

1. **Terms applicable:** The terms and conditions set out hereunder shall apply to all sales contracted by Seller despite being expressly referred to in other documents of sale, purchase, invoices, or delivery notes issued by Seller or Buyer. Buyer's term of purchase shall be applicable only to the extent that they have been expressly accepted by Seller in writing. 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 sales.
2. **Scope of delivery and documents:**
 - 2.1. The scope of delivery shall be as specified in the contract documents or in Seller's written acceptance of the order or in the Seller's offer forming the basis of the Buyer's order.
 - 2.2. All information contained in documents such as illustrations, drawings & weight details submitted with the tender/quotation shall be approximate only, unless these have expressly been designated as binding. The Seller reserves to himself the title and copyrights to such documents which must not be made available to any third parties and must be used for purposes of the contract only.
3. **Price (s):**
 - 3.1. As agreed, upon by Buyer and Seller in writing.
 - 3.2. Price Revision: Unless expressly termed as firm, prices quoted or contracted by Seller may be revised by Seller to cover unforeseen increases in Seller's cost. 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, 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. **Payment(s):**
 - 4.1. Payments shall be made direct to the Seller in accordance with the terms of the contract.
 - 4.2. The detainment of payments because of asserted counterclaims of the Buyer and the set off against them is admissible only in as much as such claims may have been recognized by the Seller in writing. The detainment of payments due to claims of the Buyer recognized by the Seller because of defects are allowed only to a reasonable extent as recognized by the Seller in writing. In case of delayed fulfillment of an obligation of the Seller to which a payment is subject and where such delay is not the fault of the Seller, payment shall nevertheless be executed by the relevant original deadline.
5. **Delivery periods/delivery dates:**
 - 5.1. Confirmed delivery periods and delivery dates shall apply only from the date all details of the order have been clarified including clarification of all technical details and other documents required by the Seller to execute the order and are predicated on Buyer's compliance with the payment terms as stipulated under Terms of Payment in the Contract. Partial delivery shall be permissible. Should dispatch of the goods be prevented by reasons beyond the control of Seller, the delivery periods and delivery dates shall be deemed adhered to if by the dates agreed upon, Buyer is notified that the goods are ready for dispatch.
 - 5.2. In case of a request by Buyer to delay delivery of the goods, Seller, in addition to any further claims shall be entitled to compensation for the cost of intermediate handling and storage of the goods. In case such delay of delivery of goods exceeds one calendar month, Seller is entitled to charge Buyer loss in interest at a rate of 1% per month of the non-paid portion of the Contract Price. Excluded are cases of force majeure.
 - 5.3. If for any reason Buyer is unable or unwilling to take delivery of the goods at the address agreed by the Parties or, where overseas shipment is necessary, the port of entry and/or country of destination whichever is sooner,
 - 5.3.1. Seller reserves the right to sell or deal with or dispose of the goods in such manner as the Seller thinks fit without prejudice to the Seller's right to claim damages.
 - 5.3.2. Seller may, pending such sale, dealing or disposal or Buyer taking delivery of the goods, store the goods at such premises as Seller thinks fit and Buyer shall be liable to pay and indemnify Seller for all costs (including storage and insurance) incurred in this connection; and/or
 - 5.3.3. Seller may terminate this Contract without any liability whatsoever and any and all down-payment(s)/deposit(s) made by Buyer shall be forfeited to Seller.
6. **Liability and risk:** 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. Notwithstanding anything herein (a) 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 and (b) 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.
7. **Force majeure**
 - 7.1. The Seller shall not be liable for any delay in performing or for any failure to perform its obligations if the delay or failure results from any of the following (a) an Act of God, (b) an outbreak of epidemics and infectious diseases such as severe acute respiratory syndrome, avian flu, plagues, quarantine restrictions or restriction against entry into any country where supplies are being obtained or delivered, (c) natural physical disaster, fire, explosion, fog, flood or bad weather, (d) outbreak of hostilities, war, riot, civil disturbance or act of terrorism, (e) inability to obtain fuel, power, raw material, labor, containers or transportation facilities, (f) breakdown or failure of plant, machinery, apparatus or vehicles, (g) accident, theft, malicious damage, sabotage, strikes, lockouts or industrial action of any kind, (h) the act of any government or authority (including refusal or revocation of any license, permit or consent), governmental law, regulation, order or national defense requirements, import or export embargos, (i) default of manufacturers, suppliers or subcontractors, and/or (j) any other event beyond the control of Seller.
