

JINI SCM (THAILAND) CO. LTD
TANK CLEANING & SERVICES THAILAND CLEANING, REPAIR,
PERIODIC TESTS, STORAGE, HANDLING GENERAL DELIVERY;
PAYMENT & STANDARD TERMS AND CONDITIONS

Article 1: Applicability

1.1 These Terms & Conditions apply to all cost and/or email quotations issued by **JINI SCM (THAILAND) CO. LTD Divisions Cleaning, Repair, Periodic Tests, Storage, Handling & General Delivery**, hereinafter to be stated as

JINI SCM (THAILAND) CO. LTD, for the sake of brevity and abbreviation, to all agreements concluded by those service availing Companies and to all agreements that may result therefrom.

1.2. The service provider party/supplier is **JINI SCM (THAILAND) CO. LTD**, applying these Terms & Conditions, and is referred to as the Supplier'. The counterparty is referred to as 'the Client'.

1.3. The Standard Terms & Conditions (STC), cited hereafter, will thus, be treated as a contract between the Supplier (as **JINI SCM (THAILAND) CO. LTD**) and 'The Client' (as Tank Leasing or Tank Operating Company or Tank Owner/Agent; as the case may deem fit).

1.4. In the event of any conflicts between the substance of the agreement(s) concluded between The Client and The Supplier on the one hand and these Terms & Conditions on the other, the provisions set out in these Terms & Conditions will always have absolute precedence, governance & applicability both direct and implied.

1.5. The Client agrees, confirms and concurs wholly to this STC; when The Client decides to use the services provided, offered and executed by The Supplier; which is available for perusal anytime for anyone, whether actually using and/or proposing to use the services provided by The Supplier; which, in effect, has been openly posted on The Supplier's website, can be obtained by any such prospective and/or concurrent Client; even upon; special request to The Supplier.

1.6. All subsequent acts, deeds, communication and decisions that may be so taken by The Supplier will be adhered by the above point (1.4); as cited above, and The Customer agrees to this expressly.

Article 2: Cost Quotes

2.1. No obligations are attached to any cost quotes.

2.2. If, The Client supplies the Supplier with data, drawings etc., the Supplier may rely on their accuracy and shall base the tender on that information. Provision of inaccurate, fake, distorted and partially missing data, which The Supplier has no responsibility to check & confirm, and whereas, such obliteration or authenticity is not The Supplier's responsibility, in any manner whatsoever; absolves The Supplier from any costs and consequences thereof; for which The Client is solely responsible and has to absorb any & all costs, whether direct and/or inadvertent; fully and with no scope of any waivers, discounts or reductions.

2.3. All prices specified in the cost quotes are based on delivery ex works, in accordance with the Incoterms 2011. Prices are stated exclusive of VAT and packing materials.

2.4. If the cost or quotes is not accepted, and The Supplier irrespective of such non-acceptance, nonetheless proceeds to send its assets for service, cleaning repairs etc. to The Supplier's site(s), in such case, The Supplier, is anyway entitled to charge The Client for all costs incurred in order to complete the activity, as is; and The Client, thereby, automatically agrees to pay such monies to The Supplier.

Article 3: Intellectual property rights

3.1. Unless agreed otherwise in writing, The Supplier retains the copyrights and all industrial property rights to all costs & quotes, designs submitted, illustrations, drawings, trial models, programs, etc.

3.2. The rights listed in Article 3.1 remain the property of The Supplier, regardless of whether costs have been charged to The Client for their production. The relevant information may not be copied, used or shown to third parties without The Supplier's explicit prior written consent. The Client will be liable to pay the Supplier a penalty for each instance of violation of this provision, to the amount of THB (Thai Baht) 12, 25, 000.00.

This penalty may be demanded by The Supplier to The Client; in addition to any compensation damages awarded by law.

3.3. The Client must return all data provided as meant in Article 3.1 on demand, within the period specified by the Supplier. If this provision is violated, the Client is liable to pay the Supplier a penalty of THB 52, 500 per day.

