



ORIENTAL COPPER CO.,LTD.
บริษัท โอเรียนเต็ลคอปเปอร์ จำกัด

OC-ETP®

SALES GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In these SALES GENERAL TERMS AND CONDITIONS the following expressions shall have the meanings here ascribed to them unless the context requires otherwise:

"Agreement" means the agreement for sale and the purchase of the products of which the terms and conditions are stipulated in the Sales Confirmation (hereinafter called the "SC"), Debit Note for deposit, Commercial Invoice and these Sales General Terms and Conditions (hereinafter called the "SGTC").

"Seller" means **Oriental Copper Co., Ltd.**, having its registered address at 27th Floor, Bangkok Insurance/Y.W.C.A. Building, 25 South Sathon Road, Thungmahamek, Sathon, Bangkok, 10120, Thailand.

"Buyer" means the person who accepts a quotation from the Seller a quotation from the Seller for the sales of the Products or whose order for the Products is accepted by the Seller.

"Products" means the products which to be ordered by the Buyer and agreed to be supplied by the Seller in accordance with these Terms and Conditions.

"Purchase Price" means the price payable to the Seller by the Buyer for and in consideration of the products, nominated in US Dollars or other currencies as agreed upon by the parties.

- 1.2. The SGTC sets out the general terms and conditions of the sale and purchase of the products and form part of the SC. In case of any difference, conflict or inconsistency between the SC and the SGTC, the terms of the former shall supersede the latter.

2. SALE AGREEMENT

- 2.1. The Buyer agrees to buy the products from the Seller, and the Seller agrees to sell the products to the Buyer at the Purchase Price, subject to the terms and conditions set out in the SGTC.
- 2.2. Any products sold hereunder shall be according to the design and specifications set out in the SC, subject to any additions, amendments, or variation thereto as agreed upon from time to time by both parties.

3. ORDER/OFFERS

- 3.1. For the Agreement concerned, on purchase the metal fixations made on behalf of the Buyer shall be followed by a specification, order details and shipment confirmation within the timeframe agreed or no later than 3 (three) months after the fixation (the order). Otherwise, the seller shall have the right to cancel the order and/or shall invoice the Buyer for an indemnity to compensate the damage sustained.

4. PRICE

- 4.1. Price is only final when the Seller has sent the SC to the Buyer.
- 4.2. The products are invoiced at the price, or in accordance with the price determination conditions agreed between the Seller and the Buyer and indicated on the SC.

5. DELIVERY

- 5.1. A delivery delay shall not cause the sale to be cancelled or the merchandise to be rejected, or penalties or damages to be granted.
- 5.2. Delay of Buyer's delivery acceptance for any reason is subjected to an additional charge at eight (8) % per annum of the total order value calculated from the latest delivery acceptance of each relevant SC up to the actual delivery date.
- 5.3. In the event of damage or partial loss due to transport, the Buyer shall have 3 (three) days following the reception of the products to communicate any complaint it might have to the carrier, in which case it shall simultaneously send a copy thereof to the Seller, failing which its complaint shall be rejected.

6. WARRANTY

- 6.1. The Seller guarantees that the products sold to the Buyer conform to the agreed specifications. The products' warranty period is limited to 12 (twelve) months from delivery as defined above and the warranty's application shall not extend its term.
- 6.2. The warranty shall be applied by the Buyer, in writing, within 5 (five) business days of the discovery of the nonconformity or defect and during the warranty period. The Seller only undertakes to replace those products that are acknowledged as non-conforming or defective.
- 6.3. The Seller's warranty does not cover the payment of penalties or the reparation of direct or indirect losses, including from any loss of earnings resulting from the non-conformity or defect of the products.

7. TERMS OF PAYMENT

- 7.1. In consideration of the products delivered hereunder, the Buyer agrees to pay to the Seller the Purchase Price, to be based on the unit price set out in the Commercial Invoice and the accepted quantity.
- 7.2. The Purchase Price for any consignment of products ascertained under clause 4.1 above shall be paid by the Buyer according to the Commercial Invoice, and deemed an integral part of the Agreement.
- 7.3. The delay of payment is subject to an additional interest charge at 12% (twelve) of the overdue amount accruing from the due date up to when the outstanding amount shall be paid in full.

