

## **General Terms and Conditions of the Purchasing Order Confirmation**

### **NS BlueScope Lysaght (Thailand) Co., Ltd.**

#### **1. General Terms and Conditions**

- 1.1. These General Terms and Conditions of the Purchasing Order Confirmation shall apply to all installation orders that the customer ("**Customer**") places an order to NS BlueScope Lysaght (Thailand) Co., Ltd. ("**BlueScope**") for an installation of the goods as detailed in the Scope of Works table of the final Purchasing Order Confirmation executed and submitted to BlueScope by the Customer or its Personnel ("**Order**").
- 1.2. In placing the Order to BlueScope, the Customer has thoroughly read all the details, terms, and conditions stipulated in the Purchasing Order Confirmation and these General Terms and Conditions (collectively referred to as the "**Purchasing Terms**") in its entirety, agreed to make the Order for the works, and agreed to be bound by such Purchasing Terms. Any amendments to the Purchasing Terms must be made in writing and signed by both the Customer and BlueScope.

#### **2. Price**

- 2.1. The Price quoted in the Purchasing Order Confirmation is exclusive of the following other expenses unless expressly provided otherwise in the Scope of Works:
  - 1) All steel structures and gutters;
  - 2) Construction canvas and dustproof canvas; and
  - 3) Transportation costs, bird screen, bird net, and insect net.
- 2.2. The Price quoted for the Order is inclusive of the items expressly provided in the Scope of Works only.
- 2.3. In the event of any default in payment, BlueScope reserves the right to charge interest on the outstanding amount at the highest rate prescribed by law, which shall be calculated from the date of default until the receipt date of the correct and complete performance of the obligations by BlueScope.
- 2.4. The Price quoted for the Order is estimated from a drawing or proposal received from the Customer. The actual price is subject to change based on a calculation of the actual amount of work.

#### **3. Variation and Additional Works**

- 3.1. BlueScope reserves the right to adjust the rate for variation or additional works, including additional costs incurred therefrom, to be in accordance with the schedule of rates quoted in the Purchasing Order Confirmation or may amend the rates subject to mutual agreement by both parties.

#### **4. Acceptance of Works**

- 4.1. The Customer agrees to provide support to BlueScope before and during BlueScope's performance of its obligations hereunder until completion in accordance with the schedule as follows:
  - 1) the Customer shall ensure that the site is safe and ready for BlueScope's delivery of the works throughout the project term, for example, the area shall be suitable for unloading the goods or the roll forming machine on-site;
  - 2) the Customer shall ensure that the concrete structure/foundation shall be available for BlueScope to commence and perform the works hereunder from the agreed scheduled date throughout the project term;

- 3) the Customer shall provide suitable storage space for the works to be stored at the site in accordance with BlueScope's requirements (i.e. the area that is covered, dry, and has good air circulation) for damage prevention; and
- 4) the Customer shall provide suitable and convenient power junction points, power supply, water junction points, and water supply for BlueScope to carry out its works at the site throughout the project term.

#### 4.2. Inspection for Acceptance

- 1) The Customer shall carry out the inspection and accept the works by issuing a Certificate of Completion to BlueScope, and in case of any discrepancies, notify BlueScope in writing within 7 working days after the receipt of works from BlueScope, otherwise the delivery shall be deemed completely accepted;
- 2) In case of any defect to the works due to BlueScope's fault, BlueScope shall promptly undertake to repair or replace such defect as soon as practicable or subject to the mutual agreement between the parties;
- 3) In case of any defect to the works or a claim on any part thereof, the Customer agrees not to reject the acceptance of other parts that are non-defective and shall accept and make a payment for such non-defective parts as per the payment terms accordingly; and
- 4) In case of any delay penalty to be held responsible by BlueScope for any reason, BlueScope's liability shall not exceed the daily rate of 0.1% of the Price per delay day up to a maximum aggregate amount of 5% of the Price in any events calculated until the completion date of the delivery of that parts.

### 5. Delay

- 5.1. If BlueScope's performance of the work is suspended in accordance with the Purchasing Terms or delayed for any reason other than BlueScope's breach hereof, BlueScope will be entitled to an extension of time to the relevant Milestone Dates and/or Date for Completion equal to the number of days of delay and the Customer will reimburse BlueScope for all additional costs it reasonably incurs as a result of such delay, including additional transportation and storage costs incurred.

### 6. Risk and Title

- 6.1. BlueScope will retain sole legal title in the goods and/or the work and have a lien over them until all amounts due hereunder are received in full by BlueScope, at which time, title in the goods and/or the work will pass to the Customer.
- 6.2. All risk in and responsibility for the goods and the work will pass to the Customer on the earlier of the date inserted in the Certificate of Completion or the time that the Customer takes over or begins to use all or any part of the work.

