1. **For Purchase Order :** Seller guarantees that all products to be supplied to PTT shall be brand new and unused and shall comply with such requirements as stipulated in Purchase Order or Specifications and Attachment (if any) in every respect.

   **For Work Order :** Contractor guarantees that all products, equipment and workmanship used in the performance of the work shall be of good quality and of the kinds as stipulated in Work Order or Specifications and Attachment (if any) in every respect .

2. **For Purchase Order :** PTT reserves the right to reject products which do not meet the requirements provided in Purchase Order. Seller shall promptly recollect, find a replacement for or correct such products to ensure compliance with Purchase Order without charge or liability being incurred by PTT. The time thereby wasted shall not be taken by Seller as an excuse for extension of the time of delivery.

   **For Work Order :** During Contractor's performance of work, PTT or PTT's representative shall have the right at any time to inspect the performance by Contractor. Contractor shall facilitate and assist PTT or PTT's representative in accessing thereto.

3. Seller/Contractor shall not dispose of, transfer or assign any of its rights or obligations concerned under and/or related to this Purchase Order/Work Order to others or subcontract in whole or in part any work without prior written consent from PTT, provided that Seller/Contractor shall not be relieved from any liability or obligation under Purchase Order/Work Order and shall remain fully responsible for the work so subcontracted.

4. In the case where Seller/Contractor submits the performance guarantee, such performance guarantee shall be returned to Seller/Contractor when it fulfils all of its obligations under Purchase Order/Work Order.

5. Seller/Contractor undertakes to give a warranty against, and assume liability for, defective, unworkable or damaged products/work under the Purchase Order/Work Order for a period specified in the Purchase Order/Work Order. Such period shall commence from the day PTT duly accepts all products/work. If there exists any defect, unworkability or damage arising during the warranty period, Seller/Contractor shall, with no costs on PTT, replace or correct such deficiency within the time determined by PTT.

6. Unless otherwise provided in details attached to this Purchase Order/Work Order, a penalty for late delivery of good/work by Seller/Contractor shall be as follows:

   **For Purchase Order** : If Seller fails to deliver products within the time specified, Seller shall be liable to pay a penalty for each day of delay in an amount of 0.2% (zero point two percent) of the value of such undelivered products from the due date for delivery up to the date PTT accepts such products, provided, however, that if undelivered products have to be used in combination with or as an essential component for the products already accepted by PTT, the penalty shall be imposed in full on the cost of the entire products.

   **For Work Order :** If Contractor fails to deliver work to PTT within the time specified, Contractor shall be liable to pay a penalty for each day of delay in an amount of 0.1% (zero point one percent) of the value of such undelivered work from the due date for delivery up to the date PTT accepts such work, provided, however, that if undelivered work has to be used in combination with or as an essential component for the work already accepted by PTT, the penalty shall be imposed in full on the cost of entire work.

7. In tendering delivery under this Purchase Order/Work Order, be it tendered on a single occasion or on several occasions, Seller/Contractor shall, as stated in the Purchase Order/Work Order, notify PTT of the time of each delivery, by giving not less than 3 (three) working-day prior written notice during office hours.

   In making the determination as to whether products or work are delivered completely and correctly, Seller/Contractor agrees that PTT's sole decision shall be final.

8. Apart from the penalty under Clause 6 above, where PTT has a reasonable cause to believe that Seller/Contractor will not be able to perform obligations under Purchase Order/Work Order, PTT reserves the right to cancel that Purchase Order/ Work Order, and forfeit a performance security and claim all damages arising therefrom. If PTT has to purchase products from, or have such works completed by another person at a higher price, Seller/Contractor shall be liable to pay for the difference or the exceeding amount within 30 (thirty) days of receipt of a notice from PTT.

9. After submission of products/works on each milestone or a single milestone to PTT, PTT shall make payment to Seller/Contractor on the 30th day after the date on which PTT examines and accepts products/works under the Contract or the Purchase Order/Wok Order and the invoice has been received by PTT, unless otherwise agreed in the Contract or Purchase Order/Work Order.

10. Information obtained by Seller/Contractor from PTT shall, in all cases, be treated confidential. Seller/Contractor shall not, without prior written consent from PTT, disclose the same to a third party.

11. This Purchase Order/Work Order shall be governed by, an interpreted in accordance with, the laws of the Kingdom of Thailand.

12. Seller/Contractor, having been fully satisfied with the terms and conditions herein, append their respective signatures in this Purchase Order/Work Order, a copy of which has duly been retained by Seller/Contractor.