

TH 36 Marine Co., Ltd.

Effective Date: 1st of April 2025

1. Scope

These Terms and Conditions ("Terms") apply to all services provided by TH 36 Marine Co., Ltd. ("Company", "we", "us", or "our") including consulting, engineering, and service activities, both onsite and remote. By engaging our services, the client ("Customer", "you", or "your") agrees to be bound by these Terms.

2. Services Provided

We offer:

- Consulting: Technical, operational, or strategic advice in maritime automation and systems.
- Engineering: Design, customization, and configuration of marine systems and solutions.
- Service: Maintenance, troubleshooting, repair, installation, and support activities—remotely or onsite.

A specific service agreement or proposal may outline project scope, deliverables, pricing, and timelines.

The Customer is responsible for determining the suitability of the products and services provided for their specific application or intended use. TH 36 Marine does not warrant that the deliverables will meet all of the Customer's requirements unless specifically agreed to in writing.

3. Quotations and Orders

All quotations are non-binding and valid for 30 days unless otherwise stated. A contract is formed upon written confirmation of the order by TH 36 Marine. Orders are subject to availability and technical feasibility.

4. Pricing and Payment Terms

All prices are exclusive of VAT, customs, duties, or any applicable local taxes unless specified otherwise.

- Payment terms are net CIA (ex works named warehouse) unless otherwise agreed.
- In case of delay, interest of 1.5% per month may be charged.
- The Customer may not withhold payments due to warranty claims or other counterclaims.

5. Delivery and Project Timeline

Any delivery or completion dates are estimated unless explicitly confirmed in writing. We are not liable for delays due to force majeure, supply chain disruptions, or client-side delays (e.g., lack of site access or required information).

6. Client Obligations

Customers must ensure:

- Accurate and timely information sharing.
- Site access and required technical infrastructure for onsite work.
- Safety compliance and working conditions in line with legal standards.

7. Warranty and Liability

We warrant that our services will be performed professionally and in accordance with industry standards.

- The warranty period is 12 months from delivery or completion unless otherwise stated.
- Our liability is limited to correcting defective work or, at our discretion, issuing a partial refund.
- We are not liable for indirect, consequential, or incidental damages including lost profits, business interruption, or loss of data.
- Warranty is void if the equipment has been misused, modified without authorization, installed incorrectly, or used in a manner that is not in accordance with our instructions.
- Costs associated with warranty-related service, including travel, transport, and labor beyond standard corrections, are to be borne by the Customer.
- Warranty does not cover travel expenses or any costs related to transportation, accommodation, or shipment of parts or equipment. All such costs are the responsibility of the Customer.

8. Intellectual Property

All documentation, designs, drawings, and software provided by TH 36 Marine remain the intellectual property of TH 36 Marine unless otherwise agreed.

Some elements—such as technical documentation, software, or component drawings—may be owned by third-party manufacturers or sub suppliers and are subject to their respective copyright and licensing terms.

The Customer is granted a non-exclusive, non-transferable license to use the provided materials strictly for the intended internal use of the project.

The Customer is solely responsible for ensuring that the use or integration of third-party supplied components or systems does not violate any existing intellectual property rights.

9. Confidentiality

Both parties agree to maintain confidentiality over shared technical and commercial information for a period of 5 years from project completion. This does not apply to information that is public or lawfully obtained by third parties.

10. Termination

Either party may terminate the agreement with written notice:

- For cause: Immediate termination if the other party breaches the agreement and fails to cure the breach within 14 days.
- For convenience: With 30 days' notice, subject to payment for all work performed to date, justified internal costs incurred, and any third-party costs, cancellation fees, or material commitments made on behalf of the Customer, including pre-ordered or procured goods or services. These amounts must be reimbursed in full upon termination.

11. Data Protection

We comply with applicable data protection laws. Personal data is only collected and used as required for service provision and customer communication. See our Privacy Policy for more details.

12. Governing Law and Jurisdiction

These Terms are governed by the laws of Thailand, unless otherwise agreed in writing.

- Any disputes will be settled by the competent courts of Bangkok, Thailand.

13. Force Majeure

We are not liable for any failure or delay in performance due to events beyond our reasonable control, including but not limited to natural disasters, war, terrorism, labor disputes, supply chain interruptions, governmental actions, epidemics or pandemics, or failure of suppliers or subcontractors to perform.

In the event of a force majeure situation, the affected party will notify the other party promptly. Obligations are suspended for the duration of the force majeure event. If such events significantly alter the basis of the contract, the parties shall negotiate in good faith to adjust the contract. If adjustment is not possible, either party may terminate the contract.

14. Retention of Title

Ownership of all goods, equipment, and deliverables remains with TH 36 Marine until full payment has been received. The Customer shall not resell, pledge, or transfer ownership until this condition is fulfilled. In the case of integration or modification of goods with others, co-ownership rights may apply proportionally.

15. Onsite Work and Service Requirements

For all on-site commissioning, service, or installation work:

- The Customer must provide appropriate site access, safety compliance, and working conditions, including electricity, water, and secure storage.
- The Customer must bear costs for delays caused by unavailable equipment or unsafe conditions.
- Cancellations within 14 days of scheduled service may incur fees based on documented preparation and logistics.

16. Severability

If any provision of these Terms is held invalid or unenforceable, the remainder of the Terms will continue in full force and effect. Invalid provisions will be replaced by terms that are legally permissible and closest in meaning to the original intent.

17. Amendments

We reserve the right to update these Terms. The most current version will always be available on our website or upon request.

18. Trade Compliance

Both TH 36 Marine and the Customer shall comply with all applicable export control, customs, and international trade laws. If performance is restricted by embargo, sanctions, or other regulatory measures, TH 36 Marine reserves the right to suspend or terminate the contract without liability. The Customer confirms that no products or services will be used for prohibited or restricted end uses or end users under applicable law. Any breach shall entitle TH 36 Marine to terminate the agreement immediately and seek compensation for resulting damages.

19. Indemnification

The Customer shall indemnify and hold harmless TH 36 Marine from any claims, losses, liabilities, or costs arising from improper use of delivered products or services, third-party claims related to integration, misuse, or unauthorized modifications, and any breach of these Terms.

20. Precedence

In the event of any inconsistency between these Terms and any Customer-issued order or agreement, these Terms shall prevail unless specifically agreed otherwise in writing by TH 36 Marine.