

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. ACKNOWLEDGEMENT AND ACCEPTANCE

This Purchase Order ("Purchase Order" or "Order") will govern the purchase by Novartis (Thailand) Ltd.(hereinafter, together with its affiliates, referred to as "Buyer") of goods and/or services from Seller, as described in this Order. Seller need to accept this Order in writing and send back to Novartis via fax or email without oral agreement.

2. PRICE

The price of the goods and/or services under this Order shall be stated on the Order, and this Order shall not be at prices higher than those shown on the Order unless such increased prices have been authorized by the Buyer in writing.

3. PAYMENT

All invoices shall be in duplicate, and shall state the discount terms, Purchase Order number, applicable item numbers, and any applicable taxes. Upon receipt of the invoice, the Buyer shall make payment within such period as stated on the Purchase Order. Whenever any discount is applicable, freight and similar charges shall be itemized separately. A bill of lading or express receipt must accompany each invoice. Payment of invoice shall not constitute acceptance of goods or services and the invoice shall be subject to adjustment for errors, shortages, defects in goods or services or other failure of Seller to meet the requirements of this Order. Title of the goods shall pass upon acceptance.

4. INSPECTION AND ACCEPTANCE

All products/services delivered under this Order and work performed by the Seller must be 100% inspected or Seller must prove that the parts leaving its factory are not defective and are of merchantable quality, until and unless express acceptance is given by the Buyer, the Products /services shall not be deemed to be accepted. The payment will be postponed before goods/service acceptance by Buyer.If the Buyer, after inspection, identifies any parts that do not conform to the Order specifications, that the parts had any defects, or that they were damaged when received, the Buyer has the right to charge any cost associated with the return of the parts to the Seller.

5. ASSIGNMENT

Seller shall not assign this Order or any rights under this Order or any monies due or to become due under this Order without the earlier written consent of Buyer.

6. WARRANTY

the use of sale of the articles delivered under this Order will not infringe any patent, trademark or trade secret or any other intellectual property of any third party and; this Order will be performed in material compliance with all applicable laws and regulations, including ,without limitation, laws and regulation relating to hazardous materials ,health, safety and the environment fair labor practices, unlawful discriminations and The Novartis Supplier Code and other codes, policies and guidelines can be found at <https://www.novartis.com/about-us/corporate-responsibility/our-actions/responsible-procurement>

Suppliers shall familiarize themselves with these codes, policies and guidelines and provide information on request to Novartis associates concerning labor, health and safety, animal welfare, anti-bribery and fair competition, and data protection and privacy practices, in the form requested and allow Novartis associates (or our nominated third party experts) adequate access for the purposes of auditing compliance with these standards. Suppliers will use best endeavors to rectify identified non-compliances and report remediation progress to Novartis on request. At Novartis' discretion, failure to adhere to these standard shall entitle Novartis to terminate without compensation. Supplier confirms that it has read and understood the Novartis Supplier Code.

7. INDEMNIFICATION

Seller shall be responsible for and indemnify the Buyer against all losses, costs, claims, expenses or damages which may result in any way from any. Breach of warranty contained in this Order; .accident, injury, or damage either to person or property, or from death of any persons related to use of the products or services provided provided under this Order or related to any act or omission of the Seller, its agents, employees, or subcontractors except to the extent that the accident, injury, damage, or death is due solely and directly to the negligence of the Buyer.

8. CHANGES

Buyer shall have the right to make changes within the scope of this Order. If any change causes an increase or decrease in the price under this Order, or in the time required for performance, an equitable adjustment shall be made and this Order shall be modified in writing accordingly.

9. TERMINATION

The Buyer may terminate this Order in whole or in part at any time for any reason or without cause by serving upon Seller a written notice, and will reimburse the Seller for his reasonable and necessary expenses incurred directly incident to this Order to the date of cancellation, but shall not be liable for any loss of profits on the portion thereof so cancelled.

10. BILL PLACEMENT

The bill placement must be done within 6 months after month delivered goods or services. The Company will not pay any invoices which not issue within the agreed due date and the bill placement is not process timely.

The Specific Terms and Conditions shall apply in priority to the Purchase Order General Terms and Conditions herein. The terms of the Specific Terms and Conditions shall take precedence in the event of conflict between the Purchase Order General Terms and Conditions.