



BUSINESS TO BUSINESS
EXTRANET ACCESS APPLICATION FORM

www.thechinastone.com

Welcome to Business Extranet Access

Business to Business Extranet Access allows small businesses, corporations, and other professional bodies specializing in the luxury industry to establish a single account. Each account can have different roles for multiple users, to access real time inventories of precision cut calibrated colored gemstones. Selecting, approving and managing of orders and invoices is easy, under individually tailored business terms and price levels.

To use the service you will need to nominate an individual as an Account Administrator. If you are completing the registration online the person who creates a business account will be the Account Administrator for the account. The account Administrator is the only person who can edit the business information and assign a Manager and Buyer roles to other account participants

If you want to use Business to Business Extranet for two or more businesses (separate legal entities) you will need to complete a separate application form for each business.

If you are a new customer and do not have an account with us, you need to provide proof that you are a qualified member of the trade, in the form of a resale number and/or trade references, and/or registration details in relevant professional associations.

Creating an extranet account and enabling access after submitting this form takes between 3 to 7 business days depending on the business service selection and business jurisdiction

If you have any queries about the completion of this application form, please contact Customer service at:

+66 263 00 730 or e-mail to:
b2b@thechinastone.com

Pre-registration Checklist

Before submitting this form, please ensure that you have checked the following:

- The business is a qualified member of trade and can supply proof in the form of a resale number and trade references or a listing in the JBT, JVC, ICA, AGTA, BJA or D-U-N-S number.
- The Account Administrator has provided their valid email address.
- The Account Administrator and, if applicable, all other users have signed the form.
- The Account Administrator and, if applicable, all other users have read the Terms and Conditions and Extranet Access Agreement.

Business Services Selection

Before submitting this form, please check all that apply of the following business services:

- Extranet Trade Access**
Full account, inventory, orders and invoice access using a standard-compliant browser.
- Direct Trade Feed**
Inventory, orders and invoices access using XML Web Services for purchasing.
- Affiliate Trade Feed**
Catalog and inventory access using XML Web Services for reselling.

China Stone Co.,Ltd

Dept. Customer Services

Jewelry Trade Center,
45th Floor, 919/527 Silom Road,
Bangrak, Bangkok, 10500 Thailand

Guidance note 1. Business details

Brief business description, legal status and jurisdiction is required to verify legitimate members of the trade. To satisfy certain territory or pricing restriction obligations, all registrations need to specify their business jurisdiction – country or territory where their business is transacted.

Business name – Assumed name, trade name, or DBA name of the business

Legal name – The name of the person or entity that owns a business or which was registered with the government.

Jurisdiction – Country or territory (state) where business is transacted.

Incorporation – Form of the business, i.e. Public Company, Privately Held, Non-Profit, Government Agency, Partnership, Sole Proprietorship, Self-Employed or Educational Institution

Industry – Short business industry description, i.e. Jewelry manufacturing or Luxury Goods & Jewelry.

Guidance note 2. Business Headquarters

The business Head Office or Headquarters location and contact details are required for registration verification and used as contact information for all registered business users who must be assigned to the locations.

Once access is approved, the Account Administrator will be assigned to the Headquarters and will be able to create different locations for various purposes, i.e. specific delivery, billing or contact.

E-mail – This should be an email address specific to the Headquarters.

Web – This should be your business web page address.

Business hours – This should be hours and week days of when your location is available for contact, appointment or to accept delivery.

Guidance note 3. Business details

An Account Administrator role is assigned to the person nominated by the business to have full access to all the functions within the Business Extranet Access service. The functions include (a) deposit payments and credit line if you have applied for this option, (b) controlling access to the service, including the appointment of additional users and (c) the power to enter into, on your behalf, agreements relating to services, products and other matters with us.

We will send details to activate Business Extranet Access addressed to the Account Administrator at the business's Headquarters. These details must not be divulged to any other party.

Email address – This should be an email address specific to the Account Administrator user. This shouldn't be a shared email account.

User signatures – We will require the name and specimen signature of all users who will have an Account Administrator role for this service.

