

General Sales and Delivery Terms and Conditions of BlancTec Co.,Ltd. (as of September 2019)

1. Scope

Our deliveries and services exclusively take place under the following General Terms and Conditions, even if we do not refer to them in future with an ongoing business relationship. Our General Terms and Conditions are acknowledged by order placement or acceptance of the delivery. They also apply to all future business relationships, even if they are not explicitly agreed again.

2. Contract conclusion

- Our offers are subject to change. Drawings, illustrations, weights, quantities and other dimensions contained in or included with the offer are only comprised of approximate values. Deviations from measurements, weight and quality are admissible on the basis of the conventional commercial deviations or with non-standardised products, according to our applicable practice. Excesses and shortfall of the ordered quantity for each individual item in the delivery in the amount of up to 10% with regular versions and up to 20% with customised versions are admissible.
- Contracts between the purchaser and BlancTec as the seller are bindingly concluded with our written order confirmation. The order confirmation determines the content of the contract. Changes and amendments to the contract must be in written form in order to be valid.
- All offer documents (including possible calculation and cost estimates) provided to the purchaser shall remain our property. They may neither be duplicated nor passed on nor made accessible to third parties without our consent. Transfers of the purchaser's rights and duties to third parties require our written consent.

3. Delivery

- The delivery dates specified in the offers are deemed as being non-binding until they are bindingly agreed during the course of a validly accepted offer. A delivery period that is agreed in this way begins with receipt of the order confirmation by the purchaser, however, not prior to provision of the documents, approvals, releases, information and an arranged deposit payment by the purchaser, for implementation of the order.
- The delivery period shall be deemed as having been met, if by the end of the agreed delivery period, the purchaser is notified that the delivery has been shipped or is ready for handover.
- Delivery delays due to force majeure, strike, unforeseeable operational disruptions, delays in delivery by upstream suppliers, transport bottlenecks, raw material shortages, official measures and other circumstances for which we are not responsible shall provide grounds for appropriate changes to the delivery dates and periods.
- In the event of any delivery delay, the purchaser shall be entitled to refuse acceptance of the delayed delivery, after the expiration of an adequate grace period, which he shall set in writing, which must amount to be at least two weeks. Furthermore, the purchaser shall not be entitled to any claims against us in the aforementioned cases.
- In the event of service delay or impossibility of the delivery, any of the purchaser's claims to damages shall be limited to the provision in regard to the scope of BlancTec's liability for damages as defined under clause 6. e) – g) in this GTC.

4. Shipping and transfer of risk

- Insofar as nothing is agreed otherwise, shipping shall take place at the purchaser's expense.
- Insofar as nothing is agreed otherwise, the risk, including seizure in any – also with FOB and CIF - transaction shall transfer to the purchaser with the handover of the goods to the freight forwarder or freight carrier, however no later than upon leaving the factory or our warehouse. Transport insurance shall only be taken out at the explicit request of the purchaser and at his expense.
- We are entitled to freely choose the packaging or means of transport, as well as the type of shipping, to the exclusion of any liability, using the objectively most effective option, provided that the purchaser does not specify in good time prior to the end of the delivery period. The purchaser is bound to conditions of the shipping and insurance companies involved in the shipment.

5. Prices and payment terms

- All of the prices stated in our offers and confirmation letters are net prices plus the possibly applicable statutory value-added tax under Thai law.
- Costs for packaging, insurance, freight and other ancillary costs, which arise with export and import of the goods, such as an export bonus, export tax, customs duties and other levies or surcharges, shall be borne by the purchaser, provided that a different agreement has not been concluded in writing.
- The invoice amount is payable within 30 days of the invoice date without any deductions, provided that a different agreement has not been concluded in writing.
- The customer shall enter into default if he has not settled the invoice amount within the agreed period, without any deductions. The credit of the invoice amount on our account shall be relevant. From the start of default, BlancTec shall be entitled to charge interest of 8% above the relevant, valid base interest rate plus value-added tax. We reserve the right to claim a verifiable, higher interest loss. Furthermore, in the event of payment default, the costs associated with collecting the claim out-of-court and/or through the court shall be paid by the purchaser.
- In the event that the purchaser enters into default with the settlement of an invoice, BlancTec shall be entitled to demand immediate payment of all other existing claims against him, notwithstanding the previously agreed, different payment dates. In this case, we shall also be entitled to refuse to perform the service, withdraw from the contract or demand advance payments or security until all outstanding invoices are settled. This also applies, if we become aware of circumstances that are suitable for putting the purchaser's creditworthiness into question, such as with non-redemption of bills of exchange or cheques or other payment default.
- The purchaser can only assert a right of retention if it is based on the same contractual relationship. He is only entitled to setoff, if the counterclaim is acknowledged by BlancTec or has been legally established.

