

CÔNG TY CỔ PHẦN ĐƯỜNG QUẢNG NGÃI



BẢN TỰ CÔNG BỐ SẢN PHẨM

Số: 17NS/QNS/2021

**SỮA ĐẬU NÀNH
FAMI NGUYÊN CHẤT
VỊ SỮA DỪA**

2021



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

BẢN TỰ CÔNG BỐ SẢN PHẨM
Số: 17NS/QNS/2021

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

Tên tổ chức, cá nhân: **CÔNG TY CỔ PHẦN ĐƯỜNG QUẢNG NGÃI - QNS.**

Địa chỉ: Số 02, đường Nguyễn Chí Thanh, Phường Quảng Phú, Thành phố Quảng Ngãi, Tỉnh Quảng Ngãi, Việt Nam.

Điện thoại: 0255 3726110 – 0255 3726616.

Fax: 0255 3822843.

E-mail: info@qns.com.vn; info@vinasoy.com.

Mã số doanh nghiệp: 4300205943.

II. Thông tin về sản phẩm:

1. Tên sản phẩm: SỮA ĐẬU NÀNH FAMI NGUYÊN CHẤT VỊ SỮA DỪA

2. Thành phần:

- Nước, dịch trích từ đậu nành hạt (44 %), đường kính trắng, bột sữa dừa (3g/l), chất ổn định (471, 407), bột kem thực vật, hương dừa giống tự nhiên dùng cho thực phẩm, muối ăn, chất điều chỉnh độ acid ((500(ii))).
- Có chứa đậu nành, dừa
- Sử dụng 100% đậu nành hạt chọn lọc, không biến đổi gen (Non-GMO).
- Không sử dụng chất bảo quản.

3. Thời hạn sử dụng sản phẩm:

- 06 tháng kể từ ngày sản xuất.

Ngày sản xuất và hạn sử dụng in trên bao bì sản phẩm.

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

4.1 Chất liệu bao bì:

Sản phẩm được đóng gói trong bao bì giấy Tetra Pak bên trong là lớp nhựa PE chuyên dùng, đảm bảo các yêu cầu vệ sinh an toàn thực phẩm theo QCVN 12-1:2011/BYT.

4.2 Quy cách bao gói:

- Sản phẩm được đóng gói trong hộp/bịch ở dạng rời hoặc được tạo thành dạng lốc trước khi xếp vào thùng carton.
- Sản phẩm được chiết rót với thể tích thực: 200 ml/hộp (bịch).
- Ngoài ra có thể đóng gói với các loại thể tích khác theo yêu cầu của khách hàng.

(Định lượng phù hợp với quy định về đo lường đối với lượng của hàng đóng gói sẵn).

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

Xuất xứ: Sản xuất tại Việt Nam.

Sản phẩm của Nhà máy Sữa đậu nành Việt Nam Vinasoy - Chi nhánh Công ty Cổ phần Đường Quảng Ngãi.

Sản xuất tại các Nhà máy:

- Nhà máy Sữa đậu nành Việt Nam Vinasoy (ký hiệu A) - Số 02, đường Nguyễn Chí Thanh, Phường Quảng Phú, Thành phố Quảng Ngãi, Tỉnh Quảng Ngãi, Việt Nam.
- Nhà máy Sữa đậu nành Vinasoy Bắc Ninh (ký hiệu B) - Đường TS5, KCN Tiên Sơn, Phường Đồng Nguyên, Thị xã Từ Sơn, Tỉnh Bắc Ninh, Việt Nam.
- Nhà máy Sữa đậu nành Vinasoy Bình Dương (ký hiệu C) - Số 15, đường số 31, KCN VSIP II-A, Phường Vĩnh Tân, Thị xã Tân Uyên, Tỉnh Bình Dương, Việt Nam.

Các nhà máy sản xuất của Vinasoy đã được chứng nhận Hệ thống An toàn thực phẩm theo FSSC 22000 và HACCP Codex.

III. Mẫu nhãn sản phẩm: (đính kèm mẫu nhãn sản phẩm).

IV. Yêu cầu về an toàn thực phẩm:

Tổ chức sản xuất đạt yêu cầu về an toàn thực phẩm theo:

1. Quy chuẩn kỹ thuật Quốc gia số:

- QCVN 6-2: 2010/BYT: Quy chuẩn kỹ thuật quốc gia đối với các sản phẩm đồ uống không cồn.
- QCVN 8-1:2011/BYT: Quy chuẩn kỹ thuật quốc gia đối với giới hạn ô nhiễm độc tố vi nấm trong thực phẩm.

