

GENERAL TERMS AND CONDITIONS OF PURCHASE

This is an order from Philip Morris Trading (Thailand) Company Limited ("PMTT"), as Buyer, for certain Goods and/or Services, consisting of a Purchase Order and these General Terms and Conditions of Purchase. As Seller, you agree to accept this order and all general terms and conditions of purchase by signing the space provided in this order and returning this order along with your signature to Buyer within fourteen days of the date of this order.

The Purchase

Order and these General Terms and Conditions embody the entire understanding between Buyer and Seller, and may be modified or amended only by a written agreement or notice or letter signed by Buyer and Seller that expressly refers to this order. Seller must include the reference number of this order in all documentation and correspondence relating to this order or to the Goods and/or Services. In accepting this order, Seller agrees to the following, unless they have been otherwise specified in the attached Purchase Order:

1. Seller warrants that the Goods will be free from any liens or encumbrances on title, meet all specifications in this order, be free from any defects in design, workmanship or materials, and be suitable for normal commercial use. Seller also warrants that the Goods will be manufactured, packaged and labeled in accordance with all laws, regulations, industry codes and standards of the country or countries of manufacture, distribution, and use. In the case of Services, Seller warrants that the Services shall be performed in a timely and professional manner, in full compliance at all times with applicable laws and regulations, as well as the terms of this Purchase Order. Seller also warrants that the Goods and/or the Services provided will not infringe any patent, copyright, trademark or other intellectual property rights nor infringe upon the rights of third parties, including but not limited to, rights derived from unfair competition laws or the laws protecting personality, including but not limited to those protecting a person's image.
2. Seller will deliver the Goods and/or Services and shall bear all costs of delivery, including freight, insurance, and suitable packaging as per Buyer's instructions (if any). As to any Goods that must cross international borders for delivery, the Goods will be delivered Delivered Duty Paid (DDP) INCOTERMS 2000, unless otherwise specified on the Purchase Order, and Seller shall insure the Goods at his expense until delivery. Title and risk of loss shall pass from Seller to Buyer upon delivery at the specified Delivery Address.
3. The Goods shall be packaged, marked and delivered at the Seller's expense in accordance with the Purchase Order. Unless otherwise agreed in writing between the Seller and the Buyer, no charge will be made by the Seller for packing, crating, drayage, demurrage or storage without Buyer's written permission.
4. Time is of the essence in Seller's performance of this order. Seller shall deliver the Goods and/or provide the Services at the time(s) and place(s) specified in this order. In the event of early or late delivery of Goods or early or late performance of Services, Buyer may, at its option, keep or cancel this order with no obligation or liability to Seller even if the Consignee has already accepted the Goods and/or Services, reserving the right to claim damages from Seller for non-performance. Alternatively, Buyer may allow the Seller additional time for such delivery or performance, without waiving any right to damages against Seller.
5. Without prejudice to the provisions of Paragraph 6 or 7 of this order, Buyer may refuse any Goods and/or Services that Seller delivers in excess of the quantity stated in this order within fourteen days of their delivery.
6. Neither receipt nor payment for the Goods and/or Services under this order by Buyer or Consignee will constitute Buyer's acceptance of the Goods and/or Services or imply that the Goods and/or Services meet Buyer's specifications or requirements; or that Seller has fulfilled any of its obligations under Paragraph 1 of this order; or that Buyer has waived any of its legal rights. Consignee will receive the Goods and/or Services subject to Buyer's right to inspect and reject the Goods and/or Services. Buyer may inspect the Goods and/or Services within thirty days of the receipt of the Goods and/or Services by Consignee. Inspection may be at random, and if so inspected, Buyer may return such items as are subsequently discovered to be non-conforming or defective to the Seller within a period of two years after the Goods and/or Services were delivered to the Consignee. Without limiting any of Buyer's legal rights, Buyer may cancel this order in whole or in part, or require Seller to replace or repair some or all of the Goods and/or Services at Seller's expense if any of the Goods and/or Services do not meet the terms of this order.

