / Prod. 23.Nov.2022

no dangerous goods

SI 1047

REDSUN INTERNATIONAL COMPANY LIMITED

778/1 Nguyen Kiem St, Wrd 4, Phu Nhuan Dist, Ho Chi Minh City, Vietnam

GIÁM ĐỐC



HUỖNH THỊ NGÂN TRANG



Silesia Flavours South East Asia Pte Ltd 7 Chin Bee Drive Singapore 619857
ĐT: + 65-6761-9400 Fax: + 65-6761-9410
GTIN (01)94027067495289

25.000 KG

Sản phẩm Silesia: 1101004902
Hương liệu Hương cà phê
Cty TNHH Quốc Tế Mặt Trời Đỏ - 3321822
Số lô: 4000007199-10
Mã số tham chiếu: 4080079631-10
Thành phần hương liệu:
Hương liệu
Hương liệu tự nhiên
Các thành phần khác: triacetin INS 1518

Đề biết thông tin về DỊ NGUYỄN, vui lòng tham khảo tài liệu bổ sung về Đặc điểm Thông số Kỹ thuật Sản phẩm/hồ sơ bổ sung
Quốc gia xuất xứ: Singapore
Chỉ sử dụng trong thực phẩm dành cho người - không được bán lẻ
chưa thể dùng ngay
Trong bao bì ban đầu, nên bảo quản nơi mát, không < 6° / không > 25°C, tốt nhất nên dùng trước khi hết hạn
sử dụng 11/2023
82220030 Can nhựa 30 | SG Khối lượng cả bì 1.505 KG Tare WE 690208/Prod. 23/11/2022

KHÔNG PHẢI LÀ HÀNG NGUY HIỂM

CTY TNHH QUỐC TẾ MẶT TRỜI ĐỎ
778/1 Nguyễn Kiệm, Phường 04, Quận Phú Nhuận, Hồ Chí Minh, Việt Nam

Tôi, Đặng Thanh Huy, căn cước công dân số 079070037147 cam đoan đã dịch chính xác nội dung của giấy tờ/văn bản này từ tiếng Anh sang tiếng Việt

Người dịch

Đặng Thanh Huy

Ngày 27 tháng 10 năm 2022

(Ngày hai mươi bảy tháng mười năm hai ngàn hai mươi hai)

Tại Ủy ban nhân dân Quận 1, thành phố Hồ Chí Minh,

Tôi, *Đỗ Thị Thúy Nga*, Phó Trưởng phòng Tư pháp Quận 1

Chứng thực

Ông Đặng Thanh Huy là người đã ký vào bản dịch này

Số chứng thực: 82289 Quyền số: 10/2022-SCT/CKND

Phó Trưởng phòng Tư pháp Quận 1



Đỗ Thị Thúy Nga

Test Report No.VNT/F22/1015706

Dated 02/11/2022

Phiếu kết quả thử nghiệm số VNT/F22/1015706

Ngày 02/11/2022



Vietnam

Add value.
Inspire trust.

Applicant

Tên khách hàng

: RED SUN INTERNATIONAL CO., LTD
CÔNG TY TNHH QUỐC TẾ MẶT TRỜI ĐỎ
No 778/1, Nguyen Kiem Street, Ward 04, Phu Nhuan District,
Ho Chi Minh City, Vietnam.
Số 778/1 Nguyễn Kiệm, Phường 04, Quận Phú Nhuận,
Thành Phố Hồ Chí Minh, Việt Nam.

Attention

Người liên hệ

: Ms. Huynh Thi Ngan Trang

Date of receiving

Ngày nhận mẫu

: 26/10/2022 (15:00)

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 bottle

Mẫu nguyên vẹn trong chai nhựa

Test Period

Thời gian thử nghiệm

: 26/10/2022 – 02/11/2022

Sample Description

Mô tả mẫu

: Coffee flavour 1101004902

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.com and for any complaint please contact Ms. Thuy at ngoc-thuy.ngo@tuv-sud.com

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.com
Url: www.tuv-sud.com

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.



Vietnam

Test Report No.VNT/F22/1015706**Dated 02/11/2022****Phiếu kết quả thử nghiệm số VNT/F22/1015706****Ngày 02/11/2022****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.	Specific gravity at 20°C/20°C Tỷ trọng ở 20°C/20°C	-	TCVN 8444:2010 (*)	1.1565	-
2.	Refractive index at 20°C Chỉ số khúc xạ ở 20°C	-	Ref. TCVN 8445:2010	1.4329	-
3.	Arsenic (As) Asen	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
4.	Lead (Pb) Chì	mg/Kg	TPV-LAB-FTP-256 (ICP/MS) (*)	Not detected Không phát hiện	0.05
5.	Total aerobic count Tổng số vi khuẩn hiếu khí	CFU/g	ISO 4833-1:2013 Amd 1:2022 (*)	Not detected Không phát hiện	10
6.	Enterobacteriaceae	CFU/g	ISO 21528-2:2017 (*)	Not detected Không phát hiện	10
7.	Salmonella spp.	/25g	ISO 6579-1:2017 (*)	Absent Không phát hiện	-
8.	Yeasts Nấm men	CFU/g	FDA BAM, Chapter 18, 2001 (*)	Not detected Không phát hiện	10
9.	Moulds Nấm mốc	CFU/g	FDA BAM, Chapter 18, 2001 (*)	Not detected Không phát hiện	10

Note/ Ghi chú:

(*) Method is accredited by VILAS (ISO/IEC 17025:2017)/ Phương pháp được VILAS công nhận (ISO/IEC 17025:2017).

