

## Asian Motifs Terms of Sale

Asian Motifs is defined as Asian Motifs Company Limited

### Ordering Information

Asian Motifs sells its products on the terms set forth in these standard terms of sale:

ALL ORDERS MUST BE SUBMITTED IN WRITING OR ELECTRONICALLY AS REPRESENTED BY A VALID PURCHASE ORDER (P.O.), WHICH INCLUDES TOTAL LIST AND NET BAHT.

An order is not binding upon Asian Motifs until Asian Motifs issues an order acknowledgment, which will include price information and an anticipated delivery date. This will be in the form of a P.O. document.

### Order Changes/Cancellations

For specials, Customer Own Material (C.O.M.), finish matches, custom colors, custom products and RUSH orders, no changes or cancellations are allowed. All other products require approval for changes or cancellations made fewer than four weeks before the delivery date; a minimum fee or 15% of net will apply. Delivery/Ship-to addresses changed within ten (10) business days of shipment may incur fees to cover administrative costs due to re-labeling of product, ALL CHANGES MUST BE IN WRITING, REGARDLESS OF THE (ORDER) VALUE. CHANGES ARE NOT BINDING UPON ASIAN MOTIFS UNTIL ASIAN MOTIFS ISSUES AN ACKNOWLEDGEMENT OF THE CHANGE (VARIATION).

Order cancellations are complete annulments of orders. Order changes are the deletion of line items or a change in size, color, quantity, or ship-to address. There is no penalty for additions; however, any change may cause the order or portion affected to be rescheduled. Order changes involving additional product or increasing the net value must be accompanied by amended net value purchase order.

### C.O.M. (Customer's Own Material)

A customer who provides fabric for the final product (C.O.M.) must first check with Asian Motifs to determine if the fabric is appropriate. Asian Motifs will determine if the material is suitable for manufacturing processes, then establish a price for using the C.O.M.

If Asian Motifs agrees to use the C.O.M., (1) Asian Motifs shall have no responsibility for the condition, quality, value, performance, physical properties, or any other aspect of the C.O.M.; and (2) Asian Motifs shall have no liability for any damages, injuries, or losses to the customer or to any third party that shall be caused by any C.O.M., and the customer shall hold harmless for all such liability.

### Valid/Complete Purchase Order

The following information is required in order to process an order with Asian Motifs:

### Customer Information

- Sold To:** Legal name, address (if Asian Motifs is to bill the end user, provide end user purchase order made out to Asian Motifs Co., Ltd.) and phone number.
- Delivery/Ship To:** Legal name and address.
- Purchase Order Number:** From the party Asian Motifs will be billing.
- Authorized Signature:** All hard copy purchase orders must be signed.

- Contact Name and Phone Number:** Person Asian Motifs should contact with any questions regarding the order.
- Delivery/Shipping Contact:** Name and phone number of person to be contacted regarding delivery and shipping matters.
- Tagging Instructions**
- Price Agreement**
- Product Total:** List/Net Baht or currency specified.
- Installation and/or Design Fees** (if applicable)

### Product Information

- Quantity**
- Product Numbers**
- Colors** (includes all surface finishes)
- Specials:** inquiry number if known.
- Customer's Own Material:** Order entry code (if known), manufacturer, pattern, color, name of company ordering the C.O.M.

### Pricing Policies

#### Term of Payment

Term of payment and credit limits will be established based on financial information. Standard payments or other payment security may be required by Asian Motifs. Payment security may be required for international shipments.

The account balance must be at or below the credit limit and current at all times (no past-due balances). Asian Motifs reserves the right to delay or cancel any shipment to a customer whose Asian Motifs account balance is over the credit limit and/or past due.

#### Past-Due Charges

Past-due balances will be increased by a maximum of 1.5% per month, or 18% annually, without forfeit of Asian Motifs's right to immediate payment.

#### Applicable Prices

List prices and discounts are subject to change without notice or approval. In the event of an adjustment to list prices, customers will be notified in advance. Applicable prices are those in effect at the time of the RECEIPT of an order; Asian Motifs reserves the right to use the published list prices effective at the time of delivery/shipment, if the requested delivery/shipping date is more than 120 days after the order receipt date.

The price of any product sold to Buyer by Asian Motifs will be based upon the price list for the products as follows:

Destination	Price List
Thailand	Baht
U.K.	United Kingdom
International (excluding U.K.)	U.S.A.

### Taxes

**Thailand:** Asian Motifs list prices do not include any sales, use or similar taxes. The customer is responsible to remit directly to Asian Motifs all such taxes.

A valid tax exemption certificate (if applicable) must be on file with Asian Motifs product shipment; otherwise, sales tax will be due and payable.

**International:** All prices listed in the Asian Motifs Catalogs do not include customers' duty, value added or any other tax with respect to the sale, use, ownership, or value of any product or service provided by Asian Motifs. Buyer is responsible for all such taxes.

