

# Quote

DAII GROUP PUBLIC COMPANY LIMITED



Quote No:  
**32039823**

Customer No:  
**381070831**

Date:  
**12/02/2013**

Salesperson:  
**Wattanaporn Puttajoh** Phone 8627383  
WATTANAPORN\_PUTTAJOH Fax 8000  
@DELL.COM

Customer:  
**DAII GROUP PUBLIC COMPANY LIMITED**  
MR.PRASERT

Quote valid for:  
14 days

Dear MR.PRASERT,

I look forward to speaking with you again soon, for further details of specification or pricing please do not hesitate to contact me directly or visit our website at [www.dell.co.th](http://www.dell.co.th)

If this quote meets with your approval please contact me to discuss placing an order.

Regards

Wattanaporn Puttajoh

Customer PO Number:

Customer Signature:

**Dell Corporation (Thailand) Co., Ltd.**

22nd Floor, Empire Tower, 195 South Sathorn Road, Yannawa, Sathorn, Bangkok, 10120 Thailand

Sales: 1-800-006-009 (Corp.and Govt.) Fax: 1800-06-0047 / 02-670 7123 / 02-670 7124 Spare Parts Sales: 1-800-006-009 extension 3969  
[www.dell.co.th](http://www.dell.co.th)

# 1 Price Summary

Description:	Qty:	Unit Price Ex VAT:	Total Price:
Dell Latitude E5430	1	32,500.00	32,500.00
<b>Subtotal</b>			<b>32,500.00</b>
VAT: 7% (32,500.00)			2,275.00
<b>Total</b>			<b>THB 34,775.00</b>

Order Confirmation			
Quote No:	Customer No:	Payment Term:	End User Name:
32039823	381070831	30 Days Inv	DAII GROUP PUBLIC COMPANYLIMITED
Billing Address: DAII GROUP PUBLIC COMPANYLIMITED MR.PRASERT 1,7TH FLOOR,SOI LADPRAO 19 LADPRAO RD.,CHOMPHON,CHATUCHAK BANGKOK 10900 THAILAND		Shipping Address: DAII GROUP PUBLIC COMPANYLIMITED MR.PRASERT 1,7TH FLOOR,SOI LADPRAO 19 LADPRAO RD.,CHOMPHON,CHATUCHAK BANGKOK 10900 THAILAND	
Customer PO Number:		Customer Signature:	
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<p>(1) The transaction in this document (all sales and services) is subject to Dell's Terms and Conditions available on <a href="http://www.dell.com/ap">www.dell.com/ap</a> or on request. Services are provided by Dell as described in the relevant service agreement (which may comprise order forms or "Service Descriptions" available at <a href="http://www.Dell.com/ServiceContracts">www.Dell.com/ServiceContracts</a>, "Technical Specification Forms" or "Statements of Work". (2) By signing a Dell Quotation and/or submitting a purchase order pursuant to Dell's Quotation, you acknowledge that you have read and agree to be bound by Dell's Terms and Conditions and any referenced Service Agreement (together the "Agreement"). This Agreement is the final agreement between the parties in connection with the transaction, replacing any preprinted or other terms in any purchase order, invoice or other document issued by either party. (3) The Agreement may not be amended or varied by any other subsequent terms or conditions imposed by you without: (a) prior written approval and signature of Dell's Segment General Manager or their delegate; and (b) a specific reference to this paragraph (3). (4) "These commodities, technology or software were exported in accordance with the United States' Export Administration Regulations. Diversion contrary to US law is prohibited. The recipient of goods is required to present his/her identification **prior to delivery of goods. Our Logistics Partner will note down the recipient's name and IC / Passport number on the Proof of Delivery. This is done purely for security purposes. Failing to comply will result in delayed delivery. For the protection and security of your Credit Card information, Dell requests that you DO NOT send any Credit Card information through either email or fax.</p>			

## Payment Information:

If you have chosen to pay by cheque or transfer, please find the payment details you need below

Please write quote number 32039823 on the reverse of the cheque or enter it in the customer reference field of your transfer

Payment Payable To "Dell Corporation (Thailand) Co., Ltd."