### 7. Subcontracting

- 7.1. The Customer acknowledges and agrees that BlueScope may subcontract any part of the work including design, manufacture, fabrication, transportation, and installation, if applicable, without the approval of the Customer. BlueScope will be responsible for the acts, defaults, or omissions of the subcontractors, their employees, and agents.

## 8. Safety

8.1. The Customer shall ensure that, at all times, all of its Personnel comply with generally accepted safety standards and abide by BlueScope's Project Site Safety policies and any direction given by BlueScope or its representative. In case of a failure to comply therewith or if BlueScope determines that the performance of such work is unsafe, BlueScope may immediately suspend that part of the work until such failure has been rectified to the satisfaction of BlueScope and it shall not be held responsible for any penalty or liquidated damages during the suspension. Notwithstanding BlueScope's obligations under this clause, the Customer will be and will remain responsible for the safety of the remainder of the Site. In case of any discrepancies between the terms under this clause and those in any other documents, this clause shall prevail.

## 9. Warranty

- 9.1. BlueScope agrees to provide a warranty for leaking under normal environments and normal use as well as other warranties in accordance with BlueScope's standard terms and conditions of warranty as stipulated in BlueScope's warranty certificate to be delivered to the Customer by BlueScope upon its receipt of full payment, provided that the standard Warranty Period/Defect Liability Period shall be valid for a period as specified in BlueScope's warranty certificate.
- 9.2. BlueScope shall undertake to repair or replace any defect under normal environments and normal use of materials within the Warranty Period/Defect Liability Period under the terms and conditions of the warranty certificate issued by BlueScope, provided that the defective parts are used and maintained by the Customer in accordance with BlueScope's recommendations, BlueScope will:
- 1) Repair or replace the defective parts; or
  - 2) Responsible for the direct costs of repair or replacement of the defective parts.

## 10. Limitation of Liabilities

10.1. **Notwithstanding any other provision in the Purchasing Terms or the main contract entered into between the Customer and BlueScope, the owner or any other third party regarding the subject matter hereof, to the fullest extent permitted by the applicable laws, BlueScope will not be liable to the Customer for:**

- 1) **any loss or damage to the goods or work resulting from any act or omission on the part of the Customer or any of its Personnel;**
- 2) **any failure by the Customer to comply with the applicable laws;**
- 3) **any indirect or consequential loss or damage to the goods or work whatsoever and howsoever arising including but not limited to loss of profit, loss of revenue, loss of production, business interruption, loss of use, loss of product, loss of business, loss of contracts, or loss of investment;**
- 4) **any claim, action, or proceeding by a third party against the Customer or any liability held responsible by the Customer that is not caused by a direct action of BlueScope.**

**Further, the parties agree that BlueScope's maximum aggregate liability arising out of or in connection with the Order, the goods, services and/or works, howsoever arising, is limited to**

**an amount equal to the Price or the entire value of the Order quoted in the Purchasing Order Confirmation only.**

**11. Confidential Information and Intellectual Property**

- 11.1. The Customer agrees to keep strictly confidential any installation manuals, installation drawings, and other technical information relating to the goods, services and/or works under the Order, BlueScope's business or operations ("**Confidential Information**").
- 11.2. The Customer acknowledges and warrants that BlueScope owns all present and future rights conferred by statute, common law, equity, or otherwise in or in relation to copyright, trademarks, designs, patents, circuit layouts, plant varieties, inventions, and confidential information, and all other results of intellectual activity in any field whether or not registrable, registered or patentable ("**Intellectual Property Rights**") embodied in the Confidential Information, the proposal, the Purchasing Order Confirmation, any annexures thereto, as well as the goods, services and works.
- 11.3. BlueScope grants the Customer a royalty-free, non-assignable, and non-transferable license to use those Intellectual Property Rights only for the limited purposes of installing, maintaining, and repairing the goods and/or work. The Customer shall not disclose, reproduce, modify, transmit, disseminate, use or otherwise deal with such Intellectual Property Rights, or allow any third party to do so, without the prior written consent of BlueScope.

**12. Force Majeure**

- 12.1. If BlueScope is prevented either directly or indirectly from performing any of its obligations by reason of Force Majeure and/or any actions of the Customer and/or its Personnel, BlueScope shall be entitled, at its option, by notice to the Customer, either to extend the Date for Completion for a reasonable period or to terminate this Order, and the Customer shall not, in consequence, have any claim against BlueScope for damages or any other remedy for such failure. For the purposes of this clause, "Force Majeure" shall mean, in addition to the legal definition, an act of God, war, fire, strike, epidemic, trade or industrial disputes, government and judicial acts or orders, government interference, accidents or any other circumstances beyond BlueScope's reasonable control.

