

LAW
CIVIL

Based on the Constitution of the Socialist Republic of Vietnam;

The National Assembly enacts the Civil Code.

PART ONE. GENERAL PROVISIONS

Chapter I. GENERAL PROVISIONS

Article 1. Scope of Application

This Code regulates the legal status and legal standards for the conduct of individuals and legal entities; the rights and obligations regarding the personal and property interests of individuals and legal entities in relationships formed on the basis of equality, free will, financial independence, and self-responsibility (hereinafter collectively referred to as civil relationships).

Article 2. Recognition, Respect, Protection, and Guarantee of Civil Rights

1. In the Socialist Republic of Vietnam, civil rights are recognized, respected, protected, and guaranteed in accordance with the Constitution and the law.

2. Civil rights may only be restricted by law in necessary cases for reasons of national defense, national security, public order, public safety, social morality, or public health.

Article 3. Basic principles of civil law

1. All individuals and legal entities are equal and shall not be discriminated against on any grounds; they shall be equally protected by law in terms of their personal and property rights.

2. Individuals and legal entities establish, exercise, and terminate their civil rights and obligations on the basis of free and voluntary commitments and agreements. All commitments and agreements that do not violate the prohibitions of the law and do not contravene social morality are effective for the parties and must be respected by other entities.

3. Individuals and legal entities must establish, exercise, and terminate their civil rights and obligations in good faith and with integrity.

4. The establishment, exercise, and termination of civil rights and obligations shall not infringe upon the interests of the nation, the people, the public interest, or the lawful rights and interests of others.

5. Individuals and legal entities must be held responsible for failing to perform or improperly performing their civil obligations.

Article 4. Application of the Civil Code

1. This Code is the general law governing civil relations.

2. Other relevant laws governing civil relations in specific fields shall not conflict with the fundamental principles of civil law stipulated in Article 3 of this Code.

3. In cases where other relevant laws do not provide for a matter or provide for a matter in violation of paragraph 2 of this Article, the provisions of this Code shall apply.

4. In cases where there is a discrepancy between the provisions of this Code and an international treaty to which the Socialist Republic of Vietnam is a party on the same matter, the provisions of the international treaty shall apply.

Article 5. Application of Custom

1. Custom is a rule of conduct with clear content to determine the rights and obligations of individuals and legal entities in specific civil relations, which is formed and repeated many times over a long period of time, recognized and widely applied in a region, ethnic group, community, or in a civil field.

2. Where the parties have not agreed and the law does not provide otherwise, custom may be applied, but such custom shall not conflict with the fundamental principles of civil law as provided for in Article 3 of this Code.

Article 6. Analogous Application of Law

1. In cases where a relationship arises within the scope of civil law regulation, and the parties have no agreement, the law has no provisions, and no custom is applicable, the provisions of the law regulating similar civil relationships shall apply.

2. Where it is not possible to apply analogous law as provided for in paragraph 1 of this Article, the fundamental principles of civil law as stipulated in Article 3 of this Code, judicial precedents, and principles of equity shall apply.

Article 7. State Policy on Civil Relations

1. The establishment, exercise, and termination of civil rights and obligations must ensure the preservation of national identity, respect and promotion of customs, traditions, solidarity, mutual support, each person for the community, the community for each person, and the noble moral values of the ethnic groups living in Vietnam.

2. In civil relations, mediation between the parties in accordance with the provisions of the law is encouraged.

Chapter II. ESTABLISHMENT, EXERCISE, AND PROTECTION OF CIVIL RIGHTS

Article 8. Basis for Establishing Civil Rights

Civil rights are established based on the following grounds:

1. Contracts;
2. Unilateral legal acts;
3. Decisions of the Court or other competent authorities as prescribed by law;
4. The results of labor, production, business; the results of activities creating intellectual property objects;
5. Possession of property;
6. Use of property, or deriving benefits from property without legal basis;
7. Suffering damage due to unlawful acts;
8. Performing work without authorization;
9. Other grounds as prescribed by law.

Article 9. Exercise of civil rights

1. Individuals and legal entities exercise civil rights according to their own will, provided that such exercise does not violate the provisions of Articles 3 and 10 of this Code.

2. The failure of individuals or legal entities to exercise their civil rights shall not constitute grounds for the termination of such rights, unless otherwise provided by law.

Article 10. Limitations on the exercise of civil rights

1. Individuals and legal entities shall not abuse their civil rights to cause harm to others, to violate their obligations, or to achieve other unlawful purposes.

2. Where individuals or legal entities fail to comply with the provisions of paragraph 1 of this Article, the Court or other competent authority may, based on the nature and consequences of the violation, refuse to protect part or all of their rights, order compensation for damages caused, and apply other sanctions prescribed by law.

Article 11. Methods of protecting civil rights

When the civil rights of an individual or legal entity are infringed upon, the affected party has the right to self-defense in accordance with this Code, other relevant laws, or to request the competent authority or organization to:

1. Recognize, respect, protect, and ensure their civil rights;
2. To compel the cessation of the infringing act;
3. Compel an apology and public correction;
4. Compel performance of obligations;
5. Compel compensation for damages;
6. Annulment of unlawful individual decisions made by agencies, organizations, or persons with authority;
7. Other requests as prescribed by law.

Article 12. Self-defense of civil rights

Self-defense of civil rights must be commensurate with the nature and extent of the infringement of such civil rights and must not violate the fundamental principles of civil law as stipulated in Article 3 of this Code.

Article 13. Compensation for damages

Individuals and legal entities whose civil rights have been infringed are entitled to full compensation for damages, except where the parties have agreed otherwise or the law provides otherwise.

Article 14. Protection of civil rights through competent authorities

1. Courts and other competent authorities shall respect and protect the civil rights of individuals and legal entities.

In cases where civil rights are violated or disputed, the protection of rights shall be carried out in accordance with the law of procedure in court or arbitration.

The protection of civil rights through administrative procedures shall be carried out in cases where the law so provides. Decisions resolving cases through administrative procedures may be reviewed by the court.

2. The court shall not refuse to resolve civil cases on the grounds that there is no applicable law; in this case, the provisions of Articles 5 and 6 of this Code shall apply.

Article 15. Annulment of unlawful individual decisions of agencies, organizations, or persons with authority

When resolving requests for the protection of civil rights, the Court or other competent authority has the right to annul unlawful individual decisions of agencies, organizations, or persons with authority.

Where an individual decision is annulled, the civil rights that have been infringed shall be restored and may be protected by the means specified in Article 11 of this Code.

CHAPTER III. INDIVIDUALS

Section 1. CIVIL LEGAL CAPACITY AND CIVIL BEHAVIORAL CAPACITY OF INDIVIDUALS

Article 16. Civil legal capacity of individuals

1. The civil legal capacity of an individual is the ability of an individual to have civil rights and civil obligations.

2. All individuals have equal civil legal capacity.
3. The civil legal capacity of an individual exists from the moment of birth and ceases upon death.

Article 17. Content of the legal capacity of individuals

1. Personal rights not tied to property and personal rights tied to property.
2. Property rights, inheritance rights, and other rights related to property.
3. The right to participate in civil relationships and the obligations arising from such relationships.

Article 18. No restriction on the civil legal capacity of an individual

The civil legal capacity of an individual is not restricted, except as otherwise provided by this Code or other relevant laws.

Article 19. Civil behavioral capacity of individuals

The capacity for civil conduct of an individual is the ability of an individual to establish and exercise civil rights and obligations through their own actions.

Article 20. Adults

1. An adult is a person who is at least eighteen years of age.
2. An adult has full civil capacity, except as provided for in Articles 22, 23, and 24 of this Code.

Article 21. Minors

1. **A minor is a person under the age of eighteen.**
2. Civil transactions involving persons under the age of six shall be established and carried out by their legal representatives.
3. Persons aged six to under fifteen years old must obtain the consent of their legal representative when establishing or performing civil transactions, except for civil transactions serving daily living needs appropriate to their age.
4. Persons aged fifteen to under eighteen may establish and perform civil transactions on their own, except for civil transactions related to real estate, movable property requiring registration, and other civil transactions as prescribed by law, which must be approved by their legal representative.

Article 22. Loss of civil capacity

1. When a person, due to mental illness or other illness, is unable to understand or control their actions, upon the request of a person with relevant rights and interests or of a relevant agency or organization, the Court shall issue a decision declaring that person to be incapacitated on the basis of a forensic psychiatric evaluation.

When there are no longer grounds for declaring a person legally incompetent, upon the request of that person, a person with relevant rights or interests, or a relevant agency or organization, the court shall issue a decision to revoke the decision declaring the person legally incompetent.

2. Civil transactions of persons lacking legal capacity must be established and carried out by their legal representatives.

Article 23. Persons with difficulties in cognition and control of behavior

1. Adults who, due to physical or mental conditions, lack the capacity to understand and control their actions but have not reached the level of incapacity for civil acts shall, upon the request of the person concerned, persons with related rights and interests, or relevant agencies or organizations, and based on the conclusion of a forensic psychiatric examination, the court shall issue a decision declaring that person to have difficulties in understanding and controlling their behavior and appoint a guardian, determining the rights and obligations of the guardian.

2. When there are no longer grounds for declaring a person to have difficulties in cognition and behavior control, upon the request of that person or of a person with relevant rights and interests or of a relevant agency or organization, the court shall issue a decision to revoke the decision declaring the person to have difficulties in cognition and behavior control.

Article 24. Restriction of civil capacity

1. A person addicted to drugs or other stimulants leading to the dissipation of family property may, at the request of a person with relevant rights and interests or a relevant agency or organization, be declared by the Court to be a person with limited capacity for civil conduct.

The court shall decide on the legal representative of the person with limited capacity for civil conduct and the scope of representation.

2. The establishment and execution of civil transactions related to the property of a person declared by the Court to have limited civil capacity must have the consent of the legal representative, except for transactions intended to serve daily living needs or where the relevant law provides otherwise.

3. When there are no longer grounds for declaring a person to have limited civil capacity, upon the request of that person, a person with relevant rights or interests, or a relevant agency or organization, the court shall issue a decision to revoke the decision declaring limited civil capacity.

Section 2. PERSONAL RIGHTS

Article 25. Personal Rights

1. Personal rights as defined in this Code are civil rights attached to each individual and cannot be transferred to another person, except as otherwise provided by other relevant laws.

2. The establishment and exercise of civil relations relating to the personal rights of minors, persons lacking legal capacity, or persons with difficulties in understanding or controlling their behavior must be approved by the legal representative of such persons in accordance with the provisions of this Code, other relevant laws, or a court decision.

The establishment and implementation of civil relations related to the personal rights of persons declared missing or deceased must be agreed to by the spouse or adult children of such persons; in the absence of such persons, the consent of the parents of the person declared missing or deceased must be obtained, unless otherwise provided for in this Code or other relevant laws.

Article 26. Right to a surname and given name

1. Individuals have the right to a surname and given name (including a middle name, if any). A person's surname and given name are determined based on their birth surname and given name.

2. An individual's surname is determined to be the surname of the biological father or the surname of the biological mother as agreed by the parents; if there is no agreement, the child's surname is determined according to custom. If the biological father cannot be determined, the child's surname is determined according to the surname of the biological mother.

In cases where an abandoned child whose biological father or mother cannot be identified is adopted, the child's surname is determined according to the surname of the adoptive father or adoptive mother as agreed upon by the adoptive parents. If there is only an adoptive father or adoptive mother, the child's surname is determined according to that person's surname.

In cases where an abandoned child has not been identified as having a biological father or mother and has not been adopted, the child's surname shall be determined based on the proposal of the head of the child care facility or based on the proposal of the person requesting the child's birth registration, if the child is being temporarily cared for by that person.

The biological father and mother as defined in this Code are the father and mother determined based on the event of birth; the person who carried the pregnancy and the person born from the surrogacy in accordance with the provisions of the Law on Marriage and Family.

3. Naming is restricted in cases where it infringes upon the legitimate rights and interests of others or violates the basic principles of civil law as stipulated in Article 3 of this Code.

The name of a Vietnamese citizen must be in Vietnamese or another ethnic language of Vietnam; names cannot be numbers or single characters that are not letters.

4. Individuals establish and exercise their civil rights and obligations under their own surname and given name.

5. The use of aliases or pen names shall not cause harm to the rights or legitimate interests of others.

Article 27. Right to Change Surname

1. Individuals have the right to request the competent state agency to recognize a change of surname in the following cases:

a) Changing the surname of a biological child from the father's surname to the mother's surname or vice versa;

b) Changing the surname of an adopted child from the surname of the biological father or mother to the surname of the adoptive father or adoptive mother at the request of the adoptive father or adoptive mother;

c) When an adopted child ceases to be an adopted child and that person or the biological father or mother requests that the child's surname be changed back to that of the biological father or mother;

d) Changing the surname of a child at the request of the biological father, biological mother, or the child when determining the child's father or mother;

e) Changing the surname of a person who has been separated from their family and has found their biological origins;

e) Changing the surname to that of the wife or husband in a marriage and family relationship involving foreign elements to comply with the laws of the country of which the foreign spouse is a citizen, or restoring the surname prior to the change;

g) Changing the surname of a child when the father or mother changes their surname;

h) Other cases as prescribed by the law on civil status.

2. The change of surname for persons aged nine years or older must have the consent of that person.

3. Changing an individual's surname does not alter or terminate civil rights and obligations established under the previous surname.

Article 28. Right to change name

1. An individual has the right to request the competent state authority to recognize a name change in the following cases:

a) At the request of the person whose name causes confusion, affects family relationships, or affects the honor, rights, and legitimate interests of that person;

b) At the request of the adoptive father or adoptive mother to change the name of the adopted child, or when the adopted child ceases to be an adopted child and that person or the biological father or biological mother requests to restore the name given by the biological father or biological mother;

c) At the request of the biological father, biological mother, or the child when determining the father or mother of the child;

d) Change the name of a lost person who has found their biological origins;

e) Change the name of a spouse in a marriage and family relationship involving foreign elements to comply with the laws of the country of which the foreign spouse is a citizen or to restore the name prior to the change;

e) Changing the name of a person who has reassigned their gender or undergone gender reassignment;

g) Other cases as prescribed by the law on civil status.

2. The change of name for persons aged nine years or older must have the consent of that person.

3. Changing an individual's name does not alter or terminate civil rights and obligations established under the old name.

Article 29. Right to determine or re-determine ethnicity

1. Individuals have the right to determine or re-determine their ethnicity.

2. An individual is determined to belong to the ethnic group of their biological father or biological mother at birth. If the biological father and mother belong to two different ethnicities, the ethnicity of the child shall be determined according to the ethnicity of the biological father or mother as agreed by the biological father and mother; if there is no agreement, the ethnicity of the child shall be determined according to custom; if customs differ, the ethnicity of the child shall be determined according to the customs of the ethnic group with fewer members.

In cases where an abandoned child whose biological father or mother cannot be identified is adopted, the child's ethnicity is determined according to the ethnicity of the adoptive father or mother based on the agreement of the adoptive parents. If there is only an adoptive father or mother, the child's ethnicity is determined according to the ethnicity of that person.

In cases where an abandoned child whose biological father or mother cannot be identified has not been adopted, the child's ethnicity shall be determined based on the recommendation of the head of the child care facility or based on the recommendation of the person temporarily caring for the child at the time of the child's birth registration.

3. Individuals have the right to request the competent state agency to re-determine their ethnicity in the following cases:

a) Redetermination based on the ethnicity of the biological father or mother in cases where the biological father and mother belong to two different ethnic groups;

b) Re-determination based on the ethnicity of the biological father or mother in cases where the adopted child has identified their biological father or mother.

4. The re-determination of ethnicity for persons aged fifteen to under eighteen must be with their consent.

5. It is prohibited to exploit the re-determination of ethnicity for the purpose of personal gain or to cause division or harm to the unity of the ethnic groups of Vietnam.

Article 30. The right to birth registration and death registration

1. Individuals have the right to birth registration from the moment of birth.

2. A deceased individual must be registered for death.

3. A child born and living for twenty-four hours or more before death must be registered for birth and death; if born and living for less than twenty-four hours, registration for birth and death is not required, except when requested by the biological father or mother.

4. Birth and death registration is governed by the law on civil registration.

Article 31. Right to Nationality

1. Individuals have the right to nationality.

2. The determination, change, acquisition, renunciation, and reacquisition of Vietnamese nationality are governed by the Law on Vietnamese Nationality.

3. The rights of stateless persons residing and living on Vietnamese territory are guaranteed by law.

Article 32. Rights of Individuals Regarding Their Image

1. Individuals have the right to their own image.

The use of an individual's image must be consented to by that individual.

The use of another person's image for commercial purposes must be compensated to the person whose image is used, unless the parties have agreed otherwise.

2. The use of images in the following cases does not require the consent of the person whose image is used or their legal representative:

a) Images used for the benefit of the nation, the people, or the public interest;

b) Images used from public activities, including conferences, seminars, sports competitions, artistic performances, and other public activities that do not harm the honor, dignity, or reputation of the person in the image.

3. The use of images that violates the provisions of this Article entitles the person in the image to request the Court to issue a decision compelling the violator, agency, organization, or individual concerned to recall, destroy, or cease the use of the image, compensate for damages, and apply other measures in accordance with the law.

Article 33. The right to life, the right to safety of life, health, and body

1. Individuals have the right to life, the inviolability of life and physical integrity, and the right to legal protection of health. No one shall be deprived of life unlawfully.

2. Upon discovering a person who has suffered an accident or illness that threatens their life, the discoverer shall have the responsibility or request another individual, agency, or organization with the necessary conditions to immediately transport the person to the nearest medical examination and treatment facility; the medical examination and treatment facility shall have the responsibility to perform medical examination and treatment in accordance with the provisions of the law on medical examination and treatment.

3. Anesthesia, surgery, amputation, tissue or organ transplantation; the implementation of new medical examination or treatment techniques or methods on the human body; medical, pharmaceutical, scientific, or any other form of experimentation on the human body must be consented to by the person and must be carried out by an authorized organization.

In cases where the test subject is a minor, a person with impaired legal capacity, a person with difficulties in cognition or behavior control, or an unconscious patient, consent must be obtained from the person's parents, spouse, adult children, or guardian. In cases where there is a risk to the patient's life and it is not possible to wait for the consent of the persons mentioned above, a decision must be made by the competent person at the medical examination and treatment facility.

4. An autopsy shall be performed in any of the following cases:

a) The person has given consent prior to death;

b) There is consent from the person's father, mother, spouse, adult child, or guardian if there is no prior consent from the person;

c) By decision of the head of the medical examination and treatment facility or the competent state agency in cases prescribed by law.

Article 34. Right to protection of honor, dignity, and reputation

1. The honor, dignity, and reputation of an individual are inviolable and protected by law.

2. Individuals have the right to request the court to reject information that adversely affects their honor, dignity, and reputation.

The protection of honor, dignity, and reputation may be exercised after the death of the individual at the request of the spouse or adult children; in the absence of such persons, at the request of the parents of the deceased, unless otherwise provided by relevant laws.

3. Information adversely affecting an individual's honor, dignity, or reputation that is published in any mass media must be removed and corrected by that same mass media. If this information is stored by an agency, organization, or individual, it must be destroyed.

4. If the person who disseminated the information adversely affecting the honor, dignity, or reputation cannot be identified, the person affected by the information has the right to request the court to declare that the information is incorrect.

5. Individuals whose honor, dignity, or reputation have been adversely affected by information have the right to request that the information be refuted, as well as the right to request that the person who disseminated the information apologize, publicly correct the information, and compensate for damages.

Article 35. The right to donate and receive human organs and body parts and to donate and remove corpses

1. Individuals have the right to donate their organs or body parts while alive or to donate their organs, body parts, or bodies after death for the purpose of treating others or for medical, pharmaceutical, and other scientific research.

2. Individuals have the right to receive tissues or body parts from others for their own medical treatment. Medical examination and treatment facilities and legal entities with authority in scientific research have the right to receive human body parts and obtain bodies for medical treatment, medical and pharmaceutical testing, and other scientific research.

3. The donation and removal of human tissues and body parts, as well as the donation and removal of bodies, must comply with the conditions and be carried out in accordance with the provisions of this Code, the Law on the Donation, Removal, and Transplantation of Human Tissues and Body Parts and the Donation and Removal of Bodies, and other relevant laws.

Article 36. Right to Reassign Gender

1. An individual has the right to change their gender.

The reassignment of a person's gender is performed in cases where the person's gender is congenitally defective or not accurately defined, requiring medical intervention to clearly determine the gender.

2. Gender reassignment shall be carried out in accordance with the provisions of the law.

3. Individuals who have undergone gender reassignment have the right and obligation to register the change in their civil status in accordance with the provisions of the law on civil status; they have the personal rights corresponding to their reassigned gender in accordance with the provisions of this Code and other relevant laws.

Article 37. Gender reassignment

Gender reassignment shall be carried out in accordance with the law. Individuals who have undergone gender reassignment shall have the right and obligation to register changes to their civil status in accordance with the provisions of the law on civil status; they shall have personal rights consistent with their reassigned gender in accordance with the provisions of this Code and other relevant laws.

Article 38. Rights to Private Life, Personal Secrets, and Family Secrets

1. Private life, personal privacy, and family privacy are inviolable and protected by law.

2. The collection, storage, use, and disclosure of information related to private life and personal secrets must be consented to by the individual concerned; the collection, storage, use, and disclosure of information related to family secrets must be consented to by the family members concerned, unless otherwise provided by law.

3. Personal correspondence, telephone calls, telegrams, electronic databases, and other forms of private information exchange shall be guaranteed to be secure and confidential.

The opening, monitoring, or seizure of another person's correspondence, telephone calls, telegrams, electronic databases, and other forms of private information exchange may only be carried out in cases prescribed by law.

4. The parties to a contract shall not disclose information about each other's private life, personal secrets, or family secrets that they have learned in the course of establishing or performing the contract, unless otherwise agreed.

Article 39. Personal rights in marriage and family

1. Individuals have the right to marry, divorce, equal rights between spouses, the right to determine their father, mother, and children, the right to be adopted, the right to adopt children, and other personal rights in marital relationships, parent-child relationships, and relationships between family members.

Children born regardless of the marital status of their parents have the same rights and obligations toward their parents.

2. Individuals exercise their personal rights in marriage and family in accordance with the provisions of this Code, the Marriage and Family Law, and other relevant laws.

Section 3. PLACE OF RESIDENCE

Article 40. Place of Residence of an Individual

1. The place of residence of an individual is where that person habitually resides.
2. If the place of residence of an individual cannot be determined in accordance with paragraph 1 of this Article, the place of residence of the individual is the place where the individual is currently residing.
3. If one party in a civil relationship changes their place of residence in connection with the exercise of rights or performance of obligations, they must notify the other party of their new place of residence.

Article 41. Place of residence of a minor

1. The residence of a minor is the residence of the father or mother; if the father and mother have different residences, the residence of the minor is the residence of the father or mother with whom the minor usually lives.
2. A minor may have a place of residence different from that of their parents if the parents consent or if the law so provides.

Article 42. Place of residence of a ward

1. The residence of a ward is the residence of the guardian.
2. A ward may have a place of residence different from that of the guardian if the guardian consents or if the law so provides.

Article 43. Place of residence of spouses

1. The residence of the wife and husband is the place where the wife and husband habitually live together.
2. The husband and wife may have different places of residence if they have an agreement.

Article 44. Place of residence of military personnel

1. The place of residence of a military personnel performing military service is the location where their unit is stationed.
2. The place of residence of military officers, professional military personnel, defense workers, and defense officials is the location where their unit is stationed, except in cases where they have a place of residence as specified in Clause 1 of Article 40 of this Code.

Article 45. Place of residence of itinerant workers

The place of residence of persons engaged in mobile occupations on ships, boats, or other mobile means of transportation is the place where such ships, boats, or means of transportation are registered, except in cases where they have a place of residence as specified in Clause 1, Article 40 of this Code.

Section 4. GUARDIANSHIP

Article 46. Guardianship

1. Guardianship is the act of an individual or legal entity prescribed by law, appointed by the People's Committee at the commune level, designated by the Court, or prescribed in Clause 2 of Article 48 of this Code (hereinafter collectively referred to as the guardian) to perform the duties of caring for and protecting the legitimate rights and interests of minors, persons lacking civil capacity, and persons with difficulties in understanding or controlling their behavior (hereinafter collectively referred to as the ward).
2. In cases of guardianship for persons with difficulties in cognition or controlling their behavior, the consent of such persons must be obtained if they have the capacity to express their will at the time of the request.
3. Guardianship must be registered with the competent state agency in accordance with the provisions of the law on civil status.

A natural guardian who does not register the guardianship must still perform the duties of a guardian.

Article 47. Persons under guardianship

1. Persons under guardianship include:

a) Minors who have lost both parents or whose parents cannot be identified;

b) Minors who have parents but whose parents are both legally incompetent; whose parents both have difficulties in understanding or controlling their behavior; whose parents both have limited legal capacity; whose parents have both been declared by the Court to have limited rights over their children; whose parents both lack the conditions to care for and educate their children and have requested a guardian;

c) Persons who lack legal capacity;

d) Persons with difficulties in cognition or controlling their behavior.

2. A person may only have one guardian, except in cases where both parents jointly serve as guardians for their child or grandparents jointly serve as guardians for their grandchild.

Article 48. Guardian

1. Individuals or legal entities meeting the conditions specified in this Code may serve as guardians.

2. In cases where a person with full legal capacity chooses a guardian for themselves, when they are in a situation requiring guardianship, the individual or legal entity chosen as guardian shall serve as such if they agree. The selection of a guardian must be documented in a notarized or certified written instrument.

3. An individual or legal entity may serve as a guardian for multiple persons.

Article 49. Conditions for an individual to serve as a guardian

An individual who meets the following conditions may serve as a guardian:

1. Possess full legal capacity;

2. Have good moral character and the necessary conditions to exercise the rights and fulfill the obligations of a guardian;

3. Not be a person who is being prosecuted for a criminal offense or a person who has been convicted but has not had their criminal record expunged for any of the following intentional crimes: infringement of the life, health, honor, dignity, or property of another person;

4. Not be a person declared by the Court to have restricted rights over a minor child.

Article 50. Conditions for a legal entity to be a guardian

A legal entity meeting the following conditions may serve as a guardian:

1. Possess the legal capacity required for guardianship;

2. Possess the necessary conditions to exercise the rights and fulfill the obligations of a guardian.

Article 51. Supervision of guardianship

1. The relatives of the ward shall agree to appoint a guardian supervisor from among the relatives or select another individual or legal entity to serve as the guardian supervisor.

The appointment or selection of a guardian supervisor must be agreed to by that person.

In cases where supervision of guardianship relates to the management of the ward's property, the supervisor must register with the People's Committee at the commune level where the ward resides.

Relatives of the ward are the ward's spouse, father, mother, or children; if none of these persons exist, the ward's relatives are the ward's grandfather, grandmother, older brother, older sister, or younger brother or sister; if there are none of these persons, the relatives of the ward are the ward's paternal or maternal uncles, aunts, or cousins.

2. In cases where there are no relatives of the ward or where the relatives cannot appoint or select a guardian supervisor as prescribed in Clause 1 of this Article, the People's Committee at the commune level where the guardian resides shall appoint an individual or legal entity to supervise the guardianship. In cases of dispute over the appointment or selection of the guardian supervisor, the Court shall decide.

3. The guardian supervisor must be a person with full civil capacity if an individual, or have legal capacity appropriate for supervision if a legal entity; and must have the necessary conditions to carry out supervision.

4. The guardian supervisor shall have the following rights and obligations:

a) Monitor and inspect the guardian in the performance of guardianship duties;

b) Review and provide timely written opinions on the establishment and execution of civil transactions as stipulated in Article 59 of this Code;

c) Request the competent state authority on guardianship to consider changing or terminating the guardianship and supervision of the guardianship.

Article 52. Natural guardians of minors

The natural guardian of a minor specified in points a and b of paragraph 1 of Article 47 of this Code shall be determined in the following order:

1. The eldest brother or eldest sister shall be the guardian; if the eldest brother or eldest sister does not meet the conditions to be a guardian, the next brother or sister shall be the guardian, unless there is an agreement that another brother or sister shall be the guardian;

2. If there is no guardian as specified in paragraph 1 of this Article, the paternal grandfather, paternal grandmother, maternal grandfather, or maternal grandmother shall be the guardian, or these persons shall agree to appoint one or more of them as guardian;

3. If there is no guardian as specified in paragraphs 1 and 2 of this Article, the paternal uncle, paternal aunt, maternal uncle, maternal aunt, or paternal grandmother shall be the guardian.

Article 53. Natural guardian of a person who is legally incompetent

In cases where there is no guardian as prescribed in Clause 2 of Article 48 of this Code, the natural guardian of a person who is legally incompetent shall be determined as follows:

1. If the wife is a person lacking legal capacity, the husband shall be the guardian; if the husband is a person lacking legal capacity, the wife shall be the guardian;

2. If both parents are incapacitated or one parent is incapacitated and the other parent is not eligible to be a guardian, the eldest child shall be the guardian; if the eldest child is not eligible to be a guardian, the next eligible child shall be the guardian;

3. In cases where an adult who is legally incompetent does not have a spouse, children, or if they do but their spouse and children are not qualified to be guardians, the father or mother shall be the guardian.

Article 54. Appointment and designation of guardians

1. In cases where a minor or a person who has lost their capacity for civil acts does not have a natural guardian as prescribed in Articles 52 and 53 of this Code, the People's Committee at the commune level where the person under guardianship resides shall be responsible for appointing a guardian.

In cases of disputes between guardians specified in Articles 52 and 53 of this Code regarding guardianship or disputes over the appointment of a guardian, the Court shall appoint a guardian.

In cases where a guardian is appointed or designated for a minor who is six years of age or older, the wishes of that person must be taken into consideration.

2. The appointment of a guardian must be with the consent of the person appointed as guardian.

3. The appointment of a guardian must be made in writing, specifying the reasons for the appointment, the specific rights and obligations of the guardian, and the financial status of the ward.

4. Except as provided for in Clause 2, Article 48 of this Code, the guardian of a person with difficulties in cognition or controlling their behavior shall be appointed by the Court from among the guardians specified in Article 53 of this Code. If there is no guardian as specified above, the Court shall appoint a guardian or propose a legal entity to perform guardianship.

Article 55. Obligations of the guardian toward the ward under the age of fifteen

1. Care for and educate the ward.
2. Represent the ward in civil transactions, except where the law provides that a person under fifteen years of age may independently establish or perform civil transactions.
3. Manage the property of the ward.
4. Protect the lawful rights and interests of the ward.

Article 56. Obligations of the guardian towards a ward who is at least fifteen years old but under eighteen years old

1. Represent the ward in civil transactions, except in cases where the law stipulates that persons aged fifteen to under eighteen may independently establish and perform civil transactions.
2. Manage the property of the ward, except where the law provides otherwise.
3. Protect the lawful rights and interests of the ward.

Article 57. Obligations of the guardian toward the ward who is incapacitated or has difficulties in understanding or controlling their actions

1. The guardian of a person who lacks legal capacity has the following obligations:
 - a) To care for and ensure medical treatment for the ward;
 - b) Represent the ward in civil transactions;
 - c) Manage the property of the ward;
 - d) Protect the legal rights and interests of the ward.
2. The guardian of a person with difficulties in cognition and behavior control shall have the obligations specified in paragraph 1 of this Article as determined by the Court.

Article 58. Rights of the guardian

1. The guardian of a minor or a person who lacks legal capacity has the following rights:
 - a) Use the property of the ward to provide care and meet the essential needs of the ward;
 - b) To be reimbursed for reasonable expenses incurred in managing the property of the ward;
 - c) Represent the ward in establishing and performing civil transactions and exercising other rights as prescribed by law to protect the ward's legitimate rights and interests.
2. The guardian of a person with difficulties in cognition or controlling their behavior shall have the rights specified in paragraph 1 of this Article as determined by the Court.

Article 59. Management of the ward's property

1. The guardian of a minor or a person who lacks civil capacity shall be responsible for managing the property of the ward as if it were his/her own property; he/she may perform civil transactions related to the property of the ward for the benefit of the ward.

The sale, exchange, lease, loan, pledge, mortgage, deposit, and other civil transactions involving the ward's property of significant value must be approved by the guardian supervisor.

The guardian shall not give the ward's property to others. Civil transactions between the guardian and the ward relating to the ward's property shall be invalid, except where the transaction is carried out for the benefit of the ward and with the consent of the guardian supervisor.

2. The guardian of a person with difficulties in cognition or controlling their behavior shall manage the property of the ward in accordance with the court's decision within the scope specified in paragraph 1 of this Article.

Article 60. Change of Guardian

1. The guardian may be changed in the following cases:

- a) The guardian no longer meets the conditions specified in Articles 49 and 50 of this Code;
- b) The guardian is an individual who has died or been declared by the court to have limited capacity for civil acts, has difficulties in cognition or controlling their behavior, has lost capacity for civil acts, or is missing; or the legal entity serving as guardian has ceased to exist;
- c) The guardian has seriously violated their guardianship duties;
- d) The guardian requests to be replaced and another person agrees to serve as guardian.

2. In cases of automatic change of guardian, the persons specified in Articles 52 and 53 of this Code shall be the automatic guardians; if there are no automatic guardians, the appointment or designation of a guardian shall be carried out in accordance with the provisions of Article 54 of this Code.

3. The procedure for changing the guardian shall be carried out in accordance with the provisions of the law on household registration.

Article 61. Transfer of Guardianship

1. When changing the guardian, within 15 days from the date the new guardian is appointed, the person who has been performing the guardianship must transfer the guardianship to the replacement.

2. The transfer of guardianship shall be documented in writing, clearly stating the reasons for the transfer and the status of the property and other relevant matters of the ward at the time of transfer. The agency that appoints or designates the guardian and the supervisor of the guardianship shall witness the transfer of guardianship.

3. In the case of a change of guardian as prescribed in Clause 1, Article 60 of this Code, the agency appointing or designating the guardian shall draw up a written record, clearly stating the status of the property and other related matters of the ward, as well as the rights and obligations arising in the course of performing guardianship duties, to be transferred to the new guardian in the presence of the guardian supervisor.

Article 62. Termination of Guardianship

1. Guardianship shall terminate in the following cases:

- a) The ward has attained full legal capacity;
- b) The ward has died;
- c) The parents of the ward, who are minors, have met the conditions to exercise their rights and obligations;
- d) The ward is adopted.

2. The procedure for terminating guardianship shall be carried out in accordance with the provisions of the law on civil status.

Article 63. Consequences of termination of guardianship

1. If the ward has full legal capacity, within 15 days from the date of termination of guardianship, the guardian shall settle assets with the ward and transfer the rights and obligations arising from civil transactions for the benefit of the ward to the ward.

2. In the event that the ward dies, within 3 months from the date of termination of guardianship, the guardian shall settle the assets with the heir or transfer the assets to the administrator of the ward's estate, and transfer the rights and obligations arising from civil transactions for the benefit of the ward to the ward's heir; if the heirs cannot be identified within that period, the guardian shall continue to manage the ward's assets until the assets are settled in accordance with the law on inheritance and notify the People's Committee of the commune where the ward resides.

3. In the case of termination of guardianship as specified in points c and d of Clause 1, Article 62 of this Code, within 15 days from the date of termination of guardianship, the guardian shall settle

the assets and transfer the rights and obligations arising from civil transactions for the benefit of the ward to the ward's parents.

4. The settlement of assets and transfer of rights and obligations specified in this Article shall be documented in writing under the supervision of the guardian supervisor.

Section 5. NOTICE OF SEARCH FOR ABSENT PERSONS AT THEIR PLACE OF RESIDENCE, DECLARATION OF MISSING PERSONS, DECLARATION OF DEATH

Article 64. Request for a notice of search for an absent person at their place of residence and management of their property

When a person has been missing for 06 consecutive months or more, persons with relevant rights and interests have the right to request the Court to announce the search for the absent person at their place of residence in accordance with the provisions of civil procedure law and may request the Court to apply measures to manage the property of the absent person at their place of residence as prescribed in Article 65 of this Code.

Article 65. Management of the property of an absent person at their place of residence

1. Upon the request of persons with rights or interests involved, the court shall entrust the property of the absent person at their place of residence to the following persons for management:

a) For property that has been authorized by the absent person for management, the authorized person shall continue to manage it;

b) For joint property, it shall be managed by the remaining joint owner;

c) For assets managed by the spouse, the spouse shall continue to manage them; if the spouse dies or loses civil capacity, has difficulties in cognition or control of behavior, or has limited civil capacity, the adult child or parent of the absent person shall manage the assets.

2. In the absence of persons specified in paragraph 1 of this Article, the Court shall appoint a person among the relatives of the absent person at the place of residence to manage the property; if there are no relatives, the Court shall appoint another person to manage the property.

Article 66. Obligations of the manager of the absent person's property at their place of residence

1. Safeguard and preserve the absent person's property as if it were their own.

2. Sell immediately any crops or other products at risk of spoilage.

3. Fulfill the absent person's obligations to provide support, pay debts due, and other financial obligations using that person's property in accordance with the court's decision.

4. Return the property to the absent person upon their return and notify the court; if any negligence in managing the property causes damage, compensation must be provided.