Bank Account: Citibank N.A. (A/C# 5122934022)

Bank Address: Citibank N.A. Bangkok branch, 399, Sukhumvit Road, Interchange 21 Building, Klongtoey Nua Sub-district, Wattana District, Bangkok 10110

Bank Code: 017, Branch Code: 953, Swift Code: CITITHBX

Invoice/Pymt Inquiry Tel : (Thailand) 662-670-7000/7012 (Malaysia) 007-604-6334271 Invoice/Pymt Inquiry Fax: 662-6700029

Check your order status (Web): [www.dell.co.th/status](http://www.dell.co.th/status) (Toll Free): 1800-060-065

Customer Care: 1 800 006 007



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2 Quote Details



Dell Latitude E5430	Qty: 1	Unit Price Ex VAT: 32,500.00	Total Price: 32,500.00
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Components

- 1 3rd Gen Intel(R) Core(TM) i5-3320M Processor (2.6GHz, 3M Cache)
- 1 14.0" HD (1366x768) Anti-glare LED-backlit
- 1 Touchpad, Single Pointing
- 1 Digital Array Microphones
- 1 2GB (1x2GB) 1600MHz DDR3 SDRAM
- 1 320GB 7200rpm Hard Drive
- 1 8X DVD+/-RW Drive
- 1 DVD+/-RW Drive Bezel, Latitude E5530/E5430
- 1 6-cell (60Wh) Primary Battery
- 1 Integration Information
- 1 Order Ready ProSupport Tag
- 1 ProSupport Service Label
- 1 Intel(R) Core(TM) i5 Processor Label
- 1 Intel(R) HD Graphics 4000
- 1 Express Card Slot for Windows 8
- 1 65W AC Adapter, 3-pin
- 1 Intel(R) Centrino(R) Advanced-N 6205 (802.11 a/b/g/n) Half Mini Card
- 1 Dell Wireless 380 Bluetooth Module
- 1 Internal Bluetooth Module Cable, Latitude E5530/E5430
- 1 Internal Keyboard Cable, Latitude E5430
- 1 Internal Single Pointing Keyboard with Anti-microbial Protection (Thai) for Windows 8
- 1 Battery Carries 1 Year Warranty from Invoice Date (unless select 3Yr warranted battery is purchased)

Software

- 1 CyberLink Media Suite Essentials DVD
- 1 Windows 8 Pro Digital Product Key
- 1 Windows 8 Pro Label
- 1 Windows 8 QFE
- 1 Windows 8 Pro 64-bit, English
- 1 Dell Windows 8 Welcome
- 1 Windows 8 Live Essentials Movie Maker and Photo Gallery
- 1 Browser Search Application
- 1 Dell Backup and Recovery Basic
- 1 No Anti-Virus Software

Service

- 1 Future Technical Support
- 1 DES - Microsoft Windows 8 Web Based Training
- 1 # Limited Warranty: Extended Year 2 - 3 (NBD)
- 1 # Limited Warranty: Extended Year 2 - 3 (POW)
- 1 ProSupport for IT: 7x24 Technical Support & Assistance for IT Staff: 3Yr
- 1 # Limited Warranty: Initial Year (NBD)
- 1 # Limited Warranty: Initial Year (POW)
- 1 3Yr ProSupport: NBD Onsite Service
- 1 ProSupport: NBD Onsite Service, 3Yr

Customer PO Number:	Customer Signature:
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# 3 Dell's Terms & Conditions of Sale, Services and Technical Support

## 1. DEFINITIONS

**'Dell'** means the Dell Inc subsidiary company selling products to the Customer as identified in Dell's Quotation or Invoice.  
**'Customer'** means a contract for sale by Dell to the Customer of the Products and/or Services incorporating these Terms and Conditions.  
**'Contract'** means a contract for sale by Dell to the Customer of the products and/or services incorporating the Terms and Conditions  
**'Dell-branded'** means computer hardware products that are marked with the "Dell" brand, including all standard components thereof, BUT DOES NOT INCLUDE any of the following items:  
 I. software, sound cards, speakers, external devices, accessories or parts added to the Dell-branded hardware products after they are shipped from Dell;  
 II. accessories or parts added to the Dell-branded hardware products through Dell's Custom Factory Integration Services at Customer's request;  
 III. accessories or parts that are not installed in the Dell factory;  
 IV. Third Party Software and Peripheral products; or  
 V. monitors, keyboards and mice, to the extent that they are not included on Dell's standard price list.  
**'Order Confirmation'** means formal acknowledgement of Product ordered by Customer, sent by Dell.  
**'Price'** means the price as per Dell Quotation and Order Confirmation and the latter shall have precedence.  
**'Product(s)'** means the products as described in Order Confirmation and may include Dell-branded products, third party products and Service Offerings  
**'Service Offering (s)'** means the different service options offered by Dell for the Products or any part of them and for varying periods, as described in Dell's published literature, including but not limited to Dell's Invoice and/or Dell's Service Description.  
**'Third Party Products'** means products other than Dell-branded.

## 2. FORMATION OF CONTRACT

2.1 No Contract shall come into existence until the Customer's order has been accepted by Dell. The Customer warrants that it is buying for its own internal use only and not for re-sale purposes.  
 2.2 The Products sold and/or services rendered are subject to these Terms and Conditions to the exclusion of any other terms and conditions stipulated or referred to by Customer. The Customer acknowledges that it is aware of the contents of and agrees to be bound by these Terms and Conditions. Neither Dell's acknowledgment of a purchase order nor its failure to object to conflicting, different, or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof.