This penalty may be demanded in addition to any compensation damages awarded by law.

Article 4: Advice, designs and materials

4.1. The Client cannot derive any rights from advice or information provided by the Supplier that has no direct bearing on the engagement.

4.2. The Client is responsible for all drawings, calculations and designs made by or on behalf of the Client, and for the functional suitability of all materials prescribed by or on behalf of the Client.

4.3. The Client indemnifies The Supplier for any claims from third parties arising in connection with the use of the drawings, calculations, designs, materials, samples, models, etc. provided by or on behalf of the Client.

4.4. The Client may examine (or arrange for the examination of) the materials that the Supplier intends to use before they are processed, at the Client's own expense. Any damages incurred by The Supplier as a result are for the Client's expense.

Article 5: Delivery times

5.1. The delivery deadline and/or work period stated by The Supplier are estimated times, and The Supplier, cannot and will not be held against those estimated times as abject times.

5.2. In determining delivery deadlines and/or work periods, The Supplier assumes that the engagement can be carried out under the circumstances as they are known to The Supplier at that moment; and obviously; The Supplier cannot and will not predict near future circumstances, in relation to the work in concern.

5.3. Delivery deadlines and/or work periods do not commence until the Parties have agreed on all commercial and technical details, all necessary data, final and approved drawings, etc. are in The Supplier's possession, the payment or instalment agreed has been received and the conditions necessary for the performance of the engagement have been met.

5.4. a. In the event of circumstances that are different to those known to The Supplier when the delivery deadline and/or work period were determined, The Supplier may extend the delivery deadline and/or work period by the time that is required in order to perform the engagement under those circumstances. If the work cannot be fitted into The Supplier's work schedule, it will be carried out as soon as The Supplier's schedule permits.

b. In the event of contract extras, the delivery deadline and/or work period will be extended by the time required to supply (or arrange for the supply of) the materials and parts necessary for those contract extras and to carry out the contract extras. If the contract extras cannot be fitted into The Supplier's work schedule, they will be carried out as soon as The Supplier's schedule permits.

c. In the event that The Supplier's obligations are suspended, the delivery deadline and/or work period will be extended by the duration that the obligations are suspended. If resumption of the work cannot be fitted into The Supplier's work schedule, the work will be carried out as soon as The Supplier's schedule permits.

d. The Client cannot pressurize The Supplier to transgress normal request; and The Supplier will not comply beyond permitted leverage, as per The Supplier's discretion, over which The Client holds no rights whatsoever.

e. In the event of weather conditions that prevent work being carried out; the delivery deadline and/or work period will be extended by the resulting delay, based on The Supplier's time discretion; which will be binding.

5.5. If the delivery deadline and/or work period agreed is exceeded, that circumstance does not in any instance entitle The Client to compensation for damages, under any circumstances whatsoever.

Article 6: Transfer of risk

6.1. Deliveries are made ex works, in accordance with the Incoterms 2011; the risks attached to the object are transferred at the moment that the Supplier makes the object/asset available to the Client.

6.2. The provisions of Article 6.1 notwithstanding, The Client and The Supplier may agree that The Supplier will arrange transport. The risks attached to the storage, loading, transport and unloading; will remain with The Client in such instances. The Client may take out and/or is free to consider insurance to cover those risks, at The Client's expense.

6.3. In the event that objects are to be exchanged and the Client continues to use the exchangeable object/asset, while awaiting delivery of the new object, the risks attached to the exchangeable object will fully remain with The Client until the moment that possession of the object has been relinquished to The Supplier fully, and a due interchange document has been sought by The Client from The Supplier; in absolute change of custodial responsibility.

Article 7: Price changes

7.1. The Supplier may charge any increases in cost-determining factors that arise after the agreement is concluded to the Client if the performance of the agreement has not been completed at the moment of the increase.

