

ตารางแสดงวงเงินงบประมาณที่ได้รับจัดสรรและรายละเอียดค่าใช้จ่าย

การจัดซื้อจัดจ้างที่มีใช้งานก่อสร้าง

๑. ชื่อโครงการ : จ้างเหมาบริการบำรุงรักษาระบบตรวจสอบและหาพิศวิทยุประจำรถยนต์ จำนวน ๗ คัน
๒. หน่วยงานเจ้าของโครงการ : สำนักกิจการภูมิภาค สำนักงาน กสทช.
๓. วงเงินงบประมาณที่ได้รับจัดสรร ๑๒,๓๔๑,๐๐๐ บาท
๔. วันที่กำหนดราคากลาง (ราคาอ้างอิง) ณ วันที่ พฤศจิกายน ๒๕๖๕
เป็นเงิน ๑๒,๓๔๑,๐๐๐.- บาท (สิบสองล้านสามแสนสี่หมื่นหนึ่งพันบาทถ้วน) ซึ่งได้รวม
ภาษีมูลค่าเพิ่มและค่าใช้จ่ายที่ขังปวงไว้แล้ว
๕. แหล่งที่มาของราคากลาง (ราคาอ้างอิง)
 - ๕.๑ สืบราคาตามใบเสนอราคาของบริษัท โรเตอร์ แอนด์ ชวาร์ส (ประเทศไทย) จำกัด
เลขที่ ๒๓๑๘๑๖.๒ ลงวันที่ ๒๐ ตุลาคม ๒๕๖๕ เสนอราคาจ้างเหมาบริการบำรุงรักษาระบบตรวจสอบ
และหาพิศวิทยุประจำรถยนต์ จำนวน ๗ คัน รวมเป็นเงินทั้งสิ้น ๑๒,๓๔๑,๐๐๐.- บาท (สิบสองล้าน
สามแสนสี่หมื่นหนึ่งพันบาทถ้วน) ซึ่งได้รวมภาษีมูลค่าเพิ่มและค่าใช้จ่ายที่ขังปวงไว้แล้ว
 - ๕.๓ เป็นเครื่องมือที่ใช้เฉพาะด้าน และในประเทศไทยมีตัวแทนจำหน่ายเพียงรายเดียว โดยบริษัท โรเตอร์
แอนด์ ชวาร์ส (ประเทศไทย) จำกัด แนนเอกสารแต่งตั้งตัวแทน
๖. รายชื่อเจ้าหน้าที่ผู้กำหนดราคากลาง (ราคาอ้างอิง) ทุกคน
ตามคำสั่งสำนักงาน กสทช. ที่ ๑๑๒๘/๒๕๖๕ ลงวันที่ ๒๕ ตุลาคม ๒๕๖๕ เรื่อง แต่งตั้งคณะกรรมการ
จัดทำราคากลางจ้างเหมาบริการบำรุงรักษาระบบตรวจสอบและหาพิศวิทยุประจำรถยนต์ จำนวน ๗ คัน

๑) นายदनัยสมณั มุสิกุล

ประธานกรรมการ

.....

๒) นายสุทัศน์ จงสินทวี

กรรมการ

.....

๓) นายกิตติภูมิ จันทเขต

กรรมการและเลขานุการ

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เอกสารแนบการจัดทำราคากลาง

จ้างเหมาบริการบำรุงรักษาระบบตรวจสอบและหาทศวิทยุ ประจำปีรถยนต์ จำนวน ๗ คัน

คณะกรรมการจัดทำราคากลางการจ้างเหมาบริการบำรุงรักษาระบบตรวจสอบและหาทศวิทยุประจำปีรถยนต์ จำนวน ๗ คัน ได้จัดทำราคากลาง โดยใช้หลักเกณฑ์การกำหนดราคากลางตามพระราชบัญญัติการจัดซื้อจัดจ้างและการบริหารพัสดุภาครัฐ พ.ศ. ๒๕๖๐ ตามในนิยามมาตรา ๔ เนื่องจากไม่มีราคาที่กำหนดไว้ตาม (๑) - (๓) จึงต้องพิจารณาข้อมูลสำหรับการกำหนดราคากลางตาม (๔) หรือ (๕) หรือ (๖) ดังนี้

ราคาตามมาตรา ๔ (๔) โดยการสืบราคาจากท้องตลาด คณะกรรมการฯ ได้สืบราคาจากผู้ประกอบการซึ่งเป็นผู้ประกอบการเพียงรายเดียวที่มีความสามารถในการให้บริการจ้างบำรุงรักษาครั้งนี้ เนื่องจากเป็นตัวแทนจำหน่ายรถตรวจสอบและหาทศวิทยุ ผลิตภัณฑ์ของ Rohde & Schwarz ซึ่งมีผู้ประกอบการเป็นตัวแทนจำหน่ายในประเทศไทยเพียงรายเดียว โดยเสนอราคา ๑๒,๓๔๑,๐๐๐.-บาท คิดเป็นร้อยละ ๑๐.๙๖ ของมูลค่ารถตรวจสอบฯ ซึ่งมีมูลค่าได้มาจำนวนเงินทั้งสิ้น ๑๑๒,๕๔๔,๐๐๐.-บาท