Article 67. Rights of the manager of the absent person's property at their place of residence

1. Manage the absent person's property.

2. Withhold a portion of the absent person's property to fulfill the absent person's maintenance obligations, obligations to pay debts due, and other financial obligations.

3. Be reimbursed for necessary expenses incurred in managing the absent person's property.

Article 68. Declaration of Absence

1. When a person has been missing for two consecutive years or more, despite the full application of notification and search measures in accordance with the provisions of civil procedure law, and there is still no reliable information about whether that person is alive or dead, the Court may, at the request of a person with relevant rights and interests, declare that person missing.

The two-year period shall be calculated from the date of the last known information about the person; if the date of the last known information cannot be determined, this period shall be calculated from the first day of the month following the month of the last known information; if the date and month of the last known information cannot be determined, this period shall be calculated from the first day of the year following the year of the last known information.

2. In cases where the spouse of a person declared missing requests a divorce, the Court shall grant the divorce in accordance with the provisions of the law on marriage and family.

3. The court's decision declaring a person missing must be sent to the People's Committee of the commune where the person declared missing last resided for annotation in accordance with the provisions of the law on civil status.

Article 69. Management of the property of a person declared missing

The person managing the property of the absent person at the place of residence specified in Article 65 of this Code shall continue to manage that person's property when that person is declared missing by the Court and shall have the rights and obligations specified in Articles 66 and 67 of this Code.

In cases where the court grants a divorce to the spouse of a person declared missing, the property of the missing person shall be entrusted to the management of the adult children or parents of the missing person; if there are no such persons, it shall be entrusted to the management of the relatives of the missing person; if there are no relatives, the court shall appoint another person to manage the property.

Article 70. Revocation of the declaration of absence

1. When the person declared missing returns or there is reliable information that the person is alive, upon the request of that person or of a person with relevant rights and interests, the court shall issue a decision to revoke the decision declaring that person missing.

2. The person declared missing who returns shall receive the property transferred by the property manager after the management costs have been paid.

3. If the spouse of the person declared missing has been divorced, even if the person declared missing returns or there is reliable information that the person is alive, the divorce decision shall remain legally effective.

4. The court's decision to revoke the declaration of a person as missing must be sent to the People's Committee of the commune where the person declared missing resided for annotation in accordance with the law on household registration.

Article 71. Declaration of death

1. Persons with relevant rights and interests may request the court to issue a decision declaring a person dead in the following cases:

a) After three years from the date the court's decision declaring the person missing takes legal effect, there is still no reliable information that the person is alive;

b) Missing in war for five years after the end of the war, with no reliable information confirming that the person is still alive;

c) In the case of an accident, disaster, or natural disaster, after two years from the date the accident, disaster, or natural disaster ended, there is still no reliable information that the person is alive, unless otherwise provided by law;

d) Missing for five consecutive years or more and no reliable information confirming that the person is still alive; this period shall be calculated in accordance with the provisions of Clause 1, Article 68 of this Code.

2. Based on the cases specified in paragraph 1 of this Article, the Court shall determine the date of death of the person declared dead.

3. The Court's decision declaring a person dead must be sent to the People's Committee of the commune where the person declared dead resided for recording in accordance with the provisions of the law on civil status.

Article 72. Personal and property relations of a person declared dead by the Court

1. When the court's decision declaring a person dead takes legal effect, the person's marital, family, and other personal relationships shall be resolved as if the person were dead.

2. The property relations of a person declared dead by the Court shall be resolved as if the person were deceased; the property of that person shall be resolved in accordance with the provisions of the law on inheritance.

Article 73. Revocation of a declaration of death

1. When a person declared dead returns or there is reliable information that the person is alive, upon the request of that person or of a person with relevant rights and interests, the court shall issue a decision to revoke the decision declaring that person dead.

2. The personal relationships of the person declared dead shall be restored when the court issues a decision to revoke the decision declaring that person dead, except in the following case:

a) If the spouse of the person declared dead has been granted a divorce by the court in accordance with the provisions of Clause 2, Article 68 of this Code, the divorce decision shall remain legally valid;

b) If the spouse of the person declared dead has married another person, that marriage remains legally valid.

3. A person declared dead who is still alive has the right to request that those who have received inheritance return the property and its current value.

If the heir of a person declared dead knows that the person is still alive but intentionally conceals this fact in order to receive the inheritance, that person must return all assets received, including profits and interest; if damage is caused, compensation must be paid.

4. Property relations between husband and wife shall be settled in accordance with the provisions of this Code and the Law on Marriage and Family.

5. The court's decision to revoke the declaration of death must be sent to the People's Committee of the commune where the person declared dead resided for annotation in accordance with the provisions of the law on household registration.

CHAPTER IV. LEGAL PERSONS

Article 74. Legal Entities

1. An organization is recognized as a legal entity when it meets the following conditions:

a) Established in accordance with the provisions of this Code and other relevant laws;

b) It has an organizational structure as prescribed in Article 83 of this Code;

c) Possesses assets independent of individuals or other legal entities and is liable for its obligations with its own assets;

d) Participates in legal relationships independently in its own name.

2. All individuals and legal entities have the right to establish legal entities, except where otherwise provided by law.

Article 75. Commercial legal entities

1. A commercial legal entity is a legal entity whose primary objective is to seek profit, with profits distributed among its members.

2. Commercial legal entities include enterprises and other economic organizations.

3. The establishment, operation, and termination of commercial legal entities shall be carried out in accordance with the provisions of this Code, the Enterprise Law, and other relevant legal regulations.

Article 76. Non-commercial legal entities

1. A non-commercial legal entity is a legal entity whose primary objective is not to seek profit; if profit is generated, it shall not be distributed to its members.

2. Non-commercial legal entities include state agencies, armed forces units, political organizations, political-social organizations, political-social-professional organizations, social organizations, social-professional organizations, social funds, charitable funds, social enterprises, and other non-commercial organizations.

3. The establishment, operation, and termination of non-commercial legal entities shall be carried out in accordance with the provisions of this Code, laws on the organization of state machinery, and other relevant legal regulations.

Article 77. Bylaws of legal entities

1. A legal entity must have bylaws where required by law.

2. The charter of a legal entity shall contain the following main contents:

- a) The name of the legal entity;
- b) The purpose and scope of activities of the legal entity;
- c) The principal office; branches, representative offices, if any;
- d) Authorized capital, if any;
- e) The legal representative of the legal entity;
- e) Organizational structure; procedures for election, appointment, removal, dismissal, duties, and powers of the executive body and other bodies;
- g) Conditions for becoming or ceasing to be a member of the legal entity, if it is a member-based legal entity;
- h) Rights and obligations of members, if the legal entity has members;
- i) Procedures for adopting decisions of the legal entity; principles for resolving internal disputes;
- k) Procedures for amending or supplementing the articles of association;
- l) Conditions for the merger, acquisition, division, separation, conversion of form, or dissolution of the legal entity.

Article 78. Name of the legal entity

1. A legal entity must have a name in Vietnamese.

2. The name of the legal entity must clearly indicate the type of organization of the legal entity and distinguish it from other legal entities in the same field of activity.

3. A legal entity must use its name in civil transactions.

4. The name of a legal entity is recognized and protected by law.

Article 79. Headquarters of a legal entity

1. The headquarters of a legal entity is the location where the entity's administrative body is situated.

In the event of a change in the headquarters, the legal entity must publicly announce it.

2. The contact address of a legal entity is the address of its headquarters. A legal entity may choose another location as its contact address.

Article 80. Nationality of a legal entity

A legal entity established under Vietnamese law is a Vietnamese legal entity.

Article 81. Assets of a legal entity

The assets of a legal entity include the capital contributions of the owners, founders, and members of the legal entity, as well as other assets over which the legal entity has established ownership rights in accordance with the provisions of this Code and other relevant laws.

Article 82. Establishment and Registration of Legal Entities

1. A legal entity is established at the initiative of an individual, a legal entity, or by decision of a competent state agency.

2. Registration of a legal entity includes registration of establishment, registration of changes, and other registrations as prescribed by law.

3. The registration of a legal entity must be publicly announced.

Article 83. Organizational Structure of Legal Entities

1. A legal entity must have a governing body. The organization, duties, and powers of the governing body of a legal entity are specified in the articles of association of the legal entity or in the decision establishing the legal entity.

2. A legal entity may have other bodies as decided by the legal entity or as prescribed by law.

Article 84. Branches and representative offices of legal entities

1. Branches and representative offices are subordinate units of a legal entity and are not legal entities themselves.

2. A branch is responsible for performing all or part of the functions of the legal entity.

3. Representative offices are responsible for representing the legal entity within the scope assigned by the legal entity and protecting the interests of the legal entity.

4. The establishment and termination of branches and representative offices of legal entities must be registered in accordance with the law and publicly announced.

5. The head of a branch or representative office shall perform duties as authorized by the legal entity within the scope and duration of the authorization.

6. The legal entity has civil rights and obligations arising from civil transactions established and performed by the branch or representative office.

Article 85. Representatives of legal entities

Representatives of a legal entity may be legal representatives or authorized representatives. Representatives of a legal entity must comply with the provisions on representation in Chapter IX of this Part.

Article 86. Civil legal capacity of legal entities

1. The civil legal capacity of a legal entity is the ability of the legal entity to have civil rights and obligations.

The civil legal capacity of a legal entity is not restricted, except as otherwise provided by this Code or other relevant laws.

2. The civil legal capacity of a legal entity arises from the time it is established or permitted to be established by a competent state agency; if the legal entity must register its activities, its civil legal capacity arises from the time it is entered in the register.

3. The civil legal capacity of a legal entity ceases from the time the legal entity ceases to exist.

Article 87. Civil liability of legal entities

1. A legal entity shall be liable for the exercise of civil rights and the performance of civil obligations established and carried out by its representative on behalf of the legal entity.

A legal entity shall be liable for civil obligations established and performed by its founders or representatives of its founders for the purpose of establishing and registering the legal entity, unless otherwise agreed or provided by law.

2. A legal entity shall bear civil liability with its own assets; it shall not be liable on behalf of its members for civil obligations established and performed by its members not on behalf of the legal entity, unless otherwise provided by law.

3. Persons of a legal entity shall not be liable for the civil obligations established and performed by the legal entity, unless otherwise provided by law.

Article 88. Merger of legal entities

1. Legal entities may merge into a new legal entity.

2. After the merger, the old legal entities cease to exist from the time the new legal entity is established; the civil rights and obligations of the old legal entities are transferred to the new legal entity.

Article 89. Acquisition of Legal Entities

1. A legal entity may be merged (hereinafter referred to as the merged legal entity) into another legal entity (hereinafter referred to as the merging legal entity).

2. After the merger, the merged legal entity ceases to exist; the civil rights and obligations of the merged legal entity are transferred to the merging legal entity.

Article 90. Division of a Legal Entity

1. A legal entity may be divided into multiple legal entities.

2. After the division, the divided legal entity ceases to exist; the civil rights and obligations of the divided legal entity are transferred to the new legal entities.

Article 91. Separation of Legal Entities

1. A legal entity may be separated into multiple legal entities.

2. After the split, the split legal entity and the split-off legal entities shall exercise their civil rights and obligations in accordance with their operational purposes.

Article 92. Conversion of the form of a legal entity

1. A legal entity may be converted into another type of legal entity.

2. After conversion, the converted legal entity ceases to exist as of the date the converted legal entity is established; the converted legal entity succeeds to the civil rights and obligations of the converted legal entity.

Article 93. Dissolution of a legal entity

1. A legal entity shall be dissolved in the following cases:

- a) In accordance with the provisions of the articles of association;
- b) Pursuant to a decision of the competent state agency;
- c) Upon the expiration of the operating period specified in the charter or in the decision of the competent state authority;
- d) In other cases as prescribed by law.

2. Before dissolution, the legal entity must fulfill all its financial obligations.

Article 94. Settlement of assets of a dissolved legal entity

1. The assets of a dissolved legal entity shall be settled in the following order:

- a) Costs of dissolving the legal entity;
- b) Wages, severance pay, social insurance, and health insurance for employees as prescribed by law, and other benefits for employees under collective labor agreements and signed labor contracts;
- c) Tax debts and other debts.

2. After all costs of dissolving the legal entity and debts have been paid, the remaining assets belong to the owners of the legal entity and the contributing members, except as provided for in paragraph 3 of this Article or where otherwise provided by law.

3. In the case of social funds or charitable funds that have paid all dissolution costs and debts specified in Clause 1 of this Article, the remaining assets shall be transferred to another fund with the same purpose of operation.

If there is no other fund with the same purpose of operation to receive the transferred assets, or if the fund is dissolved due to activities violating legal prohibitions or social morality, the assets of the dissolved fund shall belong to the State.

Article 95. Bankruptcy of Legal Entities

The bankruptcy of a legal entity shall be carried out in accordance with the provisions of the law on bankruptcy.

Article 96. Termination of Legal Entity

1. A legal entity ceases to exist in the following cases:

a) Merger, consolidation, division, conversion of form, or dissolution of the legal entity in accordance with Articles 88, 89, 90, 92, and 93 of this Code;

b) Being declared bankrupt in accordance with the provisions of the law on bankruptcy.

2. A legal entity ceases to exist from the time its name is removed from the legal entity registry or from the time specified in the decision of the competent state agency.

3. When a legal entity ceases to exist, its assets shall be settled in accordance with the provisions of this Code and other relevant laws.

CHAPTER V. THE SOCIALIST REPUBLIC OF VIETNAM, CENTRAL GOVERNMENT AGENCIES, AND LOCAL GOVERNMENT AGENCIES IN CIVIL RELATIONS

Article 97. The Socialist Republic of Vietnam, central and local state agencies in civil relations

The Socialist Republic of Vietnam, state agencies at the central and local levels, when participating in civil relations, shall be equal to other entities and shall bear civil liability in accordance with the provisions of Articles 99 and 100 of this Code.

Article 98. Representation in civil relations

Representation of the Socialist Republic of Vietnam, central and local state agencies in civil relations shall be carried out in accordance with the law on the functions, tasks, powers, and organizational structure of state agencies. Representation through other individuals or legal entities shall only be carried out in cases and in accordance with the procedures prescribed by law.

Article 99. Liability for civil obligations

1. The Socialist Republic of Vietnam, state agencies at the central and local levels shall be liable for their civil obligations with the assets that they represent as owners and manage uniformly, except in cases where the assets have been transferred to a legal entity as provided for in paragraph 2 of this Article.

2. Legal entities established by the Socialist Republic of Vietnam, central and local state agencies shall not be liable for obligations arising from civil relations of the Socialist Republic of Vietnam, central and local state agencies.

3. The Socialist Republic of Vietnam, central and local state agencies shall not be liable for the civil obligations of legal entities established by them, including state-owned enterprises, except in cases where the Socialist Republic of Vietnam, central and local state agencies guarantee the civil obligations of such legal entities in accordance with the law.

4. Central and local state agencies shall not be liable for the civil obligations of the Socialist Republic of Vietnam, other central and local state agencies, except where otherwise provided by relevant laws.

Article 100. Liability for civil obligations of the Socialist Republic of Vietnam, central and local state agencies in civil relations with a foreign state, legal entity, or individual

1. The Socialist Republic of Vietnam, central and local state agencies shall be liable for civil obligations established by themselves with foreign states, legal entities, and individuals in the following cases:

a) An international treaty to which the Socialist Republic of Vietnam is a party provides for the waiver of immunity;

b) The parties to the civil relationship have agreed to waive immunity;

c) The Socialist Republic of Vietnam, central and local state agencies waive immunity.

2. The civil liability of foreign states and state agencies when participating in civil relations with the Socialist Republic of Vietnam, central and local state agencies, Vietnamese legal entities, and individuals shall be applied mutatis mutandis to paragraph 1 of this Article.

CHAPTER VI. FAMILIES, COOPERATIVE ASSOCIATIONS, AND OTHER ORGANIZATIONS WITHOUT LEGAL PERSONALITY IN CIVIL RELATIONSHIPS

Article 101. Subjects in civil relations involving households, cooperatives, and other organizations without legal personality

1. In the case of households, cooperatives, or other organizations without legal personality participating in civil relations, the members of the household, cooperative, or other organization without legal personality shall be the subjects participating in the establishment and execution of civil transactions or authorizing a representative to participate in the establishment and execution of civil transactions. The authorization must be made in writing, unless otherwise agreed. When there is a change in the representative, the other party to the civil relationship must be notified.

In cases where a member of a household, cooperative, or other organization without legal personality participating in a civil relationship is not authorized by other members to act as a representative, that member shall be the subject of the civil relationship that he or she establishes and performs.

2. The determination of the subject of civil relations involving households using land shall be carried out in accordance with the provisions of the Land Law.

Article 102. Joint property of members of a household, cooperative, or other organization without legal personality

1. The determination of the common property of household members and the rights and obligations regarding such property shall be determined in accordance with the provisions of Article 212 of this Code.

2. The determination of the common property of members of a cooperative, and the rights and obligations regarding such property, shall be determined in accordance with the provisions of Article 506 of this Code.

3. The determination of the joint property of members of other organizations without legal personality, and their rights and obligations regarding such property, shall be determined by agreement among the members, unless otherwise provided by law.

Article 103. Civil liability of members of households, cooperatives, and other organizations without legal personality

1. Civil obligations arising from the participation of households, cooperatives, or other organizations without legal personality in civil relations shall be secured by the joint property of the members.

2. Where the members do not have or do not have sufficient common property to perform the common obligations, the entitled person may request the members to perform the obligations in accordance with Article 288 of this Code.

3. In cases where the parties have no agreement, cooperation contract, or the law has no other provisions, the members shall bear civil liability as specified in paragraphs 1 and 2 of this Article in proportion to their respective property contributions; if this cannot be determined proportionally, it shall be determined equally.

Article 104. Legal consequences for civil transactions established or performed by members without the right of representation or exceeding the scope of representation

1. Where a member without representative authority establishes or performs a civil transaction on behalf of other members of a household, cooperative, or other organization without legal personality, or where a representative establishes or performs a transaction beyond the scope of representation, the legal consequences of the transaction shall be applied in accordance with the provisions of Articles 130, 142, and 143 of this Code.

2. If a civil transaction established or performed by a party without the right of representation or exceeding the scope of representation causes damage to other members of the household, cooperative, other organization without legal personality, or a third party, compensation must be paid to the injured party.

CHAPTER VII. PROPERTY

Article 105. Property

1. Property includes tangible assets, money, negotiable instruments, and property rights.
2. Property includes real estate and personal property. Real estate and personal property may be existing property or property to be formed in the future.

Article 106. Registration of Property

1. Ownership rights and other rights to real property shall be registered in accordance with the provisions of this Code and the law on property registration.
2. Ownership rights and other rights to movable property do not require registration, except where laws on property registration provide otherwise.
3. Property registration must be made public.

Article 107. Real Estate and Personal Property

1. Real property includes:
 - a) Land;
 - b) Buildings and structures attached to land;
 - c) Other assets attached to land, houses, and structures;
 - d) Other assets as prescribed by law.
2. Movable property refers to assets that are not real estate.

Article 108. Existing assets and assets to be formed in the future

1. Existing assets are assets that have been formed and for which the owner has established ownership rights or other rights to the assets prior to or at the time of establishing the transaction.
2. Future assets include:
 - a) Assets that have not yet been formed;
 - b) Assets that have been formed but the owner establishes ownership rights to the assets after the transaction is established.

Article 109. Fruits and income

1. Fruits are the natural products yielded by the property.
2. Income is the profit derived from the exploitation of the asset.

Article 110. Principal and accessory items

1. The principal item is an independent item that can be exploited for its intended use.
2. An accessory is an item directly serving the use of the principal item, being a part of the principal item but capable of being separated from it.
3. When fulfilling the obligation to transfer the principal item, the accessory item must also be transferred, unless otherwise agreed.

Article 111. Divisible and Indivisible Items

1. Divisible property is property that retains its original nature and functional use when divided.
2. Indivisible property is property that, when divided, cannot retain its original characteristics and functional use.

When dividing indivisible property, it must be valued in money for division.

Article 112. Consumable and non-consumable property

1. Consumable items are items that lose their original properties, shape, and functionality after a single use.

Consumable items cannot be the subject of a lease or loan agreement.

2. Non-consumable items are items that, after multiple uses, essentially retain their original properties, shape, and functionality.

Article 113. Items of the same type and specific items

1. Items of the same type are items that have the same shape, properties, functionalities, and can be measured using standard units of measurement.

Goods of the same type and quality are interchangeable.

2. Specific items are items that can be distinguished from other items by their unique characteristics, such as symbols, shape, color, material, properties, or location.

When fulfilling the obligation to transfer specific items, the exact item must be delivered.

Article 114. Integrated items

A composite item is an item consisting of parts or components that fit together and are interconnected to form a whole, such that if any part or component is missing or does not meet the specifications or type, the item cannot be used or its value is diminished.

When performing the obligation to transfer a component part, all parts or components that make up the whole must be transferred, unless otherwise agreed.

Article 115. Property Rights

Property rights are rights valued in monetary terms, including property rights over intellectual property objects, land use rights, and other property rights.

Chapter VIII. CIVIL TRANSACTIONS

Article 116. Civil Transactions

A civil transaction is a contract or unilateral legal act that creates, modifies, or terminates civil rights and obligations.

Article 117. Conditions for the validity of civil transactions

1. A civil transaction is valid when the following conditions are met:

a) The parties involved have the legal capacity and capacity to act in accordance with the civil transaction being established;

b) The parties to the civil transaction participate entirely voluntarily;

c) The purpose and content of the civil transaction do not violate any prohibitions of the law or contravene social morality.

2. The form of a civil transaction is a condition for its validity where the law so provides.

Article 118. Purpose of civil transactions

The purpose of a civil transaction is the benefit that the parties seek to achieve when establishing that transaction.

Article 119. Form of civil transactions

1. Civil transactions may be expressed orally, in writing, or through specific actions.

Civil transactions conducted through electronic means in the form of data messages in accordance with the law on electronic transactions are considered to be in writing.

2. Where the law requires that a civil transaction be expressed in writing with notarization, certification, or registration, such requirements must be complied with.

Article 120. Conditional civil transactions

1. Where the parties have agreed on conditions for the creation or termination of a civil transaction, the civil transaction shall be created or terminated when such conditions occur.

2. Where the condition giving rise to or terminating a civil transaction cannot occur due to the direct or indirect intentional obstruction of one party, such condition shall be deemed to have occurred; where there is direct or indirect intentional influence by one party to promote the occurrence of the condition, such condition shall be deemed not to have occurred.

Article 121. Interpretation of civil transactions

1. If a civil transaction has unclear or ambiguous content that can be interpreted in multiple ways and is not covered by paragraph 2 of this Article, the interpretation of such civil transaction shall be conducted in the following order:

- a) According to the true intent of the parties when establishing the transaction;
- b) According to the meaning consistent with the purpose of the transaction;
- c) According to the customs of the place where the transaction was established.

2. The interpretation of contracts shall be carried out in accordance with the provisions of Article 404 of this Code; the interpretation of the contents of a will shall be carried out in accordance with the provisions of Article 648 of this Code.

Article 122. Invalid civil transactions

A civil transaction that does not meet one of the conditions specified in Article 117 of this Code is void, unless this Code provides otherwise.

Article 123. Invalid civil transactions due to violation of legal prohibitions or contravention of social morality

A civil transaction with a purpose or content that violates a legal prohibition or contravenes social morality is void.

Prohibitions of law are legal provisions that do not allow subjects to perform certain acts.

Social morality refers to the common standards of conduct in social life that are recognized and respected by the community.

Article 124. Civil transactions invalid due to fraud

1. Where the parties establish a civil transaction in a fictitious manner to conceal another civil transaction, the fictitious civil transaction shall be void, while the concealed civil transaction shall remain valid, unless that transaction is also void under the provisions of this Code or other relevant laws.

2. Where a fictitious civil transaction is established to evade obligations to a third party, such civil transaction shall be void.

Article 125. Civil transactions established or performed by minors, persons lacking civil capacity, persons with difficulties in cognition or control over their actions, or persons with limited civil capacity are void

1. When a civil transaction is established or performed by a minor, a person who lacks legal capacity, a person with difficulties in perception or control of their actions, or a person whose legal capacity is restricted, upon the request of that person's representative, the court shall declare the transaction invalid if, under the law, the transaction must be established, performed, or consented to by their representative, except as provided for in paragraph 2 of this Article.

2. Civil transactions of persons specified in paragraph 1 of this Article shall not be invalid in the following cases:

a) Civil transactions of persons under six years of age or persons lacking legal capacity that are necessary to meet their daily essential needs;

b) Civil transactions that only give rise to rights or only exempt obligations for minors, persons who are legally incompetent, persons with difficulties in understanding or controlling their actions, or

persons with limited legal capacity, with respect to the persons who established or performed the transactions with them;

c) Civil transactions are recognized as valid by the person who established the transaction after reaching the age of majority or after regaining legal capacity.

Article 126. Civil transactions invalid due to mistake

1. In cases where a civil transaction is established with a mistake causing one or both parties to fail to achieve the purpose of establishing the transaction, the party who made the mistake has the right to request the Court to declare the civil transaction invalid, except as provided for in paragraph 2 of this Article.

2. A civil transaction established with a mistake is not void if the purpose of establishing the civil transaction by the parties has been achieved or the parties can immediately remedy the mistake so that the purpose of establishing the civil transaction is still achieved.

Article 127. Civil transactions invalid due to fraud, threats, or coercion

When a party to a civil transaction is deceived or threatened or coerced, they have the right to request the court to declare the civil transaction void.

Fraud in a civil transaction is an intentional act by one party or a third party to mislead the other party about the subject, nature of the object, or content of the civil transaction, thereby establishing the transaction.

Threats or coercion in civil transactions are intentional acts by one party or a third party to force the other party to enter into a civil transaction in order to avoid harm to their life, health, honor, reputation, dignity, property, or that of their relatives.

Article 128. Civil transactions are invalid if the person establishing them does not understand and control their actions

A person with civil capacity who entered into a transaction at a time when they were unable to understand and control their actions has the right to request the court to declare that civil transaction invalid.

Article 129. Civil transactions invalid due to non-compliance with formal requirements

A civil transaction that violates the provisions on the conditions for validity regarding form is void, except in the following case:

1. A civil transaction that must be established in writing according to regulations but the document does not comply with the law, and one or both parties have performed at least two-thirds of the obligations in the transaction, then at the request of one or both parties, the Court shall issue a decision recognizing the validity of that transaction;

2. If a civil transaction has been established in writing but violates mandatory provisions on notarization or certification, and one or both parties have performed at least two-thirds of the obligations under the transaction, upon the request of one or both parties, the court shall issue a decision recognizing the validity of the transaction. In this case, the parties are not required to perform notarization or certification.

Article 130. Partially invalid civil transactions

A civil transaction is partially invalid when part of the content of the civil transaction is invalid but does not affect the validity of the remaining part of the transaction.

Article 131. Legal consequences of invalid civil transactions

1. A void civil transaction does not give rise to, alter, or terminate the civil rights and obligations of the parties from the time the transaction is established.

2. When a civil transaction is void, the parties shall restore the original status and return to each other what they have received.

If it is not possible to return the item in kind, its value shall be converted into cash for return.

3. The party who is in good faith in collecting profits and income is not required to return those profits and income.

4. The party at fault causing damage must compensate for it.

5. The resolution of the consequences of an invalid civil transaction relating to personal rights is governed by this Code and other relevant laws.

Article 132. Statute of limitations for requesting the court to declare a civil transaction invalid

1. The statute of limitations for requesting the court to declare a civil transaction invalid as stipulated in Articles 125, 126, 127, 128, and 129 of this Code is two years, counting from the date:

a) The representative of a minor, a person lacking civil capacity, a person with difficulties in understanding or controlling their actions, or a person with limited civil capacity becomes aware or should have become aware that the represented person has independently established or performed the transaction;

b) The person who was mistaken or deceived becomes aware or should have become aware that the transaction was established due to the mistake or deception;

c) The person who threatened or coerced the other party ceases the threatening or coercive behavior;

d) A person who is unable to understand and control their own actions establishes the transaction;

e) A civil transaction established in a case where the civil transaction does not comply with the provisions on form.

2. If the statute of limitations specified in paragraph 1 of this Article expires without a request to declare the civil transaction invalid, the civil transaction shall be valid.

3. For civil transactions specified in Articles 123 and 124 of this Code, the statute of limitations for requesting the court to declare the civil transaction invalid is not limited.

Article 133. Protection of the rights of bona fide third parties in invalid civil transactions

1. Where a civil transaction is invalid but the subject matter of the transaction is property that does not require registration and has been transferred to a bona fide third party, the transaction established and performed with the third party remains valid, except as provided for in Article 167 of this Code.

2. In cases where a civil transaction is invalid but the property has been registered with the competent state agency, then transferred by another civil transaction to a bona fide third party, and this person establishes and performs the transaction based on that registration, the transaction shall not be invalid.

In cases where the property must be registered but has not been registered with the competent state agency, the civil transaction with the third party shall be invalid, except in cases where the bona fide third party receives this property through an auction at an authorized organization or a transaction with a person who, according to a judgment or decision of the competent state agency is the owner of the property, but this person is no longer the owner of the property due to the judgment or decision being revoked or amended.

3. The owner does not have the right to reclaim the property from a bona fide third party if the civil transaction with that person is not invalid under Clause 2 of this Article, but has the right to sue and request the party at fault for establishing the transaction with the third party to reimburse reasonable costs and compensate for damages.

CHAPTER IX. REPRESENTATION

Article 134. Representation

1. Representation is the act of an individual or legal entity (hereinafter collectively referred to as the representative) establishing or performing a civil transaction on behalf of and for the benefit of another individual or legal entity (hereinafter collectively referred to as the represented party).

2. Individuals and legal entities may establish and perform civil transactions through a representative. An individual may not have another person represent them if the law requires them to personally establish and perform such transactions.

3. Where required by law, the representative must have the legal capacity and capacity to act in civil matters appropriate to the civil transaction being established or performed.

Article 135. Basis for establishing the right of representation

Representation rights are established by authorization between the represented person and the representative (hereinafter referred to as authorized representation); by decision of a competent state agency, by the charter of a legal entity, or by law (hereinafter collectively referred to as legal representation).

Article 136. Legal representation of individuals

1. Parents for minor children.

2. The guardian of the ward. The guardian of a person with difficulties in cognition or controlling their behavior is the legal representative if designated by the Court.

3. A person designated by the court in cases where the representative specified in paragraphs 1 and 2 of this Article cannot be determined.

4. A person designated by the court for persons with restricted capacity for civil acts.

Article 137. Legal Representative of a Legal Entity

1. The legal representative of a legal entity includes:

a) Persons designated by the legal entity in accordance with its charter;

b) Persons authorized to represent in accordance with the law;

c) Persons appointed by the Court during court proceedings.

2. A legal entity may have multiple legal representatives, and each representative has the right to represent the legal entity in accordance with Articles 140 and 141 of this Code.

Article 138. Authorized Representation

1. Individuals and legal entities may authorize other individuals or legal entities to establish and perform civil transactions.

2. Members of a household, cooperative, or other organization without legal personality may agree to appoint another individual or legal entity as an authorized representative to establish and perform civil transactions related to the common property of the members of the household, cooperative, or other organization without legal personality.

3. Persons aged between fifteen and eighteen may be authorized representatives, except in cases where the law stipulates that civil transactions must be established and performed by persons aged eighteen or above.

Article 139. Legal consequences of representation

1. Civil transactions established or performed by a representative with a third party within the scope of representation give rise to rights and obligations for the represented party.

2. The representative has the right to establish and perform acts necessary to achieve the purpose of the representation.

3. If the representative knows or should know that the establishment of the act of representation is due to mistake, fraud, threat, or coercion, and still establishes or performs the act, it shall not give rise to rights or obligations for the represented person, unless the represented person knows or should know about this and does not object.

Article 140. Term of Representation

1. The term of representation is determined by the power of attorney, by the decision of the competent authority, by the articles of association of the legal entity, or by the provisions of law.

2. If the term of representation cannot be determined in accordance with paragraph 1 of this Article, the term of representation shall be determined as follows:

a) If the right of representation is determined by a specific civil transaction, the term of representation shall be calculated until the termination of that civil transaction;

b) If the right of representation is not determined by a specific civil transaction, the term of representation shall be one (1) year from the date on which the right of representation arises.

3. Authorized representation shall terminate in the following cases:

a) By agreement;

b) The term of the authorization has expired;

c) The authorized work has been completed;

d) The represented party or the representative unilaterally terminates the authorization;

e) The represented party or the representative is an individual who has died; the represented party or the representative is a legal entity that has ceased to exist;

e) The representative no longer meets the conditions specified in Clause 3, Article 134 of this Code;

g) Other grounds rendering the representation impossible to carry out.

4. Legal representation shall terminate in the following cases:

a) The represented person is an adult or has had their legal capacity restored;

b) The represented person is a deceased individual;

c) The represented person is a legal entity that has ceased to exist;

d) Other grounds as provided for in this Code or other relevant laws.

Article 141. Scope of Representation

1. A representative may only establish or perform civil transactions within the scope of representation based on the following grounds:

a) A decision by the competent authority;

b) The articles of association of the legal entity;

c) The content of the power of attorney;

d) Other provisions of law.

2. Where the scope of representation as specified in paragraph 1 of this Article cannot be specifically determined, the legal representative shall have the right to establish and perform all civil transactions for the benefit of the represented person, unless otherwise provided by law.

3. An individual or legal entity may represent multiple individuals or legal entities, but may not act on behalf of the represented party to establish or perform civil transactions with themselves or with a third party for whom they are also the representative, unless otherwise provided by law.

4. The representative must notify the transacting party of the scope of their representation.

Article 142. Consequences of civil transactions established or performed by persons without the right of representation

1. Civil transactions established or performed by a person without authority to act as a representative do not give rise to rights or obligations for the represented party, except in one of the following cases:

a) The represented party has acknowledged the transaction;

b) The represented party knew but did not object within a reasonable time;

c) The represented person is at fault, leading to the person who entered into the transaction not knowing or being unable to know that the person who established or performed the civil transaction with them did not have the right to represent them.

2. In cases where a civil transaction is established or performed by a person without the right of representation and does not give rise to rights or obligations for the represented person, the person without the right of representation shall still be obligated to perform their obligations to the person with whom they transacted, except in cases where the person with whom they transacted knew or should have known about the lack of right of representation but still transacted.

3. The person who transacted with the person without the right of representation has the right to unilaterally terminate or cancel the established civil transaction and claim compensation for damages, except in cases where the person knew or should have known about the lack of right of representation but still transacted, or in cases specified in point a of paragraph 1 of this Article.

4. In cases where a person without the right of representation and the person who entered into the transaction intentionally established or performed a civil transaction that caused damage to the represented person, they shall be jointly and severally liable for compensation for damages.

Article 143. Consequences of civil transactions established or performed by a representative beyond the scope of representation

1. Civil transactions established or performed by a representative beyond the scope of representation shall not give rise to rights or obligations for the represented party regarding the portion of the transaction performed beyond the scope of representation, except in one of the following cases:

a) The represented party consents;

b) The represented party knew but did not object within a reasonable time;

c) **The represented party is at fault, leading to the other party not knowing or being unable to know** that the person establishing or performing the civil transaction with them exceeded the scope of representation.

2. In cases where a civil transaction established or performed by a representative exceeds the scope of representation, it does not give rise to rights or obligations of the represented person with respect to the part of the transaction established or If the transaction exceeds the scope of representation, the representative must perform the obligations to the person with whom they transacted regarding the part of the transaction exceeding the scope of representation, except in cases where the person who transacted knew or should have known about the exceeding of the scope of representation but still transacted.

3. The person who transacted with the representative has the right to unilaterally terminate or cancel the civil transaction for the part exceeding the scope of representation or the entire civil transaction and claim compensation for damages, except in cases where that person knew or should have known about the exceeding of the scope of representation but still transacted, or in the case specified in point a of paragraph 1 of this Article.

4. Where the representative and the person who transacted with the representative intentionally established or performed a civil transaction exceeding the scope of representation, thereby causing damage to the represented person, they shall be jointly and severally liable for compensation for damages.

Chapter X. TIME LIMITS AND STATUTE OF LIMITATIONS

Section 1. TIME LIMITS

Article 144. Time Limits

1. A time limit is a period of time defined from one point in time to another.

2. A time limit may be determined in minutes, hours, days, weeks, months, years, or by an event that may occur.

Article 145. Application of time limit calculation

1. The method of calculating the time limit shall be applied in accordance with the provisions of this Code, unless otherwise agreed or otherwise provided by law.

2. Time limits are calculated according to the Gregorian calendar, unless otherwise agreed.

Article 146. Provisions on time limits and the commencement of time limits

1. Where the parties agree on a time limit of one year, six months, one month, half a month, one week, one day, one hour, or one minute, and the period does not occur consecutively, the time limit shall be calculated as follows:

- a) One year is three hundred sixty-five days;
- b) Six months is six months;
- c) One month is thirty days;
- d) Half a month is fifteen days;
- e) One week is seven days;
- e) A day is twenty-four hours;
- g) One hour is sixty minutes;
- h) One minute is sixty seconds.

