

COAL SUPPLY AGREEMENT
FOR
SUPPLY IMPORTED COAL FOR COMMERCIAL OPERATION OF
DUYEN HAI 3 AND DUYEN HAI 3 EXTENSION THERMAL POWER
PLANTS

Between
Duyen Hai Thermal Power Company (DHTPC)
as the Purchaser

and
[Name of the Seller]
as the Seller

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Part I. Coal Supply Agreement

Vinh Long, 2025

Coal Supply Agreement No. _____/2025/NDDH-...

Package No. 04NH-DH3&DH3MR-2025: Procurement of imported coal for commercial operation of Duyen Hai 3 and Duyen Hai 3 extension Thermal Power Plants

Pursuant to The Civil Code No. 91/2015/QH13 dated November 24, 2015;

Pursuant to the Vietnam Maritime Code No. 95/2015/QH13 dated November 25, 2015 and its guiding regulations;

Pursuant to The Commercial Law No. 36/2005/QH11 dated June 14, 2005 and its guiding regulations;

Pursuant to Law on Electricity No. 61/2024/QH15 dated November 03, 2024 and its guiding regulations;

Pursuant to The Law on Bidding No. 22/2023/QH15 dated June 23, 2023 and any of its amendment;

Pursuant to Decision No. .../QĐ-NĐDH dated of Duyen Hai Thermal Power Company on approval of successful Bidders for the Package No. 04NH-DH3&DH3MR-2025: Procurement of imported coal for commercial operation of Duyen Hai 3 and Duyen Hai 3 extension Thermal Power Plants;

Pursuant to the Minutes of Negotiation Meeting entered into between the Purchaser and the successful Bidder dated

Representatives for the parties to which Agreement include:

PURCHASER: Duyen Hai Thermal Power Company (DHTPC)

Address: Mu U hamlet, Duyen Hai ward, Vinh Long province, Viet Nam

Phone number: +84 0294 3923 222

Fax: +84 0294 3923 243

TIN: 5701662152-009

Representative: Mr. Ngo Van Sy

Position: Director

SELLER:

Address:

Representative:

Position:

Power of Attorney (if any):

TIN:

Phone :

Email :

(the Purchaser and the Seller are individually referred to as “the Party” and collectively as “the Parties”)

The Parties agree to conclude a Coal Supply Agreement with the following contents:

Article 1. Subjects of Agreement

Subjects of this Agreement are the Goods enumerated in the Schedules referred to.

Article 2. Contract documents

Subject to the last paragraph of this Article 2, Contract documents shall follow the following structure:

Part I. The Coal Supply Agreement including the following Schedules, and Amendments or supplements to the Agreement to be entered by the Parties from time to time:

Schedule 1	General
	Schedule 1.1 Power of Attorney and Consortium Agreement (if any)
	Schedule 1.2 Agreement details
Schedule 2	Specifications
Schedule 3	Pricing and Adjustments
Schedule 4	Terms of Payment
Schedule 5	Testing laboratory, Umpire laboratory and Marine surveyor
Schedule 6	Sampling and Analysis Standards
Schedule 7	Sampling, Analysis and Inspection
Schedule 8	Determination of Weight
Schedule 9	Discharging Conditions
Schedule 10	Insurance Requirements
Schedule 11	Performance Bond
Schedule 12	Delivery Schedule

Part II. Minutes of Negotiation Meeting;

Part III. Decision on approval for Bidder selection result;

Part IV. Conditions of Contract;

Part V. Bidding Documents and amending documents thereof;

Part VI. Bid Proposal and clarifying documents thereof provided by the successful Bidder;

Part VII: Procedure for Receiving and Dispatching Coal Vessels/Barges at Duyen Hai Port.

For avoidance of doubt, in the event Part VII: Procedure for Receiving and Dispatching Coal Vessels/Barges at Duyen Hai Port (and its amendment/replacement provisions as applicable from time to time) differs or conflicts with other Parts of the Contract documents, this Part VII: Procedure for Receiving and Dispatching Coal Vessels/Barges at Duyen Hai Port shall prevail over other Parts of the Contract documents.

Article 3. Responsibilities of the Purchaser

Pay the Seller according to the Contract Price prescribed in Schedule 3 of this Agreement with the method of payment specified in Schedule 4; fulfill all duties and obligations mentioned in this Agreement.

Article 4. Responsibilities of the Seller

Provide the Purchaser with all Goods prescribed in this Agreement, and fulfill all duties and obligations mentioned in this Agreement.

Article 5. Contract Price and method of payment

Contract Price: as specified in Schedule 3.

Method of Payment: as specified in Schedule 4.

Article 6. Type of contract: price adjustment.

Article 7. Term: 12 months.

Article 8. Effect of Agreement

This Agreement comes into force from the Effective Date as specified in Clause 1 of Part IV. Conditions of Contract.

The Parties acknowledge that this Coal Supply Agreement was entered into on a fully consensual and willing basis, by each Party in their respective capacity as fully informed commercial parties, and that the Parties fully understand the rights and obligations to which it has entered into herein. The Agreement expires when it is finalized by both parties as prescribed by law.

This Agreement is made into six (06) sets with equal value. The Purchaser shall keep three (03) sets and the Seller shall keep three (03) sets.

**LEGAL REPRESENTATIVE OF
SELLER**

**LEGAL REPRESENTATIVE OF
PURCHASER**

Ngo Van Sy
Director

Schedule 1. General

Schedule 1.1 Power of Attorney and Consortium Agreement (if any)

Schedule 1.2 Contract Details

Item	Details
1. Term (*)	... months from the effective date of the Agreement.
2. Base Coal Price	
3. Base calorific value	4,600 kcal/kg (Net as Received basis)
4. Coal Mine (**)	1. [Name] – [Origin]
5. Load Port	Any port/ anchorage in ...
6. Discharge rate	6,000 tonnes/day (PWWD SHINC)
7. Discharge Port	Duyen Hai Port, Vinh Long Province, Vietnam.
8. Transshipment Anchorage	any safe port/ anchorage in South Vietnam.
9. Contract Base Quantity	... tonnes
10. Maximum Additional Base Quantity	... tonnes
11. Maximum Reduced Base Quantity	... tonnes
12. Quantity Adjustment Rate	As per Clause 7.4
13. Minimum Take Requirement	... tonnes
14. Demurrage	As per Section 7 of Schedule 9
15. Despatch	As per Section 7 of Schedule 9
16. Coal Trader/Coal Exporter/Shipper (**)	1.
17. Method of Payment	Letter of Credit (L/C) or Telegraphic Transfer Remittance (T/T)

(*) Term shall be subjected to actual mobilization of Duyen Hai 3 and Duyen Hai 3 Extension Thermal Power Plants. The Purchaser reserves the Right to extend the Term at any time without any costs.

(**) All proposals for new Coal mine/Coal Trader/Coal Exporter/Shipper except for those set out in Item 4 and 16 of this Schedule 1 by the Seller shall be solely subject to express consent in writing by the Purchaser at the Purchaser's sole discretion and be signed as an Addendum to this Agreement. The Bidder shall provide documents as prescribed in points b1, b2, b3 (for addition of coal mine), or point c (for addition of Coal Trader/Coal Exporter/Shipper) of Section 3.1, Chapter V, Part II of the Bidding Documents for the Purchaser's consideration. For avoidance of doubt, the Seller shall remain fully liable for the timely performance of all of its Delivery obligations as set out in this Agreement notwithstanding any of its proposal to supplement new coal mines/Coal Trader/Coal Producer/Coal Exporter.

Coal to be supplied by the Seller shall be entirely from a single mine. Supply of coal for any shipment from more than one mine is not allowed.

Schedule 2. Specifications

1. Required Specifications

No.	Coal specification	Required Specifications	High Price Reduction Level
1	Total Moisture Content (ARB)	≤ 30.00%	
2	Inherent Moisture Content (ADB)	≤ 20.00%	
3	Ash Content (ADB)	≤ 14.00%	17%
4	Volatile Matter:		
4.1	- Lower limit	≥ 25%	
4.2	- Upper limit	≤ 50%	
5	Total Sulphur Content (ADB)	≤ 0.85%	1.1%
6	Hardgrove Grindability Index:		
6.1	- Lower limit	≥ 36	
6.2	- Upper limit	≤ 60	
7	Ash Fusion Temperatures (Reduction Atmosphere - Initial Deformation)	≥ 1,150°C	
8	Na ₂ O (DB)	≤ 3.00 %	
9	Net Calorific Value (NAR basis, constant pressure):	≥ 4,454 kcal/kg	
10	Coal size:	≤ 100 mm	

2. Typical Specifications

(1)

Description	Unit	Coal properties	
		Coal typical/ reference	Coal Range
Total Moisture Content	% arb		
Proximate analysis			
Inherent Moisture	% adb		
Ash	% adb		
Volatile Matter	% adb		
- Lower limit			
- Upper limit			
Total Sulphur Content	% adb		

Description	Unit	Coal properties	
		Coal typical/ reference	Coal Range
Hardgrove Grindability Index: - Lower limit - Upper limit	HGI		
Caloric value			
Gross Calorific Value (arb)	kcal/kg		
Net Calorific Value (NAR basis) - Minimum limit	kcal/kg		
Ash fusion Temperatures (Reducing Initial Deformation)	°C		
Coal size	mm		

Schedule 3. Pricing and Adjustments

The Invoice Amount with respect to any delivered Cargo shall be calculated as the Invoice Price multiplied by the volume of the relevant Cargo specified in the applicable Certificate of Weight.

The Invoice Price shall be calculated as the Base Coal Price as adjusted in accordance with Sections 2 and 3 of this Schedule 3.

1. Price schedule

Description of Goods	Quantity (tonne)	CIF Price (US\$/tonne)	Break Down of CIF Price			Contract price before taxes (*) (US\$)
			Base Coal Price (FOB Price) (US\$/tonne)	Cargo insurance (US\$/tonne)	Base Freight (US\$/tonne)	
(1)	(2)	(3)=(4)+(5)+(6)	(4)	(5)	(6)	(7)=(2) x(3)
Coal with reference NAR of 4,600 kcal/kg						

(*) Note:

- Actual amount payable subject to deduction of taxes by Purchaser in accordance with the terms of this Agreement.

2. Market Price Adjustment and Coal Calorific Value Adjustment

Pricing and Adjustments are based on “ICI 3 (GAR 5000 NAR 4600” weekly index price with mechanism as follows

Delivered FOB Price = Base Coal Price x (ICID/ICIB) x (ACV/RCV)

Where:

ICID = the simple average value of the ICI 3 (GAR 5000 NAR 4600) Coal Price of Argus/Coalindo as published weekly over a month period immediately prior to the beginning of the calendar month of the first date of Arrival Window of such shipment under the applicable Delivery Schedule, Proposed Delivery Schedule or Revised Delivery Schedule (whichever is binding for the respective Cargo) specified in Clause 7.5 of Part IV-Condition of Contract of this Agreement.

ICIB = the simple average value of the ICI 3 (GAR 5000 NAR 4600) Coal Price as published weekly over a month period in ... (the month closest to the month with time of deadline for submission of the Bid Proposal) which is ... USD/ton according to the Argus/Coalindo Indonesian Coal Index Report Issue ... dated

ACV = the actual net calorific value (as received basis, expressed in kcal/kg) of the coal as set out in the Load Port Certificate of Analysis for Provisional Invoice and Discharge Port Certificate of Analysis for Final Invoice.

RCV = 4,600 kcal/kg.

In case the ACV of the coal greater than 4,900 kcal/kg, the Net Calorific Value applied for payment shall be considered and treated as 4,900 kcal/kg.

- Invoice Price = Delivered FOB Price + Cargo insurance + Freight
- The Invoice Amount with respect to any delivered Cargo shall be calculated as the Invoice Price multiplied by the delivered coal quantity determined as per Schedule 8.

During unloading at Discharge Port, water may be sprayed directly or indirectly by Discharge Port management personnel directly or indirectly on or around the Coal for the purpose of dust prevention solely at their discretion. The Total Sprayed Water Volume of Coal carried by each Mother Vessel and Vessel for Direct Shipment shall both be finally and indisputably determined by Discharge Port management personnel based on readings of the meter installed at the water spray equipment under the witness of the Seller. For avoidance of doubt, the Parties shall sign on the minutes of the readings of the meter installed at the water spray equipment, and in accordance with either of the following provisions (whichever applies):

If the Cargo of Coal is delivered using the Transshipment Shipment Method: The Total Sprayed Water Volume of the Mother Vessel's Cargo shall be calculated as the sum of each Vessel for Transshipment carrying Coal and unloading at Discharge Port. In case the Total Sprayed Water Volume does not exceed 0.5 % of total weight of Coal carried by the Mother Vessel as calculated by the Discharge Port Certificate of Weight, the Total Sprayed Water Volume and each Vessel for Transshipment's Sprayed Water Volume shall be waived and Discharge Port Certificate of Analysis shall be applied for Final Invoice. In case the Total Sprayed Water Volume exceeds 0.5 % of total weight of Coal carried by the Mother Vessel, the Load Port Certificate of Analysis shall be applied for Final Invoice in relation to the "Total Moisture Content (ARB)" and "Net Caloric Value (NAR basis, constant pressure)" values and the documents for final payment stipulated in Schedule 4 shall include Load Port Certificate of Analysis and evidence document stating that the Total Sprayed Water Volume exceeds 0.5 % of total weight of Coal as per Discharge Port Certificate of Weight.

If the Cargo of Coal is delivered using the Direct Shipment Method: The Total Sprayed Water Volume of the Vessel for Direct Shipment's Cargo shall be equal to the Sprayed Water Volume of Vessel for Direct Shipment at Discharge Port. In case the Total Sprayed Water Volume does not exceed 0.5 % of total weight of Coal carried by the Vessel for Direct Shipment as calculated by the Discharge Port Certificate of Weight, the Total Sprayed Water Volume shall be waived and Discharge Port Certificate of Analysis shall be applied for Final Invoice. In case the Total Sprayed Water Volume exceeds 0.5 % of total weight of Coal carried by the Vessel for Direct Shipment, the Load Port Certificate of Analysis shall be applied for Final Invoice in relation to the "Total Moisture Content (ARB)" and "Net Caloric Value (NAR basis, constant pressure)" values and the documents for final payment stipulated in Schedule 4 shall include Load Port Certificate of Analysis

and evidence document stating that the Total Sprayed Water Volume exceeds 0.5% of total weight of coal as per Discharge Port Certificate of Weight.

3. Additional Price and Quantity Adjustments for Non-conforming coal

3.1 Application

The additional price adjustments under this Section 3 shall apply to a Cargo of Non-Conforming Coal in the circumstances prescribed in Section 1.4(a)(ii) of Schedule 7 and Section 1.5 of Schedule 7 or Section 2.4 (a) of Schedule 7.

3.2 Quantity Adjustment for Non-Conforming Coal

The Discounted Invoice Weight:

If this Section 3 applies, Discounted Invoice Weight being paid by the Purchaser in respect of such Cargo of Non-Conforming Coal shall be calculated as follows:

Discounted Invoice Weight = (Lowest weight among the total weight stated in Load Port Certificate of Weight, the total weight stated in Transshipment Anchorage Certificate of Weight (not applied in case of Vessels for Direct Shipment), and the total weight stated in Discharge Port Certificate of Weight) - (Reduction on account of excess Total Moisture) – (Reduction on excess fines of Coal and oversized Coal)

(a) Reduction on account of excess Total Moisture

In case Actual Total Moisture (ARB) as analyzed at Discharge Port exceeds Required Specification for Total Moisture in table 1, schedule 2, then Reduction on account of excess Total Moisture shall be calculated as follows:

Reduction on account of excess Total Moisture = (Lowest weight among the total weight stated in Load Port Certificate of Weight, the total weight stated in Transshipment Anchorage Certificate of Weight (not applied in case of Vessels for Direct Shipment), and the total weight stated in Discharge Port Certificate of Weight) x 2 x [(Actual Total Moisture) – (Required Specification for Total Moisture)] / 100

For Example: if the Actual Total Moisture (ARB) of a Cargo is 31%, the lowest weight among the total weight stated in Load Port Certificate of Weight, the total weight stated in Transshipment Anchorage Certificate of Weight (not applied in case of Vessels for Direct Shipment), and the total weight stated in Discharge Port Certificate of Weight is 55000 tonnes, the Required Specification for Total Moisture is 30%, then Reduction on account of excess Total Moisture in Metric Tonne (MT) would be $55000 \times 2 \times (31 - 30) / 100 = 1100$ MT.

Where Required Specifications for Total Moisture and Actual Total Moisture are expressed in percentages (%).

(b) Reduction on excess Fines of Coal and oversized Coal

In case any oversized Coal (size coal > 100mm) is found in Discharge Port Analysis, then the Reduction on oversized Coal shall be calculated as follows:

Reduction on excess Fines of Coal and oversized Coal = (Lowest weight among the total weight stated in Load Port Certificate of Weight, the total weight stated in Transshipment Anchorage Certificate of Weight (not applied in case of Vessels for Direct Shipment), and the total weight stated in Discharge Port Certificate of Weight) x 2 x (Actual Fines of Coal Size > 100mm) / 100

For Example: if Actual Fines of Coal Size > 100mm of a Cargo is 0.1%, the lowest weight among the total weight stated in Load Port Certificate of Weight, the total weight stated in Transshipment Anchorage Certificate of Weight (not applied in case of Vessels for Direct Shipment), and the total weight stated in Discharge Port Certificate of Weight is 55000 tonnes, then Reduction on oversized Coal in Metric Tonne (MT) would be $55000 \times 2 \times 0.1 / 100 = 110$ MT.

Where Actual Fines of Coal Size > 100mm is expressed in percentages (%)

3.3. Price Adjustment for Non-Conforming Coal

The Discounted Invoice Price:

If this Section 3 applies, Discounted Invoice Price being paid by the Purchaser in respect of such Cargo of Non-Conforming Coal (Discounted Invoice Price) shall be calculated as follows:

Discounted Invoice Price = Delivered FOB Price – (Reduction on excess Ash + Reduction on excess Sulphur + Reduction on Volatile Matter + Reduction on HGI + Reduction on low AFT + Reduction on low Net Calorific Value + Reduction on high Sub-lot Difference + Reduction on excess Na₂O) + Cargo insurance + Freight

Where:

- Delivered FOB Price has the meaning given in Section 2 of this Schedule 3.

- The Reduction on excess Ash, Reduction on excess Sulphur, Reduction on Volatile Matter, Reduction on HGI, Reduction on low AFT, Reduction on low Net Calorific Value and Reduction on high Sub-lot Difference shall be calculated as follows:

(a) Reduction on excess Ash:

(a1) If the Actual Ash (ADB) exceeds (>) the Required Specification for Ash but less than or equal to (\leq) the High Price Reduction Level for Ash in Table 1, Schedule 2, then the Reduction on excess Ash shall be calculated as follows:

Reduction on excess Ash = Delivered FOB Price x 1.5 x [(Actual Ash Value) – (Required Specification for Ash)] / 100

For Example: if the Actual Ash (ADB) of a Cargo is 15%, the Delivery FOB

Price is 70 USD/MT, the Required Specification for Ash is 14% then Reduction on excess Ash per Metric Tonne (MT) would be $70 \times 1.5 \times (15 - 14) / 100 = 1.05$ USD/MT.

- (a2) If the Actual Ash (ADB) exceeds ($>$) the High Price Reduction Level for Ash in Table 1, Schedule 2, then the Reduction on excess Ash shall be calculated as follows:

Reduction on excess Ash = Delivered FOB Price \times 1.5 \times [(High Price Reduction Level for Ash) – (Required Specification for Ash)] / 100 + Delivered FOB Price \times 15 \times [(Actual Ash Value) – (High Price Reduction Level for Ash)] / 100

For Example: if the Actual Ash (ADB) of a Cargo is 18%, the Delivery FOB Price is 70 USD/MT, the Required Specification for Ash is 14%, the High Price Reduction Level for Ash is 17%, then Reduction on excess Ash per MT would be: $70 \times 1.5 \times (17 - 14) / 100 + 70 \times 15 \times (18 - 17) / 100 = 3.15 + 10.5 = 13.65$ USD/MT.

Where the Actual Ash Value, the Required Specification for Ash and High Price Reduction Level for Ash are expressed in percentages (%).

- (b) Reduction on excess Sulphur:

- (b1) If the Actual Sulphur (ADB) exceeds ($>$) the Required Specification for Sulphur but less than or equal to (\leq) the High Price Reduction Level for Sulphur in Table 1, Schedule 2, then the Reduction on excess Sulphur shall be calculated as follows:

Reduction on excess Sulphur = Delivered FOB Price \times 1.5 \times [(Actual Sulphur Value) – (Required Specification for Sulphur)] / 10

For Example: if the Actual Sulphur (ADB) of a Cargo is 0.95 %, the Delivery FOB Price is 70USD/MT, the Required Specification for Sulphur is 0.85%, then Reduction on excess Sulphur per MT would be $70 \times 1.5 \times (0.95 - 0.85) / 10 = 1.05$ USD/MT.

- (b2) If the Actual Sulphur (ADB) exceeds ($>$) the High Price Reduction Level for Sulphur in table 1, schedule 2, then the Reduction on excess Sulphur shall be calculated as follows:

Reduction on excess Sulphur = Delivered FOB Price \times 1.5 \times [(High Price Reduction Level for Sulphur) – (Required Specification for Sulphur)] / 10 + Delivered FOB Price \times 3 \times [(Actual Sulphur Value) – (High Price Reduction Level for Sulphur)] / 10

For Example: if the Actual Sulphur (ADB) of a Cargo is 1.2 %, the Delivered FOB Price is 70 USD/MT, the Required Specification for Sulphur is 0.85%, the High Price Reduction Level for Sulphur is 1.1% then Reduction on excess Sulphur per MT would be: $70 \times 1.5 \times (1.1 - 0.85) / 10 + 70 \times 3 \times (1.2 - 1.1) / 10 = 4.725$ USD/MT.

Where the Actual Sulphur Value, the Required Specification for Sulphur and High Price Reduction Level for Sulphur are expressed in percentages (%)

(c) Reduction on Volatile Matter:

If the Actual Volatile Matter is less (<) than the Minimum Requirement for Volatile Matter in table 1, schedule 2, then the Reduction on Volatile Matter shall be:

$$\text{Reduction on Volatile Matter} = [(\text{Minimum Requirement for Volatile Matter}) - (\text{Actual Volatile Matter})] \times \text{USD}0.15/\text{MT}$$

For Example: if the actual Volatile Matter (ADB) of a Cargo is 24%, the Minimum Requirement for Volatile Matter is 25% then Reduction on less (<) than the Minimum Requirement for Volatile Matter per MT would be $(25 - 24) \times 0.15 = 0.15 \text{ USD/MT}$.

If the Actual Volatile Matter is over (>) than the Maximum Requirement for Volatile Matter in table 1, schedule 2, then the Reduction on Volatile Matter shall be:

$$\text{Reduction on Volatile Matter} = [(\text{Actual Volatile Matter}) - (\text{Maximum Requirement for Volatile Matter})] \times \text{USD } 0.1/\text{MT}$$

For Example: if the actual Volatile Matter (ADB) of a Cargo is 51%, the Maximum Requirement for Volatile Matter is 50% then Reduction on excess Volatile Matter per MT would be $(51 - 50) \times 0.1 = 0.1 \text{ USD/MT}$.

Where the Actual Volatile Matter, Minimum and Maximum Requirements for Volatile Matter are expressed in percentages (%)

(d) Reduction on Hardgrove Grindability Index (HGI):

If the Actual HGI is less (<) than the Minimum Requirement for HGI in table 1, schedule 2, then the Reduction on HGI shall be:

$$\text{Reduction on HGI} = (\text{Minimum Requirement for HGI} - \text{Actual HGI}) \times \text{USD}0.15/\text{MT}$$

For Example: if the actual HGI of a Cargo is 35, the Minimum Requirement for HGI is 36 then Reduction on HGI per MT would be $(36 - 35) \times 0.15 = 0.15 \text{ USD/MT}$.

If the Actual HGI is higher (>) than the Maximum Requirement for HGI in table 1, schedule 2, then the Reduction on HGI shall be:

$$\text{Reduction on HGI} = (\text{Actual HGI} - \text{Maximum Requirement for HGI}) \times \text{USD}0.10/\text{MT}$$

For Example: if the actual HGI of a Cargo is 61, the Maximum Requirement for HGI is 60 then Reduction on HGI per MT would be $(61 - 60) \times 0.10 = 0.10 \text{ USD/MT}$.

(e) Reduction on low Ash Fusion Temperature (Reducing Atmosphere) Initial

Deformation (IDT) (AFT):

If the Actual AFT is less (<) than the Required Specification for AFT in table 1, schedule 2, then the Reduction on low AFT shall be calculated as follows:

Reduction on low AFT = [(Required Specification of AFT) - (Actual AFT)] x USD0.01 / Tonne

For Example: if the actual AFT of a Cargo is 1050 °C, the Required Specification for AFT is 1150 °C then Reduction on low AFT per MT would be (1150 - 1050) x 0.01 = 1.00 USD/MT.

Where the Actual AFT and Required Specification for AFT are expressed in °C.

(f) Reduction on low Net Calorific Value (NCV):

If the Actual Calorific Value (ACV) is less (<) than the Minimum Required Specification for Net Calorific Value in table 1, schedule 2, then the Reduction on low NCV shall be calculated as follows:

In case Net Calorific Value is lower than Minimum Required Specification, from (\geq) 4400 kcal/kg to under (<) 4454 kcal/kg:

Reduction on low NCV = 2 x (Delivered FOB Price) x [(Minimum Required Specification for Net Calorific Value) - (ACV)] / (Base Calorific Value)

For Example: if the actual NCV of a Cargo is 4404 kcal/kg, the Delivery FOB Price is 70 USD/MT, the Minimum Required Specification for Net Calorific Value is 4454 kcal/kg then Reduction on low NCV per MT would be 2 x 70 x (4454 - 4404) / 4600 = 1.52 USD/MT.

In case Net Calorific Value is from (\geq) 4000 kcal/kg to under (<) 4400 kcal/kg:

Reduction on low NCV = 4x (Delivered FOB Price) x [(Minimum Required Specification for Net Calorific Value) - (ACV)] / (Base Calorific Value)

For Example: if the actual NCV of a Cargo is 4304 kcal/kg, the Delivery FOB Price is 70 USD/MT, the Minimum Required Specification for Net Calorific Value is 4454 kcal/kg then Reduction on low NCV per MT would be 4 x 70 x (4454 - 4304) / 4600 = 9.13 USD/MT.

In case Net Calorific Value is lower (<) than 4000 kcal/kg:

Reduction on low NCV = 6 x (Delivered FOB Price) x [(Minimum Required Specification for Net Calorific Value) - (ACV)] / (Base Calorific Value)

For Example: if the actual NCV of a Cargo is 3904 kcal/kg, the Delivery FOB Price is 70 USD/MT, the Minimum Required Specification for Net Calorific Value is 4454 kcal/kg then Reduction on low NCV per MT would be 6 x 70 x (4454 - 3904) / 4600 = 50.2 USD/MT.

Where Minimum Required Specification for Net Calorific Value, ACV and Base Calorific Value are expressed in kcal/kg NAR.

- (g) Reduction on high Sub-lot Difference: The Sub-lot Difference shall be measured on the sampling of every sub-lot of Vessel for Transshipment/Vessel for Direct Shipment (as applicable). For each Cargo, the difference in Net Calorific Value between each sub-lot (Q_{netk} , kcal/kg) and the sub-lot with maximum Net Calorific Value (Q_{netmax} , kcal/kg) in the same shipment exceeds 300 kcal/kg, the Reduction on high Sub-lot Difference of such Cargo shall be calculated as follow:

$$\text{Reduction on high Sub-lot Difference} = \sum_{k=1}^n FOB_{sub-lotk} (USD/MT)$$

Where:

k: the ordinal number of sub-lots that do not satisfy the high Sub-lot Difference in respect of Net calorific value

n: total number of sub-lots of the shipment that do not satisfy the high Sub-lot Difference in respect of Net calorific value.

$FOB_{sub-lotk}$: Reduction adjustment of FOB price for sub-lot k that does not satisfy the high Sub-lot Difference. A reduction adjustment of FOB price for sub-lot k is calculated as follows:

$$FOB_{sub-lotk} = 2 \times \text{Delivered FOB Price} \times \left[\frac{(Q_{net_{max}} - Q_{net_k}) - 300}{Q_{net_{base}}} \right] \times \left[\frac{M_{sub-lot_k}}{M_{total}} \right]$$

Where:

- Q_{net_k} : Net calorific value of sub-lot k that does not satisfy the high Sub-lot Difference
- $Q_{net_{base}}$: Base Net Calorific Value of 4,600 kcal/kg
- $M_{sub-lot_k}$: Weight as per the Discharge Port COA of sub-lot k that does not satisfy the high Sub-lot Difference
- M_{total} : Total quantity as per the Discharge Port COA of the shipment that violates the high Sub-lot Difference in respect of Net calorific values.

The following example gives details about price adjustment for a shipment that violate the high Sub-lot Difference:

Suppose that in a shipment there are 02 sub-lots violating the high Sub-lot Difference as set out above, i.e. Sub-lot 1 violates with Q_{net_1} , $M_{sub-lot_1}$ and Sub-lot 2 violates with Q_{net_2} , $M_{sub-lot_2}$. Details are described in the below table:			
Ref. No.	Criteria	Value	Unit
(1)	Delivered FOB price	70	USD/MT
(2)	$Q_{net_{max}}$	4,800	kcal/kg
(3)	$Q_{net_{base}}$	4,600	kcal/kg

(4)	Qnet ₁	4,200	kcal/kg
(5)	Qnet ₂	4,100	kcal/kg
(6)	Msub-lot ₁	5,000	MT
(7)	Msub-lot ₂	5,000	MT
(8)	M _{total}	70,000	MT
(9)	FOBsub-lot ₁ (9) = 2 x (70) x [(4,800) – (4,200) – 300]/(4,600) x [(5,000)/(70,000)]	0.65	USD/MT
(10)	FOBsub-lot ₂ (10) = 2 x (70) x [(4,800) – (4,100) – 300]/(4,600) x [(5,000)/(70,000)]	0.87	USD/MT
(11)	Total FOB _{sub-lot} (<i>Delivered</i> FOB _{sub-lot}) (11) = (9) + (10)	1.52	USD/MT

- (h) Reduction on excess Na₂O: If the Actual Na₂O (DB) exceeds (>) the Required Specification for Na₂O (DB) in Table 1 Schedule 2, then the Reduction on excess Na₂O (DB) shall be calculated as follows:

Reduction on excess Na₂O = Delivered FOB Price x [(Actual Na₂O Value) - (Required Specification for Na₂O)] / 100

For Example: if the Actual Na₂O (DB) of a Cargo is 4%, the Delivery FOB Price is 70 USD/MT, the Required Specification for Na₂O (DB) is ≤3% then Reduction on excess Na₂O (DB) per Metric Tonne (MT) would be 70 x (4 - 3) / 100 = 0.7 USD/MT

Where the Actual Na₂O (DB) Value and Required Specification for Na₂O (DB) are expressed as percentages (%).

3.4. The Discounted Invoice Amount is calculated as follows:

The Discounted Invoice Amount = Discounted Invoice Price x Discounted Invoice Weight

Schedule 4. Terms of payment

A1. Letter of Credit (L/C)

1. Mode of Payments

If Letter of Credit is specified as the payment method in Schedule 1 Item 17, payments shall be made under an irrevocable at sight Letter of Credit (the “**Letter of Credit**”) issued by an issuing bank elected by the Purchaser in accordance with this Section 2 and 3 of Schedule 4, against presentation by the Seller of compliant documents. The Letter of Credit shall cover the payment for 100% of the CIF value of the Cargo to be delivered hereunder and allowing a tolerance of +/- 10% (plus/minus ten percent). The Letter of Credit shall allow underdrawings and overdrawings because of adjustment of price as mentioned in Section 5 of Schedule 4. In all cases, the total payment value must not exceed the value of the LC/amended LC +/-10% (plus/minus ten percent).

To avoid any doubt, in case the issued Letter of Credit needs to be revised as Seller’s request and this revision is not attributable to the Purchaser or otherwise arose directly out of the Purchaser’s mistake, the revision of this Letter of Credit shall not release, ease or change the Seller’s obligation(s) to comply with the Delivery Schedule, Proposed Delivery Schedule (if binding) or Revised Delivery Schedule specified in Clause 7.5 of Part IV- Condition of Contract.

2. Invoice and payment

- (a) Based on a provisional price determined under Section 5 of Schedule 4, the quantity of Coal nominated by the Purchaser and the Typical Specifications for Cargo of each month to be delivered under this Agreement, the Seller shall, not less than twelve (12) days prior to the first day of the Load Port laycan for the relevant Cargo, submit to the Purchaser a proforma invoice specifying the estimated purchase price for the Cargo (the “**Proforma Invoice**”).
- (b) Based on the Proforma Invoice, the Purchaser shall, for each and every Cargo shipment which was agreed to be delivered under this Agreement set out in the Delivery Schedule, Proposed Delivery Schedule (if binding) or Revised Delivery Schedule, no later than the latter of (i) ten (10) days prior to the first day of Load Port Laycan of the corresponding Cargo shipment or (ii) 05 (five) Business Days from the date the Purchaser received Proforma Invoice, open Letter of Credit in favor of the Seller. For avoidance of any doubt, in case the Seller does not submit or fails to submit the Proforma Invoice within the time period set out in Section 2 (a) of Schedule 4, resulting in the Letter of Credit not being issued or issued late, this shall not waive, release, ease or change the Seller’s obligation(s) to comply with the Delivery Schedule or Revised Delivery Schedule specified in Clause 7.5 of Part IV-Condition of Contract.

In case the Letter of Credit with respect to any Cargo shipment fails to be opened within the time period sets out in this Section 2 (b) of Schedule 4 as a result of the Purchaser's failure, the Seller shall have the right not to load Cargo unless and until it is available with the Seller's appointed advising bank and Arrival Window of such Cargo shall be automatically adjusted for each day which the Seller elects to not load Cargo. In such case, the "Penalties" (if any) shall be applied only to adjusted Arrival Window.

In case the Letter of Credit in respect of any Cargo fails to be opened after ten (10) Business Days after the passing of the time period set out in the first paragraph of this Section 2 (b) of Schedule 4 that is attributable to the Purchaser's failure, then the "Penalties" (if any) shall be waived for such Cargo.

- (c) The Letter of Credit, for each shipment of loading as agreed in Schedule 12 to be delivered under this Agreement, must:
- (i) be valid sixty (60) Business Days from the date of issuance subject to extension/amendment in accordance with the Parties' agreement;
 - (ii) be issued in conformity with the Uniform Customs and Practice for Documentary Credits (2007 Revision) published by the ICC (International Chamber of Commerce);
 - (iv) provide for the Seller to obtain payment of the Invoice Amount for the delivered Cargo upon presentation at the Purchaser's appointed issuing bank of the Provisional Invoice/Final Invoice enclosing all the Shipping Documentation with respect to the delivered Cargo in accordance with Section 2.2 and Section 3 of this Schedule;
 - (v) Allow for transshipment.
- (d) All charges imposed by the Purchaser's appointed issuing bank relating to the Letter of Credit shall be for Purchaser's account.
- (e) All charges imposed by the Seller's appointed advising bank relating to the Letter of Credit, including confirmation charges, shall be for the Seller's account.
- (f) If, following the determination of the Final Purchase Price, a Letter of Credit is insufficient with respect to any Cargoes, the Purchaser shall, within five (05) Business Days, arrange for an amendment to, or replacement of, the Letter of Credit or the issuance of a replacement Letter of Credit sufficient to make payment in full;
- (g) In addition to the provisions in point (f) above, the Seller's written requests for amendments to the Letter of Credit will be considered and amended by the Purchaser within five (05) Business Days in case the Purchaser accepts the Seller's request.

