

## 1. Introduction

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

## 2 Formation of Contract

- (a) An order whether or not based upon a quotation shall not be binding on Atlas Copco unless accepted by it in writing.
- (b) Any representations or warranties made or given by anyone on Atlas Copco's behalf prior to its acceptance of an order and not contained in Atlas Copco's written quotation or order acknowledgement are hereby expressly excluded.
- (c) Only such goods as are specified in Atlas Copco's order acknowledgement are included in the scope of the contract.
- (d) The buyer shall be responsible for ascertaining whether the capacity and performance of the goods are sufficient and suitable for its purpose.
- (e) Atlas Copco shall not be obliged to alter the performance or features of the goods following its acceptance of the buyer's order unless, at its absolute discretion, it agrees in writing to do so and subject to the payment by the buyer of an extra charge.

## 3 Specifications

All drawings, descriptive matter, weights, dimensions and specifications supplied by Atlas Copco are approximate only unless otherwise stated and all descriptions and illustrations contained in Atlas Copco's catalogues, price lists and advertising matter are by way of general description, are approximate only, and in no way are binding on Atlas Copco. Atlas Copco will supply a set of certified outline drawings after conclusion of the contract and on request of the buyer if separately contracted so to do.

## 4 Tests

Atlas Copco's products are carefully inspected, and where practicable, submitted to Atlas Copco's standard tests at Atlas Copco's works before despatch. If a special test in the presence of the buyer or his representative is required, this will be charged for, and in the event of the buyer failing to attend such test within seven days of Atlas Copco giving it notice that the test is ready for performance, the test will proceed in the buyer's absence. Unless otherwise agreed all tests will be carried out at Atlas Copco's works.

## 5 Prices

- (a) All prices quoted by Atlas Copco are unless specified differently including transport and insurance charges, packing and custom clearance charges, free on truck at customer site. Off-loading and installation charges are at customer account.
- (b) Where an order is placed and accepted for goods differing in size, quality, quantity or in any other way from the goods specified in Atlas Copco's quotation, an additional charge may be made.
- (c) Atlas Copco's prices are valid for a period of 30 days after issuing date of quotation, unless otherwise agreed in writing.

## 6 Payment

- (a) Unless otherwise agreed in writing, prices quoted are strictly net and payment shall be made within 30 days from the date of invoice. A down payment of 30 % of the contract price is requested, the remaining 70% after delivery to jobsite.
  - (b) In the event of any delay in payment 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 buyer 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 withhold deliveries without prejudice to its right to payment for goods delivered and for work undertaken and expenses incurred in connection with undelivered goods which shall become immediately due and payable on demand.
  - (c) In the case of made by order goods, unless otherwise specified by the parties, the buyer is required to make payment in accordance with the following milestone:
    - (i) 30% of contract value upon the instruction has been agreed by the parties
    - (ii) 15% of contract value upon the design has been approved by the parties
    - (iii) 50% of contract value upon the work has been completed
    - (iv) The remaining amount within 30 days upon the work has been completed
- Atlas Copco has sole discretion to revise this payment term from time to time.

## 7 Delivery

- (a) Unless otherwise agreed, the goods shall be free truck, and the place for delivery shall be Customer premises
- (b) Atlas Copco shall endeavour to deliver the goods within the time stated or by the agreed delivery date but shall not be liable for late delivery nor consequential damages of any kind arising out of late delivery or non-delivery.
- (c) If the buyer shall fail to give Atlas Copco proper delivery or transportation instructions when required or to accept delivery of the goods when tendered in accordance with the terms of the contract, the buyer shall be liable for all storage and other costs incurred by Atlas Copco as the result of such failure which shall be immediately due and payable on demand, but such liability shall not affect the buyer's obligation to purchase the goods and the right of Atlas Copco to damages for breach of such obligation.

(d) In the event that the goods are delivered at a time and place agreed with the buyer, but no representative of the buyer is present when the goods are so delivered, Atlas Copco reserves the right to deposit such goods at the specified place and shall have no liability in respect of loss or damage resulting therefrom. If there is any cost arising from such deposit, the buyer shall indemnify it to Atlas Copco or allows Atlas Copco to deduct such cost from any payment that Atlas Copco has obligated to pay to the buyer (if any).

