**CONTRACT**

**FOR PROCUREMENT OF FURNITURE AND OFFICE FACILITIES**

 Contract Number: …../2025/NSRP.GA-

 Date: …………-2024

This Contract is entered into between:

**Nghi Son Refinery and Petrochemical Limited Liability Company**, a limited liability company incorporatedunder the laws of Vietnam and having the registered address at Nghi Son Economic Zone ,Hai Yen Commune, Nghi Son District, Thanh Hoa Province, Vietnam and having its Hanoi office address at 14th Floor, West Tower, Lotte Center Hanoi, 54 Lieu Giai Street, Cong Vi Ward, Ba Dinh District, Ha Noi City, represented by Dr. Atsushi Yamamoto, General Director (the ***Purchaser*** or ***NSRP***)

And

**………………………….,** a company incorporated under the laws of Vietnam and having registered address at…………………….., represented by Ms./Mr……. – Director (the ***Supplier***).

for supply Furniture and office facilities to NSRP (the ***Goods***) as specified in Schedule 1 – Scope of Suply and Unit Prices of this Contract on the terms and conditions of this Contract.

The Supplier and the Purchaser hereinafter are referred to individually as a Party and collectively as the Parties.

1. **Definitions**

***HSSE&S Regulations*** has the meaning given in Clause 11(i).

***NSRP Site*** has the meaning given in Schedule 1.

***Refinery*** has the meaning given in Clause 11(ii).

***One (1) week*** *means 7 days (included holiday).*

1. **The Contract**

The Contract comprises the documents in (a), (b), (c) below which are mutually complementary of one another and the Purchase Order template in Schedule 3 of this Contract. In the case of any inconsistency, ambiguity or discrepancy in the text of this Contract, this Contract shall be construed in accordance with the following order of priority:

1. First, this Contract without the attachments;
2. Second, Scope of supply and Unit Prices as specified in Schedule 1;
3. Third, General Terms and Conditions specified in Schedule 2 of this Contract;
4. Fourth, AML/CFT Compliance specified in schedule 3;
5. Fifth, Purchase Order Template specified in schedule 4.

For the avoidance of any doubt, this Contract does not include any of the following: other terms submitted by the Supplier including those submitted prior to the signing of this Contract, those in any purchase or sales order, delivery document, invoice, receipt or other documents prepared by the Supplier relating to the subject matter of this Contract whether or not acknowledged or signed by the Purchaser and no such terms or conditions shall have any legally binding effect.

1. **Purchase Order**

Each time the Purchaser wishes to purchase a quantity of the Goods from the Supplier, the Purchaser will issue a purchase order (the ***Purchase Order***) in writing to the Supplier using the Purchase Order Template (duly completed) as set out in Schedule 3 specifying:

