

TRUMPF General Conditions of Spare Parts Sale, Technical Service Support

- I. Definitions
- II. Formation of contract
- III. Payment Terms
- IV. Prices for Technical Service Support
- V. Force Majeure
- VI. Warranty for Technical Service
- VII. Warranty for Spare Parts
- VIII. Xchange Program Parts
- IX. Default of Payment of Spare Parts
- X. Acceptance of Spare Parts
- XI. Spare Parts Return for Credit
- XII. Subordinate Agreements
- XIII. Liability
- XIV. Spare Parts Order Cancellation
- XV. Export
- XVI. Dispute Settlement and Governing Law
- XVII. Miscellaneous

I. Definitions

"**TRUMPF**" means the TRUMPF Group subsidiary company selling products to the Customer as identified in TRUMPF's Quotation and Invoice. "**Customer**" means any legally registered entity buying products from TRUMPF.

"**Contract**" means a contract for sale by TRUMPF to the Customer of the Spare Parts and/or services incorporating the Terms and Conditions.

"**Price**" means the price as per TRUMPF Quotation being valid for 30 days from the date of quotation unless otherwise indicated in writing.

"**Quotation**" means a quotation issued by TRUMPF.

"**Spare Parts**" means the Spare Parts referred to in the Quotation.

II. Formation of Contract

These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In case these Terms and Conditions conflict with the Contract, the terms stipulated in the Contract shall prevail and the other parts of these Terms and Conditions shall remain in full force. A purchase order by a Customer constitutes an offer by the Customer to purchase services and/or Spare Parts in accordance with the Quotation and these Terms and Conditions. A purchase order shall only be deemed to be accepted when TRUMPF issues a written order confirmation contained the mutual conditions as a case maybe (this may be sent by email) at which point and on which date the Contract shall come into existence (**Commencement Date**). The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of TRUMPF which is not set out in the Contract unless otherwise mutually agreed in writing.

III. Payment Terms

Payment for Spare Parts and/or services and/or Technical Support shall be made **within 30 days** from the invoice date unless other credit terms have been expressly agreed by TRUMPF. The Customer shall bear all shipping, delivery and handling charges and all country, provincial, government, state and local sales, use, goods and services, value added, excise, privilege and similar levies/taxes. Time of payment is of the essence. In case the Customer fails to perform the payment in this payment terms or any fixed time, TRUMPF reserves the right to charge the overdue penalties of **5% per annum ("p.a")** on sums overdue without an advance notice.

All sums payable by the Customer to TRUMPF herein shall be paid in full and (a) free of any restriction or condition, (b) free and clear of and without any deduction except on account of any applicable tax and (c) without deduction or withholding on account of any other amount, whether by way of set-off or otherwise. Any bank charges arising out of and in relation to any payment herein shall be borne in full by the Customer.

IV. Prices for Technical Service Support

TRUMPF shall charge the Customer based on the service report. Working Hours stated in the service report act as the base for actual cost calculation and invoicing. For any disagreement or dispute on the service report, the Customer shall inform TRUMPF with the reasonable ground within **seven (7) working days** from receipt of such service report or invoice whatever earlier.

V. Force Majeure

TRUMPF shall not be liable to the Customer or be deemed to be in breach of this Terms and Conditions by reason of any delay in performing (including delay in delivery) or any failure to perform any of TRUMPF's obligations in relation to the delivery of Spare Parts and/or services and/or Technical Support caused by a Force Majeure which means Act of God, force of nature, flood, fire, war, explosion, epidemics, pandemics, labor disputes, strike, lock-out, protest, embargo, civil disturbance, acts of government, riot or insurrection or any other events outside the reasonable control of TRUMPF.

If any unforeseen events of the aforesaid kind occur that seriously alter the commercial significance or substance of the goods and services or have a serious impact on business operations, TRUMPF shall be entitled to without advance notice terminate the relevant Contract without any default or breach of the Contract

VI. Warranty for Technical Services

Service Technicians/Engineers of TRUMPF will perform services in a professional and workman-like manner using the skill and care ordinarily used by professionals performing this type of services in the location of the customer's facility under similar conditions. In the event of TRUMPF's non-conformance with this warranty, TRUMPF may re-perform the services. The preceding states the sole liability of TRUMPF and the sole and exclusive remedy of the Buyer.

VII. Warranty for Spare Parts

Subject as expressly provided in Clause VI of these Terms and Conditions, all other warranties conditions or terms, including those implied by statute or common law, are excluded to the fullest extent permitted by law.

