

General Terms & Conditions of the CH-TECH Co., Ltd. (Thailand)

A. General

A.1 Contracts shall be final on receipt of a written confirmation from CH-TECH Co., Ltd. (Thailand) that the order has been accepted (confirmation of order) or of the purchaser's written statement that he/she accepts the quotation of CH-TECH Co., Ltd. (Thailand).

A.2 These General Terms and Conditions shall be binding subject to being confirmed as applicable in the quotation or a confirmation of order and having been handed over to the purchaser.

The purchaser explicitly waives the application of his own General Terms and Conditions, General Terms and Conditions or any other preformatted contract conditions.

A.3 In order to be valid, any agreements and material statements by the Parties hereto shall be made in writing. Statements in the form of written texts, transmitted or recorded by electronic means, shall be equal to the written form subject to having been specifically agreed between the Parties hereto.

A.4 Should one of the provisions of these General Terms and Conditions become fully or partly ineffective, the Parties hereto agree to replace the said provision by a new provision being equal in legal and financial effect, where possible.

A.5 In addition to the original German version, these General Terms and Conditions are also available as an English translation. Should general variations be found, the German version shall prevail.

B. Quotations and Signature of Contracts

B.1 A contract shall be deemed to have been signed subject to CH-TECH Co., Ltd. (Thailand) having confirmed acceptance in writing after receipt of the order.

B.2 Quotations shall be binding subject to clause F.2 for the period of acceptance stated in the quotation. This shall apply to written quotations only. Quotations in which no period of acceptance is stated shall not be binding.

C. Scope of Supplies

C.1 The scope and completion of supplies and services shall be based on the confirmation of order. Material or services not included therein shall be charged extra.

C.2 In principle, the supplier reserves the right to change designs and make technical modifications.

D. Technical Documentation

D.1 Leaflets and catalogues shall not be binding without any reference to some other agreement. The contents of product data sheets shall only be binding as and when explicitly assured.

D.2 CH-TECH Co., Ltd. (Thailand) reserves all rights to technical documentation handed over to the purchaser. The purchaser acknowledges these rights and agrees not to make such documentation accessible to third parties without the written approval of CH-TECH Co., Ltd. (Thailand) or use it for any other purposes than those for which it has been handed over.

D.3 Should no order result, all documentation shall be returned to CH-TECH Co., Ltd. (Thailand) on request.

E. Regulations in the Country of Destination

E.1 The purchaser shall notify CH-TECH Co., Ltd. (Thailand) by the point in time when an order is placed of any legal, official and other regulations and standards associated with effecting supplies and rendering services, operation and Health and Safety provisions and regulations.

E.2 Unless otherwise agreed, supplies and services comply with the regulations and standards applicable to the purchaser's domicile, which have been notified to the supplier in compliance with clause E.1.

F. Prices

F.1 Unless otherwise agreed, prices of CH-TECH Co., Ltd. (Thailand) shall be quoted net ex works, in Swiss francs or Euro, excluding packaging, transport, insurance, general taxes, certification, customs fees, assembly, installation and commissioning.

F.2 Should in exceptional cases prices be agreed in any other currency than Swiss francs or Euro, CH-TECH Co., Ltd. (Thailand) shall be entitled to adjust prices, should the rate of exchange of any currency agreed vary upwards by more than 1.5 % for Swiss francs. Prices shall be based on the rate of exchange agreed. Should no base rate of exchange be agreed in error, the rate of exchange (of foreign currencies, buying rate) valid at the time at which the quotation has been accepted by the purchaser shall apply.

G. Terms of Payment

G.1 Payment of the purchasing price shall be due as follows:

a) 30 % on confirmation of order, the remaining 70 % within fourteen (14) days (with 2 % discount) net on receipt of the goods and invoicing.

b) For exports, CH-TECH Co., Ltd. (Thailand) shall be entitled to demand payment by irrevocable letter of credit, confirmed by a Swiss bank designated by CH-TECH Co., Ltd. (Thailand). Any bank charges incurred shall be paid by the purchaser.

G.2 The mode of payment shall be agreed in the quotation and/or the confirmation of order.

G.3 Payments shall be effected by the purchaser to the CH-TECH Co., Ltd. (Thailand) without any deduction of cash discounts (exception see G.1.a), fees, taxes and charges whatsoever in free Swiss francs or Euro. Any terms of payment to the contrary shall be specifically agreed.

G.4 Should payment be delayed, CH-TECH Co., Ltd. (Thailand) reserves the right to suspend scheduled supplies without delay and shall be entitled to charge interest for delay of 12 % p.a.

H. Retention of Title

H.1 CH-TECH Co., Ltd. (Thailand) reserve title to the supplies prior to full payment.

H.2 The purchaser agrees to co-operate in taking action for the protection of property of CH-TECH Co., Ltd. (Thailand) as required. The purchaser authorises CH-TECH Co., Ltd. (Thailand) specifically on signature of the contract to register or enter the title in public registers books or similar at the purchaser's expense in compliance with applicable local laws and to fulfil all formalities in this respect. The purchaser agrees to maintain any items supplied at his cost for the period of retention of title and to insure these in favour of the supplier against theft, breakage, fire, floods and any other risks. In addition, the purchaser agrees to neither affect nor cancel the supplier's title in any way whatsoever.

