

# PT. SAT NUSAPERSADA TBK

## Terms and Conditions of Purchase Agreement

**By accepting the Purchase Order from PT. SAT NUSAPERSADA TBK, the Sellers are bound by the following Terms and Conditions of Purchase.**

### RECITALS

The “Purchaser” is the business unit belonging to PT. SAT NUSAPERSADA TBK who accepts the quotation of the Seller and issue the purchase order and the “Seller” is the companies, firms or individual to whom the purchase order has been issued. Seller agrees and be responsible for the delivery of the products according to the Terms and Conditions herein set forth as follows unless specified to the contrary in writing by both parties.

#### **1 APPROVAL OF FIRST ARTICLE AND SAMPLES**

When demanded, prior to purchase, Seller must submit first article, samples, demonstration machinery and equipment without obligation of purchaser to purchase together with necessary documentation of measurements, color limits, Material Safety Data Sheet, drawing, technical specification, quality control flow chart, operation manual, third party test reports, shelf life report, export license and material certificates for evaluation. The Seller shall be informed on the outcome of the evaluation. However, the Purchaser reserves all rights to decide on the award of the purchase orders.

#### **2 ACCEPTANCE**

Seller is deemed to have accepted the Terms and Conditions of Purchase Agreement whether or not the Sellers choose to acknowledge when the purchase order is issued and not responded for more than two (2) business days. No modifications, alteration or waiver to any parts of the Terms and Conditions of Purchase unless agreed to in writing by the Purchaser and duly authorized by the Purchaser’s Officials.

#### **3 APPLICABLE LAW**

The construction, performance and validity of this Agreement shall be interpreted in accordance with Laws of Indonesia.

#### **4 AUTHORITY TO PURCHASE**

All purchase orders are only valid with the signatory of the Purchaser’s approving official, and email or fax to the Seller.

#### **5 BREACH OF THE PURCHASE AGREEMENT**

The Seller is liable to the Purchaser or be deemed to be in breach of the purchase agreement by reason of any delay in performing in accordance with the Purchase Order, or any failure to perform, any of the Seller’s obligation in relation to the products. The Purchaser is entitled at laws to claims costs, expenses or other claims for compensation whatsoever and whether caused by the negligence of the Seller its employees or agents or otherwise which arise out of or in connection with the supply of the products.

#### **6 CANCELLATION**

The Purchaser reserves all rights to cancel all or part of the under delivered balance of the purchase orders if the Seller fails to meet any part of the Terms and Conditions of the Purchase. The Purchaser will be freed from any penalty nor compensate the Seller for such cancellation.

#### **7 COMPLIANCE WITH ALL LAWS**

The Seller shall comply with all the laws, rules and regulations applicable to this purchase orders. Seller shall present upon request, all documentary proofs of compliance to the Purchasers. The Sellers

also warrant the Purchaser that the compliances are relevant and up to date.

#### **8 COMPLIANCE WITH QUALITY STANDARDS**

Preferably, the Seller must comply with, and maintain a verifiable and acceptable Quality Management Systems certified by recognized third party. Therefore, it is imperative for the Seller to demonstrate its ability to maintain that the products are from the original equipment manufacturer or approved vendor sources.

#### **9 COMPLIANCE WITH REGULATED ENVIRONMENTAL REQUIREMENTS**

To reduce and eliminate the negative impact on the environment, the Seller must warrant the Purchaser that the purchase products used to fulfill the purchase order comply with Regulated Environmental Requirements. And demonstrate through its continuous effort to maintain acceptable systems of Regulated Environmental Requirements both validating and verifiable.

#### **10 COMPLIANCE WITH ELECTRONIC DISCHARGE CONTROL (ESD)**

For electrical and electronic parts susceptible to damage from ESD, Seller is responsible to establish and implement ESD Control Program per the latest revision or even better equivalent program. And continue to take necessary precautions to ensure that static susceptible devices are adequately protected from ESD damage during manufacturing, test, inspection, packaging and shipping. Packaging shall be marked with an ESD cautionary note or symbol.

#### **11 COMPLIANCE WITH CONTINUAL IMPROVEMENTS**

To sustain business continuity, Seller is to maintain constant review for improvement in quality, cost, delivery and services. Seller management must actively engage in Value Re-engineering and share such benefit and improvement with PT. SAT NUSAPERSADA TBK.

#### **12 COMPLIANCE WITH EXPORT CONTROL**

Seller must guarantee that the products comply with and meet export control requirements from the country of origin. If the products are origin from the United State of America, the Export Control Classification Numbers (ECCN) must be clearly indicated in the quotations and delivery notes. It is the Sellers' sole responsibilities to maintain vigilant compliance programs to meet with Export Administration Regulations (EAR), U.S. export laws and any other Export Control Regulations from which the Products originate. Seller must further indemnify the Purchasers against all liabilities, losses, law suits, and claims arising from such violations and infringements at the Seller own expense.