 - 7.2. In the event of any delay arising from any reason mentioned in Clause 7.1, the date for the performance of Seller's obligations shall be extended automatically for a period equal to the time lost by reason of the delay PROVIDED that if the delay continues in excess of sixty (60) consecutive days, Seller shall have the right to terminate this contract without liability for such termination, by giving Buyer thirty (30) days written notice. Upon such termination which shall be without prejudice to the rights and remedies of either party for antecedent breaches, Buyer shall pay Seller for all goods and/or services supplied up to the date of termination.
 - 7.3. For the avoidance of doubt, in the event of a Force Majeure, Seller shall not be deemed to be in breach of its obligations under this contract and shall not be liable for any expenses, losses or damages whatsoever suffered by Buyer.
8. **Buyer's credit:** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries of services under it in the event and for such time as Buyer fails to pay for any delivery or service when payment is due. 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.
9. **Reservation of title:** Goods supplied by Seller shall remain Seller's property until the respective purchase price has been paid in full by Buyer. 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. 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. 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. 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.

10. **Supervision of Erection and Start-up:** If supervision of erection and start-up forms a part of the Seller's obligations the following conditions shall apply:
- 10.1. **Obligations of the Buyer**
- 10.1.1. Supply of the necessary site facilities including the requisite implements, tools, and scaffolds incl. the corrosion-proof and safe storage of all plant, equipment and implements, including the provision of guards for the site outfit and the erection sheds.
 - 10.1.2. Supply of the necessary operating supplies for operating the product/equipment as well as of all auxiliaries necessary for erection, such as but not limited to water, electric power and lighting, compressed air, steam, illumination of working places, the necessary connections of the services to the working places and clothing for protection against acids for buyer staff.
 - 10.1.3. Earthwork, ballasting, construction and caulking work, concreting, brickwork, foundation work and other preparatory work including the supply of the necessary materials of construction.
 - 10.1.4. Supply of skilled and unskilled labor in adequate number and qualifications as necessary to assist the Seller's personnel.
- 10.2. **Insurance and Liability**
- 10.2.1. Damage occurring during execution of the work:
 - 10.2.1.1. The buyer shall provide the insurance coverage for the whole plant under erection, equipment, fittings, implements, tools, and scaffolds as well as for the objects in Seller's charge or custody or object which are used by the Seller, for material damage of any kind that may occur during erection and/or start up. The insurance is to be concluded in favor of all parties concerned.
 - 10.2.1.2. Any damage to object mentioned in 10.2.1.1 which is due to the Seller, its personnel or subcontractors or their personnel and which is not covered by the insurance according to 10.2.1.1 will be excluded from Seller's or its subcontractors' liability. If the Seller or its subcontractors are affected by such damage, the buyer will hold them harmless.
 - 10.2.1.3. In the event of the buyer sustaining any damage or loss other than those mentioned under 10.2.1.1 or in the event of any third claims presented to the buyer for compensation for damage or loss due to the fault of the Seller, its personnel or its subcontractors or their personnel, the Seller shall be liable under its public liability insurance. The buyer shall hold the Seller harmless against all claims beyond this and the Seller shall have no liability for any consequential or indirect losses/damages suffered by the buyer howsoever occurring.
- 10.3. **Warranty:** For defect in the work which the Seller had undertaken to carry out and for any damage resulting to the plant erected, the Seller shall assume liability to make good all defects and damage at its option either by carrying out the necessary work free of charge or by paying the costs incurred by the Seller in eliminating such defects. All further rights of the buyer are excluded. This liability is limited to such defect and damage which become apparent within 6 months of the execution of the work in question and which are notified by the buyer immediately in writing.
