

GENERAL SALES, DELIVERY AND PAYMENT TERMS AND CONDITIONS

G-U (THAILAND) LIMITED | บริษัท จี-ยู(ไทยแลนด์) จำกัด

VERSION JUNE 2026

These General Sales, Delivery and Payment Terms and Conditions (the "Conditions") govern the business-to-business supply of Goods and Services by G-U (THAILAND) LIMITED. They shall be read together with the applicable Quotation and Order Confirmation.

1. DEFINITIONS

- (a) "Seller" means G-U (THAILAND) LIMITED / บริษัท จี-ยู(ไทยแลนด์) จำกัด.
- (b) "Buyer" means the person, company, partnership, government body or other legal entity purchasing or requesting Goods or Services from the Seller in the course of business.
- (c) "Goods" means all products, equipment, components, spare parts, accessories, embedded software, manuals, drawings and other items supplied or to be supplied by the Seller.
- (d) "Services" means installation, commissioning, inspection, maintenance, repair, technical support, training, design assistance and any other services described in the Contract.
- (e) "Quotation" means the Seller's written quotation, proposal or tender submission. "Order" means the Buyer's request to purchase Goods or Services. "Order Confirmation" means the Seller's written acceptance of an Order.
- (f) "Contract" means the binding agreement comprising, in descending order of priority, any signed agreement or special conditions, the Order Confirmation, the Quotation and its schedules, agreed technical specifications and drawings, these Conditions, and those parts of the Buyer's Order expressly accepted by the Seller.
- (g) "Site" means the place at which Goods are delivered or Services are performed. "Working Day" means a day other than Saturday, Sunday or an official public holiday in Thailand.
- (h) "Force Majeure Event" has the meaning given in Clause 16.

2. APPLICATION, CONTRACT FORMATION AND PRIORITY

- (a) These Conditions apply to all quotations, sales, deliveries and Services by the Seller unless the Seller expressly agrees otherwise in writing. The Buyer acknowledges that the Conditions are intended for business customers and not for purchases made primarily for personal, family or household use.
- (b) An Order constitutes an offer by the Buyer. A Contract is formed only when the Seller issues an Order Confirmation, signs a written agreement, or begins performance in circumstances clearly showing acceptance. An automated acknowledgement of receipt is not an acceptance.
- (c) Any additional, inconsistent or conflicting terms contained in the Buyer's purchase order, tender conditions, site rules or other documents are rejected unless expressly accepted in writing by an authorised representative of the Seller.
- (d) If Contract documents conflict, the order of priority stated in the definition of Contract applies. A Buyer document has effect only for product, quantity, delivery, Site and billing details expressly accepted by the Seller.

- (e) No amendment, waiver or variation is binding unless recorded in writing and approved by authorised representatives of both parties. Electronic records, approvals and signatures may be used to the extent permitted by the Electronic Transactions Act B.E. 2544 (2001), as amended, and other applicable Thai law.
- (f) Any mandatory right, remedy or liability under Thai law that cannot lawfully be excluded or limited remains unaffected. If mandatory consumer law applies to a particular transaction, the conflicting provisions of these Conditions shall not apply to that extent and the Seller may require a separate consumer form.

3. QUOTATIONS

- (a) Unless otherwise stated, a Quotation is valid for thirty (30) days from its date. The Seller may withdraw, cancel or amend a Quotation before acceptance by written notice.
- (b) A Quotation is based on the information available when issued and is subject to satisfactory credit approval, product availability, technical verification, Site conditions, regulatory requirements and confirmation of quantities and specifications.
- (c) Catalogues, drawings, samples, photographs, dimensions, weights, colours, finishes, performance data and other descriptions are approximate guides unless expressly stated to be contractually binding. The Seller may make reasonable technical or manufacturing changes that do not materially reduce the agreed function or performance.
- (d) Any advice, selection assistance or recommendation by the Seller is based on information supplied by the Buyer. Unless the Contract expressly states otherwise, the Buyer remains responsible for verifying suitability for the intended application, building system, environment, interface and applicable laws, codes, standards and approvals.

