3.4 If invoicing of Work shall be agreed based on hourly or daily rates, travel and waiting shall be charged in accordance with the GTC. Contractors shall not be permitted to offset any purported counterclaims of the Contractor with respect to the Work.

3.8 Contractor shall not be permitted to offset any purported counterclaims of the Contractor with respect to the Work. The Contractor shall not be entitled to inspect, correct and prevent defects. In order to ensure quality, the Contractor shall maintain all requisite and reasonable insurance policies in order to cover its potential liability under any contract with GBO. In particular, the Contractor must ensure that the Deliverable at its own expense and in accordance with the Work, but the Contractor may take back the packaging and dispose of it or GBO shall be entitled to arrange for disposal to be undertaken by third parties at the risk and expense of the Contractor.

4.3 Delivery or performance prior to the agreed deadline, or partial delivery, shall only be permissible with written notice at least 5 (five) working days in advance; under no circumstances shall not grant entitlement to impose a retrospective price increase. Invoices relating to Work must moreover be accompanied by copies of the confirmed wage slips or timesheets. Invoice copies shall be marked as duplicates.

4.5 Delivery must be made at the expense and risk of the Contractor. Unless otherwise agreed in writing, the Contractor shall arrange for the settlement of damage with the carrier or forwarding agent; if delivery is not made by a third party, the Contractor shall be responsible for the settlement of damage with the carrier or forwarding agent. GBO shall not accept COD (cash on delivery) or labelling. In case of third-party claim against GBO based on defective or improper packaging, labelling and/or shipping of Deliverables, GBO shall fully indemnify and hold harmless GBO, its officials, directors, shareholders and representatives against any and all damages, including reasonable attorney's fees.

4.8 The Contractor shall ensure that the Deliverable complies with all applicable valid laws, provisions, ordinances, directives and specifications and that it complies with usual market standards. All Deliverables subject to particular product regulations, must be accompanied by a certificate of compliance, which serves to identify, correct and prevent defects. In order to ensure quality, the Contractor shall arrange for the settlement of damage with the carrier or forwarding agent; if delivery is not made by a third party, the Contractor shall be responsible for the settlement of damage with the carrier or forwarding agent. GBO shall not accept COD (cash on delivery) or labelling. In case of third-party claim against GBO based on defective or improper packaging, labelling and/or shipping of Deliverables, GBO shall fully indemnify and hold harmless GBO, its officials, directors, shareholders and representatives against any and all damages, including reasonable attorney's fees.

5.2 The Contractor shall be liable for all damages caused by defective packaging. Goods damaged during transport, the Contractor shall notify GBO in writing thereof at the least 3 (three) weeks prior to the agreed delivery or performance date.

5.7 If wood is used in packaging, it must comply with the respectively applicable standards. Changes in tax law or other changes in circumstances shall not grant entitlement to impose a retrospective price increase. Invoices relating to Work must moreover be accompanied by copies of the confirmed wage slips or timesheets. Invoice copies shall be marked as duplicates.

6.1 The formal acceptance of Work by way of countersignature by GBO on an acceptance report. In so far as Work can be subsequently no longer be inspected because the order will be subject to further processing, the Contractor shall request GBO to inspect the Work in writing. The Contractor shall not be entitled to assign claims and any rights arising from this GTC to a third party without GBO's prior written consent. Any assignment of any rights without GBO's prior written consent shall be null and void. Invoices relating to Work must moreover be accompanied by copies of the confirmed wage slips or timesheets. Invoice copies shall be marked as duplicates.
11. Warranty, indemnification and liability

11.1 The Contractor represents and warrants that Deliverables:
- are free and clear of all liens, security interests, claims and encumbrances;
- do not infringe upon the intellectual property rights of any third party;
- comply with the agreed specifications and requirements, hold all relevant and applicable laws, ordinances, directives and specifications and meet the usual market standards, in particular statutory accident-prevention rules and safety rules.

11.2 The Contractor represents and warrants that Work:
- is performed in a professional and workmanlike manner in full compliance with all relevant written descriptions, specifications, requirements and representations;
- is performed in a professional and workmanlike manner in full compliance with all relevant written descriptions, specifications, requirements and representations.

11.3 In case the Contractor has defects in the Goods (even after delivery), Contractor shall immediately notify GBO of such defects. Such notification shall be accompanied by all relevant written data, such as in particular the nature of the defect and the affected and ordered parts of the products.