2. Thông tư, Quyết định của các Bộ, ngành:


- Thông tư số 50/2016/TT-BYT ngày 30/12/2016 của Bộ Y tế: Quy định giới hạn tối đa dư lượng thuốc bảo vệ thực vật trong thực phẩm.
- Quyết định số 38/2008/QĐ-BYT: Quy định mức giới hạn tối đa của Melamine nhiễm chéo trong thực phẩm.

3. Tiêu chuẩn sản phẩm của nhà sản xuất số: TCCS 17:2021/NS-QNS

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./.

Quảng Ngãi, ngày 14 tháng 7 năm 2021

ĐẠI DIỆN TỔ CHỨC, CÁ NHÂN


Đỗ Thành Dàng



100% đậu nành hạt chọn lọc

Giá trị dinh dưỡng trung bình trong 100 ml

Năng lượng	61,2 kcal
Chất đạm	2,2 g
Chất béo	1,6 g
Carbohydrate	9,5 g
Chất xơ	220 mg
Natri	32 mg
Cholesterol	0,0 mg

Thành phần: Nước, dịch trích từ đậu nành hạt (44%), đường kính trắng, bột sữa dừa (3 g/l), chất ổn định (471, 407), bột kem thực vật, hương dừa giống tự nhiên dùng cho thực phẩm, muối ăn, chất điều chỉnh độ acid (500(i)).

Sản phẩm có chứa đậu nành, dừa.



3 KHÔNG

- Không chất bảo quản
- Không Cholesterol
- Không biến đổi gen

Sản phẩm của:

Nhà máy Sữa đậu nành Việt Nam Vinasoy

CN Công ty CP Đường Quảng Ngãi,
02 Nguyễn Chí Thanh, P. Quảng Phú,
TP. Quảng Ngãi, Tỉnh Quảng Ngãi, Việt Nam
ĐT: (084-255) 3719719
Fax: (084-255) 3810391
CBSP số: 17NS/QNS/2021

NSX:
HSD:



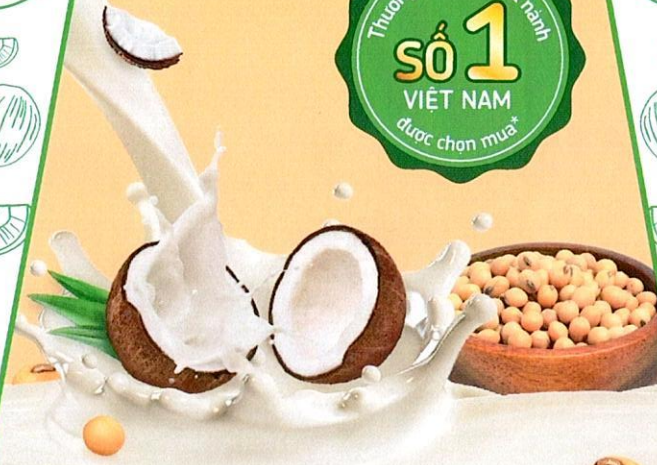
Sản xuất tại Việt Nam
www.vinasoy.com
1800 6020

VỊ SỮA DỪA

MỚI

SỮA ĐẬU NÀNH
Fami
NGUYÊN CHẤT

VỊ SỮA DỪA



Thể tích thực 200 ml
SỮA ĐẬU NÀNH VỊ SỮA DỪA



Dinh dưỡng thiết yếu từ thực vật

SỮA ĐẬU NÀNH

Fami
NGUYÊN CHẤT
VỊ SỮA DỪA

Sữa đậu nành Fami Nguyên Chất vị sữa dừa thơm béo không chỉ ngon sánh mịn mà còn là nguồn cung cấp dinh dưỡng thiết yếu từ thực vật, tốt cho sức khỏe khi sử dụng hàng ngày.

NGON HƠN
KHI UỐNG LẠNH

- Nên dùng 2-3 bịch mỗi ngày.
- Chỉ sử dụng trong vòng 02 giờ sau khi mở bịch.
- Bảo quản nơi khô mát.
- Thành phần dinh dưỡng có thể bị lắng hoặc có béo trên bề mặt nhưng chất lượng sản phẩm không thay đổi.

