

**I. Scope of application**

1. These delivery and payment terms apply to all transactions with the buyer, (even if no reference is made to these terms in later transactions). We hereby expressly object to the buyer's conditions of purchase, if any, unless prior written consent has been obtained in writing. Our acceptance of an order, or delivery by us, shall not constitute consent to the buyer's conditions of purchase (if applicable). These delivery and payment terms do not apply to private consumers.

**II. Conclusion of the contract, characteristics of the goods**

2. Please refer to paragraph IV of the General Terms of Use for contract formation. If we do not send an Order Confirmation (defined in paragraph IV of the General Terms), the contract is deemed to have been made upon delivery by us.
3. Descriptions and illustrations of our products are approximations. We reserve the right to make alterations to our products prior to delivery, in particular technical changes made in the course of our regular updating of products, which may not unreasonably prejudice the interests of the buyer.
4. We reserve title and copyright to samples, cost estimates, drawings, usage instructions and similar information of a tangible and intangible nature, including such in electronic format, which we have provided. Such information has to be treated as confidential and may not be made accessible to third parties.

**III. Exclusion of cancellation and return deliveries**

5. To the maximum extent permitted by law, the cancellation or amendment of a contract shall require our express consent. Subject to clause XI, the return of delivered goods requires our prior written consent.
6. Unless agreed otherwise, the acceptance of performance shall take place in our factory during normal working hours. If the contract contains no provision in relation to the technical details, the customary practice of the industrial sector in question shall be applied for the examinations.
7. We shall inform the buyer sufficiently early to enable him to arrange for their representatives to participate in the examinations. If the buyer does not arrange to be represented, we shall send him the examination record, the accuracy of which he may not contest.
8. If an examination (apart from a contractually planned examination at the place of installation) should indicate that the delivery item is defective or does not conform to the contract, we shall endeavour to promptly remedy the defect or to ensure conformity with the contract. The examination shall be repeated at the buyer's request.
9. Unless agreed otherwise, we shall bear the costs of examinations conducted in our factory, but not the personal expenses of the buyer's representatives.
10. If an acceptance of performance at the place of installation is scheduled in the contract, the terms and conditions applicable to such examinations shall be separately agreed between the parties.

**IV Passage of risk, transport**

11. Delivery shall be made ex works. Risk shall pass to the buyer as soon as we have handed the goods over to the carrier, however, at the latest when they leave the works or the warehouse.

**V Part deliveries**

12. We are entitled to execute orders in part deliveries, which shall be treated as independent deliveries and which must be paid for separately within the payment terms named in section VIII. If payment for a part delivery is delayed, we can suspend execution of the remainder of the order.

**VI Delivery period**

13. The estimated delivery period is indicated on the Order Confirmation sent by PT Groz-Beckert Indonesia. The delivery period commences on the date the Order Confirmation is sent (i.e. when all the details of the order have been clarified, in particular when the buyer has furnished all the documents, permits and releases required). The delivery period is met by PT Groz-Beckert Indonesia if, by the time at which it lapses, the goods have been shipped or notification has been given that they are ready for shipment.
14. If delivery is made impracticable by force majeure, then the delivery date will be extended automatically by the time of the event constituting force majeure, plus an appropriate start-up period. Unforeseeable circumstances which make delivery unreasonably difficult or impossible for us, such as delays in delivery by suppliers, labour disputes, acts of authority, raw material or energy shortages, plant and transport interruptions of all kinds, etc., shall have the same effects as force majeure. If these circumstances last more than four months, we have the right to rescind the contract. At the buyer's request, we shall state whether we wish to rescind the contract or to deliver the goods within a reasonable period of time to be determined by us. The buyer shall not be entitled to claim damages.
15. If we do not meet the delivery deadline (for reasons other than force majeure), we shall nevertheless not be in default before the buyer has granted us an additional period for delivery of at least 2 calendar weeks and this period lapses without avail. Following this the buyer may rescind the contract.
16. Claims for damages for late delivery are restricted to 5 % of the value of the outstanding shipment, and are limited to foreseeable damage.