6. Warranty and liability for delivery defects

- After receipt, the purchaser shall inspect the goods thoroughly for completeness and immaculate condition; all identifiable defects within the context of this inspection, including incorrect deliveries or lower quantities, shall be reported to the seller immediately in writing, however, no later than within 7 days after the goods arrive. Defects that are not immediately identifiable shall be immediately reported in writing after their discovery, however, no later than within 3 days after their discovery. Defects that can also not be discovered within this time limit during a careful inspection shall be notified immediately after discovery, subject to carefully discontinuing any processing, however no later than 6 months after transfer of risk. In the event that the purchaser does not fulfil his complaint duty within these aforementioned time limits, his defect claims shall lapse. Warranty claims in relation to defective goods shall also be excluded if the purchaser sells the goods on or has processed them after he discovered the defect, or should have discovered it.
- BlancTec shall owe supplemental performance for defective deliveries, whereas BlancTec can decide whether the supplemental performance is fulfilled through improvement or new delivery. The purchaser is required to accept the supplemental performance. If the supplemental performance fails or is unreasonable, the purchaser shall have the option to withdraw from the contract. The supplemental performance shall be deemed as having failed after the second unsuccessful attempt. Supplemental performance shall particularly be deemed as unreasonable for us if it is only possible with disproportionate costs.
- The seller reserves the right to measurement deviations in accordance with the standard testing and evaluation methods applied for the product.
- Possible warranty claims by the customer expire 12 months after the delivery of BlancTec to the customer. BlancTec is only liable under the statutory provisions for claims for damages based on willful intent or gross negligence, limited to the foreseeable, typically resulting damage. This does not affect liability for culpably injuries to life, health or body; the same applies to liability under the product liability act. In addition, in the event of a claim for damages instead of performance in favor of the customer, liability is limited to the compensation only of a foreseeable, typically occurring damage.

- In the case of possible defects, the liability of BlancTec shall, at its own option, be exhaustively limited to rectification or replacement delivery, whereby such replacement delivery may not entail any disproportionately high costs to the detriment of BlancTec. Any further-reaching liability claims or claims for damages against BlancTec may only be asserted if the customer can demonstrate deliberate intent or gross negligence on the part of BlancTec, whereby the assertion of any such claims shall be limited to the respective period under the statutory limitation provisions. BlancTec reserves the right to assert claims for damages in the event that, in retrospect, the claim for the alleged defect was asserted without justification.
- No rights of recourse of the customer exist against BlancTec unless the customer has made an agreement with its end customer which goes beyond the statutory claims for defects; in such case, the above-mentioned provisions in regard to the scope of BlancTec's liability for damages shall apply.
- Labelling and descriptions of our goods takes place in accordance with standard commercial practice. BlancTec provides processing documentation, advice and recommendations according to the best of our knowledge. However, we do not assume any liability for the suitability of the goods for the purpose envisaged by the purchaser, as the different types of processing and the requirements for use are not foreseeable for us in detail.

