

# 2nd-home Hua Hin Thailand Co.,Ltd. Terms & Conditions. Sales & service yields.

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## Prices

All prices on 2nd-home's homepage, window displays and all other sale's material are guidelines and can be changed without prior notice. 2nd-home cannot be hold responsible for any price changes.

A proposal is always, if nothing else has been agreed, stated in THB exclusive VAT and transfer taxes.

2nd-home cannot be held responsible for the public government rates, VAT, transfer tax/expenses, imposed duties and valued prices from government offices.

## Proposals & proposal conformation

A proposal contains proposed purchase price, payment plan and what is included in the proposal. A proposal is only valid if delivered in writing by 2nd-home or 2nd-homes business partners.

With the conformation of the proposal, the proposal is signed and returned back to 2nd-home or 2nd-homes business partners. This is considered as the Proposal conformation.

A proposal is valid 2 days from the proposal date, if nothing else is set forth or agreed.

## Cooling period

The Proposal confirmation is valid in a 7 day "cooling period". The "cooling period" is a term for a 7 day consideration period, where a buyer has the option to approve or deny the proposal. A buyer can freely choose if they want to use the cooling period or not.

A proposal is confirmed by paying the deposit which has to be paid at the end of the cooling period. The deposit is valid for 14 days, where after the 1<sup>st</sup> down payment, as according to the attached payment plan in the Proposal and in the Sales & Purchase agreement, has to be paid.

A paid deposit is binding and cannot be refunded.

If the Proposal confirmation differs from the Sales & Purchase agreement it is the prices and terms & conditions in the Proposal confirmation that is considered the agreed between the parties.

## Cancellation & changes

The Proposal conformation and Sales & Purchase agreement, already signed by buyer and seller, can only be cancelled or changed according to the paragraphs regarding cancellations and changes in the signed Proposal confirmation or Sales & Purchase agreement.

All expenses connected to the cancellation or changes are born by the party who wishes to make the changes and can only be done with acceptance of counterparty.

Changes in form of supplementary contracts, MOU's, drawings etc is considered as supplementary documents and must be signed by both parties before attached to the original contract or agreement. If 2nd-home is chosen to make such supplementary documents the prices for such will be informed before hand as well as they are publicised on 2nd-home's homepage and on price lists available in the 2nd-home sales office.

## Execution

2nd-home cannot be held responsible for the execution of the construction or for the quality of the construction for the purchased property. Likewise 2nd-home cannot be held responsible for the condition or maintenance for the purchased property. Properties in Thailand as well as supplementary chosen goods are according to normal Thai construction standard and quality and the quality equals the sales price at the time of confirming the purchase.

2nd-home cannot under any circumstances be held responsible for disagreements between buyer and seller.

If a written agreement has been made between 2nd-home and buyer for supervision during the construction period or during construction changes, it's important the buyer is aware 2nd-home is only a communication link and cannot take responsibility for the construction or the quality of the construction.

For services a client wishes to purchase from 2nd-home, 2nd-home takes full responsibility for the services and yields as agreed delivered.

## Product responsibility

A buyer have to hold 2nd-home indemnify to the extend 2nd-home has no chargeable responsibility against third party for damage or loss, which according to subject a & b is not responsible against buyer or third party. 2nd-home is not responsible for damage caused:

- a) on real estate or movables included while the sold is in buyers or sellers procession.
- b) on products made by buyer, seller or sub contractors or products where they are included , or for damage on real estate or movables in consequence the sold causes.

2nd-home is in no case responsible for service loses, lost profit or other economic consequence loses.

If third party presents a claim against one of the parties regarding compensation, that party must notify the counterparty in writing.

2nd-home, seller and buyer are all obligated to be sued in a court of law, which handles compensation claims, on charges made against one party based upon claims regarding damages or losses caused by or upon the sold property or service.

## Time for transfer

Handover for a property happens accordingly to the given time in the Sales & Purchase agreement. However precautions must be taken against force majeure, war, lockout, transport disturbances, machine breakdown, materiel and factory errors, including delays of raw material which is necessary for construction of the purchased.

Handover of documents or services 2nd-home offers will appear on the order list. A buyer must take precautions against force majeure, war, lockout, transport disturbances, machine breakdown materiel and factory errors, including delays of raw material which is necessary to 2nd-home for delivering of the purchased services.

Such delays or delays in general do not entitle a buyer to cancel the purchased.

If the time of handover is delayed on buyers request or caused by the lack of security deposit, the amount is still due to be paid, counted from the day where the handover should have taken place. Interest may apply in such case.

## Payment conditions

Payment to 2nd-home for services provided by 2nd-home, can happen either via a bank transfer or by cash payment at the 2nd-home sales office.

All payments made to 2nd-home official receipts are issued for the received amount.

