



**SAUER LAW (THAILAND) LIMITED**

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1<sup>st</sup> January 2023

**GENERAL TERMS AND CONDITIONS**

**1. Contract Establishment and Services**

These General Terms and Conditions shall form part of the contract (verbal or written) between you ("the Client") and Sauer Law (Thailand) Limited ("Sauer") for providing of professional services (Notarial Service Attorney, Litigation, Arbitration, Legal Execution, Legal Consultation, Corporate set up and Registration, Contracts Drafting and Review, Tax and Accounting, Court interpreter) set out in the proposal, letter of engagement, agreement, contract or assignment.

**2. Fees and Expenses**

Fees will be charged on the basis set out in the proposal, letter of engagement, agreement, contract or assignment. Fees will normally be charged separately for each category of work. Full payment is normally requested upfront for new clients. VAT, where applicable, will be added to the invoice at the appropriate rate and our professional fees are exclusive of any statutory fees, penalties, surcharges and submission fees or other amounts payable to any government entity, and are exclusive of ordinary out of pocket expenses. (Out of pocket expenses e.g. such registration fees, filing fees, traveling cost, air ticket, accommodation, etc.) are funds paid directly for necessary items not otherwise covered by a contract. Sauer will review its fees periodically.

**3. Invoicing and Payment**

Sauer will issue invoices to the Client for each individual assignment in respect of any service costs incurred during each assignment. Invoices for fees prepared in accordance with paragraph 2. Above and for expenses are payable within 7 days of the date of the invoice. Any queries concerning an invoice should be raised with Sauer within 7 days of the invoice date. All payment must be made via bank transfer. In the event that invoices are not settled in full in accordance with these General Terms and Conditions, Sauer reserves the statutory right to charge interest under the relevant regulations and laws. In the event that the client disputes any invoices or part of any invoices rendered by Sauer, the Client agrees to pay the undisputed portion in accordance with this paragraph. Sauer may charge interest on any unpaid undisputed portion of any invoice rendered under this agreement in accordance with the rate specified hereafter. Without prejudice to Sauer's right. The Client must pay to Sauer interest at the rate 1.25% per month on any amounts due which are not paid by the Client in full in a timely manner in accordance with the service agreement (signed proposal).



#### **4. Information Disclosure**

We request that the Client disclosed to Sauer all information which is necessary for the satisfactory running and completion of the assignment or which, in the reasonable opinion of Sauer is relevant to the contract. The Client represents that, the best of their ability and in good faith, all information disclosed to Sauer is accurate and that any written materials supplied may be used as part of the assignment without breach of any third party copyright or registered trademarks. The Client shall notify Sauer straightaway upon becoming aware of any matters, facts or circumstances directly or indirectly affecting the assignment, which appear inconsistent in any material respect alongside information already provided, such that the information previously supplied becomes misleading or inaccurate. Sauer advises that the responsibility for the maintenance of any service rests to the Client, including the protection of and prevention against fraud. It is important to remember that only the Client is personally responsible for the information, all necessary supporting documentation to substantiate the Clients transaction and to maintain adequate records. The Client shall be liable for such documents and information being objective and submits them on time for the provision of service. The Client agrees to notify Sauer of all circumstances related to the performance of the service agreement.

#### **5. Confidentiality and Ownership**

Information concerning the Client and the Client's business will not be disclosed by Sauer to any third party without the Client's written consent, Unless otherwise required by law, a Court of competent jurisdiction or by governmental or regulatory authority. Confidential information may be contained in any tangible or intangible material, form, media or method of communication including but not limited to written or printed documents, oral statements and any digital media (including all volatile and non volatile information storage and/or display devices). The Client shall own the deliverables of the assignment, which shall not include any proprietary products or methods which Sauer may use in the course of the assignment. Sauer may retain copies for quality assurance purposes.

#### **6. Disclaimer and Liability**

Sauer undertakes to exercise due care in the performance of the assignment in accordance with applicable professional standards. Sauer's objective is to provide a high quality professional service that fully meets the Client's expectations and requirements. Sauer makes no warranty, implied or express, that any work or service will be timely, error-free, nor that whatsoever application or request in connection with such work or service will be permissible upon sole discretion of the authorities, including, but not limited, to government unit and private entity.



## **7. Electronic Transmission**

Sauer is able to send and receive files electronically. However, electronic mail is not secure and any files transmitted may, among other things, be copied, recored, read or interferred with by a third party while in transit. If we transmit any file electronically, you agree to release us from any claim you may have as a result of any unauthorize copying, reading or interference with that documents after transmission, for any delay or non delivery of any file and for any damage caused to your system or any files by a transmsion. Sauer's services are vast and our work may be performed onsite or offsite. In the instances where we are required to work at the Clients premises, Sauer will take all due care and consideration to ensure no loss and/or damage occurs. However, we shall not be held responsible for any loss and/or damage incurred whilst at the Clients premises.

## **8. Intellectual property rights**

The Client acknowledges that Sauer shall be the sole owner of all the fruits and proceeds of work and service provided to the Client, including but not limited to all inventions, developments, discoveries and other improvements relating to methods or processes, connected with the service which Sauer may develop or create in connection with and during the term of service hereunder, free and clear of any claims.

## **9. Governing law**

Sauer may change these General Terms and Conditions from time to time. They entire understanding of the parties and supersede all previous agreement, understandings and representations relating to the subject matter. If any provision of these General Terms and Conditions is found to be unenforceable, this shall not affect the validity of any other provision. Sauer may delay enforcing its rights under these General Terms and Conditions without losing them. The Client agrees that Sauer may sub-contract to performance of any of its obligations or may assign these Terms and Conditions or any of its rights or obligations without giving you notice. Sauer will not be liable to you for any breach of these General Terms and Conditions, which arise because of any circumstances, which Sauer cannot reasonably be expected to control. These General Terms and Conditions shall be governed and interpreted in accordance with the law of the Kingdom of Thailand.