2. In cases where the parties agree on the beginning, middle, or end of the month, the timing is defined as follows:

- a) The beginning of the month is the first day of the month;
- b) The middle of the month is the fifteenth day of the month;
- c) The end of the month is the last day of the month.

3. In cases where the parties agree on the beginning of the year, middle of the year, or end of the year, such dates shall be defined as follows:

- a) The beginning of the year is the first day of January;
- b) The middle of the year is the last day of June;
- c) The end of the year is the last day of December.

Article 147. The commencement of the time limit

1. When a period is determined by minutes or hours, the period shall commence from the specified time.

2. When the period is determined by days, weeks, months, or years, the first day of the period is not counted, and the period begins on the day immediately following the specified date.

3. When the period begins with an event, the day the event occurs is not counted; instead, the period begins on the day immediately following the day the event occurs.

Article 148. End of the period

1. When the period is calculated in days, the period ends at the end of the last day of the period.

2. When the period is calculated in weeks, the period ends at the end of the corresponding day of the last week of the period.

3. When the period is calculated in months, the period ends at the end of the corresponding day of the last month of the period; if the month in which the period ends does not have a corresponding day, the period ends on the last day of that month.

4. When the period is calculated in years, the period ends at the end of the corresponding day and month of the last year of the period.

5. When the last day of the period is a weekend or public holiday, the period ends at the end of the next working day following that holiday.

6. The deadline ends at 24:00 hours on the last day of the period.

Section 2. STATUTE OF LIMITATIONS

Article 149. Statute of Limitations

1. The statute of limitations is the period prescribed by law, upon the expiration of which legal consequences arise for the parties under the conditions prescribed by law.

The statute of limitations is applied in accordance with the provisions of this Code and other relevant laws.

2. The court shall apply the provisions on the statute of limitations only upon the request of one or both parties to apply the statute of limitations, provided that such request is made before the court of first instance issues its judgment or decision resolving the case.

The person benefiting from the application of the statute of limitations has the right to refuse its application, except where such refusal is intended to evade the performance of an obligation.

Article 150. Types of Statute of Limitations

1. The statute of limitations for civil rights is the period after which the subject is entitled to civil rights.

2. The statute of limitations for exemption from civil obligations is the period after which the person with civil obligations is exempt from performing those obligations.

3. The statute of limitations for bringing an action is the period after which the subject loses the right to bring an action to request the court to resolve a civil case to protect infringed legitimate rights and interests; if that period expires, the right to bring an action is lost.

4. The statute of limitations for requesting the resolution of civil matters is the period during which a person has the right to request the court to resolve civil matters to protect the legitimate rights and interests of individuals, legal entities, national interests, ethnic interests, and public interests; if that period expires, the right to request is lost.

Article 151. Calculation of the statute of limitations

The statute of limitations is calculated from the beginning of the first day of the limitation period and ends at the end of the last day of the limitation period.

Article 152. Effect of the statute of limitations on civil rights and exemption from civil obligations

Where the law provides for persons to enjoy civil rights or be exempted from civil obligations under the statute of limitations, such enjoyment of civil rights or exemption from civil obligations shall only take effect after the statute of limitations has expired.

Article 153. Continuity of the statute of limitations for civil rights and exemption from civil obligations

1. The statute of limitations for civil rights and exemption from civil obligations is continuous from its commencement until its expiration; if there is an event that interrupts it, the statute of limitations must be recalculated from the beginning after the interrupting event ceases.

2. The statute of limitations for civil rights and exemptions from civil obligations is interrupted by any of the following events:

a) A resolution by a legally effective decision of a competent state agency regarding the civil rights and obligations to which the statute of limitations applies;

b) The civil rights and obligations subject to the statute of limitations are disputed by the person with the relevant rights and obligations and have been resolved by a legally effective judgment or decision of the Court.

3. The statute of limitations shall also be calculated continuously in cases where the enjoyment of civil rights or exemption from civil obligations is legally transferred to another person.

Article 154. Commencement of the statute of limitations for filing a civil lawsuit, statute of limitations for requesting resolution of a civil matter

1. The statute of limitations for filing a civil lawsuit shall be calculated from the date on which the person entitled to make the request knew or should have known that their lawful rights and interests had been infringed, unless otherwise provided by law.

2. The statute of limitations for requesting the resolution of a civil matter shall be calculated from the date the right to request arises, unless otherwise provided by law.

Article 155. Non-application of the statute of limitations for filing a lawsuit

The statute of limitations for filing a lawsuit does not apply in the following cases:

1. Claims for the protection of personal rights not related to property;
2. Claims for the protection of ownership rights, except as otherwise provided by this Code or other relevant laws;
3. Disputes over land use rights as provided for in the Land Law;
4. Other cases as prescribed by law.

Article 156. Periods not counted toward the statute of limitations for civil lawsuits and the statute of limitations for requests for civil case resolution

The time not counted toward the statute of limitations for filing a civil lawsuit or requesting the resolution of a civil matter is the period during which one of the following events occurs:

1. Force majeure or objective obstacles preventing the party with the right to file a lawsuit or request from doing so within the statute of limitations.

Force majeure events are events that occur objectively, are unforeseeable, and cannot be overcome despite the application of all necessary and feasible measures.

An objective obstacle is an obstacle caused by objective circumstances that prevent a person with civil rights and obligations from knowing that their legitimate rights and interests have been infringed upon or from exercising their civil rights and obligations.

2. There is no representative in cases where the person entitled to file a lawsuit or make a request is a minor, a person who has lost their civil capacity, has difficulties in understanding or controlling their behavior, or has limited civil capacity;

3. Minors, persons lacking legal capacity, persons with difficulties in understanding or controlling their actions, or persons with limited legal capacity do not have another representative to replace them in the following cases:

- a) The representative dies if they are an individual, or ceases to exist if they are a legal entity;
- b) The representative is unable to continue representing for a valid reason.

Article 157. Resumption of the statute of limitations for civil lawsuits

1. The statute of limitations for civil lawsuits shall recommence in the following cases:

- a) The obligated party has acknowledged part or all of its obligations to the plaintiff;
- b) The obligated party acknowledges or fully performs part of their obligations to the plaintiff;
- c) The parties have reached a settlement with each other.

2. The statute of limitations for filing a civil lawsuit shall recommence from the day following the occurrence of the event specified in paragraph 1 of this Article.

PART TWO. OWNERSHIP AND OTHER RIGHTS TO PROPERTY

CHAPTER XI. GENERAL PROVISIONS

Section 1. PRINCIPLES FOR ESTABLISHING AND EXERCISING PROPERTY RIGHTS AND OTHER RIGHTS TO PROPERTY

Article 158. Ownership Rights

Ownership includes the right to possess, use, and dispose of property by the owner in accordance with the law.

Article 159. Other Rights to Property

1. Other rights to property are the rights of a person who directly holds or controls property owned by another person.

2. Other rights to property include:

- a) Rights to adjacent real estate;
- b) Usufruct rights;
- c) Surface rights.

Article 160. Principles for establishing and exercising ownership rights and other rights to property

1. Ownership rights and other rights to property are established and exercised in cases where this Code or other relevant laws provide for such rights.

Other rights to property remain valid in cases where ownership is transferred, except as otherwise provided for in this Code or other relevant laws.

2. The owner may perform any act of his/her own volition with respect to the property, but may not violate the provisions of the law, cause damage or affect the interests of the nation, the people, the public interest, or the legitimate rights and interests of others.

3. Persons with other rights to property may perform any act within the scope of the rights specified in this Code or other relevant laws, but may not cause damage or adversely affect the interests of the nation, the people, the public interest, or the lawful rights and interests of the owner of the property or of others.

Article 161. Time of establishment of ownership rights and other rights to property

1. The time of establishment of ownership rights and other rights to property shall be determined in accordance with the provisions of this Code and other relevant laws; where the law does not provide for such matters, it shall be determined by agreement between the parties; where the law does not provide for such matters and the parties have not reached an agreement, the time of establishment of ownership rights and other rights to property shall be the time when the property is transferred.

The time of transfer of the property is the time when the party entitled to the property or their legal representative takes possession of the property.

2. If the property has not been transferred but generates profits or income, such profits or income belong to the party transferring the property, unless otherwise agreed.

Article 162. Bearing the risk of property

1. The owner shall bear the risk of loss of the property owned by them, unless otherwise agreed or otherwise provided by this Code or other relevant laws.

2. A person with other rights to the property shall bear the risk of the property within the scope of their rights, unless otherwise agreed with the owner of the property or otherwise provided by this Code or other relevant laws.

Section 2. PROTECTION OF OWNERSHIP RIGHTS AND OTHER RIGHTS TO PROPERTY

Article 163. Protection of ownership rights and other rights to property

1. No one may be unlawfully restricted or deprived of their ownership rights or other rights to property.

2. In cases of genuine necessity for reasons of national defense, security, or national interest, in emergencies, or for disaster prevention and control, the State may purchase or requisition property from organizations or individuals with compensation at market prices.

Article 164. Measures to protect ownership rights and other rights to property

1. Owners and other rights holders of property have the right to self-protect and prevent any person from infringing upon their rights by means not contrary to the provisions of law.

2. Owners and other entities with rights to property have the right to request the Court or other competent state agencies to compel persons who infringe upon their rights to return the property, cease unlawful acts that obstruct the exercise of ownership rights or other rights to property, and compensate for damages.

Article 165. Lawful Possession

1. Lawful possession is the possession of property in the following cases:

a) The owner possesses the property;

b) A person authorized by the owner to manage the property;

c) A person to whom the right of possession has been transferred through a civil transaction in accordance with the provisions of law;

d) A person who discovers and keeps ownerless property, property whose owner cannot be identified, lost property, abandoned property, buried property, hidden property, buried property, sunken property in accordance with the conditions specified in this Code and other relevant legal provisions;

e) Persons who discover and retain lost livestock, poultry, or aquatic animals in accordance with the conditions set forth in this Code and other relevant legal provisions;

e) Other cases as prescribed by law.

2. Possession of property that does not comply with the provisions of paragraph 1 of this Article is possession without legal basis.

Article 166. Right to reclaim property

1. The owner or other entitled party to the property has the right to reclaim the property from the possessor, user, or beneficiary of the property without legal basis.

2. The owner does not have the right to reclaim property from the possession of a person who has other rights to that property.

Article 167. Right to reclaim movable property not subject to registration of ownership from a bona fide possessor

The owner has the right to reclaim movable property not subject to registration of ownership from a bona fide possessor in the following cases: the bona fide possessor obtained the movable property through a contract without compensation with a person who did not have the right to dispose of the property; if the contract is a compensated contract, the owner has the right to reclaim the movable property if it is stolen, lost, or otherwise possessed against the owner's will.

Article 168. Right to reclaim movable property subject to registration of ownership or immovable property from a bona fide possessor

The owner may reclaim movable property that must be registered as property rights or immovable property from a bona fide possessor, except in the case specified in Clause 2, Article 133 of this Code.

Article 169. Right to request the cessation of unlawful acts obstructing the exercise of ownership rights or other rights to property

When exercising ownership rights or other rights to property, the subject has the right to request the person committing unlawful obstruction to cease such acts or has the right to request the Court or other competent state agency to compel that person to cease the violation.

Article 170. Right to request compensation for damages

Owners and persons with other rights to property have the right to request compensation for damages from persons who infringe upon ownership rights or other rights to property.

Section 3. LIMITATIONS ON PROPERTY RIGHTS AND OTHER RIGHTS TO PROPERTY

Article 171. Rights and obligations of owners and other persons with rights to property in cases of necessity

1. An emergency situation is a situation in which a person, in order to avoid a real danger that directly threatens the public interest, his or her own legitimate rights and interests, or those of others, has no choice but to take action that causes less damage than the damage to be prevented.

2. In an emergency situation, owners and other persons with rights to property shall not be prevented from using their property or from causing damage to that property in order to prevent or reduce a greater danger or damage that is likely to occur.

3. Causing damage in an emergency situation does not constitute an infringement of ownership rights or other rights to property. The owner or other person with rights to the property damaged in an emergency situation shall be compensated for the damage in accordance with Article 595 of this Code.

Article 172. Obligation to protect the environment

When exercising ownership rights or other rights to property, the subject must comply with the provisions of the law on environmental protection; if the environment is polluted, the polluting behavior must be stopped, measures must be taken to remedy the consequences, and damages must be compensated.

Article 173. Obligation to respect and ensure social order and safety

When exercising ownership rights or other rights over property, the subject must respect and ensure social order and safety, and may not abuse their rights to cause disorder or endanger social safety, thereby harming the interests of the nation, the people, the public, or the lawful rights and interests of others.

Article 174. Obligation to respect construction regulations

When constructing a building, the owner or other party with rights to the property must comply with construction laws, ensure safety, not exceed the height or distance limits specified by construction laws, and not infringe upon the legitimate rights and interests of the owner or other party with rights to adjacent and surrounding real estate properties.

Article 175. Boundaries between real estate properties

1. Boundaries between adjacent real estate properties are determined by agreement or by decision of the competent state authority.

Boundaries may also be determined by custom or by boundaries that have existed for 30 years or more without dispute.

It is prohibited to encroach upon, occupy, or alter boundary markers, including in cases where the boundary is a canal, ditch, moat, trench, or field embankment. All entities have the obligation to respect and maintain common boundaries.

2. Land users may use the space and subsoil vertically from the boundaries of their land parcels in accordance with the law and without affecting the land use of others.

Land users may only plant trees and perform other activities within the boundaries of the land under their use and in accordance with the established boundaries; if tree roots or branches extend beyond the boundaries, they must trim the roots, cut, or prune the branches that extend beyond, unless otherwise agreed.

Article 176. Boundary markers separating real estate properties

1. Real estate owners may only erect boundary markers, fences, plant trees, or build walls on the land under their use.

2. Owners of adjacent real estate may agree with each other on the erection of boundary markers, fences, planting of trees, or construction of dividing walls on the boundary to serve as boundary markers between real estate properties; these boundary markers shall be jointly owned by those parties.

If a boundary marker is erected on the boundary by only one party and is agreed to by the adjacent property owner, that boundary marker shall be jointly owned, and the cost of construction shall be borne by the party who erected it, unless otherwise agreed; if the owner of the adjacent real estate

does not agree and has a valid reason, the owner who erected the boundary markers, fences, planted trees, or built walls must remove them.

3. For boundary markers that are shared walls, the owners of adjacent properties may not open windows, ventilation holes, or drill holes in the walls to place structures, unless agreed to by the owners of adjacent properties.

In the case of separate houses with adjoining walls, the owner may only drill holes in the wall or place a structure up to the boundary of their own wall.

For trees serving as common boundary markers, both parties have the obligation to protect them; the benefits derived from the trees shall be shared equally, unless otherwise agreed.

Article 177. Ensuring safety in cases where trees or structures pose a risk of damage

1. In cases where trees or structures pose a risk of collapsing onto adjacent and surrounding real estate, the property owner shall immediately take remedial measures, cut down the trees, repair or demolish the structures as requested by the owners of the adjacent and surrounding real estate or as required by the competent state agency; If they do not voluntarily comply, the owners of adjacent and surrounding properties have the right to request the competent state agency to cut down the trees or demolish the structures. The costs of cutting down trees or demolishing structures shall be borne by the owners of the trees or structures.

2. When digging wells, ponds, or constructing underground structures, the owner of the structure must dig or build at a distance from the boundary as prescribed by construction law.

When constructing sanitation facilities, hazardous substance storage facilities, and other structures whose use may cause environmental pollution, the owner of such property must construct them at a reasonable distance from the boundary and in a reasonable location, ensuring hygiene, safety, and no impact on other property owners.

3. In cases where damage is caused to the owners of adjacent and surrounding real estate as specified in paragraphs 1 and 2 of this Article, the owners of the trees or structures must compensate.

Article 178. Opening doors facing adjacent real estate

1. Property owners may only install entrance doors, windows facing adjacent houses, opposite houses, and common pathways in accordance with construction laws.

2. The underside of the roof covering the entrance door and the underside of the roof covering the window facing the common pathway must be at least 2.5 meters above the ground.

Chapter XII. OCCUPANCY

Article 179. Concept of Possession

1. Possession is the act of a person holding or controlling property directly or indirectly as if they had rights to the property.

2. Possession includes possession by the owner and possession by a non-owner.

Possession by a non-owner cannot serve as the basis for establishing ownership rights, except in the cases specified in Articles 228, 229, 230, 231, 232, 233, and 236 of this Code.

Article 180. Good faith possession

Good faith possession is possession where the possessor has grounds to believe that they have a right to the property being possessed.

Article 181. Bad Faith Possession

Bad faith possession is possession where the possessor knows or should know that they have no right to the property being possessed.

Article 182. Continuous Possession

1. Continuous possession is possession exercised over a period of time without any dispute over the rights to the property or with a dispute that has not been resolved by a final and binding judgment or decision of a court or other competent state agency, even if the property has been transferred to another person's possession.

2. Non-continuous possession shall not be considered as a basis for presuming the status and rights of the possessor as provided for in Article 184 of this Code.

Article 183. Open Possession

1. Open possession is possession carried out transparently, without concealment; the property being possessed is used according to its function and utility and is preserved and maintained by the possessor as if it were their own property.

2. Non-public possession shall not be considered as a basis for presuming the status and rights of the possessor as provided for in Article 184 of this Code.

Article 184. Presumption of the status and rights of the possessor

1. The possessor is presumed to be in good faith; anyone claiming that the possessor is not in good faith must prove it.

2. In the event of a dispute over rights to the property, the possessor shall be presumed to be the person entitled to such rights. The person disputing with the possessor must prove that the possessor does not have such rights.

3. A bona fide, continuous, and open possessor is subject to the statute of limitations for rights and is entitled to the fruits and profits generated by the property in accordance with this Code and other relevant laws.

Article 185. Protection of Possession

In the event that possession is infringed upon by another person, the possessor has the right to request that the person committing the infringement cease the act, restore the original condition, return the property, and compensate for damages, or request the court or other competent state agency to compel that person to cease the act, restore the original condition, return the property, and compensate for damages.

CHAPTER XIII. OWNERSHIP RIGHTS

Section 1. CONTENT OF PROPERTY RIGHTS

Subsection 1. RIGHT OF POSSESSION

Article 186. The right of possession of the owner

The owner may perform any act in accordance with their will to hold and control their property, provided that such acts do not violate the law or social morality.

Article 187. Possession rights of persons authorized by the owner to manage property

1. A person authorized by the owner to manage property shall exercise possession of that property within the scope, in the manner, and for the duration determined by the owner.

2. A person authorized by the owner to manage property cannot become the owner of the property transferred in accordance with Article 236 of this Code.

Article 188. Possession rights of a person to whom property is transferred through a civil transaction

1. When an owner transfers property to another person through a civil transaction that does not include the transfer of ownership, the transferee must take possession of the property in accordance with the purpose and content of the transaction.

2. The transferee has the right to use the transferred property and may transfer the right to possess and use the property to another person with the owner's consent.

3. The transferee cannot become the owner of the transferred property under the provisions of Article 236 of this Code.

Subsection 2. RIGHT OF USE

Article 189. Right of Use

The right of use is the right to exploit the utility, enjoy the fruits, and receive income from the property.

The right of use may be transferred to another person by agreement or in accordance with the provisions of law.

Article 190. Right of use of the owner

The owner may use the property according to their own will but shall not cause damage or affect the interests of the nation, the people, the public interest, or the lawful rights and interests of others.

Article 191. Right of use of persons who are not owners

Non-owners may use property in accordance with an agreement with the owner or as prescribed by law.

Subsection 3. RIGHT OF DISPOSAL

Article 192. Right of Disposal

The right of disposition is the right to transfer ownership of property, relinquish ownership, consume, or destroy property.

Article 193. Conditions for exercising the right of disposal

The disposition of property must be carried out by a person with legal capacity in accordance with the law.

Where the law prescribes procedures for the disposition of property, such procedures must be followed.

Article 194. Disposal rights of the owner

The owner has the right to sell, exchange, gift, lend, bequeath, relinquish ownership, consume, destroy, or exercise other forms of disposition in accordance with the provisions of the law regarding the property.

Article 195. Disposal Rights of Non-Owners

A person who is not the owner of the property only has the right to dispose of the property under the authorization of the owner or in accordance with the law.

Article 196. Restrictions on the right to dispose

1. The right to dispose of property is only restricted in cases prescribed by law.

2. When the property being sold is a historical and cultural relic as defined by the Law on Cultural Heritage, the State has the right of first refusal.

In cases where individuals or legal entities have the right of first refusal to purchase certain property as prescribed by law, when selling the property, the owner must reserve the right of first refusal for those entities.

Section 2. FORMS OF OWNERSHIP

Subsection 1. PUBLIC OWNERSHIP

Article 197. Assets belonging to public ownership

Land, water resources, mineral resources, marine and airspace resources, other natural resources, and assets invested in and managed by the State are public assets owned by the people, with the State acting as the representative owner and exercising unified management.

Article 198. Exercising the rights of the owner over assets owned by the entire people

1. The Socialist Republic of Vietnam is the representative and exercises the rights of the owner over assets owned by the entire people.

2. The Government shall uniformly manage and ensure the proper, effective, and economical use of assets owned by the entire people.

Article 199. Possession, use, and disposal of property belonging to the people

The possession, use, and disposal of property owned by the entire people shall be carried out within the scope and in accordance with the procedures prescribed by law.

Article 200. Exercising public ownership rights over assets invested in enterprises

1. When assets owned by the entire people are invested in an enterprise, the State shall exercise the rights of the owner over those assets in accordance with the law on enterprises, the management and use of State capital invested in production and business at enterprises, and other relevant legal provisions.

2. Enterprises shall manage and use capital, land, natural resources, and other assets invested by the State in accordance with relevant laws.

Article 201. Exercising the right of public ownership over assets assigned to state agencies and armed forces units

1. When assets owned by the entire people are assigned to state agencies and armed forces units, the state shall exercise the right to inspect and supervise the management and use of such assets.

2. State agencies and armed forces units shall manage and use the assets assigned by the State for their intended purposes and in accordance with the law.

Article 202. Exercising public ownership rights over assets transferred to political organizations, political-social organizations, political-social-professional organizations, social organizations, and social-professional organizations

1. When property belonging to the people is assigned to political organizations, political-social organizations, political-social-professional organizations, social organizations, or social-professional organizations, the State shall exercise the right to inspect and supervise the management and use of such property.

2. Political organizations, political-social organizations, political-social-professional organizations, social organizations, and social-professional organizations shall manage and use the assets assigned by the State in accordance with the purpose, scope, manner, and procedures prescribed by law, consistent with the functions and tasks specified in their charters.

Article 203. Rights of individuals and legal entities regarding the use and exploitation of assets owned by the entire people

Individuals and legal entities may use land, exploit aquatic resources, natural resources, and other assets owned by the entire people for their intended purposes, effectively, and fulfill their obligations to the State as prescribed by law.

Article 204. Assets owned by the entire people that have not been assigned to individuals or legal entities for management

For assets owned by the entire people that have not been assigned to individuals or legal entities for management, the Government shall organize the protection, investigation, survey, and planning for exploitation.

Subsection 2. PRIVATE OWNERSHIP

Article 205. Private ownership and privately owned property

1. Private ownership is the ownership of an individual or a legal entity.

2. Legally owned private property is not subject to restrictions on quantity or value.

Article 206. Possession, use, and disposal of privately owned property

1. The owner has the right to possess, use, and dispose of property under private ownership for the purposes of daily living, consumption, production, business, and other lawful purposes.

2. The possession, use, and disposal of privately owned property shall not cause damage or adversely affect the interests of the nation, the people, the public interest, or the lawful rights and interests of others.

Subsection 3. COMMON OWNERSHIP

Article 207. Joint ownership and types of joint ownership

1. Joint ownership is the ownership of property by multiple parties.

2. Joint ownership includes joint ownership by shares and joint ownership by consolidation.

Article 208. Establishment of joint ownership

Joint ownership rights are established by agreement, in accordance with the law, or by custom.

Article 209. Shared ownership by share

1. Shared ownership by share is shared ownership in which each owner's share of ownership is determined in relation to the shared property.

2. Each co-owner by share has rights and obligations with respect to the jointly owned property corresponding to their share of ownership, unless otherwise agreed.

Article 210. Undivided joint ownership

1. Undivided joint ownership is joint ownership in which the ownership share of each joint owner is not determined with respect to the common property.

Undivided joint ownership includes divisible undivided joint ownership and indivisible undivided joint ownership.

2. Joint owners of undivided property have equal rights and obligations with respect to the jointly owned property.

Article 211. Community Joint Ownership

1. Community joint ownership is the ownership of a clan, hamlet, village, commune, religious community, or other community over property formed according to custom, property contributed or donated jointly by members of the community, or property received as a joint gift or from other sources in accordance with the law for the purpose of satisfying the legitimate common interests of the community.

2. Members of the community shall jointly manage, use, and dispose of common property in accordance with agreements or customs for the common interests of the community, but shall not violate the prohibitions of the law or contravene social morality.

3. The common property of the community is consolidated common property that is not divisible.

Article 212. Joint ownership of family members

1. The property of family members living together includes property contributed by the members, jointly created property, and other property whose ownership is established in accordance with the provisions of this Code and other relevant laws.

2. The possession, use, and disposal of the common property of family members shall be carried out by agreement. In cases where the property to be disposed of is real estate, registered movable property, or property that is the main source of income of the family, there must be agreement among all family members who are adults with full civil capacity, unless otherwise provided by law.

In the absence of an agreement, the provisions on joint ownership by share as stipulated in this Code and other relevant laws shall apply, except as provided for in Article 213 of this Code.

Article 213. Joint ownership of spouses

1. Joint ownership of spouses is joint ownership that can be divided.

2. Spouses jointly create and develop the joint property; they have equal rights in the possession, use, and disposal of joint property.

3. Spouses may agree or authorize each other to possess, use, and dispose of joint property.
4. The joint property of spouses may be divided by agreement or by court decision.

5. If the spouses choose a property regime by agreement in accordance with the provisions of the law on marriage and family, the joint property of the spouses shall be governed by this property regime.

Article 214. Joint ownership in condominiums

1. The area, equipment, and other assets used jointly in an apartment building as prescribed by the Housing Law shall be jointly owned by all owners of the apartments in that building and shall not be divided, unless otherwise prescribed by law or all owners have agreed otherwise.

2. Owners of apartments in a condominium building have equal rights and obligations in the management and use of the property specified in paragraph 1 of this Article, unless otherwise provided by law or agreed otherwise.

3. In the event that the condominium is destroyed, the rights of the condominium unit owners shall be exercised in accordance with the provisions of the law.

Article 215. Mixed joint ownership

1. Mixed joint ownership is ownership of assets contributed by owners from different economic sectors for the purpose of production, business, and profit generation.

2. Assets formed from the capital contributions of the owners, legal profits obtained from production and business activities, or from other sources in accordance with the provisions of the law are assets belonging to mixed joint ownership.

3. The possession, use, and disposal of property under joint mixed ownership must comply with the provisions of Article 209 of this Code and the provisions of the law relating to capital contribution, organization, production and business activities, management, operation, responsibility for property, and profit sharing.

Article 216. Management of joint property

Co-owners shall jointly manage joint property based on the principle of unanimity, unless otherwise agreed or otherwise provided by law.

Article 217. Use of Common Property

1. Each co-owner shall have the right to exploit the utility, enjoy the fruits, and receive income from the common property in proportion to their ownership share, unless otherwise agreed or provided by law.

2. Joint owners with equal shares have equal rights to exploit the utility, enjoy the fruits, and receive income from the joint property, unless otherwise agreed.

Article 218. Disposal of Joint Property

1. Each co-owner has the right to dispose of their share of ownership.

2. The disposition of jointly owned property shall be carried out in accordance with the agreement of the co-owners or as prescribed by law.

3. If a co-owner sells their share of ownership, the other co-owners have the right of first refusal.

Within three months for joint property that is real estate, or one month for joint property that is movable property, from the date the other co-owners receive notice of the sale and the conditions of sale, if no co-owner purchases the property, the owner has the right to sell it to another person. The notice must be in writing, and the conditions of sale to the other co-owners must be the same as the conditions of sale to persons who are not co-owners.

In the case of a sale of ownership rights that violates the right of first refusal, within three months from the date of discovery of the violation of the right of first refusal, the co-owner with a share among the co-owners has the right to request the Court to transfer to him/her the rights and obligations of the buyer; the party at fault causing the damage must compensate for the damage.

4. In the event that one of the co-owners of real estate renounces their ownership rights or dies without an heir, those ownership rights shall belong to the State, except in the case of community co-ownership, in which case they shall belong to the remaining co-owners.

5. In the event that one of the co-owners of movable property renounces their ownership rights or dies without an heir, those ownership rights shall belong to the remaining co-owners.

6. In the event that all owners renounce their ownership rights to the joint property, the establishment of ownership shall be governed by the provisions of Article 228 of this Code.

Article 219. Division of jointly owned property

1. Where joint ownership is divisible, each joint owner has the right to request the division of the jointly owned property; if the joint ownership must be maintained for a period agreed upon by the joint owners or as prescribed by law, each joint owner only has the right to request the division of the jointly owned property upon the expiration of that period; if the joint property cannot be divided in kind, the co-owner requesting the division has the right to sell their share of ownership, unless the co-owners have agreed otherwise.

2. If a person requests one of the co-owners to perform a payment obligation and that co-owner has no separate property or the separate property is insufficient for payment, the requesting person has the right to request the division of the common property and participate in the division of the common property, unless otherwise provided by law.

If it is not possible to divide the ownership interest in kind or if the division is opposed by the remaining co-owners, the person entitled has the right to request the person obligated to sell their ownership interest to fulfill the payment obligation.

Article 220. Termination of joint ownership

Joint ownership terminates in the following cases:

1. The joint property has been divided;
2. One of the co-owners has acquired the entire joint property;
3. The common property no longer exists;
4. Other cases as provided by law.

Section 3. ESTABLISHMENT AND TERMINATION OF OWNERSHIP RIGHTS

Subsection 1. ESTABLISHMENT OF OWNERSHIP

Article 221. Basis for establishing ownership

Ownership rights are established for property in the following cases:

1. Through labor, lawful production or business activities, or the creation of intellectual property objects;
2. Transfer of ownership by agreement or by a court judgment, decision, or other competent state agency;
3. Through the collection of fruits and profits;
4. Creation of new property through merger, mixing, or processing;
5. Inheritance;
6. Possession under conditions prescribed by law for ownerless property, property whose owner cannot be identified; property that has been buried, hidden, buried, or sunk and found; property dropped or left behind by others; lost livestock, poultry, or naturally migrating aquatic animals;
7. Possession and benefit from property as provided for in Article 236 of this Code;
8. Other cases as prescribed by law.

Article 222. Establishment of ownership rights over property obtained from labor, legal production and business activities, and activities creating intellectual property rights

Employees and persons engaged in lawful production and business activities have the right to ownership of property obtained from labor, lawful production and business activities, from the time such property is obtained.

Persons engaged in creative activities have the right to ownership of assets obtained from creative activities in accordance with the provisions of the Intellectual Property Law.

Article 223. Establishment of ownership rights under a contract

A person who is assigned property through a purchase, gift, exchange, loan, or other ownership transfer contract in accordance with the law has the right to own that property.

Article 224. Establishment of ownership rights to fruits and income

The owner or user of the property has the right to ownership of fruits and income in accordance with an agreement or the provisions of the law, from the time such fruits and income are obtained.

Article 225. Establishment of ownership in cases of merger

1. Where assets belonging to different owners are merged to form an indivisible object and it is impossible to determine whether the merged assets are principal or accessory objects, the newly formed object shall be jointly owned by those owners; if the merged assets are principal and accessory items, the newly created item belongs to the owner of the principal item; from the time the new item is created, the owner of the new asset must pay the owner of the accessory item the value of that accessory item, unless otherwise agreed.

2. When a person merges another person's movable property into his or her own movable property, even though he or she knew or should have known that the property did not belong to him or her and did not obtain the consent of the owner of the merged property, the owner of the merged property shall have one of the following rights:

a) Request the person who merged the property to transfer the new property to them and pay the person who merged the property the value of their property;

b) Request the person who merged the property to pay the value of their portion of the property and compensate for damages if they do not receive the new property;

c) Other rights as provided by law.

3. When a person merges another person's movable property into their own immovable property, even though they knew or should have known that the property did not belong to them and did not obtain the consent of the owner of the merged property, the owner of the merged property shall have one of the following rights:

a) Request the person who merged the property to pay the value of their portion of the property and compensate for damages;

b) Other rights as provided by law.

4. When a person incorporates their movable property into another person's immovable property, the owner of the immovable property has the right to request the person who incorporated the property to remove the illegally incorporated property and compensate for damages, or to retain the property and pay the person who incorporated it the value of the incorporated property, unless otherwise agreed.

Article 226. Establishment of ownership in cases of mixing

1. Where assets belonging to different owners are mixed together to form a new indivisible object, the new object shall be jointly owned by those owners from the time of mixing.

2. When a person has mixed another person's property with his/her own property, even though he/she knew or should have known that the property did not belong to him/her and did not obtain the consent of the owner of the mixed property, the owner of the mixed property shall have one of the following rights:

a) Request the person who mixed the property to transfer the new property to them and compensate the person who mixed the property for the value of their property;

b) Request the person who mixed the property to pay the value of their property and compensate for damages if they do not receive the new property.

Article 227. Establishment of ownership in cases of processing

1. The owner of the raw materials used in processing to create a new item is the owner of the new item created.

2. A person who uses raw materials belonging to another person for processing in good faith becomes the owner of the new property but must pay the value of the raw materials and compensate the owner of the raw materials for damages.

3. If the processor is not acting in good faith, the owner of the raw materials has the right to request the return of the new item; if there are multiple owners of the raw materials, they shall be co-owners of the new item created, in proportion to the value of each person's raw materials. The owner of the raw materials that were processed without good faith has the right to request compensation for damages from the processor.

Article 228. Establishment of ownership rights over ownerless property and property whose owner cannot be identified

1. Ownerless property is property whose owner has abandoned their ownership rights over it.

The person who discovered or is managing ownerless movable property has the right to own that property, unless otherwise provided by law; if the property is immovable, it belongs to the State.

2. The person who discovers property whose owner cannot be identified must notify or hand over the property to the commune-level People's Committee or the nearest commune-level police station to publicly notify the owner to claim it.

The handover must be recorded in a written report, which clearly states the full name and address of the person handing over the property, the person receiving it, and the condition, quantity, and volume of the property handed over.

The commune-level People's Committee or commune-level police who received the property must notify the finder of the results of determining the owner.

After one year from the date of public notification, if the owner of the movable property cannot be identified, ownership of that movable property shall belong to the person who discovered it.

After five years from the date of public notification, if the owner of the immovable property cannot be identified, the immovable property shall belong to the State; the finder shall be entitled to a reward in accordance with the law.

Article 229. Establishment of ownership rights over buried, hidden, buried, or sunken property that has been found

1. The person who discovers buried, hidden, buried, or sunken property must immediately notify or return it to the owner; if the owner is unknown, they must notify or hand it over to the commune-level People's Committee or commune-level police station nearest to the location or other competent state agency as prescribed by law.

2. If the buried, hidden, buried, or sunken property found has no owner or the owner cannot be identified, after deducting the costs of searching and preserving the property, ownership of the property shall be determined as follows:

a) Property found that is a historical and cultural relic as defined by the Law on Cultural Heritage belongs to the State; the person who found the property shall receive a reward as prescribed by law;

b) Found property that is not a historical or cultural relic as defined by the Cultural Heritage Law and has a value less than or equal to ten times the base salary set by the State shall belong to the finder; if the found property has a value greater than ten times the base salary prescribed by the State, the finder shall receive ten times the base salary prescribed by the State and 50% of the value exceeding ten times the base salary prescribed by the State, with the remaining value belonging to the State.

Article 230. Establishment of ownership rights over property lost or abandoned by others

1. A person who finds property lost or abandoned by another person and knows the address of the person who lost or abandoned it must notify or return the property to that person; if the address of the person who lost or abandoned it is unknown, the person must notify or hand over the property to the nearest commune-level People's Committee or commune-level police station to publicly notify the owner to claim it.

The commune-level People's Committee or commune-level police station that receives the property must notify the person who handed it over of the results of determining the owner.

2. After one year from the date of public notification of property lost or abandoned by another person, if the owner cannot be identified or the owner does not come to claim it, ownership of this property shall be determined as follows:

a) In cases where the lost or abandoned property has a value less than or equal to ten times the base salary prescribed by the State, the finder shall be established as the owner of the property in accordance with the provisions of this Code and other relevant legal provisions; if the property has a value greater than ten times the base salary prescribed by the State, after deducting the costs of preservation, the finder shall receive a value equal to ten times the base salary prescribed by the State and 50% of the value exceeding ten times the base salary prescribed by the State, with the remaining value belonging to the State;

b) If the lost or abandoned property is a historical or cultural relic as defined by the Law on Cultural Heritage, it shall belong to the State; the finder shall receive a reward as prescribed by law.

Article 231. Establishment of ownership rights over lost livestock

1. The person who finds lost livestock must keep it and immediately report it to the People's Committee of the commune where they reside to publicly notify the owner to claim it. After 06 months from the date of public notification or after 01 year for livestock that is customarily kept free-range, ownership of the livestock and any offspring born during the period of care shall belong to the person who found the livestock.

