

Terms/Conditions of Ideal Solution Company Limited

1. Customers registered with Ideal Solution Company; The agreements between the shipper (or the consignee (customer)) are as follows.
 - (a) All the terms and conditions prepared by the Company for Clients are included.
 - (b) TERMS AND CONDITIONS OF TRANSPORTATION SERVICES.
 - (c) Agreements submitted in writing by the Company and signed by the Client.
2. The above agreements are confirmed when the Client acknowledges and agrees. These Terms/Terms and Conditions for Transportation Services shall apply to all shipments scheduled by the Client and may be amended from time to time at the Company's sole discretion. Any inconsistency with the terms/terms contained in the agreement and additional (or additional) terms/terms proposed by the customer shall be null and void unless specifically agreed to by the authorized representative of the Company.

Company's services

3. The Company's services are as follows:
 - (a) Domestic/External Transportation in Thailand
 - (b) Air Freight and General Services
 - (c) Ocean Transportation and General Services
4. The Company is not a freight forwarder; The Company is not a freight forwarder except under the terms/rules expressly agreed in writing by the Company to operate as a common carrier (NVOCC) for the business of shipping goods. The Company fully reserves the right to refuse/schedule delivery at any time in its sole discretion. "Goods" means the partial goods tendered by the Company in a single carriage; This refers to all goods carried.

Transportation Document

5. Each shipment under this Agreement shall include the shipping documents; transportation fees air bills; sea bills, including warehouse receipts (or other documents referring to inventory control); Must be evidenced by unrestricted transport documents. the type of goods received by the Company or its contractors in the movement of goods; The terms and conditions of this Agreement shall include the loading and unloading points showing the quantity and condition; In the event of any conflict with the shipping document or the carrier's general terms and conditions of tax, the carrier's general terms and conditions tax rates shall prevail. Thereafter, if a shipment originates outside of Thailand under the priority arrangement of the transport document and this Agreement; The transportation contract will be carried out by a subsidiary/division of the Company or an independent contractor.
6. For air and ocean transportation, the customer is required to use the transportation document generated by the Company's system. All of these transportation documents cannot be fully prepared and negotiated; The User must understand that such documents will be approved as they are prepared by the Company on behalf of the User. Unauthorized alteration of such documents by the customer or use of transport document or shipment to another service provider designated by the Company or use of transport document not authorized/issued by the Company shall not be held by the Company and shall void the Company's obligations. All associated shipments and rates will be void. If the customer does not complete all the documents required for transportation or the documents submitted by the customer are not valid for the services, if it is not suitable for the delivery or requested

location, the customer must complete the work according to these rules/regulations. The Company shall be fully authorized to repair and/or amended. All costs of performing such activities shall be fully borne by the user. In making such substitute form, the terms of such transport document shall be processed upon completion of such document. The Company shall be liable to the User or any other person for any actions taken on behalf of the User according to this provision.

WARRANTIES FOR THE CUSTOMER AND HIS REPRESENTATIVES

7. Covenants and Warranties for Customer and its Agents:

- (a) The Customer is the legal owner of all goods tendered to the Company and shall authorize the Company to retain and otherwise control the documents relating to such goods as provided in the relevant transport.
- (b) The user is the customs law, Import, and Export Act; Dangerous or hazardous materials may be transported through a carrier subject to compliance with laws/regulations/regulations and any country's government regulations, including but not limited to.
- (c) The customer shall provide complete, accurate, and timely information regarding each shipment.
- (d) The buyer must complete such information and attach the necessary documents to the relevant shipping document to complete the official shipment.
- (e) During shipping and storage of all goods to be shipped, the containers must be completely and accurately marked so that the contents can be identified without having to be opened and inspected.
- (f) The authorized representatives of the purchaser shall be notified by the Company's agent or coordinator and shall be present at the original location at all times to sign and sign all supporting documents for the transportation of the goods to be delivered.

8. Neither the Customer nor the Company shall be liable for any loss or expense incurred as a result of failure to comply with this provision. Any person or organization acting on behalf of the customer in scheduling shipments must be aware that they have the right to act on behalf of the customer and have the legal authority to set the terms and conditions for the customer. Unless otherwise expressly agreed by the Company in the Agreement. The Company does not assume title or risk of loss to any Product on behalf of the Customer. During the provision of services, the customer understands and agrees; According to the agreement, the Risk of loss must be assumed to acquire title or to assume the risk of loss to the customer's goods or to acquire title. Any warranty claim arising from User's breach of the Terms; Liability including payment and Company age fees; loss damage cost. The company must be insured against the costs. Negligence arising from Buyer's breach of instructions and rules in this Agreement; All costs and Agency expenses incurred due to gross negligence and willful misconduct of the Client/its employees and agents.