**VII Price**

17. The buyer must pay the list price in the order confirmation when the contract was formed, unless otherwise agreed in individual cases. If the delivery period is longer than 4 months starting from the Order Confirmation, we can charge the list price valid on the delivery date. The buyer is entitled to rescind the contract within 14 days after receiving notice of the price increase. To exercise this right, the buyer has to inform us in writing.
18. Our prices are in Indonesian Rupiah and exclude all applicable taxes and shipping costs.
19. Prices shall be calculated according to such quantity or such weight, respectively, as is determined by us. Value added tax and shipping costs, in particular freight, transport insurance, customs duties and customs clearance duties as well as packing charges are additional to the order, and shall be borne by the buyer, even if they are not itemized separately.

**VIII Payment**

20. Our invoices are payable net within the period stipulated in the Order Confirmation, unless the contrary is agreed upon in writing. ("**Net Payment Date**").
21. Payments will always settle the oldest invoice. We are not obliged to accept bills of exchange. If we accept means of

payment other than cash or transfer, these will only be accepted on account of performance. All payments must be effected free of charges for us. Bank charges, discount charges and collection charges shall be borne by the buyer, even without express agreement to this effect.

22. If the Net Payment Date has expired, we are entitled to charge interest at a rate of 5.33 % from 31st day after receipt of the invoice or similar payment demand. If the Net Payment Date has expired, we are entitled to withhold the goods.
23. If after conclusion of the contract, the buyer's financial situation is materially impaired, or if any earlier impairment of the buyer's financial situation does not become known to us until after conclusion of the contract, we are entitled to request either advances or the grant; of a proper security interest. If this request is not met, we have right, after expiry of a reasonable period, to withhold performance of the contract.
24. The buyer cannot offset a counter-claim which is disputed by us and which has not become due and payable, nor may he, in respect of such a counter-claim, exercise any right of retention. Payments made to our representatives or employees shall only be effective if a written authority to collect is submitted.

#### **IX Special Productions**

25. Where products are manufactured by us according to the buyer's requirements, specifications, etc. the buyer shall bear sole responsibility for the correctness of the said requirements and specifications. The buyer shall indemnify us against all claims made against us, or against a firm called upon by us, on the basis of industrial property rights or copyrights.
26. With products made to order, delivery quantities which deviate by + or - 10 % from the quantity agreed shall be deemed to conform to the contract. Our purchase price claim shall increase or decrease accordingly. The details of these orders must be agreed separately in writing.

#### **X Reservation of ownership**

27. The goods delivered will remain our property until the buyer has paid all claims which we have against him now and in the future. The buyer may in the ordinary course of business process, assemble and sell the goods to which we retain title unless he is in default with or has discontinued payments. He may not pledge, nor create any security interests in the goods. If the buyer sells any of the goods to which we retain title, then he here and now, and until such time as all our claims against him have been paid, assigns to us his rights against his customers from the sales, together with all ancillary rights, security interests and reservations of title. However, the buyer may collect the debts receivable assigned to us, unless he is in default with or has discontinued payments.
28. If the value of the goods to which we retain title together with all other security interests conferred upon us exceeds our claims against the buyer by more than 20 %, then we are, upon his request, to release this amount.
29. If in case of export transactions and at the place of the goods destination, special measures are required for the reservation of title or the assignment to be effective, the buyer must give us notice thereof and must take said measures at his own cost. If, at the place in question, a reservation of title and / or any of the above-mentioned rights are not possible, the buyer must at his own expense make every effort to confer upon us those security interests in the goods delivered which most resemble these rights, or some other appropriate security interest.

#### **XI Defects**

30. We are only liable for defects in our goods if the buyer notifies us in writing thereof without delay, at the latest within 10 days after receipt of the goods. We are not liable for defects that are not notified within the deadline mentioned above.
31. Variations from specifications or covenants relating to the consumption or performance of the machines supplied by ourselves, of up to +/- 10%, shall not constitute defects in the goods.
32. Our liability is either limited to the removal of defects or to a free of cost replacement of defective goods. Upon request, the defective goods or a sample thereof are to be sent to us first for examination. If it is not possible to deliver defect-free replacements, if we refuse to perform, or if there are special circumstances, which, after taking both parties' mutual interests into consideration, justify the immediate enforcement of further legal remedies, or if a reasonable deadline set by the buyer for improvement has expired without results, the buyer is then entitled to rescind the contract or demand a reduction of the price.
33. If a defect is only minor, the buyer shall only be entitled to reduce the contract price. He shall not be entitled to reduce the contract price in any other circumstances. Any warranty claim of the buyer in regard to defects of quality is subject to a period of limitation of 1 year, provided the defect was not fraudulently concealed or caused intentionally or through gross negligence by ourselves. The period of limitation shall commence at the time of the acceptance of performance. If no acceptance of performance takes place, the period of limitation shall begin when the goods are handed over to the carrier, albeit at the latest when the goods leave the factory or warehouse.