7.2. The Client is obliged to pay the price increases as meant in Article 7.1 at the same time as the principal sum or the next instalment is paid.

7.3. If The Client provides goods and the Supplier is prepared to use those goods, the Supplier may charge up to 15% of the market price of the goods provided, towards process charges at The Supplier's end.

Article 8: Impracticability of the engagement

8.1. The Supplier is entitled to suspend the fulfilment of any obligations if any circumstances that could not be foreseen when the agreement was concluded and that are beyond The Supplier's influence temporarily prevent the fulfilment of those obligations.

8.2. Circumstances that The Supplier could not foresee and that are beyond The Supplier's influence are understood to include (but are not limited to) the circumstance that The Supplier's own suppliers and/or subcontractors fail to meet their obligations, or fail to do so in time, the weather, earthquakes, fire, any other force majeure, loss or theft of tools, the destruction of materials to be processed, road blocks, strikes or work stoppages and restrictions on import or trade.

8.3. The Supplier is no longer entitled to suspend the fulfilment of any obligations when the temporary impossibility of performance has lasted for more than six months. The agreement may not be dissolved until that term has lapsed, and only in respect of those obligations that have not been fulfilled. In that event, the Parties are not entitled to any compensation for damages incurred as a result of that dissolution.

Article 9: Scope of the work

9.1. The Client is responsible for ensuring that all licences, permits, dispensations and other administrative decisions that are needed to carry out the work are obtained in time.

9.2. The price for the work does not include the following:

- a. the costs of earthwork, pile driving, demolition, foundation work, cementing, carpentry, plastering, painting, wallpapering, repairs or other construction work;
- b. the costs of connecting gas, water, electricity or other infrastructural facilities;
- c. the costs of preventing or limiting damages to any objects situated on or near the work site;
- d. the costs of disposing of materials, building materials or waste products; any materials either liquid or gas still present in the object/asset/tank container to be repaired will be removed by The Supplier for account of The Client in an acceptable way for the environment and taking into account the legal requirements in this respect;
- e. hotel and travelling expenses, or any other such related costs.

Article 10: Changes to the work

10.1. Any changes to the work will result in contract variations in at least the following instances:

- a. if the design or the specifications change;
- b. if the information provided by The Client does not match the actual situation;
- c. in the event of deviation from estimated quantities by more than 10%.

10.2. Contract extras will be charged based on the value of the cost-determining factors as at the moment that the contract extra is performed.

Contract deductions will be settled based on the value of the cost-determining factors as at the moment that the agreement was concluded.

10.3. If the value of the contract deductions exceeds that of the contract extras, The Supplier is entitled to charge the Client for 10% of the difference upon final settlement. This provision does not apply to any contract deductions based on requests from The Supplier.

Article 11: Performance of the work

11.1. The Client is responsible for ensuring that The Supplier can carry out the activities without interruption and at the times agreed on an estimated basis, and that The Supplier has access to the necessary facilities when carrying out the activities, such as:

- gas, water and electricity;
- heating;
- lockable and dry storage space;
- other utilities;
- all facilities required by the laws and regulations governing working conditions.

11.2. The Client is liable for all damages, including those resulting from loss, theft, burning or harm, to objects belonging to the Supplier, the Client and/or any third parties, such as tools and materials intended for use in the work that are located on the site where the activities are carried out or at another agreed location.

11.3. If the Client fails to fulfil the obligations as set out in Article 11.1 and 11.2, and that failure causes delays in the performance of the activities, the activities will be carried out as soon as the Client as yet fulfils those obligations and when the Supplier's schedule permits. The Client is liable for all damages that the Supplier incurs as a result of the delay.