Payment

9. 50% Deposit by the Buyer/Consignor shall be paid in US (Dollar)/Thai (Bhat) from the date of invoice and all expenses shall be paid as per the contract period and terms. Alternative terms may be required if the credit application is incomplete or if the customer's credit score does not meet the Company's standards. Any overdue payment shall incur interest at the rate of 1.5% per month on the balance due or the highest rate permitted by applicable

law; Any method must be compensated. All monies received by the Company will be applied to the earliest invoiced shipping document (based on the withdrawal date). In the event the Company retains an attorney or collection agency to collect unpaid/fees or enforce the Agreement, all unpaid charges will incur a late payment penalty of 33% and the Customer will be responsible for all attorneys and fees. Includes agency fees along with all relevant costs and expenses. Notwithstanding the foregoing, the Customer's payment terms shall always be subject to credit approval. The Company may conduct a credit check based on the information provided by the Customer at the time of registration. The amount of credit granted to the Customer is within the Company's sole and absolute discretion. When paying by credit card or electronic funds; Customer agrees that Customer is responsible for all fees incurred including adjustments to Customer's shipping list as well as a 3.5% credit card transaction fee. If there are any adjustments to these charges, A debit will be made automatically to the customer's credit card or bank account.

10. All shippers, consignors, consignees, third-party freight forwarders, and third-party freight Companies are jointly and severally liable for the freight charges relating to a shipment under the Agreement. The Customer shall be liable, jointly and severally, for all charges payable on account of such Customer's shipment, including but not limited to transportation, fuel, and other applicable accessorial charges, including all adjustments issued by the carrier(s) after the shipment, and all duties, customs assessments, governmental penalties and fines, taxes, and Company's attorney fees and legal costs allocable to this shipment and/or all disputes related thereto. The Company shall have a lien on the shipment for all sums due it relating to this shipment or any other amounts owed by Customer. The Company reserves the right to amend or adjust the original quoted amount or re-invoice the Customer if the original quoted amount was based upon incorrect information provided at the time of the original quote or if additional services by the carrier where required or otherwise authorized by the Customer to perform the pickup, transportation and delivery functions therein. The customer is permitted thirty (30) business days from the date of the invoice to dispute any invoiced charges. If the Company does not receive a dispute within the allowable thirty (30) business days, the disputed item will be denied by the Company.

Claims

11. All claims for loss, damage, delay, or non-delivery must be made within one hundred twenty (120) days of the shipping date, or such claims shall be deemed to be waived. The original shipping carton and contents must be retained by the consignee for inspection. Acceptance of Goods by the recipient without noting the damage on the delivery notice shall be conclusive evidence that such Goods were delivered in good condition and without damage.

12. The filing of a claim does not relieve the responsible party from payment of freight charges. Freight payment is necessary for a carrier to process a claim. All freight cargo claims should be submitted immediately to the Company to help ensure timely resolution. The Company will attempt to assist in the resolution of freight claims but has no responsibility or liability therefore. No claim will be reviewed until all shipping and related charges have been paid to Company. All packaging and containers must be made available for inspection by Company. Insurance claim payments, minus the \$100.00 deductible, will be made in U.S. dollars. Where the Company files a damage claim with the carrier on behalf of the Customer and receives recovery funds, the Company has a lien on such recovery amounts and reserves

the right to apply recovery amounts to open past-due invoices on the account. This includes recovery amounts received from the carrier for freight charges and/or product damage claim amounts.

13. All overcharge claims shall be waived if not presented to Company within one hundred twenty (120) days of the original invoice date. Notwithstanding the foregoing, if an account is more than sixty (60) days past due, Company may apply overpayments, or other credits owed to the Customer, against the oldest dated invoices. All claims are to be submitted in writing by overnight or certified mail to the following physical and/or email address: **IDEAL SOLUTION IMPORT EXPORT CO., LTD. 71/66 Ratt U-Thit Rd, Maesot Subdistrict, Maesot District, Tak Province, Thailand. 63110, or idealsolution102209@gmail.com**

Limitations of Liability

14. Subject to the limitations of liability contained in the transport document and the carrier's general rules of taxation. In connection with domestic full truckload shipments, the Company will be responsible for any loss or damage, including negligence or fault, with a **“one million Baht (Baht) worth of warranty service from the Company”**. If the Company has any liability for loss or damage to other shipments, the Company's liability per shipment shall be limited to the lesser of the actual value of the goods lost.

