

General Terms and Conditions for Services

1. Scope of validity

These general terms and conditions for services (hereinafter "**Conditions**") apply to work undertaken in connection with all services rendered, including for training, modification work and modernizations of machinery and equipment, troubleshooting, preventive maintenance as well as for the delivery of spare parts and software (hereinafter generally "**Services**") by Syntegon Technology (Thailand) Co., Ltd. (hereinafter "**Contractor**") for or to another party (hereinafter "**Customer**").

These Conditions add to any specific provisions, however, any changes or additional agreements, including to this clause, are only valid if agreed expressly in writing between both parties.

Deviating purchasing conditions of the Customer do not become part of the contract upon acceptance of our order, unless otherwise agreed expressly in writing by Contractor.

2. Scope of Services

The Scope of Services results from the Contractor's order confirmation and the work report of the field service personnel (hereinafter "**Scope of Services**").

3. Pricing for Services rendered

Unless otherwise expressly agreed, the Services shall be invoiced according to the time spent and material used on the basis of the Contractor's rates.

The Customer shall certify the performance by signing the respective reports. If the Customer refuses to grant certification without reason, by authorised personnel or if it is not granted in due time, the entries of the Contractor's personnel shall serve as a basis for calculation.

Travelling time as well as a reasonable amount of preparatory time and winding up time after the journey, which is necessary for compliance with the contractual conditions, is deemed to be working time and will be invoiced accordingly.

In regard to orders via the Internet (E-Portal), all prices indicated are nonbinding for the Contractor. They can be changed by the Contractor at any time prior to conclusion of the contract and without prior notice. The prices quoted do not include VAT or GST or other similar taxes, freight, postage and packing. The displayed delivery times correspond to the approximate time schedule and are therefore not binding; they do not include the time for transportation to the Customer. The planned delivery time is quoted by way of order confirmation.

4. Plans, technical documentation and software

Data provided in technical documents are only binding in so far as having been expressly stipulated as such.

Each party to the contract retains all rights, including of confidentiality and intellectual property, to technical or commercial information and documents provided to the other. The party receiving such information and documents shall recognise these rights and shall not make these information and documents available to any third party, either in whole or in part - except if with previous written consent of the other party, nor use them for purposes other than those for which they were handed over. The Customer shall, upon request of the Contractor, promptly return any such information and documents originating from the Contractor.

The Customer is not entitled to claim any detail or assembly drawings.

5. Obligations of Customer and technical assistance

The Customer shall take all necessary measures to protect persons, material and property on the installation site. The Customer and the Contractor shall each appoint a responsible representative (technical supervisor) to keep connected and to coordinate the work. The Customer shall inform the technical supervisor of the Contractor about specific safety regulations if they are relevant for the service personnel. The Customer must also inform the Contractor about any breach of such regulation by his service personnel. In case of severe breaches, the Customer may in agreement with the Contractor refuse access to the installation site in regard to the person in breach. The Customer shall call attention to any special dangers for the Contractor or its personnel in performing the contractual obligations.

The Customer is obliged to provide technical assistance at his own expense, especially to:

- Provide the necessary and sufficient number of qualified personnel during the time of the service works; the personnel has to follow the instructions of the Contractor's technical supervisor. For safety reasons, a staff member of the Customer has to be present when service work is performed outside normal working hours. The Contractor does not assume any liability for personnel of the Customer. However, in case of damages caused by any staff as result of instruction of the Contractor's technical supervisor, the subsequent provisions on warranty and liability in these Conditions shall apply.
- Perform all ground-, construction-, rescue- and scaffolding work including procurement of necessary construction material. Any foundations have to be measured, approved and of sufficient load bearing capacity.
- Provide necessary cranes and elevators, transport vehicles and tools as well as the further items and materials needed (for example wedges, mats, cement, plaster and sealing material, grease, fuel, etc.).
- Provide heating, light, electricity, water including necessary connections.
- Provide necessary, dry and lockable rooms for storage of tools of the service personnel and for high-value machine parts.
- Transport mounting parts on the installation site, protection of the installation site and materials against any damaging influences, clean installation site and arrange for suitable access ways.
- Provide suitable, theft proof working- and recreation rooms (with heating, lights, sanitary facilities) and first aid for the service personnel.
- Provide materials, arrange suitable conditions and take any further necessary precautions to enable the adjustment of the Service items and to test the equipment.

The technical assistance of the Customer shall ensure the commencement of the Services upon arrival of the Contractor and performance of the Services without delay or interruption.