ราคาตามมาตรา ๔ (๕) ราคาครั้งหลังสุดไม่เกิน ๒ ปี โดยในปีงบประมาณ ๒๕๖๕ สำนักงาน กสทช. ว่าจ้างบริษัท โรเตอร์ แอนด์ ซวาร์ส (ประเทศไทย) จำกัด ตัวแทนจำหน่ายเครื่องมือตรวจสอบฯ ผลิตภัณฑ์ของ Rohde & Schwarz เพื่อการบำรุงรักษาตามสัญญาเลขที่ ๘๖๕๐๐๒๐ ลงวันที่ ๓๑ มกราคม ๒๕๖๕ ระยะเวลา ๑ ปี (๑๒ เดือน) เป็นค่าจ้างทั้งสิ้น ๑๒,๒๗๙,๖๐๐.- บาท

ราคาตามมาตรา ๔ (๖) ราคาอื่นตามหลักเกณฑ์ วิธีการหรือแนวทางปฏิบัติของหน่วยงานของรัฐนั้น ซึ่งการจ้างบำรุงรักษาครุภัณฑ์ประเภทนี้ โดยมีหลักเกณฑ์การพิจารณาจัดสรรงบประมาณเพื่อการจ้างบำรุงรักษาโดยความเห็นของคณะทำงานพิจารณากลับกรองโครงการทางด้านเทคโนโลยีสารสนเทศและการสื่อสาร สำนักงาน กสทช. กำหนดเป็นหลักเกณฑ์ค่าจ้างบำรุงรักษาครุภัณฑ์หลังจากพ้นกำหนดระยะเวลาการรับประกันตามสัญญาซื้อขายแล้ว ดังนี้

ปีที่ ๑ ให้คิดค่าบำรุงรักษาไม่เกินร้อยละ ๑๒ ของวงเงินค่าครุภัณฑ์นั้น

ปีที่ ๒ ขึ้นไป ให้คิดค่าบำรุงรักษาไม่เกินร้อยละ ๑๕ ของวงเงินค่าครุภัณฑ์นั้น

สำหรับรถตรวจสอบและหาทศวิทยุฯ ที่จ้างบำรุงรักษาในปีงบประมาณ ๒๕๖๖ ครั้งนี้ มีวงเงินจัดซื้อได้มา ๑๑๒,๕๔๔,๐๐๐.-บาท ใช้งานมาเกินกว่า ๒ ปี ซึ่งหากคำนวณราคาค่าจ้างบำรุงรักษาตามหลักเกณฑ์นี้ จะมีอัตราค่าบำรุงรักษาไม่เกินร้อยละ ๑๕ คิดเป็นเงินไม่เกิน ๑๖,๘๘๑,๖๐๐.- บาท

จากข้อมูลที่จะใช้กำหนดราคากลางสำหรับการจ้างบำรุงรักษาประจำปี ๒๕๖๖ ตามนิยามมาตรา ๔ (๔) (๕) และ (๖) แห่งพระราชบัญญัติการจัดซื้อจัดจ้างและการบริหารพัสดุภาครัฐ พ.ศ. ๒๕๖๐ ข้างต้น พบว่า ราคาที่ซื้อจ้างครั้งหลังสุด (๕) และราคาที่สืบจากท้องตลาด (๔) และไม่เกินหลักเกณฑ์การจัดสรรงบประมาณซึ่งเป็นราคามาตรฐานภายในของสำนักงาน กสทช. (๖) แต่เมื่อพิจารณาจากข้อมูลการใช้งานของเครื่องมือตรวจสอบฯ ซึ่งเป็น

เครื่อง...

เครื่องเทคโนโลยีและอิเล็กทรอนิกส์ ซึ่งมีความละเอียดอ่อนและมีอัตราค่าบริการบำรุงรักษาในลักษณะอัตราก้าวหน้า ตามอายุการใช้ ซึ่งเป็นความเสี่ยงของผู้รับจ้างต้องรับภาระในการบริการบำรุงรักษาและซ่อมแซมแก้ไขหรือเปลี่ยน ทดแทนอะไหล่อุปกรณ์ที่ชำรุดตามอายุการใช้งาน ประกอบกับราคาซื้อจ้างครั้งหลังสุดเป็นราคาที่จ้าง ในปีที่ผ่านมา ย่อมมีความผันแปรของความเสื่อมของเครื่องมือและอุปกรณ์ประกอบตามอายุการใช้งานที่เพิ่มขึ้น ซึ่งเป็นปัจจัยสำคัญที่ทำให้อัตราค่าบริการบำรุงรักษาเพิ่มขึ้นในแต่ละปีตามอายุการใช้งาน

คณะกรรมการฯ พิจารณาแล้วเห็นว่า ราคาที่สืบจากราคาท้องตลาดเป็นราคาที่ใกล้เคียงความเป็นจริง มากที่สุด และมีอัตราเพียงร้อยละ ๑๐.๙๖ ของวงเงินได้มาซึ่งรถตรวจสอบและหาพิศวิทยุฯ ดังกล่าว จึงกำหนด ราคาท้องถิ่นที่สืบราคาได้เป็นราคากลางสำหรับการจัดจ้างบริการบำรุงรักษาประจำปี ๒๕๖๖ ราคากลางทั้งสิ้น ๑๒,๓๔๑,๐๐๐.-บาท (สิบสองล้านสามแสนสี่หมื่นหนึ่งพันบาทถ้วน)

