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| **CUSTOMER APPLICATION FORM AND SALE CONTRACT** | | |
| AFFILIATE CODE CUSTOMER CODE | | |
| 1. REGISTRATION INFORMATION | | 1. BILL-TO PARTY SAME AS REGISTERED |
| REGISTERED NAME :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  TRADING NAME : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  REGISTERED ADDRESS : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CITY/COUNTRY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  PHONE NUMBER :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  WEBSITE :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  REGISTRATION # / TAX # :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DATE OF REGISTRATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  REGISTERED CAPITAL :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  PAID-UP CAPITAL :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NATURE OF BUSINESS :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  TYPE OF BUSINESS SOLE PROPRIETORSHIP PARTNERSHIP  COMPANY LIMITED PUBLIC COMPANY | | COMPANY NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ATTENTION :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CITY/COUNTRY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  PHONE NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  EMAIL ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. SHIP-TO PARTY SAME AS REGISTERED   SAME AS BILL-TO-PARTY |
| COMPANY NAME :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ATTENTION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CITY/COUNTRY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  PHONE NUMBER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  EMAIL ADDRESS :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DIRECTORS/PROPRIETORS/SOLE TRADERS DATA (Please attach additional page(s), if required.)  NAME POSITION PASSPORT/ ID NUMBER % OF SHAREHOLDING  1\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  2\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  3\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (PLEASE ATTACH A SEPARATE SHEET, IF REQUIRED) | | |
| 1. CONTACT PERSONEL | | |
| NAME OF PROCUREMENT CONTACT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  TELEPHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | NAME OF PROCUREMENT CONTACT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  TELEPHONE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 1. TERM OF PAYMENT | 1. DELIVERY TERM | |
| L/C SIGHT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days after B/L date  B/C D/P \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days after B/L date  O/A Advance \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_days after B/L date  \*REMARK: FPR OPEN TERM, PLEASE FILL CREDIT APPLICATION FORM | EXW FOB THAILAND  CFR CIF PORT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  OTHERS PORT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| 1. REQUIRED SHIPPING DOCUMENTS AND CONDITIONS | | |
| ORIGINAL COPIES LEGALIZATION  COMMERCIAL INVOICE \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ CHAMBER OF COMMERCE EMBASSY  PACKING LIST \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ CHAMBER OF COMMERCE EMBASSY  CERTIFICATION OF ORIGINS \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ EMBASSY  FORM A D E FTA  ADDITIONAL REQUIREMENTS: (Please attach a separate sheet. If required) | | |

