

**GENERAL TERMS AND CONDITIONS FOR
PURCHASE ORDER**

1. DEFINITION

For the purpose of these conditions, "The Seller" means the company name on the face of the purchase order as supplying the goods and works under this purchase order.

2. PURCHASE ORDER NUMBER

The ORDER number mentioned here must appear on all invoices and documents relating to any goods supplied under this Purchase Orders

3. GENERAL CONDITIONS

- (a) Acceptance of this Purchase Order shall be executed by signing the duplicate copy of this Purchase Order and sending promptly back to AGC Vinythai Public Company Limited.
- (b) By acceptance of this Purchase Order and/or performance hereunder, the Seller is deemed to accept all the provisions in these General Terms & Condition without reservation.
- (c) Amendments or waivers of the conditions of this Purchase Order shall be binding the Seller and AGC Vinythai Public Company Limited if such amendment and waivers are in writing and signed by an authorized officer of AGC Vinythai Public Company Limited.
- (d) The Seller agrees to hold in confidence and not to disclose to any person, for any reason or at any time any secret or confidential information relating to the process, products, machinery, apparatus or trade secret of AGC Vinythai Public Company Limited or any written confidential information given to the contractor by AGC Vinythai Public Company Limited or learned by any of the contractor's employee in the course of or as a result of the work performed hereunder. If requested by AGC Vinythai Public Company Limited., the Seller shall take all steps reasonably necessary to prevent its employees or ex-employees from revealing any such secret or confidential information.

4. INSPECTION AND WARRANTY

Ⓜ Unless otherwise specified, all Goods and Work supplied by Seller shall be subject to expediting, final inspection and acceptance by AGC Vinythai Public Company Limited, or his agents, at any time and any place, where manufacture is carried out or Work is performed. Seller shall furnish, at its own cost and expense, all reasonable facilities and assistance for the safe and convenient inspections required by AGC Vinythai Public Company Limited or his agents. The Seller warrants that all goods and/or services and/or work supplied by the Seller comply with the specifications, drawing samples or any other descriptions provided by AGC Vinythai Public Company Limited and that they are of goods material and workmanship and free of defects. Any goods not accepted by AGC Vinythai Public Company Limited will be returned to the Seller at the Seller expense for credit at the full price but without prejudice to any other rights of AGC Vinythai Public Company Limited as herein contained or as conferred by laws.

Ⓜ The Seller's warranty shall be effective for the period of time specified on the front of this Purchase Order but if not such period of time is specified, this warranty shall be effective for a period of at least (1) **one year** or as agreed after acceptance of goods and services and work supplied by the Seller.

5. ASSIGNMENTS

This Purchase Order and any payments to make hereunder shall not be assigned or transferred without the prior approval in writing of AGC Vinythai Public Company Limited. Also the Seller shall not sub-contract any substantial portion of work to be performed by it under this Purchase Order, without prior written agreement of AGC Vinythai Public Company Limited.

6. PRICES

Unless otherwise specified, the purchase price inserted on the face of the Purchase Order represents the total amount to be paid by AGC Vinythai Public Company Limited for the Seller's performance of the Purchase Order, including without limitation all fees, royalties, taxes, duties, levies, and other charges, including without limitation charges for packing, protection, transportation and insurance, AGC Vinythai Public Company Limited will not accept shipment or delivery at any increase in price above that indicated on this Purchase Order unless it has given their prior approval thereto in writing and prices on the Seller's invoice must comply with the prices on this Purchase Order or any subsequent alterations, if any, to which AGC Vinythai Public Company Limited has agreed in writing.

7. DELIVERY

The delivery dates indicated by AGC Vinythai Public Company Limited for the goods or services or work to be supplied under this Purchase Order shall be construed as being of the essence of the Purchase Order between the Seller and AGC Vinythai Public Company Limited, failure to meet the delivery date shall be construed as a breach of this Purchase Order by the Seller .The Seller will indemnify AGC Vinythai Public Company Limited against any loss or damage suffered by AGC Vinythai Public Company Limited consequent upon the Seller failing to supply on the delivery date. Without prejudice to any other right of AGC Vinythai Public Company Limited as contained herein, AGC Vinythai Public Company Limited has the right to terminate this Purchase Order and cancel all further supplies and deliveries in the event that the Seller fails to deliver goods, services or work within the time stated in the Purchase Order.