2.1 For each shipment not rejected by the Purchaser, within five (05) Business Days after Bill of Lading issued, the Seller shall:

Deliver to the Purchaser a Provisional Invoice and a set of all supporting documents listed in Section 2.2;

2.2 For each shipment, supporting documents shall be as follows:

- (i) the Invoice must include followings:
 - (A) the type and origin of the delivered Coal;
 - (B) the Load Port;
 - (C) the name of the Nominated Mother Vessel in case of Transshipment Shipment Method, or Nominated Vessel for Direct Shipment in case of the Direct Shipment Method;
 - (D) the Bill of Lading number and date;
 - (E) the Invoice Price of the Coal (or, if applicable, the Discounted Invoice Price);
 - (F) the Invoice Weight (or, if applicable, the Discounted Invoice Weight); and
 - (G) the Invoice Amount (or, if applicable, the Discounted Invoice Amount): be for 100% of the Purchase Price for the shipment.
- (ii) the confirmation letter issued by the Seller which states reference number and date of e-COO form D issued by the competent Governmental Agency, name of exporter, name of vessel, quantity, and departure date or one (01) photocopy of paper COO form D issued by the Competent Authority (in case E-COO form D unable to be shown in Vietnam Customs);
- (iii) the Load Port Certificate of Analysis;
- (iv) the Marine Cargo Insurance Certificates stipulated in Schedule 10. Insurance Requirement;
- (v) the Load Port Certificate of Weight; and
- (vi) the Bill of Lading signed by the master of the Mother Vessel or his authorized agent,
- (vii) the Statement of Binding Delivery Schedule applicable for that Delivery Month executed by both the Seller and Purchaser

(collectively, “**L/C Shipping Documentations**” and individually each an “L/C Shipping Documentation”)

For each Cargo shipment, the Seller shall ensure that each of the above L/C Shipping Documentation are accurate, valid, will be acceptable and uncontested by competent customs authorities at all times. The Seller shall correct any issue with the L/C Shipping Documentation within a period of 5 Business Days from

the date it becomes or should have reasonably become aware of such issue. Until the L/C Shipping Documentation issue has been fully cured by the Seller, the Purchaser's payment obligation to the Seller with respect to such Cargo shipment shall be deemed to be suspended.

2.3 *Payment*

The payment (80% of Invoice Amount) will be made upon submission of the Seller of the application for payment with the following supporting documents as conditions precedent:

- a) One (01) original and two (02) copies of the Provisional Invoice/ or VAT invoice without tax; and attached together three (03) original statements signed by the Seller stipulating the way to calculate the VAT invoice without tax;
- b) One (01) original and two (02) copies of the Load Port Certificate of Analysis;
- c) One (01) original confirmation letter issued by the Seller which states reference number and date of e-COO form D issued by the competent Governmental Agency, name of exporter, name of vessel, quantity, and departure date.
- d) One (01) original and two (02) copies of the Load Port Certificate of Weight;
- e) (3/3) Full set of Original 'Clean on Board' Bill of Lading and two (02) non-negotiable copies, made out to order, blank endorsed or "made out to order of issuing bank, endorsement" and marked "Freight payable as per Charter Party".
 - Consignee: To order.
 - Notify address: Duyen Hai Thermal Power Company (DHTPC)
Address: Mu U hamlet, Duyen Hai ward, Vinh Long province, Viet Nam .
 - Shipper: coal mine/ coal producer/coal exporter specified in Schedule 1 or supplemented coal mine (s)/ coal producer(s)/coal exporter(s) subject to Purchaser's prior written approval.
- f) One (01) original and two (02) copies of valid Insurance Certificate covering at least 110 percent of invoice value of respective shipment, showing claim payable in Vietnam.
- g) One (01) original of Request for payment in which the Seller requests the Purchaser to make payment of 80% of Invoice Amount.
- h) One (01) copy of the Statement of Binding Delivery Schedule applicable for that Delivery Month executed by both the Seller and Purchaser.
- i) One (01) copy of the exchange rate of JSC Bank for Foreign Trade of Vietnam (Vietcombank head office) published online showing the selling

rate of USD of the date of issuing the Bill of Lading (Exchange rate last updated on the Bill of Lading date) .

3. Final Invoice and Payment

- a) Except where there's a dispute on invoice price, within three (03) Business Days of receiving the Discharge Port Certificate of Analysis, the Seller shall send to the Purchaser an invoice ("**Final Invoice**"); the Final Invoice must be sent by email to the Purchaser within one (01) Business Day from Final Invoice date for customs purpose;
- b) For each Cargo shipment, the Final Invoice must include followings:
 - i) Date and number of the Final Invoice of the respective shipment;
 - ii) Invoice Price;
 - iii) Final Invoice Amount, which is based on Discharge Port Certificate of Analysis (or, if applicable, Umpire Certificate of Analysis) and the delivered coal quantity determined as per Schedule 8, shall be calculated as the Discounted Invoice Amount as adjusted in accordance with the Schedule 3.
 - iv) The Remaining Amount of Final Invoice, which is the difference between the Final Invoice Amount and eighty percent (80%) of Invoice Amount of the Provisional Invoice.
- c) In the event of no dispute on Final Invoice Amount, the remaining amount payable to the Seller is the Remaining Amount of Final Invoice after deduction of any amount receivable from the Seller or the amounts that the Purchaser pays on behalf of the Seller (if any). The payment of the remaining amount will be made upon submission of the Seller of the application for payment with the following supporting documents:
 - i) One (01) original and two (02) copies of Final Invoice/ or (Adjusted VAT Invoice without tax); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the Final invoice;
 - ii) One (01) set of applied shipment analysis document for final purchased price including one (01) copy of Discharge Port Certificate(s) of Analysis and/or one (01) copy of Umpire Certificate of Analysis and/or one (01) copy of Minutes of Meeting regarding Accepted Coal Properties and Final Purchase Price of the Shipment signed by the Purchaser and the Seller;
 - iii) One (01) copy of Discharge Port Certificate of Weight;
 - iv) One (01) copy of Transshipment Anchorage Certificate of Weight (not applied in case of Direct Shipment);
 - v) One (01) copy of the Load Port Certificate of Analysis including "Ash Analysis" and "Ultimate Analysis" and/or a trace element analysis in accordance with Section 1.2 (b) of Schedule 7;
 - (vi) One (01) copy of Certificate of confirmation for the Drawing Amount

signed by the Purchaser. The Drawing Amount payable to the Seller is the difference between Final Purchase Price and eighty percent (80%) of Invoice Amount of the Provisional Invoice after deduction (if any) of any amount receivable from the Seller or any amount that the Purchaser pays on behalf of the Seller (for the respective shipment and/or other shipments under this CSA at the Purchaser's sole discretion);

Within five (05) Business Days from the date receiving the Final Invoice via email, the Purchaser shall send a copy of Certificate of confirmation for the Drawing Amount signed by the Purchaser. In case the Purchaser does not send the copy of Purchaser's Certificate of confirmation for the Drawing Amount within above mentioned five (05) Business Days, the Seller has the right to claim the Purchaser to pay the late payment interest on the late Drawing Amount from the confirmation due date until the date of sending the Purchaser's Certificate of confirmation for the Drawing Amount via email with the interest rate equal to 150% of the average 12-month term deposit interest rate of four (04) banks including Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank), Vietnam Joint Stock Commercial Bank For Industry And Trade (VietinBank), Joint Stock Commercial Bank for Investment and Development of Vietnam (BIDV) and Vietnam Bank for Agriculture and Rural Development (Agribank) at the time of payment.

The late payment interest (if any) shall be paid through Telegraphic Transfer Remittance (T/T) to Seller's account not later than 5:00 p.m. (local time) within fifteen (15) Business Days from the date all Parties sign the Minutes on the agreed late payment interest amount.

For avoidance of doubt, the late payment interest of the Drawing Amount (if any) shall be calculated as provided in item (vi) of Section 3, Schedule 4.

For avoidance of doubt, in case Umpire Certificate of Analysis is issued for the shipment in accordance with Section 2.2, Schedule 7, the Purchaser shall make payment of Final Invoice in accordance with Minutes of meeting regarding Accepted Coal Properties and Final Purchase Price as provided in Section 3, Schedule 7 and within five (05) Business Days from the date the Minutes of meeting regarding Accepted Coal Properties and Final Purchase Price of the shipment signed by both Parties, the Seller shall deliver to the Purchaser the Final Invoice.

The format and details required under the Provisional Invoice and Final Invoice shall be mutually agreed between the Purchaser and Seller.

- d) In the event of a dispute on Final Invoice Amount, both Parties shall hold the meeting to reach a consent on Second Invoice Amount for the disputed shipment; and the Seller shall deliver to the Purchaser an Invoice ("**Second Invoice**"). The Second Invoice and attached together statements signed by the Seller stipulated the way to calculate the Second Invoice must be sent by

email to the Purchaser within one (01) Business Day from the Second Invoice date.

For the disputed Vessel, the Second Invoice must include followings:

- (i) Date and number of the Second Invoice of the disputed Vessel; and
- (ii) Amount of the Second Invoice shall be calculated as Invoice Amount (or, if applicable, the Discounted Invoice Amount) which is based on Discharge Port Certificate of Analysis and the quantity determined according to Schedule 8 of disputed Vessel; and
- (iii) Invoice Price.

The second payment will be made upon submission of the Seller of the application for payment with the following supporting documents:

- (i) One (01) original and two (02) copies of Second Invoice (or Adjusted VAT Invoice without tax); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the Second Invoice; and
- (ii) One (01) copy of Discharge Port Certificate of Analysis; and
- (iii) One (01) copy of Discharge Port Certificate of Weight; and
- (iv) One (01) copy of Transshipment Anchorage Certificate of Weight (not applied in case of Direct Shipment);
- (v) One (01) copy of Certificate of confirmation for the Drawing Amount signed by the Purchaser to be temporarily paid. In which, the Drawing Amount to be secondly paid is the difference between the Second Invoice Amount and eighty percent (80%) Invoice Amount of the Provisional Invoice after deduction (if any) of any amount receivable from the Seller or any amount that the Purchaser pays on behalf of the Seller (for the respective shipment and/or other shipments under this CSA at the Purchaser's sole discretion).

Within six (06) Business Days from the date receiving the Final Invoice via email, the Purchaser shall send a copy of the Purchaser's Certificate of confirmation for the Drawing Amount. In case the Purchaser does not send the copy of Purchaser's Certificate of confirmation for the Drawing Amount within above mentioned six (06) Business Days, the Seller has the right to claim the Purchaser to pay the late payment interest on the late Drawing Amount from the confirmation due date until the date of sending Purchaser's Certificate of confirmation for the Drawing Amount via email with the interest rate equal to 150% of the average 12-month term deposit interest rate of four (04) banks including Joint Stock Commercial Bank for Foreign Trade of Vietnam (Vietcombank), Vietnam Joint Stock Commercial Bank For Industry And Trade (VietinBank), Joint Stock Commercial Bank for Investment

and Development of Vietnam (BIDV) and Vietnam Bank for Agriculture and Rural Development (Agribank) at the time of payment.

The late payment interest (if any) shall be paid through Telegraphic Transfer Remittance (T/T) to Seller's account not later 5:00 p.m. (local time) within fifteen (15) Business Days from the date all Parties sign the Minutes on the agreed late payment interest amount.

For avoidance of doubt, the late payment interest of the Drawing Amount (if any) shall be calculated as provided in item (v) of Section 3, Schedule 4; and

- (vi) One (01) copy Minutes of Meeting regarding Second Invoice Amount signed and sealed by the Seller and the Purchaser; and
- (vii) One (01) original of the request for payment of the Remaining Amount to be secondly paid signed and sealed by the Seller.

The remaining dispute amount after first and second payment shall be paid after Parties agree final settlement on the dispute. The payment(s) for the remaining dispute amount to be paid shall be made through telegraphic transfer remittance (T/T) to Seller's account/Purchaser's account within ten (10) Business days from the date that the Purchaser receiving the full and valid hard copy of payment documents as follows:

- (i) One (01) original and two (02) copies of Final Invoice / or (Adjusted VAT Invoice without tax); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the Final Invoice; and
- (ii) One (01) copy of Discharge Port Certificate of Analysis; and
- (iii) One (01) copy of Discharge Port Certificate of Weight; and one (01) copy of Transshipment Anchorage Certificate of Weight (not applied in case of Direct Shipment); and
- (iv) One (01) original of Umpire Certificate of Analysis; and
- (v) One (01) copy of Minutes of Meeting regarding Accepted Coal Properties and Final Purchase Price of the Shipment signed and sealed by the Seller and the Purchaser; and
- (vi) One (01) original of the request for payment of the final settled amount after having Final Invoice Amount to be paid signed and sealed by the Seller.

Final Invoice/Adjusted Invoice must be sent by the Seller to the Purchaser via email within 01 Business Day from the date of issue on the Invoice.

- e) If the Remaining Amount is a negative amount, the payments for the Remaining Amount shall be made through telegraphic transfer remittance (T/T) to Purchaser's account within ten (10) Business days from the Final

Invoice date or under an irrevocable at sight Letter of Credit of the final payment for any next shipments by unilateral deducting from payable amount to Seller. If the amount payable by the Seller to the Purchaser is not sufficient, the Purchaser reserves the right to deduct the negative amount from the Performance Bond..

- f) In case COO(s) are rejected by Vietnam Customs Authority according to Clause 36, for the last shipment of this Agreement, the Purchaser shall withhold the total amount of import tax of the shipments that COO(s) form D is rejected (Import Tax Withheld). The Import Tax Withheld shall be reimbursed/released (if any) via Telegraphic Transfer to the Seller within sixty (60) days after the valid revised COO has been provided and accepted by Vietnam Customs Authority. In case the Seller cannot provide the valid revised COO or the valid revised COO provided is not workable due to late submission to Vietnam Customs Authority, the Import Tax Withheld shall not be returned to the Seller.
- g) In case the Seller disagrees with Certificate of Analysis at Discharge Port and requests the Umpire Analysis, the Purchaser shall make payment of Second Invoice in accordance with section 3 d) Schedule 4 and Final Invoice in accordance with Section 3 of Schedule 7.

4. Calculation and payment of penalties and demurrage/despatch

- a) **Calculation of Demurrage:** Within [10] days from completion of discharging at Discharge port of the last Vessel for Direct Shipment/Vessel for Transshipment of each Delivery Month, the Seller shall calculate and send to the Purchaser the value of demurrage for such Delivery Month. Any demurrage calculation shall only be valid and be considered by the Purchaser if it fully complies with the provision of Section 7 of Schedule 9. If the Seller fails to issue a claim for demurrage together with all required evidence in this paragraph within the period of 15 days from completion of discharging at Discharge Port of the last Vessel for Direct Shipment or Vessel for Transshipment (whichever applies) of each Delivery Month, then demurrage shall not be applied for that Delivery Month.

The Purchaser shall consider such demurrage calculation within [8] days, and issue a statement to the Seller either (i) approving the obligation to pay and/or the calculation of demurrage, in which case the Parties shall sign a certificate of confirmation on the amount of demurrage for shipments in such Delivery Month; (ii) disapproving the obligation to pay and the calculation of demurrage, in which case the Purchaser shall sets out full reasoning as to why, and this shall constitute a Disputed Amount between the Parties. If the Purchaser only approves or disapproves in part or in full its obligation to pay and/or the calculation of demurrage, the undisputed part shall constitute a binding obligation to pay in which case the Parties shall sign a certificate of partial confirmation on the amount of demurrage for shipments in such Delivery Month; and the Disputed Amount shall constitute a dispute between the Parties and be resolved in accordance with Section A.8 of this Schedule 4.

b) Calculation of Despatch: Within [10] days from completion of discharging at Discharge Port of the last Vessel for Direct Shipment/ Vessel for Transshipment of each Delivery Month, the Purchaser shall calculate and send to the Seller the value of despatch for such Delivery Month. Any despatch calculation shall only be valid and be considered by the Seller if it fully complies with the provision of Section 7 of Schedule 9. If the Purchaser fails to issue a claim for despatch within the period of 15 days from completion of discharging at Discharge Port of the last Vessel for Direct Shipment or Vessel for Transshipment (whichever applies) of each Delivery Month, then despatch shall not be counted for that Delivery Month.

The Seller shall consider such despatch calculation within [8] days, and issue a statement to the Purchaser either (i) approving the obligation to pay and/or the calculation of despatch, in which case the Parties shall sign a certificate of confirmation on the amount of despatch for shipments in such Delivery Month; (ii) disapproving the obligation to pay and the calculation of despatch, in which case the Seller shall sets out full reasoning as why, and this shall constitute a Disputed Amount between the Parties. If the Seller only agrees or disagrees in part or in full its obligation to pay and/or the calculation of despatch, the undisputed part shall constitute a binding obligation to pay in which case the Parties shall sign a certificate of partial confirmation on the amount of despatch for shipments in such Delivery Month; and the disputed part shall constitute a Disputed Amount between the Parties and be resolved in accordance with Section A.8 of this Schedule 4.

c) Payment of demurrage/despatch/Penalties: The amounts of Penalties and demurrage and despatch of each Delivery Month payable by one Party to another shall be made through T/T in 15 Business Days from the date Parties sign the certificate of confirmation or certificate of partial confirmation on the amount of Penalties or demurrage or despatch with respect to that Delivery Month. The Seller shall issue invoice for the amount of demurrage/despatch agreed within ten (10) days from the date the Parties sign the Minutes of confirmation . For the last shipment of the Agreement, if the final payment is not enough for deduction of the amounts of Penalties and demurrage/despatch, then payment of Penalties and demurrage/despatch shall be made in accordance with Section B of Schedule 4. Final settlement and Agreement liquidation. For avoidance of doubt, if the Seller fails to make payment of Penalties and/or despatch within the 15 Business Days period set out in this clause, the Purchaser by written notice shall be entitled to set off the undisputed amounts of Penalties and/or despatch due to it by the Seller against amounts due and payable by the Purchaser to the Seller under this Agreement.

Within eight (08) days since the day the Purchaser sent the spreadsheet, if the Seller fails to respond or to provide proper explanation, evidence and documents for the Purchaser's data inconsistency, the Purchaser shall have the right to retain the payment value of any shipment with the corresponding value.

Payment of any despatch and/or Penalties to the Purchaser by a Seller who is a Vietnamese entity shall be made in Vietnam Dong in accordance with the exchange rate bases on the selling USD/VND rate of JSC Bank for Foreign Trade of Vietnam

(Vietcombank head office) at the date of issuing the Bill of Lading (Exchange rate last updated on the Bill of Lading date) of the respective shipment. Payment of any demurrage by the Purchaser to a Seller who is a Vietnamese entity shall be made in Vietnam Dong in accordance with the exchange rate bases on the selling USD/VND rate of JSC Bank for Foreign Trade of Vietnam (Vietcombank head office) at the date of issuing the Bill of Lading (Exchange rate last updated on the Bill of Lading date) .

5. Provisional Invoice and Proforma Invoice

If at the time of issuance of the Proforma Invoice the Invoice Amount is not yet available, a provisional price based on, by reference to the Market Price Adjustment formula set down in Section 2 of Schedule 3, the average value of ICI3 (Indonesian 5,000 GAR / 4,600 NAR) as published weekly over four (04) weeks immediately prior to the date of the issuance of Proforma Invoice, shall be used for the purpose of issuance of this Proforma Invoice.

If at the time of issuance of the Provisional Invoice, the ICID factor in the formula set down in Section 2 of Schedule 3 is not yet available, a provisional price based on, by reference to the Market Price Adjustment formula set down in Section 2 of Schedule 3, the average value of ICI3 (Indonesian 5,000 GAR / 4,600 NAR) as published weekly over four (04) weeks immediately prior to the date of the issuance of Bill of Lading, shall be used for the purpose of issuance of this Provisional Invoice.

6. Currency

The Invoice Amount will be expressed and paid in USD or VND. The payment exchange rate bases on the selling USD/VND rate of JSC Bank for Foreign Trade of Vietnam (Vietcombank head office) at the date of issuing the Bill of Lading (Exchange rate last updated on the Bill of Lading date) .

7. Taxes

- (a) Taxes in Vietnam for coal importation (VAT, import tax, environment tax) in accordance with the law of Vietnam are to be borne by the Purchaser.
- (b) All other taxes and other charges (including but not limited to any fines and late payment interest imposed on such taxes) howsoever measured with respect to coal supplied or any other payments payable by the Purchaser to the Seller under this Agreement which are levied under any Law of, or demanded by any Governmental Agency (including but not limited to Company Income Tax (CIT), Foreign Contractor Tax (FCT), etc., (if any)), are to be borne by the Seller. The Purchaser shall have full right to withhold any taxes from any payment due and payable to the Seller which it is legally required withhold on behalf of the Seller prior to making any payment.

For avoidance of doubt, whoever the Seller is a single entity or a consortium, the single entity or the appointed and authorized representative consortium member of the consortium issue invoices and receive payment from the Purchaser of the CSA (hereinafter referred as “the Payment Receiving Party”).

In case the Payment Receiving Party is a foreign entity who directly receive full payment value or a part of payment value from the Purchaser that the foreign entity is not eligible to declare and pay taxes in Vietnam, the Purchaser shall declare and pay the Foreign Contractor Tax (FCT) on behalf of the foreign entity for the CSA and perform the deduction right from the payable amount to the Seller as stipulated terms.

In case the Payment Receiving Party is a domestic entity who is the beneficiary of 100% of the payment directly from the Purchaser, the domestic entity is responsible for declaring and paying FCT for themselves and on behalf of the consortium including any other consortium member(s) if any FCT obligations arise.

Furthermore, should the Seller fail to raise any official inquiries regarding the FCT issue to the Purchaser, it shall be deemed to have understood by all Parties that the Seller has acknowledged their full understanding of the FCT obligations, thereby the Seller shall be full responsible for all legal problem and all related financial obligations in accordance with Vietnamese law.

In any case, when the competent authority provides any opinion regarding the tax obligations that have already been paid, the Seller shall have the responsibility and obligation to address the matter (even though this CSA is settled and liquidated).

The FCT type and amount based on the Price Schedules quoted by the Seller (after applying error correction, deviation adjustment and discounts (if any)), which will be included in the contract if the Seller wins the bid. The Seller shall bear any legal responsibilities and financial obligations arising in connection with the FCT of the contract according to the written opinion(s) of the competent authority(ies).

Notwithstanding any other provisions stated in this Agreement but subject to paragraph (c) below, all taxes and charges that the Purchaser pays on behalf of the Seller (if any) shall be deducted by the Purchaser from any payments for any Cargo to the Seller and/or from the Performance Bond (if still available) at the Purchaser's sole discretion.

- (c) Without prejudicing the provisions of paragraph (b), if the Seller believes it may be exempt of any taxes and charges or the Seller believes it is not obliged to pay any taxes, the Seller shall be solely obliged to submit any dossiers, to provide any explanations, take any proceedings and/or actions necessary and/or to provide any documents necessary to relevant authorities to protect its rights. The Seller shall submit evidence it has fully completed procedures and acquired approvals from Governmental Agency to be exempt from such taxation at least 15 days prior to the date of the Seller's submission of the application for payment (80% of Invoice Amount) of the first shipment under this Agreement. If the Seller fails to submit such evidence within the period stipulated under this paragraph, the Purchaser shall be entitled to fully carry

out the deduction and tax payment in accordance with paragraph (b) of this Clause.

8. Disputed amounts

- (a) In the event that a Party disputes in good faith any amount payable under this Agreement (the “**Disputed Amount**”), the objecting Party will, within a reasonable period of time, notify the other Party in writing of the Disputed Amount and the basis for that Party's objection.
- (b) Any amount not disputed will be paid in accordance with the applicable payment terms set out in this Agreement.
- (c) Any dispute(s) reached settlement will be immediately paid through telegraphic transfer remittance (T/T) within ten (10) Business days from the date that both Parties reached settlement.
- (d) If the Parties cannot settle the dispute by negotiations in accordance with Section 8 (a) above within thirty (30) days or such longer period as may be agreed by the Parties, the dispute may be referred by either Parties to arbitration in accordance with the provisions set out in Clause 19 – Dispute Resolution.

9. Resolution of Final Invoice Revision

In case the Purchaser has completed final customs declaration of respective shipment after receiving the Final Invoice by email, if any revision of the Final Invoice is needed and/or requested by the Seller, all costs, penalties, and expenses that may be imposed by any authorities and agencies due to this revision shall be born by the Seller.

A2. Telegraphic Transfer Remittance (T/T)

1. Mode of Payments

1.1 If T/T is specified as payment method in Schedule 1 Item 17, all payments made in this Agreement shall be paid through telegraphic transfer remittance (T/T) to Seller's account or Purchaser's account (as applicable) not later than 5:00 p.m. (local time) within fifteen (15) Business Days from the date of receiving each relevant invoice. If the due date of payment is not a Business Day, the payment shall be made not later than 5:00 p.m. (local time) of the next Business Day.

1.2 Advance payment

The Purchaser shall deposit to the Seller's account an advance payment in the amount equivalent to two percent (2%) of the Contract price (at exchange rate based on selling USD/VND rate of JSC Bank for Foreign Trade of Vietnam (Vietnam Head Office) at the date of the Effective Date) within seven (07) Business days against the Seller's presentation of the following documents:

- Request for advance payment;
- Advance payment bond in the amount of two (02) percent of the Contract price issued by a bank or a credit institution lawfully operating in Vietnam and in form which is approved by the Purchaser. The valid term of Advance payment bond is only expired in *[to be insert]* months or until the Advance payment is fully deducted, depends on which date is come later.

The amount of the Advance payment will be deducted from the first shipment with an amount of two point five (2.5) percent of the Invoice value for each shipment until progress is 80% of the Agreement price.

1.3 Notwithstanding any provisions to the contrary in this Agreement, in case the telegraphic transfer remittance (T/T) is the specified method of payment, the Seller may only load Coal at Load Port with the Purchaser's express consent. In case the Seller intentionally supplies any Cargo shipment without the Purchaser's express consent, the Purchaser shall have the full discretion to either (i) reject such Cargo shipment and refuses such Cargo's discharging at Discharge Port, (ii) withhold the giving of any consents, approvals necessary for the Cargo shipment to clear customs, (iii) unilaterally terminate the Agreement by simple notice and without need for further consent, or (iv) receiving the Cargo shipment at the lowest applicable monthly ICI 3 average (GAR 5000 NAR 4600) Coal Price value across the period counting from when coal is loaded to the date when the first Vessel carrying Coal is unloaded at Discharge Port. For avoidance of doubt, notwithstanding whichever options taken by the Purchaser under this paragraph, all losses, costs, damages, etc, incurred (if any) by both the Purchaser and the Seller shall be borne by the Seller.

2. Invoice and payment

2.1 For each shipment not rejected by the Purchaser, within five (5) Business Days from the Notice of Readiness of 1st Vessel for Transshipment of the shipment is tendered at Discharge Port, the Seller shall:

Deliver to the Purchaser a set of all supporting documents listed in Section 2.2

2.2 For each shipment, supporting documents shall be as follows:

- (i) an Invoice which must include followings:
 - (A) the type and origin of the delivered Coal;
 - (B) the Load Port;
 - (C) the name of the Nominated Mother Vessel in case of Transshipment Shipment Method, or Nominated Vessel for Direct Shipment in case of the Direct Shipment Method;
 - (D) the Bill of Lading number and date;
 - (E) the Invoice Price of the Coal (or, if applicable, the Discounted Invoice Price);
 - (F) the Invoice Weight (or, if applicable, the Discounted Invoice Weight); and
 - (G) the Invoice Amount (or, if applicable, the Discounted Invoice Amount): be for 100% of the Purchase Price for the shipment.
 - (ii) One (01) original confirmation letter issued by the Seller which states reference number and date of e-COO form D issued by the competent Governmental Agency, name of exporter, name of vessel, quantity, and departure date.
 - (iii) the Load Port Certificate of Analysis;
 - (iv) the Insurance Certificate (Beneficiary shall be the Purchaser);
 - (v) the Load Port Certificate of Weight; and
 - (vi) the Bill of Lading signed by the master of the Vessel or his authorized agent,
 - (vii) a copy of the Statement of Binding Delivery Schedule applicable for that Delivery Month executed by both the Seller and Purchaser
- (collectively, “**T/T Shipping Documentation**” and individually each a “T/T Shipping Documentation)

For each Cargo shipment, the Seller shall ensure that each of the above T/T Shipping Documentation are accurate, valid, will be acceptable and uncontested by competent customs authorities at all times. The Seller shall correct any issue with the T/T Shipping Documentation within a period of 5 Business Days from the date it becomes or should have reasonably become aware of such issue. Until the

T/T Shipping Documentation issue has been fully cured by the Seller, the Purchaser's payment obligation to the Seller with respect to such Cargo shipment shall be deemed to be suspended

2.3 Payment

The Purchaser shall make payment (80% of Invoice Amount) to the Seller in accordance with terms of payment not later than fifteen (15) Business Day after the date of receiving the following supporting documents:

- a) One (01) original and two (02) copies of the VAT invoice without tax (Provisional Invoice); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the VAT invoice without tax;
- b) One (01) original and two (02) copies of the Load Port Certificate of Analysis;
- c) One (01) original confirmation letter issued by the Seller which states reference number and date of e-COO form D issued by the competent Government Agency, name of exporter, name of vessel, quantity, and departure date.
- d) One (01) original and two (02) copies of the Load Port Certificate of Weight;
- e) (3/3) Full set of Original 'Clean on Board' Bill of Lading and two (02) non-negotiable copies, made out to order, blank endorsed and marked "Freight payable as per charter party."
 - Consignee: To order.
 - Notify address: Duyen Hai Thermal Power Company (DHTPC)
Address: Mu U hamlet, Duyen Hai ward, Vinh Long province, S.R. Viet Nam..
 - Shipper: coal mine/ coal producer/coal exporter specified in Schedule 1 or supplemented coal mine (s)/ coal producer(s)/coal exporter(s) subject to Purchaser's prior written approval.
- f) One (01) original and two (02) copies of valid Insurance Certificate covering 110 percent of invoice value of respective shipment;
- g) One (01) photocopy of NOR tender of 1st Vessel for Transshipment or Vessel for Direct Shipment at Discharge Port;
- h) One (01) original of Request for 1st payment of the Seller in which the Seller requests the Purchaser to make payment of 80% of Invoice Amount;
- i) One (01) photocopy of customs declaration showing that the Cargo of the Mother Vessel/Vessel for Direct Shipment is allowed to be discharged by Customs and tax and fee payment documents when making customs clearance.

- k) a copy of the Statement of Binding Delivery Schedule applicable for that Delivery Month executed by both the Seller and Purchaser

3. Adjusted Invoice and Payment

- a) Other than any event of dispute on Invoice Price, within three (03) Business Days from receiving of Discharge Port Certificate of Analysis, the Seller shall deliver to the Purchaser an invoice (Final Invoice/Adjusted Invoice/ Adjusted VAT invoice without tax). The Final Invoice and attached together statements signed by the Seller stipulated the way to calculate the Final Invoice must be sent by email to the Purchaser within one (01) Business Day from Final Invoice date for Customs purpose;
- b) For each shipment, the Adjusted Invoice must include followings:
 - i) Date and number of the Adjusted Invoice of respective shipment; and
 - ii) Invoice Price; and
 - iii) Amount of the Final Invoice, which is the difference between the Final Purchase Price and Invoice Amount of Invoice. The Final Purchase Price, which is based on Certificate of Analysis at Discharge Port (or, if applicable, Umpire Certificate of Analysis) and the delivered coal quantity determined as per Schedule 8, shall be calculated as Invoice Amount or, if applicable, the Discounted Invoice Amount in accordance with Schedule 3.
- c) In the event of no dispute on Final Purchase Price, the Remaining Amount payable to the Seller is the difference between the Final Purchase Price and eighty percent (80%) of Invoice Amount of the Provisional Invoice after deduction of any amount receivable from the Seller or the amounts that the Purchaser pays on behalf of the Seller (if any).

The payment of the remaining amount will be made upon submission of the Seller of the application for payment not later than fifteen (15) Business Days from the date of receiving the Adjusted Invoice with the following supporting documents:

- i) One (01) original of Request for Payment with amount as in Adjusted Invoice; and
- ii) One (01) original and two (02) copies of the Adjusted invoice (Adjusted VAT invoice without tax) and attached together three (03) original statements signed by the Seller stipulated the way to calculate the VAT invoice without tax; and
- iii) One (01) copy of Discharge Port Certificate of Analysis; and
- iv) One (01) copy of Discharge Port Certificate of Weight; and
- (v) One (01) copy of Transshipment Anchorage Certificate of Weight (not applied in case of Direct Shipment); and

- vi) One (01) copy of the completed Load Port Certificate of Analysis including “Ash Analysis” and “Ultimate Analysis” and/or a trace element analysis in accordance with Section 1.2 (b) of Schedule 7;
 - vii) Five (05) original calculation sheets (in the form approved by the Purchaser) signed and sealed by the legal or authorized representative of the Seller stipulating the way to calculate the Adjusted Invoice amount.
 - viii) One (01) copy of import customs declaration which proves the shipment is cleared by Custom Authority.
- d) In the event of dispute on Final Purchase Price, both Parties shall hold the meeting to reach a consent on second Purchase Price for the disputed shipment; and the Seller shall deliver to the Purchaser an Invoice ("**Second Invoice**"). The Second Invoice and attached together statements signed by the Seller stipulated the way to calculate the Second Invoice must be sent by email to the Purchaser within one (01) Business Day from the Second Invoice date.

For the disputed shipment, the Second Invoice must include followings:

- (i) Date and number of the Second Invoice of the disputed shipment; and
- (ii) Amount of the Second Invoice, which is the difference between the second Purchase Price and Invoice Amount of Provisional Invoice. The second Purchase Price shall be calculated as Invoice Amount (or, if applicable, the Discounted Invoice Amount) which is based on Discharge Port Certificate of Analysis and the quantity determined according to Schedule 8 of disputed shipment; and
- (iii) Invoice Price.

The second payment will be made upon submission of the Seller of the application for payment with the following supporting documents:

- (i) One (01) original and two (02) copies of Second Invoice (Adjusted VAT Invoice without tax); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the Second Invoice; and
- (ii) One (01) copy of Discharge Port Certificate of Analysis; and
- (iii) One (01) copy of Discharge Port Certificate of Weight; and
- (iv) One (01) copy of Transshipment Anchorage Certificate of Weight (not applied in case of Direct Shipment); and
- (v) One (01) copy of Purchaser's certificate of confirmation for the Remaining Amount to be temporarily paid. In which, the Remaining Amount to be secondly paid is the difference between the second Purchase Price and eighty percent (80%) Invoice Amount of the Provisional Invoice after deduction of any amount receivable from the

Seller or the amounts that the Purchaser pays on behalf of the Seller (if any).

Within six (06) Business Days from the date receiving the Second Invoice via email, the Purchaser shall send copy of Purchaser's certificate of confirmation for the Remaining Amount to be secondly paid. In case the Seller cannot receive the copy of Purchaser's certificate of confirmation within above mentioned six (06) Business Days, the Seller has the right to present the payment documents without Purchaser's Certificate of confirmation to the issuing bank against Second payment; and

- (vi) One (01) copy Minutes of Meeting regarding second Purchase Price signed and sealed by the Seller and the Purchaser; and
- (vii) One (01) original of the request for payment of the Remaining Amount to be secondly paid signed and sealed by the Seller.
- (viii) a copy of the Statement of Binding Delivery Schedule applicable for that Delivery Month executed by both the Seller and Purchaser

The remain dispute amount after first and second payment shall be paid after Parties agree final settlement on the dispute. The payment(s) for the remain dispute amount to be paid shall be made through telegraphic transfer remittance (T/T) to Seller's account/Purchaser's account within ten (10) Business days from the date that the Purchaser receiving the full and valid hard copy of payment documents as followings:

- (i) One (01) original and two (02) copies of Final Invoice (Adjusted VAT Invoice without tax); and attached together three (03) original statements signed by the Seller stipulated the way to calculate the Final Invoice; and
- (ii) One (01) copy of Discharge Port Certificate of Analysis; and
- (iii) One (01) copy of Discharge Port Certificate of Weight; and
- (iv) One (01) original of Umpire Certificate of Analysis; and
- (v) One (01) copy Minutes of Meeting regarding Final Purchase Price signed and sealed by the Seller and the Purchaser; and
- (vi) One (01) original of the request for payment of the final settled amount after having Final Purchase Price to be paid signed and sealed by the Seller.