* + - 1. the quantity of the Goods to be provided;
			2. the delivery date(s) for that quantity of the Goods; and
			3. the total amount payable by the Purchaser to the Supplier for the Goods delivered under such Purchase Order.
		1. A legally binding contract to deliver the Goods described in a Purchase Order shall take effect from the delivery of the Purchase Order by the Purchaser to the Supplier. The terms and conditions of this Contract (including its Attachments) shall apply to each contract created by delivery of a Purchase Order. In the case of any inconsistency, ambiguity or discrepancy in the text of this Contract (including its Attachment) and the contract created by delivery of a Purchase Order and its schedules (if any), the contract incorporating the Purchase Order shall prevail.
		2. For avoidance of doubt, the Purchaser shall have no obligation to purchase any Goods unless and until it delivers a Purchase Order to the Supplier.
1. **Goods and Unit Price**
2. The Supplier guarantees that the Goods to be provided to the Purchaser under this Contract shall be 100% new and in the best condition and meet all the specifications set out in Schedule 1. In case the Goods as delivered by the Supplier in accordance with this Contract do not conform with the specifications set out in Schedule 1, the Purchaser may, at its discretion, accept or reject the Goods as delivered. In the event the Purchaser rejects the Goods as delivered, the Seller must supply alternative Goods of higher standards and better quality than the Goods as delivered decided by the Purchaser with the price unchanged to the Purchaser within one (01) weeks from the date of receiving the notice of rejection from the Purchaser.
3. The Supplier shall be responsible for any costs and expenses to return the Goods which do not conform with the specification set out in Schedule 1 (“Non-conformity Goods”). The Supplier shall also be responsible for any damages of Non-Conformity Goods being kept by Purchaser before returning to Supplier.
4. Notwithstanding the above provision, the acceptance of the Goods by the Purchaser under Clause (a) above shall not constitute a waiver of any right or remedy the Purchaser may have under this Contract or generally at law in connection with or arising out of any non-conformance of the Goods with the specifications set out in Schedule 1.
5. NSRP will pay the Supplier for the Goods delivered under each Purchase Order in accordance with the quantity specified therein and the unit price specified in Schedule 1 –Scope of Supply and Unit Prices (the ***Unit Price***).
	* 1. The Unit Price shall be inclusive of all fees, expenses, taxes ( including any corporate income tax and/or personal income tax imposed upon the Supplier and/or its personnel, the import tax and custom duties), duties, transportation costs, insurance premiums and any other expenses incurred in relation to the provision and delivery of the Goods by the Supplier to the Purchaser but excluding VAT.
		2. The Unit Price shall be fixed during the Term unless adjusted by mutual agreement between the Parties.
6. **Package**

The Goods shall be packed in accordance with the packing requirements by the Manufacturers.

Unless otherwise requested by the Purchaser and agreed by Supplier, packing and marking shall be at Supplier’s discretion.

1. **Delivery Terms**

The Goods shall be delivered on DDP at NSRP’s site at Nghi Son Economic Zone, Hai Yen Commune, Nghi Son District, Thanh Hoa Province as defined in Incoterms 2010 published by the International Chamber of Commerce.

1. **Date for Delivery**
	* 1. The Goods shall be delivered to the Delivery Point at the delivery date(s) as required by the Purchaser in the specific Purchase Order. At any time prior to the original delivery date, the Purchaser may give further notice(s) to the Supplier to delay delivery of the Goods to any date that is no later than 1 week after the original delivery date (***Delivery Date(s)***). In such case there shall be no extra cost to the Purchaser.
		2. The Supplier shall provide the following documents to the Purchaser upon delivery of the Goods:
			1. Packing list issued by the Supplier;
			2. Copy of Certificate of Origin; Certificate of Quality issued by Manufacturer;
			3. Manufacturer Hoa Phat will not provide Warranty Certificate but The Warranty stamp of all items will be attached on the surface of products instead. For item no. 16 in schedule 1, Warranty Certificate shall be issued by Manufacturer (KGV);

Within 5 working days from the delivery date, Supplier will hand over the original hard copy of above mentioned Certificates to Purchaser.

* + 1. Upon completion of each delivery of Goods at the Delivery Point, together with all the supporting documents in accordance with Clause 7(b) above, the Supplier and NSRP shall sign a Goods receipt note (***Goods Receipt Note***). Any Goods Receipt Note issued under this Contract does not release the Supplier from any of its obligations and shall not prejudice the Purchaser's rights to make any claim or initiate any proceedings under this Contract with respect to the Goods and/or documents the subject matter of the Goods Receipt Note.
1. **Title and Risk**

The title to and risk in relation to the Goods delivered shall pass from the Supplier to the Purchaser when both parties have signed the Goods Receipt Note in accordance with Clause 7(c) except for Non-conformity Goods in clause 4 (c ) above.

