

Terms and Conditions

Effective Date: January 2, 2019

Zergo Co., Ltd.

DBA zergo.co.th

Herein known as Zergo

Please read these marketplace terms for clients (the "Agreement") carefully before using the services offered by Zergo Co., Ltd. ("Zergo"). By using the services in any manner, you or the entity you represent ("Client") agree that you have read and agree to be bound by and a party to the terms and conditions of this Agreement, to the exclusion of all other terms. You represent and warrant that you are authorized to bind client. Use of Zergo's services is expressly conditioned upon Client's assent to all the terms and conditions of this Agreement, to the exclusion of all other terms. If the terms of this Agreement are considered an offer, acceptance is expressly limited to such terms. If Client does not unconditionally agree to all the terms and conditions of the Agreement, navigate away from this page and Client will have no right to use the services.

Zergo reserves the right, at its sole discretion, to modify or replace this Agreement, or change, suspend, or discontinue the Zergo Services at any time by posting a notice on Zergo's website or by sending Client an email. It is Client's responsibility to check this Agreement periodically for changes. Client's continued use of the Zergo Services following the posting of any changes to this Agreement constitutes acceptance of those changes.

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 Zergo.

2. Prices and Quotes

1) Written Quotes:

Quoted prices are subject to revision at any time at the option of Zergo if not accepted within 30 days of the date indicated on written Quote. When finished, project is not made available by Client and Quotes 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.

2) Project Price List:

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

3. Data and Accuracy

1) Information Accuracy:

Clients are 100% responsible for the accuracy of their information. Any information of project will be emailed to Client by Zergo 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. Zergo 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.

2) Government Regulations:

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

3) Material Content:

Zergo reserves the right to refuse to print or submit 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

All Fees will be invoiced upon quote acceptance by Client and all Fees are due net seven (7) days from date of invoice. Payment for orders will be processed and invoices will be sent via E-mail. Client can use a Zergo's bank account to pay invoices.

All Fees shall be payable in U.S. dollars and are exclusive of all taxes. Ownership of assets and usage rights do not transfer to Client until invoices are paid in full. If Client has a good faith belief that it has been incorrectly billed by Zergo, Client must contact Zergo in writing within seven (7) days following receipt of the applicable invoice specifying the calculation error and the amount of the adjustment or credit requested. Unless Client has notified Zergo of such dispute with invoiced fees, payments not received by Zergo by the due date shall bear interest of ten percent (10%) or the maximum rate allowed by law. Client shall be responsible for all reasonable 3rd party collection costs & legal fees incurred by Zergo in collecting amounts due. Zergo reserves the right to revoke any discounts applied to invoices past due.

Paid unused services must be used within 90 days from the date of invoice to avoid a contract cancellation fee equal to the full amount of the original invoice. All Fees are nonrefundable and are not subject to set-off.

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 Zergo's bank. Returned cheques will be charged a fee of 50.00 USD.

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 Zergo's sole discretion.

5. Lead Time

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

Lead Time of custom jobs depends on scope of project and will be indicated in written Quote.

6. Term; Termination

This Agreement will commence the Effective Date set forth above and will continue in full force and effect for a period of one (1) year (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for additional one (1) year periods (each, a "Renewal Term", and together with the Initial Term, the "Term"). Either party may terminate this Agreement in the event that the other party materially breaches this Agreement and does not materially cure such breach within ten (10) days of such notice. Notwithstanding the foregoing, if at the time this Agreement is terminated there are outstanding Creative Services and Deliverables, then this Agreement shall survive until the completion and payment of such Creative Services and Deliverables.

7. Indemnification and Damages

Client agrees to indemnify and hold Zergo 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 Zergo 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.

Zergo liability shall be limited to the stated sales cost of any defective services. In no event shall Zergo 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 Zergo before the job will be r resubmitted. The Client is responsible for all shipping costs incurred for the resubmitted process and delivery.

Zergo 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, Zergo 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.

8. Ownership and Limited Use

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

Zergo reserves the right to distribute free samples of Client's completed issued certificates to others. We reserve the right to use any items approved and/or produced and/or company's name and logo of Client 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 Zergo's address or by email.

9. Confidential and Proprietary Information

Each party shall keep confidential and not disclose to any other party or use, except as required by this Agreement, non-public information obtained from the other party; provided, however, that neither party shall be prohibited from disclosing or using information, (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the party having a confidentiality obligation under this section, (ii) that is or has been disclosed to such party by a third party who is not under (and to whom such party does not owe) an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by such party, (iv) to the minimum extent use or disclosure is required by court order or as otherwise required by law, on condition that notice of such requirement by law for such disclosure is given to the other parties prior to making any such use or disclosure.

10. 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 Zergo 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 Zergo 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.