Final Invoice/Adjusted Invoice must be sent by the Seller to the Purchaser via email within 01 Business Day from the date of issue on the Invoice.

- e) If the Remaining Amount is a negative amount, the payments for the Remaining Amount shall be made under an irrevocable at sight Letter of Credit or through telegraphic transfer remittance (T/T) to Purchaser's

account within ten (10) Business days from the Final Invoice date or unilaterally deduct the Remaining Amount of any vessel from any amount payable to the Seller under Agreement or deduct the Performance Bond.

- f) In case COO(s) are rejected by Vietnam Customs Authority according to Clause 36, for the last shipment of this Agreement, the Purchaser shall withhold the total amount of import tax of the shipments that COO(s) form D is rejected (Import Tax Withheld). The Import Tax Withheld shall be reimbursed/released (if any) via Telegraphic Transfer to the Seller within sixty (60) days after the valid revised COO has been provided and accepted by Vietnam Customs Authority. In case the Seller cannot provide the valid revised COO or the valid revised COO provided is not workable due to late submission to Vietnam Customs Authority, the Import Tax Withheld shall not be returned to the Seller.
- g) In case the Seller's disagrees with Certificate of Analysis at Discharge Port and request the Umpire Analysis, the Purchaser shall make payment of Second Invoice under section 3 d) Schedule 4 and Adjusted Invoice in accordance with Umpire Certificate of Analysis as described in Section 3 of Schedule 7.

4. Payment of penalties and demurrage/despatch

- a) **Calculation of Demurrage:** Within [10] days from completion of discharging at Discharge port of the last Vessel for Direct Shipment/ Vessel for Transshipment of each Delivery Month, the Seller shall calculate and send to the Purchaser the value of demurrage for such Delivery Month, together with evidence of actual incurrence of such demurrage between the Seller and ship owners. Any demurrage calculation shall only be valid and be considered by the Purchaser if it fully complies with the provision of Section 7 of Schedule 9. If the Seller fails to issue a claim for demurrage together with all required evidences in this paragraph within the period of 15 days from completion of discharging at Discharge Port of the last Vessel for Direct Shipment or Vessel for Transshipment (whichever applies) of each Delivery Month, then demurrage shall not be counted for that Delivery Month.

The Purchaser shall consider such demurrage calculation within [8] days, and issue a statement to the Seller either (i) approving the obligation to pay and/or the calculation of demurrage, in which case the Parties shall sign a minutes of confirmation on the amount of demurrage for shipments in such Delivery Month; (ii) disapproving the obligation to pay and the calculation of demurrage, in which case the Purchaser shall sets out full reasoning as why, and this shall constitute a Disputed Amount between the Parties. If the Purchaser only approves or disapproves in part or in full its obligation to pay and/or the calculation of demurrage, the undisputed part shall constitute a binding obligation to pay in which case the Parties shall sign a minutes of partial confirmation on the amount of demurrage for shipments in such Delivery Month; and the Disputed Amount shall constitute a dispute between the Parties and be resolved in accordance with Section A.8 of this Schedule 4.

b) Calculation of Despatch: Within [10] days from completion of discharging at Discharge Port of the last Vessel for Direct Shipment/Vessel for Transshipment of each Delivery Month, the Purchaser shall calculate and send to the Seller the value of despatch for such Delivery Month. Any despatch calculation shall only be valid and be considered by the Seller if it fully complies with the provision of Section 7 of Schedule 9. If the Purchaser fails to issue a claim for despatch within the period of 15 days from completion of discharging at Discharge Port of the last Vessel for Direct Shipment or Vessel for Transshipment (whichever applies) of each Delivery Month, then despatch shall not be counted for that Delivery Month.

The Seller shall consider such despatch calculation within [8] days, and issue a statement to the Purchaser either (i) approving the obligation to pay and/or the calculation of despatch, in which case the Parties shall sign a minutes of confirmation on the amount of despatch for shipments in such Delivery Month; (ii) disapproving the obligation to pay and the calculation of despatch, in which case the Seller shall set out full reasoning as why, and this shall constitute a Disputed Amount between the Parties. If the Seller only agrees or disagrees in part or in full its obligation to pay and/or the calculation of despatch, the undisputed part shall constitute a binding obligation to pay in which case the Parties shall sign a minutes of partial confirmation on the amount of despatch for shipments in such Delivery Month; and the disputed part shall constitute a Disputed Amount between the Parties and be resolved in accordance with Section A.8 of this Schedule 4.

c) Payment of demurrage/despatch/Penalties: The amounts of Penalties and demurrage and despatch of each Delivery Month payable by one Party to another shall be made through T/T within 15 Business Days from the date Parties sign the minutes of confirmation or minutes of partial confirmation on the amount of Penalties or demurrage or despatch with respect to that Delivery Month. The Seller shall be responsible for issuing invoice for the amount of demurrage/despatch/ agreed. For the last shipment of the Agreement, if the final payment is not enough for deduction of the amounts of Penalties and demurrage/despatch, then payment of Penalties and demurrage/despatch shall be made in accordance with Section B of Schedule 4. Final settlement and Agreement liquidation. For avoidance of doubt, if the Seller fails to make payment of undisputed amounts of Penalties and/or despatch within the 15 Business Days period set out in this Clause, the Purchaser shall be entitled to set off the undisputed amounts of Penalties and/or despatch due to it by the Seller against amounts due and payable by the Purchaser to the Seller under this Agreement.

Within 08 days from the day the Purchaser sends the spreadsheet calculation, if the Seller fails to respond or to provide proper explanation, evidence and documents for the Purchaser's data inconsistency, the Purchaser shall have the right to retain the payment value of any shipment with the corresponding value.

Payment of any demurrage/despatch/Penalties shall be made in Vietnam Dong.

5. **Provisional Invoice and Proforma Invoice**

[Not applicable in case of T/T]

6. Currency

The Invoice Amount shall be expressed and paid in VND.

7. Taxes

- (a) Taxes of coal importation (Value added tax, import tax, environment tax) in accordance with the law of Vietnam are to be borne by the Purchaser.
- (b) All other taxes and other charges (including but not limited to any fines and late payment interest imposed on such taxes) howsoever measured with respect to coal supplied or any other payments payable by the Purchaser to the Seller under this Agreement which are levied under any Law of, or demanded by any Governmental Agency (including but not limited to company income tax (CIT), foreign contractor tax (FCT), etc., (if any), are to be borne by the Seller. The Purchaser shall have full right to withhold any taxes from any payment due and payable to the Seller which it is legally required withhold on behalf of the Seller prior to making any payment.

For avoidance of doubt, whoever the bidder is a single bidder or a consortium bidder, an appointed and authorized representative consortium member of the consortium bidder or single bidder issue invoices and receive payment from the Purchaser of the CSA (hereinafter referred as “the Payment Receiving Bidder”).

In case the Payment Receiving Bidder is a foreign Bidder who directly receive full payment value or a part of payment value from the Purchaser that the foreign Bidder is not eligible to declare and pay taxes in Vietnam, the Purchaser shall declare and pay the Foreign Contractor Tax (FCT) on behalf of the foreign bidder for the CSA and perform the deduction right from the payable amount to the Bidder as stipulated terms.

In case the Payment Receiving Bidder is a domestic Bidder who is the beneficiary of 100% of the payment directly from the Purchaser, the domestic Bidder is responsible for declaring and paying FCT for themselves and on behalf of the consortium including any other consortium member(s) if any FCT obligations arise.

Furthermore, should the bidder fail to raise any official inquiries regarding the FCT issue to the Purchaser, it will be deem understood by all parties that the bidder has acknowledged their full understanding of the FCT obligations, thereby assuming full responsibility for all legal problem and all related financial obligations in accordance with Vietnamese law.

In any case, when the competent authority provides any opinion regarding the tax obligations that have already been paid, both the Purchaser and the Seller shall have the responsibility and obligation to cooperate and address the matter (even though this CSA is settled and liquidated).

The FCT type and amount based on the Price Schedules quoted by the Bidder (after applying error correction, deviation adjustment and discounts (if any)), which will be included in the contract if the Bidder wins the bid. The Bidder shall bear any legal responsibilities and financial obligations arising in connection with the FCT of the contract according to the written opinion(s) of the competent authority(ies).

Notwithstanding any other provisions stated in this Agreement but subject to paragraph (c) below, all taxes and charges that the Purchaser pays on behalf of the Seller (if any) shall be deducted by the Purchaser from any payments for any Cargo to the Seller and/or from the Performance Bond (if still available) at the Purchaser's sole discretion.

(c) Without prejudicing the provisions of paragraph (b), if the Seller believes it may be exempt of any taxes and charges or the Seller believes it is not obliged to pay any taxes, the Seller shall be solely obliged to submit any dossiers, to provide any explanations, take any proceedings and/or actions necessary and/or to provide any documents necessary to relevant authorities to protect its rights. The Seller shall submit evidence it has fully completed procedures and acquired approvals from Governmental Agency to be exempt from such taxation prior to 15 days of the date when the Purchaser is obliged to make first payment for each Cargo under this Agreement. If the Seller fails submit such evidence within the 15-day period stipulated under this paragraph, the Purchaser shall be entitled to fully carry out the deduction and tax payment in accordance with paragraph (b) of this Clause.

Disputed amounts

- (a) In the event that a Party disputes in good faith any amount payable under this Agreement ("**Disputed Amount**"), the objecting Party will, within a reasonable period of time, notify the other Party in writing of the Disputed Amount and the basis for that Party's objection.
- (b) Any amount not disputed will be paid in accordance with the applicable payment terms set out in this Agreement.
- (c) Any dispute(s) reached settlement will be immediately paid through telegraphic transfer remittance (T/T) within ten (10) Business days from the date that both Parties reached settlement.
- (d) If the Parties cannot settle the dispute within thirty (30) days of a Notice in accordance with Section 8 (a) above by negotiations or such longer period as may be agreed by the Parties, either Party may refer the dispute to arbitration in accordance with the provisions set out in Clause 19 – Dispute Resolution.

9. Resolution of Final Invoice Revision

In case the Purchaser has completed final customs declaration of respective shipment after receiving the Final Invoice by email, if any revision of the Final Invoice is needed and/or requested by the Seller, all costs, penalties, and expenses that may be imposed by any authorities and agencies due to this revision shall be borne by the Seller.

B. Contract final settlement and liquidation (“CSA Final Settlement Agreement”)

Within thirty (30) Business Days after the completion of the discharging of the last Vessel for Transshipment of the last Mother Vessel or the last Vessel for Direct Shipment (whichever is applicable), both Parties will exercise best efforts to finally settle the whole of this Agreement, including but not limited to the following:

- (1) Total quantity of coal supplied under this Agreement;
- (2) Total value of goods and services performed under this Agreement;
- (3) Other values (if any);
- (4) Amount paid by each Party;
- (5) Agreement settlement value.

All payments made in this Item shall be paid through telegraphic transfer remittance (T/T) to Seller’s account or Purchaser’s account (as applicable) not later than 5:00 p.m. (local time) within fifteen (15) Business Days from the date that both Parties sign and agree on CSA Final Settlement Agreement.

In case the Performance Bond becomes expired while both Parties have not agreed on the final amount to be settled for the Agreement, the Seller shall extend the Performance Bond until the final settlement payments has been made and the Agreement is liquidated/completed the settlement and finalization by both Parties.

In such case, if the Purchaser does not receive the extended Performance Bond from the Seller three (03) Business days before the date of expiration of the Performance Bond, the Purchaser reserves the right to deduct/confiscate the entire value of the Performance Bond.

C. Other information

All members of the Seller unanimously authorize ... who represents the Seller to issue invoices and receive all payment from the Purchaser under the Agreement.

+ Bank’s name:

+ Bank’s address:

+ Beneficiary name:

+ Beneficiary address:

+ Account No.:

+ SWIFT Code:

+ Others (if any).

Schedule 5. Testing laboratory, Umpire laboratory and Marine surveyor**Load Port Testing Laboratories and Marine surveyor**

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Discharge Port Testing Laboratories and Marine surveyor

Vietnam Energy Inspection Corporation (EIC) and/or another Certified Testing Laboratory appointed by the Purchaser that shall be informed in writing to the Seller before issuing the Discharge Port Certificate of Analysis.

Umpire Laboratories

- Vinacontrol;
- EIC;
- Anindya Vietnam;
- ProQC Vietnam;

(For each shipment that is called for Umpire testing, if any Umpire Laboratory among the above-mentioned Laboratories becomes the Load Port or Discharge Port Testing Laboratory, the list of Umpire Laboratories will include the remaining Laboratories.*

*(**) The selected Umpire Laboratory must allow direct witnessing of the whole process of grinding, processing and analysing Umpire Sample. In case the Umpire Laboratory does not allow direct witnessing, that Laboratory will not be selected.*

Schedule 6. Sampling and Analysis Standards

Measurement	Test Standard/Method
Total Moisture (ARB), %	ISO 589: 2008
Inherent Moisture (ADB), %	ISO 11722: 2013 (Drying in Nitrogen)
Ash (ADB), %	ISO 1171: 2010
Volatile Matter (ADB), %	ISO 562: 2010
Fixed Carbon (ADB) / Proximate Analysis	ISO 17246: 2010 (By Difference)
Total Sulphur (ADB), %	ISO 19579:2006
Chlorine (ADB) %	ISO 023380: 2013 / ISO 18806: 2014
Hardgrove Grindability Index	ISO 5074: 2015
Ash Fusion Temperature (Reducing Atmosphere)	ISO 540: 2008
Net Calorific Value (ARB), kcal/kg	ISO 1928:2020
Gross Calorific Value (ARB), kcal/kg	ISO 1928:2020
Size Grading (%)	ISO 1953: 2015
Ultimate Analysis	ISO29541:2010
Ash Analysis	ASTM D3682-01: 2013
Method of Sampling	ISO 18283:2006 (Coal size >100mm shall be removed during processing and not be grinded for coal quality analysis)

The ISO/ ASTM standards will be updated according to the latest version (if any).

All of the information identified in this Schedule 6 shall be included in the Certificate of Analysis.

Schedule 7. Sampling, Analysis and Inspection

1. Collection, Sampling and Analysis at Load Port

1.1 Sampling

- (a) Each Cargo shall be weighed, sampled and analyzed by the Load Port Testing Laboratory at the Seller's cost. All sampling and analysis performed for the purposes of this Schedule 7, will be conducted in accordance with the ISO or ASTM standards (as applicable) specified in Schedule 6 – Sampling and Analysis Standards.
- (b) The Seller will arrange for the Load Port Testing Laboratory to collect samples of sub-lots within each Mother Vessel (in case of Transshipment Shipment Method) or Vessel for Direct Shipment (in case of Direct Shipment Method) at the Load Port for use in a sampling process that complies with the relevant ASTM or ISO standard (as applicable) as set out in Schedule 6 – Sampling and Analysis Standards.
- (c) The Load Port Testing Laboratory will divide all samples collected into three identical portions. Each portion will weigh approximately five (05) kilograms and will comprise a composite sample prepared to 4.75mm top-size

(each identical portion described above will constitute a Sample).
- (d) Each Sample will be placed in a suitably sealed, clean and air tight container, stamped by the Load Port Testing Laboratory. Each container and its contents will be marked and labelled so that its relationship to the Certificate of Analysis for such Sample is clear. The labels for each container and Sample will specify, among other things:
 - (i) the name of the Vessel carrying the shipment;
 - (ii) the quantity of Coal in such shipment according to the applicable Certificate of Weight;
 - (iii) for each sample, the weight and top-size of such sample; and
 - (iv) for each container, the weights and top-sizes of all samples comprising its contents.
- (e) Within two (02) Business Days from completion of loading of the relevant shipment, the Seller:
 - (i) will arrange for an initial Sample (“**First Load Port Sample**”) to be provided to the Load Port Testing Laboratory to be analyzed for the purposes of issuing a Load Port Certificate of Analysis for the First Load Port Sample in accordance with Section 1.2 of Schedule 7;
 - (ii) will arrange for a second Sample (“**Second Load Port Sample**”) to be

provided to the Load Port Testing Laboratory for not less than thirty (30) days' storage.

(iii) will send, by courier, to the Purchaser a further sample in a sealed, stamped and labelled container within five (05) Business Days.

1.2 Sample analysis

- (a) The sample analysis shall be conducted on Net Calorific Value at Constant Pressure methodology as described in ISO1928:2020. The Seller will procure the Load Port Testing Laboratory having capability to conduct sample analysis at required methodology to immediately conduct a Laboratory Analysis of the First Load Port Sample and to issue and transmit a Certificate of Analysis by facsimile and email to the Seller and the Purchaser, within five (05) Business Days after completion of Sample collection with respect to such shipment at the Load Port (Load Port Certificate of Analysis). The Purchaser may request that the Load Port Certificate of Analysis with respect to any shipment (the subject of the Purchaser's request) contains the results of a trace elements analysis, and the cost of such analysis shall be for the Seller's account; and the Seller shall ensure that the Load Port Certificate of Analysis contains such results.
- (b) If the Load Port Testing Laboratory is not able to provide the results for the parameters labelled "Ash Analysis" and "Ultimate Analysis" and/or a trace element analysis within five (05) Business Days after completion of sampling as required by Section 1.2(a) of Schedule 7, the Seller will procure that the Load Port Certificate of Analysis is supplemented with the results of the aforementioned parameters as expeditiously as possible, but in any event not later than twenty (20) Business Days after the completion of sampling collection, to ensure the Purchaser receives a complete and accurate Load Port Certificate of Analysis.
- (c) If the facsimile and email referred to in Section 1.2(a) of Schedule 7 has not been received prior to the arrival of the Vessel at the Discharge Port, then the Purchaser shall not be obliged to unload the Vessel, and the Seller shall indemnify the Purchaser in full for any and all directly attributable costs incurred as a result of the delay in receiving the facsimile and email of the Load Port Certificate of Analysis and any subsequent unloading of Coal.
- (d) If, during the thirty (30) days storage period referred to in Section 1.1(e)(ii) of Schedule 7, the Purchaser contests all or any part of the Load Port Certificate of Analysis, the Purchaser shall promptly inform the Seller of the relevant part of the Load Port Certificate of Analysis that the Purchaser contests, then:
 - (i) the Seller shall immediately instruct the Load Port Testing Laboratory to forward the Second Load Port Sample to the Umpire Laboratory selected by the Purchaser in accordance with Schedule 5 - Load port Testing

laboratory, Umpire laboratory and Marine surveyor; and

- (ii) Unless otherwise agreed by the Purchaser and the Seller, the Seller will procure the Umpire Laboratory to immediately conduct a Laboratory Analysis of the relevant part contested by the Purchaser or the Seller on the Second Load Port Sample and to issue and transmit to the Parties by facsimile and email a further Certificate of Analysis of the relevant part contested by the Purchaser (Umpire Certificate of Analysis) no later than two (02) days after the date such Laboratory Analysis is completed.

The Parties agree that the Umpire Certificate of Analysis will only be used if required in accordance with Section 1.4 and/or Section 3 of this Schedule 7.

1.3 Right to inspect

The Seller will provide the Purchaser with due notice of, and the Purchaser will, subject to any load port requirements, have the right at its own expense to appoint a Representative to attend and observe all collection and sampling of Coal conducted at the Load Port.

1.4 Non-Conforming Coal

- (a) If one or any specifications shown in Load Port Certificate of Analysis for a Cargo does not meet any technical requirements of the Required Specifications in Section 1, Schedule 2, the coal on such Cargo shall be considered as Non-Conforming Coal, then the Purchaser may, at its sole discretion, by notice to the Seller no later than two (02) Business Days following receipt by the Purchaser of the Load Port Certificate of Analysis:
 - (i) reject the Non-Conforming Coal, subject to the provisions set out in Section 1.4(b) of Schedule 7; or
 - (ii) accept the Non-Conforming Coal at the Discounted Invoice Price calculated in accordance with Section 3 of Schedule 3, or on such terms as the Parties may agree.
- (b) If the Purchaser elects to reject the Non-Conforming Coal in accordance with Section 1.4(a)(i) of Schedule 7:
 - (i) risk to that Non-Conforming Coal will revert to the Seller on the date on which the Purchaser gives notice to the Seller;
 - (ii) title to Non-Conforming Coal will revert to the Seller (to the extent that title to such Non-Conforming Coal had previously passed to the Purchaser from the Seller); and
 - (iii) the Seller will reimburse the Purchaser for:
 - (A) any amount incurred by the Purchaser (if paid) in connection with the Non-Conforming Coal (including the Invoice Amount, all direct costs incurred by the Purchaser for the delivery); and
 - (B) any liabilities of the Purchaser in procuring Alternate Coal in

accordance with Clause 13.4 and Clause 13.5.

- (c) The Purchaser cannot reject any Cargo following the commencement of discharge at the Discharge Port, provided however that the Purchaser may elect not to discharge the relevant Cargo until it has received the relevant Load Port Certificate of Analysis.
- (d) Notwithstanding Section 1.4(b) of Schedule 7, the Seller shall, following any rejection by the Purchaser of Non-Conforming Coal pursuant to Section 1.4(a) of Schedule 7, notify the Purchaser within two (02) Business Days of such rejection whether it is able to propose a plan to expeditiously provide a replacement Cargo that meets the Required Specifications at no additional cost to the Purchaser (the “**Replacement Cargo**”). The Purchaser will not unreasonably withhold its acceptance of the Seller’s proposed plan to provide a Replacement Cargo.
- (e) If the Seller fails to submit a proposed plan in accordance with Section 1.4(d) of Schedule 7 or fails to Deliver a Replacement Cargo in accordance with the plan agreed between the Purchaser and the Seller to provide a Replacement Cargo pursuant to Section 1.4(d) of Schedule 7 it shall have committed a Seller Event of Default in accordance with Clause 14.1(c) and the Purchaser may immediately purchase Alternate Coal in accordance with Clause 13.5.
- (f) For the avoidance of doubt, whether or not the Purchaser rejects the relevant Cargo pursuant to Section 1.4(b) of Schedule 7, each shipment of Non-Conforming Coal will count for the purposes of Coal Quality Failure.

1.5 Umpire Laboratory and replacement Load Port Testing Laboratory

- (a) If the Parties cannot agree on the selection of an Umpire Laboratory or a Load Port Testing Laboratory (in circumstances where the Parties are required to agree on a Load Port Testing Laboratory), each Party shall, commencing with the Purchaser, alternate in eliminating one of the names from the list of Umpire Laboratories or Load Port Testing Laboratories (as applicable) set out in Schedule 5 - Load Port Testing laboratory, Umpire laboratory and Marine surveyor until only one Umpire Laboratory or Load Port Testing Laboratory (as applicable) remains, which shall become the new Umpire Laboratory or Load Port Testing Laboratory (as applicable).
- (b) The cost in conducting the analysis and issuing the Umpire Certificate of Analysis shall be borne by the Purchaser (or reimbursed to the Seller by the Purchaser, as the case may be) if the Umpire Certificate of Analysis reveals that quality criteria claimed by the Purchaser within the applicable Reproducibility Limit, otherwise the Seller shall bear the costs, fees and expenses incurred in obtaining the Umpire Certificate of Analysis; and
- (c) If the Umpire Certificate of Analysis reveals that the Load Port Testing Laboratory intentionally or incompetently to conduct Load Port Certificate of Analysis with series of the Umpire Certificate of Analysis excess the

applicable Reproducibility Limit, the Purchaser reserves the rights to request the Seller to replace such Load Port Testing Laboratory with the Seller's costs and risks.

2. Collection, Sampling and Analysis at Discharge Port

2.1 Sampling

- (a) Each Cargo shipment shall be weighed, sampled and analyzed by the Discharge Port Testing Laboratory at the Purchaser's cost. All sampling and analysis performed for the purposes of this Schedule 7, will be conducted in accordance with the ISO or ASTM standards (as applicable) specified in Schedule 6 – Sampling and Analysis Standards.
- (b) The Purchaser will arrange for the Discharge Port Testing Laboratory to collect samples of sub-lots within each Vessel for Transshipment (in case of Transshipment Shipment Method) or Vessel for Direct Shipment (in case of Direct Shipment Method) at the Discharge Port for use in a sampling process that complies with the relevant ASTM or ISO standard (as applicable) as set out in Schedule 6 – Sampling and Analysis Standards. For avoidance of doubt, the Discharge Port Testing Laboratory shall be the party solely responsible for ensuring that the sampling process complies with the relevant ASTM or ISO Standard. Manual sampling from conveyor is allowed. Samples of sub-lots of a shipment shall be normally collected each 5,000 tonnes of discharged Coal. All samples of sub-lot shall constitute a sample of such shipment, i.e. composite sample of such shipment.
- (c) The Discharge Port Testing Laboratory will divide all sub-lot samples and composite samples into eight (08) identical portions. Each portion will weigh approximately ten (10) kilograms and will comprise a composite sample prepared to 4.75mm top-size.
(each identical portion described above will constitute a “**Sample**”).
- (d) Each Sample will be placed in a suitably sealed, clean and airtight container, stamped by the Discharge Port Testing Laboratory. Each container and its contents will be marked and labelled so that its relationship to the Certificate of Analysis for such Sample is clear. The labels for each container and Sample will specify, among other things:
 - (i) the name of the Vessel for Direct Shipment (in case of Direct Shipment Method) or Mother Vessel (in case of Transshipment Shipment Method) carrying the Coal;
 - (ii) the quantity of Coal in such Cargo according to the applicable Certificate of Weight;
 - (iii) for each Sample, the weight and top-size of such Sample; and
 - (iv) for each container, the weights and top-sizes of all Samples comprising

its contents.

- (e) Within two (02) Business Days from completion of unloading of the relevant shipment for Transshipment/ Direct Shipment, the Purchaser:
 - (i) will arrange for one (01) Sample (“**First Discharge Port Sample**”) to be provided to the Discharge Port Testing Laboratory to be analyzed for the purposes of issuing a Discharge Port Certificate of Analysis in accordance with Section 2.2 of Schedule 7;
 - (ii) will arrange for two (02) Sample (“**Second Discharge Port Sample**”) to be provided to the Discharge Port Testing Laboratory for not less than sixty (60) days’ storage.
 - (iii) will send, to the Seller two (02) Samples (“**Third Discharge Port Sample**”) in sealed, stamped and labelled containers for not less than sixty (60) days’ storage.
 - (iv) the Purchaser will keep three (03) Samples (“**Fourth Discharge Port Sample**”) in sealed, stamped and labelled containers for not less than sixty (60) days’ storage.

2.2 Sample analysis

- (a) The sample analysis shall be conducted on Net Calorific Value at Constant Pressure methodology as described in ISO1928:2020. The Purchaser will procure the Discharge Port Testing Laboratory having capability to immediately conduct a Sample Laboratory Analysis at required methodology of the First Discharge Port Sample and to issue an original Certificate of sublot Analysis and Certificate of shipment Analysis (collectively, “**Discharge Port Certificate of Analysis**”) to the Purchaser and the Purchaser will send to the Seller by email within seven (07) Business Days after completion of Sample collection with respect to such shipment at the Discharge Port.

Regarding the analysis of coal size of a Cargo, it will be conducted by Discharge Port Testing Laboratory on-site/at Facility before the Samples are processed to 4.75mm top-size and handed-over to the Parties in accordance with section 2.1 (e) of Schedule 7 and this will be the result in the Discharge Port Certificate of Analysis of such Cargo. The Parties shall appoint their representative(s) to witness and confirm the whole process of coal size analysis on-site/at Facility. In case any of the related Parties refuses or fails to appoint representative(s) to witness and confirm the result of coal size analysis of any Cargo, such Party shall be deemed to have accepted the result of coal size analysis shown in relevant Discharge Port Certificate of Analysis.

- (b) Other than the event of resolution of disputes stated in Section 3 of this Schedule 7, all Parties agree that the Discharge Port Certificate of Analysis is used for invoicing the Final Invoice/Adjusted Invoice.
- (c) If, within five (05) business days from the date when the Discharge Port

Certificate of Analysis is sent by the Purchaser to the Seller via email, the Seller (the Contesting Party) contests all or any part of the Discharge Port Certificate of Analysis (except for coal size specification), the Seller shall promptly inform the Purchaser of the relevant part of the Discharge Port Certificate of Analysis that the Seller contests, then:

- (i) The Purchaser shall immediately select one Sample (the “**Umpire Sample**”) from the following Samples: the Second Discharge Port Sample, the Third Discharge Port Sample, the Fourth Discharge Port Sample specified in Section 2.1(e) of Schedule 7 to forward to the Umpire Laboratory selected by the Parties by mutual agreement from the list set out in Schedule 5, or in the absence of agreement, selected in accordance with Section 2.5 of this Schedule 7; The Purchaser and the Seller shall jointly carry out the transfer of the Umpire Sample to the selected Umpire Laboratory. Then, the Umpire Laboratory shall divide the Umpire Sample into 2 equal parts, one part is for analysis and the other part shall be sealed and returned to the Purchaser for storage. The whole process of Umpire Sample handover and Umpire Sample division shall be witnessed by the Purchaser, the Seller, the Discharge Port Testing Laboratory and the Umpire Laboratory (the “Involved Parties”), and shall be recorded in a minutes of Umpire Sample handover and Umpire Sample division signed by representatives of the Involved Parties;
- (ii) Unless otherwise agreed by the Purchaser and the Seller, the Umpire Laboratory shall immediately conduct a Laboratory Analysis of the relevant part contested by the Seller on the Umpire Sample and issue and transmit to the Parties by facsimile and email a further Certificate of Analysis of the relevant part contested by the Seller (Umpire Certificate of Analysis) no later than two (02) days after the date such Laboratory Analysis is completed.. The whole process of grinding, processing and analysing Umpire Sample conducted by the Umpire Laboratory will be witnessed by the Involved Parties. In case any of the Involved Parties refuses or fails to appoint representative(s) to witness the umpire analysis of any Cargo at the time and place as being notified, such Party shall be deemed to have accepted the umpire analysis results shown in relevant Umpire Certificate of Analysis and to have waived all claims related thereto.
- (iii) The cost of the Umpire Laboratory in conducting the analysis and issuing the Umpire Certificate of Analysis shall be temporarily paid by the Purchaser and will be reimbursed to the Purchaser by the Seller in case the result of Umpire Certificate of Analysis having one (01) or more than one (01) parameter is not exceeded the applicable Reproducibility Limit when compared to Discharge Port Certificate of Analysis.

In case of reimbursement, such costs will be made through transfer remittance (T/T) within ten (10) business days since the date receipt of Umpire Certificate of Analysis.

The Parties agree that the Umpire Certificate of Analysis will only be used if required in accordance with Section 3 of this Schedule 7.

In case the Purchaser has completed final customs declaration of respective shipment after receiving the Final Invoice by email, if any revision of the Final Invoice is needed and/or requested by the Seller, all costs, penalties and expenses that may be imposed by any authorities and agencies due to this revision shall be born by the Seller.

2.3 Right to inspect

The Seller will have the right, at its own expense, to appoint a Representative to attend and observe all collection and sampling of coal conducted at the Discharge Port. Representative of Seller shall not interfere in the process of sampling of coal. The Purchaser agrees that the Seller's Representative(s) may be present at the discharging jetty to observe the discharge, sampling and weighing.

2.4 Non-Conforming Coal

- (a) In case any individual specification showed in Discharge Port Certificate of Analysis for a Cargo does not meet the Required Specifications in Section 1, Schedule 2, the Coal on such Cargo shall be considered as Non-Conforming Coal then the Purchaser shall apply the Non-Conforming Coal at the Discounted Invoice Price calculated in accordance with Section 3 of Schedule 3.
- (b) For the avoidance of doubt, whether or not the Purchaser applies the Discount Invoice Price pursuant to Section 2.4(a) of Schedule 7, each shipment of Non-Conforming Coal will count for the purposes of Coal Quality Failure and (Heavily) Seller Event of Default.
- (c) Samples of sub-lots of a shipment are normally collected each 5,000 tonnes of discharged Coal. The last sub-lot sample of a shipment may not collect at exactly 5,000 tonnes depending on the total quantity of such shipment.

In the same Cargo/shipment, based on the Discharge Port Certificates of sub-lot Analysis, if the difference between a sub-lot having highest NCV (Highest NCV) and a sub-lot having lowest NCV (Lowest NCV) excess 300 kcal/kg, the Purchaser shall apply Price Adjustment for Non-conforming Coal of such Cargo at a Discounted Invoice Price calculated in accordance with Section 3 of Schedule 3.

2.5 Selection of an Umpire Laboratory

If the Parties cannot agree on selection of an Umpire Laboratory, each Party shall, commencing with the Purchaser, alternate in eliminating one of the names from the list of Umpire Laboratories set out in Schedule 5 - Load port Testing laboratory, Umpire laboratory and Marine surveyor until only one

Umpire Laboratory remains, which shall become the selected Umpire Laboratory to conduct a laboratory analysis of the relevant contested parameters.

3. Application of Umpire Certificate

- 3.1 To facilitate the comparison between Umpire Certificate and Load/Discharge Port Certificate, the Sample Analysis at Umpire Laboratory shall be conducted on Net Calorific Value at Constant Pressure methodology as described in ISO1928:2020.
- 3.2 If an Umpire Certificate of Analysis is called for in accordance with Section 1.2(d) or Section 2.2(c) of this Schedule 7 and it reveals a Price Adjustment Value which shall be applied as coal property(ies) in Umpire Certificate is in excess of the applicable Reproducibility Limit when compared to the Load Port Certificate of Analysis or Discharge Port Certificate of Analysis respectively. The Coal properties shall be considered to be accepted for Final Invoice purpose if and only if they satisfy both conditions (“**Accepted Coal Properties**”): (i) these coal properties shown in the Umpire Certificate of Analysis exceed the applicable Reproducibility Limit; and (ii) these coal properties have been claimed by the Seller before the Umpire Sample is forwarded to the Umpire Laboratory. Any coal properties that have not satisfied conditions above shall not be taken into account for Adjusted Price even they are shown in Umpire Certificate of Analysis and exceed the applicable Reproducibility Limit. The Accepted Coal Properties described above will be conclusive and binding on the Parties in determination of Adjusted Price.
- 3.3 The Final Purchase Price shall be calculated as Invoice Amount (or, if applicable, the Discounted Invoice Amount) which is based on results of Coal specifications as mutually agreed in Minutes of Meeting regarding Accepted Coal Properties and Final Purchase Price of the shipment between the Seller and the Purchaser and the quantity determined according to Schedule 8 of disputed shipment. In which, the net calorific value shall be calculated according to ISO Standards with formula as following:

$$Q_{net,arb,p} = \{[Q_{gross\ db} \times 4,1868 - 212 \times Hd - 0,8 \times [(100 - (Cd+Hd+Nd+Sd+Ad)) + Nd]] \times (1 - 0,01 \times Warb) - 24,43 \times Warb\} / 4,1868 \quad (*)$$

$Q_{net,arb,p}$ means net calorific value, as received basis at constant pressure, expressed in kcal/kg

$Q_{gross\ db}$ means gross calorific value, dry basis, expressed in kcal/kg, be selected from Umpire Certificate of Analysis or Discharge Certificate of Analysis subject to compared result of $Q_{gross\ adb}$ between two Laboratories according to ISO standard.

$Warb$ means Total Moisture Content, as received basis, expressed in %

Hd	means Hydrogen (excludes H in moisture) dry basis, expressed in %
Cd	means Total carbon, dry basis, expressed in %
Nd	means Total Nitrogen, dry basis, expressed in %
Sd	means Total sulphur, dry basis, expressed in %, be selected from Umpire Certificate of Analysis or Discharge Certificate of Analysis subject to compared result of Sadb between two Laboratories according to ISO standard.
Ad	means Ash Content, dry basis, expressed in %, be selected from Umpire Certificate of Analysis or Discharge Certificate of Analysis subject to compared result of Aadb between two Laboratories according to ISO standard.

