

Terms & Conditions of Southeast Asia Link Co., Ltd. (SEAL)

Situation: July 2007

1. Validity

All quotations, order confirmations, deliveries, invoices and other services of SEAL are exclusively valid under the Terms & Conditions stipulated hereunder, unless explicitly different agreements were made in writing.

With placing of order the client accepts the Terms & Conditions of SEAL. Different terms and conditions, mainly purchasing conditions require the explicit and written confirmation of SEAL for its validity.

In case one or more of the following Terms & Conditions become fully or partially invalid, all other Terms & Conditions maintain their validity.

2. Quotations / Offers

Quotations, offers that were made without firm specifications / samples (dimensions, material, colors, finishings etc.) are strictly valid as a price indication quote only. Offers become legally binding only with the order confirmation.

Quotations without an indication of validity are valid for a maximum of 30 days.

3. Order

Only the written order of the client respectively the written order confirmation are binding for the execution and delivery of the order.

4. Execution of Order

SEAL executes all orders, unless otherwise agreed upon in writing, on the base of the printing data and specifications delivered or transferred by the client.

Data / patterns are to be submitted according to the project specific parameters and data formats.

In case the client provides data / patterns in other formats than defined by SEAL, SEAL cannot warrant an accurate execution of the order.

The client assumes full responsibility for the completeness and accuracy of the data / patterns, including data transmission failures or data carrier defects for which SEAL is not responsible.

Deliveries of all kinds (this covers data carriers and data transmissions) by the client or third parties instructed by the client, are not subject to be examined by SEAL.

5. Printing Specimen / Sample / Print Proof

The client has to examine the correctness of preliminary and intermediate products that were manufactured for adjustment and/or approval. Possible corrections as well as the acceptance of the „print proof / production proof“ have to be made in writing.

The client accepts that a PDF as well as a digital proof used as „print proof / production proof“ cannot reveal all sources of possible defects. Complaints and liability claims in this context are not accepted.

6. Payment

In principle an adequate deposit or an according bank payment guarantee is required. The payment of the balance amount, unless otherwise agreed upon in writing, is due prior to the delivery of the goods.

7. Retention of Title

Until the full payment of all products and services supplied by SEAL, the property rights remain with SEAL.

8. Delivery

The delivery process will be arranged individually according to the requirements of the client.

As soon as the goods are handed over to a forwarding agent, carrier or a third party assigned by the client, the risk for the goods are transferred to the client. The client can request SEAL to arrange for insurance cover of the delivery at the client's expense.

9. Delivery Dates

As a basic principal, delivery dates / deadlines are without commitment. Delivery deadlines for the completion of an order stated in quotations and order confirmations are based on the actual planning situation and are only valid as of the point in time when the client has completed all of the following conditions and they are all available to SEAL:

- written order with complete specifications
- agreed deposit payment
- written approval of the „print proof / production proof“ or a written instruction by the client to use the delivered data without changes.
- data / patterns that are fit for further processing

In case defects on data / patterns are detected after confirmation of a delivery date, SEAL is no longer committed to the deadline. If a delay in delivery is not the fault of SEAL, e.g. work stoppage, strike, force majeure, war, shortage of energy or material, delays and breach of contracts by third parties (e.g. suppliers, sub-contractors, etc.), the client is not entitled to step back from the contract / order and cannot make SEAL liable for any damages.

10. Excess / Short Deliveries

Due to various factors influencing the printing / production process, excess and short deliveries can occur. Therefore SEAL considers an order as completed if the overruns / short deliveries are not more than 10% of the original order. Within this tolerance, SEAL is entitled to invoice the client accordingly.

11. Prices & Charges

The SEAL products and services are charged in accordance with the confirmed prices of the according order confirmation.

Unless otherwise stipulated the SEAL prices are exclusive of the Thai VAT (Value added tax). On sales within Thailand the client has to pay the VAT according to the prevailing rate. On export shipments the client does not have to pay any Thai VAT, whereas the definition of export shipment is that SEAL is the exporter and the entire product contents and quantity of the related commercial / shipping documents have to pass through the Thai customs clearing process (EDI).