1. **Payment**
2. Upon completion delivery of each shipment, the payment for the Payment for the actually delivered for such shipment shall be paid to the Supplier within ninety (90) days from the date on which Purchaser has received, to its satisfaction, of all the documents specified in Clause 9 (c) below to the satisfaction of the Purchaser.
3. Payment shall be made in VND to a bank account in the name of the Supplier as notified in writing by the Supplier to the Purchaser.
4. The documents required for payment for the Goods shall include:
5. A request for payment;
6. A proper and legal valid VAT invoice(s) of the Goods delivered for each shipment in accordance with such Purchase Order; and
7. Goods Receipt Note(s) for each shipment.
8. Payment shall be made in Vietnamese Dong (VND) by electronic transfer to a bank account in the name of the Supplier notified in writing by the Supplier to the Purchaser. Each Party shall bear its own bank charges.
9. Invoices shall be sent to:

Nghi Son Refinery and Petrochemical Limited Liability Company

Attention: Accounting Department

Administration Building, Gate No. 1 (of the Refinery), Km5, Road 513, Nghi Son Economic Zone, Hai Yen Commune, Nghi Son District, Thanh Hoa Province, Vietnam

*Details of NSRP’s information to be included in invoices (as may be amended and notified by NSRP to the Supplier from time to time):*

Tên: **Công ty Trách Nhiệm Hữu Hạn Lọc Hóa Dầu Nghi Sơn**

Địa chỉ: Khu Kinh tế Nghi Sơn, Xã Hải Yến, Thị xã Nghi Sơn, Tỉnh Thanh Hóa

MST: 280 114 9686

(f) Payment shall be made by bank transfer to the account defined in the Contract as following. Each Party shall bear its own bank charges.

 - Bank’s name:

- Bank Branch:

- Account Name:

- Account Number (VND):

In case the Contractor changes the bank information mentioned as above, the Contractor must inform NSRP in writing 15 (fifteen) days prior to each payment request (“the informing period”). In the event of the Contractor did not follow the informing period, NSRP shall have the rights to delay the payment until receipt of the written notice from the Contractor. The payment period for the Works shall be re-counted from the receipt of NSRP from the Contractor’s written notice date.

1. **NSRP's Safety Regulations**
	* + 1. Supplier, all Supplier's Personnel and subcontractors engaged by Supplier under this Contract, shall strictly comply with all applicable health, safety, security, environment and social regulations (***HSSE&S Regulations***) and all applicable security, health and safety procedures at NSRP's site or relating to the work of Supplier;
			2. Supplier, all Supplier's personnel and subcontractors engaged by Supplier under this Contract, shall not bring or permit any dangerous or prohibited materials or equipment onto the plant area of the Purchaser's refinery (the ***Refinery***) (including lighters, cigarettes, unauthorised explosive or inflammable materials) and shall not take any actions which may put the safety of the Refinery, Purchaser's property and personnel at risk or commit any violation of HSSE&S Regulations or procedures (such as smoking or using fake or borrowed ID badges);
			3. Supplier shall notify Purchaser immediately of any violation of the above and shall pay Purchaser a fine of VND 50,000,000 for each violation. Such fine will be deducted from the immediately next payments to be made by Purchaser to Supplier in accordance with the Contract;
			4. Such violation is a material breach of the Contract, allowing Purchaser to terminate the Contract with immediate effect;
			5. Supplier shall indemnify, defend, and hold harmless Purchaser against all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of such violation;
			6. Supplier shall immediately remove any person committing such violation from the plant area of the Refinery and any work performed by Supplier for Purchaser; and
			7. Such violation shall be notified to the authorities for dealing with in accordance with the law; Purchaser may bring legal proceedings against Supplier for such violation and blacklist Supplier for any future work of Purchaser.

1. **Warranty**

The warranty period of the Goods supplied by the Supplier under a specific Purchase Order is specified detail for each item in schedule 1 **(Warranty Period).** Within the Warranty Period and immaculate warranty certificate, defective Goods due to Manufacturer’s fault shall be repaired or replaced by the Supplier (Bao Chau) in accordance with the warranty certificate issued to NSRP by the manufacturer of the Goods which terms and conditions are deemed part of this Contract as if expressly set out herein. The Supplier will, at its own cost, send the defective Goods from the NSRP's Refinery to the Supplier's location for repair or replacement and send back to NSRP's Refinery after proper repair or replacement. For avoidance of doubt, the obligations under this Clause 12 shall survive termination of the Contract.

