

# **Best Practice**

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# Presented by

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## **Skill practice (Self practice) in order to have comprehensive of the contexts of the Agreement**

- 1. Understand all legal words and legal terms.**
- 2. Delete all phrase, conjunction and non-material context.**
- 3. Catch up only material context.**
- 4. Review and understand material context.**
- 5. Search for Subject and main verb of the context.**
- 6. Translate material context.**
- 7. Follow Article 1-6 to review whole Agreement.**

# Best Practice

ให้ผู้เข้ารับการฝึกอบรม อ่านข้อสัญญา  
ต่อไปนี แล้วจับใจความสำคัญ เพื่อทำ  
ความเข้าใจเนื้อหาของสัญญา และ  
ข้อความในสัญญา แล้วให้ท่านแปล  
เป็นภาษาไทย

# Study Legal words, Legal terms and legal Structure Commonly used in the Contracts

คำศัพท์และสำนวนของประโยคที่ใช้ในการร่างสัญญา

ตัวอย่างคำศัพท์

**1. Point of law involving public order**

= ข้อกฎหมายอันเกี่ยวกับความสงบเรียบร้อย

**1. Void = โหมะ**

**2. Voidable = โหมียะ**

**3. be set up against = ใช้อยันต่อ**

# ตัวอย่างสำนวนของประโยค

**Ex.** Should there be any dispute arisen in relation to point of law involving public order, which could cause the contract to be interpreted as void or voidable, this could not be set up against the other party.

## **Expression and Structure used in the Contract**

- 1. including with ..... but not limited to .....**

**เช่น** The Seller shall have the duty to supply fuel in time line as it is nominated, or fixed by notice of nomination, failing which the Seller is liable to indemnify the Buyer in pursuant to clause 11, 12 including with interest at default rate but not limited to said compensation.

ความหมาย : หากผู้ขายผิดสัญญาไม่ส่งมอบภายในกำหนด ผู้ขายต้องรับผิดชอบไม่เฉพาะค่าเสียหายเนื่องจากผิดนัด แต่ต้องชำระดอกเบี้ยด้วย

## **2. unilaterally = (สัญญา) บังคับฝ่ายเดียว**

เช่น The Seller may proceed unilaterally without consent of the buyer .....

## **3. to use its best effort to perform its duty .....**

เช่น The Seller agrees to faithfully and diligently exert his best efforts to perform the duties and responsibilities of stock supply in accordance with clause .....

**exert** = ใช้ความพยายาม ใช้ความสามารถ **S. exercise**

**Faithfully**=โดยความสุจริต

**Diligently**=ด้วยความขยันขันแข็ง

#### **4. to conduct its duty at all times .....**

**เช่น The Buyer shall at all times conduct his duties in consultation with, and under the provision of, disputed invoices, and the review of billing procedures if there are numerous disputes.**

#### **5. the act of bona fide on non-payment.**

**bona fide** = โดยสุจริต  
**amount due** = หนี้ที่ถึงกำหนดชำระ



- **เช่น** In the event that any Party bona fide disputes payment of, or fails to pay, to the other party, any amount due to be paid by it under this Agreement, such Party shall pay to the other Party interest at the Reference Interest Rate, where the non-payment is determined or agreed to have been the subject of a bona fide dispute, or at the Default Rate, where non-payment is for any reason other than a bona fide dispute.

ความหมายคืออะไร

- การไม่ชำระหนี้โดยสุจริต ต้องชำระดอกเบี้ยธรรมดา
- การไม่ชำระหนี้โดยไม่สุจริต ต้องชำระดอกเบี้ยผิดนัด

## 6. The conditions precedent = เงื่อนไขบังคับก่อน

เช่น It is understood between the parties that the conditions precedent stated herein are material issues of this Agreement and shall be performed without failure by the parties concerned.

ความหมายคืออะไร

## 7. Unless it is clearly and expressly provided in this Agreement.

เช่น Unless it is clearly and expressly provided in this Agreement, and Schedule 3 (Fuel Delivery), the Buyer and the Seller agrees that Completion of delivery would be determined as follows: .....

ความหมายคืออะไร

## **8. Unless otherwise provided herein .....**

**เช่น** Unless otherwise provided herein, it is understood that the governing provisions are Civil and Commercial Code of Thailand Sections 453-517.

**เช่น** Both parties agree that unless clearly stated otherwise in this Agreement, rights and duties of the parties shall be governed by .....

