



General Terms and Conditions

I. General Scope of Application

Pondpol Analytical Co.,Ltd , Pondpol Instruments Co.,Ltd. name as “Pondpol Group” – Limits of Liability and Terms of Use

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Subject to technical changes without notice.

II Terms and Conditions of Sale (Pondpol = Seller)

1. Offers and Order Acknowledgements



- a. Prices quoted are firm for 30 days, unless otherwise stated, with clerical or mathematical errors subject to correction. Documents or illustrations included with Seller's quotations ("offers") are not considered binding unless such documents are explicitly referred to as applicable within the quotations.
- b. All dimensions, weights, dates and illustrations in catalogs, brochures and other documents or information Seller provides, is accurate to the best of its knowledge and belief. However, such documents and information are subject to change without notice. In case of discrepancies, technical data and information provided in Seller's order acknowledgement shall prevail.
- c. Seller's written order acknowledgement contains the entire scope of Seller's contractual agreement and shall supersede any other documents or previous agreements. The scope within Seller's offer/quotation, accepted by the customer (Buyer), shall be binding and the issuance of Seller's invoice shall be regarded as the order acknowledgement.
- d. Subsequent amendments, alterations or changes shall apply only if Seller expressly agrees in writing to such changes.
- e. If Buyer fails to fulfill its agreement obligations within a reasonable period of time Seller reserves the right to suspend or withhold any or all goods and services, including withdrawing from the agreement, until such time as Buyer meets the agreed to terms and/or returns goods and/or services, or otherwise furnishes security for such in a form acceptable to Seller.

2. Consulting Service / Application Analysis

- a. Technical consulting and application analysis are offered on a case-by-case basis. Seller will submit an offer to the Buyer accordingly. The offer will generally specify such things as the contents and complexity of the consulting service, define the application analysis and estimated time required. Should the Buyer's service requests deviate from the Seller's offer, such deviations shall only apply when expressly stipulated and confirmed in writing by Seller.
- b. All consulting services and application analyses shall be executed by Seller with due care and diligence. However, the achievement of certain predetermined end results or target figures cannot be guaranteed.
- c. Seller expressly states, and Buyer agrees that, damage to and/or loss of Buyer furnished items for analysis and testing "samples" is possible and cannot be excluded, in spite of Seller's best effort. Seller's sole liability is limited to instances of willful damage or gross negligence.

3. Prices / Terms of Payment

- a. Prices quoted are fixed, currency in Thai Baht, excluding: value-added tax, costs for special packaging, carriage and cargo insurance, where applicable. The value-added tax shall be displayed separately at the current rate on the date of invoice.
- b. Payment is due within 30 days after receipt of invoice by customer without deductions. After this date, Buyer is in default of payment without a reminder being required.



- c. While being in default, Buyer is responsible for interest charges due to payment delay according with Thai law and has to be paid by the Buyer.
- d. Bills of exchange will only be accepted after previous agreement and only on account of performance. The Buyer is responsible for the costs of collection and discounting.
- e. Payment retention is only permitted when required by law. Settlement with unacknowledged or not legally binding counter claims is excluded.

4. Scope of Supply/Delivery Period

- a. The Seller's scope and estimated delivery date is contained in Seller's order acknowledgement when this is in written form. Without a separate order acknowledgement, the offer accepted by the customer serves as the agreed to scope and estimated delivery.
- b. The estimated delivery date is not a fixed date unless a specific delivery schedule has been agreed upon explicitly by Seller. Seller will endeavor to meet both estimated and specific delivery dates. However, due to scope changes and/or reasons beyond Seller's control, such as strikes, severe weather, etc., actual delivery may occur 4 weeks or more after the date originally estimated, or agreed to, without Seller being in default.
- c. Prior to Seller scheduling delivery, Buyer must provide Seller all information and concepts necessary for the order execution, settle all commercial and technical details and remit agreed upon payments.
- d. All shipments in non-returnable packaging
- e. Partial deliveries are permissible. Orders are considered complete when all parts of the order have been delivered. Buyer is responsible for delivery expenses related to requests for partial deliveries.
- f. At Buyer's default of order acceptance, Seller will notify Buyer that, unless Buyer accepts the order by a specific date, following this grace period, Seller reserves the right to dispose of the ordered goods and take legal action including compensation for damages as permitted by law.