## 3. ORDERS, PRICE AND PAYMENT

3.1 Unless credit terms have been expressly agreed by Dell, payment for the products or services shall be made in full before physical delivery of products or services.  
 3.2 Customer shall pay for all shipping and handling charges.  
 3.3 Customer shall bear all country, provincial, government, state and local sales, use, goods and services, value added, excise, privilege and similar levies/taxes.  
 3.4 Time for payment is of the essence. Dell reserves the right to charge interest at the rate of 15% per annum on sums overdue.  
 3.5 Unless Customer and Dell have agreed to a different discount, Dell's standard pricing policy for Dell-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system.

## 4. SOFTWARE

4.1 All software provided is subject to the terms and conditions of the license agreement relating to that software. Customer acknowledges its obligations to abide by such license agreements. Customer acknowledges that Dell does not warrant any software under these Terms and Conditions. All software is warranted in accordance with the license agreement that governs its use.  
 4.2 All rights, title or interest in respect of the intellectual property rights in the software remain with Dell or the licensor of the software at all times.

## 5. TITLE AND RISK

Title to and risk in the products shall pass to the Customer upon delivery of the products to Customer. Title to those products, which are software, shall remain with the applicable licensor(s) at all times.

## 6. DELIVERY

6.1 Dell shall deliver the products to the place of delivery designated by Customer and agreed to by Dell ("Place of Delivery"). The Place of Delivery cannot be changed once the Customer order is confirmed by Dell.  
 6.2 Dell may, at its discretion, deliver the products by instalments in any sequence. Where the products are so delivered by instalments, each instalment shall be deemed to be the subject of a separate contract and no default or failure by Dell in respect of any one or more instalments shall vitiate the Contract in respect of products previously delivered or undelivered products.  
 6.3 Any dates quoted by Dell for the delivery of the products are approximate only and shall not form part of the Contract. Dell shall not be liable for any delay in delivery of the products and/or services, howsoever caused.  
 6.4 Dell may revise and/or discontinue products at any time without notice as part of Dell's policy of on-going product up-date and revision. Revised or updated products will have the functionality and performance of the Products ordered. The Customer accepts that Dell's policy may result in differences between the specification of products delivered to the Customer and the specification of Products ordered.

## 7. ACCEPTANCE OF PRODUCTS

7.1 Unless the Customer notifies Dell to the contrary on the day of delivery and such notification is confirmed in writing within two days, the Products shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Contract. The Customer shall not be entitled to withhold payment of all or any of the Price of the Products whilst any claim is being investigated by Dell.  
 7.2 New Dell-branded Products purchased under these Terms and Conditions directly from Dell by an end-user Customer may be returned by Customer up to **14 days** from the date of the invoice for a replacement, refund or credit of the purchase price in accordance with Dell's "Return Policy" in effect in the Location on the date of the invoice. The refund or credit will not include any shipping and handling charges forming part of the purchase price. Products returned under Dell's "Return Policy" must be received by Dell in as-new or as-shipped-by-Dell condition, including conformance to invoiced specification, and all of the manuals, diskettes, CDs, power cables, and other items included with a Product must be returned with it.

## 8. WARRANTY

8.1 Unless specified otherwise, Dell warrants to the Customer that Dell-branded Products will from invoice date be free from defects in materials and workmanship affecting normal use for a period of one year or such other period as may be set out in Dell's invoice ("Standard Warranty" And "Relevant Warranty" period as appropriate).  
 8.2 This Standard Warranty does not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Dell, usage and/or storage and/or installation not in accordance with Product instructions, failure to perform required preventive maintenance, normal wear and tear, act of God, fire, flood, war, act of violence or any similar occurrence; Products with missing or altered Service Tags or serial numbers; any attempt by any person other than Dell personnel or any person authorised by Dell, to adjust, repair or support the Products and problems caused by use of parts and components not supplied by Dell.

The Standard Warranty does not cover any items that are in one or more of the following categories: software; external devices; accessories or parts added to the Product after the Product is shipped from Dell; accessories or parts added to the Product through Dell's Custom Factory Integration (CFI) program; accessories or parts that are not installed in the Dell factory; or Third Party Products purchased under Dell Software & Peripherals (S&P) Program.

8.3 Subject to clause 9 below, during the Standard Warranty or Relevant Warranty period as the case may be and beginning on the invoice date, Dell will repair or replace Dell-branded Products returned to Dell's facility. Customer must prepay shipping and transportation charges, and insure the shipment or accept the risk of loss or damage during such shipment and transportation. Dell will ship the repaired or replacement Products to Customer freight prepaid.

