



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 Metal Booking Confirmation (hereinafter called the **"MBC"**), 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 or juristic person who accepts a quotation from the Seller for the sales of the Products in writing or whose Purchase Order for the Products is accepted by the Seller in writing in the form of the SC.

"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 as specified in the SC, nominated in US Dollars or other currencies as agreed upon by both parties.

1.2. The terms and conditions specified in the SGTC shall prevail over all other inconsistent provisions regarding the sale and the purchase of the Products contemplated herein in any other agreement documents issued by the "Seller", including Purchase Order and other related documents issued by the "Buyer" at any time. The "Buyer" shall be conclusively deemed to have accepted the terms and conditions of the Agreement, and to have entered into the Agreement with the "Seller" upon the Buyer's written acceptance of the Seller's quotation or the Seller's written acceptance of the Buyer's Purchase Order for the sales of the Products in the form of the SC.

2. SALE AGREEMENT

2.1. The Buyer agrees to purchase 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. The Products shall be according to the design and specifications set out in the MBC, subject to any additions, amendments, or variation thereto as agreed upon in writing from time to time by both parties.

3. ORDER/OFFERS

3.1. Buyer's metal fixation shall be followed by Purchase Order, including specifications, order details and shipment confirmation within the timeframe agreed or no later than 60 days after the fixation date, whichever is earlier. Otherwise, the Seller shall have the right to cancel the fixation and shall invoice the Buyer for an indemnity to compensate for the damage sustained. In the event the agreed timeframe over 60 days is accepted by the Seller, the interest charge of 1% (one per cent) per month shall apply.

3.2. Buyer's metal fixation will be accepted when Seller sends Buyer a written acceptance in the form of the "Metal Booking Confirmation".

4. PURCHASE PRICE AND PAYMENT

4.1. The Purchase Price shall be deemed final when the Seller has sent the SC to the Buyer. Under no circumstances shall the amount of the Purchase Price be disputed or objected to by the Buyer.

5. DELIVERY AND DEFECT

5.1. Any delay in the delivery shall not cause the sale to be cancelled or the Products to be rejected, or penalties or damages to be imposed on the Seller.

5.2. Any delay of the Buyer's acceptance of delivery for any reason is subject to an additional interest charge at 8% (eight per cent) 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 defect, damage or loss of the Products due to cause attributable to the carrier, the Buyer shall have 3 (three) business days following the receipt 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. In the event the Buyer fails to abide by any of the timeline specified in this Clause 5.3, the Buyer shall no longer be entitled to any claim or demand against the Seller or carrier for any compensation or damages for such defect, damage or loss whatsoever.

6. WARRANTY

6.1. The Seller guarantees that the Products sold to the Buyer conform to the agreed specifications. The warranty period is limited to 12 (twelve) months from the date of the receipt of the Products by the Buyer and shall not be extended any further.

6.2. The Buyer shall make a warranty claim in writing to the Seller within 5 (five) business days of the discovery of any defect, damage or non-conformity due to cause attributable to the Seller during the warranty period.

6.3. The Products purchased are only eligible for warranty in the country where it is purchased, not in other countries and regions.

6.4. The warranty shall be limited to replacing the defective, damaged or non-conforming Products only, and does not cover normal wear and tear, storage or misuse by the Buyer of the Products, punitive damages, the payment of penalties or the repair or compensation for direct or indirect losses including any consequential loss, incidental loss, loss of profit, earnings or opportunity resulting from the defect, damage or non-conformity of the products. Moreover, the warranty does not cover any loss and damage caused directly or indirectly by the Products itself, in particular, personal injuries, pecuniary damages, legal deficiencies (e.g., infringements of industrial property rights) etc. For the avoidance of doubts, replacement of the Products shall only be conducted by the Seller after the inspection and acceptance of the non-conformity of the Products.

6.5. The Buyer shall allow the Seller the sufficient opportunity with enough time and afford to remedy the defective, damaged or non-conforming Products.

6.6. Subject to the foregoing paragraphs, in any event the warranty shall be limited to the amount of the Purchase Price paid by the Buyer and as specified in the SC and Commercial Invoice.

7. TERMS OF PAYMENT

7.1. In consideration of the Products delivered hereunder, the Buyer agrees to pay to the Seller the Purchase Price, whereby the Purchase Price shall be based on the agreed quantity(ies) and the unit price(s) as set out in the SC and the Commercial Invoice issued by the Seller to the Buyer.

7.2. In addition to the Purchase Price, the Buyer shall also pay to the Seller for any consignment of Products as specified in the Commercial Invoice within agreed period.



