

(สัญญาจ้างพิมพ์^{*}ตัวโดยสาร)

Contract for the Supply and Delivery of Accountable Traffic Documents

This Contract is executed and delivered this.....day of....., B.E..... (A.D.....), between Thai Airways International Public Company Limited, represented by, (hereinafter called “THAI”) of the one part and, incorporated under the laws ofwith its registered business office atrepresented by....., Passport No.(hereinafter called “Contractor”) of the other part.

Document evidencing such registration of the “Contractor” and the authority of the person signing on behalf of the “Contractor” are attached hereto.

THAI and Contractor mutually agree as follows:

Article 1. Contract Documents

The following documents are attached to this Contract and made an integral part of this Contract, as though fully written out and set forth herein:

Schedule I Terms and Conditions

Appendix A. Conditions of Contract

Appendix B. Invitation to Bid No. WP_____/_____ dated _____, _____

Appendix C. Bid

Appendix D. Purchase Order No. _____, dated _____, _____

Schedule II Specifications and Examples

Appendix A. Specifications

1. _____
2. _____
3. _____
4. _____

Appendix B. Examples

1. _____
2. _____
3. _____
4. _____

All of the foregoing documents, together with this Contract, are referred to herein as “the Contract Documents”. In case of conflict arises between the terms of Contract and the documents attached, the former shall prevail. The Conditions of Contract shall prevail over all other Appendices. In the event of any inconsistency among other attached documents, then the Contactor shall accept the decision made by the “THAI”.

Article 2. Agreement for Supply of Goods

Contractor agrees to supply and THAI agrees to pay for the goods as described and referred in the Contract Documents as “the Goods” at the total price of _____ (_____). This price is F.O.B price and include the cost of artwork and storage and insurance charges and distribution services.

Contractor agrees to perform, fulfill, abide by, and submit to any and all of the provisions and requirements and all matters and things contained of expressed in, or reasonably to be inferred from the Contract Documents.

Article 3. Performance Security

At the time of execution of this Contract, Contractor has submitted to THAI a performance security in the form of letter of guarantee issued by _____ No. _____ dated _____ in the amount of _____ (_____) which is equivalent to five percent (5 %) of the Contract Price. The said security shall be valid from the date of signing this Contract until Contractor is free from his liabilities under this Contract.

Article 4. Notices

All notices called for by the terms of the Contract Documents shall be in writing in the English language and shall be delivered by hand or by registered mail or by facsimile to the party’s address to which it is given. All notices shall be deemed to be duly made when received by the party to whom it is addressed at the following addresses or such other addresses as such party may subsequently notify to the other one:

THAI: _____
 Director, Revenue Accounting Department
 Thai Airways International Public Company Limited
 89 Vibhavadi Rangsit Road, Bangkok 10900,
 Thailand

Contractor: _____

In case such notices are sent by facsimile, they will be deemed to have been duly given when receipt acknowledged.

Article 5. Integration

THAI and Contractor agree that this Contract, including the Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties, and that it integrates, combines, and supersedes all prior and contemporaneous negotiations, understanding and agreements, whether written or oral and that no modification or alteration of this Contract, including Contract Documents, shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract.

Article 6. Counterparts

This Contract is executed in two identical counterparts, one for THAI, one for Contractor.

Both parties have read and understood all details in this Contract and all of the Contract Documents and have hereinto appended their respective signatures and affixed their seals (if any) in the presence of witnesses.

THAI

Contractor

By.....
(_____)

By.....
(_____)

Witness.....
(.....)

Witness.....
(.....)

Schedule I Terms and Conditions

Appendix A

Conditions of Contract

Clause 1. Definitions

In the Contract, words indicating the singular may also include the plural and vice versa as the context requires, and the following words and expression shall have the meanings assigned to herein except as the context requires otherwise:

- i) "Contract" means the Contract and all other documents specified therein as forming integral part of the Contract.
- ii) "Contract Price" means the total price stated in Article 2 of the Contract.
- iii) "Days" means consecutive calendar days unless otherwise specified.
- iv) "Goods" means all of the Accountable Traffic Documents to be purchased as stated in sub-paragraph i) above.
- v) "Specifications" comprise the Traffic Documents specifications and examples and/or descriptive literature.

Clause 2. Guarantee of Quality of Goods

Contractor guarantees that the Goods sold under the Contract are of a quality not below that as stipulated in the Specifications.