## 8 Damage in Transit

- (a) Atlas Copco shall be liable in respect of goods lost or damaged in transit.
- (b) Subject to paragraph (a), Atlas Copco's liability in respect of goods lost shall be limited to replacing such goods and its liability in respect of goods damaged during transportation shall be determined in accordance with clauses 9 and 11.

## 9 Acceptance

The buyer shall not be entitled to reject the goods unless:

- (i) within 14 days after delivery or such longer period as may be stated in the contract, the buyer shall have given notice, in writing, to Atlas Copco that the goods are defective.
- (ii) the buyer shall have provided Atlas Copco with such access to the goods as it requires, and Atlas Copco shall have failed to remedy the defect within 14 days after receipt of the buyer's notice or such longer period as may be stated in the contract.

## 10 Title and Risk

- (a) Title to the goods shall remain in Atlas Copco until payment in full is made by the buyer for all sums due from it to Atlas Copco on any account whatsoever.
- (b) In the event of the buyer 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 buyer.
- (c) The risk in the goods shall pass to the buyer upon the goods has been delivered to the buyer, the carrier, or other designate person (as the case may be).

## 11 Warranty and Limitation of Liability

Unless otherwise specifically agreed in writing by the buyer, the period of any warranty in respect of the goods and/or component of goods the terms and conditions applicable to such warranty are as follows:

- (a) Any warranty is limited to new Atlas Copco goods.
- (a) Subject to clauses 9, insofar as any statute or regulation shall provide to the contrary and shall not affect the statutory rights of any consumer at its option, repair, replace or credit the buyer with the whole or a due proportion of the purchase price of any goods supplied to it by Atlas Copco in respect of which any defect shall arise due to faulty design, materials or workmanship, except normal wear and tear, provided that:
  - (i) Unless otherwise stated in the contract the defect becomes apparent within 12 months from the date of delivery or commissioning (if applicable) by Atlas Copco's technician whichever comes first;
  - (ii) The buyer gives notice of the defect to Atlas Copco in writing by email or telefax within 48 hours after the defect becomes apparent. Any notice given before such period shall not claim under this provision;
  - (iii) The defect is not attributable to misuse, failure to comply with Atlas Copco's instructions and manual regarding storage, operation or maintenance, damage caused by any factors beyond Atlas Copco's control, or fair wear and tear.
- (iv) The goods have not been repaired or altered without Atlas Copco's written approval.
- (v) In the case that any component of goods are not manufactured by Atlas Copco, the warranty shall be limited in the extent of the manufacturer's warranty;
- (vi) Batteries and cables are excluded from the term of warranty. However, Atlas Copco has sole discretion on case by case basis to replace defective batteries or cables. In such event the remedy shall be restricted to such replacement and, as in the case of all other warranty claims, Atlas Copco shall not bear any liability for any indirect or consequential losses whatsoever arising from the use of such defective batteries or cables; and
- (vii) At any case, Atlas Copco's liability under this warranty claim shall be limited only for repairing and replacing defective component but it excludes any cost in accordance with disassembling and reassembling.
- (b) The buyer provides Atlas Copco with such access to the goods as it requires or, at Atlas Copco's request, to return the goods to Atlas Copco for inspection.
- (c) Atlas Copco shall have no liability to the buyer for any information or advice given to the buyer in connection with the goods, unless confirmed in the contract.
- (d) This warranty shall not be applicable in the following cases:
  - (i) The goods is made by order;
  - (ii) The goods is poorly or inadequately installed by other person apart from Atlas Copco;
  - (iii) There has been any an attempted modification or repairs by the buyer whether by itself or designated person;
  - (iv) Any additional components have been added to the goods without prior consent from Atlas Copco;
  - (v) Where any of component and or parts are not emanated by original manufacturer;

## Atlas Copco (Thailand) Limited

125 M. 9 Wellgrow Industrial Estate,  
Bangna - Trad Road Km.36, Bangwua,  
Bangpakong, Chachoengsao 24130  
Branch: Head Office  
VAT No: 0105536082816

Tel: +66 38 562 900  
Fax: +66 38 562 901  
E-mail: tools.SEA@atlascopco.com  
www.atlascopco.com