Guidance note 4. Trade references

If you are a **new customer** and **do not have an account with us**, you need to provide proof that your business is a qualified member of the trade. Please attach a copy of Trade References listing either:

Three (3) associations (JBT, JVC, ICA, AGTA, BJA) your business has registered with;

OR

Three (3) trade references that can vouch for your trade standing including Business Name, Address, Phone number, Fax number and Contact name;

OR

Enclose a copy of a Sales Tax or Business Registration Certificate (if applicable) with the return of this application.

SECTION 1

BUSINESS DETAILS

See guidance note 1.

(to be completed by applicant)

Business name

Legal name

Jurisdiction

Year founded

Y	Y	Y	Y
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Incorporation

Industry

Primary activity

Manufacturer Distributor Reseller

SECTION 2

BUSINESS HEADQUARTERS

See guidance note 2.

(to be completed by applicant)

Street address

City/Town

Prov./State

Postcode/ZIP

Country

Phone

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Fax

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E-mail

Web

Business hours

		AM			PM	M	T	W	T	F	S	S
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Used for

Contact Shipping Billing

SECTION 3

ACCOUNT ADMINISTRATOR

See guidance note 3.

(to be completed by applicant)

Salutation

Mr Mrs Miss Dr Other

First name(s)

Last name

Department

Position

Email address

SECTION 4

DECLARATION

(to be completed by applicant)

By signing this application form you are confirming that you have taken all the necessary actions to authorise the signing of this form and the entry into and performance of the Business to Business Extranet Access Terms and Conditions, and that such authorisation is in accordance with your relevant constitutional documents; and that you have read and understand the Business to Business Extranet Access Terms and Conditions, which you received with this form, and agree to be bound by them.

- Yes, I am authorised to apply for Business to Business Extranet Access services on behalf of the organisation described above.
- Yes, I have read and accepted the Terms & Conditions and Extranet Access Service Agreement.

Signature

Date

D	D	M	M	Y	Y
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ENCLOSURE

FOR OFFICE USE

(to be completed by authorized staff member)

THIS INFORMATION MUST BE FILLED UP BY THE BRANCH OR AN AGENT BEFORE SENDING FOR AUTOMATIC PROCESSING.

Number of pages Number of enclosed documents

REP. Code

TOP	<input type="checkbox"/>	CBD	<input type="checkbox"/>	COD	<input type="checkbox"/>	Net 30	<input type="checkbox"/>	Net 60	<input type="checkbox"/>	Net 90	<input type="checkbox"/>
LOC	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>										
PLA	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>									TDA	<input type="text"/> <input type="text"/>
TOR	<input type="text"/> <input type="text"/>										

CPU/HUB

Authorization code

Authorizer's name

Authorizer's signature

Date

TERMS AND CONDITIONS

1. Definitions and interpretation

In this Agreement the following terms shall have the following meanings:

"Account" means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;

"Carrier" means any third party responsible for transporting purchased Goods from our Premises to customers;

"Content" means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;

"Goods" means any products that China Stone Ltd advertises and / or makes available for sale through this Web Site;

"China Stone Ltd" means China Stone Ltd, a company registered in Thailand whose registered office is at the Jewelry Trade Center, 45Th Floor, 919/522-523 Silom Road, Bangkok, 10500, Thailand

"Service" means collectively any online facilities, tools, services or information that China Stone Ltd makes available through the Web Site either now or in the future;

"Payment Information" means any details required for the purchase of Goods from this Web Site. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;

"Purchaser" means any person or business that buys Goods from China Stone Ltd from this Web Site;

"Purchase Information" means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;

"Premises" means our place(s) of business located at Jewelry Trade Center, 45Th Floor, 919/522-523 Silom Road, Bangkok, 10500, Thailand;

"System" means any online communications infrastructure that China Stone Ltd makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

"User" / "Users" means any third party that accesses the Web Site and is not employed by China Stone Ltd and acting in the course of their employment; and

"Web Site" means the Web Site that you are currently using and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. Business customers

These Terms and Conditions apply to business customers only. China Stone Ltd only sells to qualified members of the jewelry trade.

3. International Customers

If Goods are being ordered from outside China Stone Ltd's country of residence, import duties and taxes may be incurred once the Goods reach their destination. China Stone Ltd is not responsible for these charges and we undertake to make no calculations or estimates in this regard. If a Purchaser is buying internationally, they are advised to contact their local customs authorities for further details on costs and procedures. The Purchaser of the Goods will also be the importer of record and as such should ensure that the purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and China Stone Ltd gives no guarantee that the packaging of the Goods will be free of signs of tampering.