4. PRICES, VAT, WITHHOLDING TAX AND ADJUSTMENTS

- (a) The price is the price stated in the Order Confirmation or, if none, the Quotation. Unless expressly stated otherwise, prices exclude value added tax, delivery, unloading, storage, permits, access equipment, night work, third-party testing, builder's work, network or electrical work, and other project-specific costs.
- (b) VAT shall be added at the rate prescribed by Thai law. If the Buyer is legally required to deduct withholding tax, the Buyer may deduct only the amount required by law and shall provide the Seller with a valid official withholding-tax certificate promptly and within the period prescribed by law.
- (c) After formation of the Contract, the agreed price shall remain fixed except for: (i) a variation, postponement, inaccurate information, change in quantity or specification, or other act or omission attributable to the Buyer; (ii) a change in tax, duty, law, regulation or mandatory standard taking effect after the date of the Quotation; or (iii) an extraordinary and demonstrable increase after the date of the Quotation in exchange rates, freight, insurance, energy, labour, materials or supplier charges, but only where the applicable

adjustment basis or calculation method is expressly stated in the Quotation or Order Confirmation. Any adjustment under item (iii) must be supported by verifiable external data, such as official exchange rates, customs or tariff changes, published freight or commodity indices, or genuine manufacturer or supplier price evidence where reasonably available, and shall not be based solely on the Seller's internal overhead allocation or discretionary margin decision.

- (d) Any price adjustment shall be reasonable, supported by relevant evidence, limited to the affected unperformed portion of the Contract, and shall not include duplicate recovery or an unrelated increase in the Seller's margin. The Seller shall give written notice as soon as reasonably practicable. Additional work, repeat attendance, acceleration, out-of-hours work, abortive visits, revised drawings, reprogramming, testing, opening-up, making good, and work caused by inaccurate information, third-party systems or unexpected Site conditions are chargeable at the agreed rates or, if none, the Seller's reasonable then-current rates, with prior notice where practicable.
- (e) If a price adjustment not attributable to the Buyer increases the price of the affected unperformed portion by more than ten per cent (10%) or otherwise materially changes the commercial basis of that portion, the Buyer may, within ten (10) Working Days after receiving notice, cancel only that affected unperformed portion. The Buyer remains liable for Goods delivered, Services performed, custom Goods and documented non-cancellable commitments reasonably incurred before cancellation, less avoided costs, resale value and other amounts reasonably recoverable by the Seller.

5. BUYER INFORMATION, SPECIFICATIONS AND APPROVALS

- (a) The Buyer is responsible for the accuracy, completeness and timely supply of all measurements, drawings, schedules, quantities, specifications, colours, finishes, keying, programming, interface details, access information and instructions supplied by or on behalf of the Buyer.
- (b) The Buyer shall obtain all permits, approvals, licences, building consents and third-party permissions required for the project unless the Contract expressly states that the Seller will obtain a specified approval.
- (c) Goods made, configured, cut, coated, keyed, programmed or specially procured to the Buyer's specification are custom Goods and are not cancellable or returnable except with the Seller's prior written consent.
- (d) The Buyer shall indemnify the Seller against third-party claims, losses and reasonable costs arising from the Seller's compliance with Buyer-provided designs, specifications or instructions, including intellectual-property claims, except to the extent caused by the Seller's breach, fraud, wilful misconduct or gross negligence.

6. ORDERS, VARIATIONS, CANCELLATION AND RETURNS

- (a) A Buyer-requested change is effective only when accepted by the Seller in writing. The Seller may adjust price, delivery, programme, technical solution, warranty implications and other terms to reflect the change.
- (b) The Buyer may not cancel a Contract without the Seller's prior written consent. As a condition of consent, the Buyer shall pay the Seller's documented net loss directly arising from the cancellation, including completed work, work in progress, custom Goods, non-cancellable supplier commitments, reasonable demobilisation and restocking costs.

The Seller shall take reasonable steps to mitigate its loss and shall deduct avoided costs, returned or reusable materials, resale value, insurance recoveries and other amounts reasonably recovered.

- (c) Returns of standard Goods require prior written authorisation, must be unused, uninstalled and in original saleable packaging, and may be subject to inspection, transport and reasonable restocking charges. Custom Goods, specially procured Goods, opened sealed products, and electrical or electronic items that have been installed, connected or energised are not returnable unless defective.
- (d) No oral instruction issued at the Site changes the Contract unless confirmed in writing by an authorised representative of the Seller. The Seller is not responsible for delay or cost resulting from an unconfirmed instruction.