Should the Customer not fulfill his obligations, the Contractor is – after notification - entitled but not obliged to remedy such deficiencies himself at the expense of the Customer and the Customer shall promptly indemnify the Contractor accordingly. Any further rights provided by law or other claims of the Contractor remain unaffected, and all costs incurred (e.g. waiting time, return journey) have to be borne by the Customer.

6. Time Schedule

Any indications in regard to completion and delivery time are based on estimations and therefore not binding.

A time-limit for completion is only binding if expressly agreed upon in writing. However, such an agreement is only possible after the Scope of Services has been determined.

Any binding time-limit for performance shall be suitably extended:

- If the instructions required by the Contractor to carry out the Services are not provided in good time, or if the Customer subsequently changes such instructions; or
- If the Customer does not comply with his contractual obligations, in particular, if he does not comply with his duties regarding technical assistance (paragraph 5) or with the terms of payment on time and in the proper manner; or
- In the case of circumstances beyond the reasonable control of the Contractor; such as the threat or actuality of mobilization, war, civil war, protests, rioting or sabotage, acts of terrorism, strikes or other labour disputes, accidents, illnesses, late or incorrect deliveries of necessary materials, embargoes, infectious diseases or epidemics, actions or omissions by authorities, unforeseeable transportation hindrances, fire, explosion, or any natural incidents, catastrophes or acts of God (e.g. flood, earthquake) or other circumstances of force majeure.

If a binding time-limit for performance has been agreed upon and this time-limit is not complied with due to circumstances which are solely the responsibility of the Contractor, the Customer may, provided he has suffered damages resulting from such delay, after a grace period of 14 days claim payment of compensation for such damages resulting from delay amounting to 0.5% per additional completed week up to a maximum of 5%. The amount of the compensation is calculated from the price of the Contractor's work for that part of the Services, which cannot be commissioned at the proper time due to the said delay. Further rights and claims in respect of delay, in particular for damages, are excluded.

7. Acceptance

As soon as the Customer is notified that the Services are ready for acceptance, it shall be inspected by the Customer or his appointed representative in the presence of both parties. Any deficiencies are to be reported immediately in writing to the Contractor. If the Customer fails to do so, the Services shall be deemed to have been accepted.

In case of a non-material deficiency, the Customer is not entitled to refuse acceptance, if the Contractor expressly acknowledges his duty to remedy such deficiency.

If the acceptance is delayed due to no fault of the Contractor, the acceptance is deemed to have been given by the Customer after two weeks from notification of completion of the Services or with the restart of commercial production at the latest.

As from acceptance, there is no warranty or liability for any apparent deficiency in the Services anymore, except if the Customer has reserved the right to claim a specific deficiency identified prior to acceptance. As far as necessary to perform the acceptance test as well as to make the ready-for-use adjustments of the relevant equipment, the Customer has to provide at his own expense personnel, energy, grease, water, fuel and any further required materials.

In case no formal acceptance is agreed upon, the date of completion notification by the Contractor or, in case of spare parts deliveries the receipt by Customer without immediate notification of defects, shall apply instead.

The formal acceptance is effected by an acceptance report signed by both parties.

8. Risk of damage or loss, Ownership

The Customer shall bear the risk of damage to or loss of the material or goods to be installed during necessary transport or storage and during performance of the Services, as well as for the tools, equipment and materials provided by him, even if the Services are performed at the premises of the Contractor. The Contractor shall be entitled to claim the agreed remuneration, less savings, even if the Services have perished or have been damaged by no fault of the Contractor. The same applies in case of impossibility of performance.

Unless otherwise agreed, replaced parts remain the property of the Customer. The costs for proper disposal of replaced parts as well as for incidental consumable materials (e.g. oil, gas, dust etc.) are the responsibility of the Customer.

The Contractor nevertheless retains all title in any goods delivered to the Customer (e.g. spare parts) pending the Customer's full performance of its payment obligations in relation to such goods. If the Customer defaults in making payment of any sums due to the Contractor, or if the Customer either meets the criteria for or is the subject of bankruptcy, insolvency, winding-up, liquidation, receivership, judicial management, scheme of arrangement, any other debt-settlement mechanism or any other similar proceedings (whether voluntary or involuntary) or a mortgagee takes possession of any of the Customer's assets, then the full amount of any sums due by the Customer to the Contractor shall become immediately due and payable and the Customer shall not sell or otherwise deal with the Contractor's goods in its possession and the Customer irrevocably authorises the Contractor to enter any premises where the goods are kept and to use the name of the Customer and to act on its behalf to recover possession of the Contractor's goods (or any items into which the Contractor's goods have become incorporated, which shall then be deemed to be property of the Contractor) without being responsible for any damage thereby caused, and the Contractor may resell any or all of the goods and apply the proceeds towards payment of the sums due and owing to the Contractor by the Customer. The Customer will remain liable to the Contractor for the price of any damaged, used, incomplete, broken or obsolete goods that the Contractor determines have no commercial value or are unable to be resold. The Contractor may also require the Customer to pay the Contractor's reasonable costs in exercising any of its rights under this clause together with any related costs such as repackaging. In its dealings with any relevant third parties in relation to the Contractor's goods, the Customer shall ensure that the rights of the Contractor under this clause are duly protected.