### Services

List prices apply to products only. If, as a result of customer request, Asian Motifs provides planning/design services, storage, special handling, set-up, or installation, the customer will be charged at the local Asian Motifs' standard rates.

### Shipping and Delivery

All deliveries will be by Asian Motifs unless otherwise agreed with customer. Additionally, Asian Motifs has the right to determine the carrier, method of shipment, and routing. Extra expense resulting from customer request for special carrier, shipping method, and/or routing will be billed to the customer.

Freight charges will be prepaid by Asian Motifs. Asian Motifs will pay the freight charges for normal surface transportation to destinations within Bangkok metropolitan areas unless otherwise agreed. The customer assumes risk of loss upon Asian Motifs' delivery of the product to the carrier at the shipment point. Asian Motifs reserves the right to ship products covered by a single order in more than one shipment.

### For International Orders

**Overseas-International and non-metropolitan Bangkok areas : CIF (Cost of Goods, Insurance and Freight).**

Asian Motifs Price List Catalogs exclude ocean freight and insurance to the port of destination in the receiving country. Asian Motifs has the right to determine the carrier, method of shipment and routing.

Asian Motifs will contract with the insurer and provide minimal insurance coverage made payable to the buyer. Buyer is responsible to obtain greater insurance if so desired. Buyer assumes risk of loss or damage to the goods when the goods pass the ship's rail at the originating port of shipment. Proof of delivery is a free on board bill of lading.

Buyer will be responsible for all customs clearance and on-carriage from the receiving port in the destination country to the final destination.

### Delivery Date and Delay

If Asian Motifs cannot deliver products as scheduled due to causes beyond its reasonable control (such as casualty, labor disputes, or accident; inability to obtain necessary labor, material or transportation, or changes requested by the customer), the delivery date will be extended to compensate for the delay as determined by Asian Motifs.

### Force Majeure

In the event that the performance of Buyer or Asian Motifs or its participating dealer assignee(s) would be prevented, restricted, interfered with or rendered commercially impracticable by reason of Force Majeure, then upon the giving of notice to the other parties, the party affected by the Force Majeure shall be excused from performing hereunder until the Force Majeure no longer prevents, restricts, interferes with, or renders such performance commercially impracticable.

"Force Majeure" shall mean; Fire, explosion, breakdown of plant, epidemic, hailstorm, hurricane, tornado, cyclone, flood or power failure; war, revolution, civil commotion, acts of public enemies, blockade or embargo; Any law, order, proclamation, regulation, ordinance,

demand or requirement of any government or any subdivision, authority, or representative of any such government; Labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts; and any other circumstances beyond the control of the party affected.

### Delivery Shortages and Damage

Product shortages and damage must be noted on delivery receipts at the time of delivery and reported to the carrier for correction.

Claims against Asian Motifs for shortages, errors, or damage must be made within three (3) days of the date of delivery or the customer waives the right to make such a claim.

### Storage

Asian Motifs may transfer product to storage at the customer's risk and expense if the customer is unable or unwilling to take delivery of product as scheduled. Upon such transfer to storage, the customer assumes risk of loss. Asian Motifs will invoice the customer on a monthly basis for storage fees and the customer will make payments in accordance with Asian Motifs' standard payment terms.

### Use and Installation of Products

Asian Motifs recommends that its products be installed by certified installers according to Asian Motifs' written installation procedures. The customer agrees to use Asian Motifs products properly; not to remove or alter safety devices, warnings, or operation instructions placed on products by Asian Motifs, and to instruct employees as to the proper care and use of the products according to printed instructions.

### Return Authorization

The customer must request a return authorization through Asian Motifs directly within fourteen (14) days of product receipt to unused product. If Asian Motifs agrees to repurchase the product, the customer must return it freight prepaid to Asian Motifs (for returns from international destinations, must be returned freight prepaid to Asian Motifs the original shipping point) or as otherwise instructed by Asian Motifs. If product is returned without a Return Authorization Asian Motifs will notify the customer of the unauthorized return and the customer must provide instructions within one (1) week on disposal, or Asian Motifs dispose of product with no credit offered). Return authorization expires thirty (30) days after date of issue. The customer must promptly provide a purchase order or other acceptance of fees/credit reduction as required.

### Service

Service requests for design, installation, relocation, storage, etc. are handled by the Asian Motifs head office in Bangkok as the following details:

Asian Motifs Co., Ltd.  
Dusit Thani Building Level 11 Unit D  
946 RamalV Road, Silom,  
Bangrak, Bangkok 10500  
Tel: 66 2636 3006-7  
Fax: 66 2636 3006

Email: [jom@asianmotifs.com](mailto:jom@asianmotifs.com) or [suthida@asianmotifs.com](mailto:suthida@asianmotifs.com)

### Asian Motifs Company Limited

Office/Showroom: The Dusit Thani Building, Level 11, 946 Rama IV Rd. Bangkok 10500, Thailand.

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