## **9. Unless otherwise defined in this Agreement, .....**

**เช่น** Unless otherwise defined in this Agreement, terms in the Agreement dated ....., between, among others, shall have the same meaning in this Agreement.

**ความหมาย :** นอกจากที่กล่าวไว้ในสัญญานี้ เงื่อนไขในสัญญาอื่นให้ถือว่ามีความหมายอย่างเดียวกันกับสัญญานี้

**10. In case we do not sure that the contents of the Agreement is beneficial to us or not, it is suggested to make following additional clause.**

**เช่น The said agreement shall be enforceable, valid or legally binding if it is more beneficial, or interpret as superior, or advantage to the Buyer.**

**ความหมาย : ข้อสัญญาเป็นประโยชน์ให้ผู้กัพันและใช้บังคับได้**

**11. Invalid clause does not affect other clauses.**

**เช่น Should any of the clauses hereunder become invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect other clauses that shall remain in full force.**

**ความหมาย : ข้อสัญญาที่เป็นโมฆะ ไม่มีผลกระทบต่อข้อสัญญาอื่น**

## 12. Event of Default

**เช่น** Each of the events described below shall constitute the Seller's event of Default.

**a material breach = การผิดสัญญาในสาระสำคัญ**

- a material breach by the Seller of any obligation under this Agreement, which (where capable of remedy) has not been remedied within 30 days following notice from the Buyer, identifying the breach and demanding it to be remedied, provided that, if the Seller has diligently and as quickly as possible, commenced the necessary remedial action necessary but is unable to complete it within 30 days, it shall be allowed such further period of up to another 30 days as may be reasonable to complete the remedial action.

ความหมาย : หากผู้ขาดผิดสัญญาในข้อสาระสำคัญ ถือว่าเป็นเหตุของการผิดนัด

ข้อสังเกต : ผู้ร่างสัญญาควรกำหนดให้ชัดเจนว่า ข้อใดบ้างถือว่าเป็น

**“Material Breach”**

### **13. Packing and storage**

**All goods supplied by the Seller shall be suitably packed and protected against corrosion and other damage during transportation to and storage at the warehouse. In any case the Seller shall strictly comply with any specific packing requirement specified in the purchase order.**

**ข้อความข้างต้นมีความหมายว่าอย่างไร**

#### **14. Obligation to supply on Monthly Nominations**

**In respect of the Facility, Seller shall supply the quantity of fuel, plus or minus.....% (percent), nominated in respect of any week in Buyer's monthly nomination pursuant to ....(schedule of supply). Fuel shall be delivered at the Delivery Point on such day in that week.**

**ความหมาย : ปริมาณน้ำมันที่ส่งให้ผู้ซื้อรายเดือน  
ผู้ซื้อจะกำหนดตามแผนการสั่งซื้อ**

- **The schedule of supply**

แยกได้เป็น 2 กรณี

1. **The fixed schedule of supply.**
2. **The schedule to be fixed and agreed in the future.**



## **15. Obligation to take delivery on Monthly Nominations**

- **Buyer shall be obliged, subject to its right to reject Fuel under Article 10 (Right to reject Fuel), to take delivery of Fuel made by Buyer in accordance with clause 15.**
- **If Buyer fails to take delivery of Fuel nominated by it in respect of any week on the date determined pursuant to Clause 15, and does not take delivery of the Fuel at a mutually agreed within 30 days of the original date for delivery.**

**ความหมาย : หน้าที่ของผู้ซื้อในการรับมอบ**

**และสิทธิในการปฏิเสธการรับมอบ**

## **16. Dispute Resolution : การระงับข้อพิพาท**

**16.1 If any dispute arises between the Parties in connection with or relating to this Agreement, the Parties through their respective chief executive officer shall attempt to resolve the Dispute through discussion.**

**ความหมาย :**           หากมีข้อพิพาทตามสัญญา  
  ต้องการให้เจรจากันโดยผ่านหัวหน้า

**16.2 If a dispute is not resolved within 20 Business Days by discussion pursuant to the above-mentioned clause, and such dispute is required by this Agreement to be referred to an Expert, either Party may by notice to the other require the Dispute to be referred to an Expert in accordance with the procedure specified in Clause 16.3.**

