

1. General Terms

The following CONDITIONS apply to all agreements concluded between HAFELE (Thailand) Ltd. (“HAFELE”) and the Buyer (“BUYER”), also including any subsequent agreements made even where the CONDITIONS are neither appended nor made mention of. All general terms and conditions from the BUYER are hereby expressly rejected unless when explicitly confirmed by HAFELE in writing.

2. Price and Payment Terms

- 2.1. The BUYER shall pay the full price of the goods to HAFELE, as per the terms provided to the BUYER on HAFELE’S invoice, which HAFELE provides on delivery of the goods. At HAFELE’S sole discretion, HAFELE reserves the right to request an advance payment upon contract conclusion or order received from BUYER.
- 2.2. Credit terms may be offered by HAFELE subject to satisfactory rating of credit-worthiness of the BUYER. The offer of credit will be at HAFELE’S sole discretion. Where a credit term is offered, payment of the entire price and value-added tax and other applicable sales taxes and/or expenses shall credited to HAFELE’S account within such credit term which will be indicated on HAFELE’S invoice.
- 2.3. HAFELE shall have the right, without issuing reminders, to charge 15% p.a. interest on overdue invoice(s) from the date when payment is due, until the date payment is received.
- 2.4. HAFELE has the unrestricted right to assign or transfer the rights HAFELE derives under this contract - in particular outstanding bills to a third party.

3. Order

- 3.1. Any order made by the BUYER must be in writing. Orders will only be accepted by HAFELE by written confirmation. However, for walk-in BUYERS, the order will be accepted by way of actual delivery of the goods ordered from HAFELE to the BUYERS.
- 3.2. HAFELE reserves the right to amend orders placed by the BUYER. In this case, HAFELE shall only proceed with an amended order after it receives the BUYER’S written acceptance of the amended order.

4. Order cancellation/change and termination of the contract

- 4.1. HAFELE shall be entitled to terminate the contract, especially in the following cases:
 - 4.1.1. In the event of force majeure (“FORCE MAJEURE”), which shall include, but not be limited to acts of god, war, riots, industrial disputes, strikes, flood and locks outs and unforeseen obstacles which are beyond HAFELE’S control, provided these events last for more than three months or they make it ultimately impossible for HAFELE to deliver the goods;
 - 4.1.2. In the event that after conclusion of the contract circumstances become known to HAFELE which may affect the BUYER’S credit-worthiness or ability to pay, In such case HAFELE shall be entitled , at its sole discretion, to refuse performance until suitable security has been given. The BUYER shall have no right of whatsoever nature against HAFELE to claim damages for losses of any kind arising from the execution of the right of retention.
 - 4.1.3. HAFELE has the right to terminate the contract if the BUYER does not make advance payment of the purchase price, or give a first-class guarantee, within one week of being requested to do so by HAFELE.
- 4.2. Both HAFELE and the BUYER may terminate the outstanding contract or purchase order for cause with prior notice if the other party has materiality breached any of its obligations under the relevant contract or purchase order and has not cured the breach within thirty (30) days of receipt notice by the other party. In case HAFELE terminates the contract for cause, HAFELE can claim all reasonable cost related to the termination, including but not limited to costs incurred associated with restocking and other administrative costs.
- 4.3. Goods that are made-to-order upon the BUYER’S request or imported specifically for the BUYER’S order are marked as “C” on the invoice. In case of order cancellation for such “C” goods by BUYER, BUYER shall be liable for any cost and expenses associated with such order cancellation, including but not limited to import duties, customs clearance charges, admin charges, stocking fees, transport cost, and other associated expenses.
- 4.4. HAFELE is not liable for any loss or damage, including consequential loss or damage arising from the termination of the contract or purchase order.