11.4 Unconditional formal acceptance of the Deliverables does not waive Contractor’s obligation to comply with the warranties set forth herein and GBO’s rights in connection herewith.

11.5 The warranty period shall be 2 (two) years with effect from the date of transfer of risk, unless otherwise stated in the contract or written acceptance confirmation.

11.6 If a Deliverable does not comply with the representations and warranties or GBO’s requirements, if safeguarding rules or other protective provisions are not observed, or if the Deliverables are defective, then irrespective of the severity of the defect, GBO shall be entitled to demand (at its own discretion) cancellation of the purchase contract, reduction of the purchase price (reduction), remedy of defect free of charge (rectification) or replacement delivery free of charge. If GBO requests rectification, the Contractor shall immediately remedy the defects at its own risk and expense. Upon request from GBO, the Contractor shall immediately notify GBO of such defects. Such notification shall be accompanied by all relevant written data, such as in particular the nature of the defect and the affected and ordered parts of the products.

11.7 The Contractor is obliged to take all possible and reasonable measures to fulfil his contractual obligations (e.g. to procure necessary parts elsewhere, to find alternative means of transport, to take the greatest possible preventive measures).

11.8 If defects cannot be remedied on site, transportation costs shall be borne by the Contractor.

11.9 The Contractor shall not be entitled without GBO’s express consent to make any changes whatsoever to the Deliverable, in particular:
- Changes with regard to specification of the Deliverable
- Changes with regard to composition of raw materials
- Changes with regard to origin of raw materials which have an impact on the quality of the components and/or the quality of GBO’s end product
- Changes in relation to certification status
- Changes regarding to packaging of the Deliverable.

11.10 The Contractor undertakes at all times during a contractual relationship with GBO to comply with the Greiner Code of Conduct for Suppliers and Business Partners, available at [www.greiner.com]/[Greiner Code of Conduct_EN_web.pdf]as amended, plus all applicable laws and provisions as well as the anti-trust, competition and anti-corruption laws. Neither the Contractor, nor those of its representatives acting in their own behalf or on behalf of the Contractor, shall make or offer improper payments or gifts in either direct or indirect form to third parties, including their employees or executives, or to public officials, representatives of a governmental agency or authority or those of a political party or a candidate of the latter. The Contractor undertakes that its own suppliers shall comply with the comparable principles to those of the Greiner Code of Conduct. GBO reserves the right to audit the
15. **Property rights**

15.1 Documents of all kinds, such as descriptions, samples, drawings, models, tools, moulds and other items which GBO has made available to the Contractor, remain the sole and exclusive property of GBO.

15.2 The Contractor may neither use such documents for its own purposes nor make such available to third parties, to the extent not directly connected with the performance of the order. Without the written consent of GBO, such documents shall be automatically returned complete including any copies thereof, at the latest once they are no longer required by the Contractor for the purpose of performance and delivery, or after a corresponding request from GBO. All costs incurred shall be free of charge to GBO.

15.3 The said documents must be checked by the Contractor immediately upon receipt. Any deterioration thereof shall only be permissible with the written consent of GBO. If such documents contain technical or other defects, the Contractor must notify GBO thereof as soon as such defects are identified.

15.4 The Contractor shall be liable for ensuring that no property rights of third parties are infringed by GBO as a result of the Contractor’s performances or as a result of use of Deliverables acquired from the Contractor. The Contractor undertakes to fully indemnify and hold GBO harmless in the event of any infringement of property rights of third parties.

15.5 In so far as licences are required, the Contractor shall procure them at its own expense.

16. **Sub-suppliers**

16.1 The Contractor undertakes to inform GBO in writing of all sub-suppliers who support the Contractor in fulfilment of contractual obligations. Sub-suppliers not named in the contract or order must be approved by GBO in writing, which approval shall not be unreasonably refused.

16.2 When GBO gives its consent, the Contractor must ensure that sub-contracts enable the Contractor without limitations to fulfil its obligations in relation to GBO.

16.3 The Contractor shall ensure that GBO is entitled to inspect Works undertaken for the purpose of fulfilling contractual duties at Contractor’s and/or sub-supplier’s place of business any time, and to obtain information on the current status of Work on site.

