

Terms and Conditions

1. DEFINITIONS

"Safecom" means Safecom Network Security Solution co. Ltd. company selling products to the Customer as identified in Safecom's Quotation or Invoice.

"Customer" means the person or legal entity identified in Safecom's Quotation or Invoice.

"Contract" means a contract for sale by Safecom to the Customer of the products and/or services incorporating the Terms and Conditions, a specific duration and possible reconduction under the same applicable Terms and Conditions.

"Safecom-branded" means computer hardware and software products that are marked with the "Safecom" or "Peppercon" brand, including all standard components thereof;

"Order Confirmation" means formal acknowledgement of Product ordered by Customer, sent by Safecom.

"Price" means the price as per Safecom Quotation and Order Confirmation and the latter shall have precedence.

"Product(s)" means the products as described in Order Confirmation and may include Safecom-branded products, third party products and Service Offerings

"Service Offering (s)" means the different service options offered by Safecom for the Products or any part of them and for varying periods, as described in Safecom's published literature, including but not limited to Safecom's Invoice and/or Safecom's Service Description.

"Third Party Products" means products other than Safecom-branded.

2. FORMATION OF CONTRACT

2.1 No Contract shall come into existence until the Customer's order has been accepted by Safecom. The Customer warrants that it is buying for its own internal use only and not for re-sale purposes.

2.2 The Products sold and/or services rendered are subject to these Terms and Conditions to the exclusion of any other terms and conditions stipulated or referred to by Customer. The Customer acknowledges that it is aware of the contents of and agrees to be bound by these Terms and Conditions. Neither Safecom's acknowledgment of a purchase order nor its failure to object to conflicting, different, or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof.

3. ORDERS, PRICE AND PAYMENT

3.1 Unless credit terms have been expressly agreed by Safecom, payment for the Products or services shall be made in full before physical delivery of Products or services.

3.2 Customer shall pay for all shipping and handling charges.

3.3 Customer shall bear all country, provincial, government, state and local sales, use, goods and services, value added, excise, privilege and similar levies/taxes.

3.4 Time for payment is of the essence. Safecom reserves the right to charge interest at the rate of 18% per annum on sums overdue.

3.5 Unless Customer and Safecom have agreed to a different discount, Safecom's standard pricing policy for Safecom-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system.

Terms and Conditions

4. SOFTWARE

4.1 All software provided is subject to the terms and conditions of the license agreement relating to that software. Customer acknowledges its obligations to abide by such license agreements. Customer acknowledges that Safecoms does not warrant any software under these Terms and Conditions. All software is warranted in accordance with the license agreement that governs its use.

4.2 All rights, title or interest in respect of the intellectual property rights in the software remain with Safecoms or the licensor of the software at all times.

5. TITLE AND RISK

Title to and risk in the Products shall pass to the Customer upon delivery of the Products to Customer. Title to those Products, which are software, shall remain with the applicable licensor(s) at all times.

6. DELIVERY

6.1 Safecoms shall deliver the Products to the place of delivery designated by Customer and agreed to by Safecoms ("Place of Delivery").

6.2 Safecoms may, at its discretion, deliver the products by installments in any sequence. Where the Products are so delivered by installments, each installment shall be deemed to be the subject of a separate contract and no default or failure by Safecoms in respect of any one or more installments shall vitiate the Contract in respect of Products previously delivered or undelivered Products.

6.3 Any dates quoted by Safecoms for the delivery of the Products are approximate only and shall not form part of the Contract. Safecoms shall not be liable for any delay in delivery of the Products and/or services, howsoever caused.

6.4 Safecoms may revise and/or discontinue products at any time without notice as part of Safecoms' policy of ongoing product up-date and revision. Revised or updated products will have the functionality and performance of the Products ordered. The Customer accepts that Safecoms' policy may result in differences between the specification of products delivered to the Customer and the specification of Products ordered.

7. ACCEPTANCE OF PRODUCTS

7.1 Unless the Customer notifies Safecoms to the contrary on the day of delivery and such notification is confirmed in writing within two days, the Products shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Contract. The Customer shall not be entitled to withhold payment of all or any of the Price of the Products whilst any claim is being investigated by Safecoms.

7.2 Unless they are deemed defective and need replacement under our warranty policy, products delivered to Customers can not be returned. Ordered of standard products cancelled before delivery will be subject to restocking fee of 20%.

7.3 Cancellation of a software development contract will incur a fee calculated as the sum of the following values:

- a. The value of the software phase already developed and accepted by the customer
- b. The value of the phase currently in development
- c. A penalty of 30% of the total value of the contract as per the quotation approved by the customer.

8. WARRANTY

8.1 Unless specified otherwise, Safecoms warrants to the Customer that Safecoms branded Products will from invoice date be free from defects in materials and workmanship affecting normal use for a period of one year or such other period as may be set out in Safecoms' invoice. ("Standard Warranty" And "Relevant Warranty" period as appropriate).

Terms and Conditions

8.2 This Standard Warranty does not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Safecoms, usage and/or storage and/or installation not in accordance with Product instructions, failure to perform required preventive maintenance, normal wear and tear, fire, flood, war, act of violence or any similar occurrence; Products with missing or altered Service Tags or serial numbers; any attempt by any person other than Safecoms personnel or any person authorised by Safecoms, to adjust, repair or support the Products and problems caused by use of parts and components not supplied by Safecoms. The Standard Warranty or Relevant Warranty does not cover any items that are in one or more of the following categories: software; external devices; accessories or parts added to the Product after the Product is shipped from Safecoms.