4. Intellectual property

4.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of China Stone Ltd, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable Kingdom of Thailand and International intellectual property and other laws.

4.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by China Stone Ltd.

5. Third party intellectual property

5.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

5.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

6. Fair use of intellectual property

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

7. Links to other web sites

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of China Stone Ltd or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

8. Links to this web site

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of China Stone Ltd. To find out more please contact us by email or by post.

9. Use of communications facilities

9.1 When using the enquiry form or any other System on the Web Site you should do so in accordance with the following rules:

9.1.1 Obscene or vulgar language must not be used;

9.1.2 Content that is unlawful or otherwise objectionable must not be submitted. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

9.1.3 Content that is intended to promote or incite violence must not be submitted;

9.1.4 It is advised that submissions are made using the English, Thai and Chinese language(s) as we may be unable to respond to enquiries submitted in any other languages;

9.1.5 The means by which Users identify themselves must not violate these terms of use or any applicable laws;

9.1.6 Users must not impersonate other people, particularly employees and representatives of China Stone Ltd or our affiliates; and

9.1.7 Our System must not be used for unauthorised mass-communication such as "spam" or "junk mail".

9.2 You acknowledge that China Stone Ltd reserves the right to monitor any and all communications made to us or using our System.

10. Accounts

10.1 In order to purchase Goods on this Web Site and to use the Extranet facilities Users are required to create an Account which will contain certain personal details and Payment Information which may vary based upon a User's use of the Web Site as we may not require payment information until a purchase is to be made. By continuing to use this Web Site you represent and warrant that:

10.1.1 All information you submit is accurate and truthful;

10.1.2 If you are buying on behalf of your employers, you have the authority to submit Payment Information where any such authority is required; and

10.1.3 You will keep this information accurate and up-to-date. Your creation of an Account is further affirmation of your representation and warranty.

10.2 It is recommended that you do not share your Account details, particularly your username and password. China Stone Ltd accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

10.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact China Stone Ltd immediately to suspend your Account and cancel any unauthorised purchases that may be pending. Please be aware that purchases can only be cancelled until they are dispatched. In the event that an unauthorised purchase is dispatched prior to your notifying us of the unauthorised nature of the purchase, China Stone Ltd accepts no liability or responsibility and you should make contact with the Carrier detailed in the Purchase Information.

10.4 When choosing a username Users are required to adhere to the terms set out above in Clause 9. Any failure to do so could result in the suspension and/or deletion of your Account.

11. Termination and cancellation

11.1 Either China Stone Ltd or a User may terminate an Account. If China Stone Ltd terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.

11.2 If China Stone Ltd terminates an Account, any current or pending purchases on your Account will be cancelled and will not be dispatched.

11.3 China Stone Ltd reserves the right to cancel purchases without stating reasons, for any reason prior to processing payment and dispatch.

11.4 If purchases are cancelled for any reason prior to dispatch Purchasers will be refunded any monies paid in relation to those purchases.

11.5 If a User terminates their Account any non-dispatched purchases will be cancelled and a full refund of any monies paid in relation to those purchases will be paid through the payment method used when the Goods were purchased.

12. Payment

12.1 Any and all invoices are due for payment on the date shown on the invoice, unless alternative arrangements have been agreed between the Purchaser and China Stone Ltd.

12.2 Interest will be charged on a daily basis, commercial interest at 2.5% above the base rate of the Bank of Thailand obtaining at the time.

13. Goods, pricing and availability

13.1 Whilst every effort has been made to ensure that all graphical representations and descriptions of Goods available from China Stone Ltd correspond to the actual Goods, China Stone Ltd is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct

Goods, not different Goods altogether. Please refer to Clause 16.1 for incorrect Goods.

13.2 Where appropriate, you may be required to select the required SIZE, COLOR CODE, LOT NUMBER of the Goods that you are purchasing.

13.3 China Stone Ltd does not represent or warrant that such Goods will be available. Stock indications are provided on the Web Site however these may not take into account sales that have taken place during your visit to the Web Site.

13.4 All pricing information on the Web Site is correct at the time of going online. China Stone Ltd reserves the right to change prices and alter or remove any special offers from time to time and as necessary. All pricing information is reviewed and updated every 24 hours.