5. Initial Operation

- a. Before Buyer's initial operation of the supplied goods, the Buyer is solely responsible for reading and following Seller's user instructions/manuals including all safety instructions, where applicable.
- b. With each initial delivery of equipment, Seller will provide Buyer, equipment operation and safety training at the time of installation, if relevant.

6. Transfer of Perils

Unless otherwise stated and agreed, orders are delivered at the expense and at the risk of the Buyer. All risks for loss or damage shall transfer to the Buyer as soon as Buyer is advised goods ordered are ready for dispatch from Seller's facility, as well as from that time forward when order dispatch is delayed or impossible due to Buyer.



7. Warranty

- a. In the event of warranty claims for defective parts, as covered by Seller's warranty, Seller will, at its option, repair or replace parts found to be defective. If Seller is unable to remedy such defects after three attempts, Buyer may, at its option, annual the contract or abate the purchase price.
- b. The goods delivered to Buyer must be examined immediately on receipt. Seller will not be responsible for obvious defects for which the Buyer does not submit notice of in writing to Seller within 10 days after receipt of delivery.
- c. Any claim for defects caused by the Buyer, Buyer's representative or any third party being assigned by the Buyer (e.g. forwarder) not following Seller's installation and/or user manual instructions shall be excluded as well as any damage due to negligent or inappropriate treatment of the goods including unauthorized repairs or alterations.
- d. The warranty period shall be 6 months, unless otherwise agreed in writing and stated in the contract, from the date of delivery. Travel time, travel expenses, operational adjustment and normal wear items are not part of the warranty. The warranty period and charges for non-covered costs also apply for service contract work.

8. Liability

- a. In no case whatsoever shall Buyer be entitled to claims for damages, including but not limited to, loss of production, loss of use, loss of orders, lost profit and/or other direct, indirect or consequential damages. This exclusion of liability does not apply to unlawful intent or gross negligence on Seller's part and then, only to the extent the claimed loss incurred is typical for the Buyer's business.
- b. Liability is expressly excluded for any and all damages whatsoever resulting from improper, negligent or unauthorized equipment use.
- c. Limitations on claims for damages as mentioned herein included claims in tort on Seller's part unless the tort has not been committed deliberately or grossly negligent. Seller shall not be liable for tortuous acts of its employees, contractors or agents.
- d. The limitation of liability shall not apply in the event of injury to persons.

9. Retention of Title

- a. Ownership of goods sold shall remain with Seller until Seller has received full payment.
- b. In the event of the resale of Sellers goods, any unpaid purchase cost account transfers to the third party.
- c. The Buyer shall inform Seller immediately in written form in the event of defaults or whatsoever interferences of third parties as to the subject matter of the contract.



d. In the event of assembly or blending of our goods with other objects, Thai law regarding co-ownership, will apply without limit.

10. Privacy Note / Intellectual Property Rights

a. Unless otherwise agreed explicitly in writing, Buyer's related data are not considered confidential. As to analysis/testing provided by Seller free of charge, Seller reserves the right to publish and otherwise use any information obtained through such analysis/testing without restriction.

b. All Seller related data obtained by the Buyer will be treated as confidential, unless publication is explicitly permitted in writing by Seller.

III. Miscellaneous

These terms and conditions shall remain binding for both parties, even in the event that one or more of these terms are determined to be invalid, wholly or in part. The invalid clause shall be substituted by a clause which comes as close as possible to the intent of the Seller.

Place of delivery and place of payment is: Pondpol Instrument Co.Ltd. / Pondpol Analytical Co.,Ltd, Bangkok, Thailand.

Court of jurisdiction as to all disputes arising from this agreement is the Local Court of Bangkok.

All agreements shall be governed by Thai law which will also apply to agreements that are not in the English language. Foreign-language contracts shall be based on a Thai version of the contract, which shall govern in the event of legal disputes.

Pondpol Group of Companies

Dated : March 2019