
PRODUCTS LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE POLICY WITH LEGAL COSTS & EXPENSES INCLUSIVE WITHIN THE LIMIT OF LIABILITY

WHEREAS the Insured by a proposal and declaration which is the basis of and is deemed to be incorporated within this contract has applied to MSIG Insurance (Vietnam) Co., Ltd. ("the Company") for the insurance contained in this Policy and has paid or agreed to pay the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that subject to the Terms Limits Exceptions and Provisions contained in or endorsed on this Policy, the Company will indemnify the Insured against

(a) All sums which the Insured shall become legally liable to pay for compensation in respect of any claim or claims which may be made against them during the Period specified in the Schedule for

- 1) bodily injury to or illness of any person
- 2) loss of or damage to property

occurring within the Geographical Limit and caused by any defect in or the harmful nature of any goods (or the container thereof) as described in the Schedule sold supplied repaired altered treated erected installed tested or serviced by the Insured (hereinafter referred to as the "Product") in connection with the Business carried on by the Insured as stated in the Schedule.

(b) All costs and expenses of litigation

- 1) recovered by any claimant against the Insured
- 2) incurred with the written consent of the Company

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

PROVIDED THAT the total amount payable by the Company in respect of claims which are the subject of indemnity under this Policy together with any costs and expenses of litigation arising from them shall not exceed the Limit of Liability specified in the Schedule.

JURISDICTION CLAUSE

The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Socialist Republic of Vietnam nor to orders obtained in the said Court for the enforcement of judgements made outside the Socialist Republic of Vietnam whether by way of reciprocal agreements or otherwise.

LIMIT OF LIABILITY

The liability of the Company under this Policy for all sums payable

(a) to any claimant or any number of claimants in respect of or arising out of any one claim or in respect of or arising out of all claims of a series consequent on or attributable to one source or original cause shall not exceed the sum specified in the Schedule as the Limit of Liability "Any One Occurrence"

(b) in connection with all injury illness loss and damage occurring during any one Period of Insurance shall not exceed the sum specified in the Schedule as the Limit of Liability "Any One Period".

EXCEPTIONS

The indemnity expressed in this Policy shall not apply to liability:

- 1) assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- 2) in respect of
 - (a) 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
 - (b) any sums payable by the Insured under legislation relating to occupational injury or illness
- 3) in respect of loss of or damage to property
 - (a) belonging to the Insured
 - (b) in the charge or under the control of the Insured or any servant of the Insured
- 4) in respect of injury illness loss or damage
 - (a) caused by anything bought by the Insured on terms whereby the Common Law of statutory liability of the seller is qualified or limited
 - (b) caused by any Product, goods (or container)
 - (i) in the charge or under the control of the Insured
 - (ii) supplied by the Insured in connection with the Business carried on by the Insured at any premises elsewhere than within Vietnam.
- 5) incurred by the Insured as a result of :
 - (a) any defect in or the harmful nature of any Product intended to be provided or supplied and in fact provided or supplied if such Product is in accordance with the design plan drawing specification or formula intended to be used and used by the Insured
 - (b) any defect in the directions or advice intended to be given and given by the Insured concerning the use or storage of any Product.
- 6) in respect of injury illness loss or damage happening before the Retroactive Date specified in the Schedule.
- 7) in respect of loss of or damage to any Product if such loss or damage is attributable to any defect in or the harmful nature of unsuitability of such Product.
- 8) directly or indirectly occasioned by or through or in consequence of
 - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not)
 - (b) 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
 - (c) martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
 - (d) any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violenceor loot sack or pillage in connection with any of the forementioned occurrences.
- 9)
 - (a) directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission
 - (b) directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 10) for the cost of repair replacement or removal of any Product.

- 11) for any liquidated damages or damages awarded under any penalty clause or any punitive or exemplary damages.
- 12) arising from any commodity article or thing supplied by the Insured for incorporation in or the control or guidance of any vessel or craft made or intended to float on or in or travel through air or space.
- 13) in respect of Pollution and Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

For the purpose of this clause 'Pollution and Contamination' shall be deemed to mean

(i) all pollution and contamination of buildings or other structures or of water or land or the atmosphere;

and

(ii) all loss or damage or injury directly or indirectly caused by such pollution or contamination.

- 14) in respect of any breach of professional duty or service whether of omission or commission.
- 15) in respect of injury illness disease 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.
- 16) in respect of any injury illness or disease caused by or in connection with any clinical trials or tests undertaken by or on behalf of the Insured.
- 17) in respect of any claim caused by any Product exported by or on behalf of the Insured to the United States of America, Canada or their dependencies unless this Exception is expressly overridden in the Schedule.

CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or 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. Notice of any claim for indemnity under this Policy shall be given by the Insured to the Company as soon as possible in writing with full details and as far as practicable no Product involved in such claims shall be altered repaired or destroyed until the Company shall have had an opportunity of inspecting such Product. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.
2. The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any occurrence or claim to which this Policy applies and the Company 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 benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. The Company may in the case of any claim or number of claims in respect of or arising out of any one occurrences or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause pay to the Insured the maximum sum payable as compensation under this Policy in respect thereof (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims can be settled and the Company shall thereafter be under no further liability in respect thereof except for the payment of costs and expenses of litigation under clause (b) on the first page of this Policy incurred prior to the date of payment of such maximum sum or such lesser sum.
4. If the premium for this Policy has been calculated on any estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Indemnity furnish to the Company such particulars and information as the Company 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.
5. If at any time of any occurrence or claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Company shall not be liable under this Policy to indemnify the Insured in respect of such occurrence or claim except so far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.

6. If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven days give notice in writing to the Company and shall pay such additional premium as the Company may require.
7. This Policy may be cancelled at any time by thirty days' notice by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro rata portion of the premium for the unexpired part of the Period of Indemnity.
8. The Insured shall take all reasonable precautions to prevent the supply of 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 bye-laws and directions made by statutory or local authority are duly observed and complied with.
9. 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 cannot agree upon a single Arbitrator to the 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 so to do by either of the parties or in case the Arbitrators do not agree of an 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 the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claims shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. The due observance and fulfilment of the Terms Provisions Conditions and Endorsement of this Policy by the Insured insofar as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

TE1 DATE RECOGNITION EXCEPTION

There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- (b) media or systems used in connection with any of the foregoing

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

IMPORTANT- The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.

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