7. DELIVERY

- (a) Delivery dates are estimates unless a specific date is expressly stated in writing to be fixed or critical. Time is not of the essence unless the Contract expressly identifies a particular date or milestone as critical. The Seller shall use commercially reasonable efforts to meet agreed dates.
- (b) The Seller is not liable for delay to the extent caused by a Force Majeure Event, the Buyer, other contractors, customs or regulatory action, incomplete information, materially different Site conditions, or another circumstance beyond the Seller's reasonable control. Delay by a carrier or supplier is covered only to the extent it was beyond the Seller's reasonable control despite reasonable procurement, supervision and mitigation measures.
- (c) The Seller may make partial deliveries and invoice each delivery separately. Delay in one delivery does not entitle the Buyer to reject or cancel other deliveries.
- (d) Delivery occurs when the Goods are unloaded at the agreed delivery point, collected by the Buyer, handed to the first carrier where collection or ex-works delivery is agreed, or made available for collection and the Buyer has been notified, as applicable.
- (e) Unless expressly included, the Buyer is responsible for unloading, lifting, internal movement, protection and secure storage of Goods at the Site.
- (f) The Buyer shall inspect packages on delivery and notify the Seller in writing of visible loss, shortage or transit damage within three (3) Working Days, supported by photographs and delivery documents. This notice period does not affect any right that cannot lawfully be excluded.
- (g) The Seller shall promptly notify the Buyer of a material delay, its expected effect and the mitigation measures being taken. If delivery of a substantial affected portion is delayed for more than sixty (60) days beyond the agreed delivery date for reasons not attributable to the Buyer and not constituting a Force Majeure Event, the Buyer may terminate that affected undelivered portion by written notice. The Seller shall refund amounts paid for that terminated portion, less any properly due amount for custom Goods or documented non-cancellable commitments that can reasonably be used only for the Buyer.

8. POSTPONEMENT, STORAGE AND FAILURE TO TAKE DELIVERY

- (a) If the Buyer postpones delivery, fails to take delivery, or the Site is not ready, the Seller may invoice the Goods when ready, place them in storage at the Buyer's risk and charge reasonable storage, handling, insurance, transport and financing costs.

- (b) The Seller may revise the delivery and installation programme and recover reasonable costs caused by postponement, including remobilisation, repeat transport, labour standby and supplier cancellation or rescheduling charges.
- (c) If standard Goods remain uncollected for more than ninety (90) days after written notice, the Seller may, after further written notice and to the extent permitted by Thai law, resell or otherwise dispose of them in a commercially reasonable manner. The Seller shall provide a reasonable account, credit the net proceeds against amounts lawfully due, and pay any surplus to the Buyer after deducting reasonable storage, handling, sale and disposal costs. Custom Goods remain payable in full, subject to the Seller's duty to mitigate where reasonably possible.
- (d) Storage by the Seller does not make the Seller an insurer of the Goods. The Seller remains responsible for loss or damage caused by its fraud, wilful misconduct or gross negligence.

9. TERMS OF PAYMENT AND CREDIT

- (a) Payment is due in accordance with the Quotation or Order Confirmation. If no payment period is stated, payment is due within thirty (30) days from the invoice date. Payment shall be made to the account designated by the Seller and is effective only when the full amount is finally and unconditionally credited to that account and available for the Seller's use. Delivery of a cheque, post-dated cheque, bill, transfer instruction, payment confirmation or other payment instrument does not constitute payment unless and until it is honoured and collected in full, unless the Seller expressly agrees otherwise in writing.
- (b) No retention applies unless expressly agreed in writing. The Buyer may withhold, deduct or set off an amount only where required by law, agreed in writing, finally determined by a competent court, or reasonably and proportionately disputed in good faith and directly related to the relevant invoice. The Buyer shall give prompt written details of the dispute and pay the undisputed balance when due. Payment is not conditional upon the Buyer receiving payment from any owner, main contractor or other third party.
- (c) The Seller may require a deposit, advance payment, milestone payment, bank guarantee, letter of credit, parent-company guarantee, cash on delivery or other reasonable security, particularly for custom Goods, high-value Goods or Goods intended to be incorporated into a building or other property. Any credit facility is discretionary and may be reduced, suspended or withdrawn where the Seller reasonably considers the Buyer's creditworthiness, financial position or payment record unsatisfactory.
- (d) If an undisputed principal amount is overdue, the Seller may charge default interest at twelve per cent (12%) per annum or the maximum lawful and enforceable rate, whichever is lower, calculated from the due date until actual payment. Default interest applies only to principal amounts that are due and unpaid, shall not be compounded, and may be reduced to the extent required by mandatory Thai law or a competent court.
- (e) The Buyer shall reimburse reasonable and necessary debt-recovery, collection, external legal and administrative costs actually incurred by the Seller in recovering an overdue undisputed amount, to the extent contractually recoverable and permitted or awarded under Thai law. This provision does not require a court to award legal fees or costs beyond the amounts permitted under applicable procedural law.

