

General Terms and Conditions of Sale and Delivery

1. Applicable Terms

- 1.1 The terms and conditions set out hereunder shall apply to all sales contracted by Seller whether or not expressly referred to in other documents of sale, purchase invoices or delivery notes issued by Seller or Buyer.
- 1.2 Buyer's terms of purchase shall be applicable only to the extent that they have been expressly accepted by Seller in writing.
- 1.3 The unconditional delivery of goods, performances of services or acceptance of payments shall not constitute acceptance by Seller of any terms deviating from Seller's terms of sale.

2. Binding Contract

- 2.1 Seller's offers shall be subject to Seller's written order confirmation which shall constitute the binding contract of sale between Seller and Buyer.
- 2.2 In transactions where written order confirmations are neither customary nor requested by Buyer, Seller's invoice shall be considered the binding contract between Seller and Buyer.

3. Price Revision

- 3.1 Unless expressly termed as firm, prices quoted or contracted by Seller may be revised by Seller to cover unforeseen increases in Seller's cost.
- 3.2 If Seller desires to revise prices accordingly but is restricted to any extent against so doing by reason of any governmental law, regulation, order or action or if the cost basis of prices quoted or contracted as firm prices is altered by reason of any governmental law, regulation order or action.
- 3.3 Seller shall have the right to rescind this contract by written notice to Buyer, if Seller and Buyer cannot agree forthwith on an equitable solution concerning the additional cost thus incurred.

4. Liability and Risk

- 4.1 Upon acceptance by Buyer's carrier or upon delivery to Buyer's premises, whichever comes first, Buyer assumes all risks and liability for loss and damage resulting from the transportation, handling, storage or use of the goods supplied under this contract.
- 4.2 Seller's liability in respect to goods supplied or services rendered under this contract shall in any case be limited to the purchase price of the goods or services in respect of which damages are claimed.
- 4.3 Seller shall in no event be liable for any consequential, incidental or other damages resulting from delayed delivery or performance, short shipment, handling, storage, use, imperfection or otherwise of goods supplied as well as from delayed or imperfect services rendered hereunder.

5. Force Majeure

- 5.1 Delivery of goods or performance of services sold hereunder may be delayed or suspended by Seller in the event of an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw material, labour, containers or transportation facilities, breakage or failure of machinery or apparatus, governmental law, regulation, order or action, national defence requirements or any other event beyond the reasonable control of Seller or in the event of labour trouble, strike, lockout or injunction, any of which events prevent the manufacture or dispatch of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If because of any such event, Seller is unable to supply part of total of the goods or render part or total of the service contracted hereunder.
- 5.2 Seller shall be exempted to such extent from his obligations hereunder upon giving prompt notice of such event to the Buyer, but this contract shall otherwise remain in force.

6. Buyer's Credit

- 6.1 Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries or services under it in the event and for such time as Buyer fails to pay for any delivery or service when payment is due or becomes bankrupt before delivery or was bankrupt at the time of sale without the knowledge of the Seller or impaired or reduces security given for payment.

- 6.2 Should Buyer's credit standing become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries of goods or for services to be rendered as well as for goods theretofore delivered or for services theretofore rendered.

7. Reservation of Title

- 7.1 Goods supplied by Seller shall remain Seller's property until the respective purchase price has been paid in full by Buyer.
- 7.2 In case the goods have been processed by Buyer before the full purchase price has been paid, Seller's reservation of title shall extend over the entire new object.
- 7.3 In case of processing, combining or mixing Seller's goods with goods owned by Buyer or third parties, Seller shall acquire a part title of the newly created object or objects at a percentage corresponding to the ratio of the value of Seller's goods to that of the goods of Buyer or third parties.
- 7.4 Buyer shall store the goods and such newly created objects in a manner to indicate that Buyer holds these goods and objects as a bailee for Seller.
- 7.5 Buyer may nevertheless sell these goods and objects to a third party in the normal course of business, but shall account to Seller as Seller's agent for the portion of proceeds lawfully belonging to Seller.

8. Limited warranty

Seller warrants to the Buyer that its products will be free from defects in materials and workmanship for a period of one year from date of delivery (ex works). Seller's liability is expressly limited to products which fail to conform to this limited warranty. The Buyer's exclusive remedy under this limited warranty is repayment of purchase price, repair, or replacement, at the option of Seller upon return of the product at Buyer's expense to Seller's factory with reasonably satisfactory proof of non-conformance. In no event will Seller be liable for any consequential or indirect damages, including without limitation, personal injuries, property damage or loss of profits. Unauthorised or improper installation use not complying with manufacturer's instructions, repair or adjustment of the product shall terminate this limited warranty and relieve Seller of any responsibility thereunder. The Purchaser is not entitled to become indemnified by Seller for any costs arisen due to finding out defects resp. the reason for them. This limited warranty is made in lieu of any and all other warranties, expressed or implied, including without limitation, warranties with respect to merchantability or fitness for a particular purpose.

9. Governing Law

The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the Kingdom of Thailand.

10. Validity of Contract

- 10.1 In case individual terms of this contract should be modified, replaced or become partly or wholly invalid by mutual consent of Seller and Buyer, all other terms shall remain in force and the contract shall deemed amended accordingly.
- 10.2 In case individual terms of this contract should be modified, replaced or become partly or wholly invalid due to any governmental law, regulation, order or action, Seller and Buyer shall forthwith try to find an equitable valid replacement for the term thus changed or invalidated.
- 10.3 If no mutual consent concerning such replacement can be reached, Seller shall have the option to either accept the changed term or the invalidation thereof thereby keep the thus amended contract in force or to terminate this contract by written notice to Buyer.