2. If the owner retrieves the lost livestock, they must pay the keeper for the cost of keeping the livestock and other expenses. During the period of keeping the lost livestock, if the livestock gives birth, the person who caught the livestock shall be entitled to half of the offspring or 50% of the value of the offspring and shall compensate for any damage if they intentionally caused the death of the livestock.

Article 232. Establishment of ownership rights over lost poultry

1. If a person's poultry is lost and found by another person, the finder must publicly announce it so that the owner of the poultry knows and can retrieve it. After one month from the date of the public announcement, if no one comes to retrieve it, the ownership of the poultry and the profits generated by the poultry during the period of custody belong to the finder.

2. If the owner retrieves the lost poultry, they must pay the finder for the cost of keeping the poultry and other expenses. During the period of keeping the lost poultry, the finder is entitled to the profits generated by the poultry and must compensate for any damage if they intentionally caused the death of the poultry.

Article 233. Establishment of ownership rights over aquatic animals

When an aquatic animal belonging to one person naturally enters the field, pond, or lake of another person, it becomes the property of the owner of that field, pond, or lake. If the aquatic animal has distinctive features that allow it to be identified as not belonging to the owner, the owner of the field, pond, or lake must publicly announce this so that the owner can claim it. After one month from the date of public notification, if no one comes to claim the aquatic livestock, ownership of such aquatic livestock shall belong to the owner of the field, pond, or lake.

Article 234. Establishment of ownership by inheritance

Heirs establish ownership rights over inherited property in accordance with the provisions of Part Four of this Code.

Article 235. Establishment of ownership rights based on court judgments, decisions, or decisions of other competent state agencies

Ownership may be established based on a final and binding judgment or decision of a court or other competent state authority.

Article 236. Establishment of ownership rights based on the statute of limitations for possession or benefit from property without legal basis

A person who possesses or benefits from property without legal basis but in good faith, continuously, and publicly for a period of 10 years for movable property and 30 years for immovable property shall become the owner of that property from the time of possession, unless otherwise provided for in this Code or other relevant laws.

Subsection 2. TERMINATION OF OWNERSHIP RIGHTS

Article 237. Grounds for termination of ownership

Ownership rights terminate in the following cases:

1. The owner transfers their ownership rights to another person;
2. The owner renounces their ownership rights;
3. The property has been consumed or destroyed;
4. The property is disposed of to fulfill the owner's obligations;
5. The property is expropriated;
6. The property is confiscated;
7. The property has been transferred to another person in accordance with the provisions of this Code;
8. Other cases as prescribed by law.

Article 238. The owner transfers his/her ownership rights to another person

When the owner transfers his/her ownership rights to another person through a sale, exchange, gift, loan, or other ownership transfer contract as prescribed by law, or through inheritance, the ownership rights to the property of that person shall terminate from the time the ownership rights of the transferee arise.

Article 239. Abandonment of ownership

The owner may voluntarily terminate their ownership rights to their property by making a public declaration or performing an act demonstrating their abandonment of the right to possess, use, and dispose of that property.

For property where abandonment may harm public order, social safety, or cause environmental pollution, the abandonment of ownership rights must comply with legal regulations.

Article 240. Property for which ownership has been established for another person

Property whose owner cannot be identified; property that has been buried, hidden, buried under debris, or sunk and subsequently found; lost or abandoned property; lost livestock or poultry; aquatic animals that migrate naturally, for which ownership has been established for another person in accordance with the provisions of Articles 228 to 233 of this Code, the ownership rights of the persons who had such property shall terminate.

When the ownership rights of the possessor or beneficiary of the property have been established in accordance with the provisions of Article 236 of this Code or other relevant legal provisions, the ownership rights of the owner of the possessed property shall terminate.

Article 241. Disposal of property to fulfill the obligations of the owner

1. Ownership rights over an asset shall terminate when that asset is disposed of to fulfill the obligations of the owner pursuant to a decision of the Court or another competent state agency, unless otherwise provided by law.

2. The disposal of property to fulfill the obligations of the owner does not apply to property that is not subject to seizure under the law.

3. Ownership rights over property disposed of to fulfill the owner's obligations terminate at the time ownership rights of the recipient of such property arise.

4. The disposal of land use rights shall be carried out in accordance with the provisions of the law on land.

Article 242. Assets consumed or destroyed

When property is consumed or destroyed, ownership rights to such property terminate.

Article 243. Property subject to compulsory purchase

In cases where the State expropriates property in accordance with the law, the ownership rights of the owner over that property shall terminate from the time the decision of the competent state authority takes legal effect.

Article 244. Confiscated property

When the owner's property is confiscated and transferred to the State treasury due to a crime or administrative violation, ownership of that property shall terminate from the time the judgment or decision of the Court or other competent State agency takes legal effect.

Chapter XIV. OTHER RIGHTS OVER PROPERTY

Section 1. RIGHTS TO ADJACENT REAL PROPERTY

Article 245. Rights to adjacent real estate

The right to adjacent real estate is the right exercised on one piece of real estate (referred to as the real estate subject to the right) for the purpose of exploiting another piece of real estate owned by another person (referred to as the real estate benefiting from the right).

Article 246. Basis for establishing rights to adjacent real estate

Rights to adjacent real property are established based on natural topography, in accordance with the law, by agreement, or by will.

Article 247. Effect of rights to adjacent real estate

Rights to adjacent real estate are effective against all individuals and legal entities and are transferred when the real estate is transferred, unless otherwise provided by relevant law.

Article 248. Principles for exercising rights to adjacent real estate

The exercise of rights over adjacent real estate shall be based on an agreement between the parties. In the absence of an agreement, the following principles shall apply:

1. Ensure the reasonable needs of exploiting the real estate enjoying the right in accordance with the purpose of use of both the real estate enjoying the right and the real estate subject to the right;
2. The rights over the affected real estate shall not be abused;
3. No acts shall be committed that obstruct or make it difficult to exercise rights over the property benefiting from such rights.

Article 249. Changes in the exercise of rights over adjacent real estate

In case there is a change in the use or exploitation of the servient estate that leads to a change in the exercise of rights over the dominant estate, the owner of the servient estate must notify the owner of the dominant estate in advance within a reasonable period of time. The owner of the servient estate must create favorable conditions for the owner of the dominant estate in accordance with this change.

Article 250. Obligations of owners regarding rainwater drainage

Owners of houses and other structures must install drainage systems so that rainwater from their roofs and structures does not flow onto the property of adjacent property owners.

Article 251. Obligations of owners regarding wastewater drainage

Owners of houses and other structures must construct underground sewers or drainage ditches to discharge wastewater to designated locations, ensuring that wastewater does not overflow onto the property of adjacent property owners, onto public roads, or into public living areas.

Article 252. Rights regarding water supply and drainage through adjacent properties

Where the natural location of the property necessitates the supply or drainage of water through another property, the owner of the property through which the water flows must provide a suitable supply or drainage route and must not obstruct or prevent the flow of water.

The user of the water supply and drainage route must minimize damage to the owner of the property through which the water flows when installing the water conduit; if damage is caused, compensation must be paid. In cases where natural water flows from a high location to a low location and causes damage to the owner of the property through which the water flows, the user of the water supply and drainage route is not liable for compensation for the damage.

Article 253. Rights to irrigation and drainage in cultivation

Persons with the right to use agricultural land who need irrigation or drainage may request persons using surrounding land to provide them with an appropriate and convenient water conduit for irrigation or drainage; the requested persons shall fulfill such requests; if the use of the water conduit causes damage to persons using surrounding land, compensation must be paid.

Article 254. Right of Way

1. Owners of real estate surrounded by real estate owned by other owners without or with insufficient access to public roads have the right to request the owners of the surrounding real estate to provide them with reasonable access on their land.

The right of way shall be established on the adjacent real estate that is considered the most convenient and reasonable, taking into account the specific characteristics of the location, the interests of the enclosed real estate, and the least damage caused to the real estate on which the right of way is established.

The owner of the property enjoying the right of way must compensate the owner of the property affected by the right of way, unless otherwise agreed.

2. The location, length, width, and height of the right of way shall be agreed upon by the parties, ensuring convenience for passage and causing minimal inconvenience to the parties; if there is a dispute over the right of way, the parties have the right to request the Court or other competent state agency to determine it.

3. Where real estate is divided into multiple parts for different owners or users, the division must provide a necessary right of way for the interior party in accordance with Clause 2 of this Article without compensation.

Article 255. Installing power lines and communication lines across other real estate

The owner of real estate has the right to install power lines and communication lines across the real estate of other owners in a reasonable manner, but must ensure safety and convenience for those owners; if damage is caused, compensation must be paid.

Article 256. Termination of rights to adjacent real estate

Rights over adjacent real estate shall terminate in the following cases:

1. The property enjoying the right and the property subject to the right are owned by the same person;
2. The use or exploitation of the real estate no longer gives rise to the need for the right;
3. By agreement of the parties;
4. Other cases as provided by law.

Article 257. Right of Usufruct

The right of use is the right of a person to exploit the utility and enjoy the fruits and profits of property owned by another person for a specified period.

Article 258. Basis for establishing the right of usufruct

The right of use is established in accordance with the law, by agreement, or by will.

Article 259. Effect of the right of usufruct

The right of usufruct is established from the time of transfer of the property, unless otherwise agreed or otherwise provided by relevant law.

The established right of use is effective against all individuals and legal entities, unless otherwise provided by relevant law.

Article 260. Term of the right of usufruct

1. The term of the right of usufruct shall be agreed upon by the parties or prescribed by law, but shall not exceed the lifetime of the first usufructuary if the usufructuary is an individual, and shall not exceed 30 years if the first usufructuary is a legal entity, but shall terminate upon the dissolution of the legal entity.

2. The usufructuary has the right to lease the usufruct right within the term specified in paragraph 1 of this Article.

Article 261. Rights of the usufructuary

1. To exploit, use, and collect profits and income from the subject matter of the usufruct right, either personally or by authorizing others to do so.

2. To request the owner of the property to fulfill the obligation to repair the property in accordance with Clause 4 of Article 263 of this Code; in the case of fulfilling the obligation on behalf of the owner of the property, the beneficiary has the right to request the owner of the property to reimburse the costs.

3. Lease the right of usufruct over the property.

Article 262. Obligations of the usufructuary

1. Accept the property in its current condition and register it if required by law.

2. Use the property in accordance with its intended purpose and use.

3. Maintain and preserve the property as if it were their own.

4. Maintain and repair the property periodically to ensure normal use; restore the property to its original condition and remedy any adverse effects on the property resulting from failure to properly fulfill obligations in accordance with technical requirements or customary practices for property preservation.

5. Return the property to the owner upon expiration of the period of use.

Article 263. Rights and obligations of property owners

1. Dispose of the property but may not alter the established right of use.

2. Request the Court to revoke the right of use in cases where the user seriously violates their obligations.

3. Not to obstruct or engage in other acts that cause difficulties or infringe upon the lawful rights and interests of the user.

4. Perform the obligation to repair the property to ensure that it does not deteriorate significantly to the extent that it becomes unusable or loses all its utility or value.

Article 264. Right to Enjoyment of Fruits and Income

1. The user has the right to own the fruits and income derived from the property subject to the right of use during the period when this right is in effect.

2. If the usufruct right terminates before the due date for collecting fruits and income, the usufructuary shall be entitled to the value of the fruits and income corresponding to the period during which they had the usufruct right.

Article 265. Termination of Usufruct

The right of usufruct terminates in the following cases:

1. The term of the usufruct right has expired;
2. By agreement of the parties;
3. The beneficiary becomes the owner of the property subject to the right of use;
4. The user renounces or fails to exercise the right of use within the time limit prescribed by law;
5. The property subject to the right of use no longer exists;
6. By court order;
7. Other grounds as prescribed by law.

Article 266. Return of property upon termination of usufruct

The property subject to the right of usufruct must be returned to the owner upon termination of the right of usufruct, unless otherwise agreed or otherwise provided by law.

Section 3. SURFACE RIGHTS

Article 267. Surface Rights

Surface rights are the rights of a person to the surface of the land, water, airspace above the land and water, **and the subsoil**, where the land use rights belong to another person.

Article 268. Basis for establishing surface rights

Surface rights are established in accordance with **the law, by** agreement, or by will.

Article 269. Effectiveness of surface rights

Surface rights take effect from the time the entity with land use rights transfers the land, water, airspace above the land, water, and **subsoil to the entity with surface rights**, unless otherwise agreed or otherwise provided by relevant laws.

Surface rights are effective against all individuals and legal entities, unless otherwise provided by relevant laws.

Article 270. Term of surface rights

1. The term of surface rights shall be determined in accordance with the provisions of the law, by agreement, or by will, but shall not exceed the term of land use rights.

2. If the agreement or will does not specify the term of surface rights, each party has the right to terminate these rights at any time, but must notify the other party in writing at least 06 months in advance.

Article 271. Content of surface rights

1. The holder of surface rights has the right to exploit and use the land, water surface, airspace above the land and water surface, and subsoil belonging to the land use rights of another person to construct works, plant trees, and cultivate crops, but may not violate the provisions of this Code, laws on land, construction, planning, natural resources, minerals, and other relevant legal provisions.

2. The holder of surface rights has ownership rights over assets created in accordance with paragraph 1 of this Article.

3. In cases where surface rights are transferred in part or in full, the transferee shall inherit the surface rights under the conditions and within the scope corresponding to the transferred portion of the surface rights.

Article 272. Termination of surface rights

Surface rights terminate in the following cases:

1. **The term for exercising surface rights has expired;**

2. The surface rights holder and the land use rights holder are the same person;
3. The holder of the surface rights renounces their rights;
4. The land use right with surface rights is revoked in accordance with the provisions of the Land Law;
5. By agreement of the parties or as provided by law.

Article 273. Disposition of property when surface rights terminate

1. When surface rights terminate, the holder of surface rights must return the land, water, airspace above the land and water, and subsoil to the holder of land use rights in accordance with the agreement or the provisions of the law.

2. The surface rights holder must dispose of their property before the surface rights terminate, unless otherwise agreed.

If the surface rights holder does not dispose of the property before the surface rights terminate, ownership of that property shall belong to the land use rights holder from the time the surface rights terminate, unless the land use rights holder does not accept the property.

If the land use right holder does not accept the property but must dispose of it, the surface right holder must pay the disposal costs.

PART THREE. OBLIGATIONS AND CONTRACTS

CHAPTER XV. GENERAL PROVISIONS

Section 1. BASIS FOR THE ARISING AND SUBJECT MATTER OF OBLIGATIONS

Article 274. Obligations

An obligation is an act whereby one or more parties (hereinafter referred to collectively as the obligor) must transfer property, transfer rights, pay money or negotiable instruments, perform work, or refrain from performing certain work for the benefit of one or more other parties (hereinafter referred to collectively as the obligee).

Article 275. Basis for the Creation of Obligations

Obligations arise from the following grounds:

1. Contract;
2. Unilateral legal acts;
3. Performance of work without authorization;
4. Possession, use of property, or obtaining property benefits without legal basis;
5. Causing damage through unlawful acts;
6. Other grounds as prescribed by law.

Article 276. Subject matter of the obligation

1. The subject matter of the obligation is property, work that must be performed or not performed.

2. The subject matter of the obligation must be determined.

Section 2. PERFORMING DUTIES

Article 277. Place of Performance of Obligations

1. The place of performance of obligations shall be agreed upon by the parties.
2. In the absence of an agreement, the place of performance shall be determined as follows:
 - a) The location of the real estate, if the subject matter of the obligation is real estate;

b) The place of residence or headquarters of the party with the right, if the subject matter of the obligation is not real estate.

If the party entitled to the obligation changes its place of residence or headquarters, it must notify the party obligated to perform the obligation and bear the increased costs resulting from the change of place of residence or headquarters, unless otherwise agreed.

Article 278. Time limit for performing obligations

1. The time limit for performing the obligation shall be agreed upon by the parties, in accordance with the provisions of law, or as determined by the competent authority.

2. The obligated party must perform the obligation within the time limit, unless otherwise provided by this Code or other relevant laws.

If the obligated party voluntarily performs the obligation before the deadline and the entitled party accepts the performance, the obligation shall be deemed to have been fulfilled on time.

3. Where the time limit for performing the obligation cannot be determined in accordance with paragraph 1 of this Article, either party may perform the obligation or request performance of the obligation at any time, but must notify the other party in advance within a reasonable period of time.

Article 279. Performance of the obligation to deliver goods

1. The party obligated to deliver the goods must preserve and maintain the goods until delivery.

2. If the goods to be delivered are specific goods, the party obligated to deliver must deliver the exact goods and in the exact condition as agreed; if they are goods of the same type, they must be delivered in the exact quantity and quality as agreed, and if there is no agreement on quality, they must be delivered with average quality; if they are integrated goods, they must be delivered as an integrated set.

3. The party obligated to deliver the goods shall bear all costs related to the delivery, unless otherwise agreed.

Article 280. Performance of the obligation to pay

1. The obligation to pay must be fulfilled in full, on time, at the agreed location, and in the agreed manner.

2. The obligation to pay includes interest on the principal debt, unless otherwise agreed.

Article 281. Obligation to perform or refrain from performing a task

1. The obligation to perform a task is an obligation under which the obligated party must properly perform that task.

2. The obligation not to perform a task is an obligation under which the obligated party must not perform that task.

Article 282. Performance of obligations on a periodic basis

Obligations are performed periodically in accordance with an agreement, legal provisions, or a decision by a competent authority.

A delay in performing an obligation on a periodic basis is also considered a delay in performing the obligation.

Article 283. Performance of obligations through a third party

With the consent of the entitled party, the obligated party may authorize a third party to perform the obligation on its behalf but remains liable to the entitled party if the third party fails to perform or improperly performs the obligation.

Article 284. Performance of conditional obligations

1. Where the parties have agreed or the law provides for conditions for the performance of obligations, the obligated party must perform when the conditions arise.

2. If the condition does not occur or occurs due to the influence of one party, the provisions of paragraph 2 of Article 120 of this Code shall apply.

Article 285. Performance of obligations with discretionary objects

1. An obligation with an object of discretionary choice is an obligation where the object is one of several different assets or tasks and the obligated party may choose at its discretion, except where there is an agreement or the law provides that the right of choice belongs to the entitled party.

2. The obligated party must notify the entitled party of the property or work selected to fulfill the obligation. If the entitled party has specified a time limit for fulfilling the selected obligation, the obligated party must complete it within that time limit.

3. If only one asset or one type of work remains, the obligated party must deliver that asset or perform that work.

Article 286. Performance of substitute obligations

An alternative obligation is an obligation that the obligated party may perform if they cannot perform the original obligation, provided that the entitled party has accepted such alternative obligation.

Article 287. Separate performance of obligations

When multiple persons are jointly obligated to perform an obligation, but each person has a specific and separate portion of the obligation, each person is only required to perform their own portion of the obligation.

Article 288. Performance of joint obligations

1. A joint obligation is an obligation that must be performed by multiple persons, and the entitled party may require any of the obligated persons to perform the entire obligation.

2. If one person has performed the entire obligation, they have the right to demand that the other persons with joint obligations perform their respective parts of the joint obligation to them.

3. If the entitled party has designated one of the persons with joint obligations to perform the entire obligation, but subsequently exempts that person, the remaining persons are also exempt from performing the obligation.

4. Where the entitled party exempts only one of the persons with joint obligations from performing their part of the obligation, the others shall still be jointly liable for performing their part of the obligation.

Article 289. Performance of obligations to multiple persons with joint rights

1. An obligation to multiple persons with joint rights is an obligation under which each person with such rights may demand that the obligated party perform the entire obligation.

2. The obligated party may perform its obligations to any of the persons with joint rights.

3. If one of the persons with joint rights exempts the obligated party from performing the part of the obligation owed to them, the obligated party must still perform the remaining part of the obligation to the other persons with joint rights.

Article 290. Performance of a divisible obligation

1. A divisible obligation is an obligation whose subject matter can be divided into several parts for performance.

2. The obligated party may perform each part of the obligation, unless otherwise agreed.

Article 291. Performance of non-divisible obligations

1. A non-divisible obligation is an obligation whose subject matter must be performed simultaneously.

2. Where multiple persons are jointly obligated to perform a non-divisible obligation, they must perform the obligation simultaneously.

Section 3. ENSURING THE PERFORMANCE OF OBLIGATIONS

Subsection 1. GENERAL PROVISIONS

Article 292. Measures to ensure the performance of obligations

Measures to ensure the fulfillment of obligations include:

1. Pledge of property;
2. Mortgage of property;
3. Deposit;
4. Signing a guarantee;
5. Deposit;
6. Retention of title;
7. Guarantee;
8. Credit;
9. Possession of property.

Article 293. Scope of secured obligations

1. Obligations may be secured in part or in full by agreement or by law; if there is no agreement and the law does not specify the scope of security, the obligation shall be deemed to be secured in full, including obligations to pay interest, penalties, and damages.

2. Secured obligations may be current obligations, future obligations, or conditional obligations.

3. In the case of securing future obligations, the obligation formed within the security period is the secured obligation, unless otherwise agreed.

Article 294. Securing the performance of future obligations

1. In the case of securing the performance of future obligations, the parties have the right to specifically agree on the scope of the secured obligation and the term for performing the secured obligation, unless otherwise provided by law.

2. When a future obligation is formed, the parties are not required to re-establish security measures for that obligation.

Article 295. Collateral

1. Collateral must be owned by the collateral provider, except in cases of retention of title.

2. Collateral may be described in general terms, but must be identifiable.

3. Collateral may be existing property or property to be formed in the future.

4. The value of the collateral may be greater than, equal to, or less than the value of the secured obligation.

Article 296. A single asset used to secure multiple obligations

1. An asset may be used to secure the performance of multiple obligations if its value at the time of establishing the security transaction is greater than the total value of the secured obligations, unless otherwise agreed or otherwise provided by law.

2. Where an asset is used to secure multiple obligations, the securing party must notify the secured party that the secured asset is being used to secure other obligations. Each security arrangement must be documented in writing.

3. In the event that the asset must be disposed of to perform a due obligation, other obligations that are not yet due shall be deemed due, and all parties receiving the security shall participate in the disposal of the asset. The party receiving the security who has notified the disposal of the asset shall be responsible for disposing of the asset, unless the parties receiving the security agree otherwise.

If the parties wish to continue performing obligations that are not yet due, they may agree that the guarantor shall use other assets to guarantee the performance of such obligations.

Article 297. Effect against third parties

1. Security measures become effective against third parties from the time the security measure is registered or the secured party takes possession or control of the collateral.

2. When a security measure becomes effective against third parties, the secured party has the right to claim the collateral and the right to payment in accordance with Article 308 of this Code and other relevant laws.

Article 298. Registration of Security Measures

1. Security measures shall be registered in accordance with an agreement or as prescribed by law.

Registration is a condition for the security transaction to be effective only if the law so provides.

2. If registered, the security measure becomes effective against third parties from the time of registration.

3. The registration of security measures shall be carried out in accordance with the provisions of the law on the registration of security measures.

Article 299. Cases of disposal of secured assets

1. Upon the maturity of the secured obligation, the obligor fails to perform or performs the obligation improperly.

2. The obligor must perform the secured obligation before the due date due to a breach of the obligation under the agreement or as prescribed by law.

3. Other cases agreed upon by the parties or as provided by law.

Article 300. Notice of disposal of collateral

1. Before disposing of collateral, the collateral recipient must provide written notice within a reasonable timeframe regarding the disposal of collateral to the collateral provider and other co-recipients of collateral.

For collateral at risk of damage leading to a reduction in value or total loss of value, the secured party has the right to dispose of it immediately, while also notifying the collateral provider and other secured parties of the disposal of such collateral.

2. If the secured party fails to notify the collateral provider and other secured parties of the disposition of the collateral as required under paragraph 1 of this Article and causes damage, the secured party shall compensate the collateral provider and other secured parties.

Article 301. Transfer of collateral for disposal

The person holding the collateral property shall be obligated to deliver the collateral property to the collateral recipient for disposal in any of the cases specified in Article 299 of this Code.

If the person holding the collateral fails to deliver it, the collateral recipient has the right to request the court to resolve the matter, unless otherwise provided by relevant laws.

Article 302. Right to reclaim collateral

Before the collateral is disposed of, if the collateral provider has fully performed their obligations to the collateral taker and paid the costs incurred due to the delay in performing their obligations, they have the right to reclaim the collateral, unless otherwise provided by law.

Article 303. Methods of disposing of pledged or mortgaged property

1. The collateral provider and the collateral recipient have the right to agree on one of the following methods for disposing of pledged or mortgaged property:

a) Auctioning the property;

b) The secured party may sell the property on its own;

c) The secured party taking possession of the property as a substitute for the secured party's performance of its obligations;

d) Other methods.

2. In the absence of an agreement on the method of disposing of the collateralized property as provided for in paragraph 1 of this Article, the property shall be sold at auction, unless otherwise provided by law.

Article 304. Sale of pledged and mortgaged assets

1. The auction of pledged or mortgaged assets shall be conducted in accordance with the law on the auction of assets.

2. The self-sale of pledged or mortgaged property by the secured party shall be conducted in accordance with the provisions on the sale of property in this Code and the following provisions:

a) Payment of the proceeds from the disposal of the property shall be made in accordance with the provisions of Article 307 of this Code;

b) After the results of the sale of the property are obtained, the owner of the property and the party entitled to dispose of the property must carry out the procedures in accordance with the law to transfer ownership of the property to the purchaser of the property.

Article 305. Receiving the secured property itself in lieu of the performance of the secured party's obligations

1. The secured party shall have the right to receive the secured property in lieu of the performance of the secured party's obligations if there is an agreement when establishing the security transaction.

2. In the absence of an agreement as provided for in paragraph 1 of this Article, the secured party may only receive the collateral property in lieu of the performance of obligations if the obligor agrees in writing.

3. If the value of the collateral exceeds the value of the secured obligation, the secured party must pay the difference to the collateral provider; if the value of the collateral is less than the value of the secured obligation, the unpaid portion of the obligation becomes unsecured.

4. The guarantor shall be obligated to carry out the procedures for transferring ownership of the property to the beneficiary in accordance with the provisions of the law.

Article 306. Valuation of collateral

1. The guarantor and the beneficiary have the right to agree on the value of the collateral or to have it appraised by a property appraisal organization when disposing of the collateral.

In the absence of an agreement, the property shall be appraised through a property appraisal organization.

2. The valuation of collateral assets must be objective and consistent with market prices.

3. The appraisal organization shall compensate for any damages caused by unlawful acts that result in losses to the collateral provider or the collateral recipient during the appraisal of collateral assets.

Article 307. Payment of proceeds from the disposal of pledged or mortgaged assets

1. The proceeds from the disposal of pledged or mortgaged assets, after payment of the costs of preserving, seizing, and disposing of the pledged or mortgaged assets, shall be paid in the order of priority specified in Article 308 of this Code.

2. If the proceeds from the disposal of pledged or mortgaged assets, after deducting the costs of preserving, seizing, and disposing of the pledged or mortgaged assets, exceed the value of the secured obligation, the excess amount shall be paid to the secured party.

3. If the amount obtained from the disposal of pledged or mortgaged property after payment of the costs of preserving, seizing, and disposing of the pledged or mortgaged property is less than the value of the secured obligation, the unpaid portion of the obligation shall be deemed an unsecured obligation, unless the parties have agreed to supplement the security. The secured party has the right to request the secured party to perform the unpaid portion of the obligation.

Article 308. Priority order of payment among parties receiving collateral

1. When an asset is used to secure multiple obligations, the priority of payment among parties receiving collateral is determined as follows:

a) Where all security measures are effective against third parties, the order of payment shall be determined according to the order in which the security measures became effective against third parties;

b) Where some security measures take effect against third parties and others do not, the obligations secured by measures taking effect against third parties shall be paid first;

c) Where none of the security measures are effective against third parties, the order of payment shall be determined according to the order in which the security measures were established.

2. The priority order of payment specified in paragraph 1 of this Article may be changed if the parties receiving security agree to change the priority order of payment among themselves. **The party with priority payment rights shall only be given priority payment within the scope of the security of the party to whom it has transferred its rights.**

Subsection 2. PLEDGE OF PROPERTY

Article 309. Pledge of Property

A pledge of property is an act whereby one party (hereinafter referred to as the pledgor) transfers property owned by it to the other party (hereinafter referred to as the pledgee) to secure the performance of an obligation.

Article 310. Effectiveness of property pledge

1. A pledge agreement takes effect from the time of its conclusion, unless otherwise agreed or provided by law.

2. Pledging of property is effective against third parties from the time the pledgee takes possession of the pledged property.

In cases where real estate is the subject of a pledge as prescribed by law, the pledge of real estate is effective against third parties from the time of registration.

Article 311. Obligations of the pledgor

1. Deliver the pledged property to the pledgee in accordance with the agreement.

2. Notify the pledgee of any third party rights to the pledged property, if any; **if no notification is given, the pledgee has the right to cancel the property pledge agreement and claim damages or maintain the agreement and accept the third party's rights to the pledged property.**

3. Pay the pledgee reasonable costs for preserving the pledged property, unless otherwise agreed.

Article 312. Rights of the Pledgor

1. Request the pledgee to cease using the pledged property in the case specified in Clause 3, Article 314 of this Code if such use risks causing the pledged property to lose or decrease in value.

2. Request the pledgee to return the pledged property and related documents, if any, when the obligation secured by the pledge is terminated.

3. Request the pledgee to compensate for any damage incurred to the pledged property.

4. Sell, replace, exchange, or donate the pledged property if the pledgee agrees or as provided by law.

Article 313. Obligations of the pledgee

1. Safeguard and maintain the pledged property; if the pledged property is lost, misplaced, or damaged, the pledgee must compensate the pledgor for the resulting damages.

2. Not to sell, exchange, gift, or use the pledged property to secure the performance of other obligations.

3. Not to lease, lend, exploit the utility, or enjoy the profits or income from the pledged property, unless otherwise agreed.

4. Return the pledged property and related documents, if any, when the obligation secured by the pledge is terminated or replaced by another security measure.

Article 314. Rights of the pledgee

1. Request the person unlawfully possessing or using the pledged property to return it.

2. Dispose of the pledged property in accordance with the agreed method or as prescribed by law.

3. To lease, lend, or exploit the pledged property and enjoy the profits and income from the pledged property, if agreed upon.

4. To be reimbursed for reasonable costs incurred in preserving the pledged property when returning it to the pledgee.

Article 315. Termination of Pledge of Property

A pledge of property terminates in the following cases:

1. The obligation secured by the pledge is terminated;

2. The pledge of the property is canceled or replaced by another security measure;

3. The pledged property has been disposed of;

4. By agreement of the parties.

Article 316. Return of pledged property

When the pledge of property is terminated in accordance with paragraphs 1 and 2 of Article 315 of this Code or by agreement of the parties, the pledged property and documents related to the pledged property shall be returned to the pledgor. Profits and income derived from the pledged property shall also be returned to the pledgor, unless otherwise agreed.

Subsection 3. MORTGAGE OF PROPERTY

Article 317. Pledge of Property

1. A pledge of property is an act whereby one party (hereinafter referred to as the pledgor) uses property owned by it to secure the performance of an obligation without transferring the property to the other party (hereinafter referred to as the pledgee).

2. The mortgaged property shall be held by the mortgagor. The parties may agree to entrust the mortgaged property to a third party.

Article 318. Collateral

1. In the case of mortgaging the entire real estate or movable property with accessories, the accessories of such real estate or movable property shall also be part of the mortgaged property, unless otherwise agreed.

2. In the case of mortgaging a part of real estate or movable property with appurtenances, the appurtenances attached to such property shall be part of the mortgaged property, unless otherwise agreed.

3. In the case of mortgaging land use rights where the property attached to the land is owned by the mortgagor, the property attached to the land shall also be part of the mortgaged property, unless otherwise agreed.

4. If the collateralized property is insured, the collateral recipient must notify the insurance company that the insured property is being used as collateral. **The insurance company shall pay the insurance proceeds directly to the collateral recipient when an insured event occurs.**

If the mortgagee fails to notify the insurance company that the insured property is being used as collateral, the insurance company shall pay the insurance proceeds in accordance with the insurance contract, and the mortgagor shall be obligated to pay the mortgagee.

Article 319. Effectiveness of property collateral

1. A property mortgage contract takes effect from the time of conclusion, unless otherwise agreed or otherwise provided by law.
2. The pledge of property becomes effective against third parties from the time of registration.

Article 320. Obligations of the mortgagor

1. Deliver documents related to the mortgaged property if the parties have agreed, unless otherwise provided by law.
2. Preserve and maintain the mortgaged property.
3. Take necessary measures to remedy the situation, including ceasing the use of the mortgaged property if such use risks diminishing or reducing its value.
4. If the collateral property is damaged, the mortgagor must repair or replace it with another property of equivalent value within a reasonable time, unless otherwise agreed.
5. Provide information on the current status of the collateral to the collateral recipient.
6. Deliver the collateral to the collateral recipient for disposal when one of the cases for disposal of collateral specified in Article 299 of this Code applies.
7. Notify the mortgagee of any third-party rights to the mortgaged property, if any; if no notification is provided, the mortgagee has the right to terminate the mortgage agreement and claim compensation for damages or maintain the agreement and accept the third-party rights to the mortgaged property.
8. The collateral may not be sold, replaced, exchanged, or gifted, except in the cases specified in paragraphs 4 and 5 of Article 321 of this Code.

Article 321. Rights of the mortgagor

1. To use the mortgaged property, enjoy its fruits and profits, except where such fruits and profits are also mortgaged property under an agreement.
2. To invest to increase the value of the collateral.
3. To receive back the collateral held by a third party and the documents related to the collateral held by the mortgagee when the obligation secured by the mortgage is terminated or replaced by another security measure.
4. Sell, replace, or exchange the collateral if it is goods circulating in the production or business process. In this case, the right to request the buyer to pay the money, the amount received, the assets formed from the amount received, the replaced or exchanged assets shall become collateral.

If the collateral is a warehouse, the mortgagor has the right to replace the goods in the warehouse, but must ensure that the value of the goods in the warehouse remains as agreed.

5. Collateral assets that are not goods circulating in the production and business process may be sold, exchanged, or gifted if the collateral recipient agrees or in accordance with the law.
6. The collateral may be leased or lent, but the lessee or borrower must be notified that the leased or lent property is being used as collateral, and the pledgee must also be notified.

Article 322. Obligations of the mortgagee

1. Return the documents to the mortgagor after the termination of the mortgage in cases where the parties have agreed that the mortgagee shall retain the documents related to the mortgaged property.
2. Carry out procedures for handling the pledged property in accordance with the provisions of the law.

Article 323. Rights of the mortgagee

1. Inspect and examine the collateral property directly, but shall not obstruct or hinder the formation, use, or exploitation of the collateral property.
2. Request the mortgagor to provide information on the current status of the mortgaged property.

3. Request the mortgagor to take necessary measures to preserve the collateral and its value in cases where there is a risk of loss or reduction in value due to exploitation or use.

4. Register the collateral in accordance with the law.

5. Require the mortgagor or a third party holding the mortgaged property to transfer the property to the creditor for disposal if the mortgagor fails to perform or improperly performs their obligations.

6. Retain documents related to the mortgaged property in cases where the parties have agreed, unless otherwise provided by law.

7. Dispose of the collateral property in cases specified in Article 299 of this Code.

Article 324. Rights and obligations of the third party holding the collateral

1. A third party holding collateral property has the following rights:

a) To utilize the collateral property, if agreed upon;

b) To be paid compensation and expenses for the preservation and maintenance of the collateral, unless otherwise agreed.

2. A third party holding collateral property shall have the following obligations:

a) To preserve and maintain the collateral; if the collateral is lost, its value is diminished, or its value is reduced, compensation must be paid;

b) Not to continue exploiting the use of the collateral if such exploitation risks causing the loss or reduction of the value of the collateral;

c) Return the collateral to the mortgagee or mortgagor in accordance with the agreement or the provisions of the law.

Article 325. Pledging land use rights without pledging assets attached to the land

1. In cases where land use rights are mortgaged without mortgaging assets attached to the land and the land user is also the owner of the assets attached to the land, the assets to be disposed of shall include the assets attached to the land, unless otherwise agreed.

2. In cases where the right to use land is mortgaged and the land user is not also the owner of the property attached to the land, when the right to use land is disposed of, the owner of the property attached to the land may continue to use the land within the scope of their rights and obligations; the rights and obligations of the mortgagor in relation to the owner of the property attached to the land shall be transferred to the transferee of the land use right, unless otherwise agreed.

Article 326. Mortgage of property attached to land without mortgaging land use rights

1. In cases where only property attached to land is mortgaged without mortgaging the land use right and the owner of the property attached to the land is also the land user, the property shall be handled as including the land use right, unless otherwise agreed.

2. In cases where only property attached to land is mortgaged without mortgaging the land use right and the owner of the property attached to land is not also the land user, when disposing of the property attached to land, the transferee of the ownership of the property attached to land may continue to use the land within the scope of the rights and obligations of the owner of the property attached to land being transferred, unless otherwise agreed.