7. Reservation of ownership

- BlancTec's deliveries shall remain our property (goods subject to reservation) until complete payment of all claims, particularly also current account balance claims that arise during the course of the business relationship. This also applies if payments are made on claims that are specified.
- Processing and handling shall take place on our behalf, to the exclusion of acquisition of ownership by the purchaser, without obligating us. The handled goods shall only serve as our security in the amount of the invoice value of the goods subject to reservation.
- In the case of processing with other goods by the purchaser, BlancTec shall be entitled to co-ownership of the new item – in the proportion of the value of the goods subject to reservation to the invoice value of the other goods used.
- If our ownership should lapse as a result of combining or mixing, the purchaser shall transfer the ownership rights to which he is already entitled to us with regard to the new product or goods, in the amount of the invoice value of the goods subject to reservation. He shall store it at no cost to BlancTec. The subsequently arising co-ownership rights shall be deemed as goods subject to reservation in accordance with clause 7.
- The purchaser shall only be permitted to sell our goods subject to reservation in the ordinary course of business and as long as he is not in default. The seller shall only be entitled and authorised to sell the goods subject to reservation under the condition that the purchase price claim from the onward sale is transferred to us. He is not entitled to dispose otherwise of the goods subject to reservation.
- The purchaser's claims from the onward sale of the goods subject to reservation are now already assigned to us, regardless of whether the goods subject to reservation are sold on without or after processing and whether they are sold on to one or several buyers. The assigned claims serve as security in the amount of the value or the relevant sold goods subject to reservation, as well as the relevant current account balance claim.
- If the goods subject to reservation are sold by the purchaser together with goods that do not belong to us, without or after processing, the assignment of the purchase price claim shall only apply in the amount of the value of the goods subject to reservation, which are the subject matter of this purchase contract with these goods or part of the purchased subject matter.
- If the goods subject to reservation are used by the purchaser to fulfil a contract for labour and contract for labour and materials, the claim from the contract for labour or contract for labour and materials shall be assigned to us in the same amount in advance, as determined for the purchase price claim.
- Retraction of the goods subject to reservation shall not be deemed as withdrawal from the contract. The latter shall only apply if we explicitly declare this in writing. BlancTec is obligated to set a grace period prior to retraction.
- In all of the aforementioned cases of extended reservation of ownership, BlancTec shall release proportional payments made/received for the claims assigned to us, as well as our ownership of our goods, in order to avoid inadmissible excess security.

8. Copyright

- All costs for drawings and tooling shall be borne by the purchaser.
- The purchaser shall only be liable for any breaches of patents, prototypes, designs and similar rights insofar as he has acted culpably.
- Proofs shall be examined by the purchaser for typographical and other errors and return to us, having been declared as ready for printing. Changes that are notified by telephone require a written confirmation.
- The manuscripts, originals, printed documents, print media, printed items, etc., which are third-party property, shall be stored at the purchaser's risk. The purchaser is responsible for concluding a relevant insurance policy.

9. Export

Observance and implementation of the relevant foreign trade regulations and other laws of the country to which delivery is intended, shall fall within the customer's responsibility. The customer must point out special features to BlancTec, which arise from these regulations. The customer shall be liable for any damages resulting from the breach of legal provisions. Notwithstanding this provision, the customer must obtain the possibly necessary import and export permits himself.

10. Data protection

We point out that the customer's personal data acquired within the context of the business relationship shall be handled by us in a confidential way.

11. Exclusion of liability

- The liability of BlancTec to reimburse indirect damage, in particular loss of profit, irrespective of the legal ground from which the liability is derived (default, impossibility, defective performance, tort, breach of ancillary contractual obligations, culpa in contrahendo - culpability in connection with the conclusion of a contract) is excluded
- The limitation of liability shall likewise apply where the Customer, instead of damages in lieu of performance, asserts a claim for reimbursement of expenditure incurred in vain. In all other respects, the liability of BlancTec is limited to cases of deliberate intent or gross negligence. All provisions agreed in these GTC concerning the liability of BlancTec likewise apply for BlancTec's representatives (staff, employees, vicarious agents etc.).

12. Place of performance, legal venue and applicable law, final provision

- The legal venue for all claims arising from the contractual relationships is at the registered office of our company.
- The contractual relationship is subject to the law of Thailand. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- If one of the aforementioned terms and conditions is invalid, this does not affect the validity of the remaining terms and conditions. The parties undertake to agree on a new clause to replace the relevant invalid provision, which comes closest to the intended purpose; this also applies to possible regulatory loopholes.