ROHDE & SCHWARZ



Rohde & Schwarz (Thailand) Co., Ltd.
89 AIA Capital Center Building 9th Floor Unit 905, Ratchadaphisek Road Dindaeng
Bangkok 10400

Mr. Danaisom Musikul
Office of the National Broadcasting and
Telecommunications Commission
87 Phaholythin 8 (Soi Sailom)
Samsen Nai, Phayathai
Bangkok
10400

Account Manager:
Akaraphon Klangwijit
Phone +66 2 119 1-241
akaraphon.klangwijit@rohde-
schwarz.com

October 20, 2022

Quote Number: 631916.2
Customer Number: 163016

Main Number +66 21191-200

Dear Sir / Madam,

Thank you for your enquiry for Rohde & Schwarz products and services. We are
delighted to offer the following quotation for your kind perusal.

Should you have any queries, please do not hesitate to contact us.

Best Regards,

Suphansa Romphoyen
Managing Director

Akaraphon Klangwijit
Technical and Service Manager





Item	Model Description / Estimated Delivery (Weeks)	Part Number	Qty. pc.	Unit Price THB	Total Price THB
1	Maintenance Agreement for 7 MMS		1		
1.1	COSTS Scope of Service: 1) Preventive Maintenance about 4 time per year, each time is between 60 days to 90 days For 7 Mobile Monitoring System (MMS) 1.1 System processor and Control (Notebook Computer) (1) Inspection operating status of Control System (Notebook Computer) and Networking (2) Inspection Hardware such as Display Monitor, Central Processor Unit, Battery etc. 1.2 Electricity (1) Test and Measurement supplied Voltage from Main input from Vehicle System. (2) Test and Measurement supplied Voltage from backup Battery, Replace if necessary (3) Test and Measurement supplied Voltage from External Source (4) Inspection Circuit Breaker, Charger, and Inverter on Vehicle to perform operation 1.3 Antenna System (1) Inspection RF Cable, Connector, Connector panel etc. Repair or replace (if any) (2) Inspection Grounding system (3) Inspection Connector and Connector Panel for water leak. 1.4 Monitoring And Direction Finding (1) Verify System Configuration of DDF550 direction finding system (2) Verify Software and Firmware version of DDF550, Updating if necessary. (3) Inspection GPS System operating properly. (4) Inspection Electronic Compass and Calibration if need. (5) Functional test Direction finding system via ARGUS Software and R&S MapView 1.5 Addition verify for medium MMS (Van) For 14th Area. (1) Functional test the Pneumatic Mast , drain	3590.7490.38	1	11,533,644.8	11,533,644.86



Item	Model	Part Number	Qty. pc.	Unit Price THB	Total Price THB
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water in tank, and check leak.
 (2) Maintenance for Lubrication Pneumatic Mast.
 (3) Check and Test stabilizer jack is work properly.
 (4) Check automatic antenna rotation system.
 (5) Inspection RF cable, Control cable for damage point.
 (6) Check and test the Vehicle suspension system.
 1.6 Maintenance for 6 Cars including MMS
 2) Corrective Maintenance
 2.1 On Call support by Rohde & Schwarz Thailand or our service partner to remote assistance.
 2.2 Onsite support by Rohde & Schwarz Thailand or our service partner
 3) Upgrade or Update necessary equipment or Firmware (if any)

Item Price (1) THB	11,533,644.8	11,533,644.86
Total Net Price	THB	11,533,644.86
VAT	7.00%	807,355.14
Customer Gross Price	THB	12,341,000.00

The customer has to make all payments from a bank account under their name. The customer is liable for all payments from the contractual relationship and must ensure compliance with all applicable legislation, in particular on the prevention of money laundering.



**)

Marked items are subjected to EU or US export-control regulations. (Re)export only with a valid export-licence issued by the competent authorities.

Terms and Conditions

Validity: 90 days

Terms of Delivery: DDP

Prices: Prices in THB

Terms of Payment: 1st installment: 25% of contract value in April-May 2023
2nd installment: 25% of contract value in July-August 2023
3rd installment: 25% of contract value in November-December 2023
4th installment: 25% of contract value in January-February 2024

Contractual Party / Please send your orders to the following address :

Ordering Address:

Rohde & Schwarz (Thailand) Co., Ltd.
89 AIA Capital Center Building 9th Floor Unit 905,
Ratchadaphisek Road, Dindaeng,
Bangkok 10400, Thailand

Please indicate quotation reference and version number in your Purchase Order.

Remarks: Unless otherwise stated above this quotation is based on the General Conditions for Deliveries and Services of Rohde & Schwarz (Thailand) Co., Ltd. A contract is concluded through the written order acknowledgement from Rohde & Schwarz (Thailand) Co., Ltd.