(*) Theo dữ liệu của Kantar từ Worldpanel Division - Household Panel - Thành thị 4 thành phố chính và nông thôn Việt Nam - Ca năm 2020 - Ngành Sữa Đậu Nành.



TỔNG GIÁM ĐỐC



Thành Đạt
Chánh Đăng

Hạng mục: Bao bì Fami nguyên chất fino 200ml - Vị sữa dừa
Ngày thực hiện: 03/07/2021
Mã số TK: FC40B-SD-030721

Fami Nguyên Chất

- Bước 1:** Sau khi nung: An ống hút vào hộp rỗng.
- Bước 2:** Mở tai gấp, gấp hộp.



Dinh dưỡng thiết yếu từ thực vật

VỊ SỮA DỪA

DSH
XSN



Sữa đậu nành Fami Nguyên Chất vị sữa dừa thơm béo không chỉ ngon sánh mịn mà còn là nguồn cung cấp dinh dưỡng thiết yếu từ thực vật, tốt cho sức khỏe khi sử dụng hàng ngày.

VỊ SỮA DỪA

3 KHÔNG

- Không chất bảo quản
- Không Cholesterol
- Không biến đổi gen



200 ml
Thể tích thực

Giá trị dinh dưỡng trung bình trong 100 ml

Năng lượng	61,2 kcal
Chất đạm	2,2 g
Chất béo	1,6 g
Carbohydrate	9,5 g
Chất xơ	220 mg
Natri	32 mg
Cholesterol	0,0 mg

Thành phần: Nước, dịch trích từ đậu nành hạt (44%), đường kính trắng, bột sữa dừa (3 g/l), chất ổn định (471, 407), bột kem thực vật, hương dừa giáng tự nhiên dùng cho thực phẩm, muối ăn, chất điều chỉnh độ acid (500(ii)).

Sản phẩm có chứa đậu nành, dừa.



Thể tích thực
200 ml

MỚI

SỮA ĐẬU NÀNH
Fami
NGUYÊN CHẤT
VỊ SỮA DỪA



Thể tích thực 200 ml
SỮA ĐẬU NÀNH VỊ SỮA DỪA



NGON HƠN KHI UỐNG LẠNH.

- Nên dùng 2-3 hộp mỗi ngày.
- Chỉ sử dụng trong vòng 02 giờ sau khi mở hộp.
- Bảo quản nơi khô mát.
- Thành phần dinh dưỡng có thể bị lắng hoặc có béo trên bề mặt nhưng chất lượng sản phẩm không thay đổi.

(*): Theo dữ liệu của Kantar từ Worldpanel Division - Household Panel - Thành thị 4 thành phố chính và nông thôn Việt Nam - Cả năm 2020 - Ngành Sữa Đậu Nành.

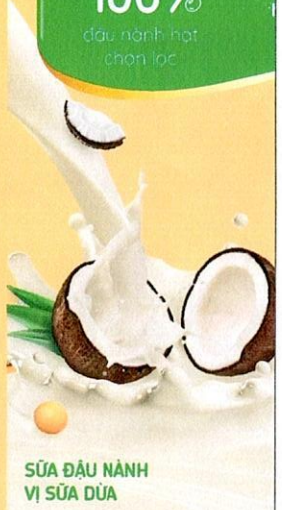
Sản phẩm của:
Nhà máy Sữa đậu nành Việt Nam Vinasoy
CN Công ty CP Đường Quảng Ngãi,
02 Nguyễn Chí Thanh, P. Quảng Phú, TP. Quảng Ngãi, Tỉnh Quảng Ngãi, Việt Nam.
ĐT: (084-255) 3719719
Fax: (084-255) 3810391
CBSP số: 17NS/DNS/2021



Sản xuất tại Việt Nam
www.vinasoy.com
Hotline: 1800 6020

Vinasoy

SỮA ĐẬU NÀNH
Fami
NGUYÊN CHẤT
100%
đậu nành hạt chọn lọc



SỮA ĐẬU NÀNH VỊ SỮA DỪA

Hạng mục: Bao bì Fami nguyên chất brik 200ml - Vị Sữa dừa
Ngày thực hiện: 03/07/2021
Mã số TK: FC36H-SD-030721

TỔNG GIÁM ĐỐC
CÔNG TY CỔ PHẦN ĐƯỜNG QUẢNG NGÃI
Đ. Trần Hưng Đạo
Thị trấn Quảng Ngãi, Tỉnh Quảng Ngãi
Chánh Đăng