The Incoterms 2010 are the basis for supplies to Customers located in foreign countries (i.e. outside Thailand) and the specific Incoterms applicable to each order will be specified by the Contractor in the applicable order and confirmation documents.

9. Warranty

The Contractor warrants for a period of twelve months after acceptance or completion of the Services and in accordance with the following provisions that the work has been carried out in a workmanlike and careful manner.

As for spare parts, the warranty period of twelve months is calculated from the commissioning date, but expires after 18 months from delivery by the Contractor at the latest.

Should the Services be interrupted due to the reasons quoted in paragraph 6, the warranty period for the work completed before the interruption commences at the latest three months after the beginning of the interruption.

The warranty period is terminated in all cases three years after the agreed commencement of Services.

Any deficiencies in the Services detected and reported to the Contractor during the warranty period shall be remedied free of charge. Deficiencies of spare parts are, at the choice of the Contractor, remedied by way of either repair or replacement. Any removal of defects are performed provided that such deficiencies are notified to the Contractor in writing immediately upon their discovery. However, there is no warranty obligation of the Contractor, if a deficiency is of no material interest to the Customer or if it results from circumstances in the responsibility of the Customer.

The Contractor shall only be responsible for deficiencies related to the work performed under his supervision by the Customer's personnel or those of a third party, if it can be proven that such deficiencies are attributable to the fact that the Contractor's personnel has acted with gross misconduct in the course of instruction or supervision.

The warranty obligation of the Contractor is only applicable for deficiencies that emerge under ordinary operating conditions and proper usage. There is no warranty obligation of the Contractor for deficiencies resulting from faulty or missing maintenance, faulty operation or installation by the Customer or as a result of modifications of the serviced equipment without previous written permission of the Contractor, badly performed repairs by the Customer or third parties or due to normal wear and tear. Furthermore, there is no warranty obligation if the Customer does not immediately take suitable measures to reduce the possible damage.

For work carried out under warranty, the Contractor shall provide warranty to the same extent as for the original work but not beyond the warranty period of the latter.

Any claims and rights relating to deficiencies other than those specified under paragraph 9 are excluded.

10. Liability

The Contractor shall be liable to the Customer only for such property damage which the Contractor's personnel has caused in unlawful intent or gross negligence during the preparation or execution of the Services or during the remedying of any deficiencies in the Services. In any case, the total liability of the Contractor shall be restricted to the amount of the agreed remuneration for the Services.

The Contractor shall only be responsible for material damages related to the work performed under his supervision by the Customer's personnel or that performed by a third party, if it can be proven that such deficiencies are attributable to the fact that the Contractor's personnel has acted with gross negligence over the course of instruction or supervision.

Any further claims by the Customer, in particular for compensation of indirect, incidental, special, or consequential damages, losses, costs and/or expenses (for example loss of production, loss of efficiency, loss of purchase orders, loss of profit, etc.), or further compensation for other damages, losses, costs and/or expenses of any kind, regardless of their legal basis, shall be excluded.

This exclusion of liability, however, does not apply insofar as it is contrary to compulsory law.

11. Indemnification obligation of the Customer

The Customer shall indemnify the Contractor for any damages or losses to the Contractor's devices or tools that occurred by no fault of the Contractor on the installation site of the Customer. This does not apply for damages due to normal wear and tear.

12. Terms of payment

Unless otherwise agreed, price and costs are invoiced monthly and are payable by the Customer within 30 days from the invoicing date. The Contractor reserves the right to partly or completely require an advance payment of the presumed amount.

The payment obligations of the Customer are fulfilled if payment is effected in accordance with the specifications as set forth in the invoice without deductions of any kind (e.g. discount, expenses, taxes, fees).

The Customer is not allowed to withhold, reduce or recalculate payments because of complaints, claims or counterclaims by the Customer not accepted by the Contractor.

If the Customer fails to effect payment on the agreed dates, he shall - under the proviso of other rights being claimed and without formal notice - be liable to pay interest on the overdue amount(s) from the date due at a rate of 7.5% p.a. Payment of default interest shall not release the Customer from paying the sums due under the terms of the contract.