General Conditions for Deliveries and Services for Use in Transactions with Business Customers January 2018

1. Scope of these conditions

1.1 These General Terms and Conditions of Business ("these Terms") shall govern the rights and obligations concerning the provision of items (e.g. products, devices, overall systems; the "Deliveries") and services (e.g. installation, assembly, calibration, repair; the "Services") by Rohde & Schwarz (Thailand) Co., Ltd. ("RSTH") to business customers, legal entities of public law or special funds under public law (the "Customer"). These Terms form part of the contract which is brought about through RSTH' order confirmation following the Customer's order. In case of any conflicts between the provisions of the order confirmation and these Terms, the provisions of the order confirmation shall take precedence. Any deviating or supplementing contractual terms of the Customer shall be excluded and shall not apply even if RSTH does not explicitly object to them.

1.2 Documents, e.g. illustrations, drawings, weights, performance specifications in brochures, cost estimates, data sheets, etc., do not constitute any guarantees of RSTH that would exceed its statutory liability as a seller or service provider, but only constitute performance descriptions. RSTH reserves the right to make any alterations due to and justified by technical advancements, even after confirmation of the order.

1.3 Except with the express prior written consent of RSTH, the Customer shall not be entitled to reproduce, copy, make available to third parties or otherwise disclose the documents mentioned in Section 1.3 above or to use them in any manner conflicting with RSTH' interests. If the order is not placed with RSTH, the documents shall be returned to RSTH without undue delay upon request. The preceding sentences 1 and 2 shall apply correspondingly to the Customer's documents provided to RSTH; the documents provided to RSTH may, however, be made available to those third parties whom RSTH has rightfully subcontracted to perform any Deliveries and/or Services.

2. Prices

2.1 Prices for Deliveries (for Services, see Section 8) are, unless stated otherwise, CIP according to Incoterms 2010, ICC Publication Section 715 ED, to the destination indicated in the offer or elsewhere unless these Terms provide differently.

Prices are, unless stated otherwise, in Thai Baht (THB), plus VAT, if any, at the statutory rate applicable from time to time. To be added are any and all taxes, customs duties or charges as well as consular or legalisation fees possibly levied even according to the rules of a law other than the law applicable pursuant to Section 13.1. Customary packaging is included in the price; any costs arising from packing of antennas, transmitters, installations and systems as well as special packaging requested by the Customer will be charged separately.

2.2 Prices reflect the cost situation for RSTH at the time of conclusion of the contract. If any costs change before the day of delivery / performance of service, RSTH reserves the right to adjust the prices, provided that the Deliveries and/or Services are to be carried out as agreed more than four (4) months after conclusion of contract.

3. Reservation of title

3.1 Title to delivered items ("Retained Goods") is retained by RSTH until all claims and receivables of RSTH against the Customer under the business relation (including any current account receivables) are satisfied, insofar as this is permissible under the law of the country in whose territory the Retained Goods are located as agreed upon. If such law does not permit reservation of title to the Retained Goods, but permits reservation of similar rights, RSTH shall be entitled to assert such rights. The Customer commits to support all measures taken in order to protect the title to or security interests in the Retained Goods.

3.2 Insofar as the title of RSTH to the Retained Goods expires through combination with another item, RSTH acquires co-ownership to the new item on a proportional basis, i.e. at the ratio the value of the combined Retained Goods (final invoice amount including VAT) bears to the value of the other combined items at the time of combination. If the Retained Goods are combined in such a manner that the items of the Customer are to be regarded as the main item, RSTH and the Customer hereby agree that the Customer assigns proportionate co-ownership to such item to RSTH. RSTH hereby accepts such assignment. Any costs incurred by RSTH in connection with the enforcement of its claims as co-owner shall be borne by the Customer.

3.3 Insofar as the value of all security interests to which RSTH is entitled under this Section 3 exceeds the amount of all secured claims and receivables by more than ten percent (10 %), RSTH will release a corresponding portion of the security interests in the Retained Goods at the Customer's request; however, RSTH may select the Retained Goods to be released.

3.4 The Customer shall be entitled to resell the Retained Goods within the ordinary course of business. The Customer hereby assigns its claims under the resale of the Retained Goods to RSTH. The assignment includes all ancillary rights and those claims of the Customer regarding the Retained Goods which arise on a different legal ground against its buyers or third parties (in particular, claims based on tort and claims to insurance benefits) as well as all current account receivables in the amount of the claims and receivables owing to RSTH. RSTH hereby accepts the assignment.

3.5 The Customer shall be entitled to collect the assigned claim as long as it satisfies its payment obligations vis-à-vis RSTH. In case of the Customer's payment default, RSTH shall be entitled to revoke this power of collection. The Customer may not assign such claims, however, in order to have them collected by way of factoring, unless the Customer obliges the factor irrevocably to effect the counterperformance directly to RSTH for as long as RSTH still has receivables against the purchaser.

3.6 The Customer shall inform RSTH without undue delay of any seizures, attachments or other dispositions or interventions by third parties. If the third party is unable to reimburse RSTH for the court or out-of-court costs incurred by RSTH in this connection, the Customer shall be liable therefore.