15. Subject to the limitations of liability contained in the Transportation Document and the carrier's General Rules Tariff, in connection with domestic air and less-than-truckload shipments, Company shall not be liable for any loss, damage, expense, or delay to the Goods for any reason, including as a result of the negligence or fault of Company, for any amount over \$0.50 per lb. of the Goods in question, \$50.00 per shipment, or the invoice value of the Goods in question, whichever is less. Partial loss or damage shall be prorated on this basis.

16. Concerning international air shipments, Company's liability per shipment shall be limited by any applicable international carriage of goods convention. If no international convention is applicable, Company's liability per international air shipment shall be limited to \$20.00 per KG.

17. The Company is not liable for any loss, damage, miss-delivery, or non-delivery caused by the act, default, or omission of the carrier. The Company is not liable for any loss, miss-delivery, or non-delivery caused by the act, default, or omission of the Customer or any other party who claims an interest in the shipment or caused by the nature of the shipment or any defect thereof. The Company is not liable for losses, miss-delivery, or non-delivery caused by the violation(s) by the Customer of any of the provisions of the Transportation Document or of the carrier's General Rules Tariff including, but not limited to, improper or insufficient packing, securing, marking or addressing, or of failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions. The Company is not liable for losses, miss-delivery, or non-delivery caused by events of Force Majeure. The Company is not liable for failure to comply with delivery or other instructions from the Customer or for the acts or omissions of any person other than employees of the Company.

18. The Company makes no warranties, Express or implied, including, without limitation, any implied warranties of title, non-infringement, merchantability, Fitness for a particular purpose or use, and any warranties arising from a course of dealing, usage, or trade practice

concerning the services performed hereunder. The company cannot guarantee delivery by any specific time or date. In any event, the company shall not be liable for any special, indirect, incidental, or consequential damages, including but not limited to loss of income profits, whether or not the company knew that such damages might be incurred.

Quotations and Rates

19. Quotations by Company are for informational purposes only and are subject to change without notice. No quotation binds Company unless Company agrees to handle or transport the goods at specific rates and payment terms.

20. Rate acceptance is required in writing before Goods booking, which rate is subject to change by the carrier upon its receipt of the Goods. Domestic less-than-truckload (“LTL”) rates are based on the freight class as determined by the NMFC (National Motor Freight Classification). All displayed transit times for surface transportation are estimates only and do not include the day of pickup, and surface transportation pickup dates are not guaranteed. Surface transportation rates are based on road legal weight and inclusive of fuel surcharge unless otherwise specified, which fuel surcharge is subject to fluctuation. Overweight containers are subject to additional costs. Rates are subject to

- (a) Chassis usage surcharge, chassis split, lift, and/or repossession charge, if applicable,
- (b) Any GRI, PSS, port congestion, BAF, and other accessorial charges or increases as per carrier(s) without notice at the time of shipment.
- (c) All guaranteed LTL services are governed exclusively by the carrier’s General Rules Tariff.

21. The compensation of the Company for its services and advances shall be included with and is in addition to the rates and charges of all third parties, including, but not limited to Custom formalities and examination fees, to handle, transport, load, unload, store, clear, enter, deliver, distribute or otherwise deal with the Goods, and shall be exclusive of any Company age, commissions, dividends or other revenue received by Company from insurers or other persons. A three percent (3%) advance cash outlay is applicable if Company pays any charges on behalf of the Customer.

Cargo Insurance

22. No cargo insurance will be purchased or held by Company unless Company has agreed otherwise in writing with the Customer. Customer, at its expense, may purchase a shipper’s interest insurance policy, in which event Company will act solely as a representative for Customer, assisting the Customer with entering a separate contract for insurance between Customer and the insurance carrier.

23. THE COMPANY IS NOT AN INSURANCE COMPANY AND DOES NOT OFFER OR PROVIDE INSURANCE. Further, the Company has no responsibility, liability, or involvement in the issuance of insurance, the denial of insurance, or the payment of claims. In the event of cargo loss or damage, the certificate holder is to contact the claim agent noted on the certificate of insurance immediately. If the loss or damage is apparent, the consignee must note such loss or damage information on the Transportation Document/delivery

receipt. If the loss or damage is not apparent (concealed), the certificate holder must contact the claims agent noted on the certificate within five (5) calendar days after taking delivery. Should any such insurance carrier dispute liability or refuse to settle a claim for any reason whatsoever, Customer agrees it will have no recourse against Company.

