

# **SCHEDULE 4: SCHEDULE OF QUOTATIONS**

# PART A: QUOTATIONS FOR REQUIRED DELIVERABLES

### Supply, delivery, comissioning and testing of new Laden Reach Stacker

Reach Stacker	Offer Price Per Unit <b>(THB)</b> inclusive of all applicable taxes and fees	No of Units Offered
Model :		

PART B: QUOTATIONS FOR OPTIONAL DELIVERABLES

Spare Parts Price List

### **SCHEDULE 5: PAYMENT SCHEDULE**

### **Terms of Payment - Onshore**

Payment	Milestone	Documents Required
95%	Signing of the Final Acceptance Certificate by Buyer	-Mutually Signed Final Acceptance Certificate with signed defect list completion
5%	After Warranty Period End	-Mutually Signed Warranty Completion Certificate

The general payment term is 45 days after invoice received date.

The Company shall be entitled to withhold payment of the value of any non-conformity with the requirements of this Contract. Subject to Contractor rectifying the non-conformance and performing its obligations in accordance with the requirements of Contract, The Company shall release any such withheld amounts within fourteen (14) days of Contractor's confirmation that it has accepted such rectification and performance by Contractor.

All sums due to Contractor under the Contract shall also be subject to any deductions or withholding taxes, service level enhancement, and contributions whatsoever and penalties or interest thereof which may be required under the laws in force in the Kingdom of Thailand

# **SCHEDULE 6: MILESTONES** Delivery, testing and commissioning within 90 days of order confirmation

### **SCHEDULE 7: FORM OF SECURITIES**

Securities (Performance Bond) is to be provided as stated in Schedule 3, Chapter 13 (Securities)

A bond by way of a banker's guarantee issued by a reputable bank or by way of an insurance issued by a company acceptable to ESCO, payable immediately on demand shall be given to ESCO by the Contractor within thirty (30) days of the execution of the Agreement in respect of all the Contractor's liabilities and obligations under the Contract.

The bond shall be provided by financial institutions with good financial standing as having at least A-international rating by S&P, Moody's or Fitch shall be acceptable to ESCO

The Contractor must submit irrevocable and unconditional bond and ESCO shall be entitled to make a demand on and utilize the proceeds of the Bond at ESCO's sole discretion.

For any or all of the Bond, ESCO shall return the original copy thereof to the Contractor, and issue certificate(s) of release notes thereof duly signed and executed by the authorized representative of the Seller.

# SCHEDULE 8: CONTRACTOR INSURANCES Insurance is to be provided as listed in Schedule 3, Chapter 15 (Risk, Insurance and Property) in according with prevailing regulations