Clause 3. Taxes, Duties, Etc. Payable in Countries Other Than Thailand

Any export taxes, duties, fees or other charges of whatsoever nature which shall be payable in countries other than Thailand for Goods which are to be imported into Thailand or other countries under the Contract shall be entirely the responsibility of THAI.

Clause 4. Clearance of Goods from Port of Exit and Entry

THAI shall be solely responsible for clearing Goods being exported from the country of Contractor and imported into Thailand or other countries under this Contract at the port of entry.

Clause 5. Inspection of the Goods

Contractor shall have and perform the obligation to make full and adequate inspection of the Goods. Before Storage or Actual Delivery, Contractor shall see that the Goods to be delivered under the Contract are inspected and found correct in accordance with Specifications and other requirements of the Contract, and are not defective, due to materials used, the workmanship or design involved.

Clause 6. Import Duties, Fees and other Expenses, Taxes Payable in Thailand or Third Country

THAI shall pay all import duties, taxes, fees and other expenses incurred in Thailand or third country.

Clause 7. Delivery of Goods

7.1 All Goods to be supplied under this Contract shall be delivered to THAI and after inspection and acceptance by THAI stored, at Contractor's expenses at Contractor's warehouse for distribution services within _____() days or _____() months counted from the date of the execution of this Contract (Storage Delivery). Contractor undertakes to take the insurance in favor of THAI with the right to claim payable in Thailand to cover the loss of or damage to the Goods while stored and during transportation before delivery to Contractor with Contractor's own expenses.

7.2 THAI will notify Contractor in writing about the requirement of the Goods in each occasion. Upon notified by THAI, Contractor shall deliver the Goods to THAI in the quantity and Actual Delivery date to be specified by THAI to THAI's on-line office. (Actual Delivery). The Actual Delivery of the last set of the Goods shall be within _____() months from the date of storage in the warehouse.

7.3 Contractor shall arrange to have clear markings on each package as required by THAI with type of each Good and quantity of each package on the sides thereof, and shall see that the Goods are packed securely enough to prevent deterioration, knocking about or causing any damage from transportation or weather conditions while the Goods are in transit.

7.4 The quantity for the real production of the Goods to be delivered as specified in the Specifications and the Purchase Order can be increased or decreased in no higher than 10% ten percent of the specified amount which the price of the Goods shall be adjusted accordingly using the same price for calculation of the whole quantity of the Goods.

Clause 8. Inspection and Acceptance of Goods

8.1 THAI will appoint a representative to inspect the Goods under the Contract at Contractor's warehouse. THAI will be notified by not less than 15 (fifteen) days in advance as to the date of Storage Delivery and acceptance so that he or his representative(s) will be able to be present at such time.

8.2 At Storage Delivery ,if THAI's representative is satisfied that the Goods are correct and in full compliance with the Contract, the Acceptance Certificate will be issued to Contractor, but if not correct or not in full compliance with the requirements under the Contract for any reason, THAI shall have the sole right to reject the whole or part of the Goods found defective or non-conforming to Specification(s), and in such case it shall be considered that Contractor has not delivered the Goods. If THAI orders Contractor to correct or replace the whole or part of the Goods, Contractor shall make correction or replacement of the Goods with in 15 (fifteen) days from the date of THAI's notice at no cost to THAI. The time wasted due to the said cause shall not be taken by Contractor as an excuse for extension of time in the Contract.

8.3 Contractor shall be responsible for all costs incurred in reproduction, re-transportation and all related expenses a of the Goods as required by THAI's inspecting person.

8.4 For the Storage and Actual Delivery of any set of the Goods , if the shortage of any part making it impossible for the Goods to be used wholly as the assembled set, it shall be deemed that such set of the Goods have never been delivered, for which liquidated damages shall be imposed in full on the cost of the whole set.

Clause 9. Loss or Damage During Transport and Storage

In case where there is any loss or damage incurred by the Goods during transportation and storage, Contractor shall replace or repair such Goods at his own expenses within a reasonable time.

Clause 10. Warranty

Contractor undertakes to warrant against the defect of the Goods for a period of 1 (one) months from the date of Actual Delivery of the relevant Goods to THAI. Should there be any defect or lack of efficiency due to the quality of materials, design, assembly, fabrication or production, Contractor shall repair or replace the Goods free of charge within a reasonable time. Contractor shall bear the whole cost thereof.

Should Contractor fail to carry out the repair or replacement of the Goods within a reasonable time to be determined by THAI, the latter is entitled to hire the third party to repair or replace the Goods at expense of Contractor.