Article 327. Termination of property mortgage

A mortgage over property terminates in the following cases:

1. The obligation secured by the mortgage is terminated;

2. The mortgage is canceled or replaced by another security measure;

3. The mortgaged property has been disposed of;

4. By agreement of the parties.

Subsection 4. DEPOSIT, SECURITY DEPOSIT, SECURITY DEPOSIT

Article 328. Deposit

1. A deposit is when one party (hereinafter referred to as the depositor) gives the other party (hereinafter referred to as the recipient) a sum of money or precious metals, precious stones, or other valuable items (hereinafter collectively referred to as deposit assets) for a period of time to secure the conclusion or performance of a contract.

2. If the contract is concluded and performed, the deposit shall be returned to the depositor or deducted to fulfill the payment obligation; if the depositor refuses to conclude or perform the contract, the deposit shall belong to the recipient of the deposit; if the receiving party refuses to conclude or perform the contract, they must return the deposit to the depositing party and pay an amount equivalent to the value of the deposit, unless otherwise agreed.

Article 329. Pledge

1. A security deposit is when the lessee of movable property gives the lessor a sum of money or precious metals, precious stones, or other valuable items (hereinafter collectively referred to as security deposit property) for a period of time to guarantee the return of the leased property.

2. If the leased property is returned, the lessee shall receive back the security deposit after paying the rent; if the lessee fails to return the leased property, the lessor shall have the right to reclaim the leased property; if the leased property no longer exists to be returned, the security deposit shall belong to the lessor.

Article 330. Deposit

1. A deposit is the act of the obligated party depositing a sum of money, precious metals, precious stones, or negotiable instruments into a blocked account at a credit institution to ensure the performance of the obligation.

2. If the obligated party fails to perform or improperly performs its obligations, the entitled party may request the financial institution where the security deposit is held to make payment and compensate for damages caused by the obligated party, after deducting service fees.

3. The procedures for deposit and payment shall be carried out in accordance with the provisions of the law.

Subsection 5. RESERVATION OF OWNERSHIP

Article 331. Retention of Title

1. In a sales contract, the seller may retain ownership of the property until the payment obligation is fully fulfilled.

2. Retention of title must be established in a separate document or recorded in the sales contract.

3. Retention of title becomes effective against third parties from the time of registration.

Article 332. Right to reclaim property

If the buyer fails to fulfill their payment obligations to the seller as agreed, the seller has the right to reclaim the property. The seller shall refund the buyer the amount paid by the buyer after deducting the depreciation value of the property due to use. If the buyer loses or damages the property, the seller has the right to claim compensation for damages.

Article 333. Rights and obligations of the buyer of property

1. Use the property and enjoy the fruits and income from the property during the period of retention of title.

2. Bear the risks associated with the property during the retention of title period, unless otherwise agreed.

Article 334. Termination of retention of title

Retention of title shall terminate in the following cases:

1. The obligation to pay the seller has been fulfilled;
2. The seller has taken back the property subject to retention of title;
3. By agreement of the parties.

Subsection 6. GUARANTEE

Article 335. Guarantee

1. A guarantee is an undertaking by a third party (hereinafter referred to as the guarantor) to the entitled party (hereinafter referred to as the beneficiary) to perform the obligation on behalf of the obligated party (hereinafter referred to as the principal), if the principal fails to perform or improperly performs the obligation when it becomes due.

2. The parties may agree that the guarantor shall only perform the obligation on behalf of the guaranteed party in the event that the guaranteed party is unable to perform the guaranteed obligation.

Article 336. Scope of Guarantee

1. The guarantor may undertake to guarantee part or all of the obligations of the guaranteed party.

2. The guarantee obligation includes interest on the principal debt, penalties, compensation for damages, and interest on late payments, unless otherwise agreed.

3. The parties may agree to use collateral to secure the performance of the guarantee obligation.

4. If the guaranteed obligation is a future obligation, the scope of the guarantee does not include obligations arising after the guarantor's death or the termination of the guarantor's legal entity.

Article 337. Remuneration

The guarantor is entitled to remuneration if the guarantor and the guaranteed party have agreed.

Article 338. Multiple Guarantors

When multiple persons jointly guarantee an obligation, they shall be jointly and severally liable for the guarantee, unless there is an agreement or the law provides for separate guarantees; the entitled party may request any of the jointly and severally liable guarantors to perform the entire obligation.

When one of the jointly and severally liable guarantors has performed the entire obligation on behalf of the guaranteed party, they have the right to request the remaining guarantors to perform their respective obligations to them.

Article 339. Relationship between the guarantor and the beneficiary

1. If the principal fails to perform or improperly performs his/her obligations, the beneficiary has the right to request the guarantor to perform the guarantee obligations, unless the parties have agreed that the guarantor shall only perform the obligations on behalf of the principal if the principal is unable to perform the obligations.

2. The beneficiary may not request the guarantor to perform the obligation on behalf of the guaranteed party before the obligation becomes due.

3. The guarantor is not required to perform the guarantee obligation if the beneficiary can offset the obligation with the guaranteed party.

Article 340. Rights of the guarantor

The guarantor has the right to request the guaranteed party to perform its obligations to the guarantor within the scope of the guarantee obligations already performed, unless otherwise agreed.

Article 341. Exemption from performing the guarantee obligation

1. Where the guarantor must perform the guarantee obligation and the beneficiary exempts the guarantor from performing the obligation, the guaranteed party shall not be required to perform the obligation to the beneficiary, unless otherwise agreed or provided by law.

2. Where only one of several joint guarantors is exempted from performing their part of the guarantee obligation, the others shall still be required to perform their guarantee obligations.

3. If one of the joint guarantors exempts the guarantor from performing the obligation to him, the guarantor must still perform the remaining obligation to the other joint guarantors.

Article 342. Civil Liability of the Guarantor

1. If the guaranteed party fails to perform or improperly performs its obligations, the guarantor must perform those obligations.

2. If the guarantor fails to properly perform the guarantee obligation, the beneficiary has the right to demand that the guarantor pay the value of the breached obligation and compensate for damages.

Article 343. Termination of Guarantee

The guarantee terminates in the following cases:

1. The guaranteed obligation is terminated;
2. The guarantee is revoked or replaced by another security measure;
3. The guarantor has fulfilled the guarantee obligation;
4. By agreement of the parties.

Subsection 7. CREDIT GUARANTEE

Article 344. Credit guarantee by political and social organizations

Political-social organizations at the grassroots level may provide credit guarantees for individuals and poor households to borrow money from credit institutions for production, business, and consumption in accordance with the law.

Article 345. Form and content of credit guarantees

Loans secured by credit guarantees must be documented in writing and certified by the political-social organization providing the credit guarantee regarding the conditions and circumstances of the borrower.

The credit guarantee agreement must specify the amount, purpose, loan term, interest rate, rights, obligations, and responsibilities of the borrower, the lending credit institution, and the political-social organization providing the credit guarantee.

Subsection 8. POSSESSION OF PROPERTY

Article 346. Pledge of Property

Asset retention is the act of the party with the right (hereinafter referred to as the retaining party) lawfully holding the assets that are the subject of a bilateral contract in cases where the party with the obligation fails to perform or improperly performs its obligations.

Article 347. Establishment of property retention

1. Property retention arises from the time the obligation becomes due and payable, but the obligated party fails to perform or performs the obligation improperly.

2. The retention of property becomes effective against third parties from the time the retaining party takes possession of the property.

Article 348. Rights of the Retaining Party

1. To demand that the obligated party fully perform the obligations arising from the bilateral contract.

2. To demand that the obligated party pay the necessary costs for the preservation and maintenance of the retained property.

3. To exploit the pledged property to generate profits or income if the obligated party agrees.

The value of the exploitation of the pledged property shall be offset against the value of the obligations of the obligated party.

Article 349. Obligations of the pledgee

1. Preserve and maintain the pledged property.

2. Not to alter the condition of the pledged property.

3. Not to transfer or use the pledged property without the consent of the obligor.

4. Return the pledged property once the obligation has been fulfilled.

5. Compensate for any loss or damage to the pledged property.

Article 350. Termination of Pledge

The pledge of property shall terminate in the following cases:

1. The pledgor no longer actually possesses the property;
2. The parties agree to use other security measures to replace the pledge;
3. The obligation has been fully performed;
4. The pledged property no longer exists;
5. By agreement of the parties.

Section 4. CIVIL LIABILITY

Article 351. Civil liability for breach of obligation

1. The party with the obligation who breaches the obligation shall be liable for civil liability to the party with the right.

A breach of obligation occurs when the obligated party fails to perform the obligation within the prescribed timeframe, performs the obligation incompletely, or performs the obligation contrary to its content.

2. If the obligated party fails to perform the obligation due to force majeure, they shall not be liable for civil liability, unless otherwise agreed or provided by law.

3. The obligated party shall not be liable for civil liability if it can prove that the failure to perform the obligation is entirely due to the fault of the entitled party.

Article 352. Liability for continued performance of obligations

If the obligated party fails to perform its obligations, the entitled party may request the obligated party to continue performing the obligations.

Article 353. Delay in performing obligations

1. Delayed performance of an obligation means that the obligation has not been performed or has only been partially performed after the deadline for performance has expired.

2. The party in default must immediately notify the entitled party of the failure to perform the obligation within the time limit.

Article 354. Postponement of Performance

1. When it is impossible to perform the obligation on time, the obligated party must immediately notify the entitled party and request a postponement of the performance of the obligation.

If the obligated party fails to notify the entitled party, the obligated party must compensate for any resulting damages, unless otherwise agreed or due to objective reasons preventing notification.

2. The obligated party may postpone the performance of the obligation if the entitled party agrees. The performance of the obligation when postponed shall still be considered as performed on time.

Article 355. Delay in accepting performance of obligations

1. Delayed acceptance of performance occurs when the obligated party has performed the obligation by the due date, but the entitled party fails to accept such performance.

2. In cases where the subject matter of the obligation is property, the obligated party may deposit the property at a place for safekeeping or take other necessary measures to preserve the property and shall be entitled to request payment of reasonable costs. In cases where the property is deposited for safekeeping, the obligated party must immediately notify the entitled party.

3. For property at risk of damage, the obligated party has the right to sell the property and must immediately notify the entitled party, paying the entitled party the proceeds from the sale of the property after deducting reasonable costs for preserving and selling the property.

Article 356. Liability for failure to perform the obligation to deliver goods

1. If the obligation to deliver specific goods is not fulfilled, the aggrieved party has the right to demand that the violating party deliver the correct goods; if the goods no longer exist or are damaged, the value of the goods must be paid.

2. In the event that the obligation to deliver property of the same type is not fulfilled, the aggrieved party has the right to request the violating party to deliver property of another type; if there is no other property of the same type to replace it, the violating party must pay the value of the property.

3. In the event that the breach of the obligations specified in paragraphs 1 and 2 of this Article causes damage to the aggrieved party, the breaching party must compensate for the damage.

Article 357. Liability for delay in performing the obligation to pay money

1. If the party obligated to pay is late in making payment, that party must pay interest on the amount paid late corresponding to the period of delay.

2. The interest rate arising from late payment shall be determined by agreement between the parties but shall not exceed the interest rate specified in Clause 1 of Article 468 of this Code; if there is no agreement, the provisions of Clause 2 of Article 468 of this Code shall apply.

Article 358. Liability for failure to perform or non-performance of a task

1. Where the obligated party fails to perform a task that it is required to perform, the entitled party may request the obligated party to continue performing the task, perform the task itself, or assign another person to perform the task, and request the obligated party to pay reasonable costs and compensate for damages.

2. If the obligated party fails to perform a task but performs another task instead, the entitled party may request the obligated party to cease the performance, restore the original condition, and compensate for damages.

Article 359. Liability for delay in accepting performance of obligations

The party entitled to delay acceptance of the performance of an obligation that causes damage to the obligated party shall compensate the latter for such damage and bear all risks and costs incurred from the time of delay, unless otherwise provided by law.

Article 360. Liability for compensation for damages caused by breach of obligations

In cases where damages are caused by a breach of obligation, the obligated party must compensate for all damages, unless otherwise agreed or provided by law.

Article 361. Damages for Breach of Obligations

1. Damages arising from breach of obligation include material damages and moral damages.

2. Material damage is actual, quantifiable physical loss, including loss of property, reasonable costs incurred to prevent, limit, or remedy the damage, and actual income lost or diminished.

3. Moral damages are losses of a moral nature resulting from the infringement of a person's life, health, honor, dignity, reputation, and other personal interests.

Article 362. Obligation to prevent or limit damage

The party entitled to compensation must take necessary and reasonable measures to prevent damage from occurring or to limit damage to themselves.

Article 363. Compensation for damages in cases where the injured party is at fault

If the breach of obligation and resulting damage are due in part to the fault of the party whose rights were violated, the breaching party shall only be liable for compensation corresponding to the extent of their fault.

Article 364. Fault in civil liability

Fault in civil liability includes intentional fault and negligent fault.

Intentional fault occurs when a person is fully aware that their actions will cause damage to others but still carries them out and either intends or, although not intending, allows the damage to occur.

Negligent fault occurs when a person does not foresee that their actions may cause damage, even though they should have known or could have known that damage would occur, or when they foresee that their actions may cause damage but believe that the damage will not occur or can be prevented.

Section 5. TRANSFER OF RIGHTS AND TRANSFER OF OBLIGATIONS

Article 365. Transfer of the right to claim

1. The party entitled to claim performance of an obligation may assign that claim to a successor in title by agreement, except in the following cases:

a) Claims for alimony, claims for compensation for damages caused by infringement of life, health, honor, dignity, or reputation;

b) The party with the right and the party with the obligation have agreed or the law stipulates that the right to claim may not be transferred.

2. When the party entitled to request transfers the right to request to a substitute, the substitute becomes the party entitled to request. The transfer of the right to request does not require the consent of the obligated party.

The party transferring the right to claim must notify the obligated party in writing of the transfer of the right to claim, unless otherwise agreed. If the party transferring the right to claim fails to notify the obligated party of the transfer and costs are incurred by the obligated party, the party transferring the right to claim must pay these costs.

Article 366. Obligation to provide information and transfer documents

1. The assignor must provide necessary information and transfer relevant documents to the assignee.

2. If the assignor of the claim violates the obligation specified in paragraph 1 of this Article and causes damage, they must compensate for the damage.

Article 367. No Liability After Transfer of the Claim

The assignor shall not be liable for the ability of the obligor to perform its obligations after the assignment of the claim, unless otherwise agreed.

Article 368. Transfer of claim rights with measures to ensure performance of obligations

Where the right to claim performance of an obligation is secured, the transfer of the right to claim includes such security measures.

Article 369. Right of refusal of the obligor

1. Where the obligor is not notified of the transfer of the right to claim and the assignee fails to prove the validity of the transfer of the right to claim, the obligor has the right to refuse to perform the obligation to the assignee.

2. If the obligor has performed the obligation to the assignor due to not being notified of the assignment of the claim, the assignee may not require the obligor to perform the obligation to the assignee.

Article 370. Transfer of Obligations

1. The obligated party may assign the obligation to the assignee with the consent of the right holder, except where the obligation is inseparable from the person of the obligated party or where the law prohibits the assignment of the obligation.

2. Upon assignment of the obligation, the assignee becomes the obligor.

Article 371. Transfer of obligations with security measures

If an obligation with security measures is transferred, such security measures shall terminate, unless otherwise agreed.

Section 6. TERMINATION OF OBLIGATIONS

Article 372. Grounds for Termination of Obligations

An obligation terminates in the following cases:

1. The obligation has been fulfilled;
2. By agreement of the parties;
3. The party entitled to waive the performance of the obligation;
4. The obligation is replaced by another obligation;
5. The obligation is offset;
6. The party entitled and the party obligated merge into one;
7. The statute of limitations for exemption from the obligation has expired;
8. The obligated party is an individual who has died or a legal entity that has ceased to exist, and the obligation must be performed by that individual or legal entity;
9. The party with the right is an individual who has died, and the right to claim does not form part of the estate, or is a legal entity that has ceased to exist, and the right to claim has not been transferred to another legal entity;
10. The specific object of the obligation no longer exists and has been replaced by another obligation;
11. Other cases as prescribed by law.

Article 373. Performance of Obligations

An obligation is fulfilled when the obligated party has performed the entire obligation or performed part of the obligation but the remaining part is waived by the entitled party.

Article 374. Performance of obligations in cases where the entitled party delays acceptance of the subject matter of the obligation

When the entitled party delays in receiving the subject matter of the obligation, which is property, the obligation is fulfilled at the time the property is deposited at the place of deposit in accordance with paragraph 2 of Article 355 of this Code.

Article 375. Termination of obligations by agreement

The parties may agree to terminate the obligation at any time, but such termination shall not cause harm to the interests of the state, the nation, public interests, or the lawful rights and interests of others.

Article 376. Termination of obligations due to exemption from performance

1. An obligation terminates when the party entitled to exempt the obligated party from performing the obligation does so, unless otherwise provided by law.
2. When an obligation with a security measure is exempted, the security measure also terminates.

Article 377. Termination of an obligation due to replacement by another obligation

1. If the parties agree to replace the original obligation with another obligation, the original obligation is terminated.
2. The obligation also terminates if the entitled party has received property or work in lieu of the property or work previously agreed upon.
3. In cases where the obligation is an obligation to provide support, compensate for damage caused by infringement of life, health, honor, dignity, reputation, and other obligations related to the person that cannot be transferred to another person, it may not be replaced by another obligation.

Article 378. Termination of obligations due to set-off of obligations

1. Where the parties have mutual obligations regarding assets of the same type, upon maturity, they are not required to fulfill their obligations to each other, and the obligations are deemed terminated, unless otherwise provided by law.

2. Where the value of the property or work is not equivalent, the parties shall pay each other the difference in value.

3. Items valued in money may also be offset against monetary obligations.

Article 379. Cases where obligations may not be offset

Obligations may not be offset in the following cases:

1. Obligations that are in dispute;
2. Obligations to compensate for damages resulting from infringement of life, health, honor, dignity, or reputation;
3. Maintenance obligations;
4. Other obligations as prescribed by law.

Article 380. Termination of obligations due to the merger of the obligated party and the entitled party

When the obligated party becomes the entitled party with respect to the same obligation, the obligation is terminated.

Article 381. Termination of obligations due to the expiration of the statute of limitations for exemption from obligations

When the statute of limitations for exemption from the obligation has expired, the obligation terminates.

Article 382. Termination of obligations when the entitled party is a deceased individual or a terminated legal entity

When the parties have agreed or the law provides that the obligation is to be performed only for the individual or legal entity that is the entitled party, and the individual dies or the legal entity ceases to exist, the obligation also terminates.

Article 383. Termination of an obligation when the specific item no longer exists

The obligation to deliver an item terminates if the specific item to be delivered no longer exists.

The parties may agree to substitute another item or compensate for damages.

Article 384. Termination of obligations in the event of bankruptcy

In the event of bankruptcy, the obligation terminates in accordance with the provisions of the Bankruptcy Law.

Section 7. CONTRACT

Subsection 1. ENTERING INTO A CONTRACT

Article 385. Concept of a contract

A contract is an agreement between parties to establish, modify, or terminate civil rights and obligations.

Article 386. Offer to Enter into a Contract

1. A proposal to enter into a contract is an expression of the intention to enter into a contract and is binding on the proposing party with respect to the identified party or the public (hereinafter collectively referred to as the proposed party).

2. If the proposal to enter into a contract specifies a response period, and the proposing party enters into a contract with a third party during the waiting period for the proposed party's response, the proposing party must compensate the proposed party for any damages incurred if the contract is not concluded.

Article 387. Information in Contract Formation

1. If one party has information that affects the other party's acceptance of the contract, it must notify the other party.

2. If one party receives confidential information from the other party during the contract formation process, it shall be responsible for keeping the information confidential and shall not use it for its own purposes or for other unlawful purposes.

3. A party that violates the provisions of paragraphs 1 and 2 of this Article and causes damage shall be liable for compensation.

Article 388. Effective Date of the Contract Proposal

1. The effective date of the contract proposal is determined as follows:

a) As determined by the proposing party;

b) If the proposing party does not specify, the proposal to enter into a contract takes effect when the proposed party receives the proposal, unless otherwise provided by relevant law.

2. The following cases shall be deemed as receipt of the proposal to enter into a contract:

a) The proposal is delivered to the place of residence if the offeree is an individual; delivered to the headquarters if the offeree is a legal entity;

b) The proposal is entered into the official information system of the offeree;

c) When the offeree becomes aware of the offer to conclude a contract through other means.

Article 389. Modification or withdrawal of an offer to enter into a contract

1. The party making the offer to enter into a contract may modify or withdraw the offer to enter into a contract in the following cases:

a) The offeree receives notice of the modification or withdrawal of the offer before or at the same time as receiving the offer;

b) The condition for changing or withdrawing the proposal arises in cases where the proposing party has clearly stated that the proposal may be changed or withdrawn when such a condition arises.

2. When the proposing party changes the content of the proposal, it constitutes a new proposal.

Article 390. Withdrawal of an Offer to Enter into a Contract

The party making the offer to conclude a contract may cancel the offer if **this right is clearly stated in the offer and** the offeree receives notice of the cancellation before sending notice of acceptance of the offer to conclude the contract.

Article 391. Termination of the offer to conclude a contract

An offer to conclude a contract terminates in the following cases:

1. The offeree accepts the offer to enter into a contract;

2. The offeree responds with a refusal;

3. The deadline for accepting the offer has expired;

4. When a notice of modification or withdrawal of the offer becomes effective;

5. When the notice of cancellation of the proposal takes effect;

6. By agreement between the proposing party and the party being proposed to within the period of waiting for the party being proposed to to respond.

Article 392. Modification of the offer proposed by the offeree

When the offeree has accepted the contract but has stated conditions or amendments to the offer, this shall be deemed as the offeree having made a new offer.

Article 393. Acceptance of an offer to conclude a contract

1. Acceptance of an offer to conclude a contract is the offeree's response to accept the entire content of the offer.

2. The silence of the offeree shall not be deemed acceptance of the offer to conclude a contract, except where there is an agreement or established custom between the parties.

Article 394. Time limit for accepting the offer to conclude a contract

1. When the proposing party has specified a time limit for response, the acceptance response shall only be effective if made within that time limit; if the proposing party receives the response after the time limit has expired, such acceptance shall be deemed a new proposal by the party who responded late.

If the proposing party does not specify a time limit for acceptance, the acceptance is only valid if made within a reasonable time.

2. If the notice of acceptance of the contract is delayed for objective reasons that the proposing party knows or should know about, the notice of acceptance of the contract shall still be valid, unless the proposing party immediately responds that it does not agree with the acceptance of the proposed party.

3. When the parties communicate directly with each other, including by telephone or other means, the offeree must respond immediately with acceptance or non-acceptance, unless the parties have agreed on a response period.

Article 395. Cases where the party proposing to enter into a contract dies, loses legal capacity, or has difficulties in understanding or controlling their actions

In cases where the proposing party dies, loses legal capacity, or has difficulties in understanding or controlling their actions after the proposed party has responded to accept the contract, the contract proposal shall remain valid, except where the content of the contract is linked to the personal circumstances of the proposing party.

Article 396. In the event that the party to whom the contract is proposed dies, loses legal capacity, or has difficulties in understanding or controlling their actions

If the party to whom the contract was proposed has accepted the contract but subsequently dies, loses legal capacity, or has difficulties in understanding or controlling their actions, the acceptance of the contract remains valid, except in cases where the content of the contract is closely tied to the personal circumstances of the party to whom the contract was proposed.

Article 397. Withdrawal of the notice of acceptance of the contract

The party to whom the contract was proposed may withdraw the notice of acceptance of the contract if the notice of withdrawal is received before or at the same time as the party proposing the contract receives the notice of acceptance.

Article 398. Content of the Contract

1. The parties to the contract have the right to agree on the content of the contract.
2. A contract may include the following contents:
 - a) The subject matter of the contract;
 - b) Quantity, quality;
 - c) Price, payment method;
 - d) Term, location, and method of contract performance;
 - e) Rights and obligations of the parties;
 - e) Liability for breach of contract;
 - g) Dispute resolution method.

Article 399. Place of contract conclusion

The place of contract conclusion shall be agreed upon by the parties; if no agreement is reached, the place of contract conclusion shall be the place of residence of the individual or the headquarters of the legal entity that proposed the contract.

Article 400. Time of contract conclusion

1. The contract is concluded at the time the proposing party receives acceptance of the proposal.

2. If the parties have agreed that silence constitutes acceptance of the contract within a specified period, the time of contract formation is the last day of that period.

3. The time of conclusion of an oral contract is the time when the parties have agreed on the content of the contract.

4. The time of conclusion of a written contract is the time when the last party signs the document or by another form of acceptance expressed in writing.

In the case of an oral contract that is subsequently confirmed in writing, the time of conclusion of the contract shall be determined in accordance with paragraph 3 of this Article.

Article 401. Validity of Contracts

1. A legally concluded contract takes effect from the time of conclusion, unless otherwise agreed or otherwise provided by relevant law.

2. From the time the contract takes effect, the parties must perform their rights and obligations to each other as agreed. A contract may only be amended or terminated by agreement of the parties or in accordance with the law.

Article 402. Main Types of Contracts

Contracts include the following main types:

1. A bilateral contract is a contract in which each party has obligations to the other;

2. A unilateral contract is a contract in which only one party has obligations;

3. A principal contract is a contract whose validity does not depend on a subsidiary contract;

4. A subsidiary contract is a contract whose validity depends on the main contract;

5. Contracts for the benefit of a third party are contracts in which the parties to the contract must perform their obligations and the third party benefits from the performance of those obligations;

6. A conditional contract is a contract whose performance depends on the occurrence, change, or termination of a specific event.

Article 403. Contract Annexes

1. A contract may have an annex attached to specify certain terms of the contract in detail. The annex to the contract shall have the same effect as the contract. The content of the annex to the contract shall not contradict the content of the contract.

2. If an annex to a contract contains a clause that is contrary to the content of a clause in the contract, that clause shall be invalid, unless otherwise agreed. If the parties accept an annex to a contract containing a clause that is contrary to a clause in the contract, that clause in the contract shall be deemed to have been amended.

Article 404. Interpretation of Contracts

1. Where a contract contains an unclear clause, the interpretation of that clause shall not be based solely on the wording of the contract but shall also be based on the intent of the parties as expressed throughout the entire process prior to, at the time of, and during the performance of the contract.

2. When a contract contains a clause or wording that can be interpreted in multiple ways, it must be interpreted in the manner most consistent with the purpose and nature of the contract.

3. When a contract contains terms or language that are difficult to understand, they must be interpreted according to the customs at the place where the contract was concluded.

4. The terms of the contract must be interpreted in relation to each other so that their meaning is consistent with the entire content of the contract.

5. In the event of a conflict between the common intent of the parties and the language used in the contract, the common intent of the parties shall be used to interpret the contract.

6. If the drafting party includes content in the contract that is disadvantageous to the other party, the contract shall be interpreted in a manner favorable to the other party.

Article 405. Standard Form Contracts

1. A standard form contract is a contract consisting of terms proposed by one party in a standard form for the other party to respond to within a reasonable time; if the party receiving the proposal responds with acceptance, it shall be deemed to have accepted the entire content of the standard form contract proposed by the proposing party.

A standard form contract must be made public so that the party being offered the contract is aware of or should be aware of the contents of the contract.

The procedure and format for public disclosure of a standard form contract shall be carried out in accordance with the provisions of the law.

2. In cases where a standard form contract contains unclear terms, the party proposing the standard form contract shall bear the disadvantage when interpreting such terms.

3. If a standard form contract contains a clause exempting the party proposing the standard form contract from liability, increasing liability, or eliminating the legitimate rights of the other party, such clause shall be invalid, unless otherwise agreed.

Article 406. General terms and conditions in contract formation

1. General terms and conditions are stable terms published by one party for general application to the party being offered the contract; if the party being offered the contract accepts the contract, it is deemed to have accepted these terms.

2. General terms and conditions are only effective for the party entering into the transaction if such terms and conditions have been publicly disclosed so that the party entering into the transaction is aware of or should be aware of them.

The procedure and format for publicizing general terms and conditions shall be carried out in accordance with the law.

3. General terms and conditions must ensure equality between the parties. Where general terms and conditions contain provisions exempting the party proposing the general terms and conditions from liability, increasing the liability, or eliminating the legitimate rights of the other party, such provisions shall be invalid, unless otherwise agreed.

Article 407. Invalid Contracts

1. The provisions on invalid civil transactions from Article 123 to Article 133 of this Code shall also apply to invalid contracts.

2. The invalidity of the main contract terminates the subsidiary contract, unless the parties have agreed that the subsidiary contract replaces the main contract. This provision does not apply to measures to ensure the performance of obligations.

3. The invalidity of a subsidiary contract does not terminate the main contract, unless the parties agree that the subsidiary contract is an integral part of the main contract.

Article 408. A contract is void if its subject matter is impossible to perform.

1. If, at the time of conclusion, the contract has an impossible subject matter, the contract is void.

2. If, at the time of conclusion, one party knew or should have known that the contract had an impossible subject matter but failed to notify the other party, causing the other party to conclude the contract, that party shall compensate the other party for damages, unless the other party knew or should have known that the contract had an impossible subject matter.

3. The provisions of paragraphs 1 and 2 of this Article shall also apply to cases where the contract has one or more parts that are impossible to perform, but the remaining parts of the contract remain valid.

Subsection 2. PERFORMANCE OF THE CONTRACT

Article 409. Performance of a Single-Transaction Contract

For a single-purpose contract, the obligated party must perform the obligation as agreed, and may only perform before or after the deadline if the entitled party consents.

Article 410. Performance of a bilateral contract

1. In a bilateral contract, when the parties have agreed on a deadline for performing obligations, each party must perform its obligations when due; performance may not be delayed on the grounds that the other party has not performed its obligations, except as provided for in Articles 411 and 413 of this Code.

2. If the parties have not agreed on which party shall perform its obligations first, the parties must perform their obligations simultaneously; if the obligations cannot be performed simultaneously, the obligation that takes longer to perform must be performed first.

Article 411. Right to postpone performance of obligations in a bilateral contract

1. The party required to perform the obligation first has the right to postpone performance if the other party's ability to perform has been seriously impaired to the extent that it is impossible to perform the obligation as committed until the other party is able to perform the obligation or provides security for performance.

2. The party required to perform the obligation later has the right to postpone the performance of the obligation until the due date if the party performing the obligation first has not performed its obligation by the due date.

Article 412. Retention of property in a bilateral contract

If the party obligated fails to properly perform its obligations, the other party has the right to establish a right to retain property over the property of the obligated party in accordance with the provisions from Article 346 to Article 350 of this Code.

Article 413. Failure to perform due to the fault of one party

In a bilateral contract, if one party fails to perform its obligations due to the fault of the other party, it has the right to request the other party to still perform its obligations or to terminate the contract and claim compensation for damages.

Article 414. Failure to perform obligations not due to the fault of either party

In a bilateral contract, if one party fails to perform its obligations and neither party is at fault, the party that failed to perform its obligations shall not have the right to request the other party to perform its obligations towards it. If one party has performed part of its obligations, it shall have the right to request the other party to perform the corresponding part of its obligations towards it.

Article 415. Performance of a contract for the benefit of a third party

When performing a contract for the benefit of a third party, the third party has the right to directly request the obligated party to perform its obligations towards them; if the parties to the contract have a dispute regarding the performance of the contract, the third party does not have the right to request the performance of obligations until the dispute is resolved.

The entitled party may also request the obligated party to perform the contract for the benefit of a third party.

Article 416. Third party's right of refusal

1. If the third party refuses their benefit before the obligated party performs their obligation, the obligated party is not required to perform the obligation, but must notify the entitled party, and the contract is deemed terminated; the parties must return to each other what they have received.

2. If the third party refuses the benefit after the obligated party has performed the obligation, the obligation shall be deemed fulfilled and the entitled party shall still perform the commitment to the obligated party. In this case, the benefit arising from the contract shall belong to the party who would have been the beneficiary if the contract had not been for the benefit of the third party, unless otherwise agreed.

Article 417. Contracts may not be amended or terminated for the benefit of a third party

Once a third party has agreed to receive benefits, even if the contract has not been performed, the contracting parties may not amend or terminate the contract, unless the third party consents.

Article 418. Agreement on penalties for breach

1. A penalty for breach is an agreement between the parties to the contract, whereby the party in breach of its obligations must pay a sum of money to the aggrieved party.

2. The amount of the penalty for breach shall be agreed upon by the parties, unless otherwise provided by relevant law.

3. The parties may agree that the party in breach of its obligations shall only be liable for the penalty for breach of contract and not for compensation for damages, or shall be liable for both the penalty for breach of contract and compensation for damages.

If the parties have agreed on a penalty for breach but have not agreed on both a penalty for breach and compensation for damages, the party in breach of the obligation shall only be liable for the penalty for breach.

Article 419. Damages compensable for breach of contract

1. Damages compensable for breach of contractual obligations shall be determined in accordance with the provisions of paragraph 2 of this Article, Article 13, and Article 360 of this Code.

2. The entitled person may request compensation for damages for the benefits that he/she would have enjoyed under the contract. The entitled person may also request the obligated person to pay the costs incurred due to the failure to perform the contractual obligations, which shall not overlap with the compensation for damages for the benefits that the contract would have provided.

3. At the request of the entitled party, the court may order the obligated party to compensate the entitled party for moral damages. The amount of compensation shall be determined by the court based on the circumstances of the case.

Article 420. Performance of the contract when circumstances change fundamentally

1. Circumstances are considered to have fundamentally changed when the following conditions are met:

a) The change in circumstances is due to objective causes occurring after the conclusion of the contract;

b) At the time of contract conclusion, the parties could not have foreseen the change in circumstances;

c) The change in circumstances is so significant that if the parties had known about it beforehand, the contract would not have been concluded or would have been concluded with entirely different terms;

d) Continuing to perform the contract without changing its content would cause serious damage to one party;

e) The party whose interests are affected has taken all necessary measures within its power, consistent with the nature of the contract, but has been unable to prevent or mitigate the impact on its interests.

2. In the event of a fundamental change in circumstances, the party whose interests are affected has the right to request the other party to renegotiate the contract within a reasonable period of time.

3. If the parties cannot agree on the amendment of the contract within a reasonable period of time, either party may request the Court:

a) Terminate the contract at a specified time;

b) Amend the contract to balance the legitimate rights and interests of the parties due to the fundamental change in circumstances.

The court may only decide to amend the contract if terminating the contract would cause greater harm than the costs of performing the contract if amended.

4. During the negotiation of amendments or termination of the contract, while the court is resolving the case, the parties must continue to perform their obligations under the contract, unless otherwise agreed.

Subsection 3. AMENDMENT AND TERMINATION OF CONTRACTS

Article 421. Amendment of the Contract

1. The parties may agree to amend the contract.
2. A contract may be amended in accordance with the provisions of Article 420 of this Code.
3. The amended contract must comply with the form of the original contract.

Article 422. Termination of the Contract

The contract shall terminate in the following cases:

1. The contract has been completed;
2. By mutual agreement of the parties;
3. The individual who entered into the contract has died, or the legal entity that entered into the contract has ceased to exist, and the contract must be performed by that individual or legal entity;
4. The contract is canceled or unilaterally terminated;
5. The contract cannot be performed because the subject matter of the contract no longer exists;
6. The contract has been terminated in accordance with Article 420 of this Code;
7. Other cases as provided by law.

Article 423. Cancellation of a contract

1. A party has the right to cancel the contract and is not liable for damages in the following cases:

a) The other party breaches the contract, **which is a condition for termination agreed upon by the parties;**

b) The other party commits a material breach of the contractual obligations;

c) Other cases as provided by law.

2. A serious breach is the failure of one party to properly perform its obligations to such an extent that the other party cannot achieve the purpose of entering into the contract.

3. The party terminating the contract must immediately notify the other party of the termination; if failure to notify causes damage, compensation must be paid.

Article 424. Termination of a contract due to delay in performing obligations

1. If the obligated party fails to properly perform its obligations and the entitled party requests performance within a reasonable time but the obligated party still fails to perform, the entitled party may terminate the contract.

2. Where, due to the nature of the contract or the will of the parties, the contract will not achieve its purpose if not performed within a certain period, and upon the expiration of that period the obligated party fails to perform its obligations, the other party has the right to terminate the contract without having to comply with the provisions of paragraph 1 of this Article.

Article 425. Termination of the contract due to inability to perform

If the obligated party is unable to perform part or all of its obligations, thereby rendering the purpose of the entitled party unattainable, the entitled party may terminate the contract and claim compensation for damages.

Article 426. Termination of a contract in case of loss or damage to property

In the event that one party loses or damages the property that is the subject of the contract and cannot return it, compensate with other property, or repair or replace it with property of the same type, the other party has the right to cancel the contract.

The violating party must compensate in cash equivalent to the value of the lost or damaged property, unless otherwise agreed or as provided for in paragraphs 2 and 3 of Article 351 and Article 363 of this Code.

Article 427. Consequences of Contract Termination

1. When a contract is terminated, it becomes void from the time of conclusion, and the parties are not required to perform the agreed obligations, except for agreements on penalties for breach, compensation for damages, and dispute resolution.