ความหมาย : หากตกลงกันไม่ได้โดยวิธีเจรจา  
ให้เสนอข้อพิพาทต่อผู้เชี่ยวชาญ

**16.3 The Parties shall jointly appoint an Expert Within 20 Business Days or such longer period as may be agreed by the Parties, after the date of receipt of the notice by the addressee of the notice. If the parties fail to agree on an appointee, either Party may apply to the International Chamber of Commerce Centre of Expertise to appoint an Expert requesting that the appointment be made within 20 Business Days of the date of receipt of the application.**

ความหมาย : คู่สัญญาต้องแต่งตั้งผู้เชี่ยวชาญร่วมกัน

หากตกลงกันไม่ได้ ให้เสนอเรื่องให้ ICCE แต่งตั้ง

**16.4 The Expert shall not act as arbitrator but shall decide the Dispute using his skill, experience and knowledge and with regard to such matters as are expressly specified in this Agreement to be considered by him and as the Expert in his sole discretion considers appropriate. The decision of the Expert pursuant to this clause shall be final and binding on the Parties save in respect of fraud or manifest error.**

save in respect of	= เว้นแต่
fraud	= ฉ้อโกง หลอกลวง
manifest	= ความผิดพลาดที่ปรากฏชัดเจน
sole discretion	= การใช้ดุลพินิจ ฝ่ายเดียว (ใช้ดุลพินิจคนเดียว)

**16.5 If a dispute cannot be settled within 20 Business Days by discussion pursuant to Clause 1, and is not required to be referred by this Agreement to an Expert, the Dispute shall be finally settled by an arbitral tribunal under UNCITRAL Rules for International Arbitration as in force at the time such arbitration is commenced, or if the Parties agree for.**

ความหมาย : หากระงับข้อพิพาท โดยวิธีเจรจาผ่าน  
เจ้าหน้าที่ระดับสูงไม่สำเร็จ และไม่มีการตั้งผู้เชี่ยวชาญ ให้  
เสนอข้อพิพาทเพื่อระงับข้อพิพาทนั้น โดยวิธี  
อนุญาโตตุลาการ ภายใต้กฎของ **UNCITRAL**

**17. Seller warrants that it shall have title to all fuel supplied under this Agreement immediately prior to passing title in Fuel to Buyer at each Delivery Point and shall otherwise supply Fuel to each Delivery Point free and clear of all liens, encumbrances and claim whatsoever.**

**title** = กรรมสิทธิ์

**lien** = สิทธิในการครอบครองทรัพย์สินของผู้อื่น (เพื่อประกันการใช้หนี้)

**encumbrance** = ภาระ, สิ่งที่เป็นภาระ

**claim** = การเรียกร้อง การฟ้องร้อง

ความหมาย : ผู้ขายรับประกันว่า ผู้ขายเป็นผู้มี  
กรรมสิทธิ์ในเชื้อเพลิงที่ขายก่อนส่งมอบ ณ จุดส่ง  
มอบ และเชื้อเพลิงที่ส่งมอบ ณ จุดส่งมอบ  
ปราศจากภาระผูกพัน หรือไม่เป็นทรัพย์สินที่เป็นการ  
ครอบครองทรัพย์สินของผู้อื่น หรือมีการฟ้องร้องใด ๆ



**18. Seller shall be entitled to interrupt the supply of Fuel in respect of any week for the duration of the following circumstances.**

**18.1 Where undisputed payments are due and owing to Seller by Buyer under this Agreement, or**

**18.2 Subject to Force Majeure clause mentioned in this Agreement, where and to the extent there is an Event of Force Majeure affecting the supply by Seller or receipt by Buyer of the Fuel.**

<b>interrupt</b>	= การขัดขวาง การขัดจังหวะ
<b>force Majeure</b>	= เหตุสุดวิสัย
<b>owing to</b>	= เป็นเหตุ
<b>circumstance</b>	= สถานการณ์
<b>undisputed</b>	= ไม่มีข้อโต้แย้ง
<b>due</b>	= ถึงกำหนดชำระ

ความหมาย : ผู้ขายมีสิทธิขัดขวางมิให้เกิดการส่งมอบเชื้อเพลิง หากเกิด  
 สถานการณ์ ดังต่อไปนี้ ได้แก่ มีหนี้ที่ไม่มีข้อโต้แย้งถึงกำหนดชำระแล้ว  
 หรือมีเหตุสุดวิสัยสำหรับการส่งมอบโดยผู้ขาย หรือการระงับโดยผู้ซื้อ  
 เกิดขึ้น

