

TERMS AND CONDITIONS OF SALES

1. GENERAL. In these Terms and Conditions of Sale:
 - a. The Company shall mean PT. Atlas Copco Indonesia.
 - b. The Customer shall mean the addressee on the document or quotation.
 - c. Goods shall mean equipment and spare-parts (consumable part, non-consumable part and lubricant) sold to the Customer.
 - d. Service Order shall mean after sales service and/or service conducted by the Technician.
 - e. Technician shall mean any appointed person by the Company and/or Atlas Copco Group.
 - f. The terms and conditions follow ORGALIME S2000 and ORGALIME M2000 as may be amended from time to time.
 - g. Without prompt written objection thereto, the Customer shall be deemed to accept all the terms and conditions set forth herein.
 - h. This contract is governed by the laws of the Republic of Indonesia. Any dispute pertaining to this contract will be submitted to the district court of South Jakarta provided however that the Company has the right to serve legal process in any other manner permitted by law to bring any action or proceeding against the Customer or its property in any other court.
2. QUOTATIONS: Unless otherwise stated, the Company's tender or quotation will be valid for a period of 30 days from its issuance date, which the acceptance time of any order placed is subject to the Company's written confirmation. The acceptance date shall be the date of the acceptance notice in writing on the tender or quotation of the Customer is received by the Company.
3. PRICE. Unless otherwise stated, all prices are quoted in USD and not included any inland freight of more than 50 km of the Company's warehouses, insurance or applicable domestic and foreign Tax Charges. Contract price in IDR is including foreign exchange costs prevailing at the delivery date of the Company's warehouses, and if the variation is occurred (either by rise or fall), then the contract price shall be adjusted to such variations. Price for Industrial Tools is quoted in EUR. The Parties acknowledge that Indonesia has passed laws which require that certain domestic transactions be denominated and settled in rupiah. The Parties further acknowledge that the transactions contemplated by this agreement are intended to be denominated and settled in US dollars or, as the case may be, EUR. The customer agree that, to the extent these obligations (**Rupiah Obligations**) are at a later stage imposed on aspects of the transactions contemplated by this agreement, the Parties will do the minimum necessary to ensure compliance with the Rupiah Obligations, and ensure that the Company will be left in an economically equivalent position to what they would have been in had the Rupiah Obligations not applied, including by converting any US dollar or, as the case may be, EUR payments into rupiah at the prevailing mid-market rate published by Bank Indonesia for the business day before the day of payment.
4. TERMS OF PAYMENT. CASH BEFORE DELIVERY. The Company shall make the Goods available for the Customer only upon the receipt by the Company of full payment of the purchase price, unless the Customer has an approved credit term & credit limit by the Company for payment in installments. In the case of payment in installments, invoice shall be issued to the Customer after the Goods has been received by the freight company. The Company will charge interest of 2,5% per-month on any outstanding amounts which has been due until the Company receives the outstanding amounts. On extended contract, progressive payments will be required and such terms will be stated on the quotation. Payment in currency other than quoted in invoice must refer to the Company's Book Rate.
5. DELIVERY AND PASSING OF TITLE. Availability of stock is as quoted subject to receipt of prior orders. Every endeavor will be made to complete delivery within the period stated but no liability can be accepted in regards thereto. Unless otherwise stated, the Company will not accept cancellation of an order due to late delivery nor is it liable for consequential damages of any kind arising out of late delivery or non delivery. In the case of full purchase price payment before delivery as confirmed as such by the Company, title to the Goods shall pass to the Customer when the Goods have been received by the freight company.

In the case of payment in installments stated above, notwithstanding anything to contrary, title to each Goods shall at all times remain in the Company; and the Customer, at its own cost, expenses and risks, shall protect and defend the title of the Company. The Customer shall at its own cost, expenses and risks at all times keep the Goods free and clear from all levies, liens, encumbrances and charges or judicial processes of every kind whatsoever, and shall give the Company immediate notice thereof.

The Company is entitled to reclaim any Goods that have been delivered to the Customer, at any time, if the payment has not been fully paid in accordance with the provision under Point 4 above.

6. The Company shall provide transportation only in the range of 50 km from the Company's Warehouses (Carriage Paid To-CPT) or unless otherwise stated in a separate written agreement. The expense relating to the transportation shall be borne by the Company. However, if the range exceeds 50 km of Company's Warehouses then such excess shall be for the account of the Customer. Delivery may be made in one or more parcels and at different times or by separate shipments or deliveries. Each parcel shall be form in a separate contract, be delivered, accepted and paid for accordingly, notwithstanding late delivery or non delivery or non delivery of any other parcel.
7. START UP AND COMMISSIONING, unless otherwise stated, shall be inclusive in the contract price, only for Goods having a value of more than USD. 5,000,00 per unit, applicable for one time visit and it shall be conducted during company's normal working hours. However, any expense arising out of the transportation and accommodation for a distance of more than 50 km from the Company's offices shall be for the account of the Customer.
8. WARRANTY. Unless otherwise stated, the guarantee on all Goods manufactured by the Company shall prevail for a period of 18 months from the delivery date of Company's factory warehouse or 12 months from the successful date of start up and commissioning; whichever comes earlier, provided that the Customer notifies the Company in writing of any asserted defect within such period. However, any Goods manufactured by the Company which has a value of less than US\$ 5,000,- per unit is guaranteed for a period of 9 months from the delivery date of Company's factory warehouse or 6 months from the invoice date; whichever earlier.