7. If Buyer cancels this order pursuant to paragraph 4 of this order, or refuses excess Goods pursuant to Paragraph 5 of this order, or rejects some or all of the Goods and/or Services pursuant to Buyer's inspection rights in paragraph 6 of this order, Buyer will have no obligation to Seller other than to allow Seller to collect the rejected items at the time and place Buyer specifies to Seller. Buyer may claim from Seller reasonable storage and insurance expenses incurred from the time that the items have been received until Seller collects the rejected items.
8. Buyer shall have the continuing right to inspect Seller's production facilities. If Buyer determines that the quality of the Goods and/or Services in the course of production does not meet the standards set by this order or if Buyer determines that Seller will not deliver the Goods and/or Services on or before the date specified, Buyer may cancel this order at any time in whole or in part, while retaining all legal rights against Sellers.
9. If Seller uses any of Buyer's intellectual property (including trademark, patent, copyright, logo, emblem, or design) or materials (including but not limited to drawings, plates, cylinders, or electrotypes) in connection with this order, Seller shall use such Intellectual property and materials only as Buyer expressly permits or approves. Seller agrees that it will neither derive nor receive any rights to the intellectual property or in the materials and may not without Buyer's prior written approval, manufacture, distribute or sell, or cause to be manufactured, distributed or sold, directly or indirectly, to anyone other than Buyer, any goods, including the Goods, which display or incorporate any intellectual property rights that belong to Buyer or any of its affiliates. Seller must return all materials supplied by Buyer to Seller upon demand or upon fulfillment of this order.
10. Seller shall transfer or cause to be transferred to Buyer on a worldwide basis without any limitation or restriction whatsoever all intellectual property rights which Seller, its employees, agents, or sub- contractors have acquired or may acquire in the Goods and/or Services produced or provided for this order. Where the Goods and/or Services purchased by Buyer are intended for resale or other distribution, either with or without alteration by Buyer, Buyer shall have or Seller shall provide the irrevocable, unrestricted worldwide right to use, resell and commercially exploit the Goods and/or Services in whole, in part, or in modified form for any purpose, including advertising.
11. Seller shall get Buyer's prior written approval before subcontracting to third parties and shall fully disclose to Buyer the identity of any such third parties. In contracting with third parties to supply or manufacture Goods and/or to provide Services under this order, Seller shall ensure that warranties received by Seller extend to Buyer. If expressed warranties are not received by Seller for Goods manufactured or supplied by a third party and/or the Services provided by a third party, Seller warrants such Goods and/or Services to the same extent as set out in paragraph 1.
12. Seller, its agents, and employees shall keep confidential all information and materials obtained or made available to Seller in connection with the products and business of the Buyer or its affiliates (including personal data of Buyer's employees). Seller shall not divulge confidential information to sub-contractors nor refer to its business relationship with Buyer for promotional or advertising purposes without Buyer's prior express written consent. These aforementioned obligations are continuing, and shall be binding both prior to and after delivery of the Goods and/or performance of the Services.
13. The rights and obligations of Seller hereunder are personal to Seller and shall not be transferred or assigned by Seller without Buyer's prior written approval.
14. "Affiliate" means any person or entity which controls, is controlled by, or under common control with, Buyer.
15. Seller, may at its option, cancel this order in whole or in part, and or shall indemnify Buyer against any loss, damage, claims, costs, expenses, settlements, and judgments incurred by Buyer arising out of, or in connection with any failure to comply with its obligations of the Purchase Order or warranties hereunder, including but not limited to, any negligent or deliberate act or omission, or any violation of any industrial or intellectual property right whether committed by Seller, or by any of its agents, employees or subcontractors.
16. If, due to circumstances beyond Seller's control that were not reasonably foreseeable at the time that this order was signed, Seller determines that it cannot deliver the Goods and/or provide the Services subject to this order in a timely fashion, Seller shall immediately inform Buyer in writing together with supporting document by fax or by overnight mail. Buyer, without liability to Seller, may at its discretion extend the time for delivery,

require the Seller to use best efforts to secure substitute Goods and/or substitute Services, or cancel the order in whole or in part and secure alternative Goods and/or Services. If, prior to the shipment of the Goods to the consignee by the Seller, or prior to commencement of performance of Services, the importation, sale or use of the Goods or performance of the Services is prohibited by law in the jurisdiction in which the Goods are to be imported, sold, or used, or the Services performed, Buyer or Seller may inform the other party and both parties shall be released from obligations under this agreement.

Neither party shall be relieved of its obligations under this Purchase Order nor shall any obligations of a party be suspended solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations of the parties.

