

1. Introduction

These conditions shall form part of every contract of providing service entered into by Atlas Copco Thailand Ltd. and any purported variation or exclusion (whether contained in any document of the customer or otherwise) shall be of no effect unless accepted in writing by Atlas Copco.

2. The Responsibility and Rights of the Parties

(a) The customer will ensure that the routine maintenance of the equipment is carried out in accordance with Atlas Copco instruction book. This includes all service jobs to only be performed by Atlas Copco certified technicians in order to satisfy warranty requirements for both spare parts and labor.

(b) Atlas Copco will contact the customer before the planned time for visiting. The customer will then ensure the equipment is available for maintenance and inspection.

(c) Unless otherwise specified, maintenance and inspection will be carried out during normal working hours, Monday to Friday. If this is not practical, any extra cost incurred by Atlas Copco in carrying out maintenance or inspection outside the normal working hours will be borne by the customer and invoiced separately.

(d) The price quoted for Preventive Maintenance and/or calibration is strictly for the activity specified. **The scope to remove/replace the tool/controller to and from its station or the production line is solely the responsibility of the customer** unless there is a formal written request by the customer. Atlas Copco will then make the final decision and if decided to proceed, an additional charge will apply based on the scope of work to be supplied.

(e) If any major changes occur in operating or site conditions of the equipment, this agreement shall become null and void. Major changes would normally involve relocation of the unit or working condition.

(f) For all onsite activities, the customer will give necessary assistance to Atlas Copco in the performance of its obligations under this agreement by providing lifting facilities, lighting, including other required facilities and unrestricted access to the equipment at the agreed time. Any cost and/or expense incurred by Atlas Copco as a result of access to the equipment or facilities being delayed from the agreed time will be borne by the customer and invoiced separately by Atlas Copco.

(g) A visit report will be provided on what has been done including the equipment details where applicable

4 Working Conditions

(a) The customer shall ensure that the maintenance is not carried out under dangerous or unhealthy conditions, and shall take all necessary measures to protect Atlas Copco's personnel from exposure to any safety or health hazard.

(b) The customer shall ensure that Atlas Copco's personnel are informed of any safety regulations in force at the place where the maintenance is carried out.

(c) Atlas Copco shall inform the customer of any special hazards that the maintenance work may entail.

5 Technical Document

The customer shall provide the technical documentation (e.g. up to date drawings, descriptions, charts and instructions) in his possession, which is necessary for carrying out the agreed maintenance. Atlas Copco may not use such documentation for any purpose other than to fulfil the contract.

6 Defect

The customer shall without undue delay notify the Atlas Copco in writing of any defect, which appears in the work performed, or the parts provided by Atlas Copco. In this regard, Atlas Copco shall remedy such defect without delay by its own cost. If the customer fails to give notice of a defect without undue delay he shall lose his rights in respect of the defect.

7 Guarantee Period

(a) Unless otherwise specified, Atlas Copco guarantees that the equipment and material used for proving the service is in good condition, suitable for use, and meet the standard.

(b) Unless otherwise agreed, Atlas Copco shall be liable for the preventive maintenance work during the duration of the contract. **Preventive maintenance has a warranty period of three months or 250,000 tightening whichever occurs first** after the work is performed and the warranty covers ONLY the relevant spare parts replaced during the particular activity. For example, Transducers, Main cards, motors are not serviced during PM activity; therefore, if broken within 3 months, will not be covered.

(c) Atlas Copco's liability for main parts only apply to defects which become apparent within six months after installation or delivery to the customer and will not be covered if not installed by Atlas Copco certified technician.

(d) The warranty does not cover the costs of installation or removal of the Goods to be repaired or replaced which shall be at Buyer's cost

8 Service Fee

(a) All service fees quoted by Atlas Copco are solely for the service activities specified and shall exclude VAT, import/export taxes, freight charges and other applicable fees which are the customer's responsibility; unless otherwise agreed explicitly in writing within the same quotation.

(b) Unless otherwise agreed, any service carried out by Atlas Copco shall be paid based on agreed payment term between the customer and Atlas Copco Thailand.

(c) In case of any service request, Atlas Copco shall, at the customer's request, provide a price estimate after fault tracing but before undertaking any other work. The estimate shall not be binding, but Atlas Copco shall inform the customer if it becomes apparent that the final price will exceed the estimate by more than 10 percent. If the customer, after receiving the price estimate or such last mentioned notice, chooses not to proceed, the customer shall nevertheless pay Atlas Copco for the work that has performed.