8.3 Subject to clause 9 below, during the Standard Warranty or Relevant Warranty period as the case may be and beginning on the invoice date, Safecoms will repair or replace Safecoms-branded Products returned to Safecoms' facility. Customer must prepay shipping and transportation charges, and insure the shipment or accept the risk of loss or damage during such shipment and transportation. Safecoms will ship the repaired or replacement Products to Customer freight prepaid.

8.4 Safecoms does not give any warranty that the Products are fit for any particular purpose and this Standard Warranty or Relevant Warranty is given in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise including warranties or conditions of merchantability, fitness for purpose, satisfactory quality and/or compliance with description, all of which are hereby excluded to the fullest extent permitted by law.

8.5 The Customer agrees that, in relation to Third Party Products purchased through Safecoms, where such of the Products are covered by a relevant manufacturer's warranty, then the Standard Warranty shall not extend to such Products and such manufacturer's warranty shall be the sole warranty in respect of such Products. The Customer shall utilise that warranty for the support of such Products and in any event not look to Safecoms but shall look to the relevant manufacturer for such warranty support.

9. SERVICE AND TECHNICAL SUPPORT

In respect of Safecoms-branded Products Safecoms will provide general service and technical support to Customer in accordance with the then-current service and technical support policies in effect. Service and support offerings may vary from product to product. If Customer purchases optional services and support as listed on Safecoms' invoice, Safecoms will provide the optional service and support to Customer in accordance with the then-current terms and conditions in the optional service contract between Safecoms and Customer (available via the Internet on Safecoms' Web site at <http://www.safecoms.com/legal/tnc.pdf> or upon request) in addition to the Standard Warranty or Relevant Warranty. Safecoms may, at its discretion, revise its general and optional service and support programs and the terms and conditions that govern them. Safecoms has no obligation to provide service or support until Safecoms has received full payment for the Product or service/support contract for which service or support is requested.

10. LIABILITY

10.1 Safecoms shall not be liable in contract or in tort for any loss or damage suffered and consumer rights are limited to those set out in these Terms and Conditions and under statute.

10.2 To the extent permitted by law and subject to clause 10.6, Safecoms' total liability herein in respect of each event or series of connected events shall not exceed the amount invoiced for the applicable Products and/or services under the Contract.

10.3 The Customer shall indemnify Safecoms and keep Safecoms fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or willful misconduct of the Customer, its employees, agents or sub-contractors or by any breach of its contractual obligations arising out of these Terms and Conditions.

Terms and Conditions

10.4 To the extent permitted by law, Safecoms and Customer agree that Safecoms will not be liable for Products not being available for use, or for data or software which is lost, corrupted, deleted or altered. Any service response times stated by Safecoms in service contracts are approximate only. Safecoms shall not be liable to the Customer for any a) incidental, indirect, special or consequential damages, b) loss of opportunity, c) loss of revenue, d) loss of profit or anticipated profit, e) loss of business f) loss of contracts, g) loss of goodwill, h) loss arising out of business interruption, i) loss arising out of or in connection with pollution or contamination, all arising out of or in connection with the purchase, use or performance of Products or services, even if Safecoms has been advised of their possibility.

10.5 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by Safecoms shall be subject to correction without any liability on the part of Safecoms.

10.6 Where under any applicable law, implied conditions and warranties cannot be excluded, Safecoms' liability for breach of such conditions and warranties shall be limited, at Safecoms' option, to:

(a) in the case of Products, the replacement of the Products or the supply of equivalent Products; the repair of such Products; the payment of the cost of replacing the Products or of acquiring equivalent Products; or the payment of the cost of having the Products repaired; OR

(b) in the case of services, the supplying of services again; or the payment of the cost of having services supplied again.

11. FORCE MAJEURE

Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

12. EXPORT RESTRICTIONS

Each party, at its own expense, will comply with all applicable laws, orders and regulations of any governmental authority with jurisdiction over its activities in connection with these Terms and Conditions and any Contract. Each party will furnish to the other party any information required to enable the other party to comply with applicable laws and regulations related to the Products. Safecoms and Customer acknowledge that Products licensed or sold under any Contract are subject to export control laws and regulations, including those of the countries from which they were supplied and in which they are used and agrees to abide by those laws and regulations. The Products purchased under any Contract may not be sold, leased or otherwise transferred to restricted end-users or to restricted countries. In addition, the Products may not be sold, leased or otherwise transferred to, or utilized by, an end-user engaged in activities related to weapons of mass destruction, including but not necessarily limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. The Customer and Safecoms agree to comply with all applicable export laws, regulations and orders. In addition, each party agrees to indemnify, defend and hold the other harmless from any claims, demands or causes of action against the other due to the indemnifying party's violation or alleged violation of the applicable export laws, regulations and orders.

13. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Thailand and shall be subject to the non-exclusive jurisdiction of the courts of Thailand.

14. GENERAL

14.1 The Customer shall not assign or otherwise transfer any Contracts or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of Safecoms. Any such unauthorized assignment shall be deemed null and void.

Terms and Conditions

14.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

14.3 No Waiver. No failure or delay on Safecom's part in exercising any power or right under this Agreement operates as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise, or the exercise of any other power or right

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