Article 12: Completion of the work

12.1. The project will be deemed to have been completed when:

- a. The Client has approved the work;
- b. The Client has put the work into use by any custodial change from The Supplier's site to any party that The Client has nominated for effecting such a change. Such a custodial change will be deemed to be construed expressly that the work to have been completed;
- c. The Supplier has notified the Client in writing that the work is finished and The Client has not communicated, within 3 working days after such a notification from the Supplier's side, whether or not the work has been approved;
- d. The Client does not approve the work on grounds of minor defects or missing parts that might have been caused after the custodial change from The Supplier's site to any other nominated party of The Client. The Supplier, in such cases, is not responsible or any consequential costs thereof.

12.2. If the Client does not approve the work, the grounds on which the approval is withheld must be communicated to the Supplier in writing, before a custodial change takes place. Any non-approval after custodial change will not be deemed as a correct case by The Supplier for any further action from The Supplier's side.

12.3. If the Client does not approve the work, the Supplier must be given another opportunity to complete the work. The provisions set out in this Article apply anew. Likewise, all costs will also apply anew and The Supplier reserves full rights to charge the same to The Client, and The Client agrees to pay all charges in full, in order that The Supplier will act on further for that particular matter.

12.4. The Client indemnifies the Supplier against all claims from third parties for damages to parts of the work, spills, accidents, leakages, damages, loss etc. after custodial change from The Supplier to a party nominated by The Client.

Article 13: Liability

13.1. The Supplier is liable for all damages that the Client incurs that stem directly and exclusively from a shortcoming attributable to the Supplier, before any custodial change from The Supplier's site. However, only those damages for which The Supplier is insured, or should within reason have been insured, qualify for compensation.

13.2. If, when the agreement is concluded, it is impossible for The Supplier to take out insurance as meant in Article 13.1, or impossible to do so at reasonable conditions, or if it is subsequently impossible to renew the insurance policy at reasonable conditions, The maximum compensation payable for damages is the amount that the Supplier charged for the agreement in question (exclusive of VAT).

13.3. The following damages do not qualify for compensation:

- a. trading losses, including losses caused by delays and loss of profits. The Client should take out insurance to cover such damages, if such is deemed desirable;
- b. supervision damages, which are understood to include damages caused, during or as a result of the performance of the work, to objects on which work is being carried out to objects situated in the vicinity of the work site. The Client should take out insurance to cover such damages, if such is deemed desirable;
- c. damages caused by intent or gross negligence on the part of helpers or non-management or contract employees of The Supplier.

13.4. The Supplier is not liable for damages to materials provided by or on behalf of The Client that result from improper processing. At The Client's request, the Supplier will repeat the process, using materials provided by the Client, at the Client's expense.

13.5. The Client indemnifies the Supplier against all claims from third parties for product liability stemming from defects in products provided by The Client to third parties that consisted of or included products and/or materials provided by The Supplier.

Article 14: Guarantees

14.1. The Supplier guarantees the proper performance of the product or service stipulated for a period of one month after delivery or completion, for products provided by The Supplier.

14.2. If the product or service stipulated consists of contract work, the Supplier guarantees the soundness of the construction delivered and the materials used, if The Supplier was at liberty to choose those materials, for the period specified in Article 14.1.

If the construction delivered and/or the materials used prove to be unsound, The Supplier will make the necessary repairs or replacement, only if The Client points out the same through a 3rd Party & Independent Survey/Inspection agency prior to custodial change from The Supplier's site. If those parts, are to be provided by The Client, those parts that are to be repaired at The Supplier's place of business or are to be replaced by The Supplier must be sent to the Supplier carriage paid. Disassembly and assembly of those parts, plus any extra costs, are for The Client's account.

14.3. If the product or service stipulated (partly) consists of the processing of materials provided by The Client, for which The Client is fully responsible for quality and longevity, The Supplier does not guarantee any proper processing for the period specified in Article 14.1.

If any processing proves to have been performed improperly, which has to be corroboratively proved by The Client through the appointment of a certified & independent 3rd party Survey/Inspection agency, not part of any Competitor of The Supplier in Thailand, before any custodial change from The Supplier's site; The Supplier will do one of the following, at The Supplier's discretion:

- repeat the process, in which case The Client must provide new materials, at The Client's own expense;
- repair the shortcoming, in which case The Client must return the materials to The Supplier carriage paid;
- provide no credit the Client for a proportionate part/full amount of the invoice.