The repair or replacement mentioned above shall take no more than two (02) weeks from the date on which the Supplier received the defective Goods which include the time for notifying the defect to the Supplier and arranging for repair or replacement and transportation of the Goods until the repaired or replaced Goods are delivered to the Delivery Place.

1. **Term**

The term of this Contract (the ***Term***) shall expire on the date which is two (03) years from the effective date of the contract.

1. **Language and Counterparts**

This Contract is made in English language, in two (02) originals with equal validity. Each Party shall retain one (01) originals.

1. **Liquided Damages for Delay**

In the event of the Supplier's failure to deliver the Goods by the Delivery Date in accordance with this Contract, the Supplier shall pay the Purchaser a penalty of 0.5% of the price (including VAT) for the Goods delivery of which is delayed for each day of delay after the Delivery Date, up to a maximum of 8% of the total price (including VAT) of such delayed Goods. The penalty shall be paid within fifteen (15) days of receipt of a request for payment from the Purchaser and NSRP shall be entitled to deduct such Penalty from any amounts that may be due to the Supplier.

Payment of liquidated damages shall be in full and be the final settlement of any and all liabilities of the Supplier for delay in delivery of the Goods under the Contract and shall be Purchaser’s sole and exclusive remedy for the Supplier's failure to deliver the Goods in accordance with the Contract. In addition, the Supplier shall be responsible for compensation for any loss/ damage caused by its breach of the Contract to the Purchaser.

Neither Party shall be liable to the other Party for any indirect and/or consequential damages.

1. **Notices**

All correspondence from the Supplier to the Purchaser in relation to this Contract shall be addressed to the following address or such other address as is notified in writing by the Purchaser to the Supplier at the Supplier's above address from time to time:

*Procurement Section*

*Nghi Son Refinery and Petrochemical Limited Liability Company*

Address: Administration Building, Gate No. 1 (of the Refinery), Km5, Road 513,

Nghi Son Economic Zone, Hai Yen Commune, Nghi Son District, Thanh Hoa Province, Vietnam

*Email:* hau.ptt@nsrp.com,vn

1. **General Provisions**
2. This Contract shall take effect from signing date of this contract.
3. This Contract is made in English language, in two (02) originals with equal validity. Each Party shall retain one (01) original.

Executed in Vietnam on

|  |
| --- |
| **Signed by Mr. Kazutaka Yamato – General Director as legal representative of the Purchaser** |
|  |
| **Signature** |  |  |
|  |
| **Print Name** |
| **Signed by …………………….– Director as legal representative of the Supplier** |
|  |
| **Signature** |  |  |
|  |
| **Print Name** |  |  |

**Schedule 1 –Scope of supply and Unit Prices**

**Schedule 2– General Terms and Conditions**

**Schedule 3 - AML/CFT Compliance**

**Schedule 4: Purchase Order Template**

**Schedule 1 –Scope of supply and Unit Prices**

1. **Scope of supply and Unit Prices**
2. **General**

The purpose of this work scope is to explain the service requirements for supply furniture work for NSRP Refinery. The scope of furniture supply includes, but not limited to, all furniture listed in the Scheule 1 “ List of Furniture and Unit prices”.

The target of furniture supply is for all workspace to be fulled fill with furniture as per requirements from NSRP to ensure working environment for employees.

1. **Requirements**
* The Supplier has responsibility for all the fee related to manpower, purchasing, **transportation, installation**, tools, equipment, overtime and allowance to supply furniture accordance with Schedule 1.
* The branch, type, specification of material provided by Supplier shall be same as specification mentioned on Schedule 1.
* Before starting to work for NSRP, employees shall attend required training courses from NSRP.
* The employees of Supplier shall be furnished fully PPE by Supplier’s own cost as NSRP requirement.
* NSRP have right to reject any employees from Supplier if they don’t follow NSRP’s HSSE&S policy and requirement. In that case, Supplier shall submit other candidates for immediate replacement.
1. **Unit prices**

**Schedule 2 – General Terms and Conditions**

1. SUPPLIER’s DUTIES

In manufacturing and providing the Goods, the Supplier shall:

· use a high degree of skill, care and diligence;

· make all reasonable enquiries of the Purchaser to ascertain its requirements;

· work in accordance with any directions, instructions, schedules or budget provided by the Purchaser; and

· keep confidential any information disclosed by the Purchaser or of which the Supplier becomes aware relating to the Goods or the project for which the Goods are to be used.