- (f) The Seller may allocate payments to any outstanding invoice, interest or charge. A dispute concerning part of an invoice does not excuse payment of the undisputed balance.
- (g) Invoices and tax invoices may be issued electronically to the extent permitted by law. The Buyer shall promptly notify the Seller of any legally required invoicing information or change of billing address.

10. RISK AND RESERVATION OF OWNERSHIP

- (a) Risk of loss or damage passes to the Buyer on delivery under Clause 7. From that time, the Buyer shall protect the Goods and maintain adequate insurance for their full replacement value.
- (b) Subject to mandatory Thai law, ownership of the Goods shall not pass to the Buyer until the Seller has received payment in accordance with Clause 9(a) of the full price of those Goods and all VAT and charges directly relating to them.
- (c) Until ownership passes, the Buyer shall, where reasonably practicable, keep the Goods identifiable, properly stored, protected, insured and free from any pledge, charge or other encumbrance. The Buyer may resell standard Goods only in the ordinary course of business and subject to applicable law.
- (d) If payment is overdue or the Contract is terminated, the Seller may require the Buyer to return unpaid Goods that remain identifiable and have not been permanently incorporated into other property. Any inspection, access, recovery or repossession shall occur only with the Buyer's consent or through lawful process, including a court order where required.
- (e) Where Goods have been permanently incorporated, mixed, transformed or attached to a building or other property, the Seller's ownership rights are subject to applicable Thai property, insolvency and enforcement law. The passing or loss of ownership rights does not affect the Buyer's obligation to pay.
- (f) Reservation of ownership does not affect the passing of risk or the Seller's other contractual remedies. The Buyer acknowledges that ownership rights or physical recovery may become unavailable when Goods are permanently incorporated into, or become a component part of, a building or other property. The Seller may therefore require agreed deposits, milestone payments or other security before procurement, delivery or installation. Incorporation of the Goods does not discharge or reduce the Buyer's payment obligations.

11. SITE PREPARATION, ACCESS AND SAFETY

- (a) The Buyer shall give at least ten (10) Working Days' written notice that the Site is ready, subject to the Seller's existing commitments and the agreed programme.
- (b) The Buyer shall provide safe and unobstructed access, working space, completed and dimensionally correct openings, secure storage, suitable power, lighting, network or signal interfaces, welfare facilities, parking, permits, inductions and all lifting equipment, scaffolding or access platforms not expressly included in the Contract.
- (c) The Buyer is responsible for Site safety coordination, structural adequacy of walls, frames, floors and supports, and identifying concealed services, hazardous materials and special Site risks. The Seller may stop or refuse work where conditions are unsafe, unlawful or materially different from the agreed conditions.
- (d) Abortive visits, waiting time, standby and delay caused by the Buyer, other contractors, incomplete works, unavailable access, unsuitable conditions or missing interfaces are chargeable.

- (e) The Buyer shall protect the Seller's tools, equipment and materials at the Site and reimburse loss or damage caused by inadequate Site security, except to the extent caused by the Seller.

12. INSTALLATION, TESTING, COMMISSIONING AND HANDOVER

- (a) The Seller may use suitably qualified employees or subcontractors. Unless otherwise agreed, work will be performed during normal business hours in accordance with the Seller's reasonable method statements and Site rules notified in advance.
- (b) The Buyer shall coordinate other trades and ensure that power supplies, fire-alarm signals, access-control systems, building-management systems, network connections, finishes and surrounding works are available, tested and suitable at the required time.
- (c) The Buyer shall nominate an authorised representative to attend testing and handover. If that representative does not attend after reasonable notice, the Seller's test records, photographs and completion report are prima facie evidence of the work performed, without excluding proof to the contrary.
- (d) Minor defects, omissions or incomplete items that do not materially prevent safe and beneficial use do not justify rejection of the whole works. The Buyer may withhold only a reasonable and proportionate amount representing the estimated cost of remedying valid outstanding items and shall pay the remaining undisputed amount when due. The Seller shall remedy valid punch-list items within a reasonable period.
- (e) Beneficial use, operation by the Buyer or opening the relevant area to users may be treated as evidence of handover, but does not waive latent-defect rights or any mandatory right under Thai law.
- (f) Unless otherwise agreed, removal, disposal and making good of existing equipment, finishes or structures are excluded from the Seller's scope.