SỞ KHOA HỌC VÀ CÔNG NGHỆ TP. HỒ CHÍ MINH
DEPARTMENT OF SCIENCE AND TECHNOLOGY

TRUNG TÂM DỊCH VỤ PHÂN TÍCH THÍ NGHIỆM TP. HỒ CHÍ MINH
CENTER OF ANALYTICAL SERVICES AND EXPERIMENTATION HCMC



VIMCERTS
147

Mã số mẫu/ Sample code BN32103.13155652 MM32103.131556521	KẾT QUẢ THỬ NGHIỆM TEST REPORT	BMKD 03/1 - LBH 01 Ngày/ Date: 25/03/2021
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Tên khách hàng/ Customer : **NHÀ MÁY SỮA ĐẬU NÀNH VIỆT NAM VINASOY - CN CÔNG TY CỔ PHẦN ĐƯỜNG QUẢNG NGÃI**

Địa chỉ/ Address : **02 NGUYỄN CHÍ THANH, PHƯỜNG QUẢNG PHÚ, THÀNH PHỐ QUẢNG NGÃI, TỈNH QUẢNG NGÃI**

Tên mẫu/ Name of sample : **SỮA ĐẬU NÀNH FAMI NGUYÊN CHẤT VỊ SỮA DỪA**

Số lượng/ Quantity : **1**

Mô tả mẫu/ Sample description : **Mẫu dạng lỏng chứa trong bao bì kín.**

Ngày nhận mẫu/ Date of receiving : **13/03/2021**

Ngày hẹn trả KH/ Date of issue : **22/03/2021**

STT/ No	Chỉ tiêu kiểm nghiệm/ Parameters	Đơn vị tính/ Unit	Kết quả/ Result	Phương pháp/ Test method
1	Clostridium perfringens	CFU/mL	< 01	ISO 7937:2004 (*)
2	Coliforms	CFU/mL	< 01	ISO 4832:2006 (*)
3	Escherichia coli	CFU/mL	< 01	ISO 16649-2:2001 (*)
4	Pseudomonas aeruginosa	CFU/mL	< 01	ISO 16266:2006 (*)
5	Staphylococcus aureus	CFU/mL	< 01	ISO 6888-1:1999/Amd.1. 2003 (*)
6	Streptococci faecal	CFU/mL	< 01	ISO 7899-2:2000 (*)
7	Tổng nấm men, nấm mốc	CFU/mL	< 01	ISO 21527-1:2008 (*)
8	Tổng số vi sinh vật hiếu khí (TPC)	CFU/mL	< 01	ISO 4833-1:2013 (*)

(*) Phương pháp được VILAS công nhận/ Method is accredited by VILAS.

Theo phương pháp thử, kết quả được biểu thị nhỏ hơn 10 CFU/g hoặc nhỏ hơn 1 CFU/mL khi không có khuẩn lạc mọc trên đĩa/
According to the test method, the result is expressed as less than 10 CFU/g or less than 1 CFU/mL when the dish contains no colony.

Phụ trách phòng thử nghiệm/
Officer in charge of laboratory

Nguyễn Lâm Kiều Diễm

TL GIÁM ĐỐC/ PP.DIRECTOR
TRƯỞNG PHÒNG/ HEAD OF DIVISION



Trần Đình Hiệp

1/ KẾT QUẢ NÀY CHỈ CÓ GIÁ TRỊ TRÊN MẪU THỬ/ THIS RESULT IS ONLY VALID ON TESTED SAMPLE.

2/ Thông tin về mẫu được ghi theo yêu cầu của khách hàng/ The sample information is written as customer's request.

3/ Không được sao chép toàn bộ hoặc một phần kết quả này dưới bất kỳ hình thức nào nếu không được sự đồng ý bằng văn bản của CASE/

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TRỤ SỞ CHÍNH

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(e) casehcm@case.vn

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VP ĐẠI DIỆN MIỀN TRUNG

(9) STH278, Đường 8E, KĐT Lê Hồng Phong II, P. Phước Hải, Nha Trang, Khánh Hòa

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(đ) (84.258) 246 5355

(e) vanphongmienTrung@case.vn



SỞ KHOA HỌC VÀ CÔNG NGHỆ TP. HỒ CHÍ MINH
DEPARTMENT OF SCIENCE AND TECHNOLOGY

TRUNG TÂM DỊCH VỤ PHÂN TÍCH THÍ NGHIỆM TP. HỒ CHÍ MINH
CENTER OF ANALYTICAL SERVICES AND EXPERIMENTATION HCMC



Mã số mẫu/ Sample code BN32103.13155652 MM32103.131556521	KẾT QUẢ THỬ NGHIỆM TEST REPORT	BMKD 03/1 - LBH 01 Ngày/ Date: 25/03/2021
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Tên khách hàng/ Customer : **NHÀ MÁY SỬA ĐẬU NÀNH VIỆT NAM VINASOY - CN CÔNG TY CỔ PHẦN ĐƯỜNG QUẢNG NGÃI**

