

# Hummel Co., Ltd.

34/102 Soi Viphavadi-Rangsit 47, Viphavadi-Rangsit Road  
Seekan, Donmuang, Bangkok 10210, Thailand

Phone: +66 (0)2 995 04 01 – Fax: +66 (0)2 995 04 02 – E-Mail: hcl@hummel.co.th

## STANDARD TERMS AND CONDITIONS

### 1. General

- 1.1 The following STANDARD TERMS AND CONDITIONS of sale shall apply to the EX Warehouse purchase of goods supplied by Hummel Co., Ltd., hereinafter referred to as the Company.
- 1.2 Any sale shall be made only upon and subject to these terms and conditions and any qualification or modification thereof shall be void and invalid unless approved in writing by an official representative of the Company.
- 1.3 The Buyer shall be deemed to agree with these terms and conditions in the event that no response to the contrary is received from the Buyer following the order placement within 24 hours after the issuance of the Order of Confirmation by the Company.
- 1.4 Product Details and Price Lists are subject to change without prior notice.

### 2. QUOTATIONS AND ORDERS

- 2.1 Quotations, catalogues, leaflets, pricelists, website and any other form of product- and price-information shall not be binding with the Company.
- 2.2 Each order by the Buyer is subject to the confirmation of the Company. The Company will advise the Buyer of its acceptance of an order by transmitting either a facsimile copy or an e-mail of their Order Confirmation Form to the Buyer. These 2 documents have a binding characteristic of a sales-contract only.
- 2.3 The Company reserves the right to require a 30% deposit at the time of order. For deposits, the Company shall issue an Invoice without VAT, including a Receipt for the deposit amount. No Tax Invoice will be issued at this time. The Tax Invoice will be issued at the time of payment with the total amount of VAT stated.

### 3. OWNERSHIP

- 3.1 Goods delivered by the Company are owned by the Company until all invoices associated with the said delivery are paid in full by the Buyer. With the hand-over of the goods, the risk of loss or damage is born by the Buyer.

### 4. DELIVERY

- 4.1 The Company will use its best endeavors to deliver the goods on time. The Company shall not be held liable for any loss or damage whatsoever suffered by the Buyer as a result of late delivery.
- 4.2 Delivery expenses within the Bangkok Metropolitan Area are paid for by the Company for any order greater than THB 10'000.--. For smaller orders and deliveries outside Bangkok Metropolitan Area, the delivery expenses shall be charged at cost.
- 4.3 The Company shall notify the Buyer that the ordered goods are available for immediate delivery either by phone, e-mail or facsimile transmission. The Buyer must confirm the date and time of delivery.
- 4.4 Unless otherwise advised by the Buyer at the time of order, the Delivery Invoice shows the address to which the goods will be delivered and the place of receipt of payment for the goods.
- 4.5 The Buyer will be required to sign the Company's Delivery Invoice at the time and place of delivery, to acknowledge that the goods have been received.
- 4.6 In the event that the Buyer cannot accept the goods one week following the Company's notice of delivery (per 4.3 above), the Company reserves the right to charge a storage fee at a rate of 1% per week thereafter.

### 5. PAYMENT

- 5.1 Where COD (Cash on delivery) is agreed, payment is required at the time of delivery of the goods to the Buyer. Failure to do so will cause the goods not to be handed over and to be returned to the Company. In the event that the Buyer subsequently wishes the goods, the Company reserves the right to charge the extra delivery costs incurred by the Company for the second delivery.
- 5.2 Credit terms given by the Company shall be stated in the Company's Order Confirmation Form.
- 5.3 The Company shall confirm receipt of payment by issuing the original Cheque/Cash Receipt Voucher included in the Tax Invoice dated with the day of payment. The Tax Invoice shows the Buyer's registered company name and address according to the Buyers's Purchase Order Form.
- 5.4 The Company reserves the right to charge the Buyer for loss of interest at a rate of 1.5% per month as a result of delay in payment for the balance due.

### 6. DOCUMENTATION

- 6.1 The Company shall provide the Buyer only with the documentation required by the Law of Thailand confirming the delivery of goods and receipt of payment for the same.
  - a) Copy of the delivery Invoice (per 4.5 above).
  - b) Original Tax Invoice/Invoice (Cheque/Cash Receipt Voucher is included in the Tax Invoice/Invoice).
- 6.2 Additional copies of order-related paperworks can be provided to the Buyer, but these must be specified in the Company's Order Confirmation Form, for which a minimum charge of THB 1'000 will be levied.

### 7. COMPANY REGISTRATION AND VAT

- 7.1 Hummel Company Limited is a Thai registered Company – registration No.0105536097538 (formerly (1) 1900/2536). The Company is registered for Value Added Tax (VAT). The VAT registration number is 3 01 1 32059 4.