In the seven (07) parameters Qgross db, Warb, Hd, Cd, Nd, Sd, Ad, there are only four (04) parameters Warb, Hd, Cd, Nd, which have the applicable Reproducibility Limit, the remaining three (03) parameters Qgross db, Sd, Ad have no the applicable Reproducibility Limit that will be evaluated through Qgross adb, Sadb, Aadb (these three parameters have the applicable Reproducibility Limit). The applicable Qgross adb, Sadb, Aadb for the Discharge Port Certificate of Analysis respectively referred to Wadb of Umpire Certificate of Analysis shall be calculated according to the following formula:

- The applicable Aadb for the Discharge Port Certificate of Analysis respectively referred to Wadb of **Umpire** Certificate of Analysis = $Ad \times (100 - Wadb) / 100$
- The applicable Sadb for the Discharge Port Certificate of Analysis respectively referred to Wadb of **Umpire** Certificate of Analysis = $Sd \times (100 - Wadb) / 100$
- The applicable Qgross adb for the Discharge Port Certificate of Analysis respectively referred to Wadb of **Umpire** Certificate of Analysis = $Q_{gross\ db} \times (100 - Wadb) / 100$

Qgross adb means gross calorific value, air dried basis, expressed in kcal/kg;

Wadb means Inherent Moisture Content, air dried basis, expressed in % stated in **Umpire** Certificate of Analysis;

Sadb means Total sulphur, air dried basis, expressed in %;

Aadb means Ash Content, air dried basis, expressed in %;

For the avoidance of doubt, according to terms of Agreement and ISO Standards, Qgross db, Warb, Hd, Cd, Nd, Sd, Ad shall be determined for calculation of Qnet,arb,p (formula ^(*)) as follows:

- If the compared result between any of parameter ($Q_{gross\ adb}$, W_{arb} , H_d , C_d , N_d , S_{adb} , A_{adb}) in Umpire Certificate of Analysis respective with the applicable parameter $Q_{gross\ adb}$, W_{arb} , H_d , C_d , N_d , S_{adb} , A_{adb} for the Discharge Port Certificate of Analysis is outside the applicable Reproducibility Limit (in which, the applicable $Q_{gross\ adb}$, S_{adb} , A_{adb} for the Discharge Port Certificate of Analysis respectively referred to W_{adb} of **Umpire** Certificate of Analysis), then the respective parameter expressed in the formula (*) stated in the Umpire Certificate of Analysis will be used for calculation of $Q_{net,arb,p}$.
- If the compared result between any of parameter ($Q_{gross\ adb}$, W_{arb} , H_d , C_d , N_d , S_{adb} , A_{adb}) in Umpire Certificate of Analysis respective with the applicable parameter $Q_{gross\ adb}$, W_{arb} , H_d , C_d , N_d , S_{adb} , A_{adb} for the Discharge Port Certificate of Analysis is not outside the applicable Reproducibility Limit (in which, the applicable $Q_{gross\ adb}$, S_{adb} , A_{adb} for the Discharge Port Certificate of Analysis respectively referred to W_{adb} of **Umpire** Certificate of Analysis), then the respective parameter expressed in the formula (*) stated in the Discharge Port Certificate of Analysis will be used for calculation of $Q_{net,arb,p}$.

Schedule 8. Determination of Weight

1. Load Port Certificate of Weight

- (a) The weight, rounded to the nearest Tonne, of each delivered Cargo will be determined at the Load Port by a Draught Survey of the Vessel containing such cargo. Such Draught Survey will be performed by an independent Licensed Marine Surveyor selected by the Seller with the consent of the Purchaser, which will not be unreasonably withheld and shall be conducted in accordance with the UNECE Code of Uniform Standards and Procedures for the Performance of Draught Surveys of Coal Cargoes or such other industry standard as may be agreed between the Parties.
- (b) The Seller will procure the independent Licensed Marine Surveyor to issue a Certificate of Weight for the delivered Cargo based upon the Draught Survey at the Load Port (Load Port Certificate of Weight). The Seller will also provide a copy of the Load Port Certificate of Weight for such Cargo to the Purchaser as soon as reasonably practicable. The Bill of Lading for such Cargo will be based upon the weight specified in the Load Port Certificate of Weight.
- (c) **Costs of Weighing:** The Seller will be liable for all costs in connection with the determination of weight and the issue of the Load Port Certificate of Weight for each cargo.

2. Discharge Port Certificate of Weight

Section I: Determination of Cargo quantity at Discharge Port

- (1) The weight, to the nearest Tonne, of each delivered Cargo will be determined at the Transshipment Anchorage and Discharge Port by a Draught Survey of the Vessel containing such cargo. Such Draught Survey will be performed by an independent Licensed Marine Surveyor selected by the Purchaser and shall be conducted in accordance with the UNECE Code of Uniform Standards and Procedures for the Performance of Draught Surveys of Coal Cargoes, or such other industry standard as may be agreed between the Parties.
- (2) The Purchaser will procure (i) the independent Licensed Marine Surveyor at Transshipment Anchorage to conduct the draught survey and issue a Certificate of Weight ("**Transshipment Anchorage Certificate of Weight**"), for the avoidance of doubt, the Vessels for Direct Shipment shall not be issued Transshipment Anchorage Certificate of Weight; and (ii) the independent Licensed Marine Surveyor at Discharge Port to conduct the draught survey and issue a Certificate of Weight ("**Discharge Port Certificate of Weight**") for the delivered Cargo. The Purchaser will also provide a copy of the Transshipment Anchorage Certificate of Weight/ Discharge Port Certificate of Weight for such Cargo to the Seller as soon as reasonably practicable.
- (3) After Vessel for Direct Shipment or Vessel for Transshipment has been tendered

Notice of Readiness (NOR) at Discharge Port, but it cannot be conducted Draught Survey (Laden draught) at Discharge Port after 03 steps as follows:

- (i) *Step 1:* After NOR of such Vessel has been tendered at the Discharge Port, its Cargo quantity shall be determined by Draught Survey at Buoy 0 of Discharge Port;
 - (ii) *Step 2:* In the event the Draught Survey in Step 1 cannot be conducted for at least 01 time (with Minutes of Fact confirmed by related Parties), then the Draught Survey shall be carried out at Discharge Port at the peak tide;
 - (iii) *Step 3:* In case the Draught Survey in Step 2 is unsuccessful after at least 01 time (with Minutes of Fact confirmed by related Parties), then
 - (iv) After finishing discharging Cargo of the Vessel for Direct Shipment or Vessel for Transshipment at Discharge Port, then the Licensed Marine Surveyor selected by the Purchaser shall conduct the Draught Survey (Light draught) and issue the Discharge Port Certificate of Weight of such Vessel based on:
 - a) The Minutes of Draught Survey (the load/laden draught) of such Vessel at Transshipment Anchorage (to be used as Initial Draft);
 - b) The Minutes of Draught Survey (the light draught) of such Vessel at Discharge Port (to be used as Final Draft).
- (4) The determination of coal quantity for Final Invoice of each delivered Cargo will be based upon the lowest weight among the total weight stated in Load Port Certificate of Weight, the total weight stated in Transshipment Anchorage Certificate of Weight (*not applied in case of Vessels for Direct Shipment*), and the total weight stated in Discharge Port Certificate of Weight for that delivered Cargo;
- (5) Should the Vessel for Direct Shipment or Vessel for Transshipment arrive at the Discharge Port with seals broken or not fully sealed, the utilization of the Minutes of Draught Survey of Vessel for Direct Shipment or Vessel for Transshipment at Transshipment Anchorage as mentioned in the item (iv) of paragraph (3) this Section I shall not be applied.
- (6) To ensure that the quality and quantity of coal remains the same after the transshipment process, the Purchaser recommends that the Seller not use barges for transshipment.

If the Seller uses barges for transshipment, according to Schedule 9, the barge is fully equipped with covers for barge hold, the Seller must arrange the appropriate cargo quantity to ensure that the Draught Survey is possible (according to the Book of volume occupied by inland waterway vessel). When the cargoes are transported by the barge, the Seller is responsible for taking all measures to ensure the quality of coal during transportation.

- (7) Based on the provisions of CSA, the Seller will make its best efforts to do the following:

- (i) Depend on the actual situation, the Seller shall make its best efforts to arrange as much as possible of Vessel for Transshipment are vessels with hatch covers, all hatch covers are fully sealed from completion of transshipment at the Transshipment Anchorage until the Purchaser commences discharging the Cargo at the Discharge Port.
 - (ii) Depend on the actual situation, the Seller shall make its best efforts to arrange as much as possible of Vessel for Transshipment being equipped with Automatically Identification System that are in good working order and always on, from the completion of transshipment at the Transshipment Anchorage until the Purchaser commences discharging the Cargo at the Discharge Port.
- (8) For the avoidance of doubt, Section I shall not be applied for the determination of Cargo quantity of Vessel for Direct Shipment.

Section II: Costs of Weighing

The Purchaser will be liable for all costs in connection with the determination of weight and the issue of the Transshipment Anchorage Certificate of Weight and Discharge Port Certificate of Weight for each Cargo.

Section III: Right to inspect

The Seller will have the right, at its own expense, to appoint representatives at Transshipment Anchorage to attend and observe the Draught Survey of Vessel for Transshipment conducted at the Transshipment Anchorage.

The Seller's representative shall not interfere in the process of weighing. The Seller's representative will keep in 01 originals of Minutes of Draught Survey, the Sealing of the hatch covers at the Transshipment Anchorage.

Section IV: Independent Licensed Marine Surveyor at Transshipment Anchorage

Vietnam Energy Inspection Corporation (EIC Vietnam) or another independent Licensed Marine Surveyor which will be notified by the Purchaser.

3. Resolution of Disputes

If there is a discrepancy of more than 1% of the total weight of a Cargo compared among the total weight as specified in the Load Port Certificate of Weight, total weight of the same Cargo as specified in the Transshipment Anchorage Certificate of Weight (*not applied in case of Vessels for Direct Shipment*) and total weight of the same Cargo as specified in the Discharge Port Certificate of Weight, the Purchaser and the Seller shall meet in an attempt to reach a consensus with respect to the discrepancy within thirty (30) days of the Purchaser notifying the Seller of the discrepancy. If the Purchaser and the Seller cannot reach a consensus or equitable resolution within such thirty (30) day period, the final Invoice Amount shall be adjusted using a total weight of the applicable Cargo, calculated as the lowest weight among the total weight as specified in the Load

Port Certificate of Weight, total weight of the same Cargo as specified in the Transshipment Anchorage Certificate of Weight (*not applied in case of Vessels for Direct Shipment*), and total weight of the same Cargo as specified in the Discharge Port Certificate of Weight.

Schedule 9. Discharging Conditions

1. General

Subject to practical consideration and approval of the Purchaser, the Seller shall elect to either deliver Cargo to the Discharge Port using the Transshipment Shipment Method, or Direct Shipment Method in accordance with and in full compliance with the provisions of this Schedule 9.

2. Nominated Vessel

2.1. Nominated Mother Vessel

- a) Unless otherwise agreed, not later than five (5) days prior to the first date of Load Port Laycan, the Seller shall send the Purchaser a Mother Vessel nomination by e-mail for the Purchaser's reference.
- b) The Nominated Mother Vessel details shall:
 - i) Include specific name and nationality (flag) of the Mother Vessel, Mother Vessel's DWT, draft, overall length, number and dimensions of hatches and holds, expected date of arrival at the Transshipment Anchorage ("ETA").
 - ii) Include Mother Vessel's IMO number and main information of the shipowner and/or Mother Vessel operator (name, address, nationality) and other relevant information which may be required by the Purchaser enabling the Purchaser to make sure that the performing Mother Vessel has been in compliance with those specific sanctions imposed by US and other governments and/or regulatory authorities including but not limited to anti-terrorism or anti-money laundering against certain countries, entities and individuals.
 - iii) Be oceangoing, seaworthy, single deck and bulk carrier.
 - iv) Be classed as Lloyd's Classification 100 A1 or otherwise it should contain the name of the classification societies in the certificate to be issued by the shipping company.
 - v) Be fully covered by hull insurance and P&I insurance provided by a reputable maritime insurance provider.
 - vi) Not fly a flag prohibited by the Government of Vietnam.
 - vii) Be free of any encumbrances, disputes, claims or legal actions which may affect the performance of Vessel during the carriage of the shipment.
- c) Regardless of any discharge rates and/or conditions at Discharge Port, and notwithstanding any other provisions of this Agreement, any demurrage and/or any costs, losses and expenses charged to Nominated Mother Vessel

at Load Port and/or Transshipment Anchorage and the journey therein shall be borne solely by the Seller.

2.2. Nominated Vessel for Transshipment:

2.2.1 Requirement on Nominated Vessel for Transshipment

- a) The Seller shall ensure that any Nominated Vessel for Transshipment will comply with the following requirements

Quantity of Cargo	Minimum number of Nominated Vessel for Transshipment	
	≥ 18,000 DWT	≥ 5,000 DWT- 18,000 DWT
Under 60,000 tons	2	To be nominated
From 60,000 to 80,000 tons	3	To be nominated
Above 80,000 tons	4	To be nominated

In the alternative, the Seller shall be deemed to have complied with the requirement under this Clause 2.2.1 a) if at least 75% of the Cargo carried by Mother Vessel was delivered by Vessel for Transshipment with dead weight tonnage of ≥ 18,000 DWT.

Notwithstanding any other provisions of this Agreement to the contrary, in the event that the Seller fails to comply with the requirement under this Clause 2.2.1 a) with respect to any Mother Vessel's Cargo, demurrage shall not be applied for Vessels for Transshipment transporting Coal from that Mother Vessel with dead weight tonnage of < 18,000 DWT.

- b) The Seller shall have sole responsibility to nominate and charter sufficient Nominated Vessel for Transshipment to completely and timely deliver and unload Cargo to and from Mother Vessels and Discharge Port. Notwithstanding the above, in case the Seller fails to comply with the above requirements, the Purchaser reserves the right to reject the Nominated Vessel for Transshipment and, on the Seller's behalf, select a substitute transshipment vendor which has the qualified Vessel for Transshipment. All incurred costs and expenses in relation to and arising out of the selection of the substitute vendors shall be for the Seller's account. For avoidance of doubt, the Seller hereby, by signing this Agreement, fully authorizes the Purchaser to select and implement the process to select a substitute transshipment vendor on the Seller's behalf, and shall sign any power of attorney to certify this authorization to the Purchaser immediately upon request from the Purchaser.
- c) No later than fifteen (15) Business Days from the date on which the Seller receives notice from the Purchaser setting out details of the Purchaser's costs and expenses as described above, the Seller shall make payment to the Purchaser's account by T/T. If the Seller fails to do so timely, without prejudice to Purchaser's other rights under the Agreement, the Purchaser shall have the right to make a demand on and deduct from the Performance Bond.

- d) The Purchaser will select the substitute transshipment vendor through calling for competitive quotations by at least two (02) vendors on the basis of the competitiveness, transparency and reasonable costs. For avoidance of doubt, the selection of substitute transshipment vendor will not release the Seller from any of its delivery obligations under this Agreement.

2.2.2 Nomination of Nominated Vessel for Transshipment

- a) Unless otherwise agreed, not later than five (05) days prior to Nominated Vessel for Transshipment's ETA at the Discharge Port, the Seller shall send the Purchaser a Vessel for Transshipment nomination by e-mail for the Purchaser's consideration in accordance with the requirements set out in Section 2.2.1 above.

The Nominated Vessel for Transshipment details shall:

- i) Include specific name and nationality (flag) of the Vessel for Transshipment, its DWT, draft, overall length, number and dimensions of hatches and holds, expected date of arrival at the Discharge Port ("ETA").
- ii) Include Vessel for Transshipment's IMO number and other relevant information if applicable to Vessel for Transshipment which may be required by the Purchaser enabling the Purchaser to make sure that the performing Vessel for Transshipment has been in compliance with those specific sanctions imposed by US and other Government and/or regulatory authorities including but not limited to anti-terrorism or anti-money laundering against certain countries, entities and individuals.
- iii) Be oceangoing, seaworthy, single deck and bulk carrier.
- iv) Be classed as Lloyd's Classification 100 A1 or otherwise it should contain the name of the classification societies in the certificate to be issued by the shipping company.
- v) Be fully covered by Hull Insurance Company, P&I Insurance Company.
- vi) Not fly the flag prohibited by the Government of Vietnam.
- vii) Vessel for Transshipment to be class/pandi/ISM covered at all the times when performance this CSA.
- viii) Fully equipped with covers for Vessel hold.
- ix) Be free of any encumbrances, disputes, claims or legal actions whatsoever during the carriage of the shipment.

If the Nominated Vessel for Transshipment is previously a Mother Vessel which has partly discharged Coal to one or more Vessel(s) for Transshipment at Transshipment Anchorage and then continues to transport the remaining Coal from the Transshipment Anchorage to the Discharge Port, such Nominated Vessel for

Transshipment shall satisfy the Purchaser's requirements for both Mother Vessel and Vessel for Transshipment.

- b) The Purchaser's decision regarding acceptance or rejection of the Nominated Vessel for Transshipment must be given in writing/email to the Seller latest within twenty-four (24) hours after the date when nomination details have been sent by the Seller. Nomination shall not be unreasonably rejected by the Purchaser. In case the Purchaser rejects the Nominated Vessel for Transshipment but the Seller still nominates the Vessel for Transshipment and its respective Cargo for delivery at the Discharge Port, the demurrage for such Vessel shall not be applied.

2.3. Nominated Vessel for Direct Shipment

- a) Unless otherwise agreed, not later than five (5) days prior the estimated first date of Load Port Laycan, the Seller shall send the Purchaser a nomination of Vessel for Direct Shipment by e-mail for the Purchaser's approval and confirmation.
- b) The Nominated Vessel for Direct Shipment details shall:
- i) Include specific name and nationality (flag) of the Vessel for Direct Shipment, Vessel for Direct Shipment's DWT, draft, overall length, number and dimensions of hatches and holds, expected date of arrival at the Discharge Port ("ETA").
 - ii) Include Vessel for Direct Shipment's IMO number and other relevant information if applicable vessel which may be required by the Purchaser to enable the Purchaser to make sure that the performing Vessel for Direct Shipment has been in compliance with those specific sanctions imposed by US and other Government and/or regulatory authorities including but not limited to anti-terrorism or anti-money laundering against certain countries, entities and individuals.
 - iii) Be oceangoing, seaworthy, single deck and bulk carrier.
 - iv) Be classed as Lloyd's Classification 100 A1 or otherwise it should contain the name of the classification societies in the certificate to be issued by the shipping company.
 - v) Be fully covered by and P&I insurance provided by a reputable maritime insurance provider.
 - vi) Not fly a flag prohibited by the Government of Vietnam.
 - vii) Vessel for Direct Shipment to be class/pandi/ISM covered at all times when performing this Agreement.
 - viii) Vessel for Direct Shipment shall be fully equipped with covers for Vessel hold.

- ix) Vessel for Direct Shipment shall be free of any encumbrances, disputes, claims or legal actions whatsoever during the carriage of the shipment.
- c) The Purchaser's decision regarding acceptance or rejection of the Nominated Vessel for Direct Shipment must be given in writing/email to the Seller latest within twenty-four (24) hours after the date when nomination details have been sent by the Seller. Nomination shall not be unreasonably rejected by the Purchaser. In case the Purchaser rejects the Nominated Vessel for Direct Shipment but the Seller still nominates the Vessel for Direct Shipment and its respective Cargo for delivery at the Discharge Port, the demurrage for such Vessel shall not be applied.

3. Berthing and Notice of Readiness

- a) For Direct Shipment Method, Seller shall inform Purchaser immediately at the each of the commencement and completion of loading at Load Port of Vessel for Direct Shipment, as well as the time Vessel for Direct Shipment leaves the Load Port. Upon completion of loading of the Nominated Vessel for Direct Shipment at LoadPort, or by the latest, within two (02) Business Days after Nominated Vessel for Direct Shipment Bill of Lading date, the Seller shall provide the Purchaser the following documents via electronic mail in colour scan:
 - i. Copies of Bill of Lading, Cargo manifest, Stowage plan of Vessel for Direct Shipment;
 - ii. Marine Cargo Insurance;

At least two (02) Business Days before the arrival of the Vessel at Discharge Port and if Cargo has not been rejected by the Purchaser in accordance with Section 1.4(a)(i) of Schedule 7, the Seller shall deliver via electronic mail to the Purchaser the following set of documents in colour scan for customs purpose:

- i. A Provisional Invoice for customs purpose which issued in accordance with Schedule 3 and Schedule 4
- ii. The Seller's statement confirming the reference number of electronic Certificate of Origin form D (e-COO form D), date and place of issued, name of mother vessel, quantity, exporter's name, address, country.
- iii. Certificate of Analysis issued by the Load Port Certified Testing Laboratory.
- b) For Transshipment Shipment Method, Seller shall immediately inform the Purchaser about each of the commencement and completion of loading at Load Port of the Mother Vessel, as well as the time Mother Vessel leaves the Load Port. Upon completion of the Mother Vessel loading operations at Load Port, and by the latest within two (02) Business Days after Bill of

Lading date of Mother Vessel, the Seller shall provide the Purchaser the following documents of the Mother Vessel via electronic mail in color scan:

- i. Copies of Bill of Lading, Cargo manifest, Stowage plan of Mother vessel;
- ii. Marine Cargo Insurance;

Similarly, within one (01) day after any Vessel for Transshipment leaves Transshipment Anchorage, the Seller shall provide the Purchaser with copies of bill of transportation issued by the Vessel for Transshipment or its agency, draft survey report at Transshipment Anchorage and notify the Purchaser about the expected time of arrival (ETA) of such Vessel for Transshipment at the Discharge Port.

At least two (02) Business Days before the arrival of the first Vessel for Transshipment at Transshipment Anchorage and if Cargo has not been rejected by the Purchaser in accordance with Section 1.4(a)(i) of Schedule 7, the Seller shall deliver via electronic mail to the Purchaser a set of documents in colour scan for customs purpose:

- i. A Provisional Invoice for customs purpose which shall be issued in accordance with Schedule 3 and Schedule 4;
 - ii. The Seller's statement confirming the reference number of electronic Certificate of Origin form D (e-COO form D), date and place of issued, name of Mother Vessel, quantity, exporter's name, address, country.
 - iii. Certificate of Analysis issued by the Load Port Certified Testing Laboratory.
- c) Notification about each Vessel for Transshipment's ETA at the Discharge Port shall be given in writing (or by e-mail) by the master of the Vessel for Transshipment/ vessel's agent/Seller's Representative to the Purchaser/ Purchaser's Representative at the Discharge Port at any time: day and night including Saturday, Sunday and holidays, every 5/4/3/2 days and twenty-four (24) hours before the Vessel for Transshipment's arrival at the Discharge Port.
- d) For the Direct Shipment Method, on arrival of Vessel for Direct Shipment at the Discharge Port, which means on arrival at a position within or near the berth where waiting vessels usually lie, WIPON, WIBON, WICCON and WIFPON and in all respects Vessel for Direct Shipment is ready to unload, the shipmaster/ship's agent/ Seller's Representative shall tender Notice of Readiness in writing (by email) to Purchaser's Representative at the Discharge Port indicating time at which vessel is ready to unload coal at the Discharge Port. The hard copy of the Notice of Readiness shall be sent to the Purchaser's Representative at the Discharge Port, during working time (meaning from 8:00 am to 11:30 am in the morning and from 1:00 pm to

4:30 pm in the afternoon from Monday to Saturday) (“**Notice of Readiness**”). For the avoidance of doubt, a Notice of Readiness tendered shall not be considered valid if a copy of all eligible documents as set out in Section 3 of Schedule 9 above used for customs clearance at Discharge Port are not submitted to Purchaser via electronic mail two (02) Business days before Vessel arrival at Discharge Port.

- e) For Transshipment Shipment Method, on arrival at the Discharge Port of the Vessel for Transshipment, which means on arrival at a position within or near the Berth where waiting Vessels for Transshipment usually lie, WIPON, WIBON, WICCON and WIFPON and in all respects the Vessel for Transshipment is ready to unload, the shipmaster/ship’s agent/Seller’s Representative shall tender Notice of Readiness in writing (by email) to the Purchaser’s Representative at Discharge Port indicating time at which the Vessel for Transshipment is ready to unload coal at the Discharge Port. The hard copy of Notice of Readiness shall be sent to the Purchaser’s Representative at the Discharge Port, during working time (that is from 8:00 am to 11:30 am in the morning and from 1:00 pm to 4:30 pm in the afternoon from Monday to Saturday) (“**Notice of Readiness**”). For the avoidance of doubt, other than Notice of Readiness tendered by Shipmaster above, the Seller shall submit a copy of all eligible documents as set out in Section 3b) of Schedule 9 above (as applicable) used for customs clearance in Vietnam submitted to Purchaser via electronic mail.

4. **Acceptance of Notice of Readiness**

For each Vessel for Direct Shipment (in case the Direct Shipment Method is applied) or Vessel for Transshipment (in case the Transshipment Shipment Method is applied), a Notice of Readiness meeting conditions set out in Section 4 of this Schedule will be deemed to be valid if:

- a) the Notice of Readiness has been tendered within the Arrival Window applicable for that Vessel for Direct Shipment or Vessel for Transshipment (as applicable);
- b) the Notice of Readiness has been tendered earlier than the first day of the Arrival Window applicable for that Vessel for Direct Shipment or Vessel for Transshipment (as applicable), upon the earlier of either (i) the time the Discharge Port is able to receive the Vessel for Direct Shipment or Vessel for Transshipment and commence to discharge its cargo or (ii) at 11:59 p.m. of the first day of the Arrival Window; or
- c) the Notice of Readiness has been tendered later than the final day of the Arrival Window applicable for that Vessel for Direct Shipment or Vessel for Transshipment (as applicable), upon the expiration of a period of 132 calendar hours starting from either (i) the date where the Notice of Readiness is tendered, or (ii) the next day after the date the Notice of Readiness is tendered if the tender was made after 4:00 p.m. of such date.

(the “Valid Notice of Readiness”).

5. Allowed Laytime

The Allowed Laytime for unloading within which the Purchaser shall procure the completion of unloading of each Vessel for Direct Shipment (in case the Direct Shipment Method is applied) at the Discharge Port shall be equal to the time calculated to the nearest minute by dividing the total tonnage specified in the Vessel for Direct Shipment Bill of Lading by the discharge rate (6,000 Tonnes/day PWWD SHINC).

The Allowed Laytime for unloading within which the Purchaser shall procure the completion of unloading of each Vessel for Transshipment (in case the Transshipment Shipment Method is applied) at the Discharge Port shall be equal to the time calculated to the nearest minute by dividing the weight of the Coal carried by such Vessel for Transshipment as presented in the Notice of Readiness by the discharge rate (6,000 Tonnes/day PWWD SHINC).

6. Calculation of Time Used

- a) The counting of Time Used:
 - a1) In case the Vessels for Direct Shipment (in case the Direct Shipment Method is applied) or Vessel for Transshipment (in case the Transshipment Shipment Method is applied) under this Agreement tender Notice of Readiness at Discharge Port more than twenty-four (24) hours apart, the counting of Time Used of each Vessels for Direct Shipment or Vessel for Transshipment shall commence upon the earlier of:
 - i) Twenty-four (24) running hours after Valid Notice of Readiness has been tendered; or
 - ii) Actual commencement of discharging of Coal of the relevant Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies).
 - a2) In case two or more Vessels for Direct Shipment or Vessel for Transshipment (whichever case applies) under this Agreement have tendered Notice of Readiness at Discharge Port within twenty-four (24) hours:
 - i) The counting of Time Used of the earliest Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies) (first (1st) Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies) shall commence upon the earlier of: (i) twenty-four (24) hours after Valid Notice of Readiness has been tendered, or (ii) actual commencement of discharging of Coal of the relevant Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies);
 - ii) The counting of Time Used of the second earliest (2nd) Vessel for Direct Shipment or Vessel for Transshipment (whichever case

- applies) shall commence upon the earlier of: (i) [Time Used and Time Lost counted for the first (1st) Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies)] after Valid Notice of Readiness has been tendered, or (ii) actual commencement of discharging of Coal of the relevant Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies);
- iii) The counting of Time Used of the third (3rd) Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies) shall commence upon the earlier of: (i) [Time Used and Time Lost counted for the first and the second Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies)] after Valid Notice of Readiness has been tendered, or (ii) actual commencement of discharging of Coal of the relevant Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies);
 - iv) The counting of Time Used of the Nth Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies) shall commence upon the earlier of: (i) [Time Used and Time Lost counted for all previous Vessels] after Valid Notice of Readiness has been tendered, or (ii) actual commencement of discharging of Coal of the relevant Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies).
- b) The time for the following events shall not be counted in determining Time Used (“**Time Lost**”), even if the Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies) is already subject to demurrage when the relevant event occurs (except in the case of item x):
- i) the periods of bad weather (including typhoon, strong wind, raining etc.) actually preventing discharging operations.
 - ii) time for sampling, initial and final draft survey at Discharge Port.
 - iii) time lost due to navigational reasons such as weather conditions, waiting for tides, awaiting daylights, awaiting pilots or tugs etc.
 - iv) time during which the Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies) has not been handled because of such Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies)’s or the shipowner’s fault and other vessel’s reason effecting the performance of Discharge Port.
 - v) time stopped for ballasting/deballasting, opening and closing hatches.
 - vi) time lost due to departing previous Vessel(s) under this Agreement.

- vii) time lost for the removal of contaminants such as wood, iron, nonferrous materials, blast materials, salt, petroleum coke, pitch, pitch coke, tar sludge or other materials.
 - viii) time lost due to moist/wet coal adhering and causing blockage of the Purchaser's unloading equipment.
 - ix) any time lost due to unloading interruption due to swell, wind, rain, fog, or other natural causes provided that such adverse conditions render it unsafe for the unloading operations to continue as determined by the master of the Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies).
 - x) time lost due to any event of Force Majeure that (a) is not an event of Force Majeure that directly prevents, interrupts or slows the Purchaser taking delivery of Coal, and (b) occurs when the Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies) is not already subject to demurrage.
- c) Counting of Time Used shall end when the entire quantity of Coal has been discharged from the the Vessel for Direct Shipment or Vessel for Transshipment (whichever case applies).
 - d) The fact of such unfavourable weather conditions preventing discharging operations is to be reflected in the statement of facts countersigned by Vessel's command, terminal,agents and Seller/Seller's representatives.
 - e) Time Used calculation shall be calculated on the basis of Statement of Fact (SOF) which is signed by ship's master or his agent and the Purchaser and Seller/Seller's Representatives at the Discharge Port. SOF shall be signed by relevant Parties within 5 days from completion of discharging at Discharge Port of the last Vessel for Direct Shipment/Vessel for Transshipment of each shipment.
 - f) All taxes/duties on the Vessel for Direct Shipment or Vessel for Transshipment (whichever applies) at the Discharge Port shall be for Seller's account and be considered the sole responsibility of the Seller. pilotage, lighting and power for operating Vessel for Direct Shipment or Vessel for Transshipment (whichever applies)'s cranes/derricks and winches (if any) at the Discharge Port shall be also for Seller's account and sole responsibility.

7. Demurrage and Despatch Rate

- a) Demurrage/despatch rate applicable for Nominated Vessel(s) for Direct Shipment/Nominated Vessel for Transshipment(s) shall be as follow:
 - For Nominated Vessel(s) for Direct Shipment or Nominated Vessel for Transshipment(s) with the deadweight from 18,000 DWT:

demurrage/despatch is applied at 8,000/4,000 USD per 24 hours and prorata;

- For Nominated Vessel(s) for Direct Shipment with deadweight from 10,000 DWT– under 18,000 DWT or Nominated Vessel for Transshipment(s) with deadweight from 7,000 DWT– under 18,000 DWT: demurrage/despatch is applied at rate of 2,000/1,000 USD per 24 hours and prorata;
- For Nominated Vessel(s) for Direct Shipment with size range under 10,000 DWT or Nominated Vessel for Transshipment(s) under 7,000 DWT: (no demurrage/despatch shall be applied)

For any Cargo, in case any Nominated Vessel(s) for Direct Shipment or Nominated Vessel for Transshipment(s), or the composition of Nominated Vessel(s) for Direct Shipment or Nominated Vessel for Transshipment(s) discharging such Cargo at Discharge Port, do not meet requirements of technical parameters and other requirements stated in this Agreement, the Purchaser shall be relieved of any obligation to pay demurrage notwithstanding any prior confirmation of acceptance of such Nominated Vessel(s) for Direct Shipment or Nominated Vessel for Transshipment(s) for discharging.

- b) If the Time Used for discharging any Nominated Vessel(s) for Direct Shipment or Nominated Vessel for Transshipment(s) (whichever applies), as determined in accordance with Clause 6, exceeds the Allowed Laytime for that Nominated Vessel(s) for Direct Shipment or Nominated Vessel for Transshipment(s) (whichever applies), as determined under Clause 5, Purchaser shall pay demurrage to the Seller in respect of such excess time at the rate set out at Clause 7 of Schedule 9.
- c) If the Time Used for discharging any Nominated Vessel(s) for Direct Shipment or Nominated Vessel for Transshipment(s) (whichever applies), as determined in accordance with Clause 6, is less than the Allowed Laytime for that Nominated Vessel(s) for Direct Shipment or Nominated Vessel for Transshipment(s) (whichever applies), as determined under Clause 5, the Seller shall pay despatch to the Purchaser in respect of that saved time at the rate set out at Clause 7 of Schedule 9.
- d) For avoidance of doubt, the Purchaser shall only be responsible for demurrage of Vessel directly tendering Notice of Readiness to the Purchaser's Representative at Discharge Port, and directly unloading its Cargo in full at Discharge Port.
- e) The demurrage under this Schedule 9 shall be the only remedy available to the Seller, whether in law or under Agreement, for any Vessel for Transshipment or Vessel for Direct Shipment discharging its Cargo at Discharge Port with its Time Used exceeding its Allowed Laytime.

8. Other requirements

- a) Should either the Vessel for Direct Shipment or Vessel for Transshipment be detained by authorities at Discharge Port, the direct actual expenses incurred on the Vessel for Direct Shipment or Vessel for Transshipment will be for Seller's account if such arrest is caused by Seller, Seller's employees, Seller's agent, Seller's shipowner and/or shipowner employees. The same to be for the Purchaser's account if the arrest caused by Purchaser and/or its employees and/or Purchaser's agents and/or Purchaser's Representatives.
- b) The Seller and the Purchaser (where he is in a position to do so) shall be responsible for obtaining all necessary permits, licenses or approvals relating to importation, including clearance through customs and release of his shipment in the Socialist Republic of Vietnam. For the avoidance of doubt, the Purchaser shall be responsible for customs clearance in Vietnam provided that the Seller fully complies with provisions of Section 1.2 (a) of Schedule 7 and Section 3 of Schedule 9 of this Agreement.
- c) In case the Seller fails to provide documents as provided in Section 3 of this schedule, the valid Notice of Readiness will be extended to two (02) days from the receipt of such documents or getting customs clearance done whichever is earlier.
- d) Any damage caused by the Purchaser and their stevedores at Discharge Port shall be notified by the master or the agent to the Purchaser and the stevedores at the time of occurrence and or the agents in writing latest within 24 hours of such occurrence or as soon as possible thereafter. Damage caused to a vessel by stevedores and/or lighters nominated and/or appointed by the Purchaser shall be settled directly between such stevedores and the relevant vessel's owner. If the stevedores and the vessel's owner are unable to settle, the Purchaser shall cooperate to support the settlement of such damage.
- e) The Seller shall comply with the Procedure of Receiving and Dispatching Coal Vessels/Vessel for Transshipments at Duyen Hai Port as specified in Part VII. This procedure will be updated from time to time and will be promptly notified to the Seller as soon as there are any updates.
- f) For avoidance of doubt, the Seller shall be solely responsible for any terms and conditions it signed with ship-owners more onerous or impose upon the Seller additional or higher responsibilities and/or liabilities than those stipulated in this Agreement.
- g) In the monsoon season (from October to April), barges shall not be used for coal delivery.

Schedule 10. Insurance Requirements

General

Within five (05) Business Day of any request by the Purchaser, the Seller shall provide documentary evidence of the insurance policies it is required to obtain and maintain pursuant to Clause 35 and this Schedule, including policy documents and evidence of premium payment and, where applicable, renewal of the said policies. If such evidence is not provided by the Seller when requested, the Purchaser has the right to take out and maintain any such policies of insurance, the costs of which shall be for the account of the Seller.

Marine Cargo Insurance

Insured:

1. The Purchaser,
2. The Seller.

All for as their interests may appear.

Beneficiary: The Purchaser.

Coverage: CIF value of each shipment plus 10%.