2. The parties must return to each other what they have received after deducting reasonable costs incurred in performing the contract and costs for preserving and developing the property.

Reimbursement shall be made in kind. If reimbursement in kind is not possible, the value shall be converted into cash for reimbursement.

Where both parties have a duty to return, the return must be made at the same time, unless otherwise agreed or otherwise provided by law.

3. The party suffering damage due to the other party's breach of obligation shall be compensated.

4. The resolution of the consequences of contract termination related to personal rights is governed by this Code and other relevant laws.

5. If the termination of the contract is not based on the grounds specified in Articles 423, 424, 425, and 426 of this Code, the party terminating the contract shall be deemed to have breached its obligations and shall be liable for civil liability for failure to perform its obligations in accordance with the provisions of this Code and other relevant laws.

Article 428. Unilateral termination of contract performance

1. A party has the right to unilaterally terminate the performance of a contract and is not liable for damages if the other party seriously breaches its obligations under the contract or if the parties have agreed or the law so provides.

2. The party unilaterally terminating the contract must immediately notify the other party of the termination; if failure to notify causes damage, compensation must be paid.

3. When a contract is unilaterally terminated, the contract shall terminate from the time the other party receives the termination notice. The parties shall not be required to continue performing their obligations, except for agreements on penalties for breach, compensation for damages, and dispute resolution. The party that has performed its obligations shall have the right to request the other party to pay for the obligations already performed.

4. The party suffering damages due to the other party's failure to properly perform its obligations under the contract shall be compensated.

5. If the unilateral termination of the contract is not based on the grounds specified in Clause 1 of this Article, the party unilaterally terminating the contract shall be deemed to be in breach of its obligations and shall be liable for civil liability in accordance with the provisions of this Code and other relevant laws for failing to properly perform its obligations under the contract.

Article 429. Statute of limitations for contract disputes

The statute of limitations for filing a lawsuit to request the court to resolve a contract dispute is three years, starting from the date the person entitled to file the lawsuit knew or should have known that their lawful rights and interests were infringed.

Chapter XVI. CERTAIN COMMON CONTRACTS

Section 1. CONTRACTS FOR THE SALE OF PROPERTY

Article 430. Property Sale Contract

A property sale contract is an agreement between the parties whereby the seller transfers ownership of the property to the buyer and the buyer pays the seller.

Contracts for the sale of residential houses or houses for other purposes shall be executed in accordance with the provisions of this Code, the Housing Law, and other relevant laws.

Article 431. Subject Matter of a Sale Contract

1. Any property specified in this Code may be the subject matter of a sale and purchase contract. Where, under the law, the transfer of property is prohibited or restricted, the property that is the subject matter of the sale and purchase contract must comply with those provisions.

2. The property being sold must be owned by the seller or the seller must have the right to sell it.

Article 432. Quality of the Property Being Sold

1. The quality of the property subject to sale and purchase is determined by mutual agreement between the parties.

2. Where quality standards for the property have been published or prescribed by a competent state agency, the parties' agreement on the quality of the property shall not be lower than the quality of the property determined according to the published standards or the regulations of the competent state agency.

3. Where the parties have no agreement or the agreement is unclear regarding the quality of the assets being bought and sold, the quality of the assets being bought and sold shall be determined according to the published quality standards for the assets, the regulations of the competent state agency, or industry standards.

In the absence of published quality standards for the property, regulations of the competent state agency, and industry standards, the quality of the property being sold shall be determined according to common standards or specific standards appropriate to the purpose of the contract and in accordance with the provisions of the Law on Consumer Protection.

Article 433. Price and payment method

1. The price and payment method shall be agreed upon by the parties or determined by a third party at the request of the parties. Where the law stipulates that the price and payment method must comply with the regulations of the competent state agency, the agreement of the parties must comply with those regulations.

2. In the absence of an agreement or where the agreement is unclear regarding price or payment method, the price shall be determined based on market prices, and the payment method shall be determined according to local customs at the place and time of contract conclusion.

Article 434. Term of performance of a sales contract

1. The term for performing a sales contract shall be agreed upon by the parties. The seller must deliver the property to the buyer within the agreed term; the seller may only deliver the property before or after the term if the buyer agrees.

2. If the parties do not agree on the time limit for delivery of the property, the buyer has the right to request the seller to deliver the property and the seller also has the right to request the buyer to receive the property at any time, but must give each other reasonable advance notice.

3. The buyer shall pay the purchase price according to the agreed time. If the payment time is not specified or is unclear, the buyer must pay immediately upon receiving the purchased property or the documents certifying ownership of the property.

Article 435. Place of Delivery of Property

The place of delivery of the property shall be agreed upon by the parties; if no agreement is reached, the provisions of paragraph 2 of Article 277 of this Code shall apply.

Article 436. Method of Delivery of Property

1. The property shall be delivered in the manner agreed upon by the parties; if there is no agreement, the seller shall deliver the property in one lump sum and directly to the buyer.

2. If, pursuant to an agreement, the seller delivers the property to the buyer in multiple installments and the seller fails to fulfill its obligations in a particular installment, the buyer may cancel the portion of the contract relating to that breach and claim compensation for damages.

Article 437. Liability for delivering property in incorrect quantities

1. If the seller delivers more property than the agreed quantity, the buyer has the right to accept or reject the excess quantity; if accepted, the buyer must pay for the excess quantity at the price agreed in the contract, unless otherwise agreed.

2. If the seller delivers less than the agreed quantity, the buyer has one of the following rights:

a) Accept the delivered portion and set a deadline for the seller to deliver the remaining portion;

b) Accept the delivered portion and request compensation for damages;

c) Terminate the contract and claim compensation for damages if the breach prevents the buyer from achieving the purpose of entering into the contract.

Article 438. Liability for non-conforming goods

1. If the delivered goods are not uniform, rendering them unusable for their intended purpose, the buyer shall have one of the following rights:

a) Accept the goods and request the seller to deliver the missing part or component, claim damages, and suspend payment for the part or component already received until the goods are delivered in a consistent manner;

b) Cancel the contract and request compensation for damages.

2. If the buyer has paid but has not received the goods due to non-conforming delivery, the buyer shall be entitled to interest on the amount paid at the interest rate agreed upon by the parties, but not exceeding the interest rate specified in Clause 1, Article 468 of this Code; if there is no agreement, the provisions of Clause 2, Article 468 of this Code shall apply and the buyer may request the seller to compensate for damages caused by non-conforming delivery, from the time the contract should have been performed until the goods are delivered in full.

Article 439. Liability for delivery of goods not of the correct type

If the delivered property is not of the correct type, the buyer has one of the following rights:

1. Accept and pay at the price agreed upon by the parties;

2. Request delivery of the correct type of property and compensation for damages;

3. Cancel the contract and request compensation for damages if the delivery of the wrong type of goods prevents the buyer from achieving the purpose of the contract.

If the property consists of multiple types and the seller fails to deliver the agreed type for one or some types, the buyer may cancel the part of the contract related to that type of property and request compensation for damages.

Article 440. Obligation to pay

1. The buyer is obligated to pay the price in accordance with the time, place, and amount specified in the contract.

2. If the parties only agree on the time limit for delivery of the property, the time limit for payment shall also be determined accordingly. If the parties do not agree on the time limit for delivery of the property and the time limit for payment, the buyer must pay at the time of receiving the property.

3. If the buyer fails to fulfill their payment obligation, they must pay interest on the overdue amount in accordance with Article 357 of this Code.

Article 441. Time of Risk Assumption

1. The seller bears the risk for the property before it is delivered to the buyer, and the buyer bears the risk for the property from the time of receipt, unless otherwise agreed or provided by law.

2. For a contract for the sale of property that is subject to registration of ownership under the law, the seller bears the risk until the registration procedure is completed, and the buyer bears the risk from the time the registration procedure is completed, unless otherwise agreed.

Article 442. Transportation costs and costs related to the transfer of ownership

1. Transportation costs and costs related to the transfer of ownership shall be agreed upon by the parties, unless otherwise provided by law.

2. If the parties have no agreement or the agreement is unclear, transportation costs and costs related to the transfer of ownership shall be determined based on published costs, regulations of the competent authority, or industry standards.

3. Where there is no basis for determination under paragraphs 1 and 2 of this Article, transportation costs and costs related to the transfer of ownership shall be determined according to customary standards or specific standards appropriate to the purpose of the contract.

4. Where the parties have no agreement and the law does not provide for transportation costs and costs related to the transfer of ownership, the seller shall bear the transportation costs to the place of delivery of the property and the costs related to the transfer of ownership.

Article 443. Obligation to provide information and instructions on use

The seller shall provide the buyer with necessary information about the property being sold and instructions on how to use it; if the seller fails to fulfill this obligation, the buyer shall have the right to request the seller to fulfill it within a reasonable time; if the seller still fails to fulfill it, causing the buyer to fail to achieve the purpose of concluding the contract, the buyer shall have the right to cancel the contract and claim damages.

Article 444. Guarantee of the buyer's ownership rights to the purchased property

1. The seller has the obligation to ensure that the ownership rights to the property sold to the buyer are not disputed by a third party.

2. If the property is disputed by a third party, the seller must stand by the buyer to protect the buyer's interests; if the third party has ownership rights to part or all of the property sold, the buyer has the right to cancel the contract and request compensation for damages from the seller.

3. If the buyer knew or should have known that the property being sold belonged to a third party but still purchased it, the buyer must return the property to its owner and has no right to claim compensation for damages.

Article 445. Quality assurance of purchased goods

1. The seller must guarantee the utility value or characteristics of the goods sold; if, after purchase, the buyer discovers a defect that diminishes or reduces the utility value of the goods purchased, the buyer must immediately notify the seller upon discovering the defect and has the right to request the seller to repair, replace the defective goods with other goods, reduce the price, and compensate for damages, unless otherwise agreed.

2. The seller must ensure that the goods sold conform to the description on the packaging, the product label, or the sample selected by the buyer.

3. The seller shall not be liable for defects in the goods in the following cases:

- a) Defects that the buyer knew or should have known about at the time of purchase;
- b) Items sold at auction or in second-hand stores;
- c) The buyer caused the defect in the goods.

Article 446. Warranty Obligations

The seller has a warranty obligation for the purchased goods within a period of time, called the warranty period, if the warranty is agreed upon by the parties or prescribed by law.

The warranty period shall be calculated from the time the buyer is obligated to receive the goods.

Article 447. Right to Request Warranty

During the warranty period, if the buyer discovers a defect in the purchased item, they have the right to request the seller to repair it free of charge, reduce the price, exchange the defective item for another item, or return the item and receive a refund.

Article 448. Repair of Goods During the Warranty Period

1. The seller must repair the goods and ensure that they meet the quality standards or possess the characteristics that were promised.

2. The seller shall bear the costs of repair and transportation of the goods to the repair location and from the repair location to the buyer's residence or headquarters.

3. The buyer has the right to request the seller to complete the repair within the period agreed upon by the parties or within a reasonable time; if the seller cannot repair or cannot complete the repair within that period, the buyer has the right to request a price reduction, exchange the defective item for another item, or return the item and get a refund.

Article 449. Compensation for damages during the warranty period

1. In addition to requesting the implementation of warranty measures, the buyer has the right to request the seller to compensate for damages caused by technical defects of the goods during the warranty period.

2. The seller is not liable for damages if it proves that the damage occurred due to the buyer's fault. The seller may reduce the amount of compensation for damages if the buyer fails to take necessary and feasible measures to prevent or limit the damage.

Article 450. Sale of Property Rights

1. In the case of the sale and purchase of property rights, the seller must transfer the documents and complete the procedures for transferring ownership to the buyer, and the buyer must pay the seller.

2. In the case where the property right is a right to claim a debt and the seller undertakes to guarantee the debtor's ability to pay, the seller shall be jointly and severally liable for payment if the debtor fails to pay when due.

3. The time of transfer of ownership of property rights is the time when the buyer receives the documents regarding ownership of such property rights or from the time of registration of the transfer of ownership, if the law so provides.

Article 451. Sale of property by auction

Property may be auctioned at the will of the owner or as prescribed by law. Property in joint ownership must be auctioned with the consent of all joint owners, unless otherwise agreed or prescribed by law.

The auction of property must ensure the principles of objectivity, publicity, transparency, and protection of the legitimate rights and interests of the parties involved, and must be carried out in accordance with the provisions of the law on the auction of property.

Article 452. Purchase after trial use

1. The parties may agree that the buyer may try out the purchased item for a period of time called the trial period. During the trial period, the buyer may decide to purchase or not to purchase; if the trial period expires and the buyer does not respond, it shall be deemed that the buyer has accepted to purchase under the conditions agreed upon before receiving the item for trial.

If the parties do not agree or the agreement is unclear regarding the trial period, this period shall be determined according to the customs of transactions involving similar items.

2. During the trial period, the goods remain the property of the seller. The seller shall bear all risks associated with the goods, unless otherwise agreed. During the trial period, the seller may not sell, give away, lease, exchange, mortgage, or pledge the goods until the buyer has responded.

3. If the trial user decides not to purchase, they must return the item to the seller and compensate the seller for any loss or damage to the trial item. The trial user is not liable for normal wear and tear caused by the trial use and is not required to return any benefits derived from the trial use.

Article 453. Deferred or Installment Payments

1. The parties may agree that the buyer shall pay the purchase price late or in installments within a period after receiving the purchased property. The seller retains ownership of the sold property until the buyer has paid the full price, unless otherwise agreed.

2. A contract for deferred payment or installment payment must be in writing. The buyer has the right to use the property purchased on deferred payment or installment basis and shall bear the risks during the period of use, unless otherwise agreed.

Article 454. Repurchase of sold property

1. The seller may agree with the buyer on the right to redeem the sold property after a period called the redemption period.

The redemption period shall be agreed upon by the parties; in the absence of an agreement, the redemption period shall not exceed one year for movable property and five years for immovable property from the time of delivery of the property, unless otherwise provided by relevant laws. During this period, the seller has the right to redeem at any time, but must give reasonable prior notice to the buyer. The repurchase price shall be the market price at the time and place of repurchase, unless otherwise agreed.

2. During the repurchase period, the buyer may not establish a transaction to transfer ownership of the property to another entity and shall bear the risk for the property, unless otherwise agreed.

Section 2. ASSET EXCHANGE CONTRACT

Article 455. Property exchange contract

1. An asset exchange contract is an agreement between the parties whereby the parties exchange assets and transfer ownership of the assets to each other.

2. A property exchange contract must be in writing, notarized, authenticated, or registered, if required by law.

3. If one party exchanges property that does not belong to them or for which they have not been authorized by the owner, the other party has the right to cancel the contract and claim compensation for damages.

4. Each party shall be considered the seller of the property transferred to the other party and the buyer of the property received. The provisions on sales contracts from Article 430 to Article 439, from Article 441 to Article 449, and Article 454 of this Code shall also apply to property exchange contracts.

Article 456. Payment of the value difference

If the exchanged assets differ in value, the parties must settle the difference between them, unless otherwise agreed or otherwise provided by law.

Section 3. CONTRACTS FOR THE DONATION OF PROPERTY

Article 457. Property Gift Contract

A property donation contract is an agreement between the parties whereby the donor transfers their property and ownership rights to the donee without requiring compensation, and the donee agrees to accept.

Article 458. Gift of Movable Property

1. A gift contract for movable property takes effect from the time the donee receives the property, unless otherwise agreed.

2. For movable property subject to ownership registration under the law, the gift contract takes effect from the time of registration.

Article 459. Gift of immovable property

1. A gift of real property must be made in writing and notarized, certified, or registered, if the real property is subject to registration of ownership rights under the law.

2. A gift contract for real estate takes effect from the time of registration; if the real estate does not require registration of ownership rights, the gift contract takes effect from the time of transfer of the property.

Article 460. Liability for intentionally gifting property not owned by oneself

If the donor intentionally donates property that does not belong to them and the donee does not know or could not have known about this, the donor must pay the costs to increase the value of the property to the donee when the owner reclaims the property.

Article 461. Notification of defects in gifted property

The donor has the obligation to notify the donee of any defects in the gifted property. If the donor knows of the defects but fails to notify the donee, the donor shall be liable for compensating the donee for any resulting damages; if the donor was unaware of the defects in the gifted property, the donor shall not be liable for compensating the donee for any damages.

Article 462. Gift of Property Subject to Conditions

1. The donor may require the donee to perform one or more obligations before or after the gift is made. The conditions of the gift must not violate any legal prohibitions or contravene social morality.

2. In cases where an obligation must be performed before the gift is made, if the donee has fulfilled the obligation but the donor fails to deliver the property, the donor must compensate the donee for the obligation already performed.

3. In cases where an obligation must be performed after the gift is made and the donee fails to perform it, the donor has the right to reclaim the property and claim compensation for damages.

Section 4. PROPERTY LOAN AGREEMENT

Article 463. Property Loan Contract

A property loan agreement is an agreement between the parties whereby the lender transfers property to the borrower; upon maturity, the borrower must return property of the same type in the same quantity and quality to the lender and must pay interest only if agreed upon or required by law.

Article 464. Ownership Rights over Loaned Property

The borrower becomes the owner of the loaned property from the time of receiving such property.

Article 465. Obligations of the lender

1. Deliver the property to the borrower in full, in the agreed quality and quantity, at the agreed time and place.

2. Compensate the borrower for damages if the lender knew the property was not of guaranteed quality but failed to inform the borrower, except where the borrower knew this but still accepted the property.

3. Not to demand the borrower return the property before the due date, except as provided for in Article 470 of this Code or other relevant laws.

Article 466. Obligation of the borrower to repay the debt

1. If the borrowed property is money, the borrower must repay the full amount when due; if the property is an item, the borrower must return an item of the same type, quantity, and quality, unless otherwise agreed.

2. If the borrower cannot return the property, they may repay in cash based on the value of the borrowed property at the place and time of repayment, provided the lender agrees.

3. The place of repayment is the residence or registered office of the lender, unless otherwise agreed.

4. In the case of an interest-free loan, if the borrower fails to repay the debt or repays it incompletely upon maturity, the lender has the right to demand interest at the rate specified in Clause 2, Article 468 of this Code on the amount overdue corresponding to the period of delay, unless otherwise agreed or otherwise provided by law.

5. In the case of an interest-bearing loan, if the borrower fails to repay or repays only partially upon maturity, the borrower must pay interest as follows:

a) Interest on the principal debt at the interest rate agreed in the contract corresponding to the loan term that has not been repaid by the due date; in case of late payment, interest must also be paid at the interest rate specified in Clause 2, Article 468 of this Code;

b) Interest on the overdue principal at 150% of the loan interest rate under the contract corresponding to the period of delay, unless otherwise agreed.

Article 467. Use of Loaned Assets

The parties may agree that the borrowed assets must be used for the intended purpose of the loan. The lender has the right to inspect the use of the assets and may demand the return of the borrowed assets before the due date if the borrower continues to use the assets for purposes other than the intended purpose despite being reminded.

Article 468. Interest Rate

1. The interest rate on the loan shall be agreed upon by the parties.

Where the parties have agreed on the interest rate, the agreed interest rate shall not exceed 20% per annum of the loan amount, unless otherwise provided by other relevant laws. Based on the actual situation and at the proposal of the Government, the Standing Committee of the National Assembly shall decide to adjust the above interest rate and report to the National Assembly at its next session.

If the agreed interest rate exceeds the limit specified in this clause, the excess interest rate shall be invalid.

2. In cases where the parties have agreed on interest payments but have not clearly specified the interest rate and there is a dispute over the interest rate, the interest rate shall be determined as 50% of the limit specified in Clause 1 of this Article at the time of repayment.

Article 469. Implementation of non-term loan agreements

1. For non-term loans without interest, the lender has the right to demand the return of the property and the borrower also has the right to repay the debt at any time, but must notify each other in advance within a reasonable period of time, unless otherwise agreed.

2. For non-term loan agreements with interest, the lender has the right to demand the return of the property at any time, but must notify the borrower within a reasonable period of time and be paid interest until the time the property is received back, while the borrower also has the right to return the property at any time and only has to pay interest until the time of repayment, but must also notify the lender within a reasonable period of time.

Article 470. Performance of a fixed-term loan agreement

1. For fixed-term loan agreements without interest, the borrower has the right to return the property at any time, but must give the lender reasonable advance notice, while the lender may only demand the return of the property before the term if agreed by the borrower.

2. For a term loan agreement with interest, the borrower has the right to return the property before the term expires, **but must pay all interest according to the term, unless otherwise agreed or otherwise provided by law.**

Article 471. Loan pools, savings clubs, and mutual aid associations

1. Groups, associations, clubs, and societies (hereinafter collectively referred to as "groups") are forms of property transactions based on custom, established by agreement among a group of people who come together to determine the number of members, the time, the amount of money or other property, the method of contribution, the distribution of benefits, and the rights and obligations of the members.

2. The organization of groups for the purpose of mutual assistance among the people shall be carried out in accordance with the provisions of the law.

3. In cases where the organization of a group involves interest, the interest rate must comply with the provisions of this Code.

4. It is strictly prohibited to organize mutual aid groups in the form of usurious lending.

Section 5. PROPERTY LEASE AGREEMENT

Subsection 1. GENERAL PROVISIONS ON PROPERTY LEASE AGREEMENTS

Article 472. Property lease contract

A property lease agreement is an agreement between the parties whereby the lessor transfers the property to the lessee for use for a specified period, and the lessee must pay rent.

Lease agreements for residential properties and lease agreements for properties used for other purposes shall be governed by the provisions of this Code, the Housing Law, and other relevant legal regulations.

Article 473. Rental Price

1. The rental price is agreed upon by the parties or determined by a third party at the request of the parties, unless otherwise provided by law.

2. In the absence of an agreement or if the agreement is unclear, the rent shall be determined based on the market price at the location and time of entering into the lease agreement.

Article 474. Lease Term

1. The lease term shall be agreed upon by the parties; if there is no agreement, it shall be determined based on the purpose of the lease.

2. If the parties do not agree on the lease term and the lease term cannot be determined based on the purpose of the lease, each party has the right to terminate the contract at any time, but must notify the other party in advance within a reasonable period of time.

Article 475. Subleasing

The lessee has the right to sublease the property they have leased, provided the lessor agrees.

Article 476. Delivery of Leased Property

1. The lessor must deliver the property to the lessee in the agreed quantity, quality, type, condition, time, and place, and provide necessary information regarding the use of the property.

2. If the lessor delays in delivering the property, the lessee may extend the delivery period or terminate the contract and claim damages; if the leased property does not meet the agreed quality standards, the lessee has the right to request the lessor to repair it, reduce the rent, or terminate the contract and claim damages.

Article 477. Obligation to ensure the usability of the leased property

1. The lessor must ensure that the leased property is in the condition agreed upon and suitable for the purpose of the lease throughout the lease term; the lessor must repair any damage or defects to the leased property, except for minor damage that, according to custom, the lessee must repair themselves.

2. If the leased property loses its utility value through no fault of the lessee, the lessee has the right to request the lessor to take one or more of the following measures:

a) Repair the property;

b) Reduce the rental price;

c) Replace the property or unilaterally terminate the contract and claim damages, if the leased property has defects that the lessee was unaware of or the leased property cannot be repaired, thereby rendering the purpose of the lease unattainable.

3. If the lessor has been notified but fails to repair or repairs not in a timely manner, the lessee has the right to repair the leased property at a reasonable cost, but must notify the lessor and has the right to request the lessor to pay the repair costs.

Article 478. Obligation to ensure the lessee's right to use the property

1. The lessor must ensure stable use of the property for the lessee.

2. In the event of a dispute over ownership of the leased property that prevents the lessee from using the property stably, the lessee has the right to unilaterally terminate the contract and claim compensation for damages.

Article 479. Obligation to preserve the leased property

1. The lessee must preserve the leased property, perform maintenance, and make minor repairs; if the property is lost or damaged, the lessee must compensate for the loss.

The lessee is not liable for natural wear and tear resulting from the use of the leased property.

2. The lessee may repair and increase the value of the leased property, if agreed by the lessor, and has the right to request the lessor to pay reasonable costs.

Article 480. Obligation to use leased property for its intended purpose

1. The lessee must use the leased property in accordance with its intended use and the agreed purpose.

2. If the lessee uses the property for purposes other than its intended use or purpose, the lessor has the right to unilaterally terminate the contract and claim compensation for damages.

Article 481. Payment of Rent

1. The lessee must pay the rent in full within the agreed time limit; if there is no agreement on the time limit for payment of rent, the time limit for payment of rent shall be determined according to local customs; if the time limit cannot be determined according to local customs, the lessee must pay the rent when returning the leased property.

2. Where the parties agree on periodic rent payments, the lessor has the right to unilaterally terminate the contract if the lessee fails to pay rent for three consecutive periods, unless otherwise agreed or provided by law.

Article 482. Return of leased property

1. The lessee must return the leased property in the same condition as when received, except for natural wear and tear or as otherwise agreed; if the value of the leased property has decreased compared to the condition when received, the lessor has the right to claim compensation for damages, except for natural wear and tear.

2. If the leased property is movable property, the place of return shall be the residence or headquarters of the lessor, unless otherwise agreed.

3. If the leased property is livestock, the lessee must return the leased livestock and any livestock born during the lease period, unless otherwise agreed. The lessor must pay the lessee the cost of caring for the livestock born during the lease period.

4. If the lessee delays returning the leased property, the lessor has the right to request the lessee to return the leased property, pay the rent for the delay period, and compensate for damages; the lessee must pay a penalty for delaying the return of the leased property, if agreed.

5. The lessee shall bear the risk of loss or damage to the leased property during the period of delay.

Subsection 2. ASSET LEASE CONTRACT

Article 483. Lease agreement

A lease contract is an agreement between the parties whereby the lessor transfers the property to the lessee for exploitation, enjoyment of the benefits and income derived from the leased property, and the lessee is obligated to pay rent.

Article 484. Subject matter of a lease contract

The subject matter of a lease agreement may be land, forests, unexploited water surfaces, livestock, production and business facilities, other means of production, and necessary equipment for exploiting the utility and enjoying the benefits and income, unless otherwise provided by law.

Article 485. Lease term

The lease term shall be agreed upon by the parties. In the absence of an agreement or if the agreement is unclear, the lease term shall be determined based on the production or business cycle appropriate to the nature of the leased subject matter.

Article 486. Lease price

The lease price shall be agreed upon by the parties; if the lease is conducted through bidding, the lease price shall be determined based on the bidding results.

Article 487. Transfer of leased property

When transferring leased property, the parties must prepare a report assessing the condition of the leased property and determining its value.

If the parties cannot determine the value, they shall invite a third party to determine the value and must prepare a written document.

Article 488. Payment of lease fees and payment methods

1. Lease payments may be made in kind, in cash, or by performing a specific task.
2. The lessee must pay the full lease payment even if the leased property is not utilized.
3. When concluding a lease contract, the parties may agree on conditions for reducing the lease payment; if at least one-third of the profits or income is lost due to force majeure, the lessee has the right to request a reduction or exemption from the lease payment, unless otherwise agreed.
4. Where the lessee must pay in kind according to the season or cycle of exploitation of the leased property, payment must be made at the end of the season or cycle of exploitation, unless otherwise agreed.
5. If the lessee is required to perform a specific task, they must perform that task correctly.
6. The deadline for payment of lease rent shall be agreed upon by the parties; if the parties have no agreement, the lessee must pay on the last day of each month; in the case of leasing based on a production or business cycle, payment must be made no later than the end of that production or business cycle.

Article 489. Exploitation of leased property

The lessee must exploit the leased property for the agreed purpose and periodically report to the lessor on the condition of the property and the exploitation of the property; if the lessor requests or requires an urgent report, the lessee must report promptly. If the lessee exploits the leased property for purposes other than those agreed upon, the lessor has the right to unilaterally terminate the contract and claim compensation for damages.

Article 490. Preservation, maintenance, and disposal of leased property

1. During the term of exploitation of the leased property, the lessee shall preserve and maintain the leased property and accompanying equipment at its own expense, unless otherwise agreed; if the lessee loses, damages, or causes a loss or reduction in the value of the leased property, it shall compensate for the damages. The lessee shall not be liable for natural wear and tear resulting from the use of the leased property.
2. The lessee may repair or renovate the leased property on their own if agreed upon and must preserve the value of the leased property.

The lessor must pay the lessee reasonable costs for repairing or renovating the leased property as agreed.

3. The lessee may not sublease the leased property, except with the consent of the lessor.

Article 491. Enjoyment of benefits and bearing of losses related to leased livestock

During the term of the livestock lease, the lessee shall be entitled to half of the livestock born and shall bear half of the losses incurred in the leased livestock due to force majeure, unless otherwise agreed.

Article 492. Unilateral termination of a livestock lease contract

1. If one party unilaterally terminates the contract, it must notify the other party in advance within a reasonable period of time; if the lease is seasonal or based on an exploitation cycle, the notice period must be consistent with the season or exploitation cycle.
2. In case the lessee violates its obligations, but the exploitation of the leased object is the sole source of livelihood of the lessee and the continuation of the lease does not seriously affect the interests of the lessor, the lessor may not unilaterally terminate the contract; the lessee must commit to the lessor not to continue violating the contract.

Article 493. Return of leased property

Upon termination of the lease contract, the lessee must return the leased property in a condition commensurate with the agreed depreciation rate; if the value of the leased property is diminished or reduced, the lessee must compensate for the damage.

Section 6. LEASE AGREEMENT

Article 494. Property Loan Agreement

A property loan contract is an agreement between the parties whereby the lender transfers the property to the borrower for use within a specified period without payment, and the borrower must return the property upon expiration of the loan period or upon fulfillment of the loan purpose.

Article 495. Subject Matter of a Property Loan Agreement

All non-consumable property may be the subject matter of a property loan agreement.

Article 496. Obligations of the borrower

1. Maintain and preserve the borrowed property; do not arbitrarily alter the condition of the property; if the property is damaged under normal circumstances, it must be repaired.
2. Not to lend the property to others without the consent of the lender.
3. Return the borrowed property on time; if there is no agreement on the return date, the borrower must return the property immediately after the purpose of the loan has been achieved.
4. Compensate for damages if the borrowed property is lost or damaged.
5. The borrower shall bear the risk for the borrowed property during the period of delay in return.

Article 497. Rights of the borrower

1. To use the borrowed property in accordance with its intended use and the agreed purpose.
2. To request the lender to pay reasonable costs for repairs or enhancements to the borrowed property, if agreed upon.
3. Not to be liable for the natural wear and tear of the borrowed property.

Article 498. Obligations of the Lender

1. Provide necessary information regarding the use of the property and any defects in the property, if any.
2. Pay the borrower the costs of repairing or enhancing the value of the property, if agreed upon.
3. Compensate the borrower for damages if the lender knew of defects in the property but failed to inform the borrower, thereby causing damage to the borrower, except for defects that the borrower knew or should have known about.

Article 499. Rights of the Lender

1. To reclaim the property immediately after the borrower has achieved the purpose of the loan if there is no agreement on the loan term; if the lender has an urgent and pressing need to use the loaned property, the lender may reclaim the property even if the borrower has not achieved the purpose, but must give reasonable advance notice.
2. To demand the return of the property if the borrower uses it for purposes other than those agreed upon, uses it improperly, or lends it to another person without the lender's consent.
3. Request compensation for damages to the property caused by the borrower.

Section 7. CONTRACTS ON LAND USE RIGHTS

Article 500. Contract on Land Use Rights

A land use rights contract is an agreement between the parties whereby the land user transfers, assigns, leases, subleases, donates, mortgages, contributes capital rights to use the land, or exercises

other rights in accordance with the provisions of the Land Law to the other party; the other party exercises rights and obligations under the contract with the land user.

Article 501. Content of land use right contracts

1. General provisions on contracts and the content of common contracts related to this Code shall also apply to land use right contracts, unless otherwise provided by law.

2. The content of a land use rights contract shall not contravene the provisions on the purpose of use, term of use, planning, and land use plans, as well as other rights and obligations under the Land Law and other relevant laws.

Article 502. Form and procedures for executing land use right contracts

1. Land use right contracts must be established in writing in a form consistent with the provisions of this Code, land laws, and other relevant legal provisions.

2. The implementation of land use right contracts must follow the procedures and formalities prescribed by land laws and other relevant legal provisions.

Article 503. Effectiveness of the transfer of land use rights

The transfer of land use rights takes effect from the time of registration in accordance with the provisions of the Land Law.

Section 8. COOPERATION CONTRACTS

Article 504. Cooperation Contract

1. A cooperation contract is an agreement between individuals or legal entities to jointly contribute assets and labor to perform a specific task, share the benefits, and bear joint responsibility.

2. A cooperation contract must be in writing.

Article 505. Content of a cooperation contract

A cooperation agreement shall primarily include the following content:

1. Purpose and term of cooperation;
2. Full name and place of residence of individuals; name and registered office of legal entities;
3. Contributions of assets, if any;
4. Contributions in the form of labor, if any;
5. Method of profit and income distribution;
6. Rights and obligations of cooperative members;
7. Rights and obligations of representatives, if any;
8. Conditions for joining and withdrawing from the cooperative agreement, if any;
9. Conditions for termination of cooperation.

Article 506. Common property of cooperative members

1. Assets contributed by members, jointly created assets, and other assets as prescribed by law are common property of cooperative members according to their respective shares.

In cases where there is an agreement on cash contributions and a cooperative member delays in fulfilling their obligation, they shall be liable to pay interest on the delayed amount in accordance with Article 357 of this Code and shall compensate for any damages.

2. The disposal of assets, including land use rights, houses, production facilities, and other means of production, must be agreed upon in writing by all members; the disposal of other assets shall be decided by the representatives of the members, unless otherwise agreed.

3. Joint property shall not be divided before the termination of the cooperation contract, unless all members of the cooperation have agreed otherwise.

The division of joint property specified in this clause does not alter or terminate the rights and obligations established and exercised prior to the division of property.

Article 507. Rights and obligations of cooperative members

1. To receive profits and income generated from cooperative activities.
2. To participate in decisions regarding the implementation of the cooperative agreement and to supervise cooperative activities.
3. To compensate other cooperative members for damages caused by their own fault.
4. Perform other rights and obligations under the contract.

Article 508. Establishment and execution of civil transactions

1. If cooperative members appoint a representative, that person shall act as the representative in establishing and executing civil transactions.
2. If the cooperative members do not appoint a representative, the cooperative members must jointly participate in establishing and performing civil transactions, unless otherwise agreed.
3. Civil transactions established and performed by the entities specified in paragraphs 1 and 2 of this Article give rise to the rights and obligations of all cooperative members.

Article 509. Civil Liability of Cooperative Members

Cooperative members shall bear joint civil liability with their joint property; if the joint property is insufficient to fulfill the joint obligations, the cooperative members shall bear liability with their separate property in proportion to their respective contributions, unless otherwise provided for in the cooperative contract or by law.

Article 510. Withdrawal from the cooperative contract

1. A member has the right to withdraw from the cooperative agreement in the following cases:
 - a) In accordance with the conditions agreed upon in the cooperative contract;
 - b) For a valid reason and with the consent of more than half of the total number of cooperative members.
2. Members withdrawing from the cooperative contract have the right to request the return of their contributed assets, receive their share of the common assets, and must settle their obligations as agreed. If the division of assets in kind affects the cooperative's activities, the assets shall be valued in cash for division.

Withdrawal from the cooperative contract does not terminate the rights and obligations of the person established and performed prior to the withdrawal from the cooperative contract.

3. If withdrawal from the cooperative contract does not fall under the cases specified in Clause 1 of this Article, the member withdrawing from the contract shall be deemed to be in breach of contract and shall be liable for civil responsibility in accordance with the provisions of this Code and other relevant laws.

Article 511. Joining a cooperative contract

Unless otherwise provided in the cooperative contract, an individual or legal entity may become a new member of the contract if approved by more than half of the total number of cooperative members.

Article 512. Termination of a cooperative contract

1. A cooperative contract terminates in the following cases:
 - a) By mutual agreement of the cooperative members;
 - b) Upon expiration of the term specified in the cooperative agreement;
 - c) The purpose of the cooperation has been achieved;
 - d) By decision of the competent state agency;
 - e) Other cases as provided for in this Code or other relevant laws.

2. Upon termination of the cooperation contract, debts arising from the contract must be paid; if the joint assets are insufficient to pay the debts, the personal assets of the cooperation members must be used to pay the debts in accordance with the provisions of Article 509 of this Code.

If the debts have been fully paid off and there are still joint assets remaining, they shall be distributed to the cooperative members in proportion to each person's contribution, unless otherwise agreed.

Section 9. SERVICE CONTRACTS

Article 513. Service Contract

A service contract is an agreement between the parties whereby the service provider performs work for the service user, and the service user must pay the service provider for the services rendered.

Article 514. Subject matter of a service contract

The subject matter of a service contract is work that can be performed, does not violate any legal prohibitions, and is not contrary to social morality.

Article 515. Obligations of the service user

1. Provide the service provider with the necessary information, documents, and means to perform the work, if agreed upon or if the performance of the work requires it.

2. Pay the service provider for the services in accordance with the agreement.

Article 516. Rights of the service user

1. Request the service provider to perform the work in accordance with the agreed quality, quantity, timeframe, location, and other terms.