13. INSPECTION, ACCEPTANCE AND DEFECT NOTIFICATION

- (a) The Buyer shall inspect Goods and Services promptly. Goods and Services are deemed accepted, only as regards material non-conformities reasonably discoverable on ordinary inspection, if the Buyer does not give a specific written rejection notice within seven (7) Working Days after delivery or completion.
- (b) A rejection notice must identify the Contract, the affected Goods or Services, and the alleged non-conformity in reasonable detail, supported by photographs, test records or other available evidence. The Buyer shall give the Seller a reasonable opportunity to inspect and remedy.
- (c) The deemed-acceptance rule does not apply to latent or concealed defects, defects not reasonably discoverable during the inspection period, fraudulent concealment, or rights that cannot be waived under mandatory law.
- (d) A latent or concealed defect must be notified promptly after discovery. To obtain the contractual warranty remedies in Clause 14, the Buyer must give notice within the applicable warranty period. This contractual notice requirement does not shorten any prescription period or any right that cannot lawfully be excluded under Thai law. Continued use after discovery of a safety-related defect is at the Buyer's risk unless necessary to prevent greater harm.

14. WARRANTY

- (a) The warranty period and any project-specific warranty are stated in the Quotation or Order Confirmation. If no period is stated, the Seller warrants for twelve (12) months from delivery of the Goods or completion of the relevant Services that Goods manufactured by the Seller and Services performed by the Seller will be free from material defects in workmanship under normal and intended use. This contractual warranty does not shorten any statutory limitation period or any mandatory right or remedy under Thai law.
- (b) For a valid warranty claim, the Seller may, at its option and subject to applicable law, repair or replace the defective Goods, reperform the defective Services, or issue a credit for the reasonable value of the affected item. These remedies do not exclude any mandatory remedy under Thai law.
- (c) Warranty does not cover a defect or failure to the extent caused by normal wear, consumables, batteries, glass, cosmetic variation, exposure of finishes to aggressive or coastal environments, misuse, vandalism, accident, abnormal loads, water ingress, unstable or unsuitable power, lightning, third-party systems, unauthorised alteration, installation or repair by others, failure to follow instructions, or inadequate maintenance.
- (d) The Buyer shall provide safe access. Unless the defect is caused by the Seller, the Buyer shall bear the cost of scaffolding, lifting equipment, opening-up, making good, out-of-hours access, transport outside the agreed service area, and attendance where no covered defect is found.
- (e) For third-party products, the Seller shall, to the extent legally and contractually permitted, pass through the benefit of the original manufacturer's warranty. This does not exclude the Seller's responsibility to deliver Goods conforming to the Contract at the time of delivery or any non-excludable right of the Buyer.
- (f) Repaired or replacement items are warranted for the unexpired portion of the original warranty unless otherwise stated. The Seller may suspend non-urgent warranty attendance relating to the same Contract or equipment while an undisputed amount under that Contract remains overdue, after reasonable written notice. The Seller shall not suspend work reasonably required to address an immediate safety risk, and suspension does not extinguish a valid warranty right.
- (g) A warranty claim must be notified in writing with the product identification, Site, date of discovery, symptoms and available supporting evidence. The Buyer shall take reasonable steps to prevent further damage.

15. MAINTENANCE AND SERVICE WORK

- (a) Maintenance and service obligations are limited to the equipment, scope, frequency, service hours and response classification stated in the Contract. Response times are targets unless expressly identified as binding service levels.
- (b) Unless expressly included, maintenance charges exclude spare parts, consumables, specialist access equipment, builder's work, third-party system work, statutory inspection fees and repairs caused by misuse, external damage, power issues or non-covered faults.
- (c) The Buyer shall keep service records, follow operating instructions and provide timely access to equipment. A call-out may be charged where no covered fault is found, access is unavailable, the equipment has been altered by others, or the fault is outside the agreed scope.

- (d) Remote support, software updates, access credentials and connectivity are included only where expressly stated. The Buyer is responsible for maintaining compatible networks, cybersecurity controls and lawful authority for remote access.
- (e) A maintenance agreement renews or extends only if the Contract expressly provides for renewal. Price revisions on renewal may reflect labour, transport, spare-parts and statutory cost changes.

