

TERMS AND CONDITIONS OF SALE AND DELIVERY

These general terms and conditions of sale and delivery (Conditions) shall govern the current and future supply and delivery of products and services (Products) from AVK International A/S (Supplier) and purchased by the purchaser (Purchaser), unless otherwise agreed in writing. The applicability of any general and special terms and conditions of the Purchaser shall be excluded. AVK Fusion Indonesia will be referred to as "AVK" in the following conditions pages.

§1 Offers and orders:

The Supplier's quotations shall be subject to change. Contracts for delivery shall be accepted upon (i) written quotation by the Supplier accepted by the Purchaser in accordance with the terms of the quotation and subsequently confirmed by the Supplier in writing (ii) written confirmation by the Supplier of the Purchaser's order (each a 'Binding Order'). A modification of a Binding Order shall be in writing.

§2 Terms of payment:

The Supplier shall be entitled to invoice the Purchaser for the price of the Products on, or at any time after, the scheduled delivery of the Products. The time of payment of the price of the Products is of the essence.

The Purchaser shall pay the invoice for the Products within 30 days of the date of the invoice from the Supplier. If the Purchaser fails to make full payment on the due date, then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to (i) charge interest on the amount unpaid, at a rate of, at present, 1,00 % per month or fraction thereof (interest will be added monthly) and (ii) charge a fee of IDR 384000 per payment reminder. In the event of any payment default by the Purchaser, the Supplier shall be entitled to postpone the delivery and to store any undelivered Products at the expense of the Purchaser by use of a freight forwarding agency or by utilizing the storage facilities of the Supplier until payment of due invoices.

§3 Prices:

All prices quoted by the Supplier shall be valid

for 30 days only. The price of the products shall be AVK quoted price or, where no price has been quoted (or the quoted price is no longer valid) the price listed in AVK's published pricelist current at the date of acceptance of the order.

AVK reserves the right by giving notice to the buyer at any time before dispatch to increase the price of the Products to reflect any increase in the cost to AVK which is due to factor beyond the control of AVK (such as, without limitations, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in cost of labour, materials or other cost of manufacture) any change in delivery data, quantities or specifications for the products which is requested by the buyer, or any delay caused by any instruction of the buyer or failure of the buyer to give AVK adequate information or instructions.

The prices are exclusive of any import duties, VAT, levies, taxes and other charges which may be imposed on the goods.

§4 Delivery and transport:

Delivery shall take place EX WORKS (INCOTERMS2020). Prior to dispatch, the Purchaser shall give the Supplier information regarding VAT number of the Purchaser. Upon receipt of the Products, the Purchaser shall issue to the Supplier a notice acknowledging the receipt of the Products and return required export statements. The Supplier shall be entitled to make partial deliveries. If the Purchaser fails to take delivery, the Supplier shall be entitled to store any undelivered Products at the expense of the Purchaser, i.e., by use of a freight forwarding agency or by utilizing the storage facilities of the Supplier.

In the event of late delivery attributable to the Supplier, the Purchaser may seek liquidated damages for delay equal to zero-point five (0.5%) percent of the price of the invoiced value of the delayed Products per week or fraction thereof up to a maximum of five (5.0%) percent of the invoiced value of the delayed Products. Liquidated damages as set out in this clause 5 shall be the only remedies

available to the Purchaser in the event of a delay in delivery or non-delivery. AVK can at the customer's request arrange the transportation at the customer's expense and risk to any destination which can be reached by rail, sea, road or air.

§5 Cancellation and return:

An order can only be cancelled by written agreement between AVK and the customer. Moreover, AVK reserves the right to debit the customer with all costs which AVK may incur owing to the customer's wish to cancel the order.

Returns cannot be allowed later than 3 months after delivery.

The customer cannot expect to be credited for more than 70 % of the value debited. All returns shall show the original invoice number and date of delivery.

No return shall ever be allowed of special products, products which have been specially manufactured for the customer in question or products in which any specifications have been changed. The return of products to AVK shall be at the customer's expense and risk.

§6 Packaging:

The packaging is not returnable if it was included in the price, specially produced for the product supplied, or if it is disposable. Packaging which was debited separately may only be returned upon previous agreement and no later than 3 months after the time of delivery.

§7 Liability for defects:

Only documented defects in the design, workmanship or material of the product supplied or faulty performance of work shall be considered defects.

The purchaser shall immediately after delivery carry out a reasonable examination of the product. The purchaser cannot adduce defects which could have been established at such an examination unless the purchaser proves that AVK has received a written complaint no later than 8 days after delivery was effected.

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The purchaser cannot adduce defects which could not have been established at an examination as the one mentioned above unless AVK has received a written complaint within 1 year after delivery was effected. The purchaser shall have no other rights in connection with defects than a claim for a rectification of the defects as soon as possible in the form of repair, replacement delivery or subsequent delivery. A replacement delivery by AVK shall be conditional upon the purchaser returning the defective parts.

AVK shall in no case be liable for any trading loss, loss of time, loss of profit or any similar consequential losses owing to the defects.

§8 Product liability:

AVK shall not be liable for any pollution of or through air, ground or water and for any damage caused to things being used for purposes of trade. AVK shall not be liable for damage to any real or personal property occurring while the product sold is in the purchaser's possession. Nor shall AVK be liable for any damage to products produced by the purchaser or to products in which the product sold forms part, including real property, or to products for the production, treatment or processing of which the product is used.

AVK shall not be liable for any damage to things in cases where the product sold is used for, built into or forms part of another finished product which is used for the operation of an aircraft or in off-shore installations.

AVK shall not be liable for any trading loss, loss of time, loss of profit, lost earnings or any other consequential losses.

To the extent that any product liability may be imposed on AVK towards any third party, the purchaser shall be liable to indemnify AVK to the same extent as AVK's liability is limited according to the above. However, these limitations in AVK's liability shall not apply if

the damage can be ascribed as a gross negligence to a person for which AVK is responsible.

If a third party should advance claims against AVK or the purchaser for damages pursuant to this clause 8 or if one of the parties should have reason to believe that a claim may be advanced, this party shall immediately inform the other party to this effect.

§9 Force Majeure:

The following circumstances shall mean an exemption from liability if they prevent AVK from performing a contract or make the performance unreasonably burdensome: fire, explosion, Act of God, epidemic, war, riot or civil commotion, unrest, martial law, mobilisation or similar military measures, seizures, currency restrictions, import and export prohibition, strike, lockout or other circumstances of a similar nature beyond the control of AVK, be it with AVK or with AVK's suppliers.

If the delay or failure in performance lasts more than 30 days, the Purchaser shall have the right, without liability to the Supplier, to immediately terminate the Binding Order(s) in respect of such part of the Products which cannot be used as intended by the Purchaser as a consequence of the force majeure event.

§10 Venue and Jurisdiction:

Any dispute which may arise between AVK and the customer shall be settled finally and binding on both parties by the Commercial Court in Indonesia pursuant to Indonesia law - unless a written acceptance has been given to the contrary.

When one or several of the above conditions are reversed totally or partly by a legal decision or by an amendment in legislation, this does not mean that the Terms and Conditions of Sale and Delivery shall be cancelled as a whole, but that they are amended according to the legal decision and/or to the amendment of law.

We assume no responsibility for any printing errors.

The prices are valid until a new pricelist is available.

If a product is shown without a price, a price can be provided upon request.

Delivery codes: A = max. 2 weeks
C = > 8 weeks