Địa chỉ/ Address : **02 NGUYỄN CHÍ THANH, PHƯỜNG QUẢNG PHÚ, THÀNH PHỐ QUẢNG NGÃI, TỈNH QUẢNG NGÃI**

Tên mẫu/ Name of sample : **SỮA ĐẬU NÀNH FAMI NGUYÊN CHẤT VỊ SỮA DỪA**

Số lượng/ Quantity : **1**

Mô tả mẫu/ Sample description : **Mẫu dạng lỏng chứa trong bao bì kín.**

Ngày nhận mẫu/ Date of receiving : **13/03/2021**

Ngày hẹn trả KH/ Date of issue : **22/03/2021**

STT/ No	Chỉ tiêu kiểm nghiệm/ Parameters	Đơn vị tính/ Unit	Kết quả/ Result	Phương pháp/ Test method
1	Pb	mg/Kg	Không phát hiện, MDL = 0,02	CASE.TN.0018 (Ref. AOAC 999.11) (*)

(*) Phương pháp được VILAS công nhận/ Method is accredited by VILAS.
MDL Ngưỡng phát hiện của phương pháp/ Method Detection Limit.

Phụ trách phòng thử nghiệm/
Officer in charge of laboratory

Nguyễn Lâm Kiều Diễm

TL GIÁM ĐỐC/ PP.DIRECTOR
TRƯỞNG PHÒNG/ HEAD OF DIVISION



Trần Đình Hiệp

1/ KẾT QUẢ NÀY CHỈ CÓ GIÁ TRỊ TRÊN MẪU THỬ/ THIS RESULT IS ONLY VALID ON TESTED SAMPLE.

2/ Thông tin về mẫu được ghi theo yêu cầu của khách hàng/ The sample information is written as customer's request.

3/ Không được sao chép toàn bộ hoặc một phần kết quả này dưới bất kỳ hình thức nào nếu không được sự đồng ý bằng văn bản của CASE/
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Vietnam

Add value.
Inspire trust.**Test Report No. VNT/F21/032385P5****Dated 19/03/2021****Phiếu kết quả thử nghiệm số VNT/F21/032385P5****Ngày 19/03/2021**

Applicant : VIETNAM SOYA PRODUCTS COMPANY VINASOY – BRANCH OF
Tên khách hàng : QUANG NGAI SUGAR JOINT STOCK COMPANY
NHÀ MÁY SỮA ĐẬU NÀNH VIỆT NAM VINASOY – CHI NHÁNH
CÔNG TY CỔ PHẦN ĐƯỜNG QUẢNG NGÃI
 No.02, Nguyen Chi Thanh Street, Quang Phu Ward, Quang Ngai City,
 Quang Ngai Province, Viet Nam.
 Số 02 Nguyễn Chí Thanh, Phường Quảng Phú, TP. Quảng Ngãi, Tỉnh
 Quảng Ngãi, Việt Nam.

Date of receiving : 11/03/2021 (17:00)
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 : Liquid sample intact in paper box
Mô tả tình trạng mẫu khi nhận : Mẫu dạng lỏng chứa trong hộp giấy kín nguyên vẹn

Test Period : 11/03/2021 – 19/03/2021
Thời gian thử nghiệm

Name of Sample : FAMI ORIGINAL SOYA MILK - COCONUT MILK FLAVOUR
Tên mẫu : SỮA ĐẬU NÀNH FAMI NGUYÊN CHẤT VỊ SỮA DỪA

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.	Aflatoxin B1	µg/Kg	TPV-LAB-FTP-248	Not detected Không phát hiện	1
2.	Total Aflatoxin (B1, B2, G1, G2)	µg/Kg	TPV-LAB-FTP-248	Not detected Không phát hiện	B1:1 B2:1 G1:1 G2:1
3.	Ochratoxin A	µg/Kg	TPV-LAB-FTP-249	Not detected Không phát hiện	2

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.
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 Tan Phu District, Ho Chi Minh City, Vietnam.