#### **13 COPY RIGHTS**

Seller must warrant that the products are not in violation of any copyrights, or patent rights or infringe on any manufacturing process, knowhow and technology when fulfilling its obligation of the purchase orders. Sellers must further indemnify the Purchasers against all liabilities, losses, law suits, and claims arising from such violations and infringements.

#### **14 CORRECTION**

Any typographical, clerical or other error or omission in the purchase order issued by the Purchaser shall be subject to correction.

#### **15 DELIVERY**

Seller shall deliver the products and or services according to such quantities, on such delivery date or scheduled dates as stipulated in the purchase order. Sellers shall make good at its own expenses whatsoever, any, to airfreight, to ship, to deliver, to hand carry, to sort the required products and prevent any loss or damage to be suffered by the Purchaser owing as a results of Seller non compliance of the delivery Terms and Conditions of Purchase. The Purchaser may choose at his discretion and entitle to revise and accept an alternative delivery schedule, or to reject and cancel the purchase orders without any liability to the Seller.

#### **16 DELIVERY NOTE**

All delivery of the products must be accompanied by delivery note duly acknowledge by the authorized

recipient to conclude the transaction. Delivery notes when found torn, not legible, wrongly stated and inadequate, or with sign of tampering will be rejected and return to the Seller.

## **17 DISPUTE RESOLUTIONS**

The Purchaser and Seller will attempt in good faith to resolve any dispute or claims arising out of or relating to this agreement promptly through negotiation between the respective senior executives of the parties. If the matter is not resolved through negotiation, the dispute shall be referred for arbitration in accordance with Indonesia Law.

## **18 DUTY TO FURNISH INFORMATION**

Timely information is an important aspect of sound business management. They can prevent serious and unpleasant consequences. Seller is advised to be attentive to information impacting on their business, whether or not such information shall positively or negatively impact on its own or its customer's business. Seller shall not hesitate to furnish the related information to the Purchaser, subject to purchaser's obligation not to disclose such information to third party.

## **19 DUTY TO INFORM CHANGES**

Seller has no right whatsoever to make any changes to the content of purchase order unless approve by the Purchaser in writing. All changes to the purchase order will follow with a revised purchase order duly authorized and reissue to the Seller. All purchase products when having been approved, cannot be changed without the written approval from the Purchasers. Whether such changes occurred in the manufacturing process, material content, location of manufacture, method of production must be informed in writing to the Purchaser on time for change evaluations and approval. Failure to adhere to such protocol of changes will only attract claims by the Purchaser as a consequence of unapproved changes in the products.

## **20 ETHICS**

It is not ethical to solicit business from the Purchaser with monies or other benefits in kind. The Seller is not permitted to make such payment to the Purchaser, nor to any employee of PT. SAT NUSAPERSADA TBK. Unless, the Purchaser is permitted by his officials to request for sponsorships for certain company events. This will be accompanied with an official letter. Free gifts which are part and parcel of a certain purchases during promotional sales by the Seller are not considered as benefits in kind when provide free of charge to PT. SAT NUSAPERSADA TBK.

## **21 EXCLUSIVITY**

No parts in this Terms and Conditions of Purchase Agreement whatsoever warrant the Seller any exclusive rights to sell to the Purchaser.

## **22 FORCE MAJEURE**

Neither party shall be liable for any Act of God, explosion, floods, fire or accident, war or threat of war, insurrection, civil disturbance or restriction, regulated impositions, by-laws, prohibitions, embargoes, natural disaster and industrial actions.

## **23 INSOLVENT**

Either party reserves all rights to cancel all purchase orders as a result of the other party's insolvency, or in the process of liquidation either voluntary or compulsory.

## **24 INVOICES**

Unless objected in writing, Seller shall submit invoices and corresponding delivery notes duly acknowledged by the authorized recipient for proof of delivery to the Purchasers base on agreed terms and conditions of payment. Payment will only be made to the Seller's company account.

## **25 QUALITY**

Quality of the products must conform uniformly and consistently for every delivery against agreed specifications, technical dimensions, drawings, features, color, weight, form, shape, size, Sellers catalogue and brochure, agree limits, approve samples, articles, description and actual performance.

Neither the termination of the purchase agreement nor on concluding the purchase order shall discharge or vary the responsibility of the Seller on the actual usage performance of the products. The Seller warrants no counterfeit products are used to fulfill the purchase order. The Purchaser reserves all rights to claim for direct damages, losses and consequential compensation against the Seller as a consequence of non conformance and non performing quality of the products.

## **26 NON DISCLOSURE AGREEMENT**

Seller must respect and not to infringe including without limitation, on copy rights, patents and trademarks, confidential information, drawings, algorithms, know-how, formulae, process, ideas, inventions (pending or not), business, financial, product development, forecasts, quotations, or any other information provided by PT. SAT NUSAPERSADA TBK or its customers for the ease of the Seller making the quotations. These "Proprietary information" are strictly prohibited and not to be disclosed to third party or any other persons, nor entity to receive such information. Seller must sign the Non Disclosure Agreement.