Unless otherwise stated spare-parts installed through Service Order is guaranteed for 3 months since its installment. The Customer is responsible for immediate report in writing on any problem occurred upon the Goods within 7 calendar days of its occurrence. Warranty does not cover consumable parts, transportation and accommodation cost for technician, misuse of the Goods, and/or use of fake/non original spare parts and/or lubricant.

The Company's liability arising from, or in any way connected with this contract, or from the use or sale of the Goods, shall be limited solely and exclusively at the Company's option to either the repair (at the Company's designated facility) or replacement of the defective Goods, or return of the purchase price. Transportation of allegedly defective Goods to and from the Company's designated facility shall be at the Customer's sole cost and expense, and the Customer shall bear all risk of loss while such Goods are in transit. The Company's obligation to repair, replace, or return the purchase price of any Goods asserted by the Customer to be defective in materials and workmanship shall be subject to the Company's inspection and testing of the same upon its return to the designated the Company facility. Repairs or replacements necessitated by neglect, misuse, or abuse, or otherwise not covered by this warranty, shall be carried out by the Company at its then standard rates, charges and prices.

THE COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING THE GOODS AND THEIR DOCUMENTATION, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED IN CONTRACT AND IN TORT LAW. The Customer shall be solely and exclusively liable for any warranties or representations concerning the Goods beyond those stated in this Point 8.

THE COMPANY AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHETHER FORESEEABLE OR NOT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING OR ARISING FROM, OR IN ANY WAY CONNECTED WITH, THIS CONTRACT OR THE USE OR SALE OF THE GOODS, AND IT IS AGREED AND UNDERSTOOD THAT NEITHER THE COMPANY NOR ITS SUPPLIERS SHALL HAVE ANY DUTY TO INDEMNIFY THE CUSTOMER OR THE CUSTOMER'S CUSTOMERS FOR ANY LOSS OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT OR ANY PRODUCT.

The Company makes no representations or warranties of any kind concerning the market for the Goods or the Customer's potential earnings through resale or use of the Goods.

9. DAMAGE IN DELIVERY. The Customer shall be responsible for any risks, loss and/or damage to the Goods since the Goods has been received by the freight company. The Company will not insure any delivery unless instructed in writing to do so by the Customer. All insurance charges shall be invoiced to and paid by the Customer.
10. INSPECTION, REPORT FOR DEFECTIVE DELIVERY AND DEFECTIVE GOODS. The Customer is responsible for immediate examination of the Goods upon delivery and any deficiency or damage thereof must be reported to the Company in writing within 7 calendar days of its receipt. No report for such damages or deficiency will be entertained unless made within the stated period. Company shall process and conduct inspection on every report. In the event that the damage and/or deficiency are caused by defective delivery, Company will assist the Customer to report it to the freight company.
11. RETURN OF GOODS. When Goods is returned to the Company for a reason acceptable to the Company, prior arrangements for their acceptance must have been made with the Company. Unless such prior acceptance and arrangements have been made, the Company shall not under any circumstances accept the responsibility of any liability of such returned Goods. If refund is required for the returned Goods, the Customer must advise the Company of the date, delivery point, and document numbers relating to the original delivery and should obtain proof of delivery to the Company. If the Good is returned by the Customer for reasons other than defective delivery, defective Goods or warranty, unless other arrangements are made, the allowable refund will not exceed 80% of the net invoiced value of the Goods at the delivery date. Except in the instance of the defective delivery, defective Goods or warranty as verified by the Company to be as such, the Customer shall be responsible for all expenses relating to the freight and carriage to the Company's Warehouses.
12. ORDER CANCELLATION. Order Cancellation can only be conducted and accepted based on the occurrence of Force Majeure acceptable to the Company. Cancellation for any other reason will impose the Customer the obligation to bear all of the costs incurred in execution of this order up to the date of cancellation, and claim made by the Company under Point 12 herein shall be final and binding.
13. QUALITY AND TECHNICAL INFORMATION. Unless otherwise specified in the Company's quotations or order confirmation, all Goods shall be in the standard design and manufacture, and according to the quoted standards, carefully inspected and where applicable, submitted to its standards tests at the Company's works before dispatch. Drawings, illustrations and specifications remain the property of the Company and shall not be communicated by the Customer to a third party without the Company's previous written permission. Drawings and illustration in connection with the Company's quotations or contained in its price list are not binding as to dimensions, specifications or details, unless expressly stated in writing.
14. WORK ON CUSTOMER'S PREMISES. Except where otherwise arranged, should work of any kind be carried out by the Company on the Customer's premises or any other appointed premises or property of the Customer, the Company shall not be liable for any loss or damage caused to any third party or to his employee arising from any cause whatsoever connected in any way of such work, except to fulfill obligation under Point 15 herein.
15. SAFETY, HEALTH AND ENVIRONMENT (SHE). While Company activities are performed in the Customer area, the Company has the obligation to maintain cleanliness, to prevent any and all damages, accidents and environmental incidents, to report immediately of any and all labor accidents that occur at the Customer's site. The Company shall be subject to safety, health and environment policies and procedures based on government regulation and Customer policy. The Company disclaims any familiarity with or responsibility by the Company for the safety regulations and other standards for the Products in the area where the Goods will be installed. Customer assumes full responsibility for compliance with any such regulations and standards, including, without limitation, any necessary or desirable modifications to the Products or the designs therefor.
16. TRADE COMPLIANCE.

