

# Our Terms and Conditions

Zergo Co., Ltd.  
DBA zergo.co.th  
Herein known as Agency

## 1. Acceptance

Payment of deposit or in full shall constitute acceptance of these terms and conditions in their entirety, unless specifically varied in writing by Agency.

## 2. Prices and Quotations

### Written Quotations:

Quoted prices are subject to revision at any time at the option of Agency if not accepted within 30 days of the date indicated on written Quotation.

When finished, project is not made available by Client and Quotations are based on written specifications, data, schemes, samples, information or applicable materials provided by the Client, any extra work or cost caused by variations between finished project and the original instructions or specifications shall be subject to additional charges.

### Project Price List:

Prices wrote in the price list sheets are subject to change at any time and at Agency's sole discretion.

## 3. Data and Accuracy

### Information Accuracy:

Clients are 100% responsible for the accuracy of their information. Any information of project will be emailed to Client by Agency before submitting forms are prepared or the project is submitted. All proofs must be approved by client by email before the project will be submitted.

Clients are responsible for proofreading and checking accuracy of proof including all data elements, information and model spelling. The Agency will not be responsible for any errors not found on proofs.

Any delay in the Client's approval of the proof will add to the turnaround time of the project.

### Government Regulations:

Government Regulations are subject to change and Clients are 100% responsible for complying with current Government Regulations.

### Material Content:

Agency reserves the right to refuse to print any material that we determine, in our sole discretion, to be illegal or inappropriate for any reason. If material is deemed unacceptable, Client will be notified promptly and permitted to change the content and resubmit the material files.

## 4. Payment

Payment for orders will be processed and invoices will be sent via E-mail. Client can use an Agency's bank account to pay invoices.

Jobs priced under \$1,000.00 require payment in full once of project completion. A deposit of 50% must be paid on jobs over \$1,000.00.

Payment due in full on all factory inspection jobs before starting project will begin.

All cost of project must be finished payment in full within 7 days of project completion. Any amount due to the Agency, which is not paid, may result in interest charges. Clients are responsible for any related collection costs, legal fees and interest.

Cheque will also be accepted for payment. The payment by cheque will not be completed until the cheque has been received and cleared by the Agency's bank. Returned cheques will be charged a fee of \$50.

### Refunds and Cancellations:

Cancellations for orders already on the process, no refunds will be given and may be rescheduled only with payment of another deposit. Projects that are canceled during processes will be invoiced with cancellation fee at our sole discretion.

## **5. Timing**

Completion of your job within this turnaround time are dependent on receipt of your emailed approval of your information and the number of waiting lines at liable organizations for certification required. Any delay of more than one day in approval of your proof will add to the turnaround time of your completed project by one day for each day your proof goes unapproved.

Agency makes every effort to deliver work in the precise turnaround time ordered.

Timing of custom jobs depends on scope of project and will be indicated in written Quotation.

## **6. Indemnification and Damages**

Client agrees to indemnify and hold Agency and its parent companies, subsidiaries, affiliates, officers, directors, employees and independent contractors harmless from any claim, demand, damages, liability, costs and expenses including but not limited to attorney's fees made by any third party due to or arising out of any claim alleging that the work violates any copyright, trademark, intellectual property, proprietary or privacy right of any person or entity. The Client represents, warrants and covenants to the Agency that the Client owns all rights, title, and interest in, or otherwise has full rights and authority to permit the use of the Data in the project that has been submitted for certification. To the best of the Client's knowledge, the Client Data does not infringe the rights of any third party, and use of the Client Data as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties.

Agency liability shall be limited to the stated sales cost of any defective services. In no event shall Agency be liable for any special, incidental or consequential damages or compensation, reimbursement or damages on account of the loss of present or prospective profits, expenditures, investments or commitments, whether made in the establishment, development or maintenance of business reputation or goodwill or for any reason whatsoever.

Any claims for damage, defects or shortages of certificates must be submitted in writing within 7 working days after the delivery of the certificate. In the event it is determined that the certificate is defective through the fault of the Service, then the project will be resubmitted for no additional charge. We shall be liable for the resubmitted costs only and not cost for factory audit, testing or re-mailing. The entire defective order must be returned to Agency before the job will be resubmitted. The Client is responsible for all shipping costs incurred for the resubmitted process and delivery.

Agency hereby represents, warrants and covenants to Client that we will provide our services in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THE TERMS AND CONDITIONS, THE AGENCY MAKES NO WARRANTIES WHATSOEVER AND EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

## **7. Ownership and Limited Use**

When an order is placed with the Agency, the Client represents and warrants that they have all necessary permission, right and authority to place the order and authorize the Agency to print such order on their behalf. Any images/graphics, text or other materials supplied to the Agency by the Client will remain the sole property of the Client and the copyright there under has not been assigned or transferred in any manner to the Agency.

The Agency reserves the right to distribute free samples of your completed issued certificates

to others. We reserve the right to use any items approved and/or produced in future promotional pieces such as catalogs, fliers, websites or any other promotional material for Zergo Co., Ltd. or zergo.co.th. If you do not wish to be used in any of our promotions, please send a written request along with your order to 30th floor Bhiraaj Tower at EmQuartier, 689 Sukhumvit Road (Soi 35), Klongton Nuea, Watthana, Bangkok 10110, Thailand or by email.

#### **8. Governing Law and Dispute Resolution**

The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of The Constitution of the Kingdom of Thailand without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the Thailand Arbitration Center (THAC), or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the Kingdom of Thailand. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Agency will have no adequate remedy at law in the event Client uses the issued certificates in any way not permitted hereunder, and hereby agrees that Agency shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.