

General Terms and Conditions of Business
of TÜV SÜD PSB (Thailand) Limited (hereinafter referred to as "PSB")

1. General
 - 1.1 These General Terms and Conditions of Business are applicable to all Product Testing / Inspection / Certification Services ("the Technical Services") provided by PSB
 - 1.2 The client shall accept PSB's General Terms and Conditions of Business and the prices valid at the time of order placement. Deviating terms and conditions of business of individual clients cannot be recognized as a matter of principle.
 - 1.3 Ancillary agreements, promises and other statements by PSB employees or officially authorized experts called in by PSB shall only be considered binding if expressly confirmed by PSB and in writing. This shall also apply to any amendments to these terms and conditions.
2. Contractual Performance and Clients' Responsibilities
 - 2.1 PSB shall perform the Technical Services in accordance to PSB customary manner unless otherwise agreed in writing. Unless otherwise explicitly agreed in writing, no responsibility shall be assumed for the correctness of the safety programs and safety regulation on which the tests and inspections have been based.
 - 2.2 The scope of the Technical Services to be performed by PSB shall be defined in writing on placement of order. If any modification or extension of the scope prove necessary within the context of due performance of the contract, they shall be additionally agreed upon in advance and in writing.
 - 2.3 The client shall supply the necessary accessories, information and / or documents, for the Technical Services including any foreign test reports, company test reports, product specifications, catalogues and instruction manuals. Until all necessary accessories, information or documents are supplied, PSB will not commence the Technical Services.
 - 2.4 PSB, at its sole discretion, reserves the right not to undertake the Technical Services and terminate the agreement for the same in the event the client fails to comply with the terms and conditions set out herein.
3. Delay or Failure of Performance
 - 3.1 PSB shall not be liable for any delay or failure in respect of its contractual performance arising from any cause outside its control.
 - 3.2 In the event that PSB's contractual performance is delayed due to any cause outside its control, PSB shall have the option at its sole discretion to either (i) extend the period for performance in accordance to the period of delay or (ii) terminate the agreement for the Technical Services.
4. Warranty
 - 4.1 PSB warrants that it will exercise reasonable care and diligence in performing the service herein. Save as provided herein, all other warranties by PSB, whether expressed or implied, are hereby expressly excluded.
 - 4.2 The client warrants that all information and/or documents supplied to PSB are accurate and correct in all aspects and shall indemnify PSB for all loss and damages arising from the Technical Services herein caused by incorrect information and/or documents supplied by the client.
5. Liability
 - 5.1 Whilst all reasonable care will be taken where the product / equipment is in PSB's custody, PSB shall not under any circumstances be responsible for any loss or damage to the product / equipment during transit or while in the custody of PSB. The client shall arrange for all necessary insurance against accidental loss or damage to the product / equipment, either in transit or at PSB premises.
 - 5.2 PSB shall not be liable for any incidental, indirect, special or consequential loss or damage whatsoever, including, but not limited to, loss of revenue, profits, contracts, business or anticipated savings, or loss of goodwill or reputation, whether foreseeable or not and whether arising from any act or omission on the part of PSB in the provision of the Technical Services.
 - 5.3 PSB total liability to the client under or in connection with the agreement for Technical Services and/or in tort (including negligence) in any event (other than death or personal injury resulting from PSB's negligence) shall not exceed the amount of fees paid by the client to PSB in respect of the Technical Services.
6. Terms of Payment, Prices
 - 6.1 Unless a fixed price or other calculation basis has been explicitly agreed upon, services shall be billed in accordance with the prices of PSB valid at the time of contract conclusion. In the absence of a valid schedule of prices, contractual provisions must be agreed on a case-by-case basis.

If there is a period of more than 4 months between placement of the order and completion of the order by PSB and there has been a price increase in the meantime, then the modified price shall be used as the basis of calculation as of the 5th month.
 - 6.2 Reasonable advance payments may be requested and/or partial invoices covering services already rendered may be made out. Partial invoices need not be designated as such. The receipt of an invoice does not mean that the order has been billed completely by PSB.
 - 6.3 Companies who are not given any credit terms by PSB have to pay in advance. For companies who are given credit terms by PSB, an invoice will be issued when a job is completed and the fees shall be remitted to PSB within thirty days of presentation of the invoice.
 - 6.4 The client agrees to indemnify and pay PSB for all taxes, levies and duties including, but not limited to, goods and services tax or withholding tax which PSB may be liable to pay as a result of providing the services to the client herein.
 - 6.5 Any objections to invoices must be made in writing to PSB within a 14-day preclusion period after receipt of invoice, with reasons stated.
 - 6.6 When a client decides to withdraw his request for the Technical Services, he may only do so by giving a notice in writing to PSB within three working days after his submission of the request for Technical Services. The client will be charged for all Technical Services performed prior to such withdrawal. If PSB does not receive any written notice of such withdrawal within this period, the full fee for the Technical Services will be charged.
 - 6.7 In cases involving short-term cancellation (postponement of audit date) within six weeks in advance of the scheduled audit date, PSB reserves the right to charge the customer any additional costs incurred by PSB in connection with such cancellation/postponement.
7. Secrecy, Copyright, Data Protection
 - 7.1 PSB shall have the right to copy and file any written documents submitted for perusal which are important for performance of the order.
 - 7.2 In as far as expert opinions, audit reports and the like that are protected by copyright are prepared within the scope of contractual performance, PSB shall grant the customer a simple, non-transferable right of use, if this is required by the underlying purpose of the contract. This grant of copyright explicitly shall not include the transfer of any other rights: the customer shall, in particular, not be entitled to change (process) or use expert opinions, audit reports, test results, calculations and the like outside its business.
 - 7.3 PSB, its employees, and the expert engineers called in by PSB shall not, without authorization, disclose or use any confidential information belonging to the client which they become cognizant during their activities provided that this clause shall not apply to information that is already known to PSB prior to such disclosure; or passes into the public domain otherwise than as a result of a breach of this confidentiality obligation on the part of PSB; or was received from a third party who is not under any confidentiality obligations or who did not acquire the information in confidence; or was independently conceived or developed by PSB without reference to the disclosed confidential information.
8. Lien

In addition to any right of lien to which PSB may be entitled by law, PSB shall be entitled to a general lien on all product / equipment submitted for the Technical Services.
9. Indemnity

The client shall indemnify PSB fully against all loss or damages suffered and cost and expenses incurred by PSB and all claims by any third parties as a result of provision of the Technical Services (including but not limited to the improper use of the test reports, supply of inaccurate information and/or documents to PSB or any claim by third party for infringement or intellectual property rights and/or for discovery of information and/or for delivery of documents or products / equipment) unless the same is caused by the act or neglect of PSB.
10. Court Appearance

In the event any of the employees of PSB is requested by the client or summoned by the court upon application by the client or any other parties for his attendance in court as an expert witness on the subject of the Technical Services provided, the Client agrees and shall pay PSB for such attendance in court based on PSB's prevailing rates for court attendance. PSB may at its sole discretion revise its rates for court attendance from time to time.
11. Governing Law
 - 11.1 The agreement for the Technical Services shall be governed by and construed in accordance with the laws of Thailand.
 - 11.2 PSB and the client agree to submit to the non-exclusive jurisdiction of the Thailand Courts.
12. Validity of Agreement
 - 12.1 If any terms and conditions of this document are invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the terms and conditions.