



General Terms & Conditions of Purchase H&R ChemPharm (Thailand) Limited

Scope

Asia

- **H&R ChemPharm (Thailand) Ltd. – Bangkok**
B1/F5 Bangkok City Tower,
179 South Sathorn Road
Tungmakamek, Sathorn
Bangkok 10120 Thailand
Tel: +66 2 2870996
Fax: +66 2 2871335
<http://www.hur.com>
- **H&R ChemPharm (Thailand) Ltd. – Sriracha**
163/78 Ao-Udom Rd,
Sriracha, Chonburi, Thailand
Tel.: +66 38 354258
Fax: +66 38 354259
<http://www.hur.com>
- **H&R ChemPharm (Thailand) Ltd. – Pinthong**
221/10 Pinthong Industrial Estate 3,
Moo.6, Bueng, Sriracha, Chonburi 20230
Tel.: +66 38 190112
Fax: +66 38 190114
<http://www.hur.com>



1. General.....	3
2. Definitions	3
3. Documentation	3
4. Prices and Terms of Payment	4
5. Order Confirmation.....	4
6. Delivery Documents and Package.....	4
7. Terms of Delivery – Passing of Title and Risk.....	4
8. Confidentiality	4
9. Obligation to Notify.....	4
10. Delay	4
11. Inspection, Quality and Environmental Standards.....	5
12. Warranty	5
13. Product Liability	5
14. Export and Import	5
15. Weights and Quantities.....	5
16. Severability.....	6

For the sake of simplicity and easier reading, only the masculine form has been used.

1. General

These General Purchasing Conditions shall apply between H&R and Seller at any stage of the procurement process concerned (e.g. in the request for quotation, the Purchase Order, or the contract). H&R does not accept any of the Seller's terms and conditions of sale in part or in whole even if the Seller's terms are declared to be the solely valid terms in correspondence or in any other manner unless H&R has expressly agreed to any of them in writing prior to the date of H&R receiving the Order Confirmation. By accepting an order from H&R, Seller agrees to the terms and conditions contained within this document.

The Seller commits to implement without reservations the principles set out in the H&R „Corporate Policy“ (www.hur.com) and the „Supplier Code of Conduct“ (www.hur.com) in the versions applicable at the time of conclusion of contract, and the requirements resulting thereof on acceptance and execution of the contract.

2. Definitions

“Agreement”	means these General Terms and Conditions of Purchase and all other documents which the parties have agreed in writing – they will form part of the agreement governing H&R's procurement of the Product(s).
“Documents”	means any drawings, technical documents, software programs or other data bearing media in whatever medium or format.
“H&R”	means H&R ChemPharm (Thailand) Ltd and/or its affiliates procuring Product(s) from the Seller under the Agreement.
“Incoterms”	refers to most current Incoterms – The International Chamber of Commerce rules for the use of domestic and international trade terms, and which are incorporated into and form part of these Terms and Conditions to the extent that they do not conflict with any of the terms herein.
“Order Confirmation”	means the confirmation of H&R's order sent by Seller to H&R in accordance with clause 5.
“Product(s)”	means the products, equipment, component, material, hardware, software, services and other objects (tangible and intangible) which the Seller is required to supply under the Agreement.
“Purchase Order”	means a written order for the purchase of Product(s) submitted by H&R to Seller.
“Seller”	means the Seller of the Product(s).

These conditions apply to the purchase of all Product(s) and Services by H&R.

3. Documentation

Any Documents provided to Seller by H&R shall remain H&R's exclusive property and shall be returned to H&R on request. The Documents may not be copied, reproduced or distributed without prior express written approval by H&R.

Documents specifically prepared as a result H&R's order of the Product(s) and provided by Seller to H&R, shall be the exclusive property of H&R. With respect to other Documents provided by Seller, H&R shall have the unrestricted right to copy and use such other Documents for the purpose intended by H&R's purchase of the Product(s).



4. Prices and Terms of Payment

The prices stated are fixed. All charges and duties shall be payable by the Seller as per the Incoterm stated on the Purchase Order. Payment shall be effected before the 30th day of the month following the month of receipt of invoice. If payment is delayed then Seller shall notify H&R and H&R shall thereafter expedite the payment.

5. Order Confirmation

Seller shall confirm receipt of H&R's Purchase Order by sending an Order Confirmation within two (2) working days after receipt of the Purchase Order, and the contract for purchase shall have been formed immediately on receipt by H&R of the Order Confirmation.