2. ENTIRE AGREEMENT

The Purchase Order shall become a binding agreement between the Supplier and the Purchaser upon the Supplier signing and delivering to the Purchaser the Purchase Order. The Purchase Order, together with any specifications, drawings and documents referred to in the Purchase Order constitute the entire agreement between the Parties, and all prior negotiations, proposals, and writings pertaining to the Purchase Order or the subject matter thereof are superseded and supplanted hereby. Trade custom and/or trade usage is superseded by the Purchase Order and shall not be applicable in the interpretation of the Purchase Order.

Anything that may be called for in said specifications and not shown on said drawings, or shown on said drawings and not called for in said specifications, shall be of like effect as if called for and shown in both. In case of express conflict between said drawings and said specifications, said specifications shall govern. In the event the Supplier discovers any ambiguities or discrepancies in said specifications, drawings or other documents forming a part of this Purchase Order, the Supplier shall immediately submit the matter to the Purchaser for its determination and shall comply with the determination of the Purchaser in such matter.

3. CORRESPONDENCE AND DOCUMENTATION

All correspondence shall be in the English language and must be served on a Party at the address specified in the Purchase Order or as advised by the relevant Party in writing. The order number shown on the face of the Purchase Order shall be shown on all documentation including, but not limited to, invoices, communications, packing lists, Good Receipt Notes, waybills and Bills of Lading. All documentation and correspondence shall be transmitted to address(es) specified in the Purchase Order.

4. INVOICES AND PAYMENT

Invoicing by the Supplier and payment by or on behalf of the Purchaser shall be in accordance with the provisions set forth herein and elsewhere in the Purchase Order.

Delay in receiving the Supplier's invoices in number of copies specified: invoice and packing lists not agreeing in all respects; or errors or omissions on either, will be considered just cause for withholding payment without loss of cash discount privilege if any. All discount periods, if any, will begin on the date that the office making payment receives correct invoices in proper form with supporting proof of shipment from the Supplier. The final invoice against the Purchase Order shall be marked ‘Order Complete’.

The Purchaser shall pay the Supplier for the Goods in accordance with the time and method of payment specified in the Purchase Order.

All amounts payable specified in each invoice shall be inclusive of all kinds of taxes whether incurred in Vietnam or in any foreign countries (if any) imposed on the Goods.

The Purchaser shall deduct and remit to the tax office Purchase Orderor's tax (if required under Vietnamese law) before making any payment in accordance with Vietnamese law.

Payments shall be made in the currency as set out in the Purchase Order.

5. TITLE

The Supplier warrants that full, clear and unrestricted title will be given to the Purchaser in all Goods furnished by the Supplier in performance of the Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances.

6. PASSING OF TITLE AND RISK

The title to and risk in the Goods shall pass in accordance with the Purchase Order.

7. QUALITY ASSURANCE SURVEILLANCE AND EXPEDITING

Access by the Purchaser's representative(s) to the Supplier's premises or premises of the Supplier's suppliers for the purposes of quality assurance surveillances, inspection and expediting shall be permitted and arranged by the Supplier. Quality assurance surveillance inspection by the Purchaser's representative(s) shall not relieve the Supplier of his obligation to provide his own quality control and inspection of the Goods to ensure conformance with the provisions of the Purchase Order. Any test report submitted to the Purchaser is without prejudice to the Purchaser's right to make any claim in relation to defective Goods.

8. PACKAGING

All Goods are to be properly packed and protected in such a manner that the Goods will not be damaged by foreseeable circumstances which can be expected in the normal course during the transport by the carrier of the Goods to the Delivery Point. It is recorded, for the avoidance of doubt, that the Total Price shall include all costs related and incidental to such standard packaging of the Goods so that they will reach the ultimate destination without damage and in good working condition.

