



Sigma Machinery (Thailand) Co., Ltd

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TERMS OF SALES

Article 1 - Applicability

Placing an order implies the BUYER's full and unreserved acceptance of these terms.

general conditions of sale to the exclusion of all other documents such as documents or sheets

technical data, issued by SIGMA MACHINERY and which have only an indicative value.

Any contrary, additional or other condition posed by the BUYER is therefore, failing this,

of written acceptance, unenforceable against SIGMA MACHINERY, regardless of when it may have been

brought to his attention. The fact that SIGMA MACHINERY does not avail itself at any given time of

any of these general conditions of sale or purchase of the BUYER cannot be interpreted as a waiver of the right to subsequently avail itself of any of the said terms.

Article 2 - Order taking

SIGMA MACHINERY communicates to the BUYER a quote / Proforma including in particular the nature

of the products and/or services selected by the BUYER, their price, their delivery times and

of realization, a period of validity of the offer. Orders are then formalized by signing

of a purchase order or by an order by the customer including the elements of the quote / Proforma

or by the quote / Proforma issued by SIGMA MACHINERY signed by the BUYER or by the issuance of a

purchase order. In the case of a complex order, the purchase order may be

accompanied by specifications which will be signed and dated by the BUYER for acceptance.

The acknowledgment of receipt of the order issued by SIGMA MACHINERY gives a firm and

definitive on the order subject to payment of the possible initial deposit by the BUYER.

As long as the order acknowledgment is not issued by SIGMA MACHINERY, the order is not

not recorded.

The benefit of the order is personal to the BUYER and cannot be transferred without the written agreement and

prior notice from SIGMA MACHINERY.

In the case of different payment and delivery conditions between the Proforma and the purchase order

order, the Proforma invoice / quote will give times due to the BUYER's order

Article 3 - Modification of the order

No modification or cancellation of an order may be requested by the BUYER for any reason

whatever reason, after the issuance of the order acknowledgment by SIGMA MACHINERY

Otherwise SIGMA MACHINERY reserves the right to claim damages.

and interest and on the other hand to retain, if applicable, the installment(s) already paid as compensation to

the exclusion of cases of force majeure or fault of SIGMA MACHINERY

Article 4 – Prices

The quote issued by SIGMA MACHINERY mentions the prices in force and their validity period linked to that

of the offer and which runs from its issue date. Any discount, rebate, rebate or rebate is

must then be mentioned on the order acknowledgment and included on the invoices,

this being a legal obligation.

Article 5 - Delivery - Terms

Delivery to site is formalized by a delivery note which will provide proof of receipt.

Without prejudice to the arrangements to be made with the carrier, complaints about defects

apparent or on the non-conformity of the material delivered to the material ordered or to the slip

shipping must be made by the BUYER by registered letter or by email with notice of receipt within two (2) days of receipt of the materials. Non-compliance must be accompanied by an inspection report and photos of the non-compliant material.

It is up to the BUYER to provide any justification as to the reality of the defects or anomalies.

observed.

He must allow SIGMA MACHINERY every opportunity to identify these defects or

anomalies and to remedy them. He will refrain from intervening himself or involving a third party in this

especially in the event of incorrect assembly.

Article 6 – Delivery – Deadlines

SIGMA MACHINERY undertakes to deliver the products as quickly as possible according to its possibilities

supply and transport and the availability of partners. These deadlines have a character

indicative and are specified to the BUYER in the order acknowledgment. Exceeding these

delays may in no case give rise to withholding or cancellation of the order or any other

order in progress, or the payment of damages of any nature whatsoever. In

in all cases, SIGMA MACHINERY may be released from its obligation to deliver due to the occurrence

of an event of force majeure, unpredictable and irresistible and without this being able to give rise to the

payment of damages.

Delivery can only take place if the BUYER is up to date with all his obligations towards SIGMA

MACHINERY, whatever they may be, even if they are external to this contract.

Article 7 – Return conditions

Any return of equipment must be subject to prior written agreement from SIGMA MACHINERY

Any material returned without this agreement will be kept at the disposal of the BUYER who

will assume the risks regardless of the location where this material is located, on the other hand will not be able to do anything

the object of an asset. In this written agreement, SIGMA MACHINERY will specify who bears the costs of

back. In the event of an apparent defect or non-conformity of the equipment delivered and installed, duly noted by

SIGMA MACHINERY and exclusively attributable to SIGMA MACHINERY The BUYER will be able to obtain the

replacement or repair of the equipment free of charge or reimbursement of what it already has

paid with resolution of the sale to the exclusion of any compensation or damages.

Article 8 - Liability

In any case, in the event of damage occurring due to the execution of the order or non-performance thereof in whole or in part by SIGMA MACHINERY, the liability of the latter does not

may under no circumstances be held liable for indirect damages. In case of direct damage

possible, the liability of SIGMA MACHINERY is limited to 5% of the amount excluding tax of the order. This

excludes direct damage resulting from an event of force majeure or an event attributable to

the BUYER, for which SIGMA MACHINERY will have no responsibility.

Article 9 - Regulations-Terms

The payment conditions appear in the quotes / Proforma and in the acknowledgment of receipt of

order. Depending on the nature of the order, payment may be made in one or more

deadlines. In any case, these deadlines cannot go beyond the legal deadlines.

Article 10 - Payment - Delay or Default

In the event of late payment, and in accordance with legal provisions, SIGMA MACHINERY may decide to

full right and without any other formality of the application of late payment interest which will be twice the rate

of legal interest. This interest will run from the date initially scheduled for payment until

perfect payment. A lump sum compensation for transport costs will also be applied.

recovery of an amount of €50. In addition to late payment interest, SIGMA MACHINERY may also

automatically and without further formality, terminate the order concerned, suspend all orders

in progress, and all previous orders not definitively paid, whether delivered or in progress.

course of delivery and whether their payment is due or not without prejudice to any other course of action.

When the payment of an order is staggered, the non-payment of a single installment after

formal notice under the conditions set out above, results in the immediate payment of the entire amount

of the debt or the resolution of said order by SIGMA MACHINERY automatically and without further

formality. In all the preceding cases, the sums which are due for other deliveries, or for

any other cause, will become immediately payable if SIGMA MACHINERY does not opt for the

resolution of the corresponding commands.

The BUYER must reimburse all costs incurred by the contentious recovery of the sums

due, including legal costs and fees for judicial officers and court officers on presentation of the corresponding supporting documents. Under no circumstances can payments be suspended or

be subject to any compensation without the prior written consent of SIGMA MACHINERY.

Any deterioration in the BUYER's credit may justify the requirement for guarantees or payment.

cash before the execution of orders received.

Article 11 – Transport and Transfer of Risks

11.1 Transport is either organized by SIGMA MACHINERY (incoterm DAP) which assumes the costs and

the risks, up to the site designated by the BUYER, are organized at the expense and risk of the latter

when it comes to ex-works. The transfer of risks takes place upon delivery, either on the premises

designated by the BUYER and before unloading or upon removal from SIGMA premises

MACHINERY.

11.2 Any taxes and customs duties are the responsibility of the BUYER unless these

have been negotiated with SIGMA MACHINERY and stipulated in the quote / Proforma.

Article 12 – Allocation of Skills and applicable law.

These general conditions of sale are subject to Thai and French law. The parts

will endeavor to settle amicably all disputes relating to the interpretation, execution or

termination of this present or its consequences. In the absence of such an amicable agreement, these disputes will be submitted

to the Commercial Court of BANGKOK and will result in the competent court of the country issuing the

order.