Phone: 084-8-6267 8506
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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/F21/032385P5

Dated 19/03/2021

Phiếu kết quả thử nghiệm số VNT/F21/032385P5

Ngày 19/03/2021



Vietnam

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 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.

6.2 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 fifth month.

6.3 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.

6.4 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.

6.5 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 the client may be liable to pay as a result of providing the services to the client herein.

6.6 Any objections to invoices must be made in writing to TÜV SÜD within the dispute resolution period after receipt of invoice, with reasons stated.

6.7 When a client decides to cancel the order for the Services, the client 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 cancellation and in vice versa, the client agrees to pay the full fee for the Services as the contract.

6.8 For audits, any request for cancellation or postponement of an audit must be given within six weeks in advance of the scheduled audit date, the client will be charged for all Services performed up 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 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

8.1 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

9.1 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

10.1 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





Vietnam

Add value.
Inspire trust.

Test Report No. VNT/F21/032385P2

Dated 19/03/2021

Phiếu kết quả thử nghiệm số VNT/F21/032385P2

Ngày 19/03/2021

Applicant : VIETNAM SOYA PRODUCTS COMPANY VINASOY – BRANCH OF
Tên khách hàng : QUANG NGAI SUGAR JOINT STOCK COMPANY
NHÀ MÁY SỮA ĐẬU NÀNH VIỆT NAM VINASOY – CHI NHÁNH
CÔNG TY CỔ PHẦN ĐƯỜNG QUẢNG NGÃI
No.02, Nguyen Chi Thanh Street, Quang Phu Ward, Quang Ngai City,
Quang Ngai Province, Viet Nam.
Số 02 Nguyễn Chí Thanh, Phường Quảng Phú, TP. Quảng Ngãi, Tỉnh
Quảng Ngãi, Việt Nam.

Date of receiving : 11/03/2021 (17:00)
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 : Liquid sample intact in paper box
Mô tả tình trạng mẫu khi nhận : Mẫu dạng lỏng chứa trong hộp giấy kín nguyên vẹn

Test Period : 11/03/2021 – 19/03/2021
Thời gian thử nghiệm

Name of Sample : FAMI ORIGINAL SOYA MILK - COCONUT MILK FLAVOUR
Tên mẫu : SỮA ĐẬU NÀNH FAMI NGUYÊN CHẤT VỊ SỮA DỪA

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.
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Tan Binh Industrial Park, Tay Thanh Ward,
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Regd. Office:

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Tan Binh Industrial Park, Tay Thanh Ward,
Tan Phu District, Ho Chi Minh City, Vietnam.





Vietnam

Test Report No.VNT/F21/032385P2**Dated 19/03/2021****Phiếu kết quả thử nghiệm số VNT/F21/032385P2****Ngày 19/03/2021****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.	2,4-D	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
2.	Acephate	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
3.	Aldicarb	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
4.	Azinphos-Methyl	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
5.	Azoxystrobin	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
6.	Bentazone	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
7.	Benzovindiflupyr	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
8.	Carbaryl	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
9.	Carbendazim	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
10.	Chlorantraniliprole	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
11.	Chlorpyrifos	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
12.	Clethodim	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
13.	Cycloxydim	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
14.	Cyfluthrin/beta-cyfluthrin	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
15.	Cyproconazole	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
16.	Dicamba	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
17.	Diazinon	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
18.	Difenoconazole	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
19.	Dimethenamid-P	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
20.	Diquat	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.1
21.	Endosulfan	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
22.	Fenitrothion	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
23.	Fenpropathrin	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
24.	Flusilazole	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01

TUV

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Test Report No.VNT/F21/032385P2

Dated 19/03/2021

Phiếu kết quả thử nghiệm số VNT/F21/032385P2

Ngày 19/03/2021

TEST RESULTS/ KẾT QUẢ THỬ NGHIỆM: (Cont'd)