13.5 In the event that prices are changed during the period between an order being placed for Goods and China Stone Ltd processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price.

14. Property, risk and account of profits

14.1 Title in Goods will not pass to the Purchaser until the full purchase price for those Goods has been received by China Stone Ltd. Title remains with China Stone Ltd until payment is complete.

14.2 If the Purchaser sells the Goods on to its own customers in any form, either as purchased from China Stone Ltd or forming a component part of larger Goods, and any amount of the purchase price payable to China Stone Ltd remains outstanding, the Purchaser must account to China Stone Ltd for the proceeds of such a sale. The Purchaser is then required to hold such proceeds on trust for China Stone Ltd until payment has been received in full by China Stone Ltd.

15. Delivery

15.1 China Stone Ltd will notify you by way of email when your Goods are to be dispatched to you. The message will contain details of estimated delivery times in addition to any reasons for a delay in the delivery of the Goods purchased by you.

15.2 If China Stone Ltd receives no communication from you, within 15 days of delivery, regarding any problems with the Goods, you are deemed to have received the Goods in full working order and with no problems.

16. Returns policy

China Stone Ltd aims to always provide high quality Goods that are fault free and undamaged. On occasion however, goods may need to be returned. Returns are governed by these Terms and Conditions.

16.1 If the Purchaser receives Goods which do not match those ordered, unless accompanied by an explanatory note detailing the changes, stating reasons for the changes and setting out your options, the Purchaser should contact us within 15 days to arrange collection and return. China Stone Ltd is not responsible for paying shipment costs. The Purchaser will be given the option to have the Goods replaced with those ordered (if available) or to be refunded through the payment method used when the Goods were purchased. Refunds and replacements will be issued upon our receipt of the returned Goods.

16.2 If any Goods purchased have faults when they are delivered, the Purchaser should contact China Stone Ltd within 7 days to arrange collection and return. China Stone Ltd is not responsible for paying shipment costs. Goods must be returned in their original condition with all packaging and documentation. Upon receipt of the returned Goods, the price of the Goods, as paid, will be refunded through the payment method used when the Goods were purchased.

16.3 If any Goods develop faults within their warranty period, the Purchaser is entitled to a repair or replacement under the terms of that warranty.

16.4 If Goods are damaged in transit and the damage is apparent on delivery, the Purchaser should sign the delivery note

to the effect that the goods have been damaged. In any event, such damage should be reported to China Stone Ltd within 7 days and arrange collection and return. China Stone Ltd is not responsible for paying shipment costs. Upon receipt of the returned Goods, the price of the Goods, as paid, will be refunded through the payment method used when the Goods were purchased.

16.5 If the Goods have been dispatched or have reached you, but the Purchaser decides that they are no longer required, the Goods can be returned to China Stone Ltd within 15 days of receipt. Goods can only be returned for this reason if their packaging remains unopened and the Goods can be re-sold, as new, without any additional work on the part of China Stone Ltd. The Purchaser is responsible for paying shipment costs if Goods are returned for this reason.

16.6 If the Purchaser wishes to return Goods to China Stone Ltd for any of the above reasons, please contact us via the Order Center to make the appropriate arrangements.

16.7 China Stone Ltd reserves the right to exercise discretion with respect to any returns under these Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

16.7.1 Any use or enjoyment that you may have already had out of the Goods;

16.7.2 Any characteristics of the Goods which may cause them to deteriorate;

16.7.3 Any discounts that may have formed part of the purchase price of the Goods to reflect any lack of quality made known to the Customer at the time of purchase. Such discretion to be exercised only within the confines of the law.

17. Privacy

Use of the Web Site is also governed by our Privacy Policy which is incorporated into these terms and conditions by this reference.

18. Disclaimers

18.1 China Stone Ltd makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

18.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

18.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

19. Changes to the Service and these Terms and Conditions

China Stone Ltd reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. Users and Purchasers will be bound by any changes to the Terms and Conditions from the first time the Web Site is used by them following the changes. If China Stone Ltd is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by Purchasers in the future.