3.7 RSTH shall have the right to withdraw from the contract and take back the delivery items if the Customer violates any obligations, especially in case of payment delay; the Customer shall be obliged to return the delivery items.

3.8 If the Deliveries and/or Services consist of software, the Customer shall not acquire title, but solely the rights specified in Section 9.

4. Terms of payment

4.1 All payments shall be made to RSTH within thirty (30) calendar days from the invoice date without any deductions.

4.2 For orders amounting to a total value of more than THB 2,000,000 net, a downpayment of thirty percent (30 %) plus proportionate VAT shall be made upon placing of the order. RSTH shall not be obliged to pay any interest on the downpayment.

4.3 RSTH reserves the right to demand securities for payment and/or advance payments.

4.4 The Customer may set off payments only against such claims or assert a right of retention only with respect to claims that are uncontested or established with non-appealable effect. The Customer shall be entitled to assert a right of retention only on the ground of claims that derive from the same contract as the corresponding counterclaim of RSTH.

4.5 If the Customer is in delay of payment, RSTH reserves the right, without waiving any other rights, to charge annual interest of fifteen (15) percent per year.



4.6 All agreed price discounts on the prices shown in the contract and all agreed rebates of any kind whatsoever will cease to apply entirely if the Customer is fully or partially in default to RSTH with its payment and acceptance obligations.

4.7 The place of payment shall be Bangkok.

5. Periods for Deliveries and/or Services

5.1 Compliance by RSTH with the periods for Deliveries and/or Services requires that all obligations of the Customer are fulfilled properly and in due time, in particular that all documents, approvals and releases to be furnished by the Customer are received by RSTH in time, that all plans are clarified and approved in time, that the items and services to be provided by the Customer according to Section 8. are available, and that such other obligations are satisfied which are required for the Deliveries and/or Services by RSTH to be carried out properly and in due time. If such requirements are not satisfied in time, the periods shall be extended accordingly, plus a reasonable restart period. If a downpayment according to Section 4.2 or a corresponding agreement between the contracting parties has to be made, the preceding sentence shall apply correspondingly.

5.2. If the obligations of RSTH according to the applicable INCOTERMS are fulfilled, the periods will be deemed complied with.

5.3 If the Deliveries and/or Services are delayed for reasons attributable to the Customer's responsibility, the periods shall be deemed complied with upon notification of the readiness for dispatch and service within the agreed periods.

5.4 If non-compliance with the periods for Deliveries and/or Services is due to force majeure, e.g. mobilisation, war, riot or similar events such as, but not limited to, strike, lockout or the occurrence of other unforeseen events, the periods will be extended accordingly, plus a reasonable restart period. The events of force majeure shall include any sovereign acts, such as, but not limited to, refusal of a required governmental approval in spite of an application having been properly filed, imposition of an embargo, transport restrictions and restrictions of energy consumption, but also general shortage of raw materials and common supplies as well as other reasons, such as non-delivery or late delivery by suppliers, beyond the control of RSTH. If an event of force majeure lasts more than six (6) months, each party shall be entitled to withdraw from the contract.

5.5 If RSTH is in delay exclusively by its own fault, the Customer may – if it can prove that it has suffered damage owing to the delay – demand, from the third full week, liquidated damages equal to zero point five percent (0.5 %) for each further full week of delay up to a total of five percent (5 %) of the value of the delayed part of the Deliveries and/or Services.

5.6 Claims of the Customer for compensation of the default damage due to the delayed Delivery and/or Service and any further claims for damages exceeding in total the limit of five percent (5 %) as provided in Section 5.5 shall be excluded in all cases of delayed delivery, even after expiry of any extension period granted to RSTH.

5.7 The Customer may withdraw from the contract due to delay only if the default damage has reached the upper limit of five percent (5 %) specified in Section 5.5.

5.8 At the request of RSTH, the Customer shall state within a reasonable period whether it will withdraw from the contract due to delayed Deliveries and/or Services and/or whether it will claim damages in lieu of performance or damages in addition to performance or will insist on the Delivery and/or Service.

5.9 If the dispatch or delivery is delayed at the Customer's request (or for other reasons within the Customer's scope of responsibility), the Customer may be charged storage costs equal to zero point five percent (0.5 %) of the invoice amount for each commenced month, starting on the first day after notification of the readiness for dispatch; the storage charge shall be limited to a maximum of five percent (5 %) of the invoice amount. The parties shall be entitled to prove higher or lower storage costs.

6. Delivery / acceptance

6.1 If acceptance is agreed, the contractual Deliveries and/or Services must be accepted/received by the Customer, even if they show minor defects.

6.2 Early delivery and partial delivery shall be permissible insofar as reasonable for the Customer.

6.3 If acceptance is agreed and RSTH demands the acceptance of the contractual Deliveries and/or Services after completion, the Customer shall make such acceptance without undue delay, but no later than within two (2) weeks. If the Customer fails to make acceptance in due time or refuses acceptance without justification, the acceptance shall be deemed made. The acceptance shall likewise be deemed to be made if the Deliveries – as applicable after completion of an agreed trial period – have been put to use.