9. CHANGES/MODIFICATIONS

The Purchaser reserves the right at any time to make changes in the Purchase Order or any part hereof. If such changes cause an increase or decrease in the Supplier's cost or an alteration in the Date for Delivery an equitable adjustment shall be agreed in writing.

The Supplier shall not change, substitute or provide any form of alternative to the Goods without the prior written consent of the Purchaser.

10. INSURANCE

The Supplier shall, at its cost, insure the Goods for the total Purchase Order value up to transfer of risk of loss of the Goods.

11. OWNERSHIP OF DRAWINGS AND OTHER TECHNICAL DOCUMENTATION

Drawings and other technical documentation supplied by the Purchaser, as well as drawings prepared therefrom and all intellectual property therein shall be the exclusive property of the Purchaser and must not be used for other purposes, copied, or disclosed to a third party, without the Purchaser's prior written consent. The Supplier shall be liable for any loss suffered by the Purchaser whatsoever and howsoever caused in consequence of failure to comply with the provisions of this clause and the Purchaser does not waive any of its rights in terms of this clause or the Purchase Order in case of the Supplier's failure in this regard.

12. PATENTS

The Supplier shall at its sole expense hold the Purchaser, its associates, associated companies, assignees, agents and employees harmless from and against, and shall defend, any suit or proceeding brought against the Purchaser based on a claim that the manufacture, use or sale of any Goods supplied under the Purchase Order constitutes infringement of any patent, copyright, trademark or proprietary information rights of others, and the Supplier shall pay all damages and costs awarded therein against the Purchaser. The Supplier shall be notified promptly in writing of any such suit or proceeding and shall be given adequate authority, information and assistance (at the Supplier's expense) for the defence of same, subject to the right of the Purchaser to participate at the Supplier's expense and to be fully advised by the Supplier in advance of all actions taken. In the event the Goods are held in such suit to constitute infringement and the sale or use of the Goods are enjoined, the Supplier shall, at its own expense, either procure for the Purchaser the right to sell and use the Goods or replace same with substantially equal but non-infringing goods, or modify the Goods so they become substantially equal to but non infringing; or if approved by the Purchaser remove the Goods and refund the Total Price and the transportation and installation costs thereof.

13. WARRANTY

The Supplier warrants to the Purchaser that all Goods and work (to the extent the following is applicable) covered by the Purchase Order will:

(a) conform with the specifications, drawings and other description supplied or adopted by the Purchaser;

(b) be new, fit for purpose and free from any defects, and of best material, design and workmanship; and

(c) be sufficient for the purposes for which they are intended and capable of operating satisfactorily in the environment to which they are to be exposed including without limitation conditions of weather, locality, altitude and operational conditions such as exposure to dust, corrosive chemicals and fluids and rough handling.

At the request of the Purchaser, the Supplier shall promptly, at no cost to the Purchaser, either repair or replace (including prepayment of all packing and transportation costs) any Goods which within one year after being placed in regular use, shall, in normal use and service and under proper operation, fail to conform with the foregoing warranties of the Supplier or the requirements of the Purchase Order.

All Goods repaired or replaced, and associated services performed, pursuant to the foregoing guarantee, shall in each case, be guaranteed by the Supplier in accordance with the foregoing guarantee for a period of one year from the date of completion of repair, replacement or performance.

The Purchaser may, but is not obliged to, accept any Goods that fail to conform with the foregoing warranties of the Supplier or the requirements of the Purchase Order. In such case, the Supplier shall compensate the Purchaser for any loss resulting from the non-conformation, including, but not limited to the difference between the price of the nonconforming Goods and the conforming Goods.

Nothing contained in these provisions shall be deemed to exclude, restrict or modify any condition, warranty, right or remedy which applies to the Purchase Order or any of the Purchaser's rights in terms hereof.

14. INDEMNITY

The Supplier hereby indemnifies, and keeps the Purchaser indemnified against death and/or injury to any person and/or damages, of whatever nature and howsoever caused as a result of the Supplier's performance and/or defects, malfunctions and/or defective performance of the Goods supplied in terms hereof.