16. FORCE MAJEURE

- (a) A "Force Majeure Event" means an event beyond the affected party's reasonable control, including natural disaster, earthquake, fire, flood, epidemic or pandemic, war, terrorism, civil disorder, industrial dispute, government action, sanctions, import or export restriction, customs delay, transport disruption, port congestion, cyber incident, interruption of utilities, or shortage of labour or materials caused by such an event.
- (b) The affected party shall notify the other party within a reasonable time and use reasonable efforts to mitigate the effect. Obligations affected by the event are suspended for its duration and relevant dates are extended accordingly.
- (c) A Force Majeure Event does not excuse payment for Goods already delivered or Services already performed. The parties shall discuss reasonable adjustments where the event materially changes cost, method or timing.
- (d) If a Force Majeure Event prevents a substantial part of performance for more than one hundred and eighty (180) consecutive days, either party may terminate the affected unperformed part by written notice. The Buyer remains liable for delivered Goods, performed Services, custom Goods and reasonable committed costs incurred before termination.

17. SUSPENSION, TERMINATION AND INSOLVENCY

- (a) The Seller may suspend performance, withhold delivery or terminate all or part of a Contract if the Buyer fails to pay an undisputed amount when due; commits a material breach and does not remedy it within a reasonable period after notice; becomes insolvent; enters rehabilitation, liquidation or bankruptcy proceedings; ceases business; has material assets seized; or if continued performance may breach law, sanctions or export controls.
- (b) Where urgent action is reasonably required to protect safety, property, legal compliance or the Seller's ability to recover payment, the Seller may suspend immediately and notify the Buyer as soon as reasonably practicable.
- (c) On suspension or termination, amounts properly due for delivered Goods, completed work, reasonable work in progress, custom Goods, documented non-cancellable commitments, storage and reasonable termination costs become due, subject to Thai law. The calculation shall deduct avoided costs, reusable or resalable materials, insurance recoveries and other amounts reasonably mitigated or recovered.
- (d) Termination does not affect accrued rights or provisions intended to survive, including payment, ownership, confidentiality, intellectual property, liability, data protection and dispute provisions.
- (e) The Buyer may terminate the affected part of the Contract if the Seller commits a material breach and fails to remedy it within a reasonable period stated in a written notice, which shall ordinarily be not less than fifteen (15) Working Days; becomes insolvent or permanently ceases

the relevant business; or fails to resume a material suspended obligation within a reasonable period, except where the suspension is permitted by the Contract or applicable law.

- (f) Following termination by the Buyer for the Seller's breach, the Seller shall refund amounts paid for Goods not delivered and Services not performed, after deducting amounts properly due for conforming Goods delivered, Services performed and documented commitments that the Buyer elects to take over or that can reasonably be used only for the Buyer. The Buyer's other mandatory rights and remedies under Thai law remain unaffected.

18. LIABILITY AND INDEMNITIES

- (a) Nothing in these Conditions excludes or limits liability for: (i) fraud, wilful misconduct or gross negligence; (ii) death, personal injury or damage to health to the extent liability cannot lawfully be excluded or limited; (iii) liability arising from an unsafe product to the extent it cannot lawfully be excluded or limited; (iv) the Seller's obligation to refund amounts paid for Goods or Services not supplied; or (v) any other liability that Thai law does not permit the parties to exclude or limit.
- (b) Subject to Clause 18(a) and to the fullest extent permitted by Thai law, the Seller's total aggregate liability arising out of an affected Contract, whether in contract, tort, statute or otherwise, shall not exceed the total price paid or payable under that affected Contract.
- (c) The limitation in Clause 18(b) does not apply to the Buyer's payment obligations, an intellectual-property indemnity expressly assumed by the Seller, or a breach of confidentiality or personal-data obligations caused by the Seller's fraud, wilful misconduct or gross negligence.
- (d) Subject to Clause 18(a), neither party is liable for indirect, consequential, exemplary or special loss, or for loss of profit, revenue, production, opportunity, anticipated savings, goodwill, contracts, data or business interruption, except to the extent such loss forms part of a third-party claim covered by an express indemnity. This exclusion does not prevent recovery of reasonable direct costs of repair, replacement, re-performance, protection of property or making premises safe, where otherwise recoverable under the Contract or applicable law.
- (e) The Seller is not liable for delay, incompatibility, malfunction or failure caused by Buyer-provided information, other contractors, third-party systems, Site conditions, unauthorised modifications, inadequate maintenance, or use outside agreed specifications.
- (f) The Buyer shall indemnify the Seller against third-party claims and reasonable losses arising from an unsafe Site, Buyer specifications, misuse of Goods, breach of law by the Buyer, or damage caused by the Buyer or its contractors, except to the extent caused by the Seller's breach, fraud, wilful misconduct or gross negligence.
- (g) Each party shall take reasonable steps to mitigate any loss for which it seeks recovery.

19. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- (a) All intellectual property in the Seller's products, software, drawings, calculations, quotations, manuals, methods, tools and documents remains owned by the Seller or its licensors. The Buyer receives a non-exclusive, non-transferable licence to use supplied documents and embedded software only for installation, operation and maintenance of the Goods for the relevant project.

- (b) The Buyer shall not copy, disclose, reverse engineer, decompile, modify or use Seller materials to manufacture or procure competing products, except to the extent permitted by mandatory law or the Seller's written consent.
- (c) Each party shall keep confidential the other party's non-public commercial and technical information and use it only for the Contract. This duty does not apply to information lawfully public, already known without restriction, independently developed, lawfully received from a third party, or required to be disclosed by law or a competent authority.
- (d) Where disclosure is legally required, the receiving party shall, where lawful and practicable, give advance notice and disclose only the minimum required.
- (e) The confidentiality obligations continue for five (5) years after completion or termination, except that trade secrets remain protected for so long as they remain trade secrets under applicable law.

20. PERSONAL DATA PROTECTION

- (a) Each party shall comply with the Personal Data Protection Act B.E. 2562 (2019), its applicable subordinate regulations and other applicable Thai data-protection requirements.
- (b) Unless otherwise agreed, each party acts as an independent data controller for business-contact, project, service, payment and compliance information it processes for Contract formation, administration, delivery, support, credit control, legal compliance and legitimate business operations.
- (c) Each party shall process personal data only where it has a lawful basis, provide required privacy notices, limit processing to what is necessary, maintain appropriate technical and organisational security measures, and retain personal data only for as long as necessary or required by law.
- (d) The Seller may disclose personal data to G-U group companies, professional advisers, logistics providers, IT and service providers, and competent authorities where necessary and lawful. Cross-border transfers shall be made only in accordance with applicable Thai law and with required safeguards.
- (e) If the Seller processes personal data on behalf of the Buyer beyond incidental business-contact processing, the parties shall enter into an appropriate data-processing agreement. Pending that agreement, the Seller shall follow lawful documented instructions, ensure confidentiality, apply appropriate security, flow down equivalent obligations to approved subprocessors, and reasonably assist with data-subject requests and breach response.
- (f) Each party shall notify the other without undue delay and, in any event, within forty-eight (48) hours after becoming aware of a personal-data breach that materially affects personal data processed, shared or received under the Contract. The initial notice may contain the information then available and shall be supplemented promptly as the investigation progresses. Each party shall cooperate with legally required notifications, investigation, containment, remediation and mitigation. Nothing in this Clause extends any shorter notification period required by applicable law or an agreed data-processing agreement.
- (g) The Buyer shall ensure it is authorised to provide personal data of its employees, representatives, contractors and end users to the Seller.

21. COMPLIANCE, ANTI-BRIBERY, COMPETITION AND TRADE CONTROLS

- (a) Each party shall comply with applicable laws relating to anti-bribery, corruption, competition, occupational safety, trade sanctions, export controls, import requirements and tax compliance.
- (b) Neither party shall, in connection with the Contract, offer, promise, give, request or accept an improper payment, advantage or facilitation payment. Reasonable business hospitality must be lawful, proportionate and properly recorded.
- (c) The parties shall not engage in unlawful price-fixing, resale-price maintenance where prohibited, market or customer allocation, bid rigging, anti-competitive tying, abuse of market power, or unlawful exchange of competitively sensitive information.
- (d) The Buyer shall not use, resell, export, re-export or transfer Goods, software or technical information in violation of applicable law or for an unlawful purpose. The Buyer shall obtain required end-user, import and re-export approvals.
- (e) The Seller may refuse, suspend or cancel only the affected performance where, on objective and reasonable grounds, performance may expose the Seller or a group company to a material legal, sanctions, export-control, bribery or other compliance risk. The Seller shall act in good faith, take proportionate action, notify the Buyer where legally permitted, and refund any prepayment for the cancelled unperformed portion except to the extent payment or refund is prohibited by law or properly applied to costs already and lawfully incurred.