7. Transfer of risk

The risk shall pass to the Customer:

7.1 for (partial) Deliveries without Services in accordance with the applicable INCOTERMS;

7.2 for (partial) Deliveries with Services on the day the Customer puts the Deliveries into operation, if a trial run has been agreed, after defect-free trial run. This requires that the trial run or the putting into operation takes place without undue delay after ready-for-operation installation or assembly. Otherwise, the risk shall pass to the Customer upon installation or assembly for operation;

7.3 for any period by which the dispatch, delivery, beginning or performance of the agreed services is delayed at the request of the Customer or for reasons within its responsibility (default of acceptance). RSTH is prepared, however, to undertake the required safeguards at the request and cost of the Customer.

8. Services

8.1 As regards the invoicing of Services, the valid RSTH Services Price List, as amended from time to time, shall apply

8.2 Cost estimates are non-binding and will be made by separate agreement. Unless agreed otherwise, the costs for preparation hereof are included in the price and will be charged separately if the order for the Services is not placed.

8.3 Prior to commencing the performance of Services, the items to be provided by the Customer must be available completely at the agreed site, i.e. including the accessory parts and, if products of a third party are concerned, also including the operating instructions, descriptions and part lists. The shipment and return shall be at the cost and risk of the Customer. All preparatory work to be provided by the Customer must be fulfilled before the beginning of the installation to such extent that the Services can be carried out without interruption immediately upon arrival of the staff assigned by RSTH.

8.4 All supporting personnel, ancillary work outside RSTH' industry, articles and substances of consumption, operating power, water, connections and supply lines, protective gear and protective devices, suitable rooms (including those for storage of material) must be procured and provided in the required quality and suitability by the Customer in due time and at its own cost. Official approvals, including those for the stay of persons, must also be obtained by the Customer in due time and at its own cost, and any site-specific accident prevention regulations must be communicated.

8.5 Before the beginning of the performance of Services, the Customer must provide without request all necessary information regarding the position of hidden lines and the required structural data.

8.6 RSTH shall be free to decide where the Services shall be performed insofar as the Services cannot be performed at one place only.

8.7 If performance of the Services is delayed by circumstances, especially at the construction site or at the place of performance, without



the fault of RSTH, the Customer shall reimburse RSTH for all costs resulting from this, including the costs for waiting time and additional required travels of staff.

9. Software

9.1 RSTH grants the Customer the non-exclusive right to use the contractual computer programs and the related documentation (computer programs and related documentation are collectively referred to as the "Software") exclusively for the operation of the hardware intended or supplied therefore. The right of use is limited to the agreed period of time; in the absence of such an agreement, the right of use shall be unlimited in time. In particular, the right to use the Software shall not include the right to translate, lease, lend, sublicense, distribute or publicly reproduce the Software or make it available online to third parties outside the Customer's company. Furthermore, the right to use the Software shall not include the right to reproduce the Software unless such reproduction is necessary for the operation of the hardware intended or supplied therefore or to produce a backup copy. Unless provided otherwise by mandatory law or written contractual regulations, the Customer shall not be authorised to modify, decompile, disassemble or otherwise reverse-engineer the Software, whether in whole or in part, in order to acquire the source code.

9.2 RSTH grants the Customer the right, which may be revoked in case of good cause, to transfer to third parties the right to use the Software granted to the Customer. The Customer may transfer the right to use the Software to third parties only together with the hardware which the Customer acquired together with the Software from RSTH or for which the Software of RSTH is intended. In that case, the Customer will impose the above obligations and restrictions on the third party.

9.3 The Software will be provided solely in machine-readable form (object code) and without source code or source code documentation.

9.4 All other rights to the Software shall remain with RSTH.

9.5 Insofar as Software is provided to the Customer for which RSTH owns only a derived utilisation right and which is not open source software (third-party software), the terms of use agreed between RSTH and its licensor shall – also with regard to the relationship between RSTH and the Customer – apply additionally and prior-ranking to the provisions of this Section 9. If and to the extent that open source software is provided to the Customer, the terms of use governing such open source software shall apply prior-ranking to the provisions of this Section 9. RSTH will provide the source code to the Customer at least upon request if such terms of use for the open source software require disclosure of the source code. RSTH will make reference at a suitable place to the existence and the terms of use of third-party software so provided, including open source software, and will make the terms of use available.

10. Liability for material defects

10.1 If Deliveries and/or Services show a material defect, RSTH shall at its option and free of charge for the Customer repair, replace or reperform ("subsequent performance") such Deliveries and/or Services if the cause of such defect was present at the time of the transfer of the risk according to Section 7.

10.2 Claims of the Customer based on material defects shall become statute-barred after twelve (12) months from the date of delivery according to Sections 2.1 and 5.2 or acceptance according to Section 6.

This shall not apply if the law provides for extended periods as well as in cases of intent, fraudulent concealment of the defect or non-compliance with a guaranteed quality.

10.3 The Customer shall give detailed written notice of any material defects to RSTH without undue delay. If the defect notification was unjustified, RSTH shall be entitled to demand reimbursement from the Customer for any expenses incurred by RSTH.

10.4 RSTH shall always be afforded two opportunities to make subsequent performance within a reasonable period. If such subsequent performance fails, the Customer may withdraw from the contract or reduce the compensation, notwithstanding any claims for damages according to Section 12.