The Parties agree that the Seller may vary the foregoing deductibles and their amounts, provided that the applicable deductibles and their amounts shall be commercially reasonable in light of prevailing market conditions for marine cargo insurance.

Insurance covers the loss of or damage to the Coal, and any salvage or general average contributions; beginning at the Load Port and continuing until completing to discharge shipment at Discharge Port.

Insurance to be in accordance with the Institute Coal Clauses (1/10/82).

Schedule 11. Performance Bond**FORM OF PERFORMANCE BOND**

PERFORMANCE BOND

(On Bank's Letterhead)

No.:

[name, address of Purchaser]

Issuing Date

PERFORMANCE BOND No.

Dear Sirs,

1. We refer to the Coal Supply Agreement No. / entered into on [...] between [*name of Purchaser*] (hereinafter called the "Purchaser") represented by Duyen Hai Thermal Power Company (DHTPC) and [*name of the Seller*] (hereinafter called the "Seller") to supply coal for the [*insert name of TPP*](the "Agreement").
2. Acting upon our client's instructions, we, the undersigned bank (hereinafter referred to, in the third person, as the "Issuing Bank"), establish this irrevocable unconditional on-demand guarantee (the "Bond") in the amount of VND/USD [*In figure and In word*](the "Bond Amount") in the Purchaser's favour and for account of the Seller.
3. The Issuing Bank hereby irrevocably and unconditionally undertake to pay you any sum or sums not exceeding in total an amount ofVND/USD (sayVND/USD) upon receipt by us of your first demand (each such written demand for payment by DHTPC being a "Payment Demand") in writing and accompanied by your duly signed statement that:
 - that the Seller is in breach of his obligations under the Agreement, and
 - the respect in which the Seller is in breach.
4. As between the Issuing Bank and the Purchaser, a notice in writing of default as aforesaid shall be conclusive evidence of the Seller's default in performance or observance of any of its outstanding obligations under the Agreement.
5. The Issuing Bank acknowledges that the Purchaser is entitled to submit as many Payment Demands as it deems appropriate, it being understood by all parties that the aggregate of all amounts claimed under any number of Payment Demands shall not exceed the Bond Amount.
6. The Issuing Bank shall honour each Payment Demand submitted by the Purchaser under the terms of this Bond and agree to pay the amount demanded immediately upon first demand by the Purchaser. The Issuing Bank shall not be entitled, as against the Purchaser, to any right of set-off or counterclaim whatsoever and howsoever arising.

7. The Purchaser shall not be required to take any action against the Seller, including obtaining any judgment or order against the Seller or issuing any proceedings or filing any claim in bankruptcy, insolvency or administration (or any equivalent procedure), before submitting any Payment Demand under this Bond.
8. The Issuing Bank hereby agrees that the Agreement may be modified, amended or supplemented without the Issuing Bank's consent in any manner and agrees that no such modifications, amendment or supplements shall release, affect or impair the Issuing Bank's liability under this Bond.
9. The obligations of the Issuing Bank under this Bond are primary and are not by way of surety only. The Issuing Bank is not discharged or released by any alteration of any of the terms, conditions and provisions of the Agreement or in the extent or nature of the agreed works, nor by the administration or dissolution of the Seller, nor by any disclaimer of the Agreement by a liquidator of the Seller and no allowance of time or other forbearance or indulgence by the Purchaser under or in respect of the Agreement shall in any way release, reduce or affect the liability of the Issuing Bank under this Bond.
10. The Issuing Bank obligations hereunder are continuing and absolute irrespective of the validity, regularity, enforceability or value of the Seller and will not be in any way affected by defense of a guarantor or surety, all of which are hereby expressly waived by the Issuing Bank.
11. The Issuing Bank's payment under this Bond shall be made by electronic transfer in VND/ USD within five (05) Business Days from its receipt of the Purchaser's Payment Demand to a bank account specified by the Purchaser or the Purchaser's representative in the corresponding Payment Demand, free and clear of and without reduction by reason of any and all present and future taxes, levies, charges or withholdings whatsoever, imposed or collected with respect thereto.
12. Subject to paragraph 13 below, this Bond shall become effective on _____ (the "Effective Date") and remain valid and in full force and effect till _____ being [*insert the time as specified in Clause 34 for short-term or one (1) year for mid-term*] after the Effective Date (the "Expiry Date").
13. This Bond shall be automatically extended for [*insert the remaining time for mid-term Agreement plus one (01) month*] periods from the Expiry Date or from any subsequent expiry date (a "New Expiry Date") successively, unless, at least thirty (30) days prior to the Expiry Date or any New Expiry Date, the Issuing Bank sends to the Purchaser written notice that the Issuing Bank elects not to extend this Bond for any additional period. This Bond may be replaced by a new Bond with the same terms and conditions hereof on the Expiry Date, in each case in accordance with the Agreement until the expiry of term of the Agreement.
14. Any claim under this Bond, must be submitted to the Issuing Bank by hand delivery or by courier at _____ (contact number: ...) not later than the Expiry

Date or the New Expiry Date. The original claim shall be sent to Issuing Bank within seven (07) Business Days.

15. Neither party shall assign or transfer any of its rights and/or obligations hereunder, except that the Purchaser shall be entitled to assign or transfer its rights under this Bond as security to any financial institutions providing finance for the Purchaser or their nominee, or to any other permitted transferee under the Agreement.
16. All charges of the Issuing Bank related to the issuance or performance of this Bond (including, but not limited to, the negotiation, payment, extension or transfer of it) shall be borne by the Seller and under no circumstances shall be charged to the Purchaser.
17. Any communication from the Purchaser with respect to this Bond shall be in writing and delivered by hand, with receipt confirmed, to the address at which Payment Demands are to be delivered.
18. Except to the extent it is inconsistent with the express terms of this Bond, this Bond is subject to the ICC Uniform Rules for Demand Guarantees, 2010 revision, ICC Publication No. 758.

Yours faithfully,

(Name of Issuing Bank)

By _____

(Full name, position, signature and seal)

Schedule 12. Delivery Schedule

Delivery Month	Mother Vessel/ Vessel for Direct Shipment	Quantity (MT)	Load Port Laycan	Transshipment Anchorage	Arrival Window at Discharge Port (*)
1st Delivery Month	1				
	2				
	...				
2nd Delivery Month					
	Total				

Note:

- *TBD: To be determined;*

- *The exact coal quantity for each power plant can be adjusted based on actual commercial operation schedule of Duyen Hai 3 and Duyen Hai 3 Extension TPP*

- *For any Delivery Months that have not been agreed in details, the number of Mother Vessel to be used, quantity, Load Port Laycan and Arrival Window of each Cargo shall be subject to Clause 7.5. Delivery Schedule of Part IV. Conditions of Agreement.*

- *For avoidance of doubt, the estimated Delivery Month Quantity for each and every Delivery Month shall be set out fully in the above table.*

Part II. Minutes of Negotiation Meeting

Part III. Decision on approval for Bidder selection result

Part IV. Conditions of Contract

1. Definitions and Interpretations

1.1. Definitions

Agreement means this Coal Supply Agreement and other documents of the Agreement documents as listed above.

Accepted Coal Properties have the meaning given in Section 3.2 of Schedule 7.

Adverse Claim has the meaning as specified in Clause 16.2.

Affected Party has the meaning as specified in Clause 18.1.

Allowed Laytime means the allowed time period for discharging of Coal from Vessel for Direct Shipment or Vessel for Transshipment (as applicable) at Discharge Port as specified in Section 5, Schedule 9.

Applicable Law means any and all Laws applicable to the Parties, the transactions contemplated by this Agreement or the properties and interests the subject of this Agreement or any of them.

ASTM means the American Society for Testing and Materials.

Arrival Window means, in accordance with Clause 7.5 of this Agreement, ten (10) days (counting from 00:00 a.m of the first day to 11:59 p.m of the tenth day (the last day)) during which a Vessel (Vessel for Direct Shipment in case of Direct Shipment Method, Vessel for Transshipment in case of Transshipment Shipment Method) must be ready for discharge of its Cargo at the Discharge Port.

For example: If an Arrival Window is “15 January 2025 – 24 January 2025”, this means the Arrival Window shall be deemed to commence at 00:00 a.m on 15 January 2025 and end at 11:59 p.m on 24 January 2025.

Authorization includes:

- (a) any consent, authorization, registration, filing, lodgement, agreement, notarization, certificate, permission, license, approval, authority or exemption from, by or with a Governmental Agency; or
- (b) in relation to anything that is required or which will be fully or partly prohibited or restricted by Applicable Law or if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

Contract Base Quantity means the quantity specified in Item 8 of Schedule 1, as adjusted in accordance with Clause 7.4.

Base Coal Price means the FOB price in US\$/Tonne specified in Item 2 of Schedule 1 and in Section 1 of Schedule 3.

Berth means an unloading berth or terminal, floating ship-unloading facility, or other ship-unloading facility, used for the discharging of coal at the Discharge Port.

Berthing means the securing of the Nominated Vessel alongside a Berth, or the securing of a Berth alongside a Nominated Vessel, as the case may be, such that the Nominated Vessel is ready for unloading in accordance with Section 3 of Schedule 9.

Bill of Lading means a document signed by the master of a Vessel or his agent, which acknowledges that a Cargo has been received, describes the Cargo, specifies its destination and sets out the terms under which the Cargo is to be carried.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Vietnam.

Cargo means the quantity of Coal supplied by the Seller to the Purchaser from Load Port to Discharge Port on a single voyage (including transshipment if any).

CSA Final Settlement Agreement has the meaning given in Section B of Schedule 4.

Certificate of Analysis means a certificate of analysis of the type normally issued by a Certified Testing Laboratory to describe and certify the complete results of a Laboratory Analysis of any Sample of a Cargo and which shall specify the extent to which the characteristics of the Coal with respect to a Cargo are within or outside (as the case may be) the Required Specifications.

Certificate of Origin means a document certifying (in form and substance satisfactory to the Purchaser) the country from which the Coal in respect of a particular Cargo originates.

Certificate of Weight means a certificate of weight of the type normally issued by a Licensed Marine Surveyor to certify the results of a Draught Survey.

Certified Testing Laboratory means an independent laboratory certified to undertake materials testing and analysis in accordance with international standards.

Coal means subject to Section 1.4(a)(ii) of Schedule 7 [sub-]bituminous coal sourced exclusively from the Coal Mine(s) which satisfies the Required Specifications.

Coal Reserves means, in relation to each Coal Mine, the coal reserve of the Coal Mine as stated in the “report on the assessment of coal reserves and coal quality by reputable international organizations such as JORC code, SAMREC or other independent organizations to prove the reserves of proposed coal mines to meet coal supply requirements” provided by the Seller as part of the Pre-Qualification Documents.

Coal Quality Failure means Coal of any two (02) Cargoes (for Contract Base Quantity from 0.4 milT to below 1 milT); **or** three (03) Cargoes (for Contract Base Quantity from 1 milT to 1.5 milT); **or** four (04) Cargoes (for Contract Base Quantity above 1.5 milT) delivered to the Purchaser is Non-Conforming Coal.

Coal Quality Warranty has the meaning as set forth in Clause 16.3.

Coal Mine means the mine(s) specified in Section 4 of Schedule 1.

Coal Quality Remedial Plan has the meaning specified in Clause 13.3(a).

Control, of an entity, means the capacity to determine the outcome of decisions about the entity's financial and operating policies.

Contract Price means the contract price before taxes specified in Item 1 of Schedule 3.

Conduct has the meaning given in Clause 27.

Cost Compensation has the meaning given in Clause 13.5.

CIF has the meaning given in Incoterms 2010, except to the extent inconsistent with the express provisions of this Agreement.

Deliver, Delivered or Delivery means a delivery in accordance with Clause 4.1, as the context may require.

Delivery Failure means a failure by the Seller to deliver any Cargo in accordance with the terms of Clause 13.2;

Delivery Month means a period counted from the first day of Arrival Window of the first shipment to the last day of Arrival Window of the last shipment of the applicable Delivery Schedule for such Delivery Month, whether the Delivery Schedule as specified in Schedule 12 (if applicable and binding), the Proposed Delivery Schedule (if applicable and binding), or in the Revised Delivery Schedule agreed by both parties.

Additional Base Quantity has the meaning as specified in Clause 7.4 (a).

Reduced Base Quantity has the meaning as specified in Clause 7.4 (b).

Delivery Schedule including information as mentioned in Clause 7.5(b) and specified in the table in Schedule 12 or the Proposed Delivery Schedule as proposed by the Purchaser and confirmed by the Seller in accordance with Clause 7.5, or the Revised Delivery Schedule as revised by the Parties from time to time in accordance with Clause 7.5 and Schedule 12.

Delivery Month Quantity has the meaning specified in Clause 7.5 (a).

Disputed Amounts has the meaning given in Section 8(a) of schedule 4.

Delivered FOB Price has the meaning given in Section 2 of Schedule 3.

Discounted Invoice Amount has the meaning given in Section 3.2 of Schedule 3.

Discounted Invoice Price has the meaning given in Section 3.2 of Schedule 3.

Discounted Invoice Weight has the meaning given in Section 3.2 of Schedule 3.

Discharge Rate has the meaning specified in Item 6 of Schedule 1.

Discharge Port means Duyen Hai Port, Vinh Long province, Vietnam.

Discharge Port Certificate of Analysis has the meaning specified in Section 2.2(a) of Schedule 7.

Discharge Port Certificate of Weight has the meaning specified in Section 2(b) of Schedule 8.

Discharge Port Testing Laboratory means the independent Certified Testing Laboratory selected by the Purchaser from the list set out in Schedule 5 (as may be amended by the Parties from time to time) or as otherwise agreed by the Parties.

Direct Shipment Method means the method of shipment whereby Coal is delivered directly from Load Port to Discharge Port on a single voyage using a Vessel for Direct Shipment without any transshipment.

Draught Survey means a marine draught survey carried out to determine the quantity of Coal in Tonnes on a Nominated Vessel to be conducted in accordance with the UNECE Code of Uniform Standards and Procedures for the Performance of Draught Surveys of Cargoes or such other standard for draught surveys as may be agreed between the Parties.

Effective Date means:

The Agreement shall come into full force and effect on the date when all of the following conditions have been fulfilled (“**Effective Date**”):

- a) This Agreement has been officially and duly signed by both Parties;
- b) The Seller has submitted a valid Performance Bond in accordance with the Agreement.

EVN means Vietnam Electricity, a state-owned public utility enterprise engaged in the generation, transmission, distribution and sale of electric capacity and energy in Vietnam and organized and incorporated under the laws of Vietnam.

EVNGENCO1 means Power Generation Corporation 1, a state-owned corporation belongs to EVN engaged in the generation of electricity in Vietnam and organized and incorporated under the laws of Vietnam.

Facility has the meaning given as follows: the Duyen Hai 3 (2x622 MW) and Duyen Hai 3 TPP Extension (1x688 MW) Coal-fired Thermal Power Plant, located at Mu U Hamlet, Duyen Hai ward, Vinh Long Province, Vietnam. (the Facility).

Foreign Contractor Tax (FCT) include Value-Added Tax (VAT) and Corporate Income Tax (CIT), according to Circular 103/2014/TT-BTC dated 06/8/2014 issued by the Ministry of Finance of Vietnam, guidelines for the fulfillment of tax liability of foreign entities doing business in Vietnam or earning income in Vietnam and/or amendments and supplements according to current Vietnamese laws (if any).

Final Purchase Price/ Final Invoice Amount has the meaning as set out in Section 3.b (iii) of Schedule 4.

Final Invoice/Adjusted Invoice/Adjusted VAT invoice without tax has the meaning the invoices issued in accordance with Section 3 Schedule 4.

First Load Port Sample has the meaning given in Schedule 7.

First Discharge Port Sample has the meaning specified in Schedule 7.

Force Majeure:

- (a) means, subject to paragraph (c), an event, condition or circumstance or combination of events, conditions or circumstances listed in paragraph (b) that wholly or substantially prevents, hinders or delays a Party in the exercise of its rights or performance of its obligations under this Agreement but only if and to the extent that such events and/or circumstances:
 - (i) are not within the reasonable control of the affected Party; and

- (ii) could not have been avoided by the affected Party using reasonable care to prevent or mitigate its effects;
- (b) the events, conditions or circumstances referred to in paragraph (a) shall be limited to:
 - (i) epidemic, plague or quarantine;
 - (ii) act of war (whether declared or undeclared and including civil war), invasion, armed conflict or act of foreign enemy, blockade, embargo (including any consequential unavailability or shortage of fuel or materials);
 - (iii) revolution, riot, insurrection, rebellion, military or usurped power, civil commotion, or act of terrorism and/or piracy, or politically motivated sabotage or kidnapping, any political or governmental decision(s) in critical situation(s);
 - (iv) Nuclear, chemical or biological contamination or sonic boom;
 - (v) earthquake, tsunami, lightning, typhoons, floods or excessive rain occasioning flood or other natural disaster;
 - (vi) accidents of navigation, air crash, shipwreck, train wreck or other failures or delays of transportation resulting from a collision accident;
 - (vii) Any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or companies in the same group as that Party); or
 - (viii) Collapse of buildings, fire, explosion, prolonged unplanned outage of the facility, material equipment failure, transmission line failure or accident, prolonged forced unplanned shutdown or capability reduction, prolonged inability to restart that affects any parts or all of each and any of the Facility, the Discharge Port, the Coal Mine, the Load Port Area, the Transshipment Anchorage;
- (c) For avoidance of doubt, the events, conditions or circumstances referred to in paragraph (a) shall not be considered and classified as a Force Majeure in case of:
 - (i) lack of Coal or Coal Reserves at the Coal Mine;
 - (ii) the application or variation of any minimum price benchmarks for Coal under any Applicable Laws;
 - (iii) the application or variation of any requirement under Applicable Law for the Seller to supply coal to the domestic market; or
 - (iv) events, conditions or circumstances caused by the gross negligence or willful misconduct of, or a failure to comply with Law or Good Mining Practice by, the affected Party or its Related Entities, employees, contractors or agents.
 - (v) adverse weather conditions; or
 - (vi) trade-war between any countries besides between Vietnam and the country of the exported coal source specified in this Agreement; or

- (vii) embargo imposed to any countries besides imposed on Vietnam or imposed to the country of the exported coal source specified in this Agreement.

Fourth Discharge Port Sample has the meaning given in Schedule 7.

Good Mining Practice means, at a particular time, all such practices, methods and acts as are in accordance with the standards of prudence applicable to the coal mining industry in the Coal Mine's country that would have been reasonably expected to accomplish the desired results at the lowest reasonable cost consistent with reliability, safety and expedition.

Goods means the Coal to be provided in accordance with the terms of this Agreement.

Governmental Agency means a government or a governmental, semi-governmental or judicial entity or authority in the Coal Mine's country and Vietnam (as applicable to the Seller or the Purchaser). It also includes a self-regulatory organization established under statute or a stock exchange.

Holding Company means, in relation to an entity (the first entity), an entity of which the first entity is a Subsidiary.

Import Tax Withheld has the meaning given in Section 3(f) of Schedule 4.

ICC means the International Chamber of Commerce.

Incoterms means the publication titled 'ICC Official Rules for the Interpretation of Trade Terms – Incoterms 2010' published by the International Chamber of Commerce (2010 edition).

Increase Adjustment means the number of Cargoes specified in Item 10 of Schedule 1.

Insolvency Event occurs if a Party:

- (a) stops or suspends, or threatens to stop or suspend, payment of all or a material part of its debts (other than a debt or claim the subject of a good faith dispute);
- (b) by reason of any actual or anticipated financial difficulties, proposes in writing or makes any agreement for the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its debts;
- (c) admits in writing its inability to pay its debts as and when they fall due or proposes in writing or makes a general assignment or an arrangement or composition with or for the benefit of relevant creditors in respect of any of such debts;
- (d) is insolvent or bankrupt within the meaning of the Applicable Law of the jurisdiction in which it is incorporated;
- (e) has an administrator, judicial manager, curator or similar officer appointed over all or any of its assets or undertaking, or any step preliminary to the appointment of such an officer is taken;
- (f) has a receiver, receiver and manager, mortgagee in possession or similar officer appointed to all or any of its assets or undertaking;
- (g) goes into liquidation, bankruptcy or receivership;

- (h) shall have been impleaded in any proceeding under insolvency, suspension of payments, corporate rehabilitation, or other similar Applicable Law, or any judgment or order is entered by a court of competent jurisdiction for the appointment of a receiver, trustee or the like to take charge of all or substantially all of the assets of the Party and such proceedings have not been discharged or stayed within a period of sixty (60) days; or
- (i) has an application or order made, proceedings commenced, a resolution passed or proposed in a notice of meeting, an application or petition to a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up or dissolution or for it to enter into an arrangement, compromise or composition with or assignment for the benefit of its creditors, or class of them or any of them, for protection under insolvency, suspension of payments, corporate rehabilitation or other Applicable Law for the relief of debtors.

Invoice Amount means the amount payable for each Cargo, calculated in accordance with Schedule 3.

Invoice Price means the Base Coal Price, as adjusted in accordance with Section 2 and Section 3 of Schedule 3.

Invoice Weight means the weight specified in a Load Port Certificate of Weight or Discharge Port Certificate of Weight, as may be adjusted in accordance with Section 2, 3 of Schedule 8.

Insurance Certificate means a certificate of the insurance specified in Schedule 10 of this Agreement.

ISO means International Organization for Standardization.

ISPS means collectively:

- (a) the International Ship and Port Facility Security (ISPS) Code (as amended from time to time) and the relevant amendments to Chapter XI of the International Convention for the Safety of Life at Sea 1974; and
- (b) any local law, legislation or regulation of the flag state of a Nominated Vessel or places called at by the Nominated Vessel providing for the implementation of the instruments referred to in paragraph (a) or covering topics with respect to maritime security which are equivalent to the topics covered by the instruments referred to in paragraph (a).

L/C Shipping Documentations and L/C Shipping Documentation have the meaning given in Section A.2.2 of Schedule 4.

Laboratory Analysis means a laboratory analysis of the type normally conducted by a Certified Testing Laboratory to determine the quality characteristics of coal, including each of those included in the Required Specifications.

Law means any statute, regulation, order, rule or subordinate legislation enforceable under any statute, regulation, rule or subordinate legislation.

Letter of Credit has the meaning specified in Schedule 4.

Licensed Marine Surveyor means a person licensed by the applicable Governmental Agency to conduct Draught Surveys in Indonesia or Vietnam.

Load Port means the load port as specified in Schedule 1.

Load Port Area means a Load Port and includes any land in the vicinity of the Load Port on which:

- (a) Coal is stored prior to Delivery; or
- (b) loading equipment used at the Load Port is situated.

Load Port Certificate of Analysis has the meaning specified in Section 1.2(a) of Schedule 7.

Load Port Certificate of Weight has the meaning specified in Section 1(b) of Schedule 8.

Load Port Laycan means a ten (10) day period during which the Shipowner must tender notice of readiness to the Charterer that the Mother Vessel (in case of Transshipment Shipment Method) or the Vessel for Direct Shipment (in case of Direct Shipment Method) has arrived at the Load Port and is ready to load.

Load Port Testing Laboratory means such independent Certified Testing Laboratory selected by the Seller from the list set out in Schedule 5 (as may be amended by the Parties from time to time) or as otherwise agreed by the Parties, or, in the absence of agreement, selected in accordance with Section 1.5 of Schedule 7.

Market Price Adjustment means the market price adjustment mechanism set out in Section 2 of Schedule 3.

Required Specifications means the specifications of the maximum (“**Max**”) and minimum (“**Min**”) limits for Coal set out in Schedule 2.

Minimum Take Requirement means 90% of the Contract Base Quantity.

Maximum Reduced Base Quantity has the meaning specified in Clause 7.4 (b).

Maximum Additional Base Quantity has the meaning specified in Clause 7.4 (a).

Maximum Penalty has the meaning specified in Clause 12 (b).

Month means a Gregorian calendar month.

Mother Vessel means, in relation to Transshipment Shipment Method, a vessel chartered by the Seller for the transportation of Coal sold under this Agreement from Load Port to the Transshipment Anchorage.

NSMO means National Power System and Market Operator Company Limited under the Ministry of Industry and Trade.

Notice has the meaning given in Clause 30.

Nominated Mother Vessel means a Mother Vessel nominated by the Seller for the transportation of Coal sold under this Agreement from Load Port to Transshipment Anchorage Agreement.

Nominated Vessel for Transshipment means a Vessel for Transshipment nominated by the Seller for the transportation of Coal sold under this Agreement from Transshipment Anchorage to Discharge Port and approved by the Purchaser.

Nominated Vessel for Direct Shipment means a Vessel for Direct Shipment nominated by the Seller for the transportation of Coal sold under this Agreement from Load Port to Discharge Port in a single voyage and approved by the Purchaser.

Non-Conforming Coal means any coal delivered by the Seller to the Purchaser that has any one or more specifications on Load Port Certificate of Analysis and/or Discharge Port Certificate of Analysis, which do not satisfy the Required Specifications.

Party or Parties has the meaning set out in Part I – Coal Supply Agreement.

Penalties has the meaning specified in Clause 12 (b).

Penalty for Non-Delivery has the meaning specified in Clause 12 (c).

Performance Bond has the meaning specified in Clause 34 of this Agreement.

Proforma Invoice has the meaning given in Section A.2(a) of Schedule 4.

Price Adjustment Value means each of the following values for the applicable Cargo: ash content, sulphur content, volatile matter content, Hardgrove Grindability Index, ash fusion temperature, net calorific value and sub-lot differences (in each case, measured by the units of measurement specified in the second column of the specifications contained in Schedule 2 where a unit of measurement is specified) as specified in the Load Port Certificate or Discharge Port Certificate or the Umpire Certificate, as the case may be.

Provisional Invoice/VAT Invoice without tax has the meaning the invoices issued in accordance with Section 2.3 Schedule 4.

Purchaser means the Purchaser of the Agreement that is Duyen Hai Thermal Power Company for the procurement and delivery of Coal.

Purchaser's Bank Account means the account notified by the Purchaser to the Seller (as may be varied by the Purchaser from time to time by notice to the Seller).

Purchaser Event of Default has the meaning specified in Clause 14.3.

PWWD SHINC means per weather working day, Sunday and holidays included.

Alternate Coal means coal purchased pursuant to Clause 13.4, Clause 13.5 and Clause 13.6 .

Reduction Adjustment means the number of Cargoes specified in Item 11 of Schedule 1.

Related Entity means, in relation to an entity (first entity):

- (a) a Holding Company of the first entity; or
- (b) a Subsidiary of the first entity; or
- (c) a Subsidiary of a Holding Company of the first entity.

Relevant Country means, as applicable, the country in which the Coal Mine is located, the country in which the Load Port is located, and the country of incorporation of the Seller.

Remaining Amount has the meaning given in Section 3 of Schedule 4.

Remedial Plan means a Coal Quality Remedial Plan.

Representatives means the authorized officers, employees, contractors and advisors of an entity.

Replacement Cargo has the meaning specified in Section 1.4(d) of Schedule 7.

Reproducibility Limits means (as applicable) the tolerances defined in the ASTM or ISO standard method (as set out in Schedule 6) for comparison of portions of the same Sample tested at different Certified Testing Laboratories.

Revised Delivery Schedule has the meaning specified in Clause 7.5

Revised Delivery Month Quantity Arrival Window has the meaning specified in Clause 7.5.

Revised Delivery Month Quantity has the meaning specified in Clause 7.5.

Sample has the meaning specified in Schedule 7.

Schedule means each of Schedule 1 to Schedule 12 as set out in Article 2 of Part I – Coal Supply Agreement.

Second Discharge Port Sample has the meaning given in Schedule 7.

Second Load Port Sample have the meaning given in Section 1.1(e)(ii) of Schedule 7.

Second Invoice has the meaning given in Section 3(d) of schedule 4.

Seller Event of Default has the meaning specified in Clause 14.1.

Seller's Bank Account means the account notified by the Seller to the Purchaser (as may be varied by the Seller from time to time by notice to the Purchaser).

Shipping Documentation means the documentation described in Section 2.2 and 2.3 of Schedule 4.

Specified Clause means each of the following Clauses of this Agreement: 1, 2, 14, 15, and 17 through to 35.

Sprayed Water Volume means the amount of water sprayed on the Coal carried by a Vessel for Transshipment or Vessel for Direct Shipment when discharging at Discharge Port by Discharge Port personnel.

Statement of Binding Delivery Schedule has meaning as set out in Clause 7.5 (c) of this Agreement.

Subsidiary has the following meaning. An entity (in this definition called the first entity) is a Subsidiary of an entity (in this definition called the second entity) if:

- (a) the second entity:
 - (i) controls the composition of the first entity's board of directors; or
 - (ii) is in a position to cast, or control the casting of, more than one-half of

the maximum number of votes that might be cast at a general meeting of the first entity; or

(iii) holds more than one-half of the issued share capital of the first entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or

(iv) the second entity Controls the first entity; or

(b) the first entity is a Subsidiary of a Subsidiary of the second entity by virtue of paragraph (a) of this definition (or repeated applications of paragraph (a) of this definition).

T/T Shipping Documentations and T/T Shipping Documentation have the meaning given in Section B.2.2 of Schedule 4.

Taxes mean:

- (a) Taxes for Coal importation (value added tax, importation tax, environment tax) in accordance with the law of Vietnam are to be borne by the Purchaser.
- (b) All other taxes and other charges howsoever measured with respect to coal supplied under this Agreement which are levied under any Law of, or demanded by any Governmental Agency (including but not limited to Company Income Tax (CIT), foreign contractor tax (FCT), etc., (if any)), are to be borne by the Seller.

Term means the period specified in Item 1 of Schedule 1.

Third Discharge Port Sample has the meaning given in Schedule 7.

Time Used means, in relation to any shipment of Coal unloading at the Discharge Port, the duration of the time from (i) the commencement of the counting of time to (ii) completion of the discharge of all Coal from the Nominated Vessel, as determined in accordance with Section 6 of Schedule 9.

Time Lost means, in relation to any shipment of Coal unloading at the Discharge Port, the time duration of events occurring which shall not be counted as part of Time Used as set out in Section 6 of Schedule 9.

DHTPC means Duyen Hai Thermal Power Company, is the branch of Power Generation Corporation 1 under its Branch Operation Registration Certificate and the Law on Enterprise of Vietnam. The full name of Duyen Hai Thermal Power Company mentioned at its Branch Operation Registration Certificate is “*Duyen Hai Thermal Power Company – Branch of Power Generation Corporation 1*”.

Transshipment Shipment Method means the method of shipment whereby a Mother Vessel firstly carries Coal from Load Port to Transshipment Anchorage, then unloads such Coal to Vessel for Transshipment; such Vessel for Transshipment then proceeding to deliver Coal from the Transshipment Anchorage to the Discharge Port.

Transshipment Anchorage means the place(s) of transit where Mother Vessel anchors and unload Coal to Vessel for Transshipment(s), as specified in Schedule 1.

Tonne means 1,000 kilograms.

Total Sprayed Water Volume means the total amount of water sprayed on or around a Cargo of Coal carried by a Mother Vessel or Vessel for Direct Shipment when discharging at Discharge Port by Discharge Port personnel.

Typical Specifications means the typical specifications for Coal set out in Schedule 2. **Valid Notice of Readiness** has the meaning as specified in Section 4 of Schedule 9.

Umpire Sample has the meaning given in Schedule 7.

VAT means value added tax.

Vessel means in respect of a Cargo, a Vessel for Direct Shipment or Mother Vessel or Vessel for Transshipment chartered by the Seller for the transportation of Coal sold under this Agreement.

Vessel for Direct Shipment means, in relation to the Direct Shipment Method, a vessel chartered by the Seller for the transportation of Coal in a single voyage from Load Port to Discharge Port.

Vessel for Transshipment means (i) any vessel or barge loading Coal from a Mother Vessel at Transshipment Anchorage and transporting such Coal from the Transshipment Anchorage to the Discharge Port as part of the Transshipment Shipment Method, and (ii) any Mother Vessel which has partly discharged Coal to one or more Vessel for Transshipment(s) at Transshipment Anchorage and then continues to transport its remaining Coal from the Transshipment Anchorage to the Discharge Port, in which case it shall be treated as a Vessel for Transshipment for the purpose of this Agreement from the moment such Mother Vessel begins departing for the Discharge Port from the Transshipment Anchorage.

Vietnam means the Socialist Republic of Viet Nam.

VIAC has the meaning given in Clause 19 (a).

VIAC Rules has the meaning given in Clause 19 (a).

Vietnam Customs Authority means the competent customs authority of the Socialist Republic of Viet Nam as applicable from time to time.

VND means the lawful currency of the Socialist Republic of Viet Nam.

Umpire Certificate of Analysis has the meaning specified in Section 1.2(d) (ii) and/or 2.2 (c) (ii) of Schedule 7.

Umpire Laboratory means an independent Certified Testing Laboratory that is not the Load Port Testing Laboratory and Discharge Port Testing Laboratory selected by the Parties by mutual agreement from the list set out in Schedule 5 (as may be amended by the Parties from time to time), or in the absence of agreement, selected in accordance with Section 2.5 of Schedule 7.

UNECE Code of Uniform Standards and Procedures for the Performance of Draught Surveys of Coal Cargoes means the most recent version of the UNECE Code of Uniform Standards and Procedures for the Performance of Draught Surveys of Coal Cargoes published by the United Nations Economic Commission for Europe.

Unit means a 622 MW (gross) for Duyen Hai 3 or a 688 MW (gross) for Duyen Hai 3 extension single unit coal fired generating facility with associated infrastructure forming part of the Facility.

United States Dollars or U.S.\$ or USD means the lawful currency of the United States of America. A fraction of a cent in any calculation shall be rounded up to the nearest cent if such fraction is one half of a cent or more and shall be rounded down otherwise.

Proposed Delivery Schedule has the meaning as prescribed by Clause 7.5.

1.2. Interpretations

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a Clause or Schedule is a reference to a Clause of or a Schedule of this Agreement.
- (f) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, notated or replaced except to the extent prohibited by this Agreement or that other agreement or document.
- (g) A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible or tangible form.
- (h) A reference to a Party to this Agreement or a party to another agreement or document includes that Party's or party's successors, permitted substitutes and permitted assigns (and, where applicable, that Party's or party's legal personal Representatives).
- (i) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) A reference to dollars or US\$ is to the lawful currency of the United States of America.
- (k) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (l) A reference to a Party using or an obligation on a Party to use its best endeavours or reasonable endeavours does not oblige that Party to:
 - (i) pay money
 - (A) in the form of an inducement or consideration to a third party to

procure something (other than the payment of immaterial expenses or costs, including costs of advisers, to procure the relevant thing);
or

(B) in circumstances that are commercially onerous or unreasonable in the context of this Agreement;

(ii) provide other valuable consideration to or for the benefit of any person;
or

(iii) agree to commercially onerous or unreasonable conditions.

(m) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

(n) Each and every provision of this Agreement shall be construed as though both parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement.

(p) The Parties acknowledges that the purpose of this Agreement is to supply Coal for the Facility to generate electricity in accordance with electricity demand requirements of NSMO, and that demand requirements of NSMO shall be subject to change, and is beyond the control of the Purchaser.

(q) Unless otherwise stated, a reference to time is to Vietnam time. Where reference is made in this Agreement to a period or periods of time in days, the period(s) in question shall be deemed to end at midnight on the last day of such period(s) unless otherwise stated. Where such period is expressed as being a period commencing on or "from" a day then such period shall be deemed to exclude that day.

1.3. Consents or approvals

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion.

2. Effective period of the Agreement

Except in relation to each of the Specified Clauses (which commence on the date of this Agreement), this Agreement shall commence on the Effective Date and expires only after it has been finished/settled and finalized by the signing of a full and final CSA Final Settlement Agreement (specified in Section B, Schedule 4) by both Parties.

3. Sale and Purchase

During the Term, the Seller must sell and deliver to the Purchaser such quantities of Coal as specified in this Agreement, on the terms and conditions set out in this Agreement.

4. Delivery, Risk and Title

4.1. Delivery

Coal shall be delivered by the Seller to the Purchaser in Cargoes CIF at Discharge Port in accordance with Incoterms 2010 unless otherwise specified in this Agreement. For avoidance of doubt, the Seller shall be deemed only to have completed delivery of any Cargo once that Cargo has completed discharging at Discharge Port.