TRUMPF provides a warranty for a period of twelve (12) months from the date of delivery (unless otherwise advised) for Spare Parts. The Spare Parts shall be free from material defects.

However, this warranty does not apply in the following circumstances:

- a) Fair wear and tear;
- b) Willful damage, abnormal storage or working conditions, accident, negligence by the Customer or by any third party;
- c) If the Customer or a third party fails to operate or use the Spare Parts in accordance with the user instructions; or
- d) Any alteration or repair or modify made by the Customer or by a third party without TRUMPF's written approval or advise.

In the event of TRUMPF's non-conformance with this warranty, the remedies set out in Clauses VIII or XIII shall apply.

Any Spare Parts provided to replace the defective Spare Parts (i.e. whether provided pursuant to Clause VIII or Clause XIII) shall be subject to a similar warranty, with the warranty period being the unexpired warranty period of the original Spare Parts.

VIII. Xchange Program Parts

In case any Spare Parts are subject to the TRUMPF Xchange program, such Spare Parts and/or their number or code shall be indicated in the Quotation.

Defective Spare Parts which are subject to the TRUMPF X-change program can be sent back to TRUMPF for a residual credit if the Customer has returned the defective Spare Parts, ordered an equivalent Spare Parts as replacement for the defective Spare Part, and fully paid for the replacement Spare Parts.

The Xchange program will not apply, and TRUMPF reserves the right to not provide any credit in the following circumstances:

- a) Fair wear and tear;
- b) Willful damage, abnormal storage or working conditions, accident, negligence by the Customer or by any third party;
- c) If the Customer or a third party fails to operate or use the Spare Parts in accordance with the user instructions; or
- d) Any alteration or repair or modify made by the Customer or by a third party without TRUMPF's written approval or advise.

IX. Default of Payment of Spare Parts

In the event any payments are not received punctually, the Customer shall be deemed to be in default of payment even ("**Event of Default**"). Whatever the means of payment used, payment shall not be deemed to have been affected before TRUMPF's account has been fully and irrevocably credited. The Customer shall have no right to withhold payments or to offset them with counterclaims unless the counterclaims are undisputed or have been established as final and absolute unless otherwise mutually agreed in writing.

In the event of late payment, the Customer shall be charged interest on all overdue balances at the rate of **5% p.a., calculated daily** from the date such payment became due until such payment is made. In the Event of Default, TRUMPF may without advance notice terminate the relevant Contract without any default or breach of the Contract and in such event, do all or any of the following ("**Default Actions**"):

- a) Suspend any further delivery of Spare Parts, technical service support to the Customer;
- b) Repossess the Spare Parts, if already delivered and deal with it as it deems fit in its sole discretion with the Customer's expenses;

- c) Setting off any sums already paid by the Customer to TRUMPF whether under the Contract or any other agreement or arrangement between the Customer and TRUMPF, against sums owing by the Customer to TRUMPF under the Contract;
- d) Settlement of outstanding debts in cash will be imposed before proceeding with delivery of any further Spare Parts or goods and/or providing service and technical support to the Customer; and/or
- e) Bring a claim against the Customer for all loss and damages in connection with the Event of Default, including all legal costs and expenses on an indemnity basis.

X. Acceptance of the Spare Parts

Unless the Customer notifies TRUMPF on the contrary on the day of delivery and such notification is confirmed in writing within seven (7) working days from the date of delivery, the Spare Parts shall be deemed to have been accepted by the Customer as being good condition and in accordance with the Contract. The Customer shall not be entitled to withhold or delay payment of all or any of the payment or to offset them with counterclaims unless the counterclaims are undisputed or have been established as final and absolute.

XI. Spare Parts Return for Credit

TRUMPF may accept returns of the Spare Parts for credit if the Spare Parts are unused, in original packaging and in saleable condition. It is the Customer's responsibility to request for written approval for return from TRUMPF within seven (7) working days from the date of arrival. All Spare Parts returned are subject to TRUMPF's acceptance and TRUMPF reserves the right to decline if TRUMPF believes that the Spare Parts have been used, is not in the original packaging or is not in a saleable condition. No hazardous material or consumables can be returned to TRUMPF.