14.4. If the product or service stipulated consists of the delivery of an object provided by The Supplier, the Supplier guarantees the soundness of the object delivered for the period specified in Article 14.1.

If the delivery proves to have been defective, before custodial change, the object must be sought by The Client to be changed. The Supplier will then elect either:

- to repair the object;
- to replace the object;

14.5. If the product or service stipulated (partly) consists of the fitting and/or assembling of a delivered object, the Supplier guarantees the soundness of the fitting and/or assembly for the period specified in Article 14.1.

After custodial change, if the fitting and/or assembly prove to be defective, The Supplier will repair the fault. Thereby, all costs of parts, service, any hotel and travelling expenses are for The Client's account.

14.6. Parts manufactured by Factories abroad, which are commonly used in the Tank Container Industry, will directly mean that The Factory/Company abroad guarantees apply to those parts for which The Client and The Supplier agree such explicitly and in writing. If The Client has had the opportunity to examine the substance of the Factory guarantee, that factory guarantee will replace the guarantees specified in this Article, for which, The Supplier cannot be held responsible in any manner whatsoever.

14.7. In all situations, The Client must allow The Supplier the opportunity to repair any shortcomings and/or repeat the processing.

14.8. The Client may only invoke guarantees after all obligations in respect of The Supplier have been fulfilled.

14.9. a. No guarantee is given when defects are the result of:

- normal wear and tear;
- improper use;
- lack of proper maintenance;
- fitting, assembly, alterations or repairs by The Client or by third parties.

b. No guarantee is given for delivered objects that were not new when they were delivered or for objects whose use The Client prescribed or that were provided by or on behalf of The Client.

c. No guarantee is given on inspections of and/or repairs to objects belonging to The Client.

Article 15: Complaints

The Client may not invoke defects in the product or service unless a written complaint has been submitted to The Supplier within 24 hours after the defect was detected or should, within reason, have been detected. No responsibility will be applied to The Supplier, after lapse of such stipulated time.

Article 16: Failure to take delivery

In the event that The Client has not taken delivery of any object after the delivery deadline has passed, those objects will continue to remain available to The Client. Any objects of which The Client has not taken delivery will be stored for The Client's account and risk fully. The Supplier may at any time invoke the powers granted by Thai Civil Court's corresponding articles for the protection of The Supplier's interests, including asset lien, for due and complete recovery of all outstanding dues along with 14% interest on unpaid dues per annum.

Article 17: Payment

17.1. Payment must be made at The Supplier's place of business or to an account specified by The Supplier.

17.2. Unless agreed otherwise, payment must be made using one of the following methods:

- a. for counter sales: cash;
- b. for payment in instalments:
 - 40% of the total price when the engagement is granted;
 - 50% of the total price when the materials have been delivered or, if the engagement does not include delivery of the materials, upon commencement of the activities;
 - 10% of the total price upon completion;
- c. in all other instances: within thirty days after the date on the invoice.

17.3. The payment conditions specified notwithstanding, The Client is obliged, at The Supplier's request, to provide security for payment, to The Supplier's satisfaction. Failure on The Client's part to provide such security for payment within the period specified will immediately constitute default. In that event, The Supplier is entitled to dissolve the agreement and recover any damages from The Client.

17.4. The Client's right to offset any claims on The Supplier is excluded, except in the event of The Supplier's bankruptcy or if judicial debt rescheduling is applied in respect of The Supplier.

17.5. The full claim for payment is payable on demand in the following instances:

- a. if any payment deadline has been exceeded;
- b. if The Client has been declared bankrupt or insolvent;
- c. if any of the Client's assets or claims are seized;
- d. if the Client (if a company) is dissolved or wound up;
- e. if the Client (if a natural person) makes a request for judicial debt rescheduling is placed under guardianship or dies.
- f. if there is change in ownership, share holding pattern, take-over, merger, management control change or any such change, which has a part or full effect on payments and/or disbursements from The Client's side to The Supplier; whether pre-informed or not.