17. The Seller shall not employ any person who is younger than the age of 15 or the applicable minimum employment age or mandatory schooling age, whichever is higher. The Seller represents and warrants that a permitted employee under the age of 18 shall not be engaged in work that, by its nature or the circumstances in which it is carried out, is likely to harm the health or safety of this employee. In addition, the Seller represents and warrants that the weekly and daily working schedules of permitted employees under the age of 18 shall comply with all applicable laws and regulations.
18. The Seller shall not employ persons under conditions that this work or service is extracted from then under the menace of any penalty and for which the said person has not offered himself voluntarily.
19. Seller must deliver to Buyer an invoice for the Goods and/or Services no later than fourteen days after their delivery. Unless otherwise specified on the Purchase Order, Buyer shall pay Seller by cheque or bank transfer in accordance to term of payment as of receipt of original invoice provided that (a) the Goods and/or Services have been delivered and the Work has been completed in full in accordance with the specification agreed to by the Parties, and have been duly received and satisfactory to PMTT and (b) the original invoice has been received completely including duly stamped receipts in accordance with the prevailing regulations on stamps duty, tax invoice, minutes, and other attachments or documents required by PMTT and a correction of the invoice (in case a correction is requested by PMTT) has been received by PMTT.
20. The Seller shall be responsible for all taxes, charges, levies, assessments and other fees of any kind which may be imposed by a governmental or other authority on the Goods and/or Services provided hereunder. In the event that any value added taxes or withholding taxes are applicable to or imposed on the fee due and payable under this Purchase Order, the Seller agrees that such fee is exclusive of value added taxes and that Buyer is entitled to withhold taxes at source from such fee, in either case at the then applicable rate and in accordance with applicable Thai laws.
21. Nothing contained herein shall be deemed to constitute the Seller, an agent of Buyer or the parties to be partners or joint venturers, the relationship of the Seller to Buyer being that of an independent contractor. The parties agree that the Seller is acting at all times for its own account, risk and on its own behalf and not on behalf of Buyer.
22. Seller's Insurance. Without limiting to its obligations under this Purchase Order, the Seller at all time during the term of this Purchase Order shall provide, pay for and maintain the following insurance:
 - (i) Employers Liability Insurance, Workman's Compensation and Social Security with coverage as required by law covering personal injury to or death of employees of the Seller engaged in performance of this Purchase Order. The Seller shall ensure that its subcontractors maintain such insurance in respect of their employees.
 - (ii) However, at PMTL's request, Seller must provide the insurance with a minimum coverage all liability arising from this Purchase Order, and any one incident or series of incidents arising from each and every event, and covering all operations of the Seller including among other risks assumed herein by the Seller with an internationally recognized insurance company acceptable to Buyer in amounts of coverage acceptable to the Buyer and the Seller shall deliver a copy of insurance evidence confirming the validity of insurance to the Buyer .
23. In performing the Services and/or delivering the Goods pursuant to this Purchase Order, the Seller will not make any payments or provide anything of value, directly or indirectly, to any government employee or instrumentality or use any illegal or improper method or practice; no part of any payments by the Buyer to the Seller, may be used, directly or indirectly, in order to procure any benefit from any government employee or instrumentality or for any illegal or improper purpose; neither the Seller nor any of its employees, agents or

representatives will create or maintain any secret or unrecorded fund or assets for the purpose of facilitating any payments prohibited by this Purchase Order or by applicable law or regulation.

24. The Seller will secure and maintain all licenses, certifications and registrations which may be required under applicable law or regulation in order to perform the Services and/or to deliver the Goods pursuant to this Purchase Order. The Seller shall provide the Buyer with copies of all necessary work permits required by the Seller to perform the Services and/or to deliver the Goods pursuant to this Purchase Order, if requested by the Buyer.
25. The Seller shall be responsible for filing any reports with governmental authorities as required by applicable law in connection with the Seller's activities on behalf of Buyer. The Seller shall file such reports in an accurate and timely manner at its own expense. The Seller shall forward copies of all such reports to the Buyer immediately upon their filing. The Seller shall further provide all necessary information and assistance to the Buyer, in a timely and accurate manner, to enable the Buyer to comply with any registration or filing requirements that may apply to the Buyer.
26. The Seller shall be responsible at all times to keep Buyer informed with respect to all legal, regulatory, and other requirements in relation to the provision of the Services and/or the delivery of the Goods.
27. The Seller and its employees, agents or representatives is not an employee or representative of any governmental or regulatory entity and has no conflict of interest that would compromise the Seller's ability to provide the Services and/or to deliver the Goods to the Buyer pursuant to this Purchase Order.
28. In relation to cross-border sale and purchase of Goods, if, prior to the shipment of the Goods to Buyer or the Buyer Designated Person, the importation, sale or use of the Goods is prohibited by law in the jurisdiction in which the Goods are to be imported, sold or used, the Buyer or the Seller may inform the other party and both parties shall be released from obligations under this Purchase Order.
29. Any notice or requests, consents and communications required or permitted to be given to any of the parties hereto shall be in writing and shall be deemed to have been duly given:
 - (a) in the case of delivery by hand, when delivered;
 - (b) in the case of fax, at the time of transmission;
 - (c) in the case of registered or certified first class mail, on the second business days following the date of posting.
30. The Purchase Order, these General Terms and Conditions of Purchase and all commercial relations between Buyer and Seller relating to this Purchase Order shall be governed by and construed in accordance with Thai Law save that shipping terms used herein shall have the meanings ascribed to them in the International Rules for the Interpretation of Trade Terms 1990. The parties to the Purchase Order hereby irrevocably submit for all purposes of or in connection with this Purchase Order to the non-exclusive Jurisdiction of the Thai courts.
31. If there is any conflict between this Purchase Order and the agreement/contract entered into or to be entered into by the parties in relation to this matter, the terms of the agreement/contract shall prevail.
32. In case that your service involve personal data processing activity, you shall comply with PMI Data Protection as set out at <https://www.pmi.com/markets/thailand/en#legaldocuments> (Data Protection Exhibit and Business Partner Privacy Notice)
33. In applicable cases, the Seller shall implement technical and organizational measures which are set out at <https://www.pmi.com/markets/thailand/en#legaldocuments> (PMI Information Security Schedule)
34. Any act of acceptance of this PO by Supplier including, without limitation, to perform the services, deliver goods, and/or accept any payment shall legally bind the parties in respect of the purchase by Philip Morris Trading (Thailand) Company Limited of the goods and/or services supplied by Supplier pursuant to this PO subject to the terms and conditions addressed herein and the General Terms and Conditions of Purchase made available to Supplier by PMTT.