No. STT	Specification Chỉ tiêu	Unit Đơn vị	Method Phương pháp	Result Kết quả	Detection Limit Giới hạn phát hiện
25.	Flutriafol	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
26.	Fluxapyroxad	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
27.	Glufosinate-Ammonium	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.1
28.	Glyphosate	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.1
29.	Haloxyfop	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
30.	Imazamox	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
31.	Indoxacarb	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
32.	Mesotrione	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
33.	Metalaxyl	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
34.	Methamidophos	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
35.	Methomyl	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
36.	Penthiopyrad	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
37.	Permethrin	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
38.	Phorate	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
39.	Propiconazole	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
40.	Prothioconazole	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
41.	Pyraclostrobin	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
42.	Quintozene	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
43.	Spinozad	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
44.	Spirotetramate	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
45.	Sulfoxaflor	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
46.	Tebuconazole	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
47.	Carbofuran	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
48.	Clothianidin	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.05

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Vietnam

Test Report No.VNT/F21/032385P2**Dated 19/03/2021****Phiếu kết quả thử nghiệm số VNT/F21/032385P2****Ngày 19/03/2021****TEST RESULTS/ KẾT QUẢ THỬ NGHIỆM: (Cont'd)**

No. STT	Specification Chỉ tiêu	Unit Đơn vị	Method Phương pháp	Result Kết quả	Detection Limit Giới hạn phát hiện
49.	Cyhalothrin (bao gồm lambda-cyhalothrin)	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
50.	Cypermethrins (bao gồm alpha-and zeta - cypermethrin)	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
51.	Ethoprophos	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
52.	Imazapic	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
53.	Isoxaflutole	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
54.	Novaluron	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01
55.	Tebufenozide	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.05
56.	Trinexapac-ethyl	mg/Kg	TPV-LAB-FTP-296 (Ref. BS EN 15662:2018)	Not detected Không phát hiện	0.01

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

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Vietnam

Test Report No.VNT/F21/032385P2

Dated 19/03/2021

Phiếu kết quả thử nghiệm số VNT/F21/032385P2

Ngày 19/03/2021

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 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 principal.
 - 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 pre-notice period after receipt of invoice, with reasons stated.
 - 6.6 When a client decides to cancel the order for the Services (other than audits), they 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 no fee. Otherwise, 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 the attendance of witnesses 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



Vietnam

Add value.
Inspire trust.

Test Report No. VNT/F21/032385P7

Dated 19/03/2021

Phiếu kết quả thử nghiệm số VNT/F21/032385P7

Ngày 19/03/2021

Applicant : VIETNAM SOYA PRODUCTS COMPANY VINASOY – BRANCH OF
QUANG NGAI SUGAR JOINT STOCK COMPANY
Tên khách hàng : **NHÀ MÁY SỮA ĐẬU NÀNH VIỆT NAM VINASOY – CHI NHÁNH
CÔNG TY CỔ PHẦN ĐƯỜNG QUẢNG NGÃI**
No.02, Nguyen Chi Thanh Street, Quang Phu Ward, Quang Ngai City,
Quang Ngai Province, Viet Nam.
Số 02 Nguyễn Chí Thanh, Phường Quảng Phú, TP. Quảng Ngãi, Tỉnh
Quảng Ngãi, Việt Nam.

Date of receiving : 11/03/2021 (17:00)
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 : Liquid sample intact in paper box
Mô tả tình trạng mẫu khi nhận : *Mẫu dạng lỏng chứa trong hộp giấy kín nguyên vẹn*

Test Period : 11/03/2021 – 19/03/2021
Thời gian thử nghiệm

Name of Sample : FAMI ORIGINAL SOYA MILK - COCONUT MILK FLAVOUR
Tên mẫu : *SỮA ĐẬU NÀNH FAMI NGUYÊN CHẤT VỊ SỮA DỪA*



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.	Melamine	mg/Kg	TPV-LAB-FTP-231 (LC/MS/MS)	Not detected Không phát hiện	0.05

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.





Vietnam

Test Report No.VNT/F21/032385P7

Dated 19/03/2021

Phiếu kết quả thử nghiệm số VNT/F21/032385P7

Ngày 19/03/2021

General Terms and Conditions of Business

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

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- 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.
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 - 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 the disposal.
 - 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 case 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 30 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 review which are important for performance of the order.
 - 7.2 In as far as expert opinions, audit reports and the like that are produced 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 the 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 of 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





Vietnam

Add value.
Inspire trust.