**13. Termination**

- 13.1. The Customer is entitled to terminate the Order if BlueScope is in breach of its obligation under the Purchasing Terms and fails to rectify such breach within 30 days from the receipt date of the Customer's notice to do so.
- 13.2. BlueScope may suspend or terminate the Order if the Customer fails to make any payment of the Price in accordance with the payment terms or fails to perform any obligations or comply with any other terms and conditions as mutually agreed upon.
- 13.3. Without prejudice to any other rights BlueScope may have under the Purchasing Terms, in the event of suspension, termination, or cancellation under 13.1 or 13.2, BlueScope shall in such event be entitled to be paid for the value of the works and actual expenses incurred up to the date of suspension, termination, or cancellation, as the case may be.

#### **14. Anti-Bribery, Corruption, Trade Sanctions, and Modern Slavery**

- 14.1. **Anti-Bribery and Corruption** - The parties shall not offer or provide any benefit (including any payment, gift, hospitality, or gratuity) to any person with the intention of improperly influencing such person in the exercise of their duties (including to make a decision or to take any other action). In addition, the Customer represents, warrants, and undertakes that throughout the term of the Order:
- 1) The Customer and any of its directors, officers, employees, suppliers, contractors, subcontractors, agents, and representatives (collectively referred to as the "**Personnel**") have not acted in violation of and shall comply with all applicable anti-corruption or anti-bribery law, including but not limited to the Organic Act on Counter Corruption of Thailand B.E. 2542 (1999), the US Foreign Corrupt Practices Act 1977, the UK Bribery Act (collectively referred to as the "**ABC Laws**")
  - 2) The Customer shall take all reasonable steps to ensure that all of its Personnel comply with all ABC Laws; and
  - 3) The Customer shall maintain in place throughout the term of this Order policies and procedures to promote compliance with ABC Laws (which policies and procedures shall be disclosed to BlueScope on request) and will enforce them where appropriate.
- 14.2. **Trade Sanctions** - **Sanctions Laws** mean all applicable financial, economic, and trade sanctions (whether primary or secondary), and export controls laws and regulations (or any similar restrictions) imposed by the United Nations, the governments of Australia, the United Kingdom, the European Union, the United States of America and any other country with jurisdiction over any transaction or activity contemplated by this Order. In addition, the Customer represents, warrants, and undertakes that throughout the term of the Order:
- 1) The Customer will comply with all Sanctions Laws applicable to it;
  - 2) The Customer shall not, without BlueScope's prior written consent, perform any transaction with BlueScope sourced in whole or in part in contravention of Sanctions Laws or from any persons or entities subject to Sanctions Laws;
  - 3) The Customer is not, and is in no way connected with, a sanctioned entity or a sanctioned individual under Sanctions Laws; and
  - 4) In the event that the Customer or any of its shareholders or subsidiaries (or any Personnel thereof) is designated under Sanctions Laws and becomes a sanctioned party (or is owned or controlled by, or is acting on behalf of such party), then BlueScope may terminate the Order with immediate effect by providing written notice of termination to the Customer.
- 14.3. **Modern Slavery** means any activity, practice, or conduct that would constitute an offense in relation to slavery, forced labor, child labor, involuntary servitude, debt bondage, human trafficking, and other slavery-like exploitation as prohibited under all applicable laws, statutes, regulations, and codes from time to time in force including but not limited to the labor laws of Thailand, Australia, and the United Kingdom. For the avoidance of doubt, Modern Slavery includes any conditions or practices similar to those prohibited under those laws, statutes, regulations, and codes. The Customer represents, warrants, and undertakes that throughout the term of the Order the Customer and its Personnel:

- 1) shall not engage in Modern Slavery;
- 2) shall comply with all statutory requirements relating to Modern Slavery;
- 3) shall develop and maintain policies and procedures to avoid engaging in Modern Slavery; and
- 4) acknowledge that BlueScope has corporate reporting requirements with regard to Modern Slavery and, at the reasonable request of BlueScope, the Customer will confirm in writing that it has complied with its undertakings under this clause and will provide any information reasonably requested by BlueScope in support of such compliance

14.4. **Notice** – Upon becoming aware of any actual, reasonably suspected, or anticipated breach of representations, warranties, and undertakings of this clause by it or any of its Personnel, the Customer must immediately provide written notice of the breach giving full details of such breach and steps it is taking to investigate the breach or potential breach to BlueScope.