**19. Fuel supplied by Seller under this Agreement shall conform to the specification set out in Schedule A Part 1 (Fuel Specification), and in the event that a quantity of Fuel tested in accordance with Schedule A Part 2 (Testing) to be supplied under this Agreement is found not to conform to specification for any reason (other than Force Majeure), then**

- 19.1** the Buyer shall use all reasonable endeavours that do not cause it to incur cost to accept that quantity of Fuel, but shall otherwise be entitled to reject such Fuel in accordance with Schedule A Part 2 (Testing), and
- 19.2** if the Buyer rejects that quantity of Fuel in accordance with Clause 19.1 then if Seller is unable (other than by reason of Force Majeure) to replace the quantity of Fuel to be supplied with an equivalent quantity Fuel which conforms to specification within 7 Days of the date it was agreed or determined such Fuel was to be supplied, then such quantity shall constitute Shortfall.

ความหมาย : - โปรดทำคำแปลโดยใช้หลักเกณฑ์

### **Self practice 7 ข้อ**

- ใช้เวลาทำคำแปล 15 นาที

## **20. Force Majeure under this Agreement shall include, but not limited to:**

**20.1 fire, chemical or radioactive contamination or ionising radiation, earthquake, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God,**

**20.2 explosion, accident, breakage of Facilities, plant or equipment, structure collapse, acts of war, invasion, act of terrorists, blockade, riot, public disorder, violent demonstrations, rebellion,**

**20.3 any action or failure to act without justifiable cause by any Competent Authority.**

ความหมาย : โปรดทำคำแปลโดยใช้หลัก **Practice 7** ข้อ

(15 นาที)

**21. “Words indicating the singular may also include the plural and vice versa as the context requires.”**

- ความหมายคืออะไร .....
- วัตถุประสงค์ที่ระบุในสัญญาเพื่ออะไร .....

**22. “Any reference to time in this agreement shall be construed as whatever time shall be enforced in Bangkok, Thailand.”**

- ความหมายคืออะไร .....
- วัตถุประสงค์ที่ระบุในสัญญาเพื่ออะไร .....



**23. “Unless otherwise indicated in the Agreement, the following words and expressions in this Agreement shall have the meaning set forth below.”**

- ความหมายคืออะไร .....
- วัตถุประสงค์ที่ระบุในสัญญาเพื่ออะไร .....

**24. “Rights and obligations accrued to and incurred by each party prior to termination of the Agreement shall survive such termination.”**

- ความหมายคืออะไร .....
- วัตถุประสงค์ที่ระบุในสัญญาเพื่ออะไร .....

**25. “Termination in any circumstances shall not relieve either Party of an obligation to pay amounts due and payable to the other Party at the time of termination.”**

- ความหมายคืออะไร .....
- วัตถุประสงค์ที่ระบุในสัญญาเพื่ออะไร .....

## **26. The following Circumstance shall lead to causes of termination of the Agreement**

- 1.มีการเปลี่ยนกรรมการของคู่สัญญา**
- 2.มีการเปลี่ยนสัดส่วนของผู้ถือหุ้น**
- 3.คู่สัญญาฝ่ายใดฝ่ายหนึ่งล้มละลาย หรือ มีปัญหาการเงิน**
- 4.ถูกเพิกถอนใบอนุญาตที่เกี่ยวข้อง**
- 5.ไม่ได้รับใบอนุญาตในเวลาที่กำหนด**

**คำสั่ง : ให้ท่านแปลเหตุผลบอกเลิกสัญญาดังกล่าวข้างต้นเป็นภาษาอังกฤษ**

## **27. Best Practice** focusing on “Distributor Agreement”

**Example:** “Distributor shall undertake and arrange all service for all customer within the territory under this Agreement. Distributor shall purchase and maintain an appropriate stock of parts and/or assemblies at distributor’s premises at all times”

**Meaning** ..... ความหมายคืออะไร

**Revision** ..... แก้ไขหรือไม่

**How to revise?** ..... แก้ไขอย่างไร

## 28. **Best Practice** focusing on “Non-Competition clause”

**Example:** “During the period of this Agreement and two(2) years after the date of expiration, cessation or termination of this Agreement, the employee shall not disclose to any person of any trade secret, industrial secret, financial information and any confidential information which the employee has become aware during the term of employment, and shall not use such information in any way which may cause damage towards the Company, solicit, act as consultant, being partner of other company which run its business in competition with the Company. Failing which the employee shall be responsible for the damage incurred thereof.”