Test Report No VNT/F21/032385P6

Dated 18/03/2021

Phiếu kết quả thử nghiệm số VNT/F21/032385P6

Ngày 18/03/2021

Applicant

Tên khách hàng

VIETNAM SOYA PRODUCTS COMPANY VINASOY – BRANCH OF
QUANG NGAI SUGAR JOINT STOCK COMPANY
NHÀ MÁY SỮA ĐẬU NÀNH VIỆT NAM VINASOY – CHI NHÁNH
CÔNG TY CỔ PHẦN ĐƯỜNG QUẢNG NGÃI
No.02, Nguyen Chi Thanh Street, Quang Phu Ward, Quang Ngai City,
Quang Ngai Province, Viet Nam.
Số 02 Nguyễn Chí Thanh, Phường Quảng Phú, TP. Quảng Ngãi, Tỉnh
Quảng Ngãi, Việt Nam.

Date of receiving

Ngày nhận mẫu

11/03/2021 (17:00)

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

Liquid sample intact in paper box

Mẫu dạng lỏng chứa trong hộp giấy kín nguyên vẹn

Test Period

Thời gian thử nghiệm

11/03/2021 – 18/03/2021

Name of Sample

Tên mẫu

FAMI ORIGINAL SOYA MILK - COCONUT MILK FLAVOUR
SỮA ĐẬU NÀNH FAMI NGUYÊN CHẤT VỊ SỮA DỪA

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.	GMO (Detection of GMO by screening method: Promoter CaMV 35S)	%	Realtime PCR	Not detected Không phát hiện	0.04
2.	GMO (Detection of GMO by screening method: Terminator NOS)	%	Realtime PCR	Not detected Không phát hiện	0.04

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.





Vietnam

Test Report No.VNT/F21/032385P6

Dated 18/03/2021

Phiếu kết quả thử nghiệm số VNT/F21/032385P6

Ngày 18/03/2021

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 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 job 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 non-transferable right of use, if this is required by the underlying purpose of the contract. This grant of copyright protection shall not include the transfer of any other rights; the customer shall, in particular, not be entitled to change processes in case 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





Vietnam

Test Report No VNT/F21/032385P8

Dated 29/03/2021

Phiếu kết quả thử nghiệm số VNT/F21/032385P8

Ngày 29/03/2021

Add value.
Inspire trust.

Applicant

Tên khách hàng

VIETNAM SOYA PRODUCTS COMPANY VINASOY – BRANCH OF
QUANG NGAI SUGAR JOINT STOCK COMPANY
NHÀ MÁY SỮA ĐẬU NÀNH VIỆT NAM VINASOY – CHI NHÁNH
CÔNG TY CỔ PHẦN ĐƯỜNG QUẢNG NGÃI
No.02, Nguyen Chi Thanh Street, Quang Phu Ward, Quang Ngai City,
Quang Ngai Province, Viet Nam.
Số 02 Nguyễn Chí Thanh, Phường Quảng Phú, TP. Quảng Ngãi, Tỉnh
Quảng Ngãi, Việt Nam.

Date of receiving

Ngày nhận mẫu

: 11/03/2021 (17:00)

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

: Liquid sample intact in paper box

Mẫu dạng lỏng chứa trong hộp giấy kín nguyên vẹn

Test Period

Thời gian thử nghiệm

: 11/03/2021 – 19/03/2021

Name of Sample

Tên mẫu

: FAMI ORIGINAL SOYA MILK - COCONUT MILK FLAVOUR
SỮA ĐẬU NÀNH FAMI NGUYÊN CHẤT VỊ SỮA DỪA



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.	Benzoic acid	mg/Kg	Ref. ISO 22855:2008 (HPLC)	Not detected Không phát hiện	4
2.	Sodium benzoate Natri benzoat	mg/Kg	Ref. ISO 22855:2008 (HPLC)	Not detected Không phát hiện	4

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.

P8, P9: These test report were separated and superseded the test report No. VNT/F21/032385P1 dated 19/03/2021 by customer's request.

P8, P9: Những kết quả kiểm nghiệm này được tách ra và thay thế kết quả kiểm nghiệm số VNT/F21/032385P1 ngày 19/03/2021 theo yêu cầu của khách hàng.

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.





Vietnam

Test Report No.VNT/F21/032385P8

Dated 29/03/2021

Phiếu kết quả thử nghiệm số VNT/F21/032385P8

Ngày 29/03/2021

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 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 fundamental 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

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

6.7 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 vice versa, the client agrees to pay the full fee for the Services as the contract.

6.8 For audits, any request for cancellation or postponement of the audit must be given in writing in advance of the scheduled audit date, the client will be charged for all Services performed prior to such cancellation and 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 contractual performance which are important for the 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

8.1 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

9.1 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

10.1 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