13. General

Without written permission of the Contractor, the Customer is not allowed to employ the Contractor's personnel for work which does not form part of the Scope of Services.

When assigning the Service personnel of the Contractor, the Customer has to observe the applicable local labour law. If necessary, any approvals of exemptions by the competent authorities have to be obtained in writing by the Customer in advance.

The Service personnel are not entitled or authorized to make any arrangements in the name of the Contractor.

The headings of these Conditions are for ease of reference only and shall not be taken to affect or limit the interpretation of any of the Conditions.

These Conditions may only be varied by express agreement in writing between the parties. This shall not however fetter the Contractor in any way from amending the Conditions at any time with notice in relation to future orders placed by the Customer.

The Customer shall not assign, novate or subcontract any of its rights or obligations under the contract and/or these Conditions, in whole or in part, without the prior written consent of the Contractor.

Any person who is not a party to the contract and/or these Conditions shall not have any right to enforce any of its terms.

14. Severability clause

Should any provision herein prove to be ineffective, unenforceable or illegal, this shall not affect the validity of the remaining conditions. The parties agree to replace any non-valid condition with a new one, which is consistent as far as possible with the legal and economic objective of the contract.

15. Export control clause

The supplies and services (the performance of the contract) are subject to the proviso that performance is not opposed by national or international export control regulations, in particular by embargoes or other sanctions. The Customer shall provide all information and documents that are required for export or shipment. Any delays due to export inspections or authorization procedures shall suspend the time limits and delivery times. If any requisite authorizations are not granted or if the supply or service is not able to be authorized, the contract applies as being not concluded in relation to the parts affected.

The Contractor is entitled to terminate the contract without notice, if termination is required for the purpose of complying with national or international legal regulations.

In the event of a termination in accordance with clause 15 the Customer is excluded from raising a claim for any damage or other rights on account of the termination.

When passing on the supplied goods (hardware and/or software and/or technology and the relevant documents, independently of the manner in which they are provided), or of work, and services provided by the Contractor (including technical support of any kind) to third parties domestically or abroad, the Customer shall comply with the applicable regulations of the national and international (re-) export control legislation.

15. Compliance

The Customer shall fully comply with applicable laws, regulations and conventions, in particular those on the prevention of corruption, anti-bribery and anti-money laundering. In the event that the Customer violates such laws, regulations or conventions and fails to evidence that the violation has been cured as far as possible and that the appropriate precautions have been taken to avoid violations of the law in future, the Contractor may terminate the contract immediately without prior notice and without any liability to the Customer.

16. Place of jurisdiction and applicable law

16.1 The contract and these Conditions shall be governed by and construed in accordance with the laws of Thailand, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply and is hereby excluded.

16.2 Any and all disputes arising out of or in connection with the contract and/or these Conditions (including but not limited to any question regarding its existence, validity or termination) shall, in the case of a Customer being seated or domiciled in Thailand either at the time of conclusion of the contract or at the time the dispute arises, be referred to and finally resolved by the competent courts of Thailand and, for this purpose, the Customer unconditionally and irrevocably submits and agrees to their exclusive jurisdiction.

16.3 Any and all disputes arising out of or in connection with the contract and/or these Conditions (including but not limited to any question regarding its existence, validity or termination) shall, in the case of a Customer being seated or domiciled in a jurisdiction outside Thailand either at the time of conclusion of the contract or at the time the dispute arises, be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The language of the arbitration shall be English and the tribunal shall consist of one (1) arbitrator, who shall be a qualified lawyer. Further, the Customer unconditionally and irrevocably submits and agrees to the exclusive jurisdiction of the competent courts in Singapore for the resolution of any dispute or question which is by law excluded from resolution at the SIAC. The Customer also agrees that it shall not contest the Contractor's lawful registration/lodgement and enforcement of any such resulting arbitration award or court judgment at the jurisdiction of residence/domicile of the Customer on jurisdictional grounds.

Notwithstanding the foregoing, the Contractor shall, at its sole discretion, alternatively have the right to file a claim against the Customer in any court of competent jurisdiction either in Thailand or at the place of residence/domicile of the Customer and the Customer unconditionally and irrevocably submits and agrees to the exclusive jurisdiction of such courts in the event that the Contractor decides to exercise this right. The Customer also agrees that it shall not contest the Contractor's lawful registration/lodgement and enforcement of any such resulting court judgment at the jurisdiction of residence/domicile of the Customer on jurisdictional grounds.