10.5 Claims based on material defects shall not arise

10.5.1 where the deviation from the agreed quality is only minor and/or where the usability is impaired only insignificantly;

10.5.2 in case of damage occurring after transfer of risk (e.g. following incorrect or negligent handling, excessive stress, unsuitable operational facilities, deficient construction work, inappropriate construction site) or in case of usual wear and tear of the objects;

10.5.3 in case of damage which results after transfer of risk from particular external influences (e.g. chemical, electrochemical, electrical or atmospheric) after transfer of risk which are not provided for in the contract;

10.5.4 where the material defect is caused either by use not foreseeable to RSTH or by the Customer or third parties modifying or repairing the Deliveries and/or Services or using them together with products not delivered by RSTH.

10.6 Expenses necessary for the purpose of subsequent performance, in particular transportation, travel, labor and material costs, will be borne by RSTH only if the delivered item has not been taken, contrary to its intended use, to a place other than the place of delivery. If the delivered item, following its intended use, has been taken to a place other than the place of delivery, RSTH will be responsible only for those expenses that would have been incurred if the Customer had not transferred the item; in such case, any additional costs of the subsequent performance caused by such transfer shall be borne by the Customer.

10.7 Software

Software is considered to have a material defect only if the Customer can prove that there are reproducible deviations from the specifications. A material defect shall not be deemed to exist, however, if it does not manifest itself in the latest version of the Software supplied to the Customer and the use thereof by the Customer can reasonably be required. Furthermore, the Customer will not have any claims based on material defects if the material defect is based on any of the following circumstances: (i) incompatibility of the Software with the data processing environment used by the Customer; (ii) use of the Software together with software supplied by third parties unless this is expressly provided for in the documentation of RSTH or is otherwise permitted by RSTH in writing; (iii) improper maintenance of the Software by the Customer or third parties.

10.8 Calibrations

Calibration consists of ascertaining the connection between the values shown by a measuring instrument or measuring system and the corresponding values – specified by standards – of a measurable variable under given conditions. The scope of the measurements is determined by the technical data and/or the related product description. Depending on the specific instruction, measured values will be documented in a test report and confirmed as correct at the time of measurement. The Customer shall have the right to satisfy itself of the proper performance of the calibration on the premises of RSTH at the time of the calibration. The Customer cannot assert any further claims based on defects.

10.9 Any additional claims based on material defects are excluded.

11. Liability for defects of title / infringement of intellectual property rights

11.1 RSTH shall be obliged to perform the Deliveries and/or Services free from defects of title, e.g. industrial property rights and copyrights of third parties ("Intellectual Property Rights"), only in the country of the place of delivery. If a third party asserts justified claims against the Customer due to the infringement of Intellectual Property Rights resulting from the contractual use of RSTH' Deliveries and/or Services, RSTH shall be liable to the Customer within the period stipulated in Section 10.2 as follows:



11.1.1 RSTH shall, at its option and cost, either obtain a right to use the concerned Deliveries and/or Services, or modify or replace them to prevent an infringement of Intellectual Property Rights.

11.1.2 If this is not possible for RSTH under reasonable conditions, the Customer shall have the statutory rights to withdraw from the contract or to reduce the contract price as well as the right to claim damages according to Section 12.

11.1.3 The above obligations of RSTH shall apply only on the condition that the Customer informs RSTH without undue delay in writing about any claims asserted by third parties, that the Customer does not acknowledge any infringements, and that the right of RSTH to conduct any defense measures or settlement negotiations shall be unaffected. If the Customer ceases to use the Deliveries or Services on the ground of claims by third parties, the Customer shall make sure, such as by express notice to the third party, that the cessation of use does not constitute an acknowledgement of an infringement of Intellectual Property Rights.

11.2 Claims of the Customer based on defects of title shall be excluded insofar as the Customer is responsible for the infringement of the Intellectual Property Rights.

11.3 Claims of the Customer shall also be excluded insofar as the infringement of the Intellectual Property Rights is caused by specific Customer requirements, through any use not foreseeable to RSTH or because of the Customer or third parties modifying the Deliveries and/or Services or using them together with products not delivered by RSTH.

11.4 Any further claims based on defects of title shall be excluded.

12. Liability

12.1 RSTH shall be liable without limitation for damage caused with intent, for guarantees given in writing and in case of culpable damage to life, body or health. The liability under the mandatory provisions of product liability law applicable from time to time shall remain unaffected.

12.2 Otherwise, the liability of RSTH towards the Customer, no matter on what legal ground, including delay (Section 5.5), shall be limited in aggregate to an amount equal to fifteen percent (15 %) of the agreed remuneration.

12.3 Notwithstanding the liability according to Section 12.1 and Section 5.5, RSTH shall not be liable for financial loss, consequential damage or compensation for expenses, for loss of profit, loss of production, interruption of business, contractual claims of third parties, lost usage, financing expenditure, interest loss and claims under a covering purchase, nor for loss of data, information and programs as a result of a software error.

12.4 Subject to the liability by mandatory law (Section 12.1), the limitation period for any liability claims shall be twelve (12) months from accrual and knowledge, or grossly negligent lack of knowledge, of the Customer. Section 10.2 remains unaffected thereby.