- 7.3 Any delay in the payment of any amount under the Agreement is subject to an additional interest charge of 12% (twelve per cent) per annum of the outstanding amount accruing from the due date up to the date on which the outstanding amount is paid in full.
- 8. TITLE AND RISK**
- 8.1 The risk of loss or damage to the Products shall transfer from the Seller to the Buyer in accordance with the agreed Incoterms specified in the SC, which shall be determined pursuant to the latest edition of Incoterms available at the shipment date.
- 8.2 The title to the Products remains with the Seller until the Buyer has paid for the Products in full pursuant to the terms of the Agreement.
- 8.3 The Buyer may use and/or incorporate the Products in or together with any product manufactured or assembled by the Buyer before the title to the Products has passed to it, provided that such use and/or incorporation is solely in the normal course of the Buyer's business.
- 8.4 The Buyer may sell the Products before the title to the Products has passed to it, provided that such sale is in the normal course of the Buyer's business at full market value. Notwithstanding such sale, the Buyer remains under the obligation to pay the Purchase Price to the Seller in accordance with the Agreement.
- 9. FORCE MAJEURE**
- 9.1 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, other serious natural disasters, acts of God, strikes, riots, elements of war, military operations of any kind, terrorism, epidemics, outbreak of disease, shortage of power, transportation, materials, and energy resources, blockade or prohibitions of export or import, labor dispute, strike, change of any local, national or international law, governmental order or regulation; such obligations shall be suspended as long as the Force Majeure during the continuance thereof, and no default or liability of the Seller for non-compliance occasioned thereby shall exist or arise.
- 9.2 The Seller shall promptly notify the Buyer in writing when it is affected by any Force Majeure event. The notice must:
- 9.2.1 specify the obligations it cannot perform;
- 9.2.2 describe the event of Force Majeure;
- 9.2.3 estimate the time during which the event of Force Majeure will continue; and
- 9.2.4 specify the measures proposed to remedy the Force Majeure.
- 9.3 In the case that the Force Majeure continues for more than ninety (90) days from the date of its commencement, then the Seller shall be entitled to terminate 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 punitive damages, consequential loss, incidental loss, or damage suffered by the Buyer, including, but not limited to, delay, loss of production, loss of profit, loss of earnings or loss of opportunity, loss or damage to other property or goods, personal injuries, pecuniary damages, or legal deficiencies.
- 10.2 The Seller shall not be liable to the Buyer in excess of the value of the defect, damage or loss of the Products due to cause attributable to the Seller.
- 11. EVENT OF DEFAULT**
- 11.1 An event of default shall occur upon an occurrence of any of the following:
- 11.1.1 The Buyer breaches any terms, conditions or provisions of the Agreement other than those specified in Clauses 11.1.2 and 11.1.3 and cannot remedy such breach within 5 (five) business days after the receipt of the Seller's notice demanding remedy;
- 11.1.2 The Buyer fails to pay any amount to the Seller when due under the Agreement; or
- 11.1.3 The Buyer cancels the order or delays the acceptance of the delivery of the purchased Products without the Seller's written consent.
- 12. INTELLECTUAL PROPERTY**
- 12.1 Any dies or tools made or obtained for an order shall remain the sole property of the Seller and in the Seller's possession, even when the Buyer has been invoiced for such dies or tooling.
- 12.2 If a period of 5 (five) years has elapsed since the Buyer's last order requiring the use of such dies or tools, the Seller shall have the right to make use or dispose of such dies or tools at its sole discretion without prior consent from the Buyer, this shall be refer to the Dies & Tooling General Terms and Conditions of the Seller, unless otherwise mutually agreed upon in writing by both parties.
- 13. TERMINATION**
- 13.1 The Seller shall have the right (but not the obligation) to immediately terminate the Agreement by sending termination notice to the Buyer upon the occurrence of any of the following:
- 13.1.1 There is an event of default under Clause 11; or
- 13.1.2 The Buyer is presented with a petition, 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 or any other similar event 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.
- 13.2 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 including, but not limited to, any claim for damages, compensation, costs or expenses to which the Seller is entitled pursuant to the Agreement or the applicable law.
- 13.3 This Clause 13 shall survive the termination of the Agreement.
- 14. GOVERNING LAW, COURT JURISDICTION AND ARBITRATION**
- 14.1 The Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Thailand.
- 14.2 The courts of Thailand have non-exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement (including any dispute regarding the existence, performance, validity or termination of the Agreement) ("**Dispute**").
- 14.3 This Clause 14 is for the benefit of the Seller only. As a result, the Seller shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Seller may take concurrent proceedings in any number of jurisdictions.
- 15. AMENDMENT AND ENTIRE AGREEMENT**
- 15.1 The Agreement may be amended only in writing duly signed by the authorized representatives of each of the parties.



15.2 The Agreement constitutes the entire agreement and understanding of the parties with respect to the supply of the Products and supersedes all other written and/or oral agreements or arrangements made between the parties prior to the date of the Agreement.

16. GENERAL PROVISIONS

16.1 Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, employer-employee relationship, principal-agent relationship or any other similar relationship between the parties for any purpose.

16.2 If any provision of the Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of the Agreement.

16.3 No failure on the part of any party to exercise and no delay on the part of any party in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under the Agreement preclude any other or further exercise of it.

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