8.4 Dell does not give any warranty that the Products are fit for any particular purpose and this Standard Warranty is given in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise including warranties or conditions of merchantability, fitness for purpose, satisfactory quality and/or compliance with description, all of which are hereby excluded to the fullest extent permitted by law.

8.5 The Customer agrees that, in relation to Third Party Products purchased through Dell, where such of the Products are covered by a relevant manufacturer's warranty, then the Standard Warranty shall not extend to such Products and such manufacturer's warranty shall be the sole warranty in respect of such Products. The Customer shall utilise that warranty for the support of such Products and in any event not look to Dell but shall look to the relevant manufacturer for such warranty support.

## 9. SERVICE AND TECHNICAL SUPPORT

Dell will provide general service and technical support to Customer in accordance with the then-current service and technical support policies in effect. Service and support offerings may vary from product to product. If Customer purchases optional services and support as listed on Customer's invoice, Dell will provide the optional service and support to Customer in accordance with the then-current terms and conditions in the optional service contract between Dell and Customer (available via the Internet on Dell's Web site at <http://www.dell.com/ap/TandC/ap/en/index.htm> or upon request) in addition to the Standard Warranty. Dell may, at its discretion, revise its general and optional service and support programs and the terms and conditions that govern them. Dell has no obligation to provide service or support until Dell has received full payment for the product or service/support contract for which service or support is requested.

## 10. LIABILITY

10.1 Dell shall not be liable in contract or in tort for any loss or damage suffered and consumer rights are limited to those set out in these Terms and Conditions and under statute.

10.2 To the extent permitted by law and subject to clause 10.6, Dell's total liability herein in respect of each event or series of connected events shall not exceed the amount invoiced for the applicable Products and/or services under the Contract.

10.3 The Customer shall indemnify Dell and keep Dell fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or sub-contractors or by any breach of its contractual obligations arising out of these Terms and Conditions.

10.4 To the extent permitted by law Dell and Customer agree that Dell will not be liable for Products not being available for use, or for data or software which is lost, corrupted, deleted or altered. Any service response times stated by Dell in service contracts are approximate only. Dell shall not be liable to the Customer for any a) incidental, indirect, special or consequential damages, b) loss of opportunity, c) loss of revenue, d) loss of profit or anticipated profit, e) loss of business f) loss of contracts, g) loss of goodwill, h) loss arising out of business interruption, i) loss arising out of or in connection with pollution or contamination, all arising out of or in connection with the purchase, use or performance of Products or services, even if Dell has been advised of their possibility.

10.5 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by Dell shall be subject to correction without any liability on the part of Dell.

10.6 Where under any applicable law, implied conditions and warranties cannot be excluded, Dell's liability for breach of such conditions and warranties shall be limited, at Dell's option, to: (a) in the case of Products, the replacement of the Products or the supply of equivalent Products; the repair of such Products; the payment of the cost of replacing the Products or of acquiring equivalent Products; or the payment of the cost of having the Products repaired; OR (b) in the case of services, the supplying of services again; or the payment of the cost of having services supplied again.

## 11. FORCE MAJEURE

Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

## 12. EXPORT RESTRICTIONS

Each party, at its own expense, will comply with all applicable laws, orders and regulations of any governmental authority with jurisdiction over its activities in connection with these Terms and Conditions and any Contract. Each party will furnish to the other party any information required to enable the other party to comply with applicable laws and regulations related to the Products. Dell and Customer acknowledge that Products licensed or sold under any Contract are subject to export control laws and regulations, including those of the countries from which they were supplied and in which they are used and agrees to abide by those laws and regulations. The Products purchased may not be sold, leased or otherwise transferred to restricted end-users or to restricted countries. In addition, the Products may not be sold, leased or otherwise transferred to, or utilized by, an end-user engaged in activities related to weapons of mass destruction, including but not necessarily limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. The Customer and Dell agree to comply with all applicable export laws, regulations and orders. In addition, each party agrees to indemnify, defend and hold the other harmless from any claims, demands or causes of action against the other due to the indemnifying party's violation or alleged violation of the applicable export laws, regulations and orders.

## 13. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Thailand and shall be subject to the non-exclusive jurisdiction of the courts of Thailand.

## 14. GENERAL

14.1 The Customer shall not be assign or otherwise transfer any Contracts or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of Dell. Any such unauthorized assignment shall be deemed null and void.

14.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

14.3 **No Waiver.** No failure or delay on Dell's part in exercising any power or right under this Agreement operates as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise, or the exercise of any other power or right.

September 2010 Revised Edition



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