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

## 29. **Best Practice** focusing on “Non-Disclosure clause”

**Example:** “During the term of this Agreement the employee shall not disclose to any person of any trade secret, industrial secret, financial information and any confidential information which the employee has become aware during the term of employment, and shall not entice away from the Company any person who has been working with the Company to leave from the service or employment of the Company.”

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

How to revise? ..... แก้ไขอย่างไร

### 30. **Best Practice** focusing on “Arbitration clause”

**Example:** “If any dispute arises between the parties in connection with or relating to this Agreement, the parties shall resolve the dispute through Arbitration proceeding.”

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

How to revise? ..... แก้ไขอย่างไร



### 31. **Best Practice** focusing on “Event of Default”

**Example:** “Seller shall be obliged to deliver goods to Buyer at Buyer’s premise where it is indicated as Buyer’s address in this Agreement within 30 days from the date of invoice. If Seller fails to deliver goods within the specified period, Buyer is entitled to terminate the Agreement and claim damages and compensation caused by Seller.”

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

How to revise? ..... แก้ไขอย่างไร

## 32. **Best Practice** focusing on “Construction Agreement”

**Example:** “Contractor shall work out and carry on the construction of condominium in accordance with the project until completion and within the timeline and its milestone plan as well as deliver the condominium to the owner within 36 months from the date of this Agreement.”

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

How to revise? ..... แก้ไขอย่างไร

### **33. Best Practice** focusing on the “Purchase Agreement”

**Example:** “Buyer may, at its sole discretion, refuse to accept the product which is not in compliance with the quality specification and terminate the Agreement without obtaining any consent from Seller. In such circumstance Buyer’s determination and decision shall be final and binding both parties.”

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

How to revise? ..... แก้ไขอย่างไร

### 34. **Best Practice** focusing on “Exclusive Right” in the Licensing Agreement

**Example:** “The Dealer hereby accepts appointment as the grantor’s official authorized dealer in the territory of Thailand and agrees to perform its undertaking and duties under this Agreement. During the term of this Agreement and for a period of two(2) years following the expiration or termination of this Agreement, the Dealer shall manufacture, produce, develop, distribute, service, dispose, promote and sell products with reasonable effort to promote and enhance reputation of the grantor in the territory.”

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

How to revise? ..... แก้ไขอย่างไร

- **35. Best Practice** focusing on “ Work Rules ” in the Employment Agreement

**Example:** The Company reserves the right to amend any rule and regulation relating to these work rules at anytime as it deems appropriate for the benefits of the Company’s administration to maximize its efficiency and harmonize with the Labor Law or to comply with the provisions of the related law.

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

How to revise? ..... แก้ไขอย่างไร

- **36. Best Practice** focusing on “ PDPA” in the Employment Agreement

**Example** : Your personal data shall be held, collected and process for the purpose of administration with applicable laws and regulations. It may also be necessary for the Company and/or any of its affiliated entities to forward such data to competent authorities, including tax authorities, government authorities, accounting, auditors, lawyers and vendors, suppliers etc. and you consent to such administration.

**Meaning** ..... ความหมายคืออะไร

**Revision** ..... แก้ไขหรือไม่

- **37. Best Practice** focusing on “ Bonus” in the Employment Agreement
- **Example**: The company reserves the right to offer a year end bonus as voluntary payment depending on the economic situation and profit of the company. It is mutually agreed that the said right shall be made in accordance with and under sole discretion of the company subject to profit and loss account.

**Meaning** ..... ความหมายคืออะไร

**Revision** ..... แก้ไขหรือไม่

- **38. Best Practice** focusing on “Service Agreement”
- **Example**: It is understood and agreed that the services provided under this contract may include extra works outside general scope of work as specified in Annex A but all decisions in connection the implementation of services would be the sole discretion of the managing director of the employer.

**Meaning** ..... ความหมายคืออะไร

**Revision** ..... แก้ไขหรือไม่



- **39. Best Practice** focusing on “Service Agreement and/or Construction Agreement”
- **Example**: The above events of default or causes of action are only the guidelines for both parties to follow for termination of the contract. As it is unable to laydown all events of default in detail thus, both parties reserve its right to consider and determine the events of default other than those specified under this contract ,on a case by case basis, as it may deem appropriate.

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

- **40. Best Practice** focusing on “Service Agreement and/or Dealer Agreement”
- **Example**: For the issue of getting loss and no sufficient income to buy stock according to warranty clause, it would rely entirely on the financial statement as well as balance sheet and the profit and loss account. The financial statement , balance sheet and the profit and loss account must be the official document which was approved by the professional auditor.