16.1 Notwithstanding any provision or clause in the Contract to the contrary, any quotation issued by the Company is legally binding upon the Company only after the Customer has received a written acceptance from the Company of any order from the Customer based on that quotation and the Company can at any point in time withdraw the Company's quotation.

16.2 By placing any order with the Company, the Customer certifies, warrants and represents that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.

16.3 In addition to clause 16.2, the Customer further certifies, warrants and represents that the Customer will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions.

16.4 The Customer will immediately notify the Company, in writing, of any breach or possible breach of this clause 16.

16.5 The Company shall not be obligated to fulfil a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfilment, if such fulfilment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.

16.6 The Company shall have the right to terminate a Contract, binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfilment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

16.7 The Customer shall indemnify the Company for any direct or indirect damages arising in consequence of or otherwise in connection with any breach of this clause 16.

17. BUSINESS CODE OF PRACTICE. The Company has high standards of business and personal ethics; we adhere to our internal policies, and obviously follow all applicable laws and regulations in the countries where it operates. The Company is committed to honesty in every situation and refrains from having interests which conflict with the interests of the Atlas Copco Group.

18. FORCE MAJEURE. The Company will not be responsible in any manner for any loss, damage or delay arising out of the occurrence of Force Majeure except in the case stated in Point 12.

19. DEFAULT. Time is of the essence of the transaction herein with respect to performance by the Customer of its obligations herein, including without limitation, the full and timely payment of any portion of the purchase price in the case of payment in installments referred to in Point 4 above. Should in such case the Customer default in the payment of any sum to be paid hereunder or misrepresent or conceal any material fact relating to the transaction herein or fail to perform any of its obligations herein, and such default continues for ten days, or if the Goods is being used beyond its capacity or in any manner improperly cared for or abused, or should the Customer be the subject of any proceeding under any bankruptcy laws or become insolvent or attempt to sell, transfer, encumber, sublet or part with possession of any Goods, or if the Company deems itself insecure, the Company shall have the right in any case at the Customer's expense to take, without judicial intervention and with or, at the Company's sole option, without prior notice to the Customer, to enter the land and building where the Goods is placed/kept and move and repossess the Goods, whereupon accrued unpaid sale price shall become immediately due and payable, the Customer's right to use the Goods shall cease forthwith and the Company may sell or rent the Goods to any third party upon such terms as the Company shall determine. The Customer shall remain fully liable for any other payment due under the transaction herein. In the event of the repossession, the Customer shall be liable to the Company for all costs and damage incurred by the Company in securing repossession of the Goods including attorneys' fees, whereby in such repossession, the equipment is in a well maintained and functioning condition by the Customer. "A well maintained and functioning condition" means in a condition like its condition when the Customer originally received the equipment, only with ordinary wear and tear (purely at the Company's discretion) caused by reasonable use and free and clear from any and all collateral rights or other rights of any persons whatsoever whether or not arising from such removal and transfer.

Any repossession under this document shall not in any way be considered an act of trespassing or any violation of law.

The remedies provided herein shall be in addition to any other remedies which the Company may have under applicable law. No failure on the part of Company to exercise, nor delay in exercising any right or remedy which the Company may have shall operate as a waiver thereof, nor shall any single or partial exercise by the Company of any right or remedy preclude any other or further exercise thereof of the exercise of any other right or remedy.

20. LANGUAGE. English language which shall serve as the governing language of the Term and Conditions of Sales. If requested by a party, the parties will sign a Bahasa Indonesia of this Term and Conditions of Sales. In the absence of a Bahasa Indonesia Version, the parties hereby disclaim any benefit from, or any right to cancel or declare this Term and Condition of sales null and void because of the absence of a Bahasa Indonesia version pursuant to the Indonesian Law No. 24 of 2009 concerning National Flag, Language, Emblem and Song. If there is any inconsistency between the English version of this Term and Condition of Sales and any translation thereof, the English version shall always prevail.