Asian Motifs Company Limited and Park Chidlom
Standard Terms and Conditions

Obligations of the Customer

The Customer shall:

- Ensure the Premises are fit and ready for the provision of the Services;
- Provide Asian Motifs Company Limited's representatives with lawful and unimpeded access to the Premises for the purposes of providing the Services;
- Fully co-operate with, and promptly comply with any reasonable requests of, Asian Motifs Company Limited's representatives;
- Ensure that any works, which are associated with Asian Motifs Company Limited's provision of the Services but are not within the scope of Asian Motifs Company Limited's services, are completed by the commencement date or do not interfere with Asian Motifs Company Limited's provision of the Services;
- Pay Asian Motifs Company Limited as specified in accordance with the terms described under the heading Payment Terms.

Obligations of Asian Motifs Company Limited

Asian Motifs Company Limited's obligations are limited to the provision of the Services described in the Scope of Services and the Equipment described in the Equipment Schedule, within a reasonable time.

Variations

The Customer may vary the Services, whether by way of addition, modification or omission. However, Asian Motifs Company Limited shall not be obliged to comply with any variation request of the Customer unless and until cost of the varied services has been agreed between Asian Motifs Company Limited and the Customer.

Warranties provided by Asian Motifs Company Limited

Asian Motifs Company Limited warrants that the Services shall correspond with the specification in the Schedule and that Asian Motifs Company Limited will perform the Services with reasonable care and diligence.

Liability of Asian Motifs Company Limited

Unless expressly provided for in this Agreement, Asian Motifs Company Limited will not be liable to the Customer, under or in connection with this Agreement, or otherwise, for any loss or damage suffered or incurred by the Customer arising out of or in connection with any breach of this Agreement, any tort (including negligence), any breach of statutory duty or any act or omission of Asian Motifs Company Limited, including but not limited to Asian Motifs Company Limited failure to complete the Services by the Completion Date. All express or implied warranties or conditions, statutory or otherwise, as to completeness, accuracy, sufficiency, quality, fitness, conformity to description or for any purpose, whether known to Asian Motifs Company Limited or otherwise, are hereby excluded. Should any liability attach to Asian Motifs Company Limited, under this Agreement or otherwise, Asian Motifs Company Limited's total aggregate liability shall not under any circumstances exceed the Price.

Indemnity by Customer

The Customer shall indemnify Asian Motifs Company Limited against any action, claim or proceedings threatened or brought against Asian Motifs Company Limited arising out of or in any way connected with the Services by reason of any conduct, act or omission of the Customer, its officers, employees, agents or representatives in breach of either this Agreement or any duties, statutory or otherwise.

Asian Motifs Company Limited

Office/Showroom: The Dusit Thani Building, Level 10, 946 Rama IV Rd., Bangkok 10500, Thailand.

Tel: +66 2636 3006 Fax: +66 2234 3006

www.asianmotifs.com

Title and Risk

Risk of damage to or loss of any equipment supplied, or works performed by, Asian Motifs Company Limited shall pass to the Customer at the time that any equipment is supplied or works performed, in whole or in part.

Asian Motifs Company Limited will use all reasonable endeavors to ensure that any equipment supplied or works performed by Asian Motifs Company Limited is not damaged or lost due to acts or omissions of Asian Motifs Company Limited.

The title in any equipment supplied, or works performed by, Asian Motifs Company Limited shall pass to the Customer on receipt, by Asian Motifs Company Limited, of payment in full.

Payment terms

All prices quoted are inclusive of product cost, sea and inland freight costs, delivery to site and installation in each individual unit. Delivery and installation are provided by Asian Motifs Company Limited. Payment terms are 60% deposit, 40% on delivery of goods to site on upon completion. Delivery times on all packages are 8 to 10 weeks from receipt of the 60% deposit. All furniture products are covered by manufacturers warranty for one year from date of installation. The client will be given a certificate of completion document to sign before final invoicing.