Right to Reject Requests for Shipping Services

24. The company reserves the right to reject any request for shipping at its sole discretion. Without limitation, any shipment containing any item that is considered a restricted article or hazardous material by the Department of Transportation (DOT), International Air Transport Association (IATA), or the International Civil Aviation Company (ICAO), will not be shipped by Company. Shipments containing items that cannot be transported legally or safely, include, but are not limited to

- (a) Animals
- (b) Perishables Currency
- (c) Precious Metals
- (d) Explosives
- (e) Precious Stones
- (f) Negotiable items in Bearer Form

Obligations of Company

25. The company agrees to provide the freight Companying services hereunder on a non-exclusive basis, in a good and workmanlike manner. The company represents and warrants that it holds all necessary licenses, permits, and/or other authorizations necessary to provide the freight Companying services described herein, and is duly qualified and authorized to perform its obligations under the Agreement.

26. Company will require that any carriers engaged by Company to transport Goods hereunder will-

- (a) All insurance policies required by applicable law are required will be.
- (b) a license issued by the relevant government authority; You must still be qualified and authorized by permit or other authorization and must legally deliver the Goods as described in this Agreement.

27. The company will comply with all applicable laws and regulations about the performance of freight forwarding services. The company will provide the Customer with activity reports and other reports as reasonably requested by the Customer from time to time.

Independent Contractor

28. Company shall be an independent contractor concerning Customers and nothing herein contained shall be construed to be inconsistent with such relationship or status. Company's agents and employees shall under no circumstances be deemed to be agents, employees, or representatives of Customer. Customer shall have no control and

direction of the persons providing services hereunder. Similarly, in no event shall any person engaged or employed by Customer be considered an employee or agent of Company.

29. Company shall engage and/or subcontract with such entities and/or individuals as it may deem necessary or appropriate in connection herewith, it is being understood and agreed that such entities or individuals shall be subcontractors of the Company only and shall be subject to discipline and control solely and exclusively by Company.

Carrier's and Warehouseman's Lien

30. The customer acknowledges that Company and its subcontractors have both a carrier's and warehouseman's general lien on all Goods handled under any Transportation Document. The company and its subcontractors may enforce this lien at any time at either a public or private sale with or without a judicial hearing. Any notice required to be given of a sale or other disposition made at least ten (10) days before a proposed action constitutes fair and reasonable notice. Any surplus from the sale or other disposition, after deduction for all sums owed to Company, shall be transmitted to the Customer, and the Customer shall be liable for any deficiency. Customer also grants Company a security interest in the Goods being handled under any Transportation Document until Customer has fully satisfied all liabilities, whenever occurring, owed to Company. Company has the right to withhold delivery or release of Goods if Customer is in breach of any indebtedness or obligation to Company, even if not related to such Goods. If any such indebtedness or obligation is unsatisfied, Company may, in addition to all other rights and remedies under other agreements and/or applicable Law, exercise all rights and remedies of a secured party under the Uniform Commercial Code, including, but not limited to the filing of financing statements covering any such Goods without Customer's signature.

Natural disasters

31. Arising beyond the Company's reasonable control; acts of God, acts of governmental authorities, public enemies, acts or omissions of Customs or quarantine officials, war, riots, rebellions, strikes, sabotage, fire, explosions, accidents, floods, strikes, lockouts, labor disputes, weather conditions, Discovering physically different spatial conditions or laws; The user must fully understand and agree to the terms or changes to the rules and unusual content. Customer understands and agrees that this Agreement is non-exclusive and that Company shall be free to provide similar services to companies other than Customer and that Customer shall be free to utilize logistics services from companies other than Company provided that these actions do not interfere with the company able to perform under this Agreement.

Abilities by mutual consent

32. This Agreement is binding upon both the Company and the Customer and their respective representatives, subject to the terms and conditions. It will inure to the benefit of both the successors and permitted assigns. Neither company/agent may assign this Agreement without the written consent of the other party. Either party's failure to strictly enforce any provision of this Agreement will not be construed as a waiver of that provision or as excusing the other party from future performance. The Agreement completely and exclusively states the agreement of the Company and Customer regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements concerning the subject matter hereof, written or oral, and may be amended only by written instruments signed by the

Company and Customer. If any part of these Terms and Conditions of Transportation Services is found unenforceable, it will not affect the validity or enforceability of any other provision of these Terms and Conditions of Transportation Services.



A handwritten signature in blue ink, appearing to read 'Aye Tun', written over a faint, illegible background.

CEO

Mr. Aye Tun

Ideal Solution Company Limited