Clause 11. Terms and Methods of Payment

Payment of the prices of the Goods shall be made by THAI 30 (thirty) days after completion of the printing and the receipt by THAI from Contractor of the corresponding complete invoice together with a copy of the Acceptance Certificate issued pursuant to Clause 8.2.

Payments shall be made by [an irrevocable letter of credit (L/C) to be established by THAI through a bank designated by Contractor in favor of Contractor.]; or directly by THAI or THAI's local office in _____ on THAI's instructions. Upon receipt of each payment, Contractor shall furnish a cash receipt signed by Contractor or by the receiver to THAI by hand or by registered mail sent to THAI within 7(seven) days.

All expenses incurred in relation to the opening of letter of credit in Thailand shall be borne by THAI and all expenses in relation to the confirming of letter of credit outside Thailand shall be borne by the Contractor.

Clause 12. Termination of the Contract

In case of failure of Contractor to complete the production and delivery of the Goods within the scheduled time (Storage or Actual Delivery) under the Contract as may be extended from time to time under the Contract or in case of becoming bankrupt or non-compliance with the obligations under any Clauses of the Contract, THAI is entitled to terminate the Contract, in whole or in part by written notice of termination sent to Contractor.

THAI's failure to terminate the Contract under the first paragraph shall not constitute justification for Contractor to be relieved of any liabilities under the Contract.

Clause 13. Liquidated Damages

In case of failure of Contractor to complete the production and delivery of Goods by the time scheduled in the Contract (Actual and/or Storage Delivery), and/or in case the

Goods have been rejected for not meeting the Specifications or any requirement, Contractor agrees to pay liquidated damages to THAI on a daily basis at the rate of 0.1% (zero point one percent) of the cost of the set of each Goods not completely delivered.

(i) in case of Storage Delivery, from the day following the specified date for Storage Delivery up to the date the Goods actually stored in the warehouse as stipulated in Clause 7.1.

(ii) in case of Actual Delivery, from the day to be specified by THAI for Actual Delivery of the Goods to actual date of delivery of the Goods to THAI correctly and completely.

For any failure to deliver any set of the Goods in the preceding paragraph(s), the liquidated damages shall be imposed in full on the cost of the whole set.

If THAI has not yet terminated the Contract and considers that Contractor is unable to continue its performance of the Contract, THAI is entitled to terminate the whole or part of this Contract, as THAI may deem it appropriate and may exercise the right under Clause 14. In addition, if THAI notifies Contractor after the Storage or Actual Delivery time scheduled in the Contract that he demands the payment of the liquidated damages, THAI shall also be entitled to the liquidated damages up to the date of termination of the Contract.

In case THAI accepts the Goods which Contractor has delayed in delivering, Contractor agrees to pay the liquidated damages at the time of Storage and/or Actual Delivery of the Goods as the case may be.

Clause 14. THAI's Right After Termination of the Contract

In case THAI terminates the Contract under Clause 12 or the second paragraph of Clause 13, Contractor agrees to let THAI confiscate the security by claiming against the bank issuing the performance security in whole or in part as may be deemed advisable by THAI. Besides, Contractor shall be liable to pay all damages to THAI, and if THAI procures the Goods from another person in whole or in part, especially for those falling short as the case may be, within a period of 12(Twelve) months from the date of termination, Contractor agrees to reimburse the extra cost over and above those stipulated in the Contract.

Clause 15. Claim for Damages

In claiming damages, including liquidated damages, from Contractor under this Contract, THAI may be reimbursed by way of deduction from the cost of the Goods including reimbursable costs remaining unpaid to Contractor or by claiming against the bank issuing the performance security as THAI may prefer.

Clause 16. Force Majeure

Where there is Force Majeure which causes delay in delivery of the Goods under the Contract, THAI shall be notified in writing at once with evidence of the facts involving Force Majeure in order to enable THAI to give the matter due consideration and extension of the delivery time to cover the delay to said Force Majeure.

In this Contract Force Majeure denotes any event, the happening or pernicious results of which could not be prevented even though a person against whom it happened or threatened to happen were to take such appropriate care as might be expected from him in his situation.

Clause 17. Ownership of the Goods

Any purported transfer of the ownership of the Goods as evidenced by Certificate of acceptance insurance policy and other such documents shall not affect Contractor's obligations under this Contract.

Clause 18. Transfer or Change of Right under the Contract

Contractor shall not on any account subcontract, transfer or change the rights under the Contract except with prior written consent from THAI.

Clause 19. Law of Contract

This Contract shall be subject to and construed in accordance with the Law of the Kingdom of Thailand.