15. TERMINATION FOR DEFAULT

Should either Party ("the defaulting party") commit a breach of any provision of the Purchase Order and fail to remedy such breach within fourteen days (or if such breach is incapable of being remedied within such fourteen day period, within a reasonable period) of receiving written notice from the other ("the aggrieved party") requiring it to do so, then the aggrieved Party shall be entitled, without prejudice to its other rights in law, to terminate the Purchase Order or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved Party's right to claim damages, provided however that neither Party shall be entitled to cancel the Purchase Order unless the breach is a material breach of a material provision of the Purchase Order or, unless any of the parties go into liquidation, or make a general assignment for the benefit of its creditors.

In the event of termination due to the fault or default of the Supplier, any amounts due to the Supplier for Goods delivered by the Supplier in full compliance with the terms of the Purchase Order prior to such termination shall be subject to setoff of the Purchaser's additional costs of completing the Purchase Order and other damages incurred by the Purchaser.

16. CANCELLATION FOR CONVENIENCE

The Purchaser shall have the right to cancel for its convenience further performance of all or any separable part of the Purchase Order at any time by written notice to the Supplier. On the date of such cancellation stated in said notice the Supplier shall discontinue all work pertaining to the Purchase Order, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed to the Purchase Order, work in progress, and completed work both in its own and in supplier’s plant(s) pending the Purchaser's instructions and shall dispose of same in accordance with the Purchaser's instructions.

Cancellation payment to the Supplier or refund to the Purchaser (if any) shall be promptly mutually agreed to by the Purchaser and the Supplier based on that portion of the Goods supplied to the date of cancellation plus reasonable and necessary expenses resulting from the cancellation as substantiated by documentation satisfactory to and verified by the Purchaser, less amounts previously paid by the Purchaser or entitled to be withheld by the Purchaser under the terms of the Purchase Order. The Supplier shall not be entitled to any prospective profits or damages because of cancellation. The amount paid by the Purchaser under this clause shall in no event exceed the amount specified in the Purchase Order as payable for the Goods or services.

17. DELIVERY

All Goods covered by the Purchase Order shall be supplied at the Delivery Point by the Date for Delivery specified in the Purchase Order.

18. ASSIGNMENT AND SUBPURCHASE ORDERING

The Purchase Order shall not be assigned by the Supplier without the prior written consent of the Purchaser. The Supplier shall not subPurchase Order all or part of the Goods to be supplied by it under the Purchase Order without the Purchaser's prior written consent.

19. RESERVATION OF RIGHTS

The making of or failure to make any inspection of or payment for the Goods shall in no way impair the Purchaser's right to reject non-conforming or defective Goods, or otherwise affect the Supplier's obligations under the Purchase Order, nor constitute acceptance by the Purchaser of the Goods, notwithstanding the Purchaser's opportunity to inspect the Goods.

20. FRAUD

Under no circumstances should a representative of the Purchaser or a representative of the Supplier gain personal benefit from any transactions made by the Purchaser. Should the Supplier make an offer of personal benefit to a representative of the Purchaser, then the Purchaser may at their discretion cease all trade with the Supplier. Should a representative of the Supplier be approached by a representative of the Purchaser seeking personal benefit then the Supplier must report this activity to the Management of the Purchaser immediately.

21. ANTI-CORRUPTION AND NO USE OF CHILD LABOUR AND FORCED LABOUR

(a) the Supplier agrees and undertakes to the Purchaser that:

(i) no payments or any other advantages or benefits have been or will be made or given directly or indirectly by the Supplier, or any of its affiliates, subPurchase Orderors, or its or their respective owners, directors, officers, employees, agents and representatives to any person, for the purpose of obtaining any improper advantage or improper purpose in connection with the Purchase Order; and

(ii) no violation of the laws relating to anti-corruption and bribery has been or will be committed by the Supplier, or any of its affiliates, subPurchase Orderors, or its or their respective owners, directors, officers, employees, agents and representatives in connection with the Purchase Order.