12.5 Any further liability of RSTH shall be excluded.

13. Applicable law / place of jurisdiction

13.1 The contractual relations between RSTH and the Customer shall be governed exclusively by Thai law, without reference to its conflict-of-law provisions.

13.2 The courts of Bangkok shall have exclusive jurisdiction for any disputes arising directly or indirectly from the contractual relationship, provided that the Customer is a businessman, a legal entity under public law or a special fund under public law. RSTH shall also have the right to take legal action at the Customer's domicile.

14. Validity of the contract and of these Terms

14.1 If any provisions of the contract or of these Terms are invalid, the remaining provisions shall continue to be in force. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.

14.2 All agreements, including covenants, must be made in written form to be valid. This form requirement can be waived only in writing.

ROHDE & SCHWARZ (THAILAND) CO., LTD.

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Rohde & Schwarz GmbH & Co. KG
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Contact
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To whom it may concern

Munich, September 16, 2019

LETTER OF CONFIRMATION

Dear Sirs

We, Rohde & Schwarz GmbH & Co. KG, located at Muehldorfstrasse 15, 81671 Munich, Germany, hereby confirm that

Rohde & Schwarz (Thailand) Co. Ltd.
89 AIA Capital Center, 9th Floor Unit 905 Ratchadapisek Road, Dindaeng
Bangkok 10400 - Thailand

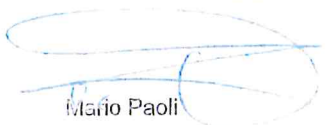
is our official subsidiary and our representative for sales, marketing and service activities of our products as well as for the technical assistance of the products and for the execution of projects, of developments and services of engineering related to the implementation of technical modifications in the systems either supplied or to be supplied by companies of the Rohde & Schwarz Group to companies or organizations in the territory of Kingdom of Thailand.

Furthermore **Rohde & Schwarz (Thailand) Co. Ltd** is authorized to appoint partners, and to issue and sign letters of authorization (LoA) and letters of technical confirmation (LoC) in the territory of Kingdom of Thailand in its own name.

This Letter of confirmation is valid until 31st December 2022.

Best regards,

Rohde & Schwarz GmbH & Co. KG


Mario Paoli
- Executive Vice President
Corporate Finance and Controlling -


Becker, Markus
- Executive Vice President Sales,
Service and Marketing -

P.O. Box: 801469 | 81614 Munich
Muehldorfstr. 15
81671 Munich
Phone +49 (0)89 41 29 0
Fax +49 (0)89 41 29 121 64
www.rohde-schwarz.com

Executive Board
Christian Leicher (Chairman),
Peter Riedel
Company's Place of Business
Munich
Commercial Register No.
AG München HRA 16270

Personally Liable Partner
RUSEG Verwaltungs-GmbH
Company's Place of Business
Munich
Commercial Register No.
AG München HRB 7534

Deutsche Bank AG
IBAN DE82 7007 0010 0203 1466 00
BIC DEUTDE33XXX

UniCredit Bank AG
IBAN DE04 7002 0270 0000 0003 60
BIC HYVEDE33XXX

Commerzbank AG
IBAN DE63 7004 0041 0660 5000 00
BIC COBADE33XXX

HSBC Trinkaus & Burkhardt AG
IBAN DE20 3003 0880 0700 6780 08
BIC TSBDE333XXX

VAT Identification No.
DE 130 256 683
WEEE Register No.
DE 240 437 86

URNr. K2320/2019

KKu

I certify the authenticity of the foregoing signatures executed in my presence by

1. Herrn Markus Becker,
geboren am 31. Dezember 1957,
Anschrift: 81671 München, Mühldorfstraße 15,
personally known to me,
and
2. Herrn Mario Paoli,
geboren am 16. August 1968,
Anschrift: 81671 München, Mühldorfstraße 15,
wohnhaft in Bergkirchen,
personally known to me.

They act on behalf of

Rohde & Schwarz GmbH & Co. Kommanditgesellschaft
with legal seat in Munich
Amtsgericht München HRA 16270
- COMPANY-.

Based on today's inspection of the Commercial Register of the "Amtsgericht" (District Court), I certify

1. that the Company is duly registered as shown above
2. that the signatories are entitled to act jointly as this company's legal representatives ("Prokuristen").

Munich, 16.09.2019


Jens Kirchner
Notary

Die Echtheit vorstehender Unterschrift des Notars
Jens Kirchner und die Echtheit des beigedruckten
Dienstsiegels werden hiermit bestätigt.
Zugleich wird bescheinigt, dass der Vorgenannte zur
Vornahme der Amtshandlung befugt war.

München, 17. September 2019
Die Präsidentin des Landgerichts München I
Im Auftrag

Marcel Ráth
Justizhauptsekretär



4444 / 2512
Certified genuine signature of
MR. MARCEL RÁTH

The Consulate-General
assumes no responsibility
for the contents of the document



23 SEP 2019

No. 4444 / 2512
Date: 17.09.2019

Certified Genuine Signature of

MR. MARCEL RÁTH

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

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