XII. Subordinate Agreements

These Terms and Conditions together with the Quotation shall form the entire agreement and understanding between the Customer and TRUMPF and supersede any previous agreement or understanding relating to the subject matter herein. No other agreements or amendments to these Terms and Conditions shall be legally valid unless made in writing and cannot be suspended or nullified by any verbal agreement. In case the other Terms and Conditions and/or the General Conditions of Sale of TRUMPF whatever in the traditional or electronic formate are proposed together herewith, it is deemed the Customer's acknowledgement and automatically accepted by the Customer legally binding without a signature

XIII. Liability

TRUMPF shall not be liable in the Contract or in tort for any loss or damage suffered to the Customer by its employees, agents, sub-contractors. The Consumer rights are limited to those set out in these Terms and Conditions and under mandatory laws. The Customer shall fully indemnify TRUMPF against any loss, damage to any property, injury or death of any persons caused by negligent act or omission of or wilful misconduct of the Customer, its employees, agents, sub-contractors, or by any breach of its contractual obligations arising out of these Terms and Conditions.

TRUMPF and the Customer agree to the extent permitted by law, TRUMPF will not be liable to the Customer or any other person for any of the following:

- a) Loss of business opportunity;
- b) Loss of revenue and income;
- c) Loss due to any business interruption;
- d) Loss of profit or anticipated profit;
- e) Loss of business;
- f) Incidental, indirect, special or consequential damages; or
- g) Any loss arising out of or in connection with the purchase, or use or performance of the Spare Parts on the Machine or services, even if TRUMPF has been advised of their possibility in any communication manner.

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To the extent permitted by law, any typographical, clerical or other error or omission in Quotations, price lists, acceptance of offers, invoices, credit notes, or other documents or information issued or communicated by TRUMPF shall be subject to correction without any liability by TRUMPF.

Further, to the extent permitted by law, TRUMPF's liability for breach of such conditions and warranties shall be limited, at TRUMPF's option, to:

- a) The replacement of the Spare Part or the supply of equivalent Spare Parts, the payment of cost of replacing the Spare Parts or acquiring equivalent Spare Parts;
- b) In the case of Technical Service Support, the supply of additional services, or the payment of the cost of having services additionally; and
- c) All liabilities shall not be exceeding the Payment for the Spare Parts and/or services and/or Technical Support.

XIV. Spare Parts Order Cancellation

Spare Parts order cancellations must be requested in writing by the Customer and are only possible if the Spare Parts have not yet been shipped or delivered.

XV. Export

The Customer acknowledges that the TRUMPF products may be exported/ transferred from TRUMPF's group entities which are located in Germany, Austria, Switzerland, the United States of America, China or Singapore. The export / transfer of TRUMPF products to be delivered to countries outside the European Union require a license under certain conditions (product, destination, end user etc.) according to the German Foreign Trade Act, the EC Dual Use Regulation, the Swiss Goods Control Act, the US Export Administration Regulations (EAR) or the Strategic Goods (Control) Act (SGCA).

In case of export approval under the German Foreign Trade Act / the EC Dual-Use Regulation / Swiss Goods Control Act / the US EAR or SGCA, the delivery can only take place when the required export licenses are granted through the responsible authorities (BAFA (Bundesamt für Wirtschaft und Ausfuhrkontrolle), the Swiss SECO (Secrétariat d'Etat à l'économie) resp. through the Bureau of Industry and Security (BIS) (restrictions under U.S. Law, applies for reexport of U.S. goods), and the Singapore Customs).

The Customer agrees to use its best endeavours at its own cost and expense to provide all necessary information and documents (which are accurate and complete) for the purpose of complying with the necessary export control laws and regulations (including obtaining necessary permits, licences and consents). The Customer acknowledges that the sale of the Machinery Spare Parts is conditioned upon and subject to compliance with the applicable international export control laws and regulations, failing which the relevant Contract shall be void.

XVI. Dispute Settlement and Governing Law

The Contract and these Terms and Conditions shall be governed by, construed and interpreted in accordance with the law of Thailand. All disputes arising out of or in connection with each Contract including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the competent court in Thailand.

XVII. Miscellaneous

The invalidity, illegality or unenforceability for any reason of any part of these Terms and Conditions shall not prejudice or affect the validity, legality or enforceability of the remaining part.

No failure or delay on the part of TRUMPF to exercise any rights, nor any delay in exercising any rights, under these Terms and Conditions at any time shall constitute a waiver of these Terms and Conditions nor shall any single or partial exercise of any right under these Terms and Conditions preclude any other or further exercise of any other right.

This Terms and Conditions shall be an integral part of the Contract.