

Dole Thailand Ltd.
Purchase
Terms and Conditions

Application of these Terms and Conditions

These Terms and Conditions shall apply to the Seller or the Service Provider, with its registered name and registered office address stated in the Purchase Order and **Dole Thailand Limited**, with a registered office located at 127/10, Panjathani Tower, 10th Floor, Nonsee Road, Chongnonsee, Yannawa, Bangkok, Thailand 10120 and Prachuabkirkhan Province branch operating office located at 180 Moo 4, Hua Hin Nongplub Road, T. Nongplub, A. Hua Hin, Prachuabkirkhan Province 77110 hereinafter called "**Dole or the Buyer**".

Both parties hereby agree as follows;

This Purchase Terms and Conditions (T&C) or Agreement shall not be binding upon the Buyer unless accepted and acknowledged by the Buyer upon signing and returning a copy of this Agreement to the Seller. In the event of any discrepancy or inconsistency between the terms of this T&C and any other document used by either party in connection herewith, the terms of this T&C shall govern. Any provision in the Seller's acknowledgement which is different from this T&C hereof shall not be binding on the Buyer unless the Buyer expressly agrees otherwise in writing.

1. Entire Agreement

The terms and conditions of this T&C and applicable Purchase Order(s) shall be deemed to constitute the entire agreement between the Buyer and the Seller with respect to the subject matter hereof ("Agreement") and no agreement or other understanding in any way modifying the same will be binding unless made in writing and signed by duly authorized representatives of both parties.

2. Goods or Service

The Buyer agrees to buy Goods or Service from the Seller as described in the applicable Purchase Order(s).

3. Price & Payment term

The Price and Payment Term of this Purchase agreement shall be described in applicable Purchase Order(s).

The Price as described above is the total amount due from the Buyer for the Goods or Service to be supplied pursuant to this T&C. Unless otherwise agreed in writing by Buyer, charges, duties or taxes imposed on the Goods or Service (whether by governmental agency or otherwise) by the country of origin or any country through which the Goods or Service pass shall be for the Seller's account and charges, duties or taxes imposed on the Goods or Service (whether by governmental agency or otherwise) by the country of destination shall be for the Buyer's account.

4. Additional Documents

The Seller shall follow the instructions to be given by the Buyer from time to time regarding the documents which the Seller needs to tender to the Buyer at the time of each shipment of the Goods or Service. If the Seller fails to follow such instructions, the Buyer shall have the right to reject such shipment.

5. Delivery

The Seller undertakes to make available the Goods or Service at the destination designated by the Buyer. The Buyer will pay no charge for packing, handling, transport, loading or for packing cases, reels, drums, or other extras, unless otherwise specified in applicable Purchase Order(s). The Seller shall advise immediately of any shortage or delay in delivery and the Buyer reserves the right to cancel from applicable Purchase Order any items not delivered within the specified time frame. The Buyer may, at its option, accept delayed deliveries from the Seller without thereby waiving its right to demand strict compliance with the delivery schedule set forth on this order with respect to all other deliveries. The Seller shall not substitute the Goods or Service without prior written consent of Purchaser.

6. Late Delivery

Time is of the essence of this T&C. All delivery dates specified by the Buyer in each applicable Purchase Order must be strictly complied by the Seller. The Seller shall be liable for all damages or loss suffered by the Buyer arising from any failure by the Seller to adhere to the delivery schedule in each applicable Purchase Order.

7. Warranties

(a) The Seller warrants clear title and ownership to the Goods or Service free from any encumbrances and that the Goods or Service shall conform with agreed specifications, including but not limited to quality, safety, measurement and any other condition stipulated in this T&C. The Seller warrants that all Goods or Service shall be of merchantable quality and safety and free of defects in materials and workmanship and capable of withstanding normal and reasonable wear and tear and that they are fit for the purposes intended by the Buyer.

(b) Upon arrival of the Goods or Service at the Buyer's designated place, the Buyer will inspect the Goods or Service within a reasonable time. If the Goods or Service do not comply with any specifications, term, condition or warranty (whether express or implied), quantity or quality in respect of each applicable Purchase Order, the Buyer shall have the right to reject such Goods or Service or demand the Seller to repair or replace forthwith any Goods or Service which fail to comply with the Seller's warranties as set out above, at the sole cost and expense of the Seller. The Buyer shall be entitled to reject the defective Goods or Service and return the same to the Seller, whereupon the Seller shall refund to the Buyer for all amounts prepaid (if any) or to withhold payment for such defective Goods or Service together with all charges incurred by the Buyer for transportation, handling and storage, if any.