(b) the Supplier agrees, undertakes and confirms to the Purchaser that the Supplier shall not use, nor permit the use by any third party of, child labour, or any other labour which offends against decency or morality in relation to supply of the Goods or otherwise in connection with the Purchase Order. In particular, the Supplier shall comply and shall ensure that any other third parties that the Supplier deals with in connection with the Purchase Order shall comply with all applicable laws and the highest standard of business ethics prevailing in Vietnam relating to the prohibition of use of child labour. The Supplier shall not engage in harmful or exploitative forms of forced labour.

22. GENERAL

a) No addition to, variation, novation or agreed cancellation of any provision of the Purchase Order shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.

b) No indulgence or extension of time which either Party may grant to the other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event and to the extent that the grantor has signed a written document expressly waiving or limiting such right.

c) Without prejudice to any other provision of the Purchase Order, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of either Party shall be bound by the Purchase Order.

d) The signature by either Party of a counterpart of the Purchase Order shall be as effective as if that Party had signed the same document as the other Party.

e) The Purchase Order shall be governed by the Vietnamese law.

f) Any dispute arising out of or in connection with the Purchase Order, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Vietnam International Arbitration Centre (***VIAC)*** in Vietnam in accordance with its arbitration rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.
The arbitral tribunal shall consist of three arbitrators, appointed in accordance with the Rules. The decision(s) of the arbitral tribunal shall be final and binding on the parties. The language of arbitration shall be English. The seat (legal place) of the arbitration shall be Hanoi.

Schedule 3: AML/CFT Compliance

The Supplier represents and warrants to NSRP that none of The Supplier its subsidiaries or affiliates and any shareholders, directors, officers, agents, employees or other persons associated with or acting on behalf of The Supplier and any of its subsidiaries or affiliates, is named on, or is controlled by or controls any person or entity named on, any list of sanctioned persons or entities promulgated by the United Nations Security Council or its committees, the Council of the European Union, the World Bank Group, the Vietnamese government or any other lists of sanctioned persons in connection with money laundering or terrorism or the financing of terrorism (Blacklists).

The Supplier undertakes that The Supplier will not directly or indirectly use any proceeds, benefits or rights arising out of this Contract for the benefit of any person or entity named on a Blacklist.

In the performance of its obligations under this Contract, The Supplier shall and shall procure that any and all of its subsidiaries or affiliates and any shareholders, directors, officers, agents, employees or other persons associated with or acting on behalf of The Supplier or any of its subsidiaries or affiliates shall comply with all applicable laws in connection with money laundering or terrorism or the financing of terrorism.

The Supplier shall promptly report to NSRP in writing if The Supplier becomes aware that any representations and warranties made by The Supplier under this Article 40 is or might be incorrect.

If NSRP reasonably suspects that The Supplier is in breach of its obligations under this Article 40, including representations and warranties, it may, without incurring any liability whatsoever,

suspend any and all payment in favour of The Supplier pending further information is obtained in relation to the suspected breach and up to a maximum of 30 days (provided no further incriminating information has been found in the meantime, otherwise the suspension can be renewed) and/or;

elect to terminate this Contract by providing written notice to The Supplier with immediate effect.

The Supplier agrees that if:

Any representation and warranty made by The Supplier under this Article 40 proves incorrect; or

The Supplier is convicted of an offence under any money laundering or terrorism or the financing of terrorism law,

then, in addition to the right to terminate this Contract by providing written notice to The Supplier with immediate effect and to any other right or remedy it may have under the law or this Contract, NSRP shall be entitled to a penalty equivalent to 8% of the contract value to be paid by The Supplier with 7 business days from NSRP written request.

(The Supplier shall indemnify and keep NSRP indemnified in respect of any and all Losses, incurred by (or awarded against) NSRP as a result of any breach of this Article 40 by The Supplier "Losses" in respect of any matter, event or circumstance includes all demands, claims, actions, proceedings, damages, payments, losses, costs (including legal and other professional costs), expenses or other liabilities plus any applicable value added (VAT) or sales tax (including interest and penalties) arising or incurred in connection with such matter, event or circumstance.

**Schedule 4: Purchase Order Template**