- 10.4. **General Conditions**
- 10.4.1. At the beginning and during the execution of the erection work the site must be in such condition as to permit the Seller's personnel to work without danger and impediment.
 - 10.4.2. The buyer shall be responsible for taking the necessary safety precautions against accidents as required by law or otherwise. The Seller shall not be liable for any damage caused because of non-observance of safety rules and regulations by buyer's personnel.
 - 10.4.3. Any indication given by the Seller regarding the time required for erection or start-up shall be approximate only. In case of a delay the Seller shall have the right to receive extension of time. All rights of the buyer to claim any compensation shall in all cases be excluded.
 - 10.4.4. If erection and start-up is delayed through no fault of the Seller, the buyer shall bear all expenses resulting therefrom and for idle time and for additional journeys the Seller's personnel may have to undertake.
11. **Warranty:** Seller makes no warranty, whether of merchantability, fitness or otherwise expressed or implied concerning the goods supplied or services rendered other than that they shall be of the specifications stated in the contract. Seller's warranty is further predicated on Buyer's compliance with generally accepted or expressly specified conditions for proper handling and use of the goods. Any recommendations made by seller concerning the use of the goods are believed to be reliable, but Seller makes no warranty of the results to be obtained. Buyer agrees to inspect the goods supplied or the services rendered hereunder immediately after delivery or performance and to give notice in writing of any claim within thirty (30) days of delivery or performance. Failure to give notice in writing as aforesaid within the specified time constitutes an unqualified acceptance of the goods or services and a waiver of all claims with respect thereto. In case of a substantiated valid complaint concerning the goods supplied or services rendered hereunder, Seller shall repair, exchange, or take back against reimbursement the rejected goods or the rejected part thereof or repeat or reimburse for the rejected service at seller's sole option. Seller's obligations under this Warranty shall be conditional on Buyer's full compliance with Buyer's obligations under this contract, especially on full compliance with the terms of payment. Seller is not liable for any other direct or indirect claims. All costs incurred in transportation, import duties and taxes etc. in performing the warranty obligations of the Seller shall be borne by the Buyer irrespective of the original terms of sale.
12. **Taxes, etc.:** Any taxes, fees, and dues payable outside the Manufacturer's country of origin in connection with the Seller's performance of the contract shall be paid by the Purchaser. The Buyer shall hold the Seller harmless of any taxes, fees, or other dues which the authorities of the Buyer's country might levy directly on the Seller in connection with his performance of the contract.
13. **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 The Parties hereby submit to the jurisdiction of the courts of Thailand.
14. **Validity of Contract:** 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 be deemed amended accordingly. 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. 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 and thereby keep the thus amended contract in force or to terminate this contract by written notice to Buyer.
15. **Termination of Contract:**
- 15.1. Subject to earlier termination provisions in clauses 5, 7, 8, 14 and 15.2, this Contract shall terminate automatically upon the delivery of the contracted goods and/or services.
 - 15.2. Seller may terminate this Contract forthwith by notice in writing to the other party:
 - 15.2.1. If Buyer fails to fulfil any of its payment obligations when they fall due in accordance with Clause 8 or Seller has grounds to believe that Buyer will not be able to fulfil its payment obligations; or upon the insolvency, winding up or presentation of a bankruptcy petition or other insolvency application against Buyer, or a court of competent jurisdiction makes an order, or a resolution is passed, for the winding up, dissolution or judicial management or administration of Buyer otherwise than in the course of a reorganization, merger, amalgamation or restructuring; or
 - 15.2.2. any attachment, sequestration, distress, execution, or other legal process is levied, enforced or instituted against the assets of the other party, or a liquidator, judicial manager, receiver, administrator, trustee-in-bankruptcy, custodian or other similar officer has been appointed (or a petition for the appointment of such officer has been presented) in respect of any assets Buyer; or
 - 15.2.3. Buyer convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors.
 - 15.3. Upon the termination of this Contract for any reason, Buyer shall be liable to pay Seller for all services and/or goods rendered up to the effective date of termination. For the avoidance of doubt, all termination under Clauses 5, 7, 8, 14 or 15.2 shall be without prejudice to the rights and remedies of either party for antecedent breaches.