5. Terms of Delivery

- 5.1. Unless otherwise requested in writing by BUYER, goods shall be delivered by HAFELE to the address stated in the contract, purchase order or equivalent document. Delivery shall be made on the date shown on HAFELE’S order confirmation. The delivery period will be extended by an appropriate period in the event of FORCE MAJEURE.
- 5.2. If HAFELE is unable to deliver the goods because of circumstances and/or actions caused by the BUYER, HAFELE shall be entitled to keep and store the goods in HAFELE’S premises until such time as delivery affected, then BUYER shall liable for expenses associated with such

storage. In this case, the risk of the goods shall pass to the BUYER from the date of notification of readiness of the goods for dispatch.

- 5.3. Partial deliveries are possible if the BUYER bears the cost for the following deliveries following the 1st delivery.
- 5.4. Special terms of delivery are subject to a particular written agreement by both parties.

6. Claim & Warranty

- 6.1. The General Limited Warranty Conditions of HAFELE in its latest version and published by HAFELE shall apply which can be viewed at www.hafele.co.th
- 6.2. The BUYER is obliged to check whether the quality of the goods supplied by HAFELE is unobjectionable immediately upon arrival of the goods. Should the BUYER find that the supplied goods are defect, he shall report this without undue delay to HAFELE.

7. Return of Goods

- 7.1. The BUYER may return goods to HAFELE in case of material defects or damage, which has been indicated by the BUYER to HAFELE within one week of receipt. In other cases, HAFELE may at its sole discretion decide to reject return of goods.
- 7.2. Apart from that, the BUYER may return goods to HAFELE that are listed in HAFELE’S current articles list and are still being sold. HAFELE will not accept goods that are damaged, where the damage is clearly not caused by HAFELE and/or not in saleable condition or items that are on clearance sale.
- 7.3. Upon return of the goods accepted for return, the BUYER shall be reimbursed the purchase price. HAFELE may, however, deduct costs for the impairment of the goods and the costs mentioned in Cl. 7.4.
- 7.4. BUYER is liable for any costs, expenses and charges associated with the return of goods, including but not limited to administration charges, re-stocking fees, transport costs, and other associated expenses if not otherwise agreed in writing.
- 7.5. The refund amount due from return goods shall be based on the price of the goods as shown in the sales invoice, minus less associated cost and impairment of goods return if any.
- 7.6. The following goods are not eligible for return and refund: Goods that are made-to-order upon the BUYER’S request or imported specifically for the BUYER’S order. Such goods are marked as “C” on the invoice. The BUYER’S rights with regard to defect goods shall remain unimpaired.

8. Limitation of Liability

HAFELE shall be liable without limitation for intentional or grossly negligent breaches of duties as well as for damages arising from damage to a person’s life, body or health. In all other respect HAFELE shall only be liable, if the breached contractual duty is of material significance for attaining the purpose of the contract and only on a limited basis up to the sum of average foreseeable damage typically occurring, but not exceeding the price of the respective good(s) shown in the invoice. In general, however, HAFELE shall, however, where possible at its sole discretion replace or repair the goods supplied.

9. Structural changes & Construction permit

Please note that Hafele does not provide structural works or calculations except by special agreement and scope of works of document. It is assumed the buyer undertakes to properly have checked compliance with building regulations and necessary structural checks and calculations been conducted as per applicable Thailand laws and regulations. Where the said works require (any) permits from Thai authorities, prior to undertaking said works the buyer is responsible that all necessary legal requirements are met. Hafele does not undertake to obtain said permits and can under no circumstances be held liable for missing, invalid or outright wrong permits.

10. Laws and Dispute Resolution

- 10.1. These CONDITIONS shall be governed and construed in accordance with the laws of Kingdom of Thailand.
- 10.2. If either party is not satisfied with the other party’s performance of its obligation, a written description of the problem shall be provided to the other party or a good faith effort to resolve the problem via non-binding mediation shall be made by both parties.
- 10.3. Should the issue not be solved within thirty (30) days from the written description, the respective party may address the ordinary courts in Thailand.

11. Severability and Prevailing Language

If any provision of these CONDITIONS or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the CONDITIONS which can be given effect without the invalid provisions or applications and to this end the provisions of these CONDITIONS are declared to be severable. These CONDITIONS are made in two languages, English and Thai. In case of differences in interpretation and terminology, the English version shall prevail.