4.2. Risk and title

All risk of loss of, or damage to, Coal sold under this Agreement, will pass from the Seller to the Purchaser when the Coal is placed on board the Nominated Mother Vessels or Nominated Vessel for Direct Shipment at the Load Port.

Title of Coal carried by each Nominated Vessel for Transshipment/Nominated Vessel for Direct Shipment at the Discharge Port shall be transferred from the Seller to the Purchaser at the commencement of Coal discharge from such Vessel at the Discharge Port.

5. Specifications

Subject to Section 1.4(a)(ii) of Schedule 7, the Seller shall ensure that:

- (a) all coal supplied under this Agreement must satisfy the Required Specifications; and
- (b) it shall use its best endeavors to supply Coal that satisfies the Typical Specifications,

unless otherwise agreed by the Purchaser and the Seller in writing.

6. Non-exclusive Supply

The Parties acknowledge that this Agreement is intended to be non-exclusive and nothing in this Agreement may prohibit the Purchaser from acquiring Coal from any third party.

7. Quantity

7.1. Commercial operation schedule

The Parties acknowledge and agree that details of any final Delivery Schedule shall be in accordance with and may be revised to ensure compliance with commercial operation plans of Duyen Hai 3 and Duyen Hai 3 Extension Thermal Power Plants, notwithstanding any other provisions of this Agreement.

7.2. Supply of Coal

The Seller shall supply to the Purchaser, and the Purchaser shall purchase from the Seller no less than the Minimum Take Requirement of Coal and no more than the Contract Base Quantity as may be adjusted in accordance with Clause 7.4.

The Purchaser may elect to redirect any Cargo for use at another power facility within Vietnam or to an EVN storage facility within Vietnam subject to the Seller's confirmation, the granting of which shall not be unreasonably withheld.

Such request for redirecting Cargo must be informed to the Seller no later than fourteen (14) days before scheduled arrival of such Cargo to Discharge Port. The Seller will reply within seven (07) days together with a reasonable quotation on additional cost (if any) to redirect the Cargo for Purchaser's confirmation. The Seller shall not incur additional cost for redirecting Cargo other than those prices and costs as agreed under this Agreement.

7.3. Base Quantity

Subject Clause 7.4 of this Part IV. Conditions of Contract, during the Term, the Seller shall supply and sell and the Purchaser shall purchase and receive from the Seller the Contract Base Quantity in compliance with the Coal Quality Specifications stated in Schedule 2.

7.4. Adjustments to Contract Base Quantity

Without prejudice to any other rights stipulated herein in this Agreement, at any time during the Term, the Purchaser may make adjustments to the Contract Base Quantity so as to:

- (a) Increase the Contract Base Quantity to be delivered under this Agreement by no more than 10% of the Contract Base Quantity ("**Additional Base Quantity**"), and the Seller must supply and sell to the Purchaser that Additional Base Quantity upon at least sixty (60) days advance by written notice, at the same terms and conditions in accordance with this Agreement. For avoidance of doubt, the total coal quantity to be delivered under this Agreement shall not be increased to no more than 110% of the Contract Base Quantity set out in Schedule 1.2 of this Agreement ("**Maximum Additional Base Quantity**").
- (b) Reduce the Contract Base Quantity to be delivered under this Agreement at no cost and liability to the Purchaser by no more than 10% of the Contract Base Quantity ("**Reduced Base Quantity**") upon at least sixty (60) days advance by written notice. For avoidance of doubt, the total coal quantity to be delivered under this Agreement may be reduced to no less than 90% of the Contract Based Quantity as set out in Schedule 1.2 of this Agreement ("**Maximum Reduced Base Quantity**").
- (c) Reduce the Contract Base Quantity in accordance with the Clause 13.6(a) and Clause 13.6(b).

7.5. Delivery Schedule

- (a) For each Delivery Month, at least thirty (30) days prior to the first day of Arrival Window (or Arrival Window proposed by the Purchaser in case of Clause 7.5 (a)(ii) of the first shipment of such Delivery Month), the Purchaser shall transmit to the Seller its written order for the proposed actual quantity of Coal to be delivered to the Purchaser during such Delivery Month (the "**Delivery Month Quantity**"), together with:
 - (i) any adjustments in Delivery Schedule information for a Delivery Month (for the avoidance of doubt, including any adjustments to the Delivery Month Quantity if any) if such information has already been set out in

Schedule 12. Within three (03) calendar days after receipt of the proposed adjusted Delivery Schedule, the Seller may request the Purchaser to modify the Delivery Schedule including any Delivery Schedule information, in which case the Seller and the Purchaser will discuss alternatives in good faith with a view to agreeing on a final Delivery Schedule applicable for that Delivery Month including the Delivery Month Quantity (except where the Purchaser has notified an increased or reduced mobilization in accordance with Clause 38) (a “**Revised Delivery Schedule**”). For avoidance of doubt, if the Seller does not notify the Purchaser of its proposal to modify any information of the Delivery Schedule including the Delivery Month Quantity within three (3) calendar days period mentioned in this paragraph, the Purchaser’s proposal shall be deemed binding.

If the Purchaser and the Seller cannot reach a consensus on a Revised Delivery Schedule for any Delivery Month within five (5) calendar days of the Purchaser receiving the Seller’s proposed first revision to Delivery Schedule, the Delivery Schedule in Schedule 12 for that Delivery Month shall be deemed the conclusive Delivery Schedule and binding on the Parties. Notwithstanding the above, in case the Purchaser already notified the Seller in accordance with Clause 38, the Delivery Month Quantity proposed by the Purchaser shall apply.

- (ii) The proposal of any Delivery Schedule information for a Delivery Month, if such Delivery Schedule information has not already been set out in Schedule 12 (except for Delivery Month Quantity which may or may not be available). In this case, the Purchaser shall make a proposal of Delivery Schedule, which may also include proposed adjustments to any Delivery Month Quantity available in Schedule 12 for such Delivery Month (a “**Proposed Delivery Schedule**”). Within three (03) calendar days after receipt of the Proposed Delivery Schedule, the Seller may request the Purchaser to modify the Proposed Delivery Schedule including adjustments to the Delivery Month Quantity if necessary, in which case the Seller and the Purchaser will discuss alternatives in good faith with a view to agreeing on revising the Proposed Delivery Schedule including Delivery Month Quantity if necessary (a “**Revised Delivery Schedule**”). For avoidance of doubt, if the Seller does not notify the Purchaser of its proposal to modify any information of the Proposed Delivery Schedule including the Delivery Month Quantity within three (3) calendar days’ period mentioned in this paragraph, the Proposed Delivery Schedule shall be deemed binding.

If the Purchaser and the Seller cannot reach a consensus on any Delivery Schedule information for the Revised Delivery Schedule for any Delivery Month within five (5) calendar days of the Purchaser receiving the Seller’s proposed first revision to Proposed Delivery Schedule:

A. In case the Parties agree on the Delivery Month Quantity, but disagree on other Delivery Schedule information, and such information do not have default information set out in Schedule 12: Within 3 calendar days after the aforementioned 5-calendar days period, the Purchaser may either

confirm or reject the latest proposal of Delivery Schedule information by the Seller. In case the Purchaser rejects such proposal, the Purchaser's latest proposal on Delivery Schedule of the aforementioned 5- calendar days' period shall be binding.

B. In case the Parties fail to reach consensus on the Delivery Month Quantity within five (5) calendar days of the Purchaser receiving the Seller's proposed first revision to Proposed Delivery Schedule, the corresponding the Delivery Month Quantity as set out in Schedule 12 shall be applied. In such case, the Purchaser shall make a proposal of remaining Delivery Schedule information to the Seller within three (03) calendar days of the expiry of the above five (5) calendar days period (also a "**Proposed Delivery Schedule**"). Within three (03) calendar days after receipt of the Proposed Delivery Schedule, the Seller may request the Purchaser to modify the Proposed Delivery Schedule (except adjustments to the Delivery Month Quantity), in which case the Seller and the Purchaser will discuss alternatives in good faith with a view to agreeing on revising the Proposed Delivery Schedule (except for the Delivery Month Quantity) (a "**Revised Delivery Schedule**"). For avoidance of doubt, if the Seller does not notify the Purchaser of its proposal to modify any information of the Proposed Delivery Schedule mentioned in this paragraph, the Proposed Delivery Schedule shall be deemed binding.

If, under the process of the immediate above paragraph, the Purchaser and the Seller cannot reach a consensus on any Delivery Schedule information for the Revised Delivery Schedule for any Delivery Month within five (5) calendar days of the Purchaser receiving the Seller's proposed revision to Proposed Delivery Schedule for any Delivery Month, within 2 calendar days after the aforementioned 5- calendar days' period, the Purchaser may either confirm or reject the latest proposal by the Seller. In case the Purchaser rejects such proposal, the Purchaser's latest proposal on Delivery Schedule of the aforementioned 5-calendar days' period shall be binding.

- (b) For each Delivery Month, the Delivery Schedule shall include the following but not limited to:
- (i) The Delivery Month;
 - (ii) The Load Port Laycan for each Mother Vessel or Vessel for Direct Shipment (as applicable);
 - (iii) The Arrival Window for each Mother Vessel (in case of Transshipment Shipment Method) or Vessel for Direct Shipment (in case of Direct Shipment Method); and
 - (iv) The number of shipments to be delivered; and
 - (v) An estimation of the amount of Coal to be delivered for each Vessel.

- (c) Within 01 calendar days from the date a Delivery Schedule or Revised Delivery Schedule or Proposed Delivery Schedule becoming the binding Delivery Schedule under the procedure of Clause 7.5 (a), the Purchaser shall set out this binding Delivery Schedule (for avoidance of doubt, including at least the following information: the final applicable Delivery Month Quantity, the Load Port Laycan, the Arrival Window for each Cargo in that Delivery Month) in a written statement (“**Statement of Binding Delivery Schedule**”) and send via email this Statement of Binding Delivery Schedule to the Seller. The Seller shall, within 01 calendar days of receiving this Statement of Binding Delivery Schedule, execute the Statement of Binding Delivery Schedule in two copies, and send back an executed copy to the Purchaser.

Notwithstanding the above, in the event the Seller discovers any material error with the Statement of Binding Delivery Schedule within 01 calendar days from the date of the receiving the Statement of Binding Delivery Schedule, it shall immediately inform the Purchaser and the Purchaser shall correct accordingly within 01 calendar days of receiving the Seller’s notice of error. The Purchaser shall then send back the amended Statement of Binding Delivery Schedule to the Seller for its execution within 01 days from the date of receiving the amended version, and the Seller shall accordingly send back an executed copy to the Purchaser.

The process set out in this Clause 7.5 (c) shall be carried out concurrently with the delivery process and shall in no way prejudice or delay the Seller’s delivery and sale obligation and the Purchaser’s receiving and purchase obligation under this CSA.

8. Price

Please refer to Schedule 3. Pricing and Adjustments.

9. Payment

Please refer to Schedule 4. Terms of payment.

10. Sampling, Analysis and Inspection

Please refer to Schedule 7. Sampling, Analysis and Inspection

11. Determination of Weight

Please refer to Schedule 8. Determination of Weight

12. Scheduling and Shipping and Penalties for late delivery

- (a) The Parties shall comply with the scheduling and discharging procedures of the Discharge Port (if any), the relevant applicable Delivery Schedule, Proposed Delivery Schedule, Revised Delivery Schedule and be bound by the terms as set out in Schedule 9 and Schedule 12.
- (b) Other than directly due to effect of an event of Force Majeure, with respect to any Cargo carried by a Vessel for Direct Shipment in case of Direct Shipment Method or Vessel for Transshipment in case of Transshipment

Shipment Method, if the Seller fails to tender Notice of Readiness for the Vessel for Direct Shipment (in case of Direct Shipment Method) or Vessel for Transshipment (in case of Transshipment Shipment Method) carrying such Cargo by the last day of the respective Arrival Window at Discharge Port as specified in the Delivery Schedule or Revised Delivery Schedule as applicable, the Seller shall pay the Purchaser penalties in accordance with the following formula (the “**Penalties**”):

Penalty = 0.5% x number of day(s) of late tender of Notice of Readiness x Invoice Price as denoted on the Final Invoice x Cargo weight carried by respective Vessel for Direct Shipment or Vessel for Transshipment (as applicable).

The maximum amount of Penalty applicable to any Vessel for Direct Shipment or Vessel for Transshipment (as applicable) shall be (the “**Maximum Penalty**”):

Maximum Penalty= 8% x Invoice Price as denoted on the Final Invoice x Cargo weight carried by respective Vessel for Direct Shipment or Vessel for Transshipment (as applicable).

For avoidance of doubt, in case the Arrival Window and Delivery Schedule in Schedule 12 for any Delivery Month is applied as a result of the Parties failing to reach a consensus on a Revised Delivery Schedule by both Parties, and the Seller fails to deliver any Cargo for that Delivery Month in accordance to this Schedule 12, the Penalty applicable with respect to such Cargo shall follow the following formula:

Penalty = 8% x Base Coal Price x Cargo weight not delivered.

With respect to any Delivery Month, in the event the Seller satisfies the Delivery Month Quantity within such Delivery Month (i.e., completes the tender Notice of Readiness at Discharge Port of the Delivery Month Quantity no later than the last day of the last Arrival Window of Delivery Month), the Penalties for delayed Vessel(s) for that Delivery Month (if any) shall be waived.

- (c) Notwithstanding any other provisions in this Agreement, and without prejudice to any rights of the Purchaser under this Agreement, if any of the events set out in Clause 13.4 (a), (b), (c), (e) occurs with respect to any Cargo, the Seller shall pay the Purchaser penalties in accordance with the following formula (“**Penalty for Non-Delivery**”):

Penalty = 8% x Base Coal Price x Cargo weight not delivered.

- (d) For the avoidance of doubt, in the event of a Delivery Failure, whether or not the Purchaser cancels its obligation to take Delivery of a Cargo being determined as a Delivery Failure, such Delivery Failure will still count for the purposes of Clause 13.
- (e) Payment of Penalties payable to the Purchaser under this Clause shall be made in accordance with Schedule 4, item 4. Payment of penalties and demurrage/despatch.
- (f) For avoidance of doubt, payment of Penalties to the Purchaser under this

Clause shall be without prejudice to its other claims whether under Applicable Laws and under this Agreement (including any claim for indemnities and despatch if available).

- (g) If a new Delivery Schedule was approved by the Purchaser for any shipment as a result of an event of Force Majeure affecting the Seller obligations pursuant to this Agreement, the exception for Force Majeure in Clause (b) shall not apply and the Seller shall remain fully liable to comply with such amended Arrival Window with full consequences for non-compliance to apply.
- (h) **Calculation of Penalties:** Within [10] days from completion of discharging at Discharge Port of the last Vessel for Direct Shipment/ Vessel for Transshipment of each Delivery Month, the Purchaser shall calculate and send to the Seller the value of Penalties (including any Penalty for Non-Delivery) for such Delivery Month. The Seller shall consider such Penalties calculation within [8] days, and issue a statement to the Purchaser either (i) approving the obligation to pay and/or the calculation of Penalties, in which case the Parties shall sign a certificate of confirmation on the amount of Penalties for shipments in such Delivery Month; (ii) disapproving the obligation to pay and the calculation of Penalties, in which case the Seller shall sets out full reasoning as why, in which case this shall constitute a dispute between the Parties. If the Seller only agrees or disagrees in part or in full its obligation to pay and/or the calculation of Penalties, the undisputed part shall constitute a binding obligation to pay in which case the Parties shall sign a certificate of partial confirmation on the amount of Penalties for shipments in such Delivery Month; and the disputed part shall constitute a Disputed Amount between the Parties and shall be resolved in accordance with Section A.8 or B.8 of Schedule 4 (depending on the applicable Payment Method).

13. Delivery Failure

13.1. Potential Delivery Failure: Not applicable.

13.2. Delivery Failure:

Other than in respect of an event of Force Majeure in accordance with Clause 18.1(b), with respect to any Cargo, a delivery failure shall have occurred (the “**Delivery Failure**”) when:

- (a) Penalty on late delivery reaches the Maximum Penalty of such Cargo; or
- (b) The Seller:
 - (i) commence late loading of any Cargo for more than 7 days from the last day of Load Port Laycan; or
 - (ii) provide late and/or insufficient information relating to the loading process at Load Port of relevant Vessel as specified in Schedule 9.

13.3. Coal Quality Failure:

Without limiting any other rights or obligations of the Parties under this Agreement, if a Coal Quality Failure occurs, and notwithstanding that the Purchaser may reject any Cargo of Non - Conforming Coal pursuant to Section 1.4 and Section 2.4 of Schedule 7, the provisions of this Clause 13.3 will apply.

- (a) The Purchaser may, by notice to the Seller, require the Seller to prepare and submit to the Purchaser within five (05) days after the date of such notice, a plan for remedying the cause of the Coal Quality Failure within thirty (30) days from the date of submission of such plan (the “**Coal Quality Remedial Plan**”).
- (b) Any Coal Quality Remedial Plan shall be subject to the approval of the Purchaser, which will not be unreasonably withheld or delayed. If:
 - (i) the Purchaser (acting reasonably) disapproves of any material aspect of a Coal Quality Remedial Plan provided the Purchaser shall notify the Seller in writing of its reasons for such disapproval; or
 - (ii) the Purchaser (acting reasonably) determines that any proposed Coal Quality Remedial Plan is incapable of implementation within thirty (30) days from submission thereof, and provided the Purchaser shall notify the Seller in writing of the reasons for such disapproval within thirty (30) days of such submission; or
 - (iii) the Seller fails to implement any approved Coal Quality Remedial Plan diligently and in any event within thirty (30) days of submitting such Coal Quality Remedial Plan to the Purchaser,
 then, the Purchaser may notify the Seller that it has committed a Heavy Seller Event of Default as set out in Clause 14.1.2 (a).

13.4. Procurement of Alternate Coal

Without limiting the Purchaser’s rights under this Agreement, if any of the following event occurs:

- (a) a failure by the Seller to nominate the Mother Vessel (in case of Transshipment Shipment Method) or Vessel for Direct Shipment (in case of Direct Shipment Method) at the date of the first date of Load Port Laycan; or
- (b) failure by the Seller to commence Cargo’s loading to the Mother Vessel (in case of Transshipment Shipment Method) or Vessel for Direct Shipment (in case of Direct Shipment Method) within 7 days from the first date of Load Port Laycan; or
- (c) failure by the Seller to complete Cargo’s loading onto the Mother Vessel (in case of Transshipment Shipment Method) or Vessel for Direct Shipment (in case of Direct Shipment Method) within 7 days from the last day of Load Port Laycan; or
- (d) a Force Majeure occurred which prevents the Delivery of any Cargo by the Seller in accordance with this Agreement; or
- (e) circumstances arose where the Purchaser elects to reject Non-Conforming

Coal in accordance with Section 1.4(a)(i) of Schedule 7 and no Replacement Cargo has been nominated and delivered by the Seller in accordance with Section 1.4(d) of Schedule 7

the Purchaser may, in its sole discretion and by notice in writing, inform the Seller that the Purchaser will purchase Alternate Coal under this Clause 13.4 and Clause 13.5.

13.5. Alternate Coal

- (a) If the Purchaser elects to purchase Alternate Coal as a result of Clause 13.4 (a), (b), (c), (e), the Purchaser shall be entitled to, at its sole discretion, procure such coal from the open market under following procedures:
- (i) The Purchaser shall, by notice in writing, inform the Seller that the Purchaser intends to purchase Alternate Coal.
 - (ii) Right after the Purchaser informing the Seller, the Purchaser shall issue a request for quotation for Alternate Coal to other known coal supplier. This request for quotation shall be issued to at least three coal suppliers in the market whether these coal suppliers have been awarded any coal supply Agreement by the Purchaser or not.
 - (iii) After receiving the quotation, the Purchaser shall review and select the list of coal suppliers that meet the required Delivery Schedule. Among the coal suppliers met the required Delivery Schedule, the one having lowest price shall be awarded Agreement for Alternate Coal and his/her prices shall be informed to the Seller.
 - (iv) In case the price of Alternate Coal is higher than the Purchase Price of the respective failure Cargo, the Seller shall be responsible to pay for such extra cost due to this excessive price (the “**Cost Compensation**”); In case the price of Alternate Coal is lower than the Purchase Price of the respective failure Cargo, no claim on Cost Compensation will be made to the Seller.

Price of Alternate Coal = Delivery FOB Price of Alternate Coal + Cargo insurance of Alternate Coal + Freight of Alternate Coal.

Where:

Delivery FOB Price of Alternate Coal, Cargo insurance of Alternate Coal and Freight of Alternate Coal are the ones offered in awarded quotation for Alternate Coal.

Purchase Price = Base Coal Price * (ICID of failure Cargo/ICIB) + Cargo insurance of the failure Cargo + Freight of the failure Cargo.

Where:

ICID of failure Cargo equals to the simple average value of the ICI 3 (GAR 5000 NAR 4600) Coal Price of Argus/Coalindo as published weekly over a month period immediately prior to the beginning of the calendar month of the first date of Arrival Window of such shipment under the applicable Delivery Schedule, Proposed Delivery Schedule (if binding) or Revised Delivery Schedule specified in Clause 7.5 of

Part IV-Condition of Contract of this Agreement of the failure Cargo that leads to the procurement of Alternate Coal.

ICIB is defined in Section 2, Schedule 3.

Base Coal Price is defined in Schedule 1.

Cargo insurance of the failure Cargo is the Cargo insurance specified in Section 1, Schedule 3.

Freight of the failure Cargo is the Base Freight specified in Section 1, Schedule 3.

The Cost Compensation = (Price of Alternate Coal - Purchaser Price) * weight of Alternate Coal

Where:

Weight of Alternate Coal = total weight specified in Discharge Port Certificate of Weight of the Alternate Coal.

- (v) No later than fifteen (15) Business Days from the date on which the Seller receives notice from the Purchaser setting out details of the Purchaser's costs and expenses as described in Clause 13.5(a), the Seller shall make payment to the Purchaser's account by T/T. In case the Seller fails to pay this Cost Compensation for Alternate Coal in due course, the Purchaser shall be entitled to make deduction and set-off from amounts due to Seller under this Agreement, or make demand on the Performance Bond.
- (b) To avoid any doubt, such Alternate Coal procurement may be conducted in an appointment or otherwise another competitive basis without thereby any liability to the Seller. In such event, the Seller shall remain liable for Cost Compensation as referred to 13.5(a)(iv).

13.6. Other rights of the Purchaser

- (a) Notwithstanding any other provisions to the contrary, in case the Purchaser procures Alternate Coal under the provisions of this Clause 13, the Purchaser shall have the right to reduce "Contract Base Quantity" accordingly at any time during the Term without thereby any liability to the Purchaser and Seller. For avoidance of doubt, the reduction of the "Contract Base Quantity" in this manner shall be equal to the quantity of Alternate Coal that has been acquired.
- (b) Except directly arising out of the Purchaser's request, in case no shipment is delivered by the Seller for a whole Delivery Month, Purchaser shall have the right to reduce the "Contract Base Quantity" at any time during the Term without incurring any liability by an amount equal to the actual quantity which the Seller failed to deliver for such Delivery Month.
- (c) In case the Seller notifies the Purchaser that it is able to immediately recommence its Delivery obligations under this Agreement such that it shall not cause any liability to the Purchaser and/or any cancelation of any Cargo

of Alternate Coal that is in the process of being procured. In such case, the Seller shall remain liable to the Purchaser for the Cost Compensation specified in Clause 13.5.

- (d) Regardless of any circumstances and reasons, the Alternate Coal procurement of the Purchaser shall in no way limit any other rights which the Purchaser may have under this Agreement (including but not limit to the rejection of Cargoes and/or the termination of this Agreement).

14. Default and Termination

14.1. Seller Events of Default

14.1.1. Subject to Clause 18, each of the following events, acts, occurrences, or conditions will constitute a Seller Event of Default:

- (a) Subject to Section 8 of Schedule 4 the Seller fails to pay any amount required to be paid to the Purchaser under this Agreement when due and such failure to pay is not remedied within thirty (30) days.
- (b) Any representation or warranty made by the Seller in this Agreement is or becomes incorrect or misleading in any material respect during the Term.
- (c) The Seller breaches or fails to perform any of its obligations under this Agreement (other than a breach otherwise described in this Clause 14.1), and such breach or failure is not remedied within sixty (60) days after a notice from the Purchaser to the Seller.
- (d) The Seller conducts two (02) Delivery Failures at any time during the Term as described in Clause 13.2(a).
- (e) Three (03) Cargoes during the Term are evaluated as Non-Conforming Coal (do not comply with Required Specifications) with the payment reduction due to quality failures less than 8% of the payment calculated on basis of Discharge Port Certificate of Weight and Discharge Port Certificate of Analysis or Umpire Certificate of Analysis (if applicable), regardless of the Purchaser's acceptance of the shipments.
- (f) The Seller ceases to hold all necessary Authorizations to perform its obligations under this Agreement.
- (g) The Seller fails to comply with the Coal Quality Warranty, provided that such failure satisfies the following conditions (i) no part of the Facility having to suspend operation, or (ii) costs incurred to the Purchaser being less than 2 billion VND, or (iii) the coal loaders and conveyance system having to suspend operation for less than 48 hours.

If the Seller conducts a Seller Event of Default, the Purchaser may by notice require the Seller to make good the failure and to remedy it within a specified time.

14.1.2. Subject to Clause 14.1.1, each of the following events, acts, occurrences, or conditions will constitute a Heavy Seller Event of Default:

- (a) The Seller fails to propose a Remedial Plan in specified time and with reasonable manner or fails to implement the agreed Remedial Plan as described in Clause 13.3(b).

- (b) The Seller fails or refuses to make good the failure within thirty (30) days from the date of Purchaser noticing the Seller Event of Default referred to in Clause 14.1.1(b), 14.1.1(c), 14.1.1(f).
- (c) The Seller conducts two (02) Seller Event of Default referred to in Clause 14.1.1(d), 14.1.1(e).
- (d) Three (03) Cargoes during the Term are evaluated as Non-Conforming Coal (do not comply with Required Specifications) with the payment reduction due to quality failures reaches or exceeds 8% of the payment calculated on basis of Discharge Port Certificate of Weight and Discharge Port Certificate of Analysis or Umpire Certificate of Analysis (if applicable), whether or not the Purchaser has accepted any of the shipments.
- (e) The Seller fails to comply with the Coal Quality Warranty, provided that such failure results either in (i) any part of the Facility having to suspend operation, or (ii) costs in excess of 2 billion VND, or (iii) the coal loaders and conveyance system having to suspend operation for 48 hours or longer.
- (f) The Seller fails to comply with any decision or award of an arbitrator rendered in accordance with this Agreement within thirty (30) days of such decision or award becoming binding and due.
- (g) The Seller is subject to an Insolvency Event.

14.2. Remedies following a (Heavy) Seller Event of Default

If there is a (Heavy) Seller Event of Default, the Purchaser shall be entitled to exercise any one or more of the following remedies:

- (a) immediately make a deduction in Performance Bond in respect to a Seller Event of Default referred to in Clauses 14.1.1(a).
- (b) immediately terminate this Agreement by notice in writing to the Seller in respect of a Heavy Seller Event of Default referred to in Clauses 14.1.2 and seize the Performance Bond (the Performance Bond shall not be returned to the Seller).
- (c) procure Alternate Coal in accordance with Clause 13.4, Clause 13.5 and Clause 13.6 until the termination of this Agreement.
- (d) disqualify the Seller from the Purchaser's coal purchasing tender(s) for a period of one year in respect of a Heavy Seller Event of Default referred to in Clauses 14.1.2(a), 14.1.2(c), 14.1.2(d).

When this Agreement is terminated, the Purchaser shall be entitled to cancel all the payments after the termination. Notwithstanding any other provisions under this Agreement to the contrary, in addition, the Seller shall also indemnify the Purchaser for any costs, expenses and losses incurred. The Purchaser's termination rights set out in Clause 14.2(b) and Clause 14.5 shall be the only rights of the Purchaser to terminate this Agreement.

14.3. Purchaser Event of Default

Subject to Clause 18, each of the following events, acts, occurrences, or conditions will constitute a Purchaser Event of Default:

- (a) Subject to Section 8 of Schedule 4, the Purchaser fails to pay any amount required to be paid to the Seller under this Agreement when due and such failure to pay is not remedied within thirty (30) days.
- (b) Any representation or warranty made by the Purchaser in this Agreement is incorrect or misleading in any material respect.
- (c) The Purchaser breaches or fails to perform any of its obligations under this Agreement (other than a breach otherwise described in this Clause 14.3), and such breach or failure is not remedied within sixty (60) days after notice from the Seller to the Purchaser.
- (d) The Purchaser fails to comply with any decision or award of an arbitrator rendered in accordance with this Agreement within thirty (30) days of such decision or award becoming binding and due.
- (e) The Purchaser is subject to an Insolvency Event.
- (f) The Purchaser ceases to hold all necessary Authorizations to perform its obligations under this Agreement.
- (g) The Purchaser declines or fails to take delivery of the confirmed cargo as stipulated in Schedule 9.

14.4. Remedies following a Purchaser Event of Default

If there is a Purchaser Event of Default, the Seller may exercise any one or more of the following remedies, so long as the Purchaser Event of Default is continuing:

- (a) immediately terminate this Agreement by notice in writing to the Purchaser, but only in respect of a Purchaser Event of Default referred to in Clauses 14.3(a), 14.3(c), 14.3(d) and 14.3(e); or
- (b) terminate this Agreement by giving the Purchaser thirty (30) days' notice in respect of a Purchaser Event of Default other than those referred to in Clause 14.4(a), provided that the Purchaser does not remedy or cure the Purchaser Event of Default which is the subject of the notice to the reasonable satisfaction of the Seller prior to the expiration of the notice period.

The Seller's termination rights set out in Clause 14.4(a) and Clause 14.4(b) are the only rights of the Seller to terminate this Agreement.

14.5. Effect of termination

- (a) Upon termination of this Agreement and subject to Clause 14.5(b), no Party is under any obligation to perform any further obligations under this Agreement.
- (b) Termination of this Agreement does not affect any accrued rights or remedies of either Party or any rights and obligations which are still survived after the termination as the case shall be.

15. Representations and Warranties

15.1. Mutual representations and warranties

Each Party represents and warrants to the other Party as of the date of this Agreement and on the as follows:

- (a) it is duly incorporated and validly exists under the Law of its place of incorporation;
- (b) it is not insolvent and no receiver has been appointed over any part of its assets and no such appointment has been threatened;
- (c) it is not in liquidation and no proceedings have been brought or threatened for the purpose of it being wound up;
- (d) to the best of its knowledge and belief, there are no facts, matters or circumstances which give any person the right to apply for it to be liquidated or wound up;
- (e) no administrator, judicial manager, curator or similar officer has been appointed over all or any of its assets or undertaking, nor has any step preliminary to the appointment of such an officer been taken;
- (f) it has not entered into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them;
- (g) it is not (nor is taken to be under Applicable Law) unable to pay its debts, other than a debt or claim the subject of a good faith dispute, and has not stopped or suspended, or threatened to stop or suspend, the payment of all or a class of its debts;
- (h) the execution and delivery of this Agreement has been properly authorized by it and it has obtained all necessary corporate action;
- (i) it has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform or cause to be performed its obligations under this Agreement and each transaction contemplated by this Agreement to be performed by it;
- (j) this Agreement constitutes a legal, valid and binding obligation on it, enforceable in accordance with its terms by appropriate legal remedy;
- (k) all Authorizations and all other legislative, administrative and other action of any Governmental Agency required to authorize the execution, delivery and performance by it of this Agreement have been taken or obtained and are in full force and effect except to the extent of such actions which by the terms hereof are to be taken at a later time;
- (l) the execution, delivery and performance of this Agreement and each transaction contemplated by this Agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (i) any provision of its articles of association or other constituent document;
 - (ii) any material term or provision of any security arrangement, undertaking, agreement or deed to which it is bound; or
 - (iii) any writ, order or injunction, judgement, or Applicable Law to which it is a party or is subject or by which it is bound.

15.2. Seller's representations and warranties

In addition to the representations and warranties set out in Clause 15.1, the Seller

represents and warrants to the Purchaser as of the date of this Agreement as follows:

- (a) it has the exclusive and legal right, and has and will maintain all necessary Authorizations required, to mine/procure, sell, and Deliver Coal from the Coal Mine to the Purchaser in accordance with this Agreement for the Term; and
- (b) it has, or will have at the time of Delivery, full legal and beneficial title to all Coal supplied to the Purchaser under this Agreement, free from any encumbrance; and
- (c) the Coal will be available from the Coal Mine specified in Schedule 1 at the times required during the Term to permit the Seller to Deliver the Coal to the Purchaser in the quantities specified in this Agreement; and
- (d) it is experienced in the business of mining/procuring and transporting coal, and the Seller possesses or will install or make available all infrastructure, equipment and personnel and has all legal and other rights required to mine and deliver the quantity of Coal required to be supplied to the Purchaser under this Agreement and otherwise perform its obligations under this Agreement; and
- (e) it has no agreements or arrangements for the supply of, or other dealings with, Coal that could reasonably be expected to adversely affect its ability to perform its obligations under this Agreement.
- (f) If the Seller is a Consortium, all members in such Consortium shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Agreement. In the process of Agreement performance, when one or more members of Consortium fail to perform the Agreement as assigned in the Consortium Agreement, the remaining members shall have to reassign the remain tasks to ensure the successful completion of the signed Agreement between the Purchaser and the Seller. In such case that one or more members of Consortium are incapable of performing the Agreement, the liability of the Consortium and its members shall be unchanged for the performance of this Agreement. The Seller shall immediately provide the Purchaser with any agreements, documents having the effect of amending, changing or varying the rights of the members in the Consortium upon such documents becoming available.
- (g) Any factual information contained in or provided by the Seller for the purpose of supporting its bid to enter into the transaction contemplated by this Agreement shall be true and accurate in all material respects as at the date it was provided or as at the date at which it is stated. Nothing has occurred or been omitted from and no information has been given or withheld that results in the information provided by the Seller to the Purchaser becoming untrue or misleading in any respect.
- (h) There are no legal actions, suits or proceedings, either pending or to Seller's best knowledge, threatened, against or affecting Seller before any court or administrative body or arbitral tribunal that could reasonably be expected to

adversely affect the ability of Seller to meet and carry out its obligations under this Agreement

The representations and warranties set out in Clauses 15.2(a), 15.2(b), 15.2(d), 15.2(e), 15.2(f) and 15.2(g) shall be repeated by the Seller to the Purchaser upon Delivery of each Cargo under this Agreement.

15.3. Purchaser's representations and warranties

- (a) It is a company duly organized and validly existing under the laws of Vietnam, and has the legal capacity to execute, deliver and perform this Agreement and the transactions contemplated by it.
- (b) this Agreement constitutes the legal, valid, binding and enforceable obligation of the Purchaser.
- (c) It has obtained, and shall maintain without default throughout the Term, all consents including any and all legislative, administrative and other governmental actions, as may be required to authorize its execution, delivery or performance of this Agreement and the transactions contemplated by it.
- (d) There are no legal actions, suits or proceedings, either pending or to Purchaser's best knowledge, threatened, against or affecting Purchaser before any court or administrative body or arbitral tribunal that could reasonably be expected to adversely affect the ability of Purchaser to meet and carry out its obligations under this Agreement.

16. Seller and/or Purchaser Covenants

Seller and/or Purchaser hereby covenants and undertakes as to the matters set out in this Clause 16.

16.1. Transportation

The Seller shall make all necessary arrangements for the transport of Coal from the approved Coal Mine(s) to the Discharge Port.

16.2. Title

Seller shall ensure and maintain that it has good, valid and marketable title to all Coal delivered to Purchaser hereunder and all such Coal shall be free and clear of all liens, charges, mortgages, pledges, security interests, claims for taxes or royalties and other encumbrances or adverse claims (each an “**Adverse Claim**”). If any Adverse Claim attaches with respect to any such Coal and/or monies due therefore, (a) Seller shall immediately remove such Adverse Claim or post a bond or other security therefore in accordance with Applicable Laws and otherwise in a manner satisfactory to Purchaser and the collateral agent, and (b) Purchaser may, until such Adverse Claim is removed or a bond or other security therefore has been so posted in a manner satisfactory to Purchaser and the collateral agent, retain in escrow, as security for the performance of Seller's obligations with respect to any such Adverse Claim, all sums of money then due and owing by Purchaser to Seller and which may thereafter accrue to Seller, up to the amount of the obligations secured by such Adverse Claims.