Alterations of data / specifications brought about by the client, respectively processing of data / patterns will be invoiced separately according to time and effort.

SEAL has the right, but is not bound, to independently and without consultation of the client carry out necessary preparation work mainly on the supplied or transferred client data, if those are in the economical interest of the client or contribute to the adherence of the production deadline of the order. This kind of work will be charged in accordance with actual time and efforts spent. If these extra costs exceed 10% of the order (quotation price), the approval to charge for the excess cost over and above 10% of the order value needs to be obtained from the client.

SEAL is entitled to invoice the the client for the development of specifications, creation / editing of drawings, sketches, design proposals, originals, samples and photography including the shipping thereof, even without specific client order.

12. Liability

The client has to check the delivered products as well as samples and intermediate products sent for correction and/or approval and make sure that they are according to the agreement. With the approval of the digital / print proof respectively the approval of the product sample, the risk for possible undetected mistakes are transferred to the client, unless the mistakes occurred in the following production process. Defects have to be reported immediately in writing, latest within 10 days after receiving the goods.

If the client did not request a digital / print proof or a production sample for approval, SEAL is free of any liability.

Partial defects on delivered goods do not entitle to claim the entire delivery.

In case of justified claims, which reached SEAL within the stipulated time frame and are clearly and without doubt the responsibility of SEAL, SEAL undertakes whenever possible to carry out the according corrective measures or replacement within an adequate time. In all other cases an according credit note will be issued. Further claims by the client – irrespective for whatever reasons – are excluded. For damages that do not concern the delivered product, SEAL does not assume any liability. This exclusions covers particularly lost profits and other damages to assets of the client and also includes all damages, which are caused by SEAL production partners, representatives and helpers.

For delayed delivery that is clearly and evidently caused by SEAL, SEAL will only be liable to the maximum value of the goods, and only in the case if the delivery date was confirmed by SEAL in a written order confirmation.

Return shipments of all kinds have to be coordinated with SEAL. Return shipments that were not agreed will be rejected. For an agreed return shipment SEAL will only replace the least expensive transportation mode.

Small deviations in color and weight of the materials as well as nuances with printing colors remain reserved. With colored reproductions in all printing technologies small differences from the original cannot be rejected. Due to technical factors the same applies to comparisons between samples (e.g. digital / print proofs, production samples, etc.) and the final product.

If the client or third parties alter the delivered goods, all liability will be declined.

SEAL cannot be made liable for consequential damages of accepted product deliveries.

13. Data and Order Documentations

Data and order documentations sent to SEAL will exclusively be stored for single processing and are generally considered as one-way / disposable material. Objects sent and handed over by the client, particularly samples, data and data carriers, will only be stored after the product completion date if a written arrangement with according compensation was made. If these items have to be insured and no specific accord was stipulated in the arrangement, the client will be responsible for such insurance cover. Any claims against SEAL for damage or loss, irrespective of whatever reason, are excluded.

14. Business Practise and Copyright

In the day to day work SEAL applies the business partice of the industry (e.g. no liability to submit intermetiate products such as artworks, data, lithographs, plates, etc. that were made to produce the agreed final product), unless otherwise specifically agreed in writing.

For creative work provided by SEAL on behalf of the client, particularly graphic designs, picture and text marks, layouts, etc. all rights (copyright) remain with SEAL. The Copyright can be transferred to the client or a third party against remuneration, if it is agreed in writing. In such a case the rights will only be transferred to the client or a third party once the complete remuneration was received by SEAL.

15. Governing Law

The legal relationship shall be governed by and constructed in accordance with the laws of Thailand. All disputes arising in connection with a legal relationship shall finally be resolved by arbitration in Thailand in accordance with the Arbitration Rules of Thailand International Arbitration Centre by one or more arbitrators appointed in accordance with the said Rules.

These Terms and Conditions were issued in German and English version. In case of dispute between the two languages the German version shall prevail over the English version.