



DIE AND TOOLING GENERAL TERMS AND CONDITIONS

1. In these DIE & TOOLING GENERAL TERMS AND CONDITIONS the following expressions shall have the meanings here ascribed to them unless the context requires otherwise:

“Agreement” means the agreement for sale and the purchase of the products of which the terms and conditions are stipulated in the Metals Fixation Confirmation (hereinafter called the “MC”), Debit Note for deposit, Commercial Invoice and these Sales General Terms and Conditions (hereinafter called the “SGTC”).

“Seller” means **Oriental Copper Co., Ltd.**, having its registered address at 27th Floor, Bangkok Insurance/Y.W.C.A. Building, 25 South Sathon Road, Thungmahamek, Sathon, Bangkok, 10120, Thailand.

“Buyer” means the person or juristic person who accepts a quotation from OC for the sales of the Products or whose order for the Products is accepted by the Seller.

“Products” means the products to be ordered by the Buyer and agreed to be supplied by OC in accordance with these Terms and Conditions.

“Die and/or Tooling” means the equipment payable by the Buyer to OC for and in consideration of the products, nominated in US Dollars or other currencies as agreed upon by the parties (hereinafter called the “Die & Tooling”).

2. PERIOD OF NON-ACTIVE DIE AND/OR TOOLING

- 2.1 If the Die and/or Tooling is Non-active more than 5 (Five) consecutive years counting from the latest Purchase Order, OC reserves the right to cancel (dispose)/make use of (modify) the Die and/or Tooling without written consent by the Buyer.

3. RIGHTS OF DIE & TOOLING

- 3.1 In the event of the drawing is designed by OC, the Possessory Right shall be:

3.1.1 OC shall produce the same design of Die & Tooling to the Buyers, unless otherwise specified to other conditions agreed by both parties.

3.1.2 In the event OC is required to show photos and/or sample of the Products for commercial, advertisement and/or any events/exhibitions, OC shall ask permission to the Buyer in advance.

- 3.2 Ownership of Die & Tooling

3.2.2 In the event of the Die & Tooling paid by the Buyer.

3.2.2.1 If the Buyer has no order of the product to OC more than 5 (Five) consecutive years, the right of Die & Tooling usage shall be terminated automatically without permission from the Buyer.

3.2.2.2 OC reserves the right SHALL NOT return the physical Die & Tooling to the Buyer.

3.2.3 In this clause 3.2, OC shall be responsible for the die replacement and/or maintenance of the Die & Tooling in order to continue sales order of the Products from the Buyer.

4. INTELLECTUAL PROPERTY

- 4.1 OC shall be responsible to the Buyer for any claim of a third party alleging infringement of any trademark, other identifying mark, design, utility model, copyright or patent of such party by reason of sales or use of the Products in the Territory.

- 4.2 The Buyer hereby confirms that any and all the trademarks, designs, copyright, patents and know-how used and embodied in the Products remain the exclusive property of OC and that the Buyer shall not produce or reproduce the Products or products similar to the Products.

- 4.3 The Buyer shall immediately inform OC as soon as the Buyer discovers that any other person has commenced or may commence or continue to use the Seller’s trademarks, brands or other intellectual property in the Territory.

5. FORCE MAJEURE

Should OC be wholly or partially prevented from carrying on its obligations under the Agreement due to circumstances beyond the reasonable control of OC (“Force Majeure”), including but not limited to: fire; flood; storm; earthquake; acts of God; strikes; riots; elements of war; military operations of any kind; terrorism; shortage of power, transportation, materials, and energy resources; blockade or prohibitions of export or import; including any other obligation which cannot be carried out shall be suspended as long as the Force Majeure prevails.

OC shall promptly notify the Buyer in writing when it is affected by any Force Majeure event. The notice must:

5.1 specify the obligations it cannot perform;

5.2 fully describe the event of Force Majeure;

5.3 estimate the time during which the event of Force Majeure will continue; and

5.4 specify the measures proposed to remedy the Force Majeure.

In the case that the Force Majeure shall prevail for more than ninety (90) days from the date of its commencement, then OC shall be entitled to cancel the Agreement by written notice to the Buyer, without prejudice to any of the rights of Seller accrued prior to the termination date.

6. SALES GENERAL TERMS AND CONDITIONS

This Agreement shall be deemed to include the Seller’s Sales General Terms and Conditions No. FM-RK-001; those conditions are expressly incorporated into this Agreement.