16.3. Coal Quality Warranty

Seller warrants to Purchaser, and shall ensure, that all Coal delivered by Seller shall be substantially free of contaminants such as wood, iron, nonferrous materials, blast materials, salt, petroleum coke, pitch, pitch coke, tar sludge or other organic materials (the “**Coal Quality Warranty**”).

If a Cargo complies with the Required Specification but does not comply with the Coal Quality Warranty, Seller shall reimburse to Purchaser all actually incurred expenses arising from the removal of extraneous material and contaminants from the Cargo in order to render it contaminant-free. Such expenses shall include, but not be limited to the cost to repair any damage caused to the Facility, any coal unloaders and conveyance systems or the Vessel at the Discharging Port, any demurrage payable by Purchaser to other coal suppliers for delays to unloading of their respective cargoes. The Purchaser shall provide the Seller with reasonable evidence of such costs incurred.

16.4. Compliance with Applicable Laws

The Seller and Purchaser, shall both comply fully with all provisions of this Agreement and Applicable Laws applicable to its performance of this Agreement as may be applicable to them, including, without limitation, consents and Applicable Laws relating to pollution or protection of human health or the environment including, without limitation, Applicable Laws relating to emissions, discharges, releases or threatened releases of coal, chemicals, pollutants, contaminants, wastes, toxic substances, petroleum and petroleum products. Seller and Purchaser, both shall procure and maintain all consents that Seller and Purchaser are required by any Applicable Laws to have for the conduct of its business and the performance of its obligations hereunder.

16.5. Prompt Notice

Both parties shall promptly notify each other of any failure to comply in any material respects with this Agreement.

17. Indemnities

17.1. Indemnification by the Seller

Subject to Clause 17.3, the Seller shall indemnify the Purchaser against any claim, loss, damage, liability, cost and expense that are actually incurred or sustained by the Purchaser directly arising out of any act, matter or thing done, permitted or omitted to be done by the Seller or any of its Representatives in breach of the Seller's obligations under this Agreement provided that it does not arise by any act or omission of the Purchaser or its Representatives.

17.2. Indemnification by the Purchaser

Subject to Clause 17.3, the Purchaser shall indemnify the Seller against any claim, loss, damage, liability, cost and expense that are actually incurred or sustained by the Seller directly arising out of any act, matter or thing done, permitted or omitted to be done by the Purchaser or any of its Representatives in breach of the Purchaser's obligations under this Agreement provided that it does not arise by any act or omission of the Seller or its Representatives.

17.3.No consequential loss

Neither the Seller nor the Purchaser will be liable to the other Party for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit, loss of revenue, third party claims, loss by inflation, loss by any cost escalation, idle labor, interest, damage to property arising out of or in relation to arrangement between one Party and the other Party and/or any Party and other third parties, arising out of or in relation to this Agreement. However, nothing in this Clause will limit or restrict either party's obligations or liabilities for Penalties, demurrage, despatch and other expressly provided remedies under this Agreement; nor shall it limit liability in any case of fraud, by the defaulting Party.

17.4.Survival

This Clause 17 will survive the termination of this Agreement.

18. Force Majeure

18.1.Event of Force Majeure

- (a) Other than an obligation to pay money, if a Party hereto is prevented in or hindered in or delayed in whole or in part, from carrying out its obligations under this Agreement as a result of Force Majeure ("**Affected Party**"), that Affected Party must promptly give a notice to the other Party in compliance with Clause 18.2. The notice shall be given not later than five (5) Business Days after Affected Party becomes aware, or should become aware, of the event. If the Affected Party fails to give notice a claim within such period of 5 days, the request for delay in or suspension of Affected Party's obligation under this Agreement shall not be entitled to consider, and then the Affected Party shall remain liable to fulfill its obligation under this Agreement. For avoidance of doubt, a notice shall not be deemed to have been given pursuant to this Clause 18.1 unless it fully complies with the provision of Clause 18.2.
- (b) Following the notice referred to in Clause 18.1(a), and while the Force Majeure continues, the obligations which cannot be performed, or which are hindered or delayed (other than an obligation to pay money) because of the Force Majeure will be suspended to the extent of the Force Majeure if the Party giving notice has taken all proper precautions, due care and reasonable alternatives with the intention of mitigating the delay or failure and of carrying out its obligations under this Agreement.

18.2.Force Majeure notices

- (a) A notice given under Clause 18.1(a) must:
 - (i) fully describe the event of Force Majeure with certified evidence proving the occurrence of the event and the estimation of period of duration thereof; and
 - (ii) estimate in good faith of the degree to which and the period for which its performance will be affected thereby; and
 - (iii) specify the countermeasures to remedy or abate the Force Majeure.
- (b) The Party affected by the Force Majeure shall upon request, provide such

other information as the Party not affected by the Force Majeure may reasonably require.

- (c) A Party affected by Force Majeure must promptly notify the other Party when the Force Majeure has ceased.

18.3. Remedy of Force Majeure

The Party that is prevented, hindered or delayed from carrying out its obligations under this Agreement as a result of Force Majeure must remedy the effects of the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.

18.4. Mitigation

The Party that is or may be prevented, hindered or delayed from carrying out its obligations under this Agreement as a result of Force Majeure must, at its own cost, take all action reasonably practicable to mitigate any loss suffered by the other Party as a result of its failure to carry out its obligations under this Agreement.

18.5. No requirement to settle labor dispute

A party is not required, under this Clause 18 to settle any labor dispute against its will.

18.6. Termination for extended Force Majeure

If a Party is prevented from carrying out its obligations under this Agreement as a result of Force Majeure for a consecutive period of sixty (60) days the other Party may terminate this Agreement by giving thirty (30) days' notice to the Party claiming Force Majeure, without prejudice to any of the rights of either Party accrued prior to the date of termination.

18.7. Apportionment

Where, during any period, the Seller is prevented as a result of Force Majeure from supplying Coal such that it cannot meet the total coal requirements of all of its customers during that period, it must use all reasonable endeavors to apportion the quantities of Coal it can deliver between its long term customers of similar volume (and in higher priority to short term customers or long term customers with lesser contractual volumes), including the Purchaser in approximate proportion to the respective quantities of coal to be taken by such long term customers under the Seller's Agreements with them (including this Agreement) during that period.

18.8. No extension of Term

The Term will not be extended by the period of Force Majeure, unless otherwise agreed in writing between the Purchaser and the Seller.

18.9. Dispute

If there is a dispute between the Parties as to whether Force Majeure has occurred or is continuing, the Party affected by the Force Majeure bears the burden of proving that Force Majeure has occurred or is continuing.

19. Dispute Resolution and Arbitration

- (a) All disputes, controversies, or differences which may arise between the parties, out of, or in relation to or in connection with this Agreement, or for the breach thereof shall be finally settled by arbitration at the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (“**VIAC**”) in accordance with its rules of arbitration (“**VIAC Rules**”) and under the laws of Vietnam. The award rendered by the arbitrator(s) shall be final and binding upon both parties concerned. The arbitration must be conducted by three arbitrators.
- (b) The language of arbitration will be [English/Vietnamese]. The place of arbitration will be Hanoi, Vietnam.
- (c) Any arbitration meetings and proceedings under this Clause 19 must be held in Vietnam. The arbitration tribunal may, at its sole discretion, elect to use video conferencing for carrying out any arbitration meetings and proceedings.
- (d) Arbitration will be the exclusive method for resolution of a Dispute. The arbitration award will be final and binding upon the Parties and can be used as a basis for enforcement thereof in any competent court having jurisdiction over any Party and/or any of the Parties’ assets or properties.
- (e) During the period of submission to arbitration and thereafter until the granting of the arbitral award, the Parties must, except in the event of termination, continue to perform all their respective obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.
- (f) The provisions contained in this Clause 19 will survive the termination or expiration of this Agreement.
- (g) Each of the Parties will be responsible for their own respective costs incurred in relation to the arbitration proceedings, unless the arbitral award provides otherwise.
- (h) Notwithstanding anything herein to the contrary, the Parties agree that the provisions set out in Section 2 of Schedule 3 regarding the determination of changes in price indices and external price references are exclusive as regards the determination of such matters, and shall not be reopened in arbitration process.

20. Confidentiality

20.1. Confidentiality

Subject to Clause 20.2, a Party must not disclose, or use for a purpose other than contemplated by this Agreement, the existence of and terms of this Agreement or any unpublished information or documents supplied by the other Party in connection with this Agreement.

20.2. Permitted disclosure

- (a) A Party may disclose any confidential information or documents:

- (i) to the other Party to this Agreement;
 - (ii) under corresponding obligations of confidence as imposed by this Clause:
 - (A) to Related Entities of either Party;
 - (B) to the direct shareholders of either Party and to Related Entities of the shareholders of the Purchaser;
 - (C) to the employees of either Party, legal advisors or consultants of persons referred to in Clause 20.2(a)(ii)(A) and Clause 20.2(a)(ii)(B); and
 - (D) to its legal advisers, financiers, insurers and its consultants.
 - (iii) to EVNGENCO1 or EVN or any of their respective advisers;
 - (iv) which is at the time lawfully in the possession of the proposed recipient of the information through sources other than the other Party, or a Related Entity of the other Party, to this Agreement;
 - (v) in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement;
 - (vi) if requested by a Governmental Agency or under a procedure for discovery in any proceedings;
 - (vii) if required under any Applicable Law or any administrative guideline, directive, request or policy whether or not having the force of Law including any stock exchange or regulatory authorities;
 - (viii) as required or permitted by this Agreement; or
 - (ix) with the prior written consent of the other Party.
- (b) Subject to any regulatory requirements, neither Party shall make any public announcement regarding the existence or terms of this Agreement without the prior written consent of the other Party.

20.3. Survival of obligation

This Clause 20 survives the termination of this Agreement.

21. Access to Records

- (a) The Purchaser's duly authorized Representatives shall, upon reasonable notice, be given access, at all reasonable times during the Term of this Agreement and for 06 months thereafter by the Seller to:
 - (i) relevant documents which the said Representatives may require to substantiate the origin, quantity, qualities, and price adjustment of the Coal shipped to the Purchaser under this Agreement; and
 - (ii) upon reasonable notice, to such personnel who may reasonably be expected to be familiar with the documents referred to in Clause 21(a)(i).
- (b) Without limiting Clause 21(a), the Seller shall provide all reasonable assistance to the Purchaser to obtain access to such records of any nominated Certified Testing Laboratory and any other subcontractor to ensure that the

terms and conditions of this Agreement have been complied with.

- (c) All accounts of the Seller shall be maintained in accordance with generally accepted accounting principles.
- (d) All such accounts, records and documents may be reproduced by the said Representatives and shall be kept by the Seller for 06 months after the termination of this Agreement.
- (e) The Purchaser agrees that it shall and shall cause its authorized Representatives to maintain the confidentiality of all confidential information received pursuant to this Clause 21 in accordance with the confidentiality obligations set out in Clause 20.

22. Business Ethics

- (a) The Parties shall exercise reasonable care and diligence to prevent any actions or conditions which could result in conflict with the best interests of the other Party. Each Party's efforts shall include, but not be limited to, establishing precautions to prevent its respective employees, agents or families from making, receiving, providing or offering gifts, payments, loans, excessive entertainment or other considerations.
- (b) All invoices, financial statements, reports, billing and other documentation rendered by the Seller shall accurately and completely reflect the facts about all activities and transactions handled for the account of the Purchaser.

Business Ethics can be adjusted to be in conformity with each international bidder's standards.

23. Continuing Obligations

The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.

24. Assignment

24.1. General prohibition

Subject to the remaining provisions of this Clause 24, no Party can assign, charge, encumber or otherwise deal with any rights and obligations under this Agreement, or attempt or purport to do so, without the prior written consent of the other Party.

24.2. Assignment to EVN

The Seller agrees that the Purchaser may assign to EVN its rights and interest, or create security over its rights and interest, under or pursuant to this Agreement without affecting its obligation under this Agreement. The Seller agrees that it will upon request execute a direct agreement and any additional documentation reasonably requested by EVN to give effect to the arrangements contemplated by this Clause 24.2. For avoidance of doubt, for the purpose of this Agreement and the transaction contemplated herein, the Purchaser and EVN shall be considered independent and separate legal entities.

25. Health, Safety and Environment

- 25.1 The Seller shall check with the coal mine(s) to ensure that all operations and other activities at the Coal Mine site comply with all Applicable Law.
- 25.2 The Seller shall check with the coal mine(s) to ensure they have adopted and will continue to adopt a systematic approach to manage the safety, health and environment aspects at the Coal Mine site following the principles laid down in ISO.

26. Further Assurances

Each Party must do anything (including executing agreements and documents) necessary to give full effect to this Agreement and the transactions contemplated by it.

27. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, information, discussions, agreements or understandings (collectively referred to as the “**Conduct**”) relied on by the Parties and supersedes all earlier Conduct by or between the Parties in connection with its subject matter. None of the Parties has relied or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

28. No Waiver

No failure to exercise nor any delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made in writing.

29. Severability of Provisions

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

30. Notices

Any notice, demand, consent or other communication (the “**Notice**”) given or made under this Agreement:

- (a) must be in writing and signed by the sender or a person duly authorized by the sender;
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or fax to the address or fax number below or the address or fax number last notified by the intended recipient to the sender:
 - (i) to the Purchaser: **Duyen Hai Thermal Power Company**

Address: Mu U Hamlet, Duyen Hai Ward, Vinh
Long Province, Vietnam.

Phone: +84 0294 3923 222

- (ii) to the Seller:
- (c) will be conclusively taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post/courier, two (02) Business Days after the date of posting/courier (if posted to an address in the same country) or seven (07) Business Days after the date of posting/courier (if posted to an address in another country);
 - (iii) in the case of facsimile, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages and the correct destination fax number or name of recipient and indicating that the transmission has been made without error; and
 - (iv) in the case of email on receipt by the sender of an email acknowledgement from the recipient's information system that the Notice has been delivered to the email address stated above,

but if the result is that the Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent or is later than 4pm (local time) it will be conclusively taken to have been duly given or made at the start of business on the next Business Day in that place.

31. Governing Law

This Agreement, and any non-contractual obligations arising out of, or in connection with, this Agreement, will be governed by, and construed in accordance with, the Law of Vietnam.

32. Counterparts

This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

33. Language

This Agreement has been prepared and negotiated in English, which will be the governing language. If required by Applicable Law, any party may require that the Agreement be translated and (if required) signed in another language. However, in the event of any inconsistency between the versions, the English language version shall prevail to the extent of such inconsistency and the other language version shall be amended accordingly to reflect the meaning of the English version.

34. Performance Bond

The Seller shall perform its obligations in accordance with the terms and conditions of this Agreement, the Seller shall, within ten (10) Business Days from signing this Agreement and at its expense, deposit a performance bond (the “**Performance Bond**”) in a form annexed as Schedule 11 issued by a bank acceptable to the

Purchaser in an amount of 5% of the Agreement Price of the Agreement Base Quantity with the validity of not less than one (01) months after the end of the Term of this Agreement or upon the Purchaser's confirmation on the Seller's completion of the Agreement obligations herein, whichever is later.

During the Agreement performance, if the Seller is deducted any amount from the Performance Bond due the Seller's faults, the Seller is responsible for amendment to the performance bond and ensure the value of performance bond as required in this Agreement (5%) of Agreement Price within 15 days since the date of the request letter from the Purchaser. If the Seller fails to cause the Performance Bond required hereunder to be deposited within the required time period specified above, the Purchaser shall have the right to draw the full amount of the Seller's bid security and may immediately cancel this Agreement without any liabilities to Seller, in its sole discretion.

35. Insurance

The Seller shall procure, maintain and pay for marine cargo insurance as set forth in Schedule 10 from financially sound and reputable insurers to the name of the Purchaser as the insured during the Term of the Agreement. If requested by the Purchaser, the Seller shall provide copies of its marine cargo insurance policy then in effect covering its liability to the requesting Party.

36. COO for Customs Formality

- a) The Seller shall be ultimately responsible to provide eCOO as per Customs' requirement and the Purchaser to be ultimately responsible for clearing the goods through Customs authority of Vietnam.
- b) In case the electronic Certificate of Origin Form D is rejected by the Vietnam Customs Authority, the Purchaser/ Vietnam Customs Authority shall inform in writing, indicating the rejection status with reasons for the rejection in accordance with Circular No. 22/2016/TT-BCT, within a reasonable period not exceeding sixty (60) days from the date of receipt of the Electronic Certificate of Origin by the Vietnam Customs Authority.
- c) In exceptional cases, if a paper Certificate of Origin Form D is rejected by the Vietnam Customs Authority, it shall be marked accordingly in Box 4 and returned to the competent Indonesian Governmental Agency/the Seller within a reasonable period not exceeding sixty (60) days from the date of the Vietnam Customs Authority notify the Indonesian competent Governmental Agency / the Purchaser in writing.
- d) In case of rejection the electronic/paper Certificate of Origin Form D by the Vietnam Customs Authority, the Seller shall, at their own cost, be accountable to re-issue the valid Certificate of Origin Form D within 30 days from the date the Purchaser notifies to the Seller in writing in accordance with Circular No. 22/2016/TT-BCT. Exceeding the above mentioned 30 days, the amount of import tax of the respective shipments are to be borne by the Seller because the Certificate of Origin is rejected.
- e) In case clause 18, Appendix VII attached to Circular No. 22/2016/TT-BCT occurs and the Certificate of Origin Form D is being process of the retroactive checked process by the Vietnam Customs Authority and the competent Indonesian Governmental Agency, the deadline of rejection the electronic/paper Certificate of

Origin Form D can be more than sixty (60) days. The Vietnamese Customs Authority shall notify in writing about the reason to reject Certificate of Origin Form D.

37. Acts or omission by Governmental Agency

- (a) When there is an acts or omission by Governmental Agencies, resulting in the Seller not being able to supply Coal or the Purchaser not being able to receive Coal within the Arrival Windows stipulated in the Delivery Schedule or a Revised Delivery Schedule, the Parties shall discuss to adjust the Delivery Schedule (amounting to a “**Revised Delivery Schedule**”) to ensure compliance with the requirements of Governmental Agencies. In such case, each Party shall bear its own relevant losses, costs and damages (if any), and no Party shall be entitled to claim against the other Party.
- (b) Without prejudice to the above, and notwithstanding whether any agreement on a Revised Delivery Schedule is reached between the Parties, the affected Party must take all necessary actions to address concerns of the Governmental Agency to ensure that the supply or receiving of Coal under this Agreement is normalized as soon as possible.
- (c) For the avoidance of doubt, the event under this Clause 37 shall not be treated as a Force Majeure. The affected Party must provide official documents (in copies or original version) of the Governmental Agency to the other Party as evidence of the acts or omission by the Governmental Agency, the lack of which shall entitle the non-affected Party to refuse adjustment to the Delivery Schedule.

38. The increase or decrease in coal quantity to be delivered due to the demand change of NSMO

- a) Notwithstanding any other provisions of this Agreement, for any Delivery Month, the Purchaser shall be entitled to, without any liability, reduce Delivery Month Quantity by any amount if either Duyen Hai 3 or Duyen Hai 3 Extension Power Plant mobilization is decreased due to planned lower electrical load mobilization from the NSMO. The Purchaser shall inform the Seller of such reduced electrical load mobilization within thirty (30) days prior to the first date of Delivery Month having the reduced mobilization. For avoidance of doubt, any decrease in the Delivery Month Quantity shall not lead to a decrease in the Contract Base Quantity.
- b) Notwithstanding any other provisions of this Agreement, for any Delivery Month, the Purchaser shall be entitled to, without any liability, increase Delivery Month Quantity by any amount if either Duyen Hai 3 or Duyen Hai 3 Extension Power Plant mobilization is increased due to planned increased electrical load mobilization from the NSMO. The Purchaser shall inform the Seller of any such increased electrical load mobilization within thirty (30) days prior to the first date of Delivery Month having the increased mobilization. For avoidance of doubt, any increase in the Delivery Month Quantity shall not lead to an increase in the Contract Base Quantity.

39. Replacement of Part VII - Procedure for Receiving and Dispatching Coal Vessels/Barges at Duyen Hai Port

Notwithstanding any other provisions of this Agreement, the Seller hereby agrees that the Purchaser shall have full discretion to replace Part VII – Procedure for Receiving and Dispatching Coal Vessels/Barges at Duyen Hai Port with an updated procedure as it deems necessary from time to time. The Parties acknowledges and agrees that the updated/replaced procedure shall become automatically effective at the time it is issued by the Purchaser and automatically replace Part VII - Procedure for Receiving and Dispatching Coal Vessels/Barges at Duyen Hai Port for the purpose of this Agreement and actual implementation.

Part V. Bidding Documents and amending documents thereof

Part VI. Bid Proposal and clarifying documents thereof provided by the successful Bidder

Part VII. Procedure for Receiving and Dispatching Coal Vessels/Barges at Duyen Hai Port (2nd amendment)

(Issued with Decision No. 200/QĐ-EVNGENCO1 dated 10/4/2023)

CHAPTER 1. GENERAL REGULATION

Article 1. Scope of regulation and subjects of application

1. Scope of regulation:

This procedure is applied for receiving and dispatching coal vessels/barges at Duyen Hai port (including Jetty No.1, Jetty No.2 and Jetty No.3).

2. Regulated entities:

This procedure is applied to:

- a) Power Generation Corporation 1;
- b) Duyen Hai Thermal Power Company;
- c) Thermal Power Project Management Board No.3;
- d) Steering Committee of improving coal handling productivity at Duyen Hai Electricity Center;
- e) Coal Suppliers.

Article 2. Interpretation of terms and abbreviations

1. “The Steering Committee” is the Steering Committee of improving coal handling productivity at Duyen Hai Electricity Center established by Power Generation Corporation 1.

2. “Company” is Duyen Hai Thermal Power Company

3. “TPPMB3” is Thermal Power Project Management Board No.3

4. “Duyen Hai Port” is a seaport of Duyen Hai Electricity Center serving the receipt of coal and oil fuels for operation of Thermal Power Plants in Duyen Hai Electricity Center.

5. “Dispatching coal vessels/barges” is the dispatch of coal vessels/barges in and out, monitoring and supervising the unloading process at Duyen Hai Port.

6. “Receiving coal vessels/barges” is the inspection and supervision of the process of sampling and analysis, measuring drafts, checking safety conditions and readiness for unloading of coal vessels/barges at Duyen Hai Port.

7. “Coal handling” is the operation of coal unloading equipment at Duyen Hai Port to release coal from vessels/barges and put it into coal storage.

8. “Coal Suppliers” are coal sellers that sign contracts to supply and transport coal for Thermal Power Plants in Duyen Hai Electricity Center.

9. “Employees” are employees of Duyen Hai Thermal Power Company

10. “Dispatch Department”: Team of employees of Duyen Hai Thermal Power Company, performing the task of dispatching coal vessels/barges in and out, monitoring and supervising the unloading process at Duyen Hai Port.

11. “Receiving Department”: Team of employees of Thermal Power Project Management Board No.3, performing the task of receiving coal vessels/barges.

12. “Unloading department”: Team of employees of Duyen Hai Thermal Power Company, performing the task of unloading coal from vessels/barges.

13. “Minimum coal inventory norm” is the minimum amount of coal that needs to be maintained in the storage to ensure the operation of thermal power plants, issued by Power Generation Corporation 1.

14. NOR is "Notice of readiness" given by the captain of coal vessels/barges to Duyen Hai Thermal Power Company to notify that the coal vessels/barges are ready for unloading at the Port.

15. “SB Vessel” is vessel with specific requirements such as small freeboard height, shallow draft, stability, low metacenter height. The Vessel only operates within 12 nautical miles.

16. "DH center” is Duyen hai Electricity Center.

17. “DH1” is Duyen Hai 1 Thermal Power Plant.

18. “DH3” is Duyen Hai 3 Thermal Power Plant.

19. “DH3 Extension” is Duyen Hai 3 Extension Thermal Power Plant.

20. Information about Duyen Hai Jetties is specified in Appendix 02.

21. “Jetty 1” is specified in Appendix 02.

22. “Jetty 2” is specified in Appendix 02.

23. “Jetty 3” is located on Jetty 1 specified in Appendix 02.

Other terms and abbreviations are construed and interpreted according to the provisions of the Charter and internal management regulations of Power Generation Corporation 1, Civil Law, Law on Enterprises and other valid legal documents issued by the Government.

Article 3. Principles for receiving and dispatching coal vessels/barges at Duyen Hai Port

1. The Steering Committee of improving coal handling productivity at Duyen Hai Electricity Center has the right to direct and request the departments of Power Generation Corporation 1, Duyen Hai Thermal Power Company and Thermal Power Project Management Board No.3 to perform related works to complete the tasks assigned by the leaders.

2. Duyen Hai Thermal Power Company and Thermal Power Project Management Board No.3 directly performs the task of receiving and dispatching coal vessels/barges at Duyen Hai Port, including but not limited to the management, mobilization and use of personnel and equipment of Duyen Hai Port and assigning tasks to departments,

employees of the Company and TPPMB3 to perform the tasks of receiving and dispatching coal vessels/barges, coal unloading and completing the targets and other tasks assigned by the leaders of EVNGENCO1 and the Steering Committee.

3. Duyen Hai Thermal Power Company is in charge of reporting Coal handling capacity daily/weekly/monthly/yearly according to the regulations of EVNGENCO1, in which stating difficulties and issues arising during the course of performing the tasks and proposing timely solutions.

CHAPTER 2. PROVISIONS ON RECEIVING AND DISPATCHING COAL VESSELS/BARGES AT DUYEN HAI PORT

Article 4. The order of receiving and dispatching coal vessels/barges

1. The receipt and dispatch of coal vessels/barges at Duyen Hai port shall be carried out under the following steps:

- Coal suppliers send a list of mother/transshipment vessels/barges to Duyen Hai port;
- Checking information of vessels/barges;
- Receiving the schedule of coal vessels/barges arriving at Duyen Hai port;
- Coal vessels/barges arrive at buoy No. 0 at Duyen Hai port;
- Check information on AIS (Automatically Identification System);
- Implementing procedures for receiving vessels/barges (queuing);
- Making the unloading plan;
- Towing coal vessels/barges into the port;
- Making draught survey (loaded);
- Unloading;
- Inspecting quality;
- Releasing vessels/barges;
- Inspecting cargo holds;
- Making draught survey (empty);
- Allowing vessels/barges to leave the port.

2. Flowchart for receiving and dispatching coal vessels/barges at Duyen Hai port is as specified in Appendix 01.

Article 5: Regulations on receipt of registration and acceptance of arrival schedules of coal vessels/barges

1. When the coal suppliers send the list of mother/transshipment vessels/barges to the Company, the employees in charge of dispatching coal vessels/barges must check information about the characteristics of the coal vessels/barges, including but not

limited to tonnage, image, size, number of holds, whether it is specialized vessels/barges or not, whether the vessels/barges have derrick or not, etc, then send feedback to the coal suppliers to inform them whether the vessels/barges are accepted or not. If the technical characteristics of the vessels/barges are not suitable for Duyen Hai Port, affecting the coal handling capacity, such vessels/barges shall be rejected.

The receipt and registration of vessels/barges schedule is executed on all days of the week including public holidays/New Year. Everyday at 8:00 am and 4:00 pm, employees who are in charge of dispatching coal vessels/barges at Duyen Hai Port will make a handling plan according to Form 01.03.QTĐT of Appendix 5 and send email to relevant parties (Can Tho Port Authority, Area 5 Pilots, shipping agents/ companies ...). Any changes must be informed within 03 hours after the handling plan has been sent.

2. Vessels/barges with one of the following specifications shall not be allowed to receive at Duyen Hai port:

- a. Tonnage < 4000 tons;
- b. Having derrick;
- c. Holds/hatches opening having size less than 13m*13m (with cargo loaded) and are dangerous for unloading (except arriving at jetty 3);
- d. Single-hull vessels having vertical keel extended to the bottom of the cargo hold and horizontal keel exposed on the surface of the cargo hold;
- e. The registration certificate issued by competent authorities is not valid (up to the time of receiving the vessels/barges to Duyen Hai port.
- f. Vessels/barges have no periodical inspection and maintenance: there is no maintenance/repair in the last 36 months up to the time of receipt to Duyen Hai port (there is no minutes or acceptance document for completion of maintenance/repair); By the time of receipt, vessels/barges having the next time of maintenance/repair in less than 03 months.
- g. Vessels/barges with useful life expired in accordance with the laws of Vietnam (if any).

Article 6. Regulations on the principle of queuing when receiving coal vessels/barges

1. When the coal vessel/barge arrives at buoy No.0 at Duyen Hai port, the coal supplier/agent will carry out procedures to deliver NOR. Duyen Hai Port will confirm the information, receive NOR and put the vessel/barge into queuing.

2. The transshipment vessels/barges of a mother vessel must be unloaded into a coal storage of a power plant. In urgent case when a cargo should be unloaded into different coal storages of different power plants, the Company shall send EVNGENCO1 a written report stating the reason to get approval before unloading.

3. When the conditions of priority for unloading coal vessels/barges do not appear as specified in Article 8 of this procedure, the order of queuing is based on the principle of “first come, first served”.

4. The time to determine the order of queuing when the priority conditions mentioned in Clause 3, Article 6 do not appear, or the priority conditions mentioned in Clauses 1, 2, 3, 4 and 5, Article 8 appear is as follows:

a. In case the vessel/barge arrives in the Arrival Window, the time when the vessel/barge tenders NOR is used as a basis for queuing.

b. In case the vessel/barge arrives earlier than 00:00 am on the first day of the Arrival Window, then:

- For vessel/barge carrying coal for DH3 and DH3 Extension, the time to use as a basis for queuing is 23:59 on the first day of Arrival Window;

- For vessel/barge carrying coal for DH1, the time to use as a basis for queuing is 07:00 on the first day of Arrival Window;

c. In case the vessel/barge arrives later than 24:00 on the last day of the Arrival Window, the time of tendering NOR plus 132 hours will be used as a basis for queuing.

Article 7. Regulations on receiving and unloading coal

1. Receiving coal vessels/barges

a. When the vessel/barge arrives at buoy No.0 at Duyen Hai port and completes the Customs and Port Authority procedures, the coal supplier will send a soft-copy of notice of readiness (NOR) for cargo handling via email, phone and a hard copy of NOR to the Dispatching Department to arrange the order of unloading according to regulations (the verification with Can Tho port authority must be done to ensure that information is matched using AIS positioning system).

b. After receiving NOR, the Dispatching Department shall base on the provisions of this Procedure to put the vessel/barge into unloading.

c. When the vessel/barge has been dispatched to the Anchorage to wait for determination of weight, the Receiving Department will observe and inspect the first weight determination of the independent Licensed Marine Surveyor.

d. The Receiving Department checks the seals at the cargo holds, water tanks, etc. to ensure that the coal is kept intact during transportation.

e. When opening the hatch cover, the employee of Receiving Department shall take pictures to see whether there are any abnormalities (like wet or impurities that are dangerous for coal handling system, etc.).

f. When the vessel/barge has been completed unloading, the Receiving Department will observe and inspect the second weight determination of the independent Licensed Marine Surveyor.

2. Coal unloading

a. When the vessel/barge has been dispatched to the port and the employee of the Receiving Department informs that it is ready to unload, the operator of the Unloading

Department shall report to the fuel team leader of the Company to request an unloading order.

b. During cargo handling, if the operator of the Unloading Department detects any abnormalities (like wet, impurities, etc.) or the captain does not cooperate in the mooring work or moving the vessels/barges, then the employee of Receiving Department must be present to handle such issues (a field minutes shall be made in accordance with Form 01.01.QTDT in Appendix 05).

c. Coal unloading must be implemented in a careful manner to avoid collision, causing damage to the vessels/barges or the coal unloading equipment. All coal must be unloaded from the vessels/barges.

d. A picture of the cargo hold must be taken after finishing coal unloading to confirm that all coal has been unloaded from the vessel/barge.

3. Coal quality monitor when receiving and unloading coal

During the process of receiving and unloading coal, the Dispatching, Receiving and Unloading Departments will coordinate with the Company's Departments/Divisions to:

a. Monitor the coal quality criteria according to the load port certificate of analysis (moisture, calorific value, etc.) to report to the Board of Directors of EVNGENCO1 and TPPMB3 to avoid damage to the Company's production activities (like high consumption rate, coal clogging that causes low unloading capacity, etc.).

b. When detecting unsatisfactory coal quality (in terms of moisture, calorific value, impurities, etc.) of any vessel/barge affecting the unloading capacity, it must be reported to the Board of Directors of EVNGENCO1 and TPPMB3 to remove such vessel/barge from the cargo handling position to let other vessel/barge enter for unloading.

Article 8. Regulations on priority of unloading vessels/barges

1. Prioritize unloading the last transshipment vessel/barge of the respective mother vessel.

When the mother vessel has met the requirements on proportion of using large vessels/barges for transshipment as specified in Coal Supply Agreement and there is only one last transshipment vessel/barge left, this last transshipment vessel/barge will be prioritized for unloading to complete the payment procedures for the mother vessel.

2. Prioritize unloading vessels/barges according to coal inventory level

a. When coal inventories of DH1, DH3 and DH3 Extension are lower than the minimum inventory norm, the vessel/barge with the highest priority (the one with the lowest priority number) is as specified in Section 1, Section 2 of Appendix 03.

b. When coal inventories of DH1, DH3 and DH3 Extension are higher than the minimum inventory norm, the vessels/barges shall be arranged to queue for unloading according to Clauses 1, 3, 4 and 5 of this Article.

c. When one of the coal storages of DH1, DH3 and DH3 Extension has inventory lower than the minimum inventory norm, both ports can prioritize unloading the vessel/barge serving that low coal storage to ensure power generation.

Details of the arrangement of Jetties for coal unloading, and inventory norm are specified in Appendix 04.

3. Prioritize pairing vessels/barges to meet the Jetty's length.

Jetty 1 has a length of 190m, Jetty 2 has a length of 227m. If the total length of 2 barges/vessels paired together on the same side is not longer than the length of a Jetty, this pair will be prioritized for the purpose of increasing the unloading capacity.

4. Prioritize unloading vessels/barges when blending coal

When it is necessary to blend coal to ensure safe power generation, the vessel/barge having the appropriate type of coal for blending will be prioritized.

5. In the event that 02 or more conditions of priority appear at the same time according to Clauses 1, 2, 3, and 4 of this Article, the unloading of coal shall be carried out in the following order:

First: Prioritize unloading the last transshipment vessel/barge of the respective mother vessel when it satisfies the conditions specified in Clause 1 of this Article;

Second: Prioritize unloading vessels/barges according to coal inventory level.

Third: Prioritize pairing vessels/barges to meet the Jetty's length

Fourth: Prioritize unloading vessels/barges when blending coal

Fifth: Arrange the vessels/barges to queue in the order as specified in Clause 3 Article 6.

6. Vessels/barges for Jetty 3 is described in Section 3, Appendix 03.

Article 9. Queuing plan for vessels/barges to be unloaded

1. The queuing plan for vessels/barges to be unloaded at ports is implemented on weekly or daily basis. The weekly/daily queuing plan of vessels/barges shall match with the unloading capacity of the ports in normal operating conditions.

2. If at the end of the planned week, the vessels/barges that have been put into unloading but have not yet finished unloading, the unloading plan of the previous week will be invalid and the vessels/barges that have not been unloaded according to the unloading plan of the previous week will be put into the next week's plan with the new order in accordance with the provisions of this Procedure.

3. In case the vessels/barges have been put into the weekly plan for 2 consecutive weeks but have not yet been unloaded, they will be prioritized for unloading in the next week (the order of priority for these vessels/barges will be same as in the preceding week).