6. Delivery Documents and Package

The price shall include the cost of packing and package or other protection required under normal transport conditions to prevent damage to or deterioration of the Product(s) while in transit to H&R. The Products shall be packed and marked in accordance with H&R's instructions. The Purchase Order number and product numbers (if any) shall be set out in the shipping documents.

7. Terms of Delivery – Passing of Title and Risk

The terms of delivery shall be interpreted in accordance with the Incoterms. Title to the Product(s) shall be transferred to H&R when delivery has taken place. Risk shall pass to H&R in accordance with relevant Incoterms or once H&R receives delivery of the Product(s) or accepts performed service.

8. Confidentiality

Seller is responsible for ensuring that Documents and other information provided by H&R orally or in writing, is not brought to the knowledge of third parties, without prior written authorization by H&R.

9. Obligation to Notify

Should Seller become aware of reasons to believe that the agreed delivery date cannot be met, Seller shall immediately notify H&R in writing, stating the cause of the delay and an estimated delivery date. Such notification shall not limit Seller's liability for delay according to this Agreement or applicable law. If Seller fails to give such notice in due time, H&R shall be entitled to compensation for all additional costs and expenses incurred as a result thereof which H&R could have avoided if the notice had been duly given.

10. Delay

If, for any reason whatsoever, the Product(s) are not delivered within the time agreed, Seller must notify H&R:

- i. of the actual date of delivery of the Product(s) as soon as it becomes aware of the date of delivery, and
- ii. any anticipated delay or failure in the supply of the Product(s).

If such delay causes H&R financial loss, then H&R shall, for each commenced week of delay, be entitled to claim liquidated damages amounting to five (5%) per cent of the relevant Purchase Order price. The liquidated damages shall not, however, exceed a total of forty (40%) percent of the said price. H&R shall be entitled, but not obliged to cancel the whole or part of the Purchase Order if delivery is delayed by more than 2 weeks.



11. Inspection, Quality and Environmental Standards

H&R shall be entitled to inspect the Product(s) **and** the production thereof, including the relevant quality assurance system, at the premises of Seller and its subcontractors.

Seller undertakes to comply with the applicable requirements in the ISO 9001 quality system standards. In addition, the Product(s) shall meet the regulatory requirements imposed by the laws and regulations of any governmental entity having jurisdiction over the production, transport and/or sale (including re-sale) of the Products. The Product(s) shall also meet the technical standards, the environmental and any special market requirements stated in the Purchase Order or otherwise agreed upon between the parties. In addition, Seller shall comply at all times with H&R's directive regarding banned and restricted substances. If requested by H&R, Seller shall furnish a certificate for delivered Products stating that the Products conform to all requirements referred to in this clause.

12. Warranty

Seller warrants that:

- It has and will maintain any necessary rights in the Product(s).
- It will comply with the applicable laws and regulations of any governmental or non-governmental body of the countries having jurisdiction over Seller.
- The Product(s) will perform and conform to the specifications and will meet what otherwise has been agreed upon, and will be free from defects, deficiencies and non-conformities in design, materials and workmanship.

H&R may reject any Product(s), and return them at Seller's risk and expense, if at any time during a period of 12 months ("the warranty period") following delivery, they are found defective, deficient or non-conforming ("the defect"). In such cases, and at the sole option of H&R, H&R shall either cancel the whole or part only of the purchase or Seller shall be obliged at its own cost, to repair the Product(s) or replace them with new Product(s) that are free from defects. Repair and replacement shall be carried out promptly upon demand.

When a defect has been remedied, Seller shall be liable for the warranty period for defects in the replaced or repaired Product under the same terms and conditions as those applicable to the original Product.

If Seller fails to fulfill its obligations above within the prescribed time, H&R may, without prejudice to other remedies available, undertake, or engage a third party to undertake, necessary remedial works at the risk and expense of Seller.

13. Product Liability

Seller shall indemnify and hold H&R harmless for any damage done to persons or to other property which is the result of any defect.

14. Export and Import

Seller is responsible for obtaining and maintaining any export license(s) required for delivery of the Product(s) to H&R according to the Purchase Order. Seller shall issue all other documents reasonably requested by H&R, regarding export and import of the Product(s).

15. Weights and Quantities

In the event of discrepancies in weight, the weight determined by H&R at the time of receipt shall apply, unless the Seller can prove that the weight calculated according to a generally-accepted method was correctly determined. The same shall apply to quantities.



16. Severability

If any provision of these Terms and Conditions is or becomes invalid or unenforceable, this shall not affect the remaining provisions.