20. Availability of the web site

The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

China Stone Ltd accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

21. Limitation of liability

21.1 To the maximum extent permitted by law, China Stone Ltd accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

21.2 Nothing in these Terms and Conditions excludes or restricts China Stone Ltd's liability for death or personal injury resulting from any negligence or fraud on the part of China Stone Ltd.

21.3 Nothing in these Terms and Conditions excludes or restricts China Stone Ltd's liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Web Site.

21.4 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

22. No waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

23. Previous terms and conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

24. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

25. Law and jurisdiction

These terms and conditions and the relationship between you and China Stone Ltd shall be governed by and construed in accordance with the Law of Kingdom of Thailand and China Stone Ltd and you agree to submit to the exclusive jurisdiction of the Courts of Kingdom of Thailand.

EXTRANET ACCESS AGREEMENT

China Stone Ltd, a company registered in Thailand whose registered office is at the Jewelry Trade Center, 45th Floor, 919/522-523 Silom Road, Bangkok, 10500, Thailand agrees to grant the entity identified on this registration form and any owned subsidiary thereof (collectively "Participant") access to certain portions of China Stone Ltd's non-public web site(s) ("Extranet Site") as China Stone Ltd and the Participant may from time to time agree, to allow the Participant to communicate and conduct commerce with China Stone Ltd, subject to the following terms and conditions and all applicable laws:

1. Extranet site access and usage

Access to all or portions of the Extranet Site may be limited by various passwords, digital certificates or other security techniques (collectively, "Security Systems") which will be made available to the Participant by China Stone Ltd.

The Participant will maintain these techniques in confidence, and carefully control access to them. To the extent these Security Systems require identification of specific people or systems which will be accessing the Extranet Site on Participant's behalf, the Participant agrees to advise China Stone Ltd promptly if there is any change in the list of people or systems who have such authority to access the systems on the Participant's behalf. The Participant agrees that China Stone Ltd may conclusively assume that any party (other than China Stone Ltd) accessing the Extranet Site using these Security Systems is acting on the authority of the Participant. The Participant further agrees and acknowledges that it is solely responsible for access to, and use or misuse of, the Extranet Site via these Security Systems. Usage of the Extranet Site by the Participant is governed by the terms and conditions of this Agreement China Stone Ltd's "Legal Information" and China Stone Ltd's "Privacy Policy".

2. Extranet site content and availability.

China Stone Ltd reserves the right to modify, delete or add content to the Extranet Site, or to terminate the Extranet Site, at any time.

3. Confidentiality

The Participant may be given access to certain China Stone Ltd information and data concerning China Stone Ltd research and development activities, marketing, product improvements,

manufacturing, price or cost data, the Security Systems and any other information specifically designated by China Stone Ltd as confidential, hereinafter referred to as "Confidential Information".

Such Confidential Information shall not include information which is (i) in or becomes part of the public domain other than by disclosure by Participant in violation of this Agreement; (ii) independently developed by Participant with no use of the Confidential Information provided under agreement; (iii) obtained by Participant from third parties without a duty of confidentiality; or (iv) required to be disclosed by law, statute or regulation, provided, that wherever practical the Participant shall provide China Stone Ltd with prior notice of such required disclosure and an opportunity to attempt to limit such disclosure.

The Participant agrees to: 1) not to disclose Confidential Information to any third party, 2) use the Confidential Information only for the purpose of doing business with China Stone Ltd. China Stone Ltd shall be entitled to injunctive relief to enforce the Participant's compliance with the obligations contained in paragraph 3.1 hereof, it being understood and agreed that China Stone Ltd will not have an adequate remedy at law if such obligations are not complied with.

4. Liability

While China Stone Ltd will use reasonable commercial efforts to include accurate and up to date information on the Extranet Site, China Stone Ltd assumes no liability or responsibility for any errors and omissions in content, and China Stone Ltd shall not be liable for damages of any kind, whether direct, indirect, consequential, or exemplary, resulting from the Participant's use or inability to use the Extranet Site. Further, China Stone Ltd disclaims all warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, relating to information contained on the extranet site or the availability of access to the Extranet Site.

5. Term and Termination

This Agreement shall become effective upon the Effective Date and may be terminated by either party upon at least 30 days written notice to the other party, or immediately for cause.

6. General

This Agreement shall be governed by and construed under the laws of the Kingdom of Thailand. Failure of either party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision nor of the right to enforce such provision.