Article 10. Handling in the event of a draft dispute

During the course of measuring draft (before unloading or after finishing unloading), if the purchaser and seller cannot agree on the draft value, a field minutes shall be made according to form 01.02.QTĐT in Appendix 5 (recording the opinions of the parties with full signatures) to submit to the superior for a solution. In the meantime, the Dispatching Department has the right to request the vessel/barge in dispute to leave the port and dispatch the one with the next priority order to come for unloading.

CHAPTER 3. ENFORCEMENT TERMS

Article 11. Responsibilities for implementation

1. EVNGENCO1

The Steering Committee of improving coal handling productivity at Duyen Hai Electricity Center, the President & CEO and functional departments of Power Generation Corporation 1 shall base on this procedure to operate, inspect and supervise the work of receiving and dispatching coal vessel/barges at Duyen Hai Port to ensure sufficient coal for power plants in Duyen Hai Electricity Center.

2. Duyen Hai Thermal Power Company

a) Be in charge of receiving, dispatching, unloading coal vessel/barges at Duyen Hai port and coordinate with Thermal Power Project Management Board 3 to supervise the inspection of coal volume and quality at Duyen Hai port.

b) At the latest 16:00 on every Friday, the Company approves the list of vessel/barges for the following week and reports to EVNGENCO1 using the software of management of dispatching coal vessel/barges at Duyen Hai Seaport. For vessel/barges having time of tendering NOR after the approved time, the Company will approve additionally, ensuring compliance with the provisions of this Procedure.

c) Disseminating the Procedure to all employees and assign tasks to relevant Departments/Divisions to, based on this Procedure and Coal Supply Agreement with coal suppliers, organize the receipt and dispatch of coal vessels/barges at Duyen Hai Port.

d) Contacting and notifying Can Tho Port Authority and relevant organizations and individuals for coordination in implementation.

3. TPPMB3

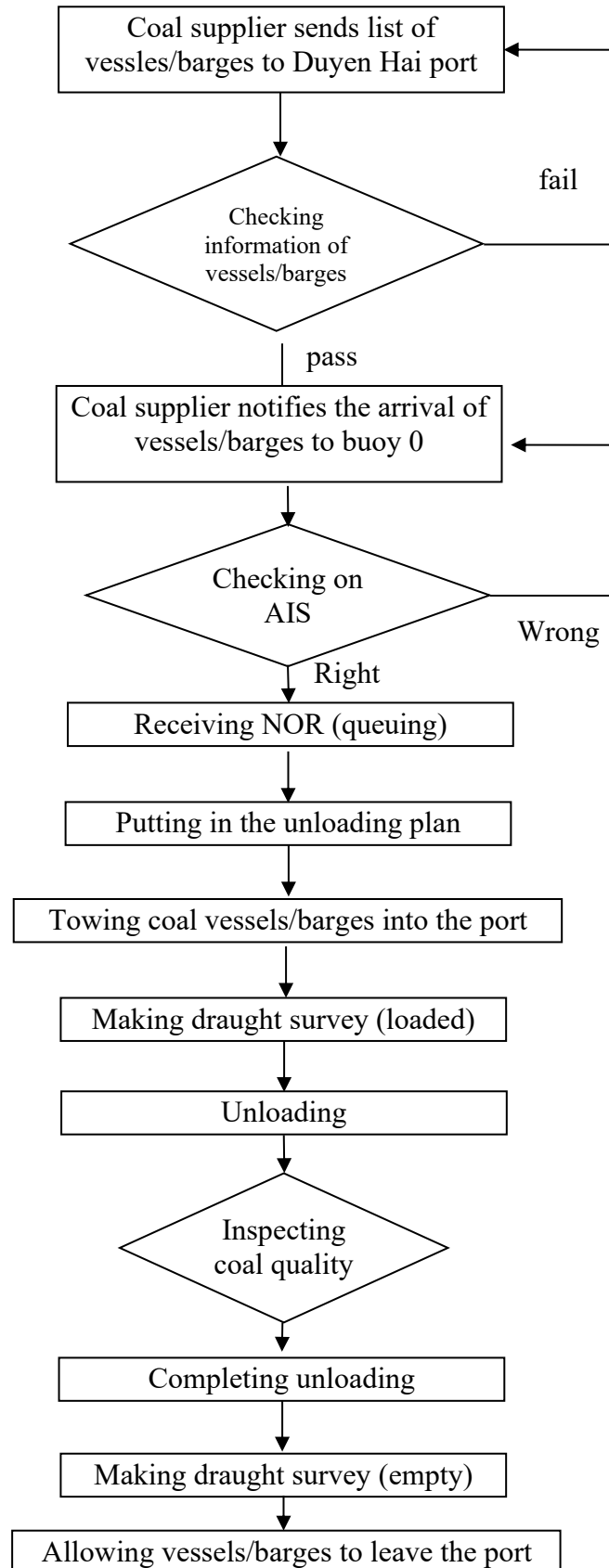
a) Be in charge of supervising the inspection of coal volume and quality at Duyen Hai port and coordinate with Duyen Hai Thermal Power Company in receiving, dispatching and unloading coal vessel/barges at Duyen Hai port.

b) Disseminating the Procedure to all employees and assign tasks to relevant Departments/Divisions to, based on this Procedure, Coal Supply Agreement with coal suppliers and Coal Inspection Service Contract, organize the receipt and dispatch of coal

vessels/barges at Duyen Hai Port.

4. In the course of implementation of this Procedure, any problems and difficulties detected shall be promptly reported to Power Generation Corporation 1 for supplementation and amendment.

Appendix 01: Flowchart of receiving and dispatching coal vessels/barges at Duyen Hai port



Step	Content of work	Interpretation
1	Coal supplier sends list of vessels/barges to Duyen Hai port	Not later than 05 days before the vessels/barges arrive at Duyen Hai port, the Coal Supplier is responsible for sending the list of transshipment vessels/barges as specified in the Coal Supply Agreement via email to the Company, including but not limited to: names and numbers of vessels/barges, coal quantities, basic parameters of vessels/barges, overview images of vessels/barges, pictures of longitudinal and transverse bulkheads of each cargo hold, size of hold/hatch opening, insurance certificates, technical safety certificates, certificates of registration of watercraft, expected dates of arrival of the vessels/barges at the transshipment/discharge ports, etc.”
2	Checking information of vessels/barges	Duyen Hai Port will check and respond to the coal suppliers within 24 hours from the time of receiving the list of vessels/barges from the coal supplier to confirm whether or not to agree with the vessels/barges as prescribed in this Procedure.
3	Coal supplier notifies the arrival of vessels/barges to buoy 0	When the vessels/barges arrive at buoy 0 of Duyen Hai port, the coal supplier/agent sends an email notifying the arrival of vessels/barges to Duyen Hai port.
4	Checking on AIS	Duyen Hai Port will check and confirm the information of vessels/barges to be arrived through AIS system.
5	Receiving NOR	Time and procedures for receiving NOR shall comply with the provisions of the coal supply agreement. After receiving NOR, the vessels/barges will be put into queuing.
6	Putting into the unloading plan	Consider the vessels/barges' priority conditions at that time to put them in the unloading plan in accordance with this Procedure.
7	Towing coal vessels/barges into the port	The coal supplier/agent completes the procedures with the port authority, then tow the vessel/barge into the port.
8	Making draught survey (loaded)	Draught survey (loaded) can be carried out at buoy 0, anchorage area or at the Jetty.
9	Unloading	After the draught survey is completed, coal will be unloaded according to the plan of the power plants.
10	Inspecting coal quality	Coal quality inspection is carried out from the beginning til the end of unloading work. If any abnormalities about coal quality are detected, a field minutes shall be made and the coal suppliers will be notified in writing.
11	Completing unloading	Check and take pictures of cargo holds to prove all the coal has been unloaded
12	Making draught survey (empty)	Draught survey (empty) can be carried out at the port or in the anchorage area
13	Allowing vessels/barges to leave the port	After completing the determination of weight, the vessels/barges will be allowed to leave the port

Appendix 02: Information of Coal Jetties at Duyen Hai Port

I. Jetty No.1:

1. Parameters:

- Coal jetty with 190m length
- Can receive vessels/barges of 30,000 tons.

2. Continuous Ship Unloaders (CSU) at Jetty No.1

CSU is a continuous coal handling device located in Jetty No.1 that is responsible for unloading coal from vessels/barges to put on conveyors. With a capacity of 1500t/h/1CSU, 02 CSUs are capable of working continuously with high reliability to ensure adequate coal supply for the power plants to operate.

3. Jetty No.3 is located at Jetty No.1 (80 m from Jetty No.1), using 02 grab ship unloaders and is possible to receive coal vessels/barges of 5000 tons

II. Jetty No.2

1. Parameters:

- Coal jetty with 227m length
- Can receive vessels/barges of 30,000 tons.

2. Grab Ship Unloaders (GSU) at Jetty No.2.

GSU is a coal handling device using a grab bucket located in Jetty No.2 that is responsible for unloading coal from vessels/barges to put on conveyors. With a capacity of 1500t/h/1GSU, 02 GSUs are capable of working continuously with high reliability to ensure adequate coal supply for the power plants to operate.

Appendix 03. Technical characteristics of vessels/barges to be prioritized

I. For Jetty 1

Technical characteristics of vessels/barges	Order of priority
<p>1. Seagoing/SB vessels/barges with the first priority shall satisfy the following technical characteristics:</p> <ul style="list-style-type: none"> a. Tonnage from 18,000 to 30,000 tons; b. No crane; c. 02-hulls vessels/barges without vertical and/or horizontal keels being exposed in the cargo hold. The bottom of the cargo hold is flat; d. There are no more than 03 cargo holds; e. Holds/hatches opening having size not less than 13m*13m. 	1
<p>2. Seagoing/SB vessels/barges with the second priority shall satisfy the following technical characteristics:</p> <ul style="list-style-type: none"> a. Tonnage from 10,000 to below 18,000 tons; b. No crane; c. 02-hulls vessels/barges without vertical and/or horizontal keels being exposed in the cargo hold. The bottom of the cargo hold is flat; d. There are no more than 02 cargo holds; e. Holds/hatches opening having size not less than 13m*13m. 	2
<p>3. The third priority shall be barges satisfying the following technical characteristics:</p> <ul style="list-style-type: none"> a. There is only 01 cargo hold; b. Tonnage from 7,000 tons or more; c. Having width of not more than 30 m; d. Being equipped with tarpaulins, lanyards. Having no internal ledges or railings. 	3
<p>4. Other seagoing/SB vessels/barges shall satisfy the following technical characteristics:</p> <ul style="list-style-type: none"> a. Tonnage from over 5,000 to less than 10,000 tons; b. No crane; c. 02-hulls vessels/barges without vertical and/or horizontal keels being exposed in the cargo hold. The bottom of the cargo hold is flat; d. Having less than 04 cargo holds; e. Holds/hatches opening having size not less than 13m*13m. 	4

II. For Jetty 2

Technical characteristics of vessels/barges	Order of priority
<p>1.1. Seagoing/SB vessels/barges with the first priority shall satisfy the following technical characteristics:</p> <ul style="list-style-type: none"> a. Tonnage from 18,000 to 30,000 tons; b. No crane; c. 02-hulls vessels/barges without vertical and/or horizontal keels being exposed in the cargo hold. The bottom of the cargo hold is flat; d. There are no more than 03 cargo holds; e. Holds/hatches opening having size not less than 13m*13m. 	
<p>1.2. Seagoing/SB vessels/barges with the first priority shall satisfy the following technical characteristics:</p> <ul style="list-style-type: none"> a. Tonnage from 18,000 to 30,000 tons; b. No derrick; c. Having hydraulic crane or electric crane with height not exceed 21m from the deck surface; d. No vertical and/or horizontal keels being exposed in the cargo hold. The bottom of the cargo hold is flat; e. There are 04 or 05 cargo holds, but holds/hatches with opening size smaller than 13x13m having no cargo loaded; f. Holds/hatches opening having size not less than 13m*13m. 	1
<p>2. Seagoing/SB vessels/barges with the second priority shall satisfy the following technical characteristics:</p> <ul style="list-style-type: none"> a. Tonnage from 18,000 to 30,000 tons; b. No derrick; c. Having hydraulic crane or electric crane with height not exceed 21m from the deck surface; d. Vertical keel being exposed but not extended to the bottom of the cargo hold. No horizontal keel being exposed in the cargo hold. The bottom of the cargo hold is flat; e. There are 04 or 05 cargo holds, but holds/hatches with opening size smaller than 13x13m having no cargo loaded; f. Holds/hatches opening having size not less than 13m*13m. 	2
<p>3. The third priority shall be barges satisfying the following technical characteristics:</p> <ul style="list-style-type: none"> a. There is only 01 cargo hold, flat bottom to the edge of the cargo hold; b. Tonnage from 7,000 tons or more; c. The width of the cargo hold is not more than 30 m; 	3

d. Being equipped with tarpaulins, lanyards. Having no internal ledges or railings.	
<p>4. Other seagoing/SB vessels/barges shall satisfy the following technical characteristics:</p> <ul style="list-style-type: none"> a. Tonnage from over 5,000 to less than 10,000 tons; b. No derrick; c. 02-hulls vessels/barges without vertical and/or horizontal keels being exposed in the cargo hold. The bottom of the cargo hold is flat; d. Having less than 04 cargo holds; e. Holds/hatches opening having size not less than 13m*13m. 	4

III. For Jetty 3

Vessels/barges for Jetty 3 shall satisfy the following technical characteristics:

- a. Tonnage from 4000 tons to 5000 tons;
- b. No crane;
- c. 02-hulls vessels/barges without vertical and/or horizontal keels being exposed in the cargo hold. The bottom of the cargo hold is flat;

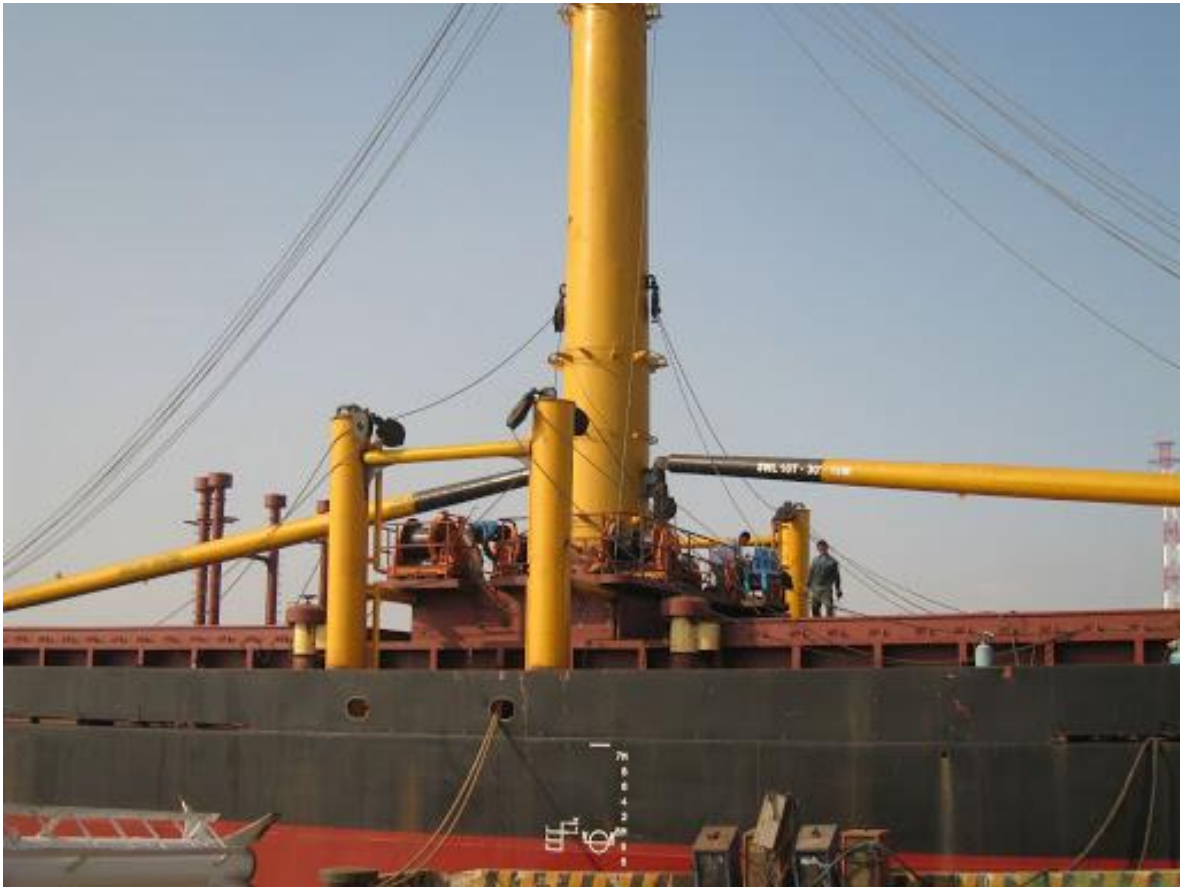
IV. Pictures of some types of vessels/barges:

Vessel/barge with hydraulic crane or electric crane. The crane can rotate 360⁰ and can be raised or lowered



vesselfinder.com





Vessel/barge with derrick. Derrick is operated by winch cables, when hanging up, it will interfere with the unloading equipment due to the cable structure



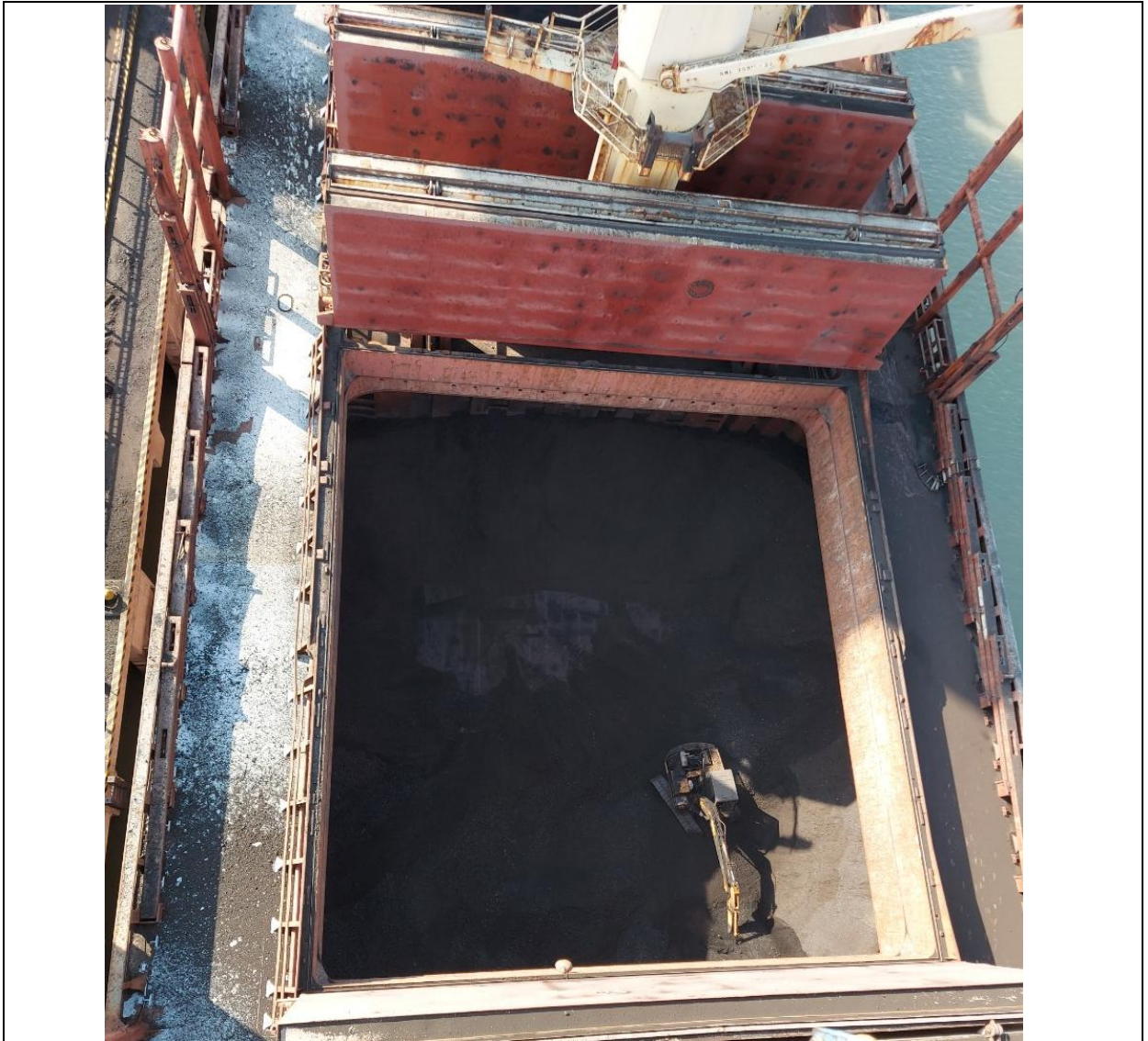
Vessel/barge with vertical keel being exposed but not extended to the bottom of the cargo hold, horizontal keel being not dragged along the cargo hold. The bottom of the cargo hold is flat;



Vessel/berth with vertical keel being exposed and extended to the bottom of the cargo hold, horizontal keel being exposed and dragged along the cargo hold. The bottom of the cargo hold is flat



02-hulls vessels/barges without vertical and/or horizontal keels being exposed in the cargo hold. The bottom of the cargo hold is flat.



Vessels/barges with dark and hidden hatch/hold structure that is dangerous for unloading

V. Some vessels/barges used to transport coal to Duyen Hai port

No.	Name of vessels/barges	Priority classification	(DWT)	Length	Width	No. of holds	Type of crane	Keels being exposed
1	ASIA TK1/SL1	Port 1: Type 3	7.427,00	91,40	24,30	1	No	No
		Port 2: Type 3						
2	ASIA TK2/SL2	Port 1: Type 3	9.052,00	100,00	28,00	1	No	No
		Port 2: Type 3						
3	ATN OCEAN 79	Port 1: Type 2	12.348,00	109,80	19,50	2	No	No
		Port 2: Type 2						
4	ATN OCEAN 88	Port 1: Type 2	10.166,80	98,18	16,80	2	No	No
		Port 2: Type 2						
5	ATN PHAOLO	Port 1: Type 2	10.166,80	103,80	16,80	2	No	No
		Port 2: Type 2						
6	BAO KHANH 19	Port 1: Type 4	9.160,00	98,10	18,80	2	No	No
		Port 2: Type 4						
7	DIEN CONG SANG 02	Port 1: Type 4	6.553,00	108,00	18,90	2	No	No
		Port 2: Type 4						
8	DONG BAC 22_01	Port 1: Type 1	22.037,00	146,00	22,00	2	No	No
		Port 2: Type 1						
9	DONG BAC 22_02	Port 1: Type 1	22.037,00	146,20	22,00	2	No	No
		Port 2: Type 1						
10	DONG BAC 22_03	Port 1: Type 1	21.678,00	147,10	22,00	2	No	No
		Port 2: Type 1						
11	DONG BAC 22_04	Port 1: Type 1	21.500,70	136,00	25,00	2	No	No
		Port 2: Type 1						
12	DONG BAC 22_05	Port 1: Type 1	21.497,00	139,90	25,00	2	No	No
		Port 2: Type 1						
13	DONG BAC 22_06	Port 1: Type 1	20.750,80	146,50	27,00	2	No	No
		Port 2: Type 1						
14	DONG BAC 22_07	Port 1: Type 1	20.754,00	146,00	27,00	2	No	No
		Port 2: Type 1						
15	DONG BAC 22_08	Port 1: Type 1	22.095,00	146,86	27,00	2	No	No
		Port 2: Type 1						
16	DONG BAC 22_09	Port 1: Type 1	22.100,00	139,80	27,00	2	No	No
		Port 2: Type 1						
17	DONG BAC 22_10	Port 1: Type 1	22.122,00	139,90	27,00	2	No	No
		Port 2: Type 1						
18	DONG BAC 22_11	Port 1: Type 1	21.678,00	147,10	22,00	2	No	No
		Port 2: Type 1						
19	EPIC 08	Port 1: Type 4	9.850,60	103,00	26,00	2	1 Crane	No
		Port 2: Type 4						
20	EPIC 09	Port 1: Type 4	9.811,60	103,00	26,00	2	1 Crane	No
		Port 2: Type 4						

21	HAI NAM 88	Port 1: Type 1	23.785,00	146,80	22,80	2	No	No
		Port 2: Type 1						
22	HOA MAI 88	Port 1: Type 2	12.704,00	113,00	19,00	2	No	No
		Port 2: Type 2						
23	HOA MAI 89	Port 1: Type 4	7.040,00	120,00	19,00	2	No	No
		Port 2: Type 4						
24	HOANG SA 126	Port 1: Type 4	5.961,00	90,69	15,00	2	No	No
		Port 2: Type 4						
25	HOANG SA 68	Port 1: Type 4	7.568,29	101,92	7,35	2	No	No
		Port 2: Type 4						
26	HOANH SON 138	Port 1: Type 3	7.993,10	86,00	27,50	1	No	No
		Port 2: Type 3						
27	HOANH SON 238	Port 1: Type 3	8.807,00	86,20	27,40	1	No	No
		Port 2: Type 3						
28	KIM NGUYEN 86/PETROSETCO POST 01	Port 1: Type 3	8.616,53	91,50	24,90	1	No	No
		Port 2: Type 3						
29	MINH PHU 17	Port 1: Type 4	5.679,60	79,80	15,60	2	No	No
		Port 2: Type 4						
30	MINH PHU 99	Port 1: Type 4	5.681,00	79,80	15,60	2	No	No
		Port 2: Type 4						
31	MINH QUANG	Port 1: Type 4	5.821,80	98,00	13,60	2	No	No
		Port 2: Type 4						
32	MINH QUANG 05	Port 1: Type 4	7.311,30	104,90	18,00	2	No	No
		Port 2: Type 4						
33	NICOLE	Port 1: Type 4	7.345,10	112,50	18,20	2	No	No
		Port 2: Type 4						
34	NINHCO 88	Port 1: Type 4	8.582,61	98,50	18,00	2	No	No
		Port 2: Type 4						
35	PHU THANH	Port 1: Type 1	18.289,50	136,00	22,00	3	No	No
		Port 2: Type 1						
36	QUANG TRUNG 68	Port 1: Type 4	7.996,60	102,80	15,80	2	No	No
		Port 2: Type 4						
37	QUANG VINH 188	Port 1: Type 1	23.567,30	144,91	25,00	3	No	No
		Port 2: Type 1						
38	QUANG VINH DIAMOND	Port 1: Type 1	23.621,10	165,00	25,00	3	No	No
		Port 2: Type 1						
39	THAI HA 8888	Port 1: Type 4	6.337,30	105,60	13,60	2	No	No
		Port 2: Type 4						
40	THUAN HAI SL2/TK2	Port 1: Type 3	9.052,00	100,28	25,60	1	No	No
		Port 2: Type 3						
41	THUAN HAI SL3/TK3	Port 1: Type 3	9.493,00	100,00	26,16	1	No	No
		Port 2: Type 3						
42	THUAN HAI SL5/TK5	Port 1: Type 3	9.493,00	100,60	26,16	1	No	No
		Port 2: Type 3						
43		Port 1: Type 3	7.247,00	91,44	25,60	1	No	No

	THUAN HAI TK1/SL1	Port 2: Type 3						
44	TRUNG THANG 56	Port 1: Type 4	9.101,60	106,60	16,50	2	No	No
		Port 2: Type 4						
45	TRUNG THANG 66	Port 1: Type 4	9.650,00	109,90	17,00	2	No	No
		Port 2: Type 4						
46	TRUONG NGUYEN OCEAN	Port 1: Type 1	23.820,00	138,98	29,00	2	No	No
		Port 2: Type 1						
47	TRUONG NGUYEN STAR	Port 1: Type 1	23.863,00	146,00	26,90	2	No	No
		Port 2: Type 1						
48	TU CUONG 27	Port 1: Type 4	6.089,80	85,36	15,30	2	No	No
		Port 2: Type 4						
49	TU CUONG 368	Port 1: Type 4	6.310,70	75,92	17,50	2	No	No
		Port 2: Type 4						
50	TU CUONG 68	Port 1: Type 2	10.116,90	103,80	16,80	2	No	No
		Port 2: Type 2						
51	TU CUONG 68	Port 1: Type 2	10.116,90	103,80	16,80	2	No	No
		Port 2: Type 2						
52	TU CUONG 89	Port 1: Type 4	7.996,60	102,80	15,80	2	No	No
		Port 2: Type 4						
53	TUAN MINH	Port 1: Type 2	11.814,00	97,10	18,00	2	No	No
		Port 2: Type 2						
54	VIET THUAN 11_01	Port 1: Type 2	10.808,00	119,90	21,60	2	No	No
		Port 2: Type 2						
55	VIET THUAN 11_02	Port 1: Type 2	10.773,00	119,90	21,60	2	No	No
		Port 2: Type 2						
56	VIET THUAN 168	Port 1: Type 1	20.531,90	130,00	20,00	2	No	No
		Port 2: Type 1						
57	VIET THUAN 169	Port 1: Type 1	20.531,00	136,00	22,00	2	No	No
		Port 2: Type 1						
58	VIET THUAN 189	Port 1: Type 1	22.155,20	154,00	24,00	3	No	No
		Port 2: Type 1						
59	VIET THUAN 198	Port 1: Type 2	15.215,00	133,98	19,00	2	No	No
		Port 2: Type 2						
60	VIET THUAN 215_01	Port 1: Type 1	21.386,00	146,60	28,00	2	No	No
		Port 2: Type 1						
61	VIET THUAN 215_02	Port 1: Type 1	22.027,00	147,29	28,00	2	No	No
		Port 2: Type 1						
62	VIET THUAN 215_03	Port 1: Type 1	22.027,00	148,00	28,00	4	No	No
		Port 2: Type 1						
63	VIET THUAN 215_05	Port 1: Type 1	22.022,80	147,29	28,00	2	No	No
		Port 2: Type 1						
64	VIET THUAN 215_07	Port 1: Type 1	22.900,00	139,90	29,00	2	No	No
		Port 2: Type 1						
65		Port 1: Type 1	23.255,00	165,45	25,04	3	No	No

	VIET THUAN 235	Port 2: Type 1						
66	VIET THUAN 235_01	Port 1: Type 1	23.733,40	156,00	25,00	3	No	No
		Port 2: Type 1						
67	VIET THUAN 235_02	Port 1: Type 1	23.960,90	151,00	27,00	2	No	No
		Port 2: Type 1						
68	VIET THUAN 268	Port 1: Type 4	5.961,20	94,60	15,20	2	No	No
		Port 2: Type 4						
69	VIET THUAN 56	Port 1: Type 4	8.051,20	106,16	16,20	2	No	No
		Port 2: Type 4						
70	VIET THUAN 568	Port 1: Type 4	8.918,00	112,00	18,00	2	No	No
		Port 2: Type 4						
71	VIET THUAN 668	Port 1: Type 2	15.406,00	121,00	20,00	2	No	No
		Port 2: Type 2						
72	VIET THUAN HN_01	Port 1: Type 4	6.310,70	75,92	17,50	2	No	No
		Port 2: Type 4						
73	VIET THUAN 10_01	Port 1: Type 4	10.116,90	98,18	16,80	2	No	No
		Port 2: Type 4						
74	VINH HIEN 69	Port 1: Type 4	5.826,90	79,80	16,00	2	No	No
		Port 2: Type 4						
75	VNI 02/03	Port 1: Type 3	7.752,00	100,00	26,00	1	No	No
		Port 2: Type 3						

Appendix 04

I. Arrangement of Jetties for coal unloading

1. When the following cases occur:

a. Both three coal storages of DH1, DH3 and DH3MR have inventories lower than the minimum inventory norm;

b. Coal storages of DH1 and DH3 or coal storages of DH1 and DH3MR have inventories lower than the minimum inventory norm;

c. Both three coal storages of DH1, DH3 and DH3MR have inventories higher than the minimum inventory norm;

Then, Jetty 1 and Jetty 3 receive coal vessels/barges for coal storage of DH1; Jetty 2 receives coal vessels/barges for coal storages of DH3 and DH3MR.

2. When coal storage of DH1 has inventory lower than the minimum inventory norm, and coal storages of DH3 and DH3MR have inventories higher than the minimum inventory norm, then Jetty 2 is mobilized to receive coal vessels/barges for coal storage of DH1.

3. When coal storage of DH3 has inventory lower than the minimum inventory norm, and coal storage of DH1 has inventory higher than the minimum inventory norm, then Jetty 1 and Jetty 3 are mobilized to receive coal vessels/barges for coal storage of DH3.

4. When there is no coal vessels/barges for coal storage of DH1, Jetty 1 and Jetty 3 are mobilized to receive coal vessels/barges for coal storage of DH3.

5. When there is no coal vessels/barges for coal storage of DH3 and DH3MR, Jetty 2 is mobilized to receive coal vessels/barges for coal storage of DH1.

II. Minimum inventory norms of coal storages

1. Coal storage of DH1: 220.000 DWT;

2. Coal storage of DH3: 220.000 DWT

3. Coal storage of DH3MR: 110.000 DWT

Minimum inventory norms of coal storages are according to the provisions of Document No. 1118/QD-EVN dated July 31, 2020 of the Electricity of Vietnam and its amendments and supplements (if any).

4. Time to refer to the minimum inventory level:

- When making weekly plan for week (n): 13:00 on Friday of week (n-1)

- When making daily plan: For the 16:00 daily schedule, it will be based on the coal inventory of the previous day. For the 8:00 daily schedule, it will be based on the 16:00 daily schedule of the previous day.

5. Coal inventory database is extracted on Coal.evn.com software

Appendix 05: Forms

Form. 01.01.QTĐT

**POWER GENERATION
CORPORATION 1
DUYEN HAI THERMAL
POWER COMPANY**

**SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness**

Trà Vinh, date

No.:

FIELD MINUTES

Re

Today, at h... on 00/00/20... we include:

I. Participants:

1. Representative of TPPMB3

1. Mr. Title:

2. Representative of the coal supplier

1. Mr. Title:

3. Representative of the shipping agent

1. Mr. Title:

II. Working contents

-.....

III. Conclusion

-.....

The minutes ends at 00h00 on the same day and is made into 03 copies with the same value, each party keeps 01 copy.

The minutes is approved and signed by the Representatives of the parties.

REPRESENTATIVE	REPRESENTATIVE	REPRESENTATIVE	REPRESENTATIVE
Coal supplier	Shipping agent	Licensed Marine Surveyor	TPPMB3

POWER GENERATION
CORPORATION 1
TPPMB3

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Trà Vinh, date

No.:

FIELD MINUTES

Re

Today, at h.... on 00/00/20... we include:

I. Participants:

1. Representative of TPPMB3

1. Mr. Title:

2. Representative of Licensed Marine Surveyor

1. Mr. Title:

3. Representative of the coal supplier

1. Mr. Title:

4. Representative of the shipping agent

1. Mr. Title:

II. Working contents

- Opinions of relevant parties that have not been agreed are recorded in this section.

III. Conclusion

-

The minutes ends at 00h00 on the same day and is made into 04 copies with the same value, each party keeps 01 copy.

The minutes is approved and signed by the Representatives of the parties.

REPRESENTATIVE	REPRESENTATIVE	REPRESENTATIVE	REPRESENTATIVE
Coal supplier	Shipping agent	Licensed Marine Surveyor	TPPMB3

DISPATCHING PLAN FORM

POWER GENERATION CORPORATION 1
DUYEN HAI THERMAL POWER COMPANY

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

No.:

Trà Vinh, date

DISPATCHING PLAN**I. CURRENT SCHEDULE: (At ...h00 on... /.../202...)**

No.	Name of vessel/barge (Registration number)	Length (m)	Types of goods	Volume (tons)	Time of arrival at Jetty	Jetty	Handling position	Note
1								
2								
3								

II. EXPECTED PLAN OF DISPATCHING VESSELS/BARGES INTO / OUT OF THE JETTY: (At...h00 dated.../.../202...)

No.	Name of vessel/barge (Registration number)	Length (m)	Types of goods	Volume (tons)	From:	To:	Expected time of dispatching	Note
1								
2								
3								
4								

Note:

.....

Recipients:

APPROVAL

ESTABLISHED BY

-