

The below terms apply unless otherwise agreed to in writing by the Company (as defined below)

## 1. Definitions

In these terms and conditions:

**"Agreement"** means any contract between the Company and the Customer, including any purchase order approved and accepted by the Company, for supply of any goods or services from the Company to the Customer;

**"Company"** means ANCA Manufacturing Solutions (Thailand) Ltd;

**"Customer"** means an individual, company or private or public organization who receiving goods or services from the Company; and

**"Terms"** means this Standard Terms and Conditions of Sales.

## 2. General

This Terms is an integral part of the Agreement. If there is any conflict or inconsistency between this Terms and the Agreement, this Terms shall prevail. In this regard, an elaboration or amplification of a term shall not be construed as a conflict or an inconsistency.

This Terms, together with the Agreement, is the entire understanding between the parties concerning its subject matter and supersedes all prior agreements and understandings between the parties.

The Customer acknowledges that it has read and agrees to accept and be bound to the provision of this Terms upon the Company's receipt of any of its purchase order or the execution of any Agreement.

## 3. Quotations

Unless explicitly specified otherwise by the Company:

- a) Any quotation shall be valid for 30 days from the date of issue.
- b) The Company reserves the right to use its tolerance standard.
- c) Alternative materials will be stated in the quotation.
- d) Incoterms as per quotation: Standard Ex-work.
- e) Currency as per quotation: Standard THB (Thai Baht).

## 4. Prices

Prices contained in individual written quotations or proposals are for products only unless otherwise stated. Shipping, handling, duties, sales taxes, and other taxes are not included and are the responsibility of the Customer. Prices are Ex-works from the Company. The Company reserves the right to increase or adjust the product pricing if the raw materials pricing, minimum daily wages or labour cost in Thailand increases more than 5% and sustained for greater than three months. In such event, the Company will provide the Customer with at least seven days prior notice.

## 6. Foreign Exchange

All selling prices are in Thai Baht currency, however if there is a material FX which impact pricing and the fluctuation is more than 3%, the Company reserves the right to adjust the sales price as the Company deems appropriate. Adjustments will be made based on the Bank of Thailand rolling three months average. The Company reserves the right to adjust the price with seven days prior notice.

## 7. Terms of Payment

The payment of selling prices shall be made to the Company in Thai Baht currency. The terms of payment shall be based on the ordering value through a single Purchase order are subjected to the following conditions:

1. Less than or equal to 2 million Thai baht: 100% Payment in advance prior to commencing production
2. Greater than 2 million baht: 50% payment deposit with the remaining 50% due 30 days after issue of invoice.

If payment is overdue, the Company is entitled to add an interest rate of 5% of the total outstanding amount for each month the payment remains outstanding. The Customer shall pay the said interest on the first day of each month. Additionally, any further orders in the system or new purchase orders presented will not be completed or processed for production until all unpaid amount is fully paid.

## 8. Ordering

The Customer (at its sole discretion) may provide the Company with a rolling three month delivery forecast schedule on a monthly basis ("**Delivery Forecast Schedule**"). The Delivery Forecast Schedule shall list all required shipments for parts for the next two months. The first month's forecast shall be considered as a firm order. If the Customer wishes to change the firm first month forecast, the Customer must notify the Company of the change at least one month's notice prior to the effective date of such change. The Customer acknowledges and agrees that any change (either increasing or reducing) of the quantity of parts to be produced by the Company under the Delivery Forecast Schedule, quotation, purchase order or this Agreement must be notified the Company before the Company procured, bought or prepared relevant material for production of the products. Any short notice of the change of quantity of the products as stated in the above paragraph may incur the additional cost to the Customer. The Company shall sell, and the Customer shall purchase the products in the quantity corresponding with the firm order. The purchase order serves as an order document, ship authorization, receiving document, payment authorization based on the Delivery Forecast Schedule.

This Agreement constitutes purchase obligation of Customer for the products in the amounts and at the delivery times as set forth in the Company's quotations or proposals.

## 9. Title and Risk of Goods

The Customer hereby acknowledges that the title to and property in the goods/products supplied by the Company and the right to possession thereof shall not pass from the Company until all payments as herein set forth have been fully made by the Customer. The risk in relation to the goods/products supplied by the Company shall pass to the Customer upon delivery of the goods/products by the Company in accordance with the relevant Incoterm® or collection of the goods/products by the Customer.

## 10. Delivery

Goods will be ready for pick up or delivery on the date mutually agreed upon in writing between the Company and the Customer. We do not incur any liability with regard to consequences of any delay. In event of a strike, lock-out, import restrictions, other cases of force majeure, or obstacles taking place at our suppliers, or if other conditions beyond our control should occur, our time of delivery will be suspended for the duration of the obstacle in question. If the above obstacles to the execution of an order cannot be removed or can only be removed at disproportionate costs to the Company, the Company reserves the right to cancel the order. If the incoterms are not ex-work, any disproportionate cost increase in shipping must be paid for at the Customer's expense.

## 11. Insurance

The Company's liability for loss or damage to the goods covered by any order of the Customer is limited to the events which have occurred prior to the transfer goods out of the Company to the Customer's carrier. Any subsequent damage or loss of the goods is at the Customer's risk.