All 2nd-home service prices will be imposed a 7% VAT charge except for property sales and rental prices.

In case of 2nd-home is in charge of making payments or instalments to the seller or third party on the buyers request, it is 2nd-homes responsibility to retrieve an official receipt to the buyer for the amount received by the seller.

If a buyer wishes 2nd-home to administrate the buyers due payments or instalments to the seller or according to the payment plan in the Sales & Purchaser agreement between the buyer and the seller, it is 2nd-homes responsibility to conduct the due payments, when the seller has complied to his part in the Sales & Purchaser agreement, but the due payments cannot be made prior to the payment date specified in the Sales & Purchase agreement unless 2nd-home has a written statement from the buyer clearly indicating the buyer acceptance of prior payout. Email is considered a written statement.

2nd-home can under no circumstances make any payments on behalf of a buyer of 2nd-homes own funds. All payments have to come from the buyers own funding. Equally 2nd-home cannot be held responsible for any late payments according to the Sales & Purchaser agreement, if a buyer have not made the necessary payments prior to 2nd-home.

In case the buyer and 2nd-home have a written agreement stating 2nd-home is in charge of making the payments or instalments to the seller or third party on behalf of the buyer, it is 2nd-homes responsibility to make the buyer aware of any upcoming payments or instalments, in order for the buyer to transfer funds from overseas channels to 2nd-home. 2nd-home cannot be held responsible in such

cases as the client does not have the necessary funds to make an upcoming payment or if an error occurs when making a bank transfer. These are cases 2nd-home cannot control and therefore cannot be held responsible or liable for.

When a client orders a service from 2nd-home the client must expect 2nd-home have the right to charge an initial down payment. This can be imposed in case the ordered service requires a deposit to third party, taxes or if the ordered service is requiring extreme workload to 2nd-home. 2nd-home must in advance inform the client if an initial deposit is required. The client must apply to the payment terms & conditions agreed. If the client does not follow the payment terms & conditions, 2nd-home must within 7 days after the payment date, sent a written statement to the client informing about late payment. Email is considered written statement. If the client does not pay within 7 days after the written statement about late payment is received by the client, the ordered service will be cancelled. In case the outstanding payment exceeds 10.000 THB and 2nd-home can prove they have complied with the terms & conditions for the ordered service, the payment must take place! In such cases the client must within 7 days after the receipt of the written statement of late payment, suggest a payment plan how the client intend to pay 2nd-home for its work. If an agreement cannot be reached and the payment is not made, 2nd-home can choose to prepare a court case and inform the court in Prachuabkirikhan as well as other government offices, such as the police, about late payment.

## Bank transfers

As a service to its clients 2nd-home offers to manage payments to the seller. In such cases the client will transfer the payments to either 2nd-homes Foreign Currency Deposit accounts (FDC) or Thai bath account. 2nd-home will as a service, register the money as being for purchasing property and assist the clients in obtaining the necessary official documents (Tor Tor Sam) needed for transferring the brought in money out of Thailand again when selling the property. It is important to be aware that, it is only possible to issue a Tor Tor Sam from the bank if the transfer exceeds 100.000 THB. If a client chooses not to use 2nd-homes payment service to seller, 2nd-home cannot be held responsible for the client obtaining the correct registration to the state and obtaining the Tor Tor Sam from a bank.

When transferring to 2nd-homes bank accounts, an official fee of THB 500 will be collected by the Thai bank. This fee is not covered by the overseas transfer fees. This fee will be borne by the client, not 2nd-home. Important notice, an official receipt will be issued by the bank for the transfer fee.

When transferring to 2nd-homes foreign currency deposit accounts, the transfer will be withdrawn from the FCD account as soon as possible by 2nd-home, and exchanged into THB unless something else is agreed with the client. The money is then transferred to the seller or third party or deposited in 2nd-homes client account. 2nd-home is not responsible for any currency speculation the client wishes to do when transferring to 2nd-homes FDC accounts. If the client wants to leave the transferred foreign currency on 2nd-homes FDC accounts, a written agreement has to be signed and 2nd-home cannot be held responsible for exchange changes.

In case the overseas or the Thai banking system makes an error when transferring funds into 2nd-homes bank accounts, 2nd-home can under no circumstances be held responsible. The same applies for exchange changes, transfer fees and bank fees.

## Client account

2nd-home offers its clients as a service to use 2nd-homes client account for free.

This account can be used by clients who do not have a bank account in Thailand, and when 2nd-home administrate the payments to the seller. It can also be used by clients who do business with 2nd-home for example rental clients who wants their profit, deposits or funds for repairs temporary deposited on 2nd-homes client account.

In the banks and 2nd-homes opening hours, clients can at any given time have their deposited funds paid out. Clients can likewise be informed of their balance and account movements in 2nd-homes opening hours. It is free for the clients of 2nd-home to make use of 2nd-homes client account.