2. In the event that the service provider seriously violates its obligations, the service user has the right to unilaterally terminate the contract and request compensation for damages.

Article 517. Obligations of the service provider

1. Perform the work in accordance with the agreed quality, quantity, timeframe, location, and other terms.

2. Not to delegate the work to others without the consent of the service user.

3. Safeguard and return to the service user any documents and equipment provided after completing the work.

4. Immediately notify the service user of any incomplete information or documents, or tools that do not meet the quality standards required to complete the work.

5. Maintain confidentiality regarding information obtained during the performance of the work, if agreed upon or required by law.

6. Compensate the service user for any loss, damage to documents or equipment entrusted, or disclosure of confidential information.

Article 518. Rights of the service provider

1. Request the service user to provide information, documents, and equipment necessary to perform the work.

2. To modify service conditions for the benefit of the service user without necessarily awaiting the service user's consent, if waiting for consent would cause harm to the service user, but must immediately notify the service user.

3. To require the service user to pay for the service.

Article 519. Payment for Services

1. The service user must pay for the service in accordance with the agreement.

2. When concluding a contract, if there is no agreement on the service price, the method of determining the service price, and no other instructions regarding the service price, the service price

shall be determined based on the market price of similar services at the time and place of concluding the contract.

3. The service user must pay the service fee at the place where the work is performed upon completion of the service, unless otherwise agreed.

4. If the service provided does not meet the agreement or the work is not completed on time, the service user has the right to reduce the service fee and claim compensation for damages.

Article 520. Unilateral termination of service contracts

1. If continuing to perform the work is not beneficial to the service user, the service user has the right to unilaterally terminate the contract, but must notify the service provider in advance within a reasonable time; the service user must pay for the portion of the service that the service provider has performed and compensate for any damages.

2. In the event that the service user seriously violates its obligations, the service provider has the right to unilaterally terminate the contract and claim compensation for damages.

Article 521. Continuation of the service contract

After the expiration of the term for performing the work under the service contract, if the work has not been completed and the service provider continues to perform the work, and the service user is aware but does not object, the service contract shall automatically continue to be performed in accordance with the agreed terms until the work is completed.

Section 10. TRANSPORTATION CONTRACT

Subsection 1. PASSENGER TRANSPORTATION CONTRACT

Article 522. Passenger Transportation Contract

A passenger transportation contract is an agreement between the parties whereby the carrier transports passengers and luggage to a predetermined location as agreed, and the passengers must pay the transportation fare.

Article 523. Form of Passenger Transportation Contract

1. A passenger transportation contract may be established in writing, orally, or through specific actions.

2. A ticket serves as evidence of the conclusion of a passenger transport contract between the parties.

Article 524. Obligations of the carrier

1. Transport passengers from the departure point to the correct destination, at the correct time, by the agreed means of transport in a safe manner, according to the route; ensure sufficient space for passengers and do not transport beyond the load capacity.

2. Purchase civil liability insurance for passengers in accordance with the law.

3. Ensure the departure time is as notified or agreed upon.

4. Transport luggage and return it to passengers or authorized recipients at the agreed location at the correct time and along the agreed route.

5. Refund passengers the transportation fare as agreed or in accordance with the law.

Article 525. Rights of the carrier

1. Require passengers to pay the full transportation fare for passengers and the transportation fare for carry-on luggage exceeding the specified limit.

2. Refuse to transport passengers in the following cases:

a) The passenger fails to comply with the carrier's regulations or engages in conduct that disrupts public order, obstructs the carrier's work, threatens the life, health, or property of others, or engages in other conduct that compromises safety during the journey; in this case, the passenger shall not be refunded the transportation fare and shall be subject to a penalty for violation, if the transportation regulations so provide;

b) Due to the passenger's health condition, the carrier clearly determines that transportation would endanger the passenger themselves or others during the journey;

c) To prevent the spread of disease.

Article 526. Obligations of passengers

1. Pay the full passenger transportation fare, any excess baggage fees exceeding the specified limit, and take responsibility for safeguarding their personal belongings.

2. Be present at the departure point at the agreed time.

3. Respect and comply with the carrier's regulations and other regulations regarding traffic safety.

Article 527. Rights of Passengers

1. To be transported by the agreed means of transport and at the agreed fare for the agreed route.

2. Be exempt from transportation fees for checked baggage and carry-on baggage within the agreed limits or as prescribed by law.

3. To request payment of incurred costs or compensation for damages if the carrier is at fault for failing to transport the goods within the agreed time and place.

4. Receive a full or partial refund of the transportation fee in the cases specified in points b and c of paragraph 2 of Article 525 of this Code and in other cases prescribed by law or by agreement.

5. Receive luggage at the agreed location at the correct time and route.

6. Request a temporary suspension of the journey within the timeframe and in accordance with the procedures prescribed by law.

Article 528. Liability for Compensation for Damages

1. In cases where the life, health, or luggage of passengers is damaged, the carrier must compensate in accordance with the law.

2. The carrier shall not be liable for damages to the life, health, or luggage of passengers if the damage is entirely due to the fault of the passenger, unless otherwise provided by law.

3. If a passenger violates the agreed transportation conditions or the provisions of the transportation regulations and causes damage to the carrier or a third party, the passenger shall be liable for compensation.

Article 529. Unilateral termination of passenger transportation contracts

1. The carrier has the right to unilaterally terminate the contract in the cases specified in Clause 2 of Article 525 of this Code.

2. Passengers have the right to unilaterally terminate the contract in cases where the carrier violates the obligations specified in paragraphs 1, 3, and 4 of Article 524 of this Code.

Subsection 2. CONTRACT FOR THE TRANSPORTATION OF GOODS

Article 530. Contract for the Transportation of Property

A property transportation contract is an agreement between the parties, under which the carrier has the obligation to transport the property to the agreed location and deliver it to the person entitled to receive it, and the transportation customer has the obligation to pay the transportation fee.

Article 531. Form of a contract for the transportation of goods

1. A property transportation contract may be concluded in writing, orally, or established through specific actions.

2. A bill of lading or equivalent transport document serves as evidence of the conclusion of the contract between the parties.

Article 532. Delivery of Property to the Carrier

1. The shipper shall deliver the goods to the carrier at the agreed time, place, and in the agreed packaging; the shipper shall bear the costs of loading and unloading the goods onto the means of transport, unless otherwise agreed.

2. If the shipper delivers the goods not in accordance with the agreed time and place, they must pay the carrier the costs of waiting and transporting the goods to the place agreed in the contract.

If the carrier delays in receiving the goods at the agreed location, they shall bear the costs incurred due to the delay in receiving the goods.

Article 533. Transportation Fees

1. The transportation freight rate shall be agreed upon by the parties; if the law stipulates a transportation freight rate, that rate shall apply.

2. The shipper must pay the full transportation freight charges after the goods are loaded onto the transportation vehicle, unless otherwise agreed.

Article 534. Obligations of the Carrier

1. Ensure the safe and complete transportation of the goods to the designated location within the agreed timeframe.

2. Deliver the goods to the person entitled to receive them.

3. Bear the costs associated with the transportation of the goods, unless otherwise agreed.

4. Purchase civil liability insurance in accordance with the law.

5. Compensation for damages to the shipper in the event that the carrier loses or damages the property, except where otherwise agreed or provided by law.

Article 535. Rights of the carrier

1. Verify the authenticity of the property, the bill of lading, or other equivalent transport documents.

2. Refuse to transport property that does not match the type of property agreed upon in the contract.

3. To require the shipper to pay the full transportation charges on time.

4. Refuse to transport prohibited goods, hazardous goods, or toxic goods if the carrier knows or should know of such goods.

Article 536. Obligations of the shipper

1. Pay the carrier the full transportation fees in accordance with the agreed-upon timeframe and method.

2. Provide necessary information related to the transported goods to ensure their safety.

3. Supervise the goods during transportation, if agreed upon. In the event that the shipper supervises the goods and the goods are lost or damaged, no compensation shall be paid.

Article 537. Rights of the shipper

1. Request the carrier to transport the goods to the agreed location and time.

2. Directly or designate a third party to receive the transported property.

Article 538. Delivery of Property to the Recipient

1. The consignee may be the party hiring the carrier or a third party designated by the party hiring the carrier to receive the property.

2. The carrier must deliver the property in full, on time, and to the agreed location to the recipient.

3. If the property has been delivered to the delivery location on time but there is no recipient, the carrier may deposit the property at a storage facility and must immediately notify the shipper or the third party designated by the shipper to receive the property. The shipper or the third party designated by the shipper to receive the property shall bear the reasonable costs incurred from storing the property.

The obligation to deliver the goods is fulfilled when the goods have been stored and the shipper or the third party designated by the shipper to receive the goods has been notified of the storage.

Article 539. Obligations of the consignee

1. Present the bill of lading or equivalent transport document to the carrier and receive the goods at the agreed time and place.
2. Bear the costs of loading and unloading the transported property, unless otherwise agreed or otherwise provided by law.
3. Pay reasonable costs incurred due to delayed receipt of the goods.
4. If the consignee is a third party designated by the shipper, the consignee must notify the shipper of the receipt of the goods and provide other necessary information as required by the shipper.

Article 540. Rights of the receiving party

1. Inspect the quantity and quality of the transported assets.
2. Receive the transported assets.
3. Request the carrier to pay reasonable costs incurred due to waiting to receive the goods if the carrier delays delivery.
4. Request the carrier to compensate for damages caused by loss or damage to the goods.

Article 541. Liability for Compensation for Damages

1. The carrier must compensate the shipper for damages if the goods are lost or damaged, except as provided in paragraph 3 of Article 536 of this Code.
2. The shipper shall compensate the carrier and third parties for damages caused by dangerous or toxic goods that are not properly packaged or secured during transportation.
3. In cases of force majeure leading to the loss, damage, or destruction of transported goods during transportation, the carrier shall not be liable for compensation for damages, except as otherwise agreed or provided by law.

Section 11. PROCESSING CONTRACT

Article 542. Processing Contract

A processing contract is an agreement between the parties whereby the processing party performs work to create products according to the requirements of the ordering party, and the ordering party receives the products and pays the processing fee.

Article 543. Subject matter of a processing contract

The subject matter of a processing contract is an item specified in advance according to a sample, standard agreed upon by the parties, or as prescribed by law.

Article 544. Obligations of the commissioning party

1. Provide raw materials in the agreed quantity, quality, timeframe, and location to the contractor; provide necessary documents related to the processing.
2. Instruct the processing party on the performance of the contract.
3. Pay the processing fee in accordance with the agreement.

Article 545. Rights of the party placing the processing order

1. Receive the processed products in accordance with the agreed quantity, quality, method, timeframe, and location.
2. Unilaterally terminate the contract and claim compensation for damages if the contractor seriously breaches the contract.
3. If the product does not meet quality standards but the commissioning party agrees to accept the product and requests repairs, and the contractor cannot repair it within the agreed time limit, the commissioning party has the right to cancel the contract and claim damages.

Article 546. Obligations of the contractor

1. Safeguard the raw materials provided by the commissioning party.
2. Notify the customer to replace the raw materials if they do not meet quality standards; refuse to perform the processing if it is known or should be known that the use of such materials could result in products harmful to society.
3. Deliver the products to the commissioning party in the agreed quantity, quality, manner, time, and place.
4. Maintain confidentiality regarding the manufacturing process and the products produced.
5. Be responsible for product quality, except in cases where the product fails to meet quality standards due to raw materials provided by the client or unreasonable instructions from the client.
6. Return any remaining raw materials to the client after completing the contract.

Article 547. Rights of the processing contractor

1. Require the contracting party to deliver raw materials in accordance with the agreed quality, quantity, timeframe, and location.
2. Refuse unreasonable instructions from the client during contract execution if such instructions may reduce product quality, but must immediately notify the client.
3. To require the contracting party to pay the full fee in accordance with the agreed timeframe and method.

Article 548. Risk Liability

Until the product is delivered to the customer, the party who owns the raw materials shall bear the risk for the raw materials or the product made from those raw materials, unless otherwise agreed.

If the customer delays in receiving the product, they shall bear the risk during the delay period, even if the product is made from the materials of the contractor, unless otherwise agreed.

When the party receiving the processing is late in delivering the product and there is a risk to the processed product, it must compensate the party placing the order for any damages incurred.

Article 549. Delivery and receipt of processed products

The processing contractor must deliver the product and the processing client must receive the product within the agreed timeframe and at the agreed location.

Article 550. Delayed delivery or receipt of processed products

1. If the contractor delays delivery of the product, the client may grant an extension; if the contractor still fails to complete the work by the end of that extension period, the client has the right to unilaterally terminate the contract and claim compensation for damages.

2. If the commissioning party delays in receiving the product, the processing party may send the product to a storage location and must immediately notify the commissioning party. The obligation to deliver the completed product is fulfilled when the agreed conditions are met and the commissioning party has been notified. The commissioning party shall bear all costs incurred from storage.

Article 551. Unilateral termination of a processing contract

1. Each party has the right to unilaterally terminate the processing contract if continuing the contract is not in its interest, unless otherwise agreed or otherwise provided by law, but must notify the other party within a reasonable time.

2. The commissioning party unilaterally terminating the contract must pay the corresponding fee for the work already performed, unless otherwise agreed. The commissioned party unilaterally terminating the contract shall not be entitled to payment, unless otherwise agreed.

3. The party unilaterally terminating the contract that causes damage to the other party shall be liable for compensation.

Article 552. Payment of wages

1. The commissioning party must pay the full remuneration upon receiving the product, unless otherwise agreed.

2. If there is no agreement on the amount of remuneration, the average remuneration for the production of similar products at the place of processing and at the time of payment shall apply.

3. The commissioning party shall not have the right to reduce the labor cost if the product does not meet quality standards due to the raw materials provided by the commissioning party or due to unreasonable instructions given by the commissioning party.

Article 553. Settlement of Materials

Upon termination of the processing contract, the processing party must return any remaining raw materials to the commissioning party, unless otherwise agreed.

Section 12. CONTRACT FOR THE DEPOSIT OF PROPERTY

Article 554. Property custody contract

A property custody contract is an agreement between the parties whereby the custodian receives property from the depositor for safekeeping and returns the same property to the depositor upon expiration of the contract term. The depositor must pay the custodian a fee, unless the custody is provided free of charge.

Article 555. Obligations of the depositor

1. Upon delivering the property, the depositor must immediately inform the custodian of the condition of the property and the appropriate measures for its safekeeping; if the depositor fails to do so and the property is destroyed or damaged due to improper safekeeping, the depositor shall bear full responsibility; if damage is caused, the depositor must compensate for it.

2. The depositor must pay the full fee, on time, and in the manner agreed upon.

Article 556. Rights of the depositor

1. The right to request the return of the property at any time, if the custody contract does not specify a term, but the custodian must be given reasonable prior notice.

2. Request compensation for damages if the custodian loses or damages the deposited property, except in cases of force majeure.

Article 557. Obligations of the depository

1. To preserve the property in accordance with the agreement and return it to the depositor in the same condition as when it was received.

2. Only change the method of preserving the property if the change is necessary to better preserve the property, but must immediately notify the depositor of the change.

3. Promptly notify the depositor of any risk of damage or destruction to the property due to its nature and request the depositor to indicate how to resolve the issue within a specified period; if the depositor does not respond within that period, the custodian has the right to take necessary measures to preserve the property and request the depositor to pay the costs.

4. The custodian must compensate for any loss or damage to the deposited property, except in cases of force majeure.

Article 558. Rights of the custodian

1. To request the depositor to pay the agreed fee.

2. Request the depositor to pay reasonable costs for preserving the property in cases where no fee is paid.

3. Request the depositor to retrieve the property at any time, but must give the depositor reasonable notice in cases of indefinite custody.

4. Sell the deposited property that is at risk of damage or destruction to protect the interests of the depositor, notify the depositor of such sale, and return to the depositor the proceeds from the sale of the property, after deducting reasonable costs incurred in selling the property.

Article 559. Return of deposited property

1. The depository must return the property received and any profits, unless otherwise agreed.

The place of return of the deposited property is the place of deposit; if the depositor requests the return of the property at another place, they shall bear the transportation costs to that place, unless otherwise agreed.

2. The custodian must return the property on time and may only request the depositor to retrieve the property before the due date if there is a valid reason.

Article 560. Delayed Delivery or Receipt of Deposited Property

If the depository delays delivery of the property, it may not request the depositor to pay fees and expenses for storage from the time of delay and shall bear the risk for the property during the period of delay.

If the depositor delays in receiving the property, they must pay the custodian for storage costs and fees during the period of delay.

Article 561. Payment of Fees

1. The sender must pay the full labor costs when retrieving the deposited property, unless otherwise agreed.

2. If the parties do not agree on the amount of labor costs, the average labor cost at the location and time of payment shall apply.

3. If the depositor retrieves the property before the due date, they must still pay the full labor costs and cover any necessary expenses incurred by the custodian in returning the property early, unless otherwise agreed.

4. When the depository requests the depositor to retrieve the property before the due date, the depository shall not receive any remuneration and shall compensate the depositor for any damages, unless otherwise agreed.

Section 13. POWER OF ATTORNEY AGREEMENT

Article 562. Agency Contract

A power of attorney contract is an agreement between the parties whereby the authorized party undertakes to perform work on behalf of the authorizing party, and the authorizing party is only required to pay remuneration if there is an agreement or if the law so provides.

Article 563. Term of the Power of Attorney

The term of the power of attorney is agreed upon by the parties or prescribed by law; if there is no agreement and no legal provision, the power of attorney contract is valid for one year from the date of establishment of the power of attorney.

Article 564. Sub-delegation

1. The authorized party may re-authorize another person in the following cases:

a) With the consent of the principal;

b) Due to force majeure, if sub-authorization is not applied, the purpose of establishing and performing the civil transaction for the benefit of the authorizing party cannot be achieved.

2. The re-delegation shall not exceed the scope of the original delegation.

3. The form of the re-delegation contract must be consistent with the form of the original delegation.

Article 565. Obligations of the authorized party

1. Perform the work in accordance with the authorization and notify the authorizing party of the performance of such work.

2. Notify the third party in the agency relationship of the term, scope of the agency, and any amendments or additions to the scope of the agency.

3. Safeguard and preserve the documents and tools provided for the purpose of carrying out the authorization.

4. Maintain confidentiality regarding information obtained while performing the authorization.
5. Return to the principal the assets received and any benefits obtained during the execution of the authorization in accordance with the agreement or as prescribed by law.
6. Compensate for damages caused by violating the obligations specified in this Article.

Article 566. Rights of the authorized party

1. Request the principal to provide the necessary information, documents, and means to perform the agency work.
2. Be reimbursed for reasonable expenses incurred in performing the authorized work; receive compensation, if agreed upon.

Article 567. Obligations of the principal

1. Provide the necessary information, documents, and means for the authorized party to perform the work.
2. Be liable for commitments made by the authorized party within the scope of the authorization.
3. Pay reasonable expenses incurred by the agent in performing the authorized work; pay remuneration to the agent, if there is an agreement on remuneration.

Article 568. Rights of the principal

1. Request the authorized party to provide full information regarding the performance of the authorized work.
2. Request the authorized party to return the property and benefits obtained from performing the authorized work, unless otherwise agreed.
3. To be compensated for damages if the agent breaches the obligations specified in Article 565 of this Code.

Article 569. Unilateral termination of the agency contract

1. In the case of a paid agency, the principal has the right to unilaterally terminate the contract at any time, but must pay the agent remuneration corresponding to the work performed by the agent and compensate for damages; if the agency is without remuneration, the principal may terminate the contract at any time, but must give the agent reasonable prior notice.

The principal must notify the third party in writing of the principal's termination of the contract; if no notification is given, the contract with the third party remains valid, unless the third party knows or should know that the agency contract has been terminated.

2. In the case of an agency without remuneration, the agent has the right to unilaterally terminate the contract at any time, but must give the principal reasonable prior notice; if the agency involves remuneration, the agent has the right to unilaterally terminate the contract at any time and must compensate the principal for any damages, if any.

Chapter XVII. PROMISES OF REWARDS, CONTESTS WITH PRIZES

Article 570. Reward Offers

1. A person who has publicly promised a reward must pay the reward to the person who has performed the work as required by the promisor.
2. The work for which the reward is promised must be specific, feasible, not violate any legal prohibitions, and not contravene social morality.

Article 571. Withdrawal of a Reward Promise

Before the deadline for performing the work, the person who promised the reward has the right to withdraw their promise of reward. The withdrawal of the promise of reward must be made in the same manner and through the same means as the promise of reward was made public.

Article 572. Payment of Rewards

1. In cases where a task promised a reward is performed by one person, upon completion of the task, the person who performed the task shall receive the reward.

2. When a work promised a reward is performed by multiple persons acting independently of each other, the first person to complete the work shall receive the reward.

3. If multiple persons complete the work promised as a reward at the same time, the reward shall be divided equally among them.

4. In cases where multiple persons collaborate to perform a task promised a reward at the request of the person promising the reward, each person shall receive a portion of the reward corresponding to their contribution.

Article 573. Contests with prizes

1. The organization of cultural, artistic, sports, scientific, technical, and other competitions shall not violate the prohibitions of the law or contravene social morality.

2. The organizer of the competition must announce the conditions for participation, the scoring system, the prizes, and the amount of each prize.

Any changes to the conditions for participation must be made in accordance with the published procedures within a reasonable time before the competition takes place.

3. Winners have the right to request that the competition organizer award prizes at the levels announced.

Chapter XVIII. PERFORMING WORK WITHOUT AUTHORIZATION

Article 574. Performing work without authorization

Performing work without authorization refers to a situation where a person, who has no obligation to perform the work, voluntarily performs it for the benefit of the person for whom the work is being done, either because the latter is unaware of it or knows but does not object.

Article 575. Obligation to perform work without authorization

1. A person performing work without authorization has the obligation to perform the work in accordance with their capabilities and circumstances.

2. A person performing an unauthorized act must perform the act as if it were their own; if they know or can infer the intention of the person for whom the act is performed, they must perform the act in accordance with that intention.

3. The person performing the work without authorization must inform the person for whom the work is being performed about the process and results of the work if requested, except in cases where the person for whom the work is being performed is already aware or the person performing the work without authorization does not know the residence or headquarters of that person.

4. In the event of the death of the person for whom the work is being performed, if an individual, or the termination of existence, if a legal entity, the person performing the work without authorization must continue to perform the work until the heir or representative of the person for whom the work is being performed has taken over.

5. If there is a valid reason why the person performing the work without authorization cannot continue to perform the work, they must notify the person for whom the work is being performed, their representative, or their relatives, or may ask another person to perform the work on their behalf.

Article 576. Payment Obligations of the Person for Whom the Work Was Performed

1. The person for whom the work is performed must accept the work when the unauthorized person performing the work hands over the work and pay the reasonable expenses that the unauthorized person performing the work has incurred to perform the work, even if the work does not achieve the desired result.

2. The person for whom the work is performed must pay the unauthorized performer a fee when the latter performs the work diligently and to the benefit of the former, unless the unauthorized performer refuses.

Article 577. Obligation to compensate for damages

1. If the person performing the work without authorization intentionally causes damage while performing the work, they must compensate the person for whom the work was performed for the damage.

2. If the person performing the unauthorized work causes damage unintentionally while performing the work, the compensation amount may be reduced based on the circumstances under which the work was undertaken.

Article 578. Termination of Unauthorized Work

The performance of unauthorized work shall terminate in the following cases:

1. At the request of the person for whom the work is being performed;
2. The person for whom the work is being performed, their heir, or their representative accepts the work;
3. An unauthorized person performing the work may not continue to perform the work as provided for in Clause 5 of Article 575 of this Code;
4. An unauthorized person performing the work dies, if an individual, or ceases to exist, if a legal entity.

Chapter XIX. OBLIGATION TO RETURN ASSETS OCCUPIED OR USED WITHOUT LEGAL BASIS, OR TO RETURN BENEFITS DERIVED FROM SUCH ASSETS

Article 579. Obligation to return

1. A person who possesses or uses another person's property without legal basis shall return it to the owner or other entitled party; if the owner or other entitled party cannot be found, the property shall be handed over to the competent state agency, except as provided for in Article 236 of this Code.

2. A person who has benefited from property without legal grounds, thereby causing damage to another person, must return such benefit to the person who suffered the damage, except as provided for in Article 236 of this Code.

Article 580. Return of Property

1. A person who possesses or uses property without legal grounds must return all property obtained.

2. Where the property to be returned is a specific item, that specific item must be returned; if that specific item is lost or damaged, compensation in money must be paid, except where otherwise agreed.

3. If the property to be returned is of the same type but has been lost or damaged, the same type of property must be returned or compensation must be paid in money, unless otherwise agreed.

4. A person who has benefited from property without legal basis must return the benefit of that property to the injured party in kind or in cash.

Article 581. Obligation to return profits and income

1. A person who possesses, uses, or benefits from property without legal grounds and without good faith must return the fruits and income obtained from the time of possession, use, or benefit from the property without legal grounds.

2. A person who possesses, uses, or benefits from property without legal grounds but in good faith must return the fruits and profits obtained from the time that person knew or should have known about the possession, use, or benefit of the property without legal grounds, except as provided for in Article 236 of this Code.

Article 582. Right to Request a Third Party to Return Property

Where a person who possesses or uses property without legal basis has transferred the property to a third party, and the owner or other person with rights to the property requests restitution, the third party shall be obligated to return the property, unless otherwise provided for in this Code; if the

property has been paid for in cash or compensated, the third party has the right to request compensation for damages from the person who transferred the property to them.

Article 583. Payment Obligations

The owner, other entitled party to the property, or the injured party who has been returned the property must pay the necessary expenses incurred by the possessor, user, or beneficiary of the property without legal basis but in good faith to preserve or increase the value of the property.

Chapter XX. LIABILITY FOR COMPENSATION FOR DAMAGES OUTSIDE THE CONTRACT

Section 1. GENERAL PROVISIONS

Article 584. Basis for Liability for Damages

1. **Any person who commits an act that infringes upon the life, health, honor, dignity, reputation, property, rights, or other legitimate interests of another person and causes damage shall be liable for compensation, except as otherwise provided by this Code or other relevant laws.**

2. The person causing the damage shall not be liable for compensation for damages in cases where the damage arises from force majeure or is entirely due to the fault of the injured party, unless otherwise agreed or provided by law.

3. In cases where property causes damage, the owner or possessor of the property shall be liable for compensation for the damage, except where the damage arises in accordance with the provisions of paragraph 2 of this Article.

Article 585. Principles of Compensation for Damages

1. Actual damages must be compensated in full and in a timely manner. The parties may agree on the amount of compensation, the form of compensation in cash, in kind, or by performing a task, and the method of compensation in a lump sum or in installments, unless otherwise provided by law.

2. The party liable for compensation may have the compensation amount reduced if they are not at fault or are only slightly at fault and the damages are disproportionately large compared to their economic capacity.

3. When the level of compensation is no longer appropriate to the circumstances, the injured party or the party causing the damage has the right to request the court or other competent state agency to change the level of compensation.

4. If the injured party is at fault in causing the damage, they shall not be compensated for the damage caused by their own fault.

5. A party whose rights or interests have been infringed shall not be compensated if the damage occurred due to failure to take necessary and reasonable measures to prevent or limit damage to themselves.

Article 586. Capacity to bear liability for compensation for damages of individuals

1. Persons aged eighteen or older who cause damage must compensate for it themselves.

2. If a person under the age of fifteen causes damage and has parents, the parents shall compensate for the entire damage; if the parents' assets are insufficient to compensate and the minor who caused the damage has separate assets, those assets shall be used to compensate for the shortfall, except as provided for in Article 599 of this Code.

Persons aged fifteen to eighteen who cause damage shall compensate with their own property; if their property is insufficient to compensate, their parents shall compensate for the shortfall with their own property.

3. If a minor, a person lacking legal capacity, or a person with difficulties in understanding or controlling their behavior causes damage and has a guardian, the guardian may use the property of the person under guardianship to compensate; if the ward has no assets or insufficient assets to compensate, the guardian must compensate with their own assets; if the guardian proves that they are not at fault in the guardianship, they are not required to use their own assets to compensate.

Article 587. Compensation for damages caused by multiple persons

In cases where multiple persons jointly cause damage, those persons shall be jointly and severally liable to compensate the injured party. The liability for compensation of each person jointly causing the damage shall be determined in proportion to the degree of fault of each person; if the degree of fault cannot be determined, they shall compensate for the damage in equal shares.

Article 588. Statute of limitations for filing a claim for compensation for damages

The statute of limitations for filing a claim for damages is three years, starting from the date the person entitled to the claim knew or should have known that their lawful rights and interests had been infringed.

Section 2. DETERMINATION OF DAMAGES

Article 589. Damages caused by infringement of property

Damages resulting from the infringement of property include:

1. Property that is lost, destroyed, or damaged;
2. Benefits associated with the use or exploitation of property that is lost or diminished;
3. Reasonable costs incurred to prevent, limit, and remedy the damage;
4. Other damages as prescribed by law.

Article 590. Damages resulting from infringement of health

1. Damages resulting from harm to health include:

a) Reasonable costs for medical treatment, rehabilitation, and restoration of the health and functions lost or diminished by the injured person;

b) Actual income lost or reduced by the injured person; if the actual income of the injured person is unstable and cannot be determined, the average income of similar labor shall apply;

c) Reasonable expenses and actual income lost by the person caring for the injured person during treatment; if the injured person loses their ability to work and requires constant care, the damages shall also include reasonable expenses for caring for the injured person;

d) Other damages as prescribed by law.

2. The person liable for compensation in cases where another person's health is infringed upon must compensate for damages as prescribed in Clause 1 of this Article and an additional amount to compensate for the mental suffering endured by that person. The amount of compensation for mental suffering shall be agreed upon by the parties; if no agreement is reached, the maximum amount for a person whose health has been infringed shall not exceed fifty times the basic wage prescribed by the State.

Article 591. Damages for infringement of life

1. Damages for infringement of life include:

a) Damages for health violations as specified in Article 590 of this Code;

b) Reasonable expenses for funeral arrangements;

c) Maintenance payments for persons whom the victim was obligated to support;

d) Other damages as prescribed by law.

2. The person liable for compensation in the event of infringement of another person's life shall compensate for damages as prescribed in paragraph 1 of this Article and an additional sum to compensate for mental suffering to the first-degree relatives of the victim. If there are no such relatives, the person whom the victim directly supported or who directly supported the victim shall receive this sum. The amount of compensation for mental suffering shall be agreed upon by the parties; if no agreement is reached, the maximum amount for a person whose life has been taken shall not exceed one hundred times the base salary prescribed by the State.

Article 592. Damages for infringement of honor, dignity, and reputation

1. Damages for infringement of honor, dignity, and reputation include:

- a) Reasonable costs to mitigate or remedy the damage;
- b) Actual income lost or reduced;
- c) Other damages as prescribed by law.

2. The person liable for compensation in cases where the honor, dignity, or reputation of another person is violated shall compensate for the damages specified in paragraph 1 of this Article and an additional amount to compensate for the mental suffering endured by that person. The amount of compensation for mental suffering shall be agreed upon by the parties; if no agreement is reached, the maximum amount for a person whose honor, dignity, or reputation has been violated shall not exceed ten times the base salary prescribed by the State.

Article 593. Term for receiving compensation for damages caused by infringement of life and health

1. In cases where the injured person has completely lost their ability to work, the injured person shall receive compensation from the time they completely lost their ability to work until their death, unless otherwise agreed.

2. In cases where the victim dies, the persons whom the victim had a duty to support while alive shall receive support payments from the time the victim dies for the following periods:

a) Minors or unborn children who are the children of the deceased and are alive after birth shall receive support payments until they reach the age of eighteen, unless they are between the ages of fifteen and eighteen and are working and have sufficient income to support themselves;

b) An adult who is unable to work is entitled to receive alimony until death.

3. For the deceased's unborn child, maintenance payments shall be calculated from the time the child is born and survives.

Section 3. COMPENSATION FOR DAMAGES IN CERTAIN SPECIFIC CASES

Article 594. Compensation for damages in cases exceeding the limits of legitimate self-defense

A person who causes damage in a case of legitimate defense is not liable to compensate the injured party.

The person causing damage by exceeding the limits of legitimate defense must compensate the injured party.

Article 595. Compensation for damages in cases of exceeding the requirements of an emergency situation

1. Where damage occurs due to exceeding the requirements of an emergency situation, the person causing the damage must compensate the injured party for the damage caused by exceeding the requirements of the emergency situation.

2. The person who caused the emergency situation leading to the damage must compensate the injured party.

Article 596. Compensation for damages caused by persons under the influence of stimulants

1. A person who, due to drinking alcohol or using other stimulants, loses the ability to recognize and control their actions, thereby causing damage to others, must compensate for the damage.

2. When a person intentionally uses alcohol or other stimulants to cause another person to lose the ability to recognize and control their actions, thereby causing damage, they must compensate the injured party.

Article 597. Compensation for damages caused by persons of a legal entity

A legal entity must compensate for damages caused by its employees while performing duties assigned by the legal entity; if the legal entity has compensated for the damages, it has the right to request the person at fault in causing the damages to reimburse an amount of money in accordance with the law.

Article 598. Compensation for damages caused by persons performing official duties

The State shall be liable for damages caused by unlawful acts of persons performing official duties in accordance with the Law on State Liability for Damages.

Article 599. Compensation for damages caused by persons under fifteen years of age or persons without civil capacity during the period of direct management by schools, hospitals, or other legal entities

1. If a person under fifteen years of age causes damage while under the direct management of a school, the school shall compensate for the damage incurred.

2. If a person lacking legal capacity causes damage to another person during the time they are under the direct management of a hospital or other legal entity, the hospital or other legal entity shall compensate for the damage incurred.

3. Schools, hospitals, and other legal entities specified in paragraphs 1 and 2 of this Article shall not be liable for compensation if they can prove that they were not at fault in their management; in such cases, the parents or legal guardians of persons under fifteen years of age or persons lacking legal capacity shall be liable for compensation.

Article 600. Compensation for damages caused by employees or apprentices

Individuals and legal entities must compensate for damages caused by employees or apprentices while performing assigned work and have the right to request that employees or apprentices who are at fault for causing the damage reimburse a sum of money in accordance with the law.

Article 601. Compensation for damages caused by high-risk sources

1. High-risk sources include motorized transportation vehicles, electrical power systems, operating industrial plants, weapons, explosives, flammable substances, toxic substances, radioactive substances, wild animals, and other high-risk sources as prescribed by law.

The owner of a high-risk source must operate, use, maintain, guard, and transport the high-risk source in accordance with the provisions of the law.

2. Owners of high-risk sources must compensate for damages caused by high-risk sources; if the owner has transferred possession or use to another person, that person must compensate, unless otherwise agreed.

3. Owners, possessors, or users of high-risk sources must compensate for damages even in the absence of fault, except in the following cases:

a) The damage occurs entirely due to the intentional fault of the person suffering the damage;

b) The damage occurred in a case of force majeure or an emergency, unless otherwise provided by law.

4. In cases where a highly dangerous source is possessed or used unlawfully, the person unlawfully possessing or using the highly dangerous source shall be liable for damages.

If the owner, possessor, or user of a high-risk source is at fault for allowing the high-risk source to be unlawfully possessed or used, they shall be jointly liable for compensation for damages.

Article 602. Compensation for damages caused by environmental pollution

The entity causing environmental pollution that results in damage must compensate for such damage in accordance with the law, even if that entity is not at fault.

Article 603. Compensation for damage caused by animals

1. The owner of an animal shall compensate for any damage caused by the animal to others. The person in possession of or using the animal shall compensate for any damage during the period of possession or use of the animal, unless otherwise agreed.

2. If a third party is wholly at fault for causing the animal to cause damage to others, the third party shall compensate for the damage; if both the third party and the owner are at fault, they shall jointly compensate for the damage.

3. In cases where an animal is unlawfully possessed or used and causes damage, the unlawful possessor or user shall be liable for compensation; if the owner, possessor, or user of the animal is at fault for allowing the animal to be unlawfully possessed or used, they shall be jointly and severally liable for compensation for the damage.

4. In cases where livestock roaming freely according to custom causes damage, the owner of such livestock shall compensate according to custom but shall not violate the law or social morality.

Article 604. Compensation for damage caused by trees

The owner, possessor, or person entrusted with management must compensate for damages caused by trees.

Article 605. Compensation for damage caused by houses and other structures

The owner, possessor, or person entrusted with the management or use of houses or other structures must compensate for damage caused by such houses or structures to others.

When the contractor is at fault for allowing the house or other construction works to cause damage, they must jointly compensate.

Article 606. Compensation for damage caused by desecration of a corpse

1. Individuals or legal entities who violate the body must compensate for damages.

2. Damages caused by the violation of a corpse include reasonable costs to limit or remedy the damages.

3. The person liable for compensation when a corpse is violated must compensate in accordance with the provisions of Clause 2 of this Article and an additional sum to compensate for the mental loss of the deceased's first-degree relatives; if there are no such persons, the person who directly supported the deceased shall receive this sum. The amount of compensation for mental suffering shall be agreed upon by the parties; if no agreement is reached, the maximum amount for each violated corpse shall not exceed thirty times the base salary prescribed by the State.