Bank : Deutsche Bank- Bangkok Branch  
Swift Code: DEUTTHBK, Saving Account  
Account No.: 0028472-00-2 (THB)  
Account No.: 0028472-30-6 (USD)  
Account No.: 0028472-30-2 (EUR)  
Bank code: 32 / Branch Code:0001

Bank : Kasikorn Bank,  
New Petchburo Road Branch  
Swift Code: KASITHBK  
Bank Code: 004  
Branch Code: 0028  
Account No.: 093-8-50820-8  
Saving Account - THB

(vi) Any exposure to weather conditions or other conditions not compatible with the design and intended use of the goods; and  
 (vii) Where any breakdown or damage has occurred in respect of electrical or electronic equipment where there has been a lightning strike, surges in voltage or intermittent electrical current supplied to the goods.  
 (e) At any case, Atlas Copco shall have no liability to any third party for any injury, damage or loss caused directly or indirectly by the goods, whether as a result of their operation or use or otherwise and whether as a result of any defect therein or otherwise, and the buyer shall indemnify Atlas Copco against any claim arising from any such injury, damage or loss.  
 (f) All defective components shall be delivered to Atlas Copco with the buyer's cost at head office or any place designed by Atlas Copco.  
 (g) Atlas Copco shall not be liable for defect that: (i) the buyer knew of the defect at the time of sale, or would have known of it if the buyer had exercised such care as might be expected from a person of ordinary prudence; or (ii) apparent at the time of the delivery and the buyer accepts the goods without reservation.  
 (h) This warranty is able to claim only by the first user who purchased the goods directly from Atlas Copco or authorised distribution. The decision of Atlas Copco relating to the claim under warranty shall be deemed as final.

## 12 Repurchase

The repurchase will only be accepted by Atlas Copco from the buyer provided that there is prior written agreement between the parties allow to do so. All goods which are accepted to repurchase will be subject to a handling charge and must be forwarded to Atlas Copco Thailand head office in Wellgrow Industrial Estate at the buyer's expense to the unperformed portion thereof. The repurchase price is subject to sole discretion of Atlas Copco. However, at any case the maximum of repurchase price must not exceed 80% of such goods value as specified in the invoice on the delivery date.

## 13 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).

## 14 Trade Compliance

(a) Notwithstanding any provision or clause in the Contract to the contrary, any quotation issued by Atlas Copco is legally binding upon Atlas Copco only after the Customer has received a written acceptance from Atlas Copco of any order from the Customer based on that quotation and Atlas Copco can at any point in time withdraw Atlas Copco's quotation.  
 (b) By placing any order with Atlas Copco, the Customer certifies, warrants and represents that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.  
 (c) In addition to clause 14(b), the Customer further certifies, warrants and represents that the Customer will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions.

(d) The Customer will immediately notify Atlas Copco, in writing, of any breach or possible breach of this clause 14.

(e) Atlas Copco shall not be obligated to fulfil a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfilment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.

(f) Atlas Copco shall have the right to terminate a Contract, 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 applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

(g) The Customer shall indemnify Atlas Copco for any direct or indirect damages arising in consequence of or otherwise in connection with any breach of this clause 14.

## 15 Legal Construction

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

## 16 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.

## 17. 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.

## Atlas Copco (Thailand) Limited

125 M. 9 Wellgrow Industrial Estate,  
 Bangna - Trad Road Km.36, Bangwua,  
 Bangpakong, Chachoengsao 24130  
 Branch: Head Office  
 VAT No: 0105536082816

Tel: +66 38 562 900  
 Fax: +66 38 562 901  
 E-mail: tools.SEA@atlascopco.com  
 www.atlascopco.com

Bank : Deutsche Bank- Bangkok Branch  
 Swift Code: DEUTTHBK, Saving Account  
 Account No.: 0028472-00-2 (THB)  
 Account No.: 0028472-30-6 (USD)  
 Account No.: 0028472-30-2 (EUR)  
 Bank code: 32 / Branch Code:0001

Bank : Kasikorn Bank,  
 New Petchburo Road Branch  
 Swift Code: KASITHBK  
 Bank Code: 004  
 Branch Code: 0028  
 Account No.: 093-8-50820-8  
 Saving Account - THB