



[MUST INSERT FENCHEM'S PURCHASE ORDER]

Terms and Conditions for Purchase

1. **Applicability.** The purchase order (“Order” or “Purchase Order”) together with these terms and conditions, constitute a binding agreement (collectively the “Agreement”) between the Buyer and the Seller. The Agreement applies to all purchases of goods, materials, products (“Products”), and/or services (“Services”) under the Order by Buyer from Seller.
2. **Shipment and Delivery.** (a) Products must be suitably packed and shipped according to Buyer’s instructions. Title and risk of loss remain with Seller until receipt by Buyer. The place and timing of “receipt” depend on the agreed incoterm. Seller must make every effort to ensure that the packaging protects the Products from damage during storage and transportation. The Seller shall be familiar with the characteristics of the Products being sold. If the packaging or transportation methods appointed by the Buyer do not meet the special storage or transportation requirements of the Product, the Seller is obligated to notify and inform the Buyer. (b) Delivery is to be made in the specified quantities and within the agreed timeline.
3. **Delays, Remedies, and Liquidate damages.** The Seller must notify the Buyer if there are expected delays and take reasonable steps to expedite delivery. The Seller agrees that in the event of any delay in delivering goods to the Buyer, the Buyer shall be entitled to claim liquidated damages from the Seller at the rate of 0.5% of the contract price per calendar week. The parties acknowledge that the stipulated liquidated damages are intended as a reasonable pre-estimate of the loss, not a penalty. If the liquidated damages are insufficient to cover the Buyer’s loss, the Seller shall provide further compensation to the Buyer. Such losses include, but are not limited to, the Buyer’s expected profit resulting from the performance of the Seller.
4. **Consistency.** The Purchase Order Number must be on all Packing Lists, Shipping Documents, and Invoices for payment. Invoices without Purchase Order Numbers will be returned to the Seller without payment. Any additional or different terms in Seller form(s) are material alterations and hereby rejected.
5. **Prices; Payment.** Prices and Payment Terms for all Products are as stated in the Purchase Order and include all applicable taxes unless otherwise specified.
6. **Warranties.** Seller warrants that Products and Services will (a) conform to applicable specifications and descriptions, (b) conform to the sample provided by the Seller; however, in case of any contradiction between the sample and the specifications, the Seller guarantees that the specifications shall prevail, (c) be free from defects in materials and workmanship, and (d) comply with applicable laws. These warranties are cumulative and in addition to any other rights the Buyer may have.
7. **Defects and Non-conformity.** In the event that any defects or non-conformity are confirmed by an official report from an authoritative third party, the defect(s) or non-conformity shall be deemed substantiated, and the Seller shall be deemed to be in breach of contract. The Buyer shall have the right to return the defective or non-conforming goods, and the corresponding payment for such goods shall be refunded. The Buyer may also terminate the purchase of any remaining undelivered quantities. The Buyer shall be entitled to seek remedies for all losses incurred as a result of the defective or non-conforming delivery. Such remedies include, but are not limited to, logistics costs for recalling the goods from the Buyer’s customers, legitimate compensation claims from the Buyer’s customers, fines imposed on the Buyer by the government or government-certified regulatory authorities, the Buyer’s inspection fees, unnecessary storage fees due to the quality issues, lost profits, and any other compensation permitted by law.

8. **Confidentiality and Proprietary Rights.** Any technical information provided to Seller remains Buyer's property. Seller must maintain confidentiality of the information and may only use it for fulfilling the Purchase Order. Seller grants Buyer a royalty-free license to use any intellectual property of the Seller incorporated into the Products.
9. **Non-solicitation.** The Seller agrees not to solicit or engage in business with the Buyer's clients, whom the Seller knows or reasonably should know became acquainted with the Seller through the Buyer in this transaction, in a manner that directly competes with the Buyer's business interests.
10. **Remedies Cumulative.** Buyer's remedies shall be cumulative, and remedies herein specified do not exclude any remedies allowed by law.
11. **Governing Law.** Both parties agree to submit exclusively to the jurisdiction of the courts located in Thailand, in respect of any claim, dispute, or controversy in any way arising out of or relating to the Purchase Order, its terms and conditions, Agreement, or its formation, including any non-contractual disputes or claims.
12. **No Publicity.** Seller may not use Buyer's name in any publicity or advertising without Buyer's prior written consent.
13. **Assignment.** Seller may not assign the Agreement without Buyer's prior written consent.
14. **General.** The Agreement represents the entire agreement between the parties and may only be amended in writing. Any invalid provision will not affect the validity of the rest of the Agreement.
15. **Governing Language.** If this Agreement, any part of this Agreement, or any Order exists in multiple versions or is negotiated or communicated in different languages, the English version of this Agreement shall prevail and be binding in the event of any discrepancies or conflicts between versions or interpretations.

WHEREOF the Parties hereto have executed this Agreement as of the signature date below,

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Representative: _____

Representative: _____

Title: _____

Title: _____

Date: _____

Date: _____