As soon as the extend of any delay due to the above cause has been fully substantiated by the Seller, AGC Vinythai Public Company Limited shall grant a fair and reasonable extension of time for performance of the Purchase Order.

8. PACKING AND TRANSPORTATION CHARGES

All Goods supplied by the Seller shall be suitably packed and protected against corrosion and other damage during transportation to and storage at Site. In any case the Seller shall strictly comply with any specific packing requirement specified in the Purchase Order.

No charge will be accepted by AGC Vinythai Public Company Limited for boxing, packing, crating or transportation unless designated on this Purchase Order.

9. CHANGES

AGC Vinythai Public Company Limited shall have the right to make changes to the Purchase Order. Any change shall be subject to all of the provisions of in the Purchase Order excepting only those which it specifically supersedes. If any change made by AGC Vinythai Public Company Limited affects the delivery schedule or the purchase price, the Seller shall immediately notify AGC Vinythai Public Company Limited in writing.

10. PAYMENTS

The term of payment are set forth on the face of the Purchase Order.

11. DELAYS IN DELIVERIES

In the event, The Seller fails to meet delivery date as defined in delivery schedule of Purchase Order, it shall be replaced by penalties as purchase order amount following :

- 0.5 % per day with a MAX of 10% for material and equipment.

- 1% per week with a MAX of 5% for critical document and Seller's data.

However, should the delay in delivery, not attributable to a case of Force Majeure, then AGC Vinythai Public Company Limited shall have the right to terminate the Purchase Order and request repayment of any amounts already paid to Seller in addition to the penalties.

Seller shall not be liable for delay in the delivery schedule due to circumstances beyond its control and occurring without its fault or negligence provided that Seller makes any such delay know to AGC Vinythai Public Company Limited in writing no later than three days after the delay commences.

Notwithstanding the foregoing, Seller shall use its best endeavors to minimize any delay in the performance of the Purchase Order, whatever may be the cause of such delay.

12. DISPUTE SETTLEMENT

Both parties shall use reasonable efforts to amicably resolve any dispute related to this purchase order, provide that is such efforts fail to result in an amicable settlement the following procedure shall govern. Any dispute or difference arising , which cannot be settle amicably shall be referred to arbitration. Each party shall bear its own cost and expense for proceeding and handing the arbitration

13. LIABILITIES

The Seller shall indemnify AGC Vinythai Public Company Limited against all losses and damage to AGC Vinythai Public Company Limited's property, properties of third parties and/or personal injury to or death of third parties including AGC Vinythai Public Company Limited, cause either by the negligent acts or omissions of the Seller , his Sub-vendors or agents or by the use by the Seller of Goods or Work that are fund to be deficient in design, material or workmanship or otherwise not in conformity with any of the provisions of the Purchase Order

The Seller agreed to fully indemnify and hold AGC Vinythai Public Company Limited against any and all claims made by the contractor's employee (s), including attorney's fee and all other related expense thereto. In the case that AGC Vinythai Public Company Limited is required by court's or any official's order to make any payment or to provide any fringe benefit and warfare to the Seller's employee(s), the Seller shall immediately compensate and reimburse AGC Vinythai Public

Company Limited upon receiving a notice of demand from AGC Vinythai Public Company Limited without delay.

The Seller shall pay its employees who are assigned to hire of work for AGC Vinythai Public Company Limited as require the Labour Relation Act, Compensation Fund Act, Labour Protection Act and other applicable laws and regulations during the whole of time that such persons are employed, and shall pay or make appropriate patrol deduction to cover any tax or contribution required by any applicable law.

The Seller and its employees shall strictly comply with all requirements of the Labour Relation Act, Compensation Fund Act, Labour Protection Act and other applicable laws and regulations during the term of this Purchase Order.

The Seller and its employees shall strictly comply with the safety laws and/or safety rules and regulations of AGC Vinythai Public Company Limited for the duration of unloading activities and/or any performances of its work.

AGC Vinythai Public Company Limited reserves its rights to claim or deny the entrance of the Seller's employee(s) breaches AGC Vinythai Public Company Limited's safety rules and/or other regulations.

14. MOTOR INSURANCE

For all vehicles under its responsibility (direct or indirect) and having access to the work, Seller and /or contractor shall insure against Third Party Liability to the extend required by applicable laws and regulations and shall continue such insurance during the performance of its work.