**CUST APP. 1/2**

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| 1. TERM AND CONDITION |
| **1. DEFINITIONS** Order- means the Purchase Order and all attachment issued by Purchaser. “PI” means the Performa Invoice issued by Seller specifying description of goods as well as specifications (If any). “Seller” means **SCG Ceramics Public Company Limited** “Buyer” means\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **2. ENTIRE AGREEMENT** The Order and PI shall form a sale agreement between the parties  **3. AMENDMENTS** No revisions, variation, exclusion, addition or amendment to these terms and conditions will be binding on Buyer unless the same has/have agreed in writing by the parties.  **4. ACKNOWLEDGMENT** If the Buyer fails to reject the PI within 3 days, the PI shall be legally binding upon parties  **5. DISCREPANCY** In the event of discrepancy between the Order and PI, the PI shall prevail.  **6. PRICE AND PAYMENT** Unless otherwise agreed by the parties, price and payment term shall be subject to terms specified in PI. All price for goods are firm and are not subject to price escalation for any reason whatsoever. Either party shall be responsible for its own taxes and duties arising from the execution of this Sale Agreement.  **7. QUALITY AND DESCRIPTION** Subject to terms specified in the PI, goods shall: (a) conform as to descriptions specified in the PI; and (b) be of sound materials and workmanship.  **8. INSPECTION** (a) The Buyer is entitled to inspect the goods at the factory of the Seller, provided that the parties shall agree upon details of inspection. (b) Neither such inspection nor failure of the Buyer to carry out such inspection shall relieve the Seller of any obligation/ liability hereunder other than obligation specified under Clause 7. (c) The parties agree that upon completion of the inspection without defective goods the Seller shall be relieved from its obligation/liability under Clause 7.  **9. DELIVERY** (a) The Goods shall be delivered according to the terms of PI. (b) The Seller shall deliver the Goods at time specified in the PI. Time shall be of the essence of this Sale Agreement in this regard.  **10. LIQUIDATED DAMAGES** The Seller’s liability is limited to direct losses suffered by the Buyer. The Seller is not liable for loss of profit, consequential, incidental of indirect damages arising from a breach of this Sale Agreement or a negligent act or omission.  **11. DELIVERY TERMS** All delivery term used in the PI and all deliveries made are to be in accordance with Incoterms 20000 and subsequent addenda thereto, as issued by the International Chamber of, Commerce in Paris, unless otherwise specified in the PI.  **12. REJECTION OF DEFECTIVE GOODS** The Buyer shall have the right to reject any goods of materials which do not comply with the PI, and any goods so rejected shall be removed by the Seller at his own expenses. The Seller agrees to replace new goods or materials so rejected at its own expenses.  **13. WARRANTY** The Seller warrants that the Goods to be supplied to Buyer shall strictly conform to the descriptions specified in the PI.  **14. ASSIGNMENT** The Seller shall not without the consent in writing of Buyer assign or transfer this Order or any part thereof to any other person, firm or company which Buyer shall not unreasonably refuse to give such consent to Seller.  **15.TERMINATION** This Sale Agreement shall be terminated in the following events: (a) if either party is in breach of any obligation on it hereunder and, in the case of breach capable of remedy, it shall not have been remedied by the defaulting party within 30 working days of written notice specifying the breach and requiring its remedy; or (b) If either party becomes insolvent, has a receiver appointed over the whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of a scheme for amalgamation or reconstruction); or (c) if the force majeure events specified in Clause 16 continue for a period of 45 working days.  **16. FORCE MAJEURE** (a) Neither the Buyer nor Seller shall be liable one to the other for any delay or failure to perform its obligations under the Sale Agreement where and to the extent such delay of failure is caused by the inability of wither party of fulfill its obligation under the Sale Agreement due to Force Majeure. (b) Force Majeure shall include, but not be limited to; Acts of god, wars (declared or undeclared), rebellion, insurrection, acts of terrorists, acts of governmental bodies (including legislative bodies, court and executive officers or agencies), strikes, boycotts, lockouts or other labour disturbances, unusually severe weather during the period in question, or any other similar matters beyond the control of or which could not have been reasonably foreseen and/or avoided by the party affected by the same. (c) This Clause shall include Force Majeure of any of Seller’s or supplier’s employees.  **17. ARBITRATION** (a) Any dispute as to this Sale Agreement shall, in principle, be settled through consultations between the parties hereto. (b) Any dispute which cannot be settled by consultations in accordance with the preceding paragraph shall be finally settled by arbitration in English language. Such arbitration shall be carried out in Singapore in accordance with the UNCITRAL Arbitration Rules as at present in force. The award of the arbitration shall be final and binding upon parties. (c) The cost of arbitration (exclusive of expenses of a party in obtaining and presenting evidence and attending the arbitration, and of the fees and expenses of legal counsel to such party, all of which shall be borne by such party) shall be shared equally by the parties  **18. GOVERNING LAW** The Sale Agreement shall be governed and construed in accordance with the laws of Thailand. |
| E. ACKNOWLEDGEMENT OF TERMS AND CONDITION |
| I/WE ACKNOWLEDGED AND AREED BY THE TERMS AND CONDITIONS YES NO  NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  SIGNATURE :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  POSITION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| F. REQUIRED DOCUMENTS CHECKLIST |
| CUSTOMER APPLICATION FORM CREDIT APPLICATION FORM AFFI DAVIT/COMPANY REGISTRATION  BANK STATEMENT/ FINANCIAL STATEMENT COMPANY PROFILE ID CARD OR PASSPORT OF AUTHORIZED PERSON  OTHERS |

**CUST APP. 2/2**