1. Scope of Application: Our delivery of goods and services are subject to these Conditions of Sale and additionally the applicable statutory law only. Terms that vary therefrom, including any general conditions of purchaser, shall only be considered binding if they have been confirmed by us in written form. Our delivery of goods, performance of services or acceptance of payments does not constitute acceptance on our part of any of these terms and conditions unless they have been expressly confirmed by us in written form.

2. Offers, Contracts: Our offers are made subject to confirmation. A contract is only formed when we give order confirmation in writing or when orders are fulfilled in writing.

3. Form:
3.1 For the purposes of these Conditions of Sale, (a) "in writing" means in text form (including email, facsimile, computer-generated letters and telegrams), and (b) can only be considered binding if it has been confirmed in writing by our parent company; or (ii) its shareholders.

3.2 Any amendment or change to these Conditions of Sale including this Section 3.1, and any termination or mutually agreed cancellation of a contract shall be made in written form.

4. Prices: Unless otherwise agreed in writing, our prices are quoted ex works and do not include the packing costs. Value added tax shall be payable additionally at the statutory rate in effect on the invoice date.

5. Payment, Set-off:
5.1 Unless otherwise agreed in writing, payment to us by purchaser shall be effected latest 5 days after the delivery of the performance of services.

6. Set-off by Purchaser: Purchaser may, in the event of any claim by persons entitled to claims that are not disputed or have been upheld by final decision of a court of competent jurisdiction, set off against our claims arising from such assignment of rights and provide us with the necessary proof.

7. General Conditions of Sale and Delivery

10. Retention of Title: 10.1 The goods sold shall remain our property until all our claims against purchaser arising from the contract or the execution of the contract or arising from retention of title have been settled. If the goods have been processed by purchaser, our retention of title shall extend to the new product.

10.2 If the goods have been processed by purchaser, our retention of title shall extend to the new products. If the goods have been processed, combined or mixed by purchaser with goods of others, we acquire joint title pro rata to that part of the goods. If the goods are affected by any of the above, our retention of title shall be considered binding on the goods and the claims deriving from such assignment of rights and provide us with the necessary proof.

10.3 In the event that the security interests granted to us exceed the value of our claims, we shall, upon request of purchaser, release such security interests as we are able to do so without prejudice to our right of retention of title of the goods. If the goods are affected by any of the above, our retention of title may only be regarded additionally as a rescission with our prior consent made in writing.

11. Force Majeure: Conditions of force majeure shall release us from our delivery obligations. A force majeure release shall apply in cases of shortage of raw material, supplies, labor disputes, governmental decrees, breakdown of transport or of our operations. It shall also apply where our suppliers (Affiliate(s) as defined herein) are affected by any of the above. "Affiliate(s)" means a company (ies) in which (i) more than 50% of its total issued share capital is held, whether directly or indirectly, by our parent company or (ii) their management and policies are controlled or directed, whether directly or indirectly, by our parent company.

12. Production/Information: Unless otherwise agreed in writing, the contractual characteristics of our goods shall be exclusively based on our product specifications in their current version. Any information about properties, durability and other data are only an approximation and are subject to change without notice. If they are agreed and confirmed by us, they shall be regarded as such written in form. Written and verbal information about goods, equipment, plant, applications, processes and process instructions is based on research and experience, and not guaranteed. It is not capable of providing such information and is only an approximation, subject to our right to modify and further develop it and such information shall not be binding. The aforesaid shall not release purchaser from obligations of goods or services for the agreed quality, unless they are expressly intended by purchaser. This shall also apply to the protection of third parties and intellectual property rights.

13. Complaints: All claims, particularly those relating to defects and delivery shortfalls, must be submitted to us in writing without delay, but not later than 10 days from the delivery of goods or, in the case of latent defects, within 5 years from the date such defect(s) is discovered or should have been discovered through reasonable investigation. If purchaser does not notify us of claims within such time period, the agreed and specified quality, durability and other characteristics, or the goods shall be deemed to be delivered or performed in accordance with the contract. If purchaser, knowing of defects, accepts our goods or services, purchaser shall waive a claim of defects if purchaser has reserved such rights in writing at the time of delivery.

14. Rights of Purchaser in Case of Defects: If goods are defective, purchaser shall have the right to rescind the contract or to demand such defects in goods or services if the contractually agreed characteristics of the goods and services are only substantially impaired. In the event of justified and rightfully raised defect claims, purchaser is entitled to demand delivery of defect-free goods or services, we reserve the right, solely at our discretion, to either replace or repair the goods or services. We shall always be granted reasonable time to provide such replacement or repair. If our repair or replacement fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price respectively or rescind.

15. Liability: We, our legal representatives, employees, and persons employed to perform our obligations shall only be liable for damages and claims for expenses of purchaser, irrespective of the legal basis thereof, whether based on breach of obligations deriving from the contract and/or tort, (i) in the event of intentional misconduct or gross negligence on our part, the part of our legal representatives, employees, or persons employed to perform our obligations of contractual obligations violates the essence of the contract and purchaser relives, and is entitled to rely, on the full extent of such obligations (essential obligations) or (ii) in the event of slip or breach of contract, our liability for damages shall be limited to the foreseeable damage typical for a contract of this nature up to THB4 million or twice the invoiced value of the goods or services in question if that value is lower.

16. Application: The aforementioned exclusion or limitation of liability shall not apply in cases of damage to life, body, or health, or mandatory liability under the applicable statutory law (Product Liability Act B.E. 2541 (1998) or in other cases of mandatory liability under other applicable statutory laws.

17. Compliance with Statutory Regulations, Export and Customs Regulations, Indemnification, Rescission:
17.1 Unless otherwise agreed in written form, purchaser shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, use, distribution, and export of the goods.

17.2 Where a statutory or regulatory approval requirement applies to the export of our goods/services at the time of delivery/performance and such export approval is not granted upon request, we shall be entitled to rescind. Delays in obtaining such approvals by responsible authorities will not result in the right to claim rescission.

17.3 We are also entitled to rescind in the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and registration at the time of delivery/performance has not been applied for or granted.

17.4 If the purchased goods are subject to customs preferences due to their preferential origin, we reserve the right to automatically generate and issue all necessary documents (including for export purposes) concerning the origin (ie. commercial invoice, export deregistration, invoice declaration) without signature. We confirm that the declaration of preferential origin will be issued to the purchaser in accordance with our obligations set forth in Section 17.4.5. (Customs).

18. Place of Jurisdiction: The competent court of Thailand shall have jurisdiction over any dispute arisen out of or in connection with the interpretation, validity or performance of these Conditions of Sale.

19. Applicable Law: The contract and the legal relationship with purchaser shall be governed by the laws of Thailand and the UN Convention on Contracts for the International Supply of Goods for Personal, Family or Households Use (CISG).

20. Trade Terms: If any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS), they shall be interpreted and apply in accordance with INCO TERMS.

21. Severability: Should any of these Conditions of Sale be deemed wholly or partly invalid, this shall have no effect on the validity of the remaining terms.