

This English version was translated from Vietnamese

PRODUCTS LIABILITY INSURANCE WORDING

*(The Vietnamese Original version was issued in accordance with the Decision
No.: 02QĐ/BH-PAC-13 dated August 19, 2013 of Phu Hung Assurance Corporation)*

Subject to the terms, exceptions, limits and conditions contained in this Policy and Schedule, which are based on a proposal and declaration, and further subject to the payment of premium, **Phu Hung Assurance Corporation** (hereinafter called "Phu Hung") shall indemnify the Insured against:

1. All sums which the Insured becomes legally liable to pay as compensation in respect of
 - 1.1 accidental bodily injury to or illness of any person,
 - 1.2 accidental loss of or damage to the propertycaused by any goods sold, supplied, repaired, altered, treated or serviced by the Insured in connection with the business carried on by the Insured and occurring during the period of insurance and within the territorial limits stated in the Schedule.
2. All costs and expenses of litigation
 - 2.1 recovered by any claimant against the Insured,
 - 2.2 incurred with the written consent of Phu Hungin respect of any claim against the Insured for compensation to which the indemnity expressed in this Policy applies;

PROVIDED that the liability of Phu Hung for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause does not exceed the limit of indemnity specified in the Schedule for any one occurrence, and in respect of all injury, loss, or damage sustained as a result of all occurrences happening during any one period of insurance does not exceed the limit of indemnity specified in the Schedule for any one period of insurance.

In the event of death of the Insured, Phu Hung shall in respect of the liability incurred by the Insured indemnify the Insured's personal representatives under the terms of and subject to the limitations of this Policy, provided that such personal representatives observe, fulfill and are subject to the terms, exceptions, limits and conditions of this Policy so far as they are applicable, as though they themselves were insured.

EXCEPTIONS

This Policy does not cover:

1. Liability in respect of injury, illness, loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;
2. Liability assumed by the Insured by agreement, unless such liability would have attached to the Insured notwithstanding such agreement;
3. Liability in respect of injury to or illness of any person under a contract of service or apprenticeship with the Insured, if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured or in respect of any sum payable by the Insured under legislation relating to occupational injury or illness;
4. Liability in respect of loss or damage to property

- 4.1 belonging to the Insured,
- 4.2 in the charge or under the control of the Insured or any servant or agent of the Insured,
- 5. Liability in respect of injury, illness, loss or damage
 - 5.1 caused by anything bought by the Insured on terms whereby the legal liability of the seller under the statutory or common law is qualified or limited,
 - 5.2 caused by any goods (or container)
 - 5.2.1 in the charge or under the control of the Insured,
 - 5.2.2 supplied by the Insured in connection with the business carried on by the Insured at any premises elsewhere than within the territorial limits;
- 6. Liability incurred by the Insured resulting from bodily injury, loss of or damage arising directly or indirectly from the design, plans, formula or specification of any goods or instruction, advice or information on the characteristics, use, storage or application of any goods;
- 7. Liability in respect of loss or damage to any goods supplied by the Insured if such loss or damage is attributable to any defect in or the harmful nature or unsuitability of such goods;
- 8. Any actions for the compensations brought in the Courts of Law of any territory outside the country where the Insured's Head Office as stated in the Schedule is located;
- 9. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - 9.1 ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (including any self-sustaining process or nuclear fission),
 - 9.2 the radioactive, toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear weapons material or nuclear component thereof;
 - 9.3 asbestosis or any related disease (including cancer) resulting from the existence production handling processing manufacture sale distribution storage deposit or use of asbestos, asbestos products and/or products containing asbestos
- 10. Liability directly or indirectly occasioned by or through or in consequence of
 - 10.1 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not),
 - 10.2 civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power,
 - 10.3 martial law or state of siege or any of the events causes which determine the proclamation or maintenance of martial law or state of siege,
 - 10.4 any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto Government or the influencing of it by terrorism or violence,

or looting sack of pillage in connection with any of the aforementioned occurrences.

CONDITIONS

This Policy and Schedule shall be read together as one contract and any word and expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. In the event of any occurrence which may give rise to a claim for indemnity under this Policy, the Insured shall as soon as possible give notice thereof to Phu Hung in writing. Every letter, writ, summons and process shall be notified or forwarded to Phu Hung immediately on receipt.
2. The Insured shall not without the consent in writing of Phu Hung repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any occurrence or claim, and Phu Hung shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefits and claim for indemnity or compensation or the like against any person and shall have full discretion in the conduct of any proceedings and in the settlement of any claim, and the Insured shall give all information and assistance that Phu Hung may require.
3. Phu Hung may in the case of any injury, illness, loss, or damage, pay to the Insured the maximum sum payable under this Policy in respect of such occurrence, or any lesser sum for which the claim or claims arising from such occurrence can be settled, and Phu Hung thereafter shall not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.
4. If at the time of any claim arising under this insurance there is any other insurance covering the same risk or any part thereof, Phu Hung shall not be liable for more than its ratable proportion thereof.
5. Phu Hung may at any reasonable times, for the purpose of enquiry or examination, by their authorized officials or agents, enter into any premises or place to which this insurance applies or in which injury damage or loss has occurred and may remain in possession for a reasonable period for the purpose of such enquiry or examination, and the Insured shall give all necessary details in connection therewith.
6. The Insured shall give immediate notice to Phu Hung of any alterations materially varying any of the facts existing at the date of the proposal.
7. The Insured shall take all reasonable precautions to prevent the supplied goods and/or containers which are not in good condition and fit for the purpose for which they are intended and shall exercise reasonable care that all legislation and all by-laws and directions made by statutory or local authority are duly observed and complied with.
8. This Policy may be cancelled at any time by thirty days' notice by registered letter from Phu Hung to the Insured's last known address, and in such event Phu Hung shall return a pro rata portion of the premium (after adjustment in accordance with Condition 9 if necessary) for the unexpired part of the period of insurance.

9. If the premium for this Policy has been calculated on any estimate furnished by the Insured, the Insured shall keep accurate records of all particulars relative thereto and shall at all time allow Phu Hung to inspect such records. The Insured shall within one month from the expiry of each period of insurance supply to Phu Hung such particular and information as Phu Hung may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured, as the case may be, however subject to any minimum premium hereon.
10. All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they can not agree upon a single arbitrator, to then decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by the other party, or in case the arbitrators do not agree, to the decision of one umpire appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against Phu Hung . If Phu Hung disclaim liability to the Insured for any claim hereunder and such claim is not within twelve calendar months from he date of such disclaimer referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. The due observance and fulfillment of the terms, conditions and endorsements of this Policy, insofar as they relate to anything to be done or complied with by the Insured, and the truth of statements and answers in the said proposal shall be conditions precedent to any liability of Phu Hung to make any payment under this Policy.