I. Delivery

I.1 Delivery shall commence on acceptance of the order by CH-TECH Co., Ltd. (Thailand) and after full clarification of technical matters.

I.2 Delivery shall be suitably extended:

a) should details required for completing the order not be received by CH-TECH Co., Ltd. (Thailand) in due course or be modified retrospectively by the purchaser.

b) should terms of payment not be adhered to, letters of credits be opened too late or any import licenses required not be received by CH-TECH Co., Ltd. (Thailand) in due course;

c) should restricting events occur, which CH-TECH Co., Ltd. (Thailand) is unable to avert, irrespective of the application of due care and irrespective of whether these occur to CH-TECH Co., Ltd. (Thailand), the purchaser or third parties. The said events may be Acts of God, such as epidemics, mobilisation, war, rebellion, considerable disruptions in operation, accidents, industrial action, delayed or faulty supplies of any raw materials, semi-finished or finished products, uselessness of important parts (scrap), official intervention or omissions and natural disasters.

J. Supply, Transport and Insurance

J.1 All products shall be carefully packed by CH-TECH Co., Ltd. (Thailand). Packaging shall be invoiced to the purchaser at cost price.

J.2 Special requests for shipment and insurance shall be notified to CH-TECH Co., Ltd. (Thailand) in good time. Shipment shall be effected by a haulier designated by the purchaser, who shall be responsible for all export formalities for exports from Switzerland. Should the purchaser not have designated a haulier, CH-TECH Co., Ltd. (Thailand) shall be entitled at its discretion to instruct a forwarding company with shipment. In this case, the costs of these additional efforts shall be invoiced to the purchaser.

J.3 Transport shall be effected at the purchaser's cost and risk. The purchaser agrees to notify the last haulier without delay of any complaints associated with transport on receipt of the consignment or the freight documentation.

J.4 All import arrangements for import to the country of destination shall be made by the purchaser or his agent.

J.5 The purchaser shall be responsible for insuring the goods against damage. Although insurance might have to be taken out by CH-TECH Co., Ltd. (Thailand), the purchaser shall be responsible for the costs.

K. Inspection and Acceptance of Consignments

The purchaser agrees to inspect consignments within a period of eight (8) days after receipt and notify CH-TECH Co., Ltd. (Thailand) of any defects in writing without delay. Should this be omitted, supplies and services shall be deemed to have been accepted.

L. Warranty and Liability

L.1 CH-TECH Co., Ltd. (Thailand) guarantees that any products supplied by the company are free from faulty workmanship and materials.

L.2 Only properties explicitly referred to as such in product data sheets (technical drawings) shall be assured properties. Such assurance shall expire on expiry of the period of warranty.

L.3 The period of warranty for the products shall be two (2) months, commencing with dispatch of a shipment ex works but ending prematurely upon first use or employment of the products at the purchaser's or a third party's premises. The period of warranty shall commence on delivery of the products ex works CH-TECH Co., Ltd. (Thailand).

L.4 Should the products be faulty, the purchaser shall be entitled to demand a replacement during the period of warranty or remedy of the fault by CH-TECH Co., Ltd. (Thailand).

In case of replacement, faulty material shall be returned to CH-TECH Co., Ltd. (Thailand) within a period of ten (10) days on first request by CH-TECH Co., Ltd. (Thailand). Costs incurred for the return shall be paid by CH-TECH Co., Ltd. (Thailand).

L.5 Should faults in compliance with Art. G.4 not be remedied by CH-TECH Co., Ltd. (Thailand) within a suitable period of time by the supply of replacements or remedy of faults, the purchaser shall be entitled to demand a reduction in the purchasing price or cancellation of the contract.

L.6 The period of warranty shall expire prematurely should the purchaser or third parties effect inappropriate modifications or repairs or should the purchaser, when a fault has been detected, not take all suitable steps available without delay in order to curtail any loss/damage and grant CH-TECH Co., Ltd. (Thailand) an opportunity to remedy the fault.

L.7 Damage not evidently due to inferior material, faulty designs and workmanship or for any other reason whatsoever, for which CH-TECH Co., Ltd. (Thailand) is responsible, shall be excluded from the warranty and liability of CH-TECH Co., Ltd. (Thailand).

L.8 The purchaser shall have no other rights and claims than those explicitly stated in clauses L.4 and L.5 for faults in materials, design or workmanship and any lack of assured properties.

L.9 Should delivery be delayed, CH-TECH Co., Ltd. (Thailand) shall only be responsible for intent or gross negligence and for maximum damage/losses up to the value of any goods subject to delayed delivery. Cancellations and reductions shall be excluded.

L.10 All cases of contract infringement and their legal consequences and any claims by the purchaser, irrespective of their legal reason, shall be finally settled by these Terms and Conditions. In particular, any claims for damages, reduction and cancellation of or rescission from the contract shall be excluded. Liability for consequential damages shall be excluded, unless cancelled by mandatory product liability provisions.

M. Applicable Law

This Contract shall be subject to Thai law.

N. Jurisdiction

The Parties hereto agree to subject themselves to the jurisdiction of the courts of justice in Bangkok, Thailand.