8. TITLE AND RISK

- 8.1. Risk of loss or damage to the products passing from the Seller to the Buyer shall be determined in accordance with the latest edition of Incoterms available at the shipment date.
- 8.2. Title to the product remains with the Seller until the Buyer shall have paid for the product in full pursuant to the terms of the Agreement.
- 8.3. The Buyer may use and/or incorporate the product in or together with any product manufactured or assembled by the Buyer before ownership has passed to it, provided that such use and/or incorporation is solely in the normal course of the Buyer's business.



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8.4 The Buyer may resell the product before ownership has passed to it, provided that such a resale is the normal course of the Buyer's business at full market value and the Buyer will account to the Seller accordingly.

9. FORCE MAJEURE

Should the Seller be wholly or partially prevented from carrying on its obligations under the Agreement due to circumstances beyond the reasonable control of the Seller ("Force Majeure"), including but not limited to: fire; flood; storm; earthquake; acts of God; strikes; riots; elements of war; military operations of any kind; terrorism; shortage of power, transportation, materials, and energy resources; blockade or prohibitions of export or import; including any other obligation which cannot be carried out shall be suspended as long as the Force Majeure prevails.

The Seller shall promptly notify the Buyer in writing when it is affected by any Force Majeure event. The notice must:

- (a) specify the obligations it cannot perform;
- (b) fully describe the event of Force Majeure;
- (c) estimate the time during which the event of Force Majeure will continue; and
- (d) specify the measures proposed to remedy the Force Majeure.

In the case that the Force Majeure shall prevail for more than ninety (90) days from the date of its commencement, then the Seller shall be entitled to cancel the Agreement by written notice to the Buyer, without prejudice to any of the rights of Seller accrued prior to the termination date.

10. LIMITATIONS OF LIABILITY

- 10.1 The Seller shall not be liable to the Buyer for any consequential loss or damage suffered by the Buyer, including but not limited to: delay; loss of production; loss of profit; loss of or damage to other property or goods.
- 10.2 The Seller shall not be liable in damages to the Buyer in excess of the invoice value of the Product.

11. EVENT OF DEFAULT

An event of default under the Agreement is deemed to exist with respect to the Buyer when it:

- 11.1 Fails to pay money to the Seller when due under the Agreement, if that failure is not remedied within five (5) business days after the delivery by the Seller of notice demanding payment.
- 11.2 The Buyer is not allowed to cancel order or delay receipt of the shipment the Products its order/s without the Seller's written consent.

12. TERMINATION

- 12.1 The Seller may terminate the Agreement in case of:
 - a) The Buyer breaches any part of the Agreement.
 - b) The Buyer where a petition is presented or is involved in a proceeding, or an order is made, or an effective resolution is passed, or any other step is taken by any person for the winding-up, insolvency, dissolution or bankruptcy of the Buyer, or for the appointment of a liquidator, receiver or similar officer of any party or of all or any part, of its business or assets.
- 12.2 The termination hereof for any reasons shall be without prejudice to any rights, claims or liabilities of the Seller

hereunder accrued prior to the termination, inclusive of the risk, title and ownership passed on to the Buyer before the termination.

13. GOVERNING LAW, COURT JURISDICTION AND ARBITRATION

- 13.1 The Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Thailand.
- 13.2 The Seller has the right to choose whether any disputes, controversies or differences, which may arise between the parties hereto, out of, or in connection with the Agreement or the implementation of any of the provisions hereof that cannot be settled amicably shall be finally settled by:
 - (a) Arbitration in Bangkok, Thailand in accordance with the Rule of Arbitration of the International Chamber of Commerce. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; or
 - (b) The Court of the Kingdom of ThailandHowever, if the disputes are initiated by the Buyer, the disputes or controversies shall only be settled by the arbitration in Bangkok as aforementioned in 13.2 (a) above.

14. AMENDMENT AND ENTIRE AGREEMENT

- 14.1 The Agreement may be amended only in writing duly signed by the authorized representatives of each of the parties.
- 14.2 The Agreement constitutes the entire agreement and understanding of the parties with respect to the supply of the Products matter hereof and supersedes all other written and oral agreement or arrangements made between the parties prior to the date of the Agreement.

15. GENERAL PROVISIONS

- 15.1 Nothing in the Agreement shall be deemed to constitute a partnership between the parties nor constitute either party's agent of the other party for any purpose.
- 15.2 The Seller may modify these terms and conditions from time to time, and such modifications shall be binding upon the Buyer.