

TERMS AND CONDITIONS OF SALE

1. General

Orders are accepted subject to the following terms and conditions and the placing of an order with Cormix International Ltd. (here after called “the Company”) is to be deemed to be acceptance of such terms and conditions by the customer. No variation or modification of, or substitution for, such terms and conditions shall be binding unless expressly accepted by the Company in writing.

2. Prices and Terms of Payment

Prices in quotations are not binding on the company until accepted in writing. Prices may vary at any time prior to the delivery of the goods to the customer either before or at any time before delivery is complete.

3. Quotations

Quotations are binding only when accepted by the company in writing in response to an order placed according to the quotation by the customer.

4. Warranties

Any liability arising from breach of conditions or warranties shall be limited to and completely discharged by the replacement or repair of goods supplied, the company shall have no liability for any loss or damage consequential or otherwise, however, suffered or incurred by any person.

Any advise or specification is given subject to the company having no liability of any kind in connection therewith.

Drawings and description are approximate and intended as a guideline the company will not be liable for any omission there to.

Representations shall be binding only if signed by the Managing Director

5. Deliveries

The company reserves the right to impose a delivery charge. Delivery dates are approximate, no liability can be accepted for any loss due to delayed delivery Nor shall delay entitle the customer to cancel the order or refuse delivery. The company reserves the right to select the means of transportation. Shortages in delivery or damage shall be reported within 3 days of receipt to the carrier and company. No deficiencies shall be considered unless the above is adhered to.

6. Return of Goods

The company does not accept the return of goods except by prior agreement and reserves the right to charge transportation cost for delivery & pick up.

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7. Patents

The Company shall not be liable in respect of any claim which may be made against the Company for infringement of letters patent or registered design which may arise as a result of the Company carrying out instructions given by the customer and the customer agrees to indemnify and keep indemnified the Company from and against all or any such claims and against all costs, damages and expenses incurred by or recovered against the Company in respect of any such claims.

8. Force Majeure

Should the company be delayed in or prevented from making delivery owing to act of God, War, Civil disturbance, requisitioning, Government or Parliamentary restriction, prohibition or enactment of any kind, import or export restrictions, strikes, lockouts. Trade dispute, difficulty in obtaining workmen or materials, breakdown of machinery, fire, accident, or any other cause whatsoever beyond the Company's control, the Company shall be at liberty to cancel or suspend the contract without incurring any liability for any loss or damage resulting therefrom.

9. Laws

These terms and conditions shall be governed and interpreted according to the laws of Thailand.

10. Extent of Conditions

The foregoing terms and conditions supersede and prevail over all general or special terms or conditions imposed or sought to be imposed by the customer at any time in relation to any order.