

February 1, 2024

TERMS, CONDITIONS AND INSTRUCTIONS

1. No terms or conditions other than those set forth in this Order or accepted herein, shall be binding upon Buyer unless accepted by us in writing. This applies to any quotation or offer made by Seller and to any acknowledgement or subsequent document prepared by Seller. However, if there is an agreement between Seller and Buyer covering the sale and purchase of any article listed herein in effect of the date of this Order, this Order shall be deemed given pursuant thereto, and shall be subject to all of the terms and conditions thereof and shall not constitute a different further, or additional order.
2. This Order must not be filled at higher prices or transportation charges or with different terms than shown on this Order or in the case of unpriced orders, at prices last quoted, or invoiced without specific written authorization.
3. Terms of payment are effective from the date of the receipt of the shipment in acceptable condition or invoice date whichever is the later date.
4. Seller warrants that the prices set forth in this Order are valid under pertinent laws, order and regularizations and that all taxes imposed on Seller as a result of these Order have been/will be paid.
5. By accepting this Order and in consideration thereof, Seller warrants and agrees that any articles furnished thereunder and the use thereof does not infringe any patent or trademark right; that he will defend any suit that may arise in respect thereto, and that he will indemnify and save harmless the Buyer and any subsidiary or affiliated company thereof, against any loss, damages, cost and expenses, including attorney's which may be incurred by the assertion of any patent or trademark rights by other persons.
6. All graphics, information, data, material, equipment, patterns, moulds or other tooling supplied or furnished by Buyer to Seller for processing repair or for any purpose, and all related copyrights, patents, petty patents, trade secrets, intellectual property rights and other rights, whether or not marked as Buyer's property and/or confidential, shall be and remain the property of Buyer and shall not be disclosed to or passed onto by Seller to any third party, as the case may be, without prior written authorization by Buyer.
7. Fire, typhoon, flood, strikes, lock-up, epidemic, accident, shortage of transportation, acts of God or acts of civil or military authorities, acts of Public enemies, or any other cause beyond reasonable control of either party, whether like or unlike the foregoing which prevents Seller from delivering or Buyer from receiving or using of the items covered by this Order, shall operate to suspend deliveries during the period required to remove such cause, subject, however, to Buyer's right of cancellation.
8. Seller warrants that the goods sold thereunder conform to specifications in this Order. All such goods are to be delivered shipped subject to Buyer's approval notwithstanding prior inspection or payment and if not satisfactory may at Buyer's option be returned, transportation both ways at Seller's expense.
9. If this relates to the purchase of machines or machinery, Buyer shall have the privilege to purchase repair parts, accessories and supplies for such equipment wherever he may desire to do so.
10. Buyer has the right to cancel the unfilled portion this Order upon expiration of the stipulated delivery period upon the Seller at least five working days notice. If Buyer elects to cancel the unfilled portion of this order, Buyer shall have the option to take any goods, work or other items included in this Order, whether finished, unfinished or in process, upon such terms as Buyer and Seller may then agree upon.
11. The Buyer may cancel this Order should the Seller be unable to secure licenses, permits or authorizations required by the Thailand Government or any of its agencies, in connection with its transaction, or should such license, permits and authorization terminate or be canceled. The obligation to secure all licenses, permits and authorizations required to ship from the country of shipment or origin to Thailand shall be that of the Seller.
12. If any work is done in Buyer's premises, Sellers agrees to indemnify and save Buyer harmless from any and all judgments, orders, decrees, awards, costs, expenses including attorney's fees and claims on account of damage to property or personal injuries (including death) which may be sustained by himself, his employees or Buyers, or Buyer's employees, or third persons arising out of or in connection with work done, and Seller agrees to provide complete and adequate insurance indemnifying himself and Buyer against the same. Buyer may withhold any and all payments due under this Order until Seller has furnished to him satisfactory evidence that all bills for labor, materials, etc. supplied to Seller and referable in any way to this Order have been paid in full.
13. Whenever any actual or potential labor dispute is delaying or threatening to delay the timely performance of this Order, the Seller will give prompt notice thereof to the Buyer, including all relevant information with respect to such dispute.
14. The Seller authorizes Buyer to deduct from the total amount container in the face of this Order an amount equivalent to two per centum (2%) per day representing penalty for delayed deliveries.
15. Receipt by the Seller or his representative of a copy of this Order shall automatically signify that it agrees to all the terms and conditions listed on the face and back hereof.
16. Upon the request of the Buyer, the Seller shall permit auditors or inspectors appointed by the Buyer to have access to the Seller's books and records related to the transactions herein.
17. In the event that any term, condition or provision in this Order is not valid nor enforceable, such invalidity or unenforceability will not adversely effect other terms, conditions, or provisions which still remain in full force and effect.
18. The Buyer agrees to conduct the transaction(s) contemplated herein in a manner, consistent with all applicable laws, regulations and good business ethics. Specifically, the Buyer shall not make payment of any kind, in whatsoever manner, to officials or candidates of any government, political party or public office, or representatives of other businesses or persons acting on behalf of any of the foregoing where (i) such payment would constitute violation of any law, including the U.S. Foreign Corrupt Practices Act; or (ii) such payment is for the purpose of influencing decisions or actions with respect to the