16.4 Irrespective of which party supplies the Deliverables, the Contractor shall always be deemed the responsible contracting party. At any time, any approval of a sub-supplier granted by GBO shall not release the Contractor from its obligations in relation to GBO under the contract.

17. **Access**

17.1 When entering GBO’s place of business, the Contractor comply with GBO’s applicable safety rules. GBO shall provide Contractor with a copy of the safety rules prior to Contractor visiting GBO’s facility.

17.2 Subject to reasonable prior notification to the Contractor, Contractor shall grant GBO access to the Contractor’s place of business during normal business hours in order to allow GBO to inspect Work in connection with the contractual Deliverables.

18. **Confidentiality**

18.1 The Contractor undertakes to maintain the confidentiality of all technical and commercial data relating to GBO which is disclosed directly or indirectly by GBO in respect of a possible joint business relationship, including all information relating to plans, timetables, technical data, constructions, drawings and all information relating to sales, pricing, research and development, finance, construction, manufacture, quality, design, intellectual property, plant and processes, employees, customers, suppliers and other persons with which GBO has a business association, in so far as the same is not generally known.

18.2 For the purpose of fulfilling its contractual duties, obligations and other tasks, the Contractor may only use such persons whom it has verifiably and expressly placed under a duty to observe confidentiality prior to commencement of their activity.

18.3 The duty to maintain confidentiality in respect of all data and business and/or trade secrets shall continue to exist also following the end of the contractual relationship, without restriction; it shall also extend to such data and business and/or trade secrets which are entrusted to the Contractor/ined another person to in clause 18.2 on the occasion of further contractual negotiations to be conducted or which are otherwise rendered accessible, even if such negotiations should not lead to conclusion of a contract.

18.4 Disclosure of confidential information shall not constitute transfer of know-how or property rights nor any related granting of licence. The Contractor shall not be entitled to file property rights of any type whatsoever in connection with any confidential information obtained directly or indirectly from GBO.

18.5 No rights, in particular, no rights of prior use, shall be asserted against GBO regarding applications for industrial property rights from the knowledge of confidential information made available or provided to the Contractor.

19. **Place of performance, place of jurisdiction and choice of law**

19.1 Unless agreed otherwise in Section 4 of these GTC or any contract subject to these GTC, place of performance for Deliverables supplied by the Contractor shall be the place of performance as stipulated by GBO.

19.2 Place of jurisdiction for all disputes arising out of or in connection with these GTC and the contracts subject to these GTC shall be the competent court in Thailand. Contractor hereby unreservedly consents to the exclusive personal jurisdiction of such courts. Contractor waives any objection based on forum non-conveniens or any objection to venue or place of action. The Contractor hereby consents to the right to institute legal proceedings before the court having competence with regard to the registered office of the Contractor.

19.3 These GTC and all contracts subjects to these GTC shall be governed by the laws of Thailand, without regard to its conflict of law principles. Neither the United Nations Convention on International Sale of Goods (CISG) nor any other existing or future bilateral or international treaties shall be applicable.

20. **Miscellaneous**

20.1 Any orders, transactions and calls-offs, amendments and additions thereto and amendment of the underlying contract between GBO and the Contractor or any new agreements between GBO and the Contractor. Furthermore, GBO shall assume no liability for making payments such as wages, daily allowances, income tax, social-security contributions and insurance contributions. The Contractor shall fully indemnify GBO and hold harmless GBO in this regard.

20.2 Each of the parties warrants to the other party that it duly complies with its obligations under the Personal Data Protection Act B.E. 2562 as well as all other applicable regulations concerning data protection.

20.3 All business correspondence shall be conducted exclusively with GBO’s purchasing department.

20.4 The Contractor is not entitled to assign any claims to third parties arising out of or in connection with any contract with GBO without GBO’s prior written consent and any assignment in violation of this provision is null and void.

20.5 Any order and contracts executed between GBO and the Contractor shall remain binding, also in the event that any individual terms of the contract or of these GTC should be legally invalid. If a provision of these GTC or of any contract subject to these GTC is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of these GTC, nor the validity or enforceability of any other provision of these GTC. The invalid provision shall be replaced in good faith with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

20.6 Any order and contracts executed between GBO and the Contractor shall remain binding, also in the event of non-compliance, GBO reserves the right to terminate any order subject to these GTC at any time and with immediate effect by written notice to the Contractor.