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

General Terms and Conditions of Business

of TUV SUD 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 TUV SUD (The Services).
- 1.2 The client shall accept TUV SUD'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 TUV SUD employees or officially authorized experts called in by TUV SUD shall only be considered binding if expressly confirmed by TUV SUD and in writing. This shall also apply to any amendments to these terms and conditions.

2. Contractual Performance and Clients' Responsibilities

- 2.1 TUV SUD shall perform the Services in accordance to TUV SUD 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 TUV SUD 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 TUV SUD 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, TUV SUD will not commence the Services.
- 2.5 TUV SUD, 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 deadline for contractual performance quoted by TUV SUD shall be binding only if this has been explicitly agreed upon in writing or regulated by the law and regulations.
- 3.2 TUV SUD 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 TUV SUD's contractual performance is delayed due to any cause outside its control, TUV SUD 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 TUV SUD 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, TUV SUD 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 TUV SUD or regulated by the law and regulations.
- 4.2 Any warranty given by TUV SUD 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 TUV SUD, the customer shall be entitled, at its discretion, either to a reduction of the price or rescission of the contract.
- 4.3 TUV SUD warrants that it will exercise reasonable care and diligence in performing the service herein. Save as provided herein, all other warranties by TUV SUD, whether expressed or implied, are hereby expressly excluded.
- 4.4 The client warrants that all information and/or documents supplied to TUV SUD are accurate and correct in all aspects and shall indemnify TUV SUD 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, TUV SUD shall only be liable for damages – regardless of their legal basis – if TUV SUD has caused any damage as a result of an intentional or grossly negligent act or if TUV SUD has negligently breached a substantial contractual obligation ("material obligation"). In the event that TUV SUD is in breach of any substantial contractual obligation, TUV SUD 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 TUV SUD's custody, unless otherwise stipulated in the contract / agreement or regulated by the law and regulations, TUV SUD shall not under any circumstances be responsible for any loss or damage to the product / equipment during transit or while in the custody of TUV SUD, unless by fraud or negligence of TUV SUD. The client shall arrange for all necessary insurance against accidental loss or damage to the product / equipment, either in transit or at TUV SUD 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 TUV SUD for testing or the agreement for testing expressly provides for the return of the product / equipment, all product / equipment provided to TUV SUD 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, TUV SUD 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, TUV SUD 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 TUV SUD in the provision of the Services.
- 5.7 Any person making claims under this contract may inform TUV SUD about any potential damage for which TUV SUD could be liable.
- 5.8 If claims for damages against TUV SUD 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 TUV SUD for the said / same claims on the same legal relation.
- 5.9 TUV SUD 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 TUV SUD's negligence) shall not exceed the amount of fees paid by the client to TUV SUD 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 TUV SUD 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 TUV SUD 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 TUV SUD.
- 6.3 Companies who are not given any credit terms by TUV SUD have to pay in advance. For companies who are given credit terms by TUV SUD, an invoice will be issued when a job is completed and the fees shall be remitted to TUV SUD within thirty days of presentation of the invoice.
- 6.4 The client agrees to indemnify and pay TUV SUD for all taxes (Value Added Tax - VAT), levies and duties including, but not limited to, goods and services tax or withholding tax which TUV SUD 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 TUV SUD within a 14-day production period after receipt of invoice, with reasons stated.
- 6.6 When a client decides to cancel the order for the Services (other than audit), he may do so by giving a notice in writing to TUV SUD. In case TUV SUD 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 persist, 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 notified 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 with the meaning of sentence 1 of Clause 7 - cannot be based on force majeure.

8. Secrecy, Copyright, Data Protection

- 8.1 TUV SUD shall have the right to copy and file any written documents submitted for perusal which are important for 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, TUV SUD 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 TUV SUD, its employees, and the expert engineers called in by TUV SUD 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 TUV SUD 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 TUV SUD, 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 TUV SUD without reference to the disclosed confidential information.
- 8.4 By engaging TUV SUD for the Services, the client permits TUV SUD to use and/or process data, including personal data, for the proper performance of the Services and for other permissible purposes. TUV SUD agrees to comply with applicable personal data protection laws.

9. Lien

- In addition to any right of lien to which TUV SUD may be entitled by law, TUV SUD 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 TUV SUD fully in accordance with the law and regulations against all loss or damages suffered and cost and expenses incurred by TUV SUD 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 TUV SUD 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 TUV SUD.

11. Court Appearance

- In the event any of the employees of TUV SUD 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 TUV SUD for such attendance in court based on TUV SUD's prevailing rates, agreed by the written confirmation of the client, for court attendance. TUV SUD 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 TUV SUD 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.