Late Payments and Set-Offs

If the Customer fails to pay in accordance with this Agreement, Asian Motifs Company Limited shall, without prejudice to its other rights, be entitled to charge interest at the prime lending rate of the Hong Kong & Shanghai Banking Corporation Limited plus 2% such interest to be compound, calculated on a day to day basis on the balance outstanding until payment is made in full. The Customer will be deemed to have failed to pay in accordance with this agreement if any of the Customer's cheques are dishonored or if Asian Motifs Company Limited is not able to effect a direct debit of the Customer's account on account of there being insufficient funds in the account or due to some fault on the part of the Customer or the Customer's bank.

Without prejudice to its other rights under this Agreement or otherwise, Asian Motifs Company Limited may set off against any sums due hereunder any moneys paid to Asian Motifs Company Limited by the Customer or held by Asian Motifs Company Limited on behalf of the Customer.

No order cancellation will be accepted once signed by the customer. If the customer cancels the order, Asian Motifs Company Limited will charge a minimum of 60% of the order/contract value. The full deposit will not be refundable.

Termination

Asian Motifs Company Limited may terminate this Agreement forthwith by notice in writing if (a) the Customer fails to remedy a breach of this Agreement within 14 days of written notice from Asian Motifs Company Limited to do so; (b) any proceeding is commenced or an order is made or a resolution is passed for the dissolution, winding up, insolvency or bankruptcy of the Customer, or the appointment of a liquidator, receiver, judicial manager, administrator, trustee or similar officer of the Customer or any part or all of its assets or business; (c) the Customer stops or suspends payments to or enters into any composition with creditors, or is unable or fails to pay its debts as and when they fall due; or (d) the Customer permanently abandons, vacates, departs from, transfers ownership of, sells or enters into an agreement to sell or transfer, the Premises.

Upon termination pursuant to this Agreement or otherwise, Asian Motifs Company Limited is entitled to (a) declare all sums and amounts due under this Agreement to be immediately due and payable; (b) to enter the Premises to repossess and remove any equipment supplied by Asian Motifs Company Limited to which title has not irrevocably passed to the Customer (as the case may be) and Asian Motifs Company Limited shall not be liable to make good any damage done to the Premises in the course of such removal; and (c) exercise any right or remedy that may be available to Asian Motifs Company Limited under this Agreement or at law.

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ASIAN MOTIFS™
Interior Decor & Furniture Design

Force Majeure

Asian Motifs Company Limited shall not be liable to the Customer for any delay in or failure to perform any of its obligations under this Agreement due to any event which is beyond its reasonable control which prevents or interferes with its performance or timely performance of any its obligations under this Agreement, including (without limitation) exceptional weather conditions, floods, droughts, storms, lighting, high winds, typhoons, earthquakes, natural disaster, power failure, telephone or land-line connection failure, air crafts or aerial objects, explosion, fire, war, hostilities, insurgencies, terrorism, civil commotion, riots, strikes or lock-outs on city or industrial scale, industrial disputes, industrial actions by workmen, shortage of labor, goods and material, and acts or regulations of government.

General terms

The Customer shall not assign its rights under this Agreement without Asian Motifs Company Limited's prior written consent. Asian Motifs Company Limited may, in its absolute discretion, assign or sublet any of its rights or obligations under this Agreement without prior notice to the Customer.

No waiver by Asian Motifs Company Limited of any breach of this Agreement by the Customer shall be considered as waiver of any subsequent to breach of the same or any other provision.

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

This Agreement contains the entire agreement between the parties and supersedes and cancels any previous understandings, commitments, agreements or representations, whatsoever, whether oral or written, expressed or implied in relation to contents hereof.

This Agreement shall not be varied except in writing by the parties.

This Agreement shall be governed by and construed in accordance with the laws of the Thailand Special Administrative Region. If any dispute arises between the parties under, out of or in connection with this Agreement, the dispute shall, at the sole discretion, and at the election, of Asian Motifs Company Limited, be referred either to litigation or to a single arbitrator for determination. If Asian Motifs Company Limited elects to refer any dispute to arbitration, the arbitrator is to be appointed by agreement by the parties or, in default of agreement, by the Thailand International Arbitration Centre. The language of the arbitration shall be English.

Sincerely,

Brian Cahill

Brian G. Cahill

Executive Director

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