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

- **41. Best Practice** focusing on “ Warranty Clause ” in the Service Agreement.
- **Example**: The contractor warrants that the quality of the work under this contract shall be the highest industrial and professional standards. The standard of work shall also be acceptable under the standard of ISO 20012 to be provided together with the certificate of Industrial Ministry.

**Meaning** ..... ความหมายคืออะไร

**Revision** ..... แก้ไขหรือไม่

- **42. Best Practice** focusing on “ Contract documents” in the Service Agreement.
- **Example** : The contract and its Attachments are all integral part and to be read into and form part of this contract and the whole shall constitute the contract between the parties and the provisions of the contract documents shall be binding upon the parties hereto, employer, contractor , their representatives , their agents and the assigns. Unless agreed otherwise herein, if any terms and conditions of this contract are contrary to its Attachments, this contract shall prevail.

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

- **43. Best Practice** focusing on “Indemnity Clause” in the Service Agreement.
- **Example** : The contractor agrees to indemnify and save the employer harmless against any all losses and expenses for damages to the existing facilities of the employer and third party property located at the work site and their consequential losses to the extent arising out of or in consequence of the performance of the work by contractor or its sub-contractor, including liability claim by laws upon the employer for death, bodily injuries , property damage, reasonable attorney’s fee and other legal expenses caused by the contractor or its sub-contractor.

**Meaning** ..... ความหมายคืออะไร

**Revision** ..... แก้ไขหรือไม่

- **44. Best Practice** focusing on “ Penalty Clause” in the Service Agreement.
- **Example**: If the contractor fails to start work or cannot follow milestone plan or performs its work as significantly delay, comparing with the critical path, the employer is entitled to claim from the contractor the penalty at 1.5 times of each work item unit rate as per Attachment A under this contract. The total amount of penalty to be claimed from the contractor shall be automatically deducted from the service payment and the employer shall inform the contractor the amount to be deducted thereof.

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

- **45. Best Practice** focusing on “ Default of contractor in compliance with the contract and option of the employer ” in the Logistic Service Agreement.
- **Example** : In case of default on part of the contractor in carrying out the work within time specified in this contract or, if not, within due time, the employer shall be entitled to employ and pay other person or third person to carry out the same(pending work) and all incidental costs thereon shall be determined by the employer as extra cost and the said extra cost shall be reimbursed from the contractor.

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

- **46. Best Practice** focusing on “ Force Majeure” in the Pipe-rack Service Agreement.
- **Example** : The parties affected by the Force Majeure shall notify the other party in writing of the said Force Majeure. If the Force Majeure continues for more than 60 days as aggregate from the first date of its happening, the party hereto shall in good faith endeavor to negotiate the means to resolve the Force Majeure and other problem arising therefrom in order to make necessary amendment to this contract. If such negotiation cannot be reached within 30 days, the notified party shall be entitled to the right of termination of this contract.

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่



## 47. **Best practice** focusing on delivery of the order.

**Example** : “The Buyer will, at its option, deliver the delivery orders via electronic means, including but not limited to email and facsimile, and the Seller shall be deemed to have received such delivery orders sent via such electronic means upon delivery. The Seller shall ensure that its electronic systems and technologies are compatible with that of the Buyer and the Seller shall continue to develop and update its electronic systems and technologies as may be required by the Buyer.”

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

## 48. **Best practice** focusing on Force Majeure

**Example** : The parties affected by Force Majeure shall notify the other party in writing of the said Force Majeure. If the Force Majeure continues for more than 90 days as the aggregate from the first day of its happening, the parties hereto shall in good faith endeavor to negotiate the means to resolve the Force Majeure and any problem arising out therefrom. If such negotiation cannot be reached within 90 days, the notified party shall be entitled to terminate this agreement.

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

## 49. **Best practice** focusing on “ Assignment”

**Example :** Neither party shall assign or transfer any rights and/or obligations under this agreement without prior written consent of the other party, provided that consent shall not be unreasonably withheld or delayed.

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

## 50. **Best practice** focusing on “Insurance”

**Example :** The contractor shall take out and maintain the insurance coverage and provide the employer with the copy of insurance policy within 15 days before the date on which the contractor shall start its work at the site construction. The contractor shall ensure that the insurance shall cover whole value of the works during the entire period of this agreement.

Meaning ..... ความหมายคืออะไร

Revision ..... แก้ไขหรือไม่

*Thank you*