

# DOMESTIC TERMS AND CONDITIONS OF SALE

## 1. Applicable Terms

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. Buyer's terms of purchase shall be applicable only to the extent that they have been expressly accepted by Seller in writing. The unconditional delivery of goods, performance 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

Seller's offers shall be subject to Seller's written order confirmation which shall constitute the binding contract of sale between Seller and Buyer. 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

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. 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 regardless of whether the title has been transferred from Seller to Buyer. 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. 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

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 defense 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 or total of the goods or render part or total of the service contracted hereunder, 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

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. 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 therefore delivered or for services therefore rendered.

## 7. Reservation of Title

Goods supplied by Seller shall remain Seller's property until the respective purchase price has been paid in full by Buyer. Seller shall have the rights, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default or defaults, to recall Goods in transit, retake same, and repossess all Goods which may be stored with Seller for Buyer's account, without the necessity of taking any other proceedings; and Buyer consents that all Goods so recalled, taken or repossessed shall become the absolute property of Seller. 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.

## 8. Warranty

Seller makes no warranty, whether of merchantability, fitness or otherwise expressed or implied concerning the goods supplied or services rendered other than they shall be of the specification stated in this contract. Seller's warranty does not cover normal wear and tear and is valid only for such period of time as expressly stipulated 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. Especially, the suitability of the Goods for their intended use is at the Buyer's risk. 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 service and a waiver of all claims with respect hereto. 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 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.

## 9. Cancellation

Cancellation of Order by the Buyer will be subjected to a minimum charge of 20 % of the sales value of the Order.

## 10. 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.

## 11. 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 or Buyer, all other terms shall remain in force and the contract shall 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 and valid replacement of 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.

## BARBE (THAILAND) LTD.