Important notice, clients with deposited funds on 2nd-homes client account does not earn interest of the deposited funds.

## Consignments & postal's

Consignments from Thailand, if nothing else is agreed, is arranged by 2nd-home. Overseas consignments in document form are sent by air mail hence it is possible to follow the consignment via tracking numbers on the internet. All the consignments are recommended mail.

2nd-home is not economically responsible for consignments of documents or other form of shipments unless agreed in the buyer proposal.

## Services

2nd-home offers their clients many services related to selling and purchasing property, letting property and further related services such as land investigation and appraisals. All purchasing clients will be notified what is included in the quoted price for a service, when dealing with or through 2nd-home. Services not related to the above mentioned and which are not agreed at the time of purchase quotations will be submitted to a client on case to case basics. 2nd-home offers no free services unless otherwise is agreed with the client.

2nd-home has business partners working within legal representation, design & construction, interior designer, furniture companies, kitchen specialists, repairs, garden service, cleaning service, accounting and consult companies (setting up a company, accounting, visa, driver licence, official documents etc). 2nd-home cannot be held responsible for work booked or completed with or by 2nd-homes business partners, but 2nd-home will do its best only to recommend and offer the best options on the market. Because 2nd-home refers or recommends business partners it is not equivalent that communication between the client and the business partners will be through 2nd-home. If so this will be considered a service and unless else is agreed with the client, 2nd-home have the right to charge the client a fee for this service.

A list of services provided with prices offered by 2nd-home can be found on 2nd-homes website and in the 2nd-home sales office.

## Procurement, communication & after sale

2nd-home is a real estate agent with a good service which is one of the things we profile ourselves with. A list of our services in relation to a sale is always provided with the Proposal and a client can choose what services to they wish. 2nd-home does not construct developments but only sale. Hence it is important 2nd-homes clients understand reclamations, changes in drawings, follow up on construction, house check, inspection of property, 1 year examination, renewal of leasing contracts at the land registration office, forwarding emails and wishes for the seller and the buyer etc, not is 2nd-homes responsibility. In the after sale communication between project managers, contractor, supervisor, building owners and the buyer, is not 2nd-homes responsibility and is not part of the sale when a buyer purchases property through 2nd-home. It is the buyers own responsibility after the sale to maintain these tasks. 2nd-homes work is limited to distribution of real estate. However 2nd-home can assist with this against a fee.

Purchasing clients can make an agreement regarding after sales services with 2nd-home, which 2nd-home can chose to charge for or offer as part of the sale. A list of after sale services can be viewed on 2nd-homes website or at the 2nd-home sales office.

In conjunction with a sale, contact information between the buyer and the seller has to be shares as well as contact information for individuals related to the sale. This is done to enhance communication. It is 2nd-homes responsibility to distribute information between buyer and seller.

## Twist

Every twist or disagreement related to the Sales & Purchase agreement, provided the twist or disagreement cannot be settled between the parties, must be settled according to Thai law at the court in Prachuabkirkhan at the 1 instance.

## Cookies

A cookie means a user's behaviour on a network is being registered on the users own computer (hard drive). By doing so the server knows (for example a website) who the user is when visiting next time. There are no personal information in a cookie, but information about a users behaviour on a website as for instance a typed in username connected to a login to a certain section on the webpage. A cookie is stored on the user's hard drive together with cached files. A cookie is thus a text file which is sent to your browser from a web server and stored on your computers hard disk. You can set your browser to inform you when you receive a cookie, or you can choose to completely turn cookies off.

At [www.2nd-home.com](http://www.2nd-home.com) cookies are used with the purpose to optimize the web site and its functionalities. Cookies are used to create a better user interface.

The created cookies are erased the following way: Cookies are easily erased with the browser settings by choosing settings and then internet settings, click on erase cookies.

## Statistic

Log statistics are used on [www.2nd-home.com](http://www.2nd-home.com) and means that a statistic system gathers information which can give a statistic picture of how many visitors the website has had, where they come from, on which part of the website is visited and more.

On [www.2nd-home.com](http://www.2nd-home.com) the log statistic is used with the purpose of optimizing the website and its functions. The log statistic is used to increase the user interface.

Personal information is registered at [www.2nd-home.com](http://www.2nd-home.com) and is kept for 5 years whereupon they are erased. We make the registration of your personal information with the purpose to valet and service potential clients the best way possible. The information is not given to third party.

By third party means persons or legal companies outside the owner's circle of the company. No sensitive personal information is stored.

## E-marketing

You can choose to receive our member email. The email contains information about the company and its products, relevant offers and more.

You will only receive the email if you clearly accept it.

If you no longer wish to receive the email you can cancel it via the link in the bottom of every email or on the front page of the web site.