14.5. **Right of Termination**

- 1) Breach of any part of this clause is a material breach for the purposes of termination;
- 2) If the Customer is in breach of any part of this clause, or BlueScope has reasonable grounds to suspect such a breach, without prejudice to any other remedy BlueScope may have, BlueScope may immediately terminate the Order for breach by providing written notice of termination to the Customer;
- 3) The Customer shall indemnify BlueScope for any cost, loss, expense, damage, claim, or liability whatsoever (including legal and other professional expenses) arising from or related to breach by the Customer of any representation or warranty made under this clause;
- 4) Notwithstanding any other provision of the Purchasing Terms, as a consequence of the termination under this clause, BlueScope shall not be liable to deliver any further products or perform any obligations in accordance with this Order and shall not be liable for any loss or damage or other costs or expenses of any kind whatsoever that the Customer may suffer as a result of such termination; and
- 5) Any right of termination under this clause is in addition to any other right of termination BlueScope may have under the Purchasing Terms or at law.

14.6. **Notwithstanding any other provision of the Purchasing Terms, all prior discussions, negotiations, bid proposals, requests for tender, letters, meeting minutes, memorandums, offers, agreements, the main contract entered into between the parties or with any other third party regarding the subject matter of the Order, and any documents, whether made verbally, in writing or any form, (collectively referred to as "Superseded Documents"), the Customer has read and understood the provisions regarding the Anti-Bribery, Corruption, Trade Sanctions, and Modern Slavery under this Clause 14 and, therefore, acknowledged, accepted to comply and agreed that the provisions of this Clause 14 shall supersede the Superseded Documents in all respects.**

**15. Personal Data Protection**

15.1. The Customer shall, at all times:

- 1) comply with all obligations under the Personal Data Protection Act B.E. 2562 (2019) and/or any other applicable law relating to data privacy or confidentiality ("**PDPA**");



- 2) provide all information and cooperation regarding the processing, use, and disclosure of personal data that BlueScope discloses to the Customer, or which the Customer uses, discloses, or processes on BlueScope's behalf ("**BlueScope Personal Data**") that BlueScope may reasonably require in order to comply with BlueScope's obligations under the PDPA;
- 3) only collect, process, disclose, or use the BlueScope Personal Data
  - A) strictly for the purposes of fulfilling the Customer's obligations under the Purchasing Terms;
  - B) with BlueScope's prior written consent; or
  - C) when required by law or an order of court, but the Customer shall notify BlueScope as soon as practicable before complying with such law or order of court at its own costs;
- 4) put in place adequate measures to ensure that the BlueScope Personal Data is accurate and complete, and take steps to correct the BlueScope Personal Data in the Customer's control or possession, as soon as practicable upon BlueScope's written request;
- 5) provide BlueScope with access to the BlueScope Personal Data that the Customer have in its possession or control, as soon as practicable upon BlueScope's written request;
- 6) not transfer BlueScope Personal Data to a place outside Thailand without BlueScope's prior written consent;
- 7) only permit its officers or employees to access the BlueScope Personal Data on a need-to-know basis;
- 8) protect the BlueScope Personal Data in its control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative and procedural and information and communications technology measures) to prevent any unauthorized or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of the BlueScope Personal Data, or other similar risks and the loss of any storage medium or device on which personal data is stored;
- 9) cease to retain BlueScope Personal Data and documents containing BlueScope Personal Data, or remove the means by which BlueScope Personal Data can be associated with (or to identify) any data subjects, once it is no longer necessary to serve the purposes of this agreement; and
- 10) upon BlueScope's request at any time, to immediately delete or return BlueScope (at BlueScope's discretion), all BlueScope Personal Data, and instruct all third parties to whom the Customer have disclosed BlueScope Personal Data to return or delete BlueScope Personal Data.

## **16. Miscellaneous**

- 16.1. This Purchase Order Confirmation constitutes the entire terms, conditions, and agreement between BlueScope and the Customer with respect to the Order and subject matter hereof, including any part of the performance carried out prior to the date hereof (where applicable), and supersedes the Superseded Documents.
- 16.2. These Purchasing Terms are written in English and Thai, and the English version will prevail in case of conflict.
- 16.3. Any omission or waiver to exercise any right to the Customer shall not constitute a waiver of any of BlueScope's rights hereunder or at law.

- 16.4. In the event any part of the Purchasing Terms is deemed illegal, unenforceable, or void, all remaining terms and conditions shall remain in full force and effect.
- 16.5. The Customer may not assign its rights or interest or delegate its duties under the Purchasing Terms to a third party without the prior written consent of BlueScope.
- 16.6. These Purchasing Terms shall be governed and interpreted in accordance with the provisions of Thai laws and are subject to the jurisdiction of the courts of Thailand.

**Supporting Documents Required for the Purchasing Order Confirmation from the Customer**

- 1) A copy of the company certificate/affidavit with the signatures of authorized representatives and the company seal affixed;
- 2) A copy of the Certificate of Value Added Tax registration. (Form Por.Por.20) with the signatures of authorized representatives and the company seal affixed;
- 3) A copy of the National ID Card or Passport of the authorized representatives with the signatures affixed; and
- 4) Invoicing and Payment Terms.