



THE EMS SOLUTION

Asia Magnetic Winding Co., Ltd.

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GENERAL CONDITIONS OF SALE

1. GENERAL POINTS

- The present Conditions apply to all our sales operations, whether in Thailand or abroad, unless otherwise indicated on our Order Acknowledgement.
- By placing his order, the Buyer indicate his entire acceptance of the present Conditions.
- Order Acknowledgement and General Conditions of Sale shall constitute the Sales Contract binding the two parties.
- Offers and quotations remain valid three months after their sending date. After expiry of this period, the maintenance of the commercial conditions must be confirmed in writing by the seller.

2. INDUSTRIAL PROPERTY AND COPYRIGHT – CONFIDENTIALITY

- All information, concepts (ideas, strategies, procedures etc.) specifications, documents (drawings, calculations etc.), objects (samples, models, specimen etc.) as well as the knowhow applied for providing services in the fields of design, engineering, research and development, technical assistance etc. remain the property of AMW.
- The customer undertakes to restore each of the above-mentioned elements at AMW'S written request.
- The customer undertakes to consider all information, commercial and / or technical documents or objects confided to him by AMW as confidential and not to communicate and / or transmit these elements, in any form whatsoever, to third persons without prior written consent of AMW.

AMW personnel representative shall have the right to verify at the subcontractor's premises and AMW's premises that the supplied products conform to specified requirements.

It is not AMW Policy to allow our customers to perform a visit to our suppliers.

3. MINIMUM INVOICING

- As a rule, the financial burden constituted by our administrative costs does not enable us to accept orders whose amount is below US\$ 250 exclusive of VAT per product reference.

4. PRICES

- Our prices are exclusive of VAT, Ex – Works (Our Factory) and exclusive of postage and packing, unless otherwise indicated in the commercial offer.
- Our prices being calculated on the basis of the economic, fiscal and monetary conditions in force at the date of the offer, AMW reserve the right to modify their prices without prior notice, insofar as these conditions change. The prices of imported products will be revised on delivery according to the exchange parity of the currency of the country of origin.

5. TERMS OF PAYMENT

- Payment for the first order is made upon receipt of the goods, unless special agreement.

For all the following orders, terms and dates of payment are specified on the Order Acknowledgement issued by AMW

- Rightfully and without prior notice, and late payment which has not been authorized in writing by AMW shall result in the payment of default interest calculated at the rate of 15% per annum based on 360 day.
- In the case of late payment, we reserve the right to suspend or cancel pending orders, without prejudice to any other measures.
- Penalties for late payment are designed to sanction nonpayment of delivered goods 90 days after the invoicing date. The rate for calculating these penalties is based on all the following orders, terms and dates of payment are specified on the Order Acknowledgement issued by AMW.
- The application of these penalties does not exclude the possibility to submit the matter to a court for legal settlement,

6. DELIVERY DUE DATES

- Delivery period is given for information only. It begins at the date of the order being confirmed by AMW except if the execution of the order depends on a precondition, such as a down payment, confirmation of delivery of the raw materials etc. In this case, the delivery period begins at the date at which this or these precondition (S) have been fulfilled.
- In the case of force majeure, delivery dates can be suspended, and AMW cannot be held responsible.

7. TRANSPORT

- All goods are transported at the customer's risk.
- All handling operations as well as insurance and transport costs., customs duties, tolls etc., are payable by the customer. It is up to the customer to check the goods on arrival and to express possible reservations to the haulier.
- AMW cannot be held responsible in the case of loss or damage of the goods

In this case, a statement sent by registered mail with acknowledgement of receipt must be addressed to the haulier within two days.

8. COMPLAINTS / CUSTOMER SUPPORT

- In order to be valid, any complaints concerning apparent defects, the composition or quality or the delivered products or their non-correspondence with the delivery note must be submitted within seven days after receipt of the goods, without prejudice to any measures taken against the haulier. Any complaints not fulfilling these conditions might be rejected.
- As far as the possible defects of our products are concerned, our responsibility is limited to the repair or replacement of goods recognized as defective by both parties.
- In the case of any technical issues, please contact: information@asiamagnetic.com or call +66.2.751.1260

9. RESERVATION OF PROPERTY RIGHTS

- We reserve ownership of our products until the full payment of the corresponding invoices as well as any amount hereunder shall be made to us.

10. CANCELLATION OF ORDERS

- Depending on the delivery date, the entire or partial cancellation of the order unilaterally decided by the customer entitles AMW to claim damages for the loss incurred and hence to keep at least the amounts already paid and / or if not down payment has been made – to invoice the total amount of the order to the customer.
- The same applies if the customer fail to fulfill one of their obligations.

11. DISPUTES

- In the case of a dispute arising between the parties, the case shall be submitted to the court of Thailand only.