Article 607. Compensation for damage caused by desecration of graves

1. Individuals or legal entities who violate another person's grave must compensate for the damages.

2. Damages resulting from the desecration of graves include reasonable costs to mitigate and remedy the damages.

3. The person liable for compensation in the event of violation of another person's grave shall compensate in accordance with the provisions of Clause 2 of this Article and an additional amount to compensate for the mental distress of the deceased's relatives in order of inheritance; if there are no such persons, the person who directly supported the deceased shall receive this amount. The amount of compensation for mental distress shall be agreed upon by the parties; if no agreement is reached, the maximum amount for each violated grave shall not exceed ten times the base salary prescribed by the State.

Article 608. Compensation for damages caused by violations of consumer rights

Individuals or legal entities producing or trading goods or services that fail to ensure the quality of such goods or services, thereby causing damage to consumers, must compensate for such damage.

PART FOUR. INHERITANCE

CHAPTER XXI. GENERAL PROVISIONS

Article 609. Right to Inheritance

An individual has the right to make a will to dispose of their property; to leave their property to legal heirs; and to inherit property according to a will or according to law.

Heirs who are not individuals have the right to receive an inheritance under a will.

Article 610. Equal Rights to Inheritance

All individuals are equal in their right to leave their property to others and their right to inherit property under a will or by law.

Article 611. Time and place of opening of succession

1. The time of opening of the succession is the time of death of the person who owned the property. In cases where the court declares a person dead, the time of opening of the succession is the date determined in Clause 2 of Article 71 of this Code.

2. The place of opening of the inheritance is the last place of residence of the person leaving the estate; if the last place of residence cannot be determined, the place of opening of the inheritance is the place where the entire estate or the majority of the estate is located.

Article 612. Estate

The estate includes the deceased's personal property and the deceased's share in jointly owned property with others.

Article 613. Heirs

An heir is an individual who is alive at the time of opening the inheritance or who is born and alive after the time of opening the inheritance but was conceived before the death of the person leaving the estate. In the case where the heir under the will is not an individual, the heir must exist at the time of opening the inheritance.

Article 614. Time of arising of rights and obligations of heirs

From the time of the opening of the estate, heirs have the property rights and obligations left by the deceased.

Article 615. Performance of property obligations left by the deceased

1. Heirs are responsible for fulfilling the deceased's financial obligations within the scope of the estate left by the deceased, unless otherwise agreed.

2. If the estate has not been divided, the property obligations left by the deceased shall be fulfilled by the estate administrator in accordance with the agreement of the heirs within the scope of the estate left by the deceased.

3. If the estate has been divided, each heir shall fulfill the financial obligations left by the deceased accordingly, but not exceeding the portion of the estate they have received, unless otherwise agreed.

4. In cases where the heir is not an individual entitled to the estate under the will, they must also fulfill the deceased's financial obligations as an individual heir.

Article 616. Estate Administrator

1. The estate administrator is the person designated in the will or appointed by mutual agreement among the heirs.

2. If the will does not designate an estate administrator and the heirs have not appointed an estate administrator, the person currently in possession, use, or management of the estate shall continue to manage the estate until the heirs appoint an estate administrator.

3. If the heirs have not been determined and the estate has no administrator as provided for in paragraphs 1 and 2 of this Article, the estate shall be administered by the competent state agency.

Article 617. Obligations of the estate administrator

1. The estate administrator specified in paragraphs 1 and 3 of Article 616 of this Code shall have the following obligations:

a) Compile an inventory of the estate; recover the deceased's estate assets held by others, unless otherwise provided by law;

b) Preserve the estate; not sell, exchange, gift, pledge, mortgage, or otherwise dispose of the property without the written consent of the heirs;

c) Notify the heirs of the status of the estate;

d) Compensate for damages if their violation of their duties causes harm;

e) Return the estate upon request of the heirs.

2. Persons who are in possession of, using, or managing the estate as specified in Clause 2 of Article 616 of this Code shall have the following obligations:

a) Preserve the estate; shall not sell, exchange, gift, pledge, mortgage, or otherwise dispose of the property;

b) Notify the heirs about the estate;

c) Compensate for damages if they violate their obligations and cause damage;

d) Return the estate in accordance with the agreement in the contract with the person who left the estate or at the request of the heirs.

Article 618. Rights of the estate administrator

1. The estate administrator specified in paragraphs 1 and 3 of Article 616 of this Code shall have the following rights:

a) To represent the heirs in dealings with third parties concerning the inheritance;

b) To receive remuneration as agreed with the heirs;

c) To be reimbursed for the costs of preserving the estate.

2. The person in possession, use, or management of the estate as specified in paragraph 2 of Article 616 of this Code shall have the following rights:

a) To continue using the estate in accordance with the agreement in the contract with the person who left the estate or with the consent of the heirs;

b) To receive compensation as agreed with the heirs;

c) Be reimbursed for the costs of preserving the estate.

3. If no agreement is reached with the heirs regarding the amount of remuneration, the estate administrator shall be entitled to reasonable remuneration.

Article 619. Inheritance by persons who are entitled to inherit each other's estates and die at the same time

Where persons entitled to inherit each other's estates die at the same time or are deemed to have died at the same time because it is impossible to determine which person died first (hereinafter collectively referred to as "dying at the same time"), they shall not inherit each other's estates, and the estate of each person shall be inherited by that person's heirs, except in cases of substitutionary inheritance as provided for in Article 652 of this Code.

Article 620. Refusal to Accept an Estate

1. An heir has the right to refuse to accept an inheritance, except where such refusal is intended to evade the fulfillment of their financial obligations to others.

2. The refusal to accept an inheritance must be made in writing and sent to the estate administrator, other heirs, and the person responsible for dividing the estate for their information.

3. The refusal to accept the inheritance must be expressed before the division of the inheritance.

Article 621. Persons Not Entitled to Inherit

1. The following persons are not entitled to inherit:

a) Persons convicted of intentional acts that infringe upon the life or health of the decedent, or of acts of severe abuse or mistreatment of the decedent, or of acts that severely infringe upon the decedent's honor or dignity;

b) Persons who have seriously violated their duty to support the decedent;

c) Persons convicted of intentionally infringing upon the life of another heir in order to enjoy part or all of the inheritance to which that heir is entitled;

d) Persons who deceive, coerce, or obstruct the testator in making a will; forge, alter, destroy, or conceal a will in order to receive part or all of the estate contrary to the testator's will.

2. The persons specified in paragraph 1 of this Article shall still be entitled to inherit the estate if the testator was aware of their actions but still granted them the estate in accordance with the will.

Article 622. Property with no heirs

In cases where there are no heirs under the will, under the law, or where there are heirs but they are not entitled to inherit the estate or refuse to accept the estate, the remaining property after fulfilling financial obligations and with no heirs shall belong to the State.

Article 623. Inheritance Statute of Limitations

1. The statute of limitations for heirs to request the division of the estate is 30 years for real estate and 10 years for personal property, counting from the time of opening the inheritance. Upon expiration of this period, the estate shall belong to the heir managing the estate. In cases where there is no heir managing the estate, the estate shall be resolved as follows:

a) The estate belongs to the person in possession in accordance with Article 236 of this Code;

b) The estate belongs to the State if there is no possessor as specified in point a of this clause.

2. The statute of limitations for an heir to claim their inheritance rights or contest another person's inheritance rights is 10 years from the date of opening the inheritance.

3. The statute of limitations for requesting an heir to fulfill the deceased's financial obligations is three years from the date of the opening of the estate.

Chapter XXII. INHERITANCE BY WILL

Article 624. Will

A will is an expression of an individual's intent to transfer their property to others after their death.

Article 625. The Testator

1. An adult who meets the conditions specified in point a of paragraph 1 of Article 630 of this Code has the right to make a will to dispose of their property.

2. A person aged between fifteen and eighteen may make a will if they have the consent of their parents or guardian regarding the making of the will.

Article 626. Rights of the testator

The testator has the following rights:

1. Designate heirs; revoke the right to inherit of an heir;

2. To allocate specific portions of the estate to each heir;

3. To set aside a portion of the estate for charitable donations or religious offerings;

4. Impose obligations on heirs;

5. Designate an executor, an estate administrator, and an estate distributor.

Article 627. Form of a will

A will must be in writing; if it is not possible to make a written will, an oral will may be made.

Article 628. Written will

A written will includes:

1. A written will without witnesses;
2. Written wills with witnesses;
3. Written wills with notarization;
4. Written wills with certification.

Article 629. Oral will

1. In cases where a person's life is threatened by death and they are unable to make a written will, an oral will may be made.

2. After three months from the date of the oral will, if the testator is still alive, of sound mind, and lucid, the oral will is automatically revoked.

Article 630. Valid Will

1. A valid will must meet the following conditions:

a) The testator must be of sound mind and judgment at the time of making the will; not deceived, threatened, or coerced;

b) The content of the will does not violate any prohibitions of the law or social morality; the form of the will does not violate the provisions of the law.

2. A will made by a person aged between fifteen and eighteen years old must be made in writing and must be agreed to by the father, mother, or guardian regarding the making of the will.

3. The will of a person with physical limitations or who is illiterate must be drawn up in writing by a witness and notarized or authenticated.

4. A written will without notarization or certification shall only be considered valid if it meets all the conditions specified in paragraph 1 of this Article.

5. An oral will shall be considered valid if the testator expresses his or her final will in the presence of at least two witnesses and immediately after the testator expresses his or her final will, the witnesses record it and sign or initial it. Within five working days from the date the testator expresses their final will, the will must be certified by a notary public or competent authority confirming the signatures or initials of the witnesses.

Article 631. Content of the will

1. A will shall include the following main contents:

a) Date, month, and year the will was made;

b) The surname, given name, and place of residence of the person making the will;

c) The surname, given name of the person, agency, or organization entitled to the inheritance;

d) The estate left behind and the location of the estate.

2. In addition to the contents specified in paragraph 1 of this Article, the will may contain other contents.

3. A will shall not be written in abbreviations or symbols. If the will consists of multiple pages, each page must be numbered and bear the signature or mark of the testator.

If the will contains erasures or alterations, the testator or the witness to the will must sign next to the erasure or alteration.

Article 632. Witnesses to the execution of a will

Anyone may act as a witness to the execution of a will, except for the following persons:

1. Heirs under the will or under the law of the testator;

2. Persons with property rights or obligations related to the content of the will;

3. Minors, persons lacking legal capacity, or persons with difficulties in understanding or controlling their actions.

Article 633. Written wills without witnesses

The testator must personally write and sign the will.

The execution of a written will without witnesses must comply with the provisions of Article 631 of this Code.

Article 634. Written will with witnesses

If the testator cannot write the will themselves, they may type it themselves or have someone else write or type it, but there must be at least two witnesses. The testator must sign or initial the will in the presence of the witnesses; the witnesses shall confirm the testator's signature or initials and sign the will.

The execution of a will in writing with witnesses must comply with the provisions of Articles 631 and 632 of this Code.

Article 635. Notarized or authenticated will

The testator may request notarization or certification of the will.

Article 636. Procedure for making a will at a notary office or commune-level People's Committee

The procedure for making a will at a notary public office or commune-level People's Committee shall comply with the following steps:

1. The testator declares the contents of the will before the notary public or the person authorized to certify at the commune-level People's Committee. The notary public or the person authorized to certify at the commune-level People's Committee must record the contents declared by the testator. The testator shall sign or initial the will after confirming that it has been accurately recorded and reflects his/her true intentions. The notary public or the competent person of the commune-level People's Committee shall sign the will.

2. If the testator cannot read or hear the will, or cannot sign or initial it, he/she must ask a witness to do so, and this person must sign to confirm in the presence of the notary or the competent person of the commune-level People's Committee. The notary or the competent person of the commune-level People's Committee shall certify the will in the presence of the testator and the witness.

Article 637. Persons not authorized to notarize or certify wills

Notaries or authorized persons of the commune-level People's Committee shall not notarize or authenticate a will if any of the following circumstances apply:

1. Heirs under the will or under the law of the testator;
2. Persons whose father, mother, spouse, or child is an heir under the will or under the law;
3. Persons with rights or obligations regarding property related to the content of the will.

Article 638. A written will has the same validity as a notarized or authenticated will.

1. A will made by a serving military personnel shall be confirmed by the unit commander at the company level or above if the military personnel is unable to request notarization or certification.

2. A will made by a person on board a ship or aircraft shall be valid if certified by the commander of that vessel or aircraft.

3. A will made by a person undergoing treatment at a hospital, medical facility, or other care facility shall be certified by the person in charge of that hospital or facility.

4. The will of a person engaged in survey, exploration, or research work in mountainous areas or islands shall be certified by the person in charge of the unit.

5. The will of a Vietnamese citizen abroad, certified by the Vietnamese consular or diplomatic representative in that country.

6. A will made by a person who is in temporary detention, temporary custody, serving a prison sentence, or undergoing administrative measures at an educational institution or medical facility, with confirmation from the person in charge of that institution.

Article 639. Wills drawn up by a notary public at the testator's residence

1. The testator may request a notary public to come to their residence to prepare the will.
2. The procedure for drafting a will at the place of residence shall be conducted in the same manner as the procedure for drafting a will at a notary public office, as prescribed in Article 636 of this Code.

Article 640. Amendment, Supplement, Replacement, or Revocation of a Will

1. The testator may amend, supplement, replace, or revoke the will at any time.
2. If the testator supplements the will, the original will and the supplement shall have equal legal effect; if any part of the original will and the supplement are in conflict, only the supplement shall have legal effect.
3. If the testator replaces the will with a new will, the previous will is revoked.

Article 641. Safekeeping of wills

1. The testator may request a notary public to retain or entrust another person to keep the will.
2. If a notary public organization holds the will, it must preserve and safeguard it in accordance with the provisions of this Code and the law on notary public services.
3. The custodian of the will shall have the following obligations:
 - a) Keep the contents of the will confidential;
 - b) Safeguard and preserve the will; if the will is lost or damaged, immediately notify the testator;
 - c) Return the will to the heir or the person authorized to announce the will upon the death of the testator. The return of the will must be documented in writing, signed by the person returning it and the person receiving it, and witnessed by at least two witnesses.

Article 642. Lost or damaged wills

1. From the time of opening the inheritance, if the will is lost or damaged to the extent that it cannot fully express the testator's will and there is no evidence to prove the testator's true intention, the will shall be deemed invalid and the provisions on inheritance under the law shall apply.
2. If the estate has not yet been divided and a will is found, the estate shall be divided according to the will.
3. Within the statute of limitations for requesting the division of the estate, if the estate has already been divided but a will is found, it must be redistributed according to the will if the heir under the will requests it.

Article 643. Effectiveness of a will

1. A will takes effect from the time of opening the inheritance.
2. A will is invalid in whole or in part in the following cases:
 - a) The testamentary heir dies before or at the same time as the testator;
 - b) The agency or organization designated as the beneficiary no longer exists at the time of opening the inheritance.

Where there are multiple beneficiaries under the will and one of them dies before or at the same time as the testator, and one of the designated agencies or organizations to inherit under the will no longer exists at the time of opening the succession, only the portion of the will relating to that individual, agency, or organization shall be invalid.

3. A will is invalid if the estate left to the heir no longer exists at the time of inheritance; if only part of the estate left to the heir remains, the portion of the will concerning the remaining estate remains valid.
4. If a will contains an invalid provision that does not affect the validity of the remaining provisions, only that provision is invalid.
5. When a person leaves multiple wills regarding a single asset, only the last will is valid.

Article 644. Heirs not dependent on the contents of the will

1. The following persons shall still receive two-thirds of the share of a legal heir if the estate is divided according to law, in cases where they are not bequeathed any portion of the estate by the testator or are bequeathed less than two-thirds of that share:

- a) Minor children, parents, spouses;
- b) Adult children who are unable to work.

2. The provisions of paragraph 1 of this Article shall not apply to persons who refuse to accept the inheritance under Article 620 or who are not entitled to inherit under paragraph 1 of Article 621 of this Code.

Article 645. Inheritance used for worship purposes

1. Where the testator leaves part of the inheritance for worship purposes, that part of the inheritance shall not be divided among the heirs and shall be entrusted to the person designated in the will to manage for worship purposes; if the designated person fails to comply with the will or the agreement of the heirs, the heirs shall have the right to entrust the part of the inheritance used for worship purposes to another person to manage for worship purposes.

If the person leaving the inheritance does not designate a manager for the inheritance for worship, the heirs shall appoint a manager for the inheritance for worship.

In the event that all heirs under the will have died, the portion of the estate used for worship shall belong to the person who is legally managing that estate among those who are heirs under the law.

2. If the entire estate of the deceased is insufficient to settle their financial obligations, no portion of the estate may be set aside for worship purposes.

Article 646. Bequest

1. A bequest is when the testator designates a portion of the estate to be given to another person. The bequest must be clearly stated in the will.

2. The beneficiary of a bequest must be a person who is alive at the time of the opening of the succession or who is born and alive after the opening of the succession but was conceived before the death of the testator. If the beneficiary of a bequest is not a person, it must exist at the time of the opening of the succession.

3. The beneficiary is not obligated to fulfill any financial obligations regarding the bequest, except in cases where the entire estate is insufficient to settle the testator's financial obligations, in which case the bequest may also be used to fulfill the remaining obligations of the testator.

Article 647. Announcement of the will

1. In the case of a written will kept at a notary public office, the notary public is the person who announces the will.

2. If the testator designates a person to announce the will, that person shall be responsible for announcing the will; if the testator does not designate a person or designates a person who refuses to announce the will, the remaining heirs shall agree on a person to announce the will.

3. After the opening of the estate, the person announcing the will must send a copy of the will to all persons concerned with the contents of the will.

4. Persons receiving a copy of the will have the right to request verification against the original will.

5. If the will is written in a foreign language, it must be translated into Vietnamese and notarized or certified.

Article 648. Interpretation of the contents of the will

If the content of the will is unclear, leading to different interpretations, the heirs under the will must jointly interpret the content of the will based on the true intentions of the deceased, taking into account the relationship between the deceased and the heirs under the will. If these persons do not agree on the interpretation of the content of the will, they have the right to request the Court to resolve the matter.

If part of the will is unclear but does not affect the remaining parts of the will, only the unclear part is invalid.

Chapter XXIII. LEGAL INHERITANCE

Article 649. Inheritance by law

Legal inheritance is inheritance according to the order of succession, conditions, and procedures prescribed by law.

Article 650. Cases of statutory inheritance

1. Inheritance by law applies in the following cases:

a) There is no will;

b) The will is invalid;

c) The testamentary heirs die before or at the same time as the testator; the agency or organization entitled to inherit under the will no longer exists at the time of inheritance;

d) Persons designated as heirs under the will who are not entitled to the estate or who refuse to accept the estate.

2. Legal inheritance also applies to the following portions of the estate:

a) Portions of the estate not disposed of in the will;

b) Portions of the estate related to parts of the will that are legally invalid;

c) The portion of the estate related to persons designated as heirs in the will who are not entitled to inherit the estate, refuse to accept the estate, die before or at the same time as the testator; related to agencies or organizations entitled to inherit the estate under the will but no longer exist at the time of opening the succession.

Article 651. Legal heirs

1. Legal heirs are determined in the following order:

a) The first order of inheritance includes: the spouse, father, mother, adoptive father, adoptive mother, biological children, and adopted children of the deceased;

b) The second order of succession includes: the deceased's paternal grandfather, paternal grandmother, maternal grandfather, maternal grandmother, full brothers, full sisters, and full siblings; the deceased's grandchildren if the deceased is their paternal grandfather, paternal grandmother, maternal grandfather, or maternal grandmother;

c) The third order of inheritance includes: the deceased's paternal and maternal great-grandparents; the deceased's paternal and maternal uncles, aunts, cousins, and second cousins; the deceased's grandchildren if the deceased is their paternal or maternal uncle, aunt, cousin, or second cousin; the deceased's great-grandchildren if the deceased is their paternal or maternal great-grandparent.

2. Heirs in the same order shall receive equal shares of the estate.

3. Persons in subsequent inheritance lines shall only inherit if there are no persons in preceding inheritance lines due to death, lack of inheritance rights, deprivation of inheritance rights, or refusal to accept the inheritance.

Article 652. Substitute inheritance

If the child of the deceased dies before or at the same time as the deceased, the grandchild shall receive the share of the estate that the child would have received if alive; if the grandchild also dies before or at the same time as the deceased, the great-grandchild shall receive the share of the estate that the great-grandchild's parent would have received if alive.

Article 653. Inheritance relationship between adopted children and adoptive parents, and biological parents

Adopted children and adoptive parents inherit each other's estates and also inherit estates in accordance with the provisions of Articles 651 and 652 of this Code.

Article 654. Inheritance relationship between stepchildren and stepfathers, stepmothers

Stepchildren and stepfathers or stepmothers who have a relationship of care and upbringing like father and child or mother and child may inherit each other's estate and also inherit the estate in accordance with the provisions of Articles 652 and 653 of this Code.

Article 655. Inheritance in cases where spouses have divided their joint property; spouses are seeking divorce or have married another person

1. In cases where spouses have divided their joint property while the marriage is still in existence and one of them dies, the surviving spouse is still entitled to inherit the estate.

2. In cases where spouses are seeking divorce but have not yet been granted a divorce or have been granted a divorce by a court judgment or decision that has not yet taken legal effect, if one spouse dies, the surviving spouse shall still inherit the estate.

3. A person who was the spouse of another person at the time of that person's death shall be entitled to inherit the estate, even if they subsequently married another person.

Chapter XXIV. SETTLEMENT AND DISTRIBUTION OF THE ESTATE

Article 656. Meeting of Heirs

1. After notification of the opening of the estate or the publication of the will, the heirs may meet to agree on the following matters:

a) Appointing an estate administrator and an estate distributor, and determining the rights and obligations of these persons, if the decedent did not designate them in the will;

b) The method of dividing the estate.

2. All agreements among the heirs must be documented in writing.

Article 657. Estate Distributor

1. The estate distributor may simultaneously serve as the estate administrator designated in the will or appointed by mutual agreement of the heirs.

2. The estate administrator must divide the estate in accordance with the will or the agreement among the legal heirs.

3. The estate administrator is entitled to compensation if the decedent permits it in the will or the heirs agree.

Article 658. Priority order of payment

Financial obligations and expenses related to inheritance shall be paid in the following order:

1. Reasonable expenses in accordance with custom for funeral arrangements;

2. Outstanding alimony payments;

3. Costs for preserving the estate;

4. Assistance payments for dependents;

5. Wages;

6. Compensation for damages;

7. Taxes and other payments to the state budget;

8. Other debts owed to individuals or legal entities;

9. Fines;

10. Other expenses.

Article 659. Distribution of inheritance according to the will

1. The division of the estate shall be carried out according to the will of the testator; if the will does not clearly specify the share of each heir, the estate shall be divided equally among the persons designated in the will, unless otherwise agreed.

2. Where the will specifies the division of the estate by specific items, the heir shall receive the items along with the profits and income derived from them or shall bear the portion of the value of the items that has decreased up to the time of division of the estate; if the items are destroyed due to the fault of another person, the heir shall have the right to claim compensation for damages.

3. Where the will only specifies the division of the estate according to a ratio of the total value of the estate, this ratio shall be calculated based on the value of the estate remaining at the time of division.

Article 660. Distribution of the estate according to law

1. When dividing the estate, if there is an heir of the same rank who is pregnant but has not yet given birth, a portion of the estate equal to the portion that the other heirs receive must be reserved so that if the heir survives to give birth, she may receive it; if she dies before giving birth, the other heirs shall receive it.

2. Heirs have the right to request division of the estate in kind; if division in kind is not possible, the heirs may agree on the valuation of the property and agree on the recipient of the property; if no agreement is reached, the property shall be sold and the proceeds divided.

Article 661. Restrictions on the division of the estate

In cases where, according to the will of the testator or by agreement of all heirs, the estate may only be divided after a certain period of time, the estate may only be divided after that period has expired.

In cases where a request for division of the inherited estate is made and the division of the estate seriously affects the life of the surviving spouse and family, the surviving spouse has the right to request the Court to determine the portion of the estate that the heirs are entitled to but not to divide the estate within a certain period. This period shall not exceed three years from the date of opening the inheritance. Upon the expiration of the three-year period, if the surviving spouse proves that the division of the estate still seriously affects the life of their family, they have the right to request the court to extend the period once, but not exceeding three years.

Article 662. Division of inheritance in cases where there are new heirs or heirs whose inheritance rights have been revoked

1. If new heirs appear after the estate has been divided, the estate shall not be re-divided in kind, but the heirs who have received the estate must pay the new heirs an amount of money corresponding to the portion of the estate at the time of inheritance division in proportion to the portion of the estate received, unless otherwise agreed.

2. In cases where the estate has been divided and an heir is disinherited, that person must return the estate or pay an amount equivalent to the value of the estate received at the time of division to the heirs, unless otherwise agreed.

PART FIVE. LAWS APPLICABLE TO CIVIL RELATIONSHIPS INVOLVING FOREIGN ELEMENTS

CHAPTER XXV. GENERAL PROVISIONS

Article 663. Scope of Application

1. This Part provides for the applicable law for civil relationships involving foreign elements.

Where other laws contain provisions on the applicable law for civil relationships involving foreign elements that do not conflict with the provisions of Articles 664 to 671 of this Code, such laws shall apply; if they conflict, the relevant provisions of Part Five of this Code shall apply.

2. Civil relationships involving foreign elements are civil relationships falling under any of the following circumstances:

- a) At least one of the parties involved is a foreign individual or legal entity;
- b) All parties involved are Vietnamese citizens or Vietnamese legal entities, but the establishment, modification, performance, or termination of the relationship occurs abroad;
- c) All parties involved are Vietnamese citizens or Vietnamese legal entities, but the subject matter of the civil relationship is located abroad.

Article 664. Determination of the applicable law for civil relationships with foreign elements

1. The law applicable to civil relationships with foreign elements shall be determined in accordance with international treaties to which the Socialist Republic of Vietnam is a party or Vietnamese law.

2. Where an international treaty to which the Socialist Republic of Vietnam is a party or Vietnamese law provides that the parties have the right to choose, the law applicable to civil relations with foreign elements shall be determined according to the choice of the parties.

3. Where the applicable law cannot be determined in accordance with paragraphs 1 and 2 of this Article, the applicable law shall be the law of the country having the closest connection with the civil relationship involving foreign elements.

Article 665. Application of international treaties to civil relations with foreign elements

1. Where an international treaty to which the Socialist Republic of Vietnam is a party contains provisions on the rights and obligations of the parties involved in civil relations with foreign elements, the provisions of that international treaty shall apply.

2. Where an international treaty to which the Socialist Republic of Vietnam is a party contains provisions differing from the provisions of this Part and other laws on the law applicable to civil relations involving foreign elements, the provisions of that international treaty shall apply.

Article 666. Application of International Custom

The parties may choose international custom in the case provided for in paragraph 2 of Article 664 of this Code. If the consequences of applying such international custom are contrary to the fundamental principles of Vietnamese law, Vietnamese law shall apply.

Article 667. Application of Foreign Law

Where foreign law is applied but there are differing interpretations, the application must follow the interpretation of the competent authority in that country.

Article 668. Scope of applicable law

1. The law referred to includes provisions on determining the applicable law and provisions on the rights and obligations of the parties involved in civil relations, except as provided for in paragraph 4 of this Article.

2. Where Vietnamese law is referenced, the provisions of Vietnamese law on the rights and obligations of parties involved in civil relations shall apply.

3. In cases where reference is made to the law of a third country, the provisions of the law of the third country regarding the rights and obligations of the parties involved in civil relations shall apply.

4. In the case specified in paragraph 2 of Article 664 of this Code, the law chosen by the parties shall be the provisions on the rights and obligations of the parties involved in civil relations, excluding provisions on the determination of the applicable law.

Article 669. Application of the law of a country with multiple legal systems

Where the law of a country with multiple legal systems is referred to, the applicable law is determined in accordance with the principles established by the law of that country.

Article 670. Cases where foreign law is not applied

1. Foreign law referred to shall not be applied in the following cases:

a) The consequences of applying foreign law are contrary to the fundamental principles of Vietnamese law;

b) The content of the foreign law cannot be determined despite the application of necessary measures in accordance with the provisions of procedural law.

2. Where foreign law is not applied in accordance with paragraph 1 of this Article, Vietnamese law shall apply.

Article 671. Statute of limitations

The statute of limitations for civil relationships involving foreign elements shall be determined in accordance with the law applicable to such civil relationships.

Chapter XXVI. LAW APPLICABLE TO INDIVIDUALS AND LEGAL ENTITIES

Article 672. Basis for determining the applicable law for stateless persons and persons with multiple nationalities

1. Where the law referred to is the law of the country of which the individual is a national but the individual is stateless, the applicable law shall be the law of the country where the individual resides at the time the civil relationship with foreign elements arises. If the individual has multiple places of residence or if the place of residence cannot be determined at the time the civil relationship with foreign elements arises, the applicable law shall be the law of the country with which the individual has the closest connection.

2. If the law referred to is the law of the country of which the individual is a national, but the individual has multiple nationalities, the applicable law is the law of the country where the individual is a national and resides at the time the civil relationship with foreign elements arises. If the person has multiple places of residence or cannot be determined to have a place of residence, or if the place of residence and place of nationality are different at the time the civil relationship with foreign elements arises, the applicable law is the law of the country where the person has nationality and the closest connection.

If the law referred to is the law of the country of which the individual is a national, but the individual has multiple nationalities, including Vietnamese nationality, the applicable law is Vietnamese law.

Article 673. Civil legal capacity of individuals

1. The civil legal capacity of an individual is determined according to the law of the country of which the individual is a national.

2. Foreign nationals in Vietnam have the same civil legal capacity as Vietnamese citizens, except where Vietnamese law provides otherwise.

Article 674. Civil behavioral capacity of individuals

1. The civil conduct capacity of an individual is determined according to the law of the country of which the individual is a national, except as provided for in paragraph 2 of this Article.

2. In cases where a foreign national establishes or performs civil transactions in Vietnam, the civil capacity of that foreign national shall be determined in accordance with Vietnamese law.

3. The determination of an individual as having lost civil capacity, having difficulties in cognition or control of conduct, or having restricted civil capacity in Vietnam shall be made in accordance with Vietnamese law.

Article 675. Determination of Missing or Deceased Persons

1. The determination of an individual as missing or deceased shall be governed by the laws of the country of which the individual was a national at the time of the last known information about the individual, except as provided for in paragraph 2 of this Article.

2. The determination in Vietnam of an individual as missing or deceased shall be made in accordance with Vietnamese law.

Article 676. Legal Persons

1. The nationality of a legal entity is determined in accordance with the laws of the country where the legal entity was established.

2. The civil legal capacity of a legal entity; the name of a legal entity; the legal representative of a legal entity; the organization, reorganization, and dissolution of a legal entity; the relationship between a legal entity and its members; and the liability of a legal entity and its members for the obligations of the legal entity () are determined in accordance with the laws of the country of which the legal entity is a national, except as provided for in paragraph 3 of this Article.

3. In cases where a foreign legal entity establishes or performs civil transactions in Vietnam, the civil legal capacity of that foreign legal entity shall be determined in accordance with Vietnamese law.

Chapter XXVII. APPLICABLE LAW TO PROPERTY RELATIONSHIPS AND PERSONAL RELATIONSHIPS

Article 677. Classification of Property

The classification of property as movable or immovable is determined according to the law of the country where the property is located.

Article 678. Ownership and Other Rights to Property

1. The establishment, exercise, modification, and termination of ownership and other rights to property shall be determined in accordance with the laws of the country where the property is located, except as provided for in paragraph 2 of this Article.

2. Ownership and other rights to movable property in transit are determined in accordance with the laws of the country to which the movable property is being transported, unless otherwise agreed.

Article 679. Intellectual Property Rights

Intellectual property rights are determined in accordance with the laws of the country where the subject matter of the intellectual property rights is sought to be protected.

Article 680. Inheritance

1. Inheritance is determined by the law of the country of which the decedent was a national immediately prior to death.

2. The exercise of inheritance rights regarding real property is determined by the law of the country where such real property is located.

Article 681. Wills

1. The capacity to make, amend, or revoke a will is determined by the law of the country of which the testator is a national at the time of making, amending, or revoking the will.

2. The form of a will is determined by the law of the country where the will is made. The form of a will is also recognized in Vietnam if it complies with the law of one of the following countries:

a) The country where the testator resides at the time of making the will or at the time of the testator's death;

b) The country where the testator holds nationality at the time of making the will or at the time of the testator's death;

c) The country where the real estate is located if the inheritance consists of real estate.

Article 682. Guardianship

Guardianship is determined according to the law of the country where the ward resides.

Article 683. Contracts

1. The parties to a contractual relationship may agree on the applicable law for the contract, except as provided for in paragraphs 4, 5, and 6 of this Article. If the parties do not agree on the applicable law, the law of the country with the closest connection to the contract shall apply.

2. The law of the following country shall be considered the law of the country with the closest connection to the contract:

a) The laws of the country where the seller resides, if an individual, or where the seller is incorporated, if a legal entity, for contracts for the sale of goods;

b) The law of the country where the service provider resides, if an individual, or where the service provider is established, if a legal entity, for service contracts;

c) The law of the country where the assignee resides, if an individual, or where the assignee is incorporated, if a legal entity, for contracts for the assignment of rights of use or transfer of intellectual property rights;

d) The law of the country where the employee regularly performs work for an employment contract. If the employee regularly performs work in several different countries or the place where the employee regularly performs work cannot be determined, the law of the country most closely connected to the employment contract is the law of the country where the employer resides for individuals or is established for legal entities.

e) The law of the country where the consumer resides for consumer contracts.

3. If it can be proven that the law of a country other than that specified in paragraph 2 of this Article has a closer connection to the contract, the applicable law shall be the law of that country.

4. In cases where the subject matter of the contract is real estate, the law applicable to the transfer of ownership rights, other rights to real estate, the lease of real estate, or the use of real estate to secure the performance of obligations is the law of the country where the real estate is located.

5. In cases where the law chosen by the parties in a labor contract or consumer contract affects the minimum rights and interests of workers or consumers as prescribed by Vietnamese law, Vietnamese law shall apply.

6. The parties may agree to change the law applicable to the contract, but such change shall not affect the legitimate rights and interests of third parties enjoyed prior to the change in the applicable law, unless the third parties agree.

7. The form of the contract shall be determined in accordance with the law applicable to that contract. If the form of the contract does not comply with the form of contract under the law applicable to that contract, but complies with the form of contract under the law of the country where the contract is concluded or under Vietnamese law, the form of the contract shall be recognized in Vietnam.

Article 684. Unilateral legal acts

The law applicable to unilateral legal acts is the law of the country where the individual establishing the act resides or where the legal entity establishing the act is incorporated.

Article 685. Obligation to return property possessed, used, or benefited from without legal basis

The obligation to return property acquired, used, or benefited from without legal basis is determined according to the law of the country where the property was acquired or used, or where the benefit was obtained without legal basis.

Article 686. Performance of work without authorization

The parties may agree on the applicable law for performing work without authorization. In the absence of such an agreement, the applicable law is the law of the country where the work without authorization is performed.

Article 687. Compensation for non-contractual damages

1. The parties may agree on the applicable law for compensation for non-contractual damages, except as provided for in paragraph 2 of this Article. In the absence of an agreement, the law of the country where the consequences of the event causing the damage arise shall apply.

2. Where the party causing the damage and the party suffering the damage have their place of residence, for individuals, or their place of establishment, for legal entities, in the same country, the law of that country shall apply.

PART SIX. IMPLEMENTING PROVISIONS

Article 688. Transitional Provisions

1. For civil transactions established before the effective date of this Code, the application of law is governed as follows:

a) Civil transactions that have not yet been performed and whose content or form differs from the provisions of this Code shall be continued to be performed in accordance with the provisions of Civil Code No. 33/2005/QH11 and the legal documents detailing Civil Code No. 33/2005/QH11, except in cases where the parties to the civil transaction have agreed to amend or supplement the content or form of the transaction to comply with this Code and to apply the provisions of this Code.

Civil transactions that are being carried out with content or form that differs from the provisions of this Code shall be governed by the provisions of Civil Code No. 33/2005/QH11 and the legal documents detailing Civil Code No. 33/2005/QH11;

b) Civil transactions that have not yet been performed or are being performed with content and form consistent with the provisions of this Code shall be governed by the provisions of this Code;

c) Civil transactions completed before the effective date of this Code that are subject to dispute shall be resolved in accordance with the provisions of the Civil Code No. 33/2005/QH11 and the legal documents detailing the Civil Code No. 33/2005/QH11;

d) The statute of limitations shall be applied in accordance with the provisions of this Code.

2. This Code shall not apply to appeals under the supervisory review or retrial procedures for cases that have been resolved by the court in accordance with the provisions of civil law before the effective date of this Code.

Article 689. Effective Date

This Code shall take effect on January 1, 2017.

The Civil Code No. 33/2005/QH11 shall cease to be effective as of the date this Code takes effect.

This Code was adopted by the National Assembly of the Socialist Republic of Vietnam, 13th Session, 10th Meeting, on November 24, 2015.

CHAIRMAN OF THE NATIONAL ASSEMBLY

Nguyen Sinh Hung