## **27 PACKAGING AND EXTERNAL MARKING**

Products must be securely and safely packaged against handling, stacking, temperature and humidity changes in the external environment during the course of delivery. The exterior of the packaging must be clearly marked with the purchase products part number, description, bar code, lot number, weight, size and quantity. Products required ESD control must be clearly marked with an ESD cautionary note or symbol. Products on delivery when found to have damaged marks, sign of tampering, wrongly labels at the exterior packaging will be rejected and return to the Seller immediately at Seller's own expenses.

## **28 PRICING**

The price of the products shall be the Seller's quoted price or, where no price has been quoted, the Purchaser will rely on established repeat order price unless objected by the Seller. Price specified in the purchase order cannot be changed before delivery and or due to factor beyond the control of the Purchasers. Any changes in price must have the written approval of the Purchaser and duly authorized by the officials of the Purchaser.

## **29 PURCHASE ORDER**

Shall mean prescribed document format recognizable with purchase order number, purchase requisition number whereas the terms and conditions of price, currency, products description or part number, quantity, delivery date, and remarks to which the products delivery location will take place. It includes any supplementary documents affix with the purchase order such as schedule or other documents provided to the Seller from time to time. This purchase order inclusive of its attachment, exhibits and schedules shall constitute the agreement between the Purchaser and the Seller whose relation as set out in this Terms and Conditions of Purchase.

## **30 PURCHASERS SUPPLIED PARTS AND TOOLING**

All tooling, die, mould, print film, art work etc, paid for by the Purchaser whether by installments, outright purchase or amortize shall remain the property of PT. SAT NUSAPERSADA TBK. Under no circumstance, shall warrant the Seller to dispose these assets without the consent and written permission from the Purchaser. Seller must maintain regularly such parts and tooling in serviceable and usable conditions. Such Purchased supplied parts and tooling shall be returned to the company upon the end of the projects or at the end of its useful life. Unless consent to in writing by the Purchaser, the Seller must provide documentary proof of scrap of the Purchaser supplied tooling and parts if the later decided to scrap.

## **31 REJECT**

Products found to be defective, or not conform to the requirements of the purchase order shall be rejected. The Purchaser shall have all rights to reject such goods. Rejected goods not collected from the Purchaser upon notification limit will be returned, or disposed at the Purchasers' discretion and at the seller's own cost. Sellers shall have no rights to claim cost and compensation for such disposal.

## **32 RECOVERY**

Seller shall at its own expenses to recover back lots and late delivery. The Purchaser shall have all rights to claim for losses arising from non compliance for recovery to fulfill the requirements of the purchase order. Upon prior notice to the Seller, may order from alternative sources and such additional cost and expenses shall be borne by the Seller.

### **33 REWORK**

Products not meeting specification shall be rejected and return to the Seller. If rework or sorting is necessary, the Seller must bear all cost and expenses for carry out such rework and sorting when permitted at the Purchaser's premises or to be collected at the Seller own expense for all rejected purchase products.

### **34 REASIGNMENT**

Unless agreed to in writings by the Purchaser, the Seller is not permitted to sub-contract, assign whether in part or whole of the purchase order.

### **35 RIGHT OF THIRD PARTIES**

A person or entity who is not a party to this purchase order as define by the Terms and Conditions Of Purchase Agreement shall have no right under the contracts to enforce any term of this agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

### **36 SEVERABILITY**

If any part of this Terms and Conditions of Purchase Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such part shall not alter the legality, validity and enforceability of the reminder of this Agreement.

### **37 TRANSPORTATION**

Unless otherwise stated in the purchase order, all transportation of the products shall be CIF (Inco terms 2000) PT. SAT NUSAPERSADA TBK to which location the purchase order originate.

### **38 VERIFICATION OF PRODUCTS**

Sellers must warrants all right to the Purchasers, its agent or assigned, and within notice, provide access and assistance for verification of products at source. Such verifications shall not absolve the Sellers responsibility as product acceptance nor to infer subsequent non rejection of the products by the Purchaser.

### **39 WAIVER**

No provisions neither any obligations in this agreement, warrants the Seller any rights of waiver unless in writing and agree to by the Purchaser.

### **40 WRITING**

Refer but not limited to facsimile, email or any paper copy transmission and other comparable means of communication.

**The Purchaser**

**PT. SAT NUSAPERSADA TBK  
JALAN PELITA VI, NO.99  
BATAM 29432 - KEPRI**

**Name : ABIDIN  
Position : PRESIDENT DIRECTOR  
Date : 07 April 2015  
Signature :**

**The Seller**

**PT. DATASCRIP**

**Name :  
Position :  
Date : 07 April 2015  
Signature :**