15. FORCE MAJEURE

"Force Majeure" means fire, explosion, accident, flood, Earthquake, tsunami, epidemic, Act of God, war, riot, any labour dispute, strike or lockout affecting other business operators to an equal extent, plant breakdown or any other cause (whether or not of the same nature as the foregoing) not reasonably foreseeable at the date of this Purchase Order and beyond the reasonable control of the Party affected. Any party that invokes a case of Force Majeure shall inform the other party in writing as soon as possible in any event within seventy-two (72) hours after the occurrence of the cause relied on, Both parties agree to endeavor to mutually and amicably seek an alternative course of action either in anticipation or after the Force Majeure.

16. EVENT OF DEFAULT

In the event that any party breaches any provision of this Purchase Order, the other party shall have its right to claim damages and terminate this Purchase Order.

17. GOVERNING LAW

This Purchase Order shall be governed by and construed in accordance with the laws of Kingdom of Thailand.

18. CONFIDENTIALITY

All communications between the parties and all information and other materials supplied to or received by a party in connection with the provision or performance of the Work which is confidential or which by its nature is intended to be for the knowledge of the recipient alone, and all information concerning the business transactions and the financial arrangements of the parties shall be kept confidential by the recipient unless or until the recipient can reasonably demonstrate that any such communication, information and material

- (i) is in the public domain through no fault of its own.
- (ii) was known to the receiving party prior to the disclosure by the disclosing party on a non-confidential basis from a source other than the disclosing party, provided that such source has the right to disclose such information and is not prohibited by a confidentiality agreement with or other contractual or legal obligation of non-disclosure to the disclosing party.
- (iii) was lawfully disclosed to the receiving party by a third party without restriction or violation of this Contract.
- (iv) was independently developed by the receiving party without the use of the confidential information
- (v) is required to be disclosed pursuant to governmental or judicial process.

In this case, and where possible, the receiving party must, give prompt notice to the disclosing party and the disclosing party shall have the option, at its own expense, to seek an appropriate protective or other order.

The obligations to keep information confidential by the Parties will survive the termination of this Contract for a period of five (5) years from the date of termination.

19. PERSONAL DATA PROTECTION

In the case where there is any collection, use or disclosure of any personal information under this Contract, the parties shall strictly comply with all applicable personal data protection laws, including without limitation, the Thai Personal Data Protection Act, relevant policies or regulations with regard to the collection, use and disclosure of personal information. In addition, the receiving party agrees to immediately notify the disclosing party within 24 hours upon the receiving party's discovery of any unauthorized or unlawful processing and accidental loss, destruction, damage, alteration or disclosure of personal data and further to provide the disclosing party with all necessary information related to such discovery. Further, the receiving party agrees to indemnify and hold harmless the disclosing party against any and all losses, damages,

finances, or penalties claimed by a third party as a result of the receiving party's non-compliance with applicable personal data protection laws.

20. OTHER CONDITIONS

This Purchase supersedes all prior to discussions and writing and constitutes the entire Agreement between the parties with respect to the subject matter hereof.

Grant of relaxation, extension of the time or abstention from exercising any of AGC Vinythai Public Company Limited's rights under this Purchase Order against the Seller is in no way deemed to have caused AGC Vinythai Public Company Limited to waive the rights it has against the Seller.

OTHER CONDITIONS Special Condition of GTC

Business Partner shall follow and comply with AVT policy for Drug, Alcohol and stolen as following

1. If AVT found that Business partner's employee or other individuals under their control take or use drugs or other substances, in this case the Business Partner shall pay a penalty of 5,000 Baht per case.

AVT reserves its rights to reject the Person who take or use drugs or other substances to work and/or deny to entrance in AVT's location.

2. If AVT found that Business partner's employee or other individuals under their control consumed alcohol with a limited greater than 0 mg in AVT's location, in this case the Business Partner shall pay penalty of 5,000 Bath per person

AVT reserves its rights to reject the Person who consumed alcohol to work and/or deny to entrance in AVT's location.

3. If the Business partner's employee or other individuals under their control have burglary case inside AVT's Location, the Business Partner shall pay a penalty of 5,000 Baht per case.

AVT reserves its rights to reject the Person who stolen to work and/or deny to entrance in AVT's location.

4. The total amount of penalties to be recovered from the Business Partner shall be automatically credit note from the invoice price in respect to purchase order and AVT shall inform the Business Partner the amount to be deducted.