17.6. If payment has not been made by the payment deadline specified, The Client is immediately liable to pay The Supplier interest. Interest is payable at a rate of 14% per year, or at the statutory rate if that is higher. For the purposes of calculating the interest, partial months are counted as full months.

17.7. If payment has not been made by the payment deadline specified, The Client is immediately liable to pay the Supplier all extrajudicial costs, to a minimum of THB 15,000 for immediate closure and forthwith payment by The Client to The Supplier.

Otherwise, costs will be calculated in accordance with the following table:

over the first THB 1, 05, 000	= 15%
over the excess up to THB 2, 10, 000	= 10%
over the excess up to THB 5, 25, 000	= 8%
over the excess up to THB 21, 00, 000	= 5%
over the excess from THB 21, 00, 000	= 3%

If the actual extrajudicial costs exceed those based on this formula, The Client is liable to pay the actual costs.

17.8. If judicial proceedings are decided in The Supplier's favour, all costs incurred by The Supplier, direct, subsidiary and ancillary; in connection with those proceedings are for The Client's account.

Article 18: Retention of ownership and pledging

18.1. After delivery, The Supplier remains the owner of the objects delivered for as long as:

- a. The Client fails or will fail in the fulfilment of the obligations stemming from this agreement or any similar agreements;
- b. The Client fails or will fail to pay for any work performed or to be performed under such agreements;
- c. The Client has not paid any claims arising from non-fulfilment of those agreements, such as compensation for damages, penalties, interest and costs.
- d. If The Client, for any reason solely pertinent to The Client, and is unable to clear off the dues for a continued period of 3 years; during which The Supplier will make reminders; The Supplier, to notify The Client and fix a reasonable time for the full settlement of dues, as a final notice, after 3 years. Failing such payment fully received at The Supplier's end, The Suppliers can apply all means at The Supplier's discretion to do whatever deems prudent to recover such dues thereafter. The Client, resultantly, loses all rights over such assets over which the The Supplier has held protracted lien over 3 years.

18.2. As long as any objects are subject to retention of ownership, The Client may not encumber those objects in any way that exceeds the scope of The Client's ordinary activities.

18.3. Having invoked retention of ownership, The Supplier may retrieve the objects delivered. The Client must allow The Supplier to enter the place where those objects are located.

18.4. If the Supplier cannot invoke retention of ownership because the objects delivered have been subject to confusion, deformation or accession, The Client is obliged to give the newly formed objects in pledge to The Supplier.

18.5. As long as The Client did not settle any of the services rendered by The Supplier, The Supplier can invoke retention of ownership on the manipulated objects or on the materials delivered, regardless any agreement.

Article 19: Termination

If The Client wishes to dissolve the agreement without The Supplier having failed in the performance thereof and if The Supplier so agrees, the agreement will be terminated by mutual consent. In that event, The Supplier is entitled to reimbursement for all financial losses incurred, such as damages, loss of profits and costs.

Article 20: Applicable law and competent court

20.1. These Terms & Conditions are governed by the laws of Thailand

20.2. The Vienna Sales Convention (C.I.S.G.) does not apply to these Terms & Conditions, nor do any other international regulations whose exclusion is permitted.

20.3. Only the Thai Civil Court within whose jurisdiction the Supplier's place of business is situated is competent to pass judgment on disputes, regardless of any & all odds with any mandatory rules of international law. The Client is not entitled to deviate from this jurisdiction clause and apply the statutory rules for jurisdiction.

20.4. The Parties may agree on another form of dispute settlement, such as arbitration or mediation.

Explanation and interpretation of the text of these underlying conditions shall be based on the Thai text.

JINI SCM (THAILAND) CO LTD