

Pro-Q (Thailand) Co.,Ltd.

The General Terms and Conditions



1) Term and condition that apply

The contract between Pro-Q (Thailand) Co.,Ltd. here after in call “Pro-Q” and you here in after called “the customer” comprises these term and condition, any special condition attached to these term and condition, the request of quotation and the delivery schedule sent to you confirming your appointment.

The contract between Pro-Q and the customer is formed when the customer return of signed the quotation.

Any terms and conditions proposal by the customer that not accepted by Pro-Q have no legal or other effect with respect to the contract between Pro-Q and the customer, any modifications to these terms and conditions will only be made in accordance each party and acceptable by Pro-Q.

2) Term used

“Service” means the process thorough activity that provides by Pro-Q to the customer i.e. inspection, sorting, rework, repair, technician support, quality system consultancy or any acts that describes in quotation.

“Q Point” means the agreement on the quality check point where essential to product to avoid risk of quality problem.

“Work instruction” means the other agreement that description of the specific tasks and activities to perform the right job needs for the operation of the firm in great details.

3) Invoice and payment

The customer agrees to pay all invoices within the trading tem detail which describe in quotation by electronics transfer of funds.

Oversea business: within 7 days after the service completely provided the customer.

Local business: within 30 days after the service completely provided the customer.

4) The delivery of the service

The deliveries will be made both quantity and at time specific in quotation and Pro-Q may optional reason change the quantity according the actual quantity and date of job completion upon the complexity and condition of works.

5) Force Majeure

Any delay or failure of either party to perform its obligations hereunder will be excused, if and to the extent that. It is caused by an event or occurrence beyond the reasonable control of the party and without fault or negligence, such as, by the way of example and not by way of limitation acts of god, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, and slowdowns), inability to obtain power, material, labor , equipment or transportation, or court injunction or order; provided that written notice of such delay(including the anticipated duration of the delay)will be given by the effect party to the other party without undue delay.

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6) Jurisdiction and governing law

Any demand, claim or dispute arising out of or in connection with the service of Pro-Q under these conditions shall be subject to Thai Law and the exclusive jurisdiction of applicable law of the kingdom of Thailand