#### **XII Claims for damages**

34. Having reached an understanding with us, the buyer must provide us with the necessary time and opportunity to undertake all repairs and replacement deliveries that we deem necessary, failing which we shall be exempted from our liability for the resulting consequences. The buyer shall only have the right to remedy the defect himself, or to arrange for his remedy by third parties and to claim reimbursement of the associated expenses from us, where there is an urgent risk to operational safety, or in order to avert disproportionately high losses, in which case we must be notified immediately.
35. No liability shall be accepted in the following circumstances in particular:
  - unsuitable or inappropriate use;
  - defective installation or commissioning by the buyer or by third parties;
  - normal wear and tear;
  - defective or negligent treatment;
  - improper maintenance;
  - unsuitable resources;
  - defective building work;
  - unsuitable building ground;
  - chemical, electrochemical or electrical effects.

36. If the buyer or a third party effects inappropriate repairs, we shall not be liable for the resultant consequences. The same shall apply in the event of any changes to the delivery goods without our prior approval.
37. To the extent permitted by applicable laws, claims of the buyer for damages resulting from a breach of duty, from tort or for other reasons are excluded unless this is based on intent, gross negligence, injury of a primary fulfilment obligation, the acceptance of a purchasing risk or a guarantee claim or we are responsible for culpable damage which resulted in loss of life, personal injury or damage to health. In all cases claims for damage are restricted to typical foreseeable damage.

**XIII Applicable law, place of performance, legal venue**

38. The legal relationship between the buyer and PT Groz-Beckert Indonesia resulting from or in connection with the contract is subject to the laws of the Republic of Indonesia.
39. Any dispute arises between the buyer and PT Groz-Beckert Indonesia arising out of or in connection with these delivery and payment terms or the use of the Portal ("**Dispute**") herein shall, to the extent possible, be settled amicably within 30 (thirty) calendar days in deliberation to reach a consensus between the buyer and PT Groz-Beckert Indonesia.
40. If the buyer and PT Groz-Beckert Indonesia are unable to reach consensus to settle the Dispute within 30 (thirty) calendar days, the buyer and PT Groz-Beckert Indonesia agree that the Dispute shall be settled by way of arbitration in accordance with the applicable rules of the International Chamber of Commerce ("**ICC Rules**"). The seat of arbitration is Jakarta. The Board of Arbitration will consist of three arbitrators appointed in accordance with the ICC Rules. The language of the arbitration shall be English. Any notice of arbitration, response or other communication given to or by a party to the arbitration must be given and deemed received as provided in the ICC Rules.
41. The cost and expenses incurred in connection with any Dispute referred to arbitration under this contract shall be borne equally by the buyer and PT Groz-Beckert Indonesia.
42. The buyer and PT Groz-Beckert Indonesia hereby expressly waive Article 1266 of the Indonesian Civil Code to the extent necessary to effect termination of this contract as provided herein without judicial involvement, in particular, without limit, without the need for any judicial approval.

**XIV Language**

43. In compliance with Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem ("**Law 24**") this contract is made in the Indonesian language and the English language. Both versions are equally authentic. In the event of any inconsistency or different interpretation between the Indonesian language version and the English language version, the relevant Indonesian language version is deemed to be automatically amended (with effect from the date of the execution of this contract) to make the relevant part of the Indonesian language version consistent with the relevant part of the English language version.
44. Without limiting the effect of this Article XIV, the buyer and PT Groz-Beckert Indonesia agree that, at the request of any party, the buyer and PT Groz-Beckert Indonesia will execute a formal amendment to the Indonesian language version to make it consistent with the English language version (with effect from the date of execution of the English language version) within a period of 30 (thirty) days after such a request is made.

45. The costs and expenses in relation to the preparation and execution of any amendment of the Indonesian language version to conform with the English language version shall be borne equally by the buyer and PT Groz-Beckert Indonesia.

46. Any of the buyer and PT Groz-Beckert Indonesia:

- (i) acknowledges that, with its agreement, this contract has been predominantly negotiated in the English language;
- (ii) represents that it has read, and fully understands the contents and consequences of, this contract;
- (iii) represents that it has made and entered into this contract freely and without duress, and
- (iv) represents that it has received independent legal advice with regard to this contract.