## 12. Warranty.

The Customer shall examine the goods immediately upon arrival. In the event of any deficiencies or non-compliance of the delivered goods/products, the Customer shall immediately notify the Company at the time of such examination. Deficiencies or non-compliances which are discovered or should have been discovered at that time, or which are subsequently discovered, shall immediately be invoked towards the Company. No action is permitted with respect to the product that is subject to the complaint without agreement from the Company. Under no circumstances shall the Customer be able to invoke deficiencies towards the Company later than one month after the product is delivered. For customers in Australia, we accept return of good to ANCA's Melbourne site for review by ANCA. The Customer shall be responsible for the packing standard required for shipping. The



Company will not be responsible for costs, expenses, damages, or any claims arising from the packing standard.

The period of the warranty for any goods/products supplied by the Company is one year from the delivery date. There shall be no additional warranty for any replaced or serviced parts after the said warranty period. This warranty is given on the condition that the goods/products is in all respects operated, handled, serviced, and maintained properly, in accordance with proper operating conditions. The Customer shall give the Company written notice of a defect without any delay after the defect has appeared. The notice shall contain a clear description of how the defect appears, provide supporting photos, part numbers and any other additional evidence requested by the Company. If the Customer fails to give notice to the Company within the warranty period above, the Customer shall have no right to make any claim in respect of the defect. Upon the receipt of any valid defect claim from the Customer during the warranty period, the Company, at its sole discretion, will repair or replace the defective products free of charge as it deems appropriate. The Company may also issue a credit note on the claim amount, which can be used for future orders placed only and after settling the warranty claim.

### 13. Limitation of Company's Liability

The Company makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the goods/products, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods.

Claims do not justify cancellations, compensation or proportional rebate or withholding payment for the goods.

The Company's liability, regardless of any errors attributable to the Company, shall be limited to the restoration of any defects in the product or replacement free of charge to the original destination (i.e., Customer's factory) and excludes all other warranties, express or implied arising by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. The Company is not responsible for any warranty claim or damage arising out or in connection with delivery or transportation after the original destination (i.e., Customer's factory). The Company's liability shall include only errors established to derive from delivery by the Company. The costs of establishing the error, any dismantling, freight forwarding, or reinstallation shall not come under the liability of the Company but shall lie with the Customer. The Company's liability shall not extend to any consequential loss, time loss, loss of profits or any indirect loss and the Customer hereby agrees to waive any such claim for indirect and consequential damages against the Company.

Please note that the Company's liability to remedy any defects, or send a replacement, excludes:

- a) Damage that has occurred during transportation undertaken by others;
- b) Corrosive damage if the material used has been supplied by the Customer or according to the Customer instructions unless we have expressly accepted a special anti-corrosive liability in connection with preconditioning of the materials in writing;
- c) Damage caused by wrongful applications;
- d) Damage caused by inappropriate treatment;
- e) Damage owing to abnormal operating conditions;
- f) Parts to which repair or replacement becomes necessary due to normal wear and tear;
- g) Parts which are exhaustible items, including but not limited to such items as wear pads, seals, or gaskets (consumable goods);
- h) Parts on which repairs, alterations or adjustments have been performed or begun by the Customer or any third party without the Company's prior consent;
- i) Parts which failures or damage are due to negligence other than that of the Company, accident, abuse, improper installation, improper operation, or abnormal conditions of temperature, moisture, or dirt; or
- j) Parts which have been damaged otherwise without the fault of the Company.

In the event of personal injury or damage to property of defective or incomplete products and/or services supplied (product liability), we shall

only be liable to the extent that such liability is prescribed by rules of law that cannot be contracted out of. The Company shall not be liable for damage to property intended for commercial use (commercial property damage). Our liability excludes operating loss, loss of time, loss of profit and other indirect losses. The Customer shall indemnify the Company, including, but not limited to, all legal fees, expenses, costs, incurred by the Company to the extent that the Company is held liable vis-a-vis a third party for any such damage or loss for which the Company is not liable pursuant to this Terms.

### 14. Termination

The Company may terminate the order immediately by written notice to the Customer if:

- i.) the Customer fails to pay any amount(s) due and payable to the Company based on previously agreed payment terms;
- ii.) the Customer fails to observe or perform any Terms on the part of the Customer to be observed or performed;
- iii.) the Customer commits a breach of any of its obligations under this Terms and fails to remedy said breach within 14 days of written notice by the Company to do so;
- iv.) the Customer reduces or changes the quantity of products under any purchase order, this Agreement or Delivery Forecast Schedule which such reduction or change would impact or incur the additional cost of production of the Company or the price of the products under the purchase order or this Agreement;
- v.) the Customer is in insolvent or in liquidation process whether compulsorily or voluntarily); or
- vi.) the Customer suffers execution proceedings commenced by any creditor.

The termination under this clause shall not prejudice any other right or remedy available to the Company.

Upon termination, the Customer shall pay to the Company:

- i.) All unpaid and outstanding amount and/or interests, if any, accrued as of the date of termination; and
- ii.) Any other expenses which may become due and payable to the Company under the Agreement.

### 15. Governing Law and Dispute Resolution

15.1 If the Customer is the person who holds Thai nationality or legal entity or organization which is incorporated under the laws of Thailand and has the registered office or business place in Thailand, this Terms shall be governed by the laws of Thailand. Any disputes arising out of or in connection with this Terms shall be settled by the Thai court.

15.2 If the Customer is a person who holds non-Thai nationality or legal entity or organization which is incorporated under foreign law and have no presence in Thailand, this Terms shall be governed by the laws of Victoria, Australia and the parties agree and submit to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them.

