



1. **For Purchase Order** : Seller guarantees that all materials 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 materials, 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 materials which do not meet the requirements provided in Purchase Order. Seller shall promptly recollect, find a replacement for or correct such materials 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 materials/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 materials/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 material/work by Seller/Contractor shall be as follows:
For Purchase Order : If Seller fails to deliver materials 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 materials from the due date for delivery up to the date PTT accepts such materials, provided, however, that if undelivered materials have to be used in combination with or as an essential component for the materials already accepted by PTT, the penalty shall be imposed in full on the cost of the entire materials.
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 materials 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 materials 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. Unless otherwise agreed in Purchase Order/Work Order, PTT shall make payment to Seller/Contractor within 30 (thirty) days following the date PTT accepts materials or work on each occasion or a single occasion under Purchase Order/ Work Order. Seller/Contractor shall submit an invoice together with appropriate supporting documents to PTT within 15 (fifteen) days of PTT's acceptance of such materials or work. If Seller/Contractor submits the same later than such period, the payment due date shall be extended for a period equal to the number of days of such delay.
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.