(d) The price is fixed for the entire validity period of the agreement.

(e) If Atlas Copco's personnel are required to work outside normal working hours or to wait due to circumstances for which the customer is responsible, the customer is responsible for the cost of such idle time at the equal rate of normal work.

(f) Cancellation must be made 24 hours before scheduled time and we do not guarantee availability of the next appointment if the requested date is less than 72 hours. **Please note if our technician has started traveling to the working site before prior cancellation, the customer will be charged 4 hours for lost time.**

(g) Inspection is free of charge; however, if the customer decided not proceed with the repair for whatever reason, we reserve the right not to fully assembly the tool/controller back to its original condition but all parts will be returned to the customer

9 Payment

(a) Unless otherwise agreed, the service fee for preventive maintenance shall be paid before the start of each Purchase Order and be made against the invoice no later than 30 days after the date of the invoice.

(b) In the event of any delay in payment, unless otherwise specified, Atlas Copco shall be entitled to charge interest on any outstanding balance at the rate of 1.5 % per calendar month or part thereof. During such period of default and at any other time when the customer shall be in breach of the terms of the contract or Atlas Copco shall have reasonable grounds for doubting that payment will be made on the due date, Atlas Copco shall be entitled to suspend the service providing until payment will be received. The customer shall then further compensate Atlas Copco for any additional costs incurred when resuming the service.

10 Limitations and Termination

(a) Atlas Copco shall not be responsible in the event of:

(i) Negligence by the customer of daily maintenance described in Clause 3 (a); or
(ii) Any failure of the equipment caused by quality and/or quantity of cooling water, air, electrical power, accidental or willful damage to the equipment by the customer or the third party equipment such as PLC including re-wiring between our tools/controllers to the customer's system

(b) At any case, Atlas Copco shall be liable for damage to the customer's property caused by Atlas Copco's negligence in connection with its work under the contract. Atlas Copco's liability shall, for each occurrence, be limited to only up to the value of the purchase order. If PO covers multiple number of tools, the total PO value will be divided by the quantity of the tools/controllers in that PO following the liability rules in this Agreement.

(c) Atlas Copco shall not be liable to the customer for any loss of profit or any other type of consequential loss of the customer arising out of or in connection with the provision of any goods or services pursuant to this agreement and shall only be liable based on proven fault and exclusion of implied terms for personal injury or damage to property, except in the case of intentionally or negligently but the liability will be limited only up to the purchase order value.

(d) In the event of the customer suffering any distress or execution to be levied against him or entering into any arrangement with its creditors or (being an individual) becoming subject to the bankruptcy conditions shall be entitled to enter upon any land or premises where the goods or any laws or (being a company) entering into liquidation otherwise than for the purposes of amalgamation or reconstruction or having a receiver appointed of the whole or any part of its assets, Atlas Copco without prejudice to its other rights under this agreement to terminate this agreement with the customer.

11 Force Majeure

Notwithstanding the provisions of any other term of the contract, a party shall not be regarded as in breach thereof to the extent that such party is prevented from or hindered in fulfilling its obligations by any circumstances outside its reasonable control (including strikes, lockouts, and shortages of materials).

12 Legal Construction

The contract shall in all respects be governed by and construed in accordance with Thai Law.

13 Discrepancies

In case there is any discrepancy in any provision of this terms and conditions and the contract, the provision in this terms and conditions shall prevail.

14. Trade compliance clause for quotations, order confirmations, general terms, contracts.

Any quotation is legally binding upon us only after you have placed an order and received a written acceptance from us. We reserve the right to withdraw our quotation at any point in time. By placing the order, you certify that the items ordered will not be used for any purpose connected with chemical, biological or nuclear weapons, nor missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law. You also confirm that the items ordered will not be sold or transferred, directly or indirectly, to Iran, North Korea, Syria, Russia, Belarus, Crimea or any contested region of Ukraine or Russia. Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements, as well as any embargos and other trade sanctions (collectively "Foreign Trade Obligations"). You will immediately notify us in writing of any breach of this statement. We shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of Foreign Trade Obligations. We also retain the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of any Foreign Trade Obligations. You shall indemnify us for any direct or indirect damages arising in consequence of any breach of this statement.

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