22. ASSIGNMENT, SUBCONTRACTING AND THIRD-PARTY RIGHTS

- (a) The Seller may subcontract any part of the Contract while remaining responsible for its contractual obligations. The Seller may assign receivables or transfer the Contract to an affiliate or successor on written notice, provided that the transferee has reasonable financial and technical capability, assumes the relevant obligations, and the transfer does not materially reduce the Buyer's rights. A transfer does not release the Seller from liabilities accrued before the transfer unless the Buyer agrees in writing or applicable law provides otherwise.
- (b) The Buyer may not assign, transfer, pledge or subcontract its rights or obligations without the Seller's prior written consent, which shall not be unreasonably withheld where the proposed assignee has equivalent financial and technical capability.
- (c) Except for a lawful assignee or successor, no person who is not a party to the Contract has any right to enforce it.

23. NOTICES AND ELECTRONIC COMMUNICATIONS

- (a) Formal notices must be in writing and sent by hand, courier, registered post or email to the address stated in the Contract or most recently notified in writing.
- (b) A notice is deemed received: if delivered by hand, when delivered; by courier or registered post, on recorded delivery; and by email, when it enters the recipient's designated information system in a form capable of being retrieved, provided that no delivery-failure message is received.

An email received outside normal business hours is deemed received on the next Working Day. A notice of material breach, suspension, termination, demand for payment or legal claim sent by email shall also be acknowledged by the recipient or sent by courier or registered post, unless the parties expressly agree another reliable electronic method.

- (c) This Clause does not apply to service of court proceedings or documents where Thai procedural law requires another method.
- (d) Orders, Order Confirmations, invoices, notices, records and signatures may be created, retained and exchanged electronically. No document shall be denied legal effect solely because it is electronic, subject to the Electronic Transactions Act B.E. 2544 (2001), as amended, and applicable law.
- (e) Each party is responsible for maintaining reasonable controls over its authorised email accounts, electronic signatures and approval processes. A party shall promptly notify the other of suspected compromise or unauthorised use.

- (d) If any foreign-language Contract document is filed in a Thai court, the party filing or relying on that document shall initially arrange and pay for any Thai translation and certification required by the court. Reasonable translation and certification costs incurred as a direct result of the other party's proven breach or default may be claimed from that party only to the extent permitted by Thai law and allowed or awarded by the competent court. This Clause does not restrict the court's discretion regarding litigation costs.

24. GENERAL AND LANGUAGE

- (a) The Contract constitutes the entire agreement concerning its subject matter and supersedes prior discussions, correspondence and representations, except for fraud or matters expressly incorporated into the Contract.
- (b) If a provision is illegal, unfair or unenforceable, it shall be modified or enforced only to the extent permitted by Thai law, or severed where necessary, and the remaining provisions continue in force.
- (c) A failure or delay to exercise a right is not a waiver. Rights and remedies are cumulative.
- (d) Headings are for convenience only. "Including" means "including without limitation". A reference to writing includes email unless expressly excluded.
- (e) Nothing in the Contract creates a partnership, agency, employment or fiduciary relationship between the parties.
- (f) These Conditions are issued in English. The Seller may issue an official Thai-English version for use in Thailand. The applicable Order Confirmation shall state which language prevails. If an official bilingual version is used and no prevailing language is stated, the Thai version prevails for a Contract performed principally in Thailand. Until an official bilingual version is issued, the English version applies, subject to mandatory Thai law, provided that the Buyer has had a reasonable opportunity to review the Conditions and obtain a translation or independent advice. Any official Thai translation shall use current Thai statutory terminology and gender-neutral legal terms where applicable.

25. GOVERNING LAW AND JURISDICTION

- (a) The Contract and any non-contractual obligations arising from it are governed by the laws of Thailand.
- (b) The parties submit to the jurisdiction of the competent courts of Thailand. To the extent permitted by applicable procedural law, proceedings may be commenced in a competent court in Bangkok. Nothing in this Clause overrides any mandatory rule on territorial, subject-matter or consumer jurisdiction.
- (c) Before commencing court proceedings, a party shall give written notice of the dispute and senior representatives shall attempt in good faith to resolve it within fifteen (15) Working Days. This does not prevent urgent proceedings for interim relief, preservation of evidence, recovery of undisputed debt or protection of intellectual property.