8. Permits

This T&C shall be conditional upon the Seller being able to obtain any certificate, license or permit required under Applicable Laws for the delivery of the Goods or Service to the Buyer.

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9. Assignment

The rights and obligations of the Seller under this T&C may not be assigned without the Buyer's prior written consent.

10. Title & Risks

Unless agreed otherwise in an applicable Purchase Order, Title and Risk to the Goods or Service shall transfer to the Buyer after issuance of a notice of acceptance for the Goods or Service.

11. Confidentiality

The Seller hereby undertakes to keep confidential and not disclose to any party and information regarding this Agreement and any information regarding the Buyer which it may have received during the term of this Agreement.

12. Intellectual Property Rights

The Seller represents and warrants that the Goods or Service supplied do not and will not infringe or violate any patent, copyright, trademark, service mark, trade secret, non-disclosure obligation, or other intellectual property or proprietary right of any other party. The Seller will not, without Dole's written content, use any of Dole's trademarks, trade names, Company and/or Division names, images of packages, letterhead, invoices or any other material bearing Dole's name/logo or that of Dole's subsidiaries in any way whatsoever including in any of the Seller's advertising or promotional material. The Seller may not make any announcement or other declaration of the relationship between the Seller and Dole without Dole's prior written consent.

13. Indemnity

The Seller will defend, indemnify and hold the Buyer harmless from and against all claims, damages, liabilities and expenses (including reasonable attorney's fees) arising out of or resulting from any breach on terms and conditions of this Agreement or warranty hereunder or any tortious act, negligence or omission of the Seller, its agents, employees or subcontractors.

14. Status of Parties

The relationship of Buyer and Seller hereunder will be that of independent contractor and not one of agent or representative or partner

15. Term and Termination

This Agreement becomes effective **as of the date in the Purchase Order(s)**. Termination of this Agreement will terminate any outstanding Purchase Orders between the parties, effective on the termination date set forth for such Purchase Order(s) in the applicable notice of termination.

This Agreement may be terminated at any time upon the mutual written agreement of both Parties. The Party initiating the termination shall provide the other Party with written notice of such intent at least thirty (30) days prior to the intended date of termination. Dole may terminate any Purchase Order without cause by giving Seller thirty (30) days prior written notice. Either Seller or Dole may terminate this Agreement or any Purchase Order if the other Party is in material breach or default of any obligation hereunder, which breach or default is not cured within thirty (30) from the date of a notice.

In the event of termination, all accrued rights and liabilities of the parties arising under this Agreement shall remain unaffected.

16. Force Majeure

If circumstances outside the control of the Buyer, such as war, embargo, civil arrest, quota restrictions or government regulations, make it impossible or impracticable for the Buyer to meet its commitments under this T&C, the Buyer reserves the right to cancel the purchase of the Goods or Service or any installment of the Goods or Service under this T&C, without any penalty or payment of damages. If due to the occurrence of such circumstances, the Seller is unable to supply the total demand for the Goods or Service, the Seller will allocate its available supply among its customers (including the Buyer) in a fair and equitable manner.

17. Applicable Law and Dispute Resolution

This T&C and Purchase Order(s) shall be governed by and construed in accordance with the laws of Thailand. Any dispute or claim arising out of relating to this Agreement shall be brought to the court in Thailand

18. Non-Waiver

The failure or delay of the Buyer to exercise its rights under this T&C or to complain of any act, omission or default on the part of the Seller, no matter how long terms same may continue, or to insist upon a strict performance of any of the terms or provisions herein, shall not be deemed or construed to be a waiver by the Buyer of its rights under this T&C or a waiver of any subsequent breach or default of the terms or provisions of this T&C.

19. Supplier Code of Conduct

The Seller shall adhere to Dole's Worldwide Supplier Code of Conduct, as amended from time to time. The Seller agrees to conduct business with integrity, honesty and transparency and adhere to the following standards;

19.1 Comply with all applicable laws and regulations of Thailand and country of origin of Goods or Service

19.2 Compete fairly without paying bribes, kickbacks or giving anything of value to secure an improper advantage including observe Buyer's policies regarding gifts and entertainment and conflicts of interest when dealing with Buyer's employees

19.3 Ensure that child labor is not used in any operations

19.4 Carry out operations with care for the environment and comply with all applicable environmental laws and regulations.