

General Terms and Conditions of Purchase

1. **Definition**
"The Buyer" is PT. CICOR PANATEC and "the Seller" is the person, firm or company to whom this order is addressed.
2. **Delivery schedule**
Seller shall deliver the goods and /or services according to the quantities and delivery dates scheduled in this order. Seller shall air freight/ship/deliver the required goods at their own expense for any loss/damage the Buyer may suffer as a result of noncompliance to the delivery schedule. Buyer may at their option alternatively approve a revised delivery schedule by normal shipment or may terminate this order without liability to Seller on account thereof for goods previously delivered and accepted. Over/ under supply shall not be accepted by Buyer, unless otherwise agreed with Seller.
3. **Transportation**
Unless stated otherwise transportation or goods purchased shall be FOB as indicated in the front face of this order. In the country of origin where The Buyer's appointed forwarders exist, shipment shall be made via such forwarder as mentioned in this order unless otherwise agreed to in writing by The Buyer.
4. **Prices**
The prices term and other items specified on this order shall not be changed except upon the written authority of duty authorised officials of the Buyer.
5. **Patent**
 - a Seller shall warrant that there has been no violation on their parts of copyrights or patent rights on manufacturing, producing, or selling the goods shipped or ordered under this order shall indemnify the Buyer against any or all liabilities, losses or expenses incurred by such violation.
 - b Where the Seller have been supplied with illustration, catalogues, manuals, colours, drawing, dimension, statements of weight and measurement etc by the Buyer, such materials and ideas cannot be utilised or copied, reproduced, transmitted or communicated to third parties without the Buyer's written consent.
6. **Changes**
The Buyers shall have the right to make changes to this order. If any of the changes cannot be complied with, Seller must notify Buyer immediately on negotiate for adjustments. Unless agreed by Buyer in writing, all prices, discounts and conditions of purchase shall be changed.
7. **Cancellation**
The Buyer reserves the right to cancel all or any part of the undelivered portion of this order if Seller does not make deliveries as specified in the schedules as promised, or it Seller breaches any of the terms here of, including the warranties of Seller, said rights of cancellation to be exercised by the Buyer without penalty.
8. **Exclusive manufacture**
 - a The Seller will not either during the period of this Contract or at any time hereafter: Manufacture or procure to be manufactured otherwise than for the Buyer any goods or materials to designs or specifications provided by the Buyer.
 - b Disclose to any person, firm or company any manufacturing process or trade secret in connection therewith or any information relating thereto.
9. **Verification of purchased products**
The Buyer or his representative or his customer's representative shall have the right to verify at source on upon receipt that purchased product conforms to specified requirements. Verification by the Buyer shall not absolve the supplier of his responsibility to provide acceptance product nor shall it preclude subsequent rejection. When the Buyer or his representative elects to carry out verification at the sub-contractor's plant, such verification shall not be used by the supplier as evidence of effective control of quality by the sub-contractor.
10. **Reject**
If in the opinion of The Buyer, any of the goods delivered under the order is found to be defective or otherwise not in conformity with the requirements of this order. Buyer shall have the right to reject such goods. Rejected goods not collected from Buyer's premises within the period specified in Buyer's Rejected Note will be returned, disposed of or destroyed (at buyer's discretion) at Seller's cost. In such case, Buyer reserves the right to order the goods from other sources and any additional costs and expenses shall be borne by Seller.
11. **Seller's obligation**
The Seller shall have the obligation to inform PT. CICOR PANATEC and seek re-qualification for major deviations from approved samples.
12. **Rework**
If rework or sorting is necessary due to non-conformity of specification by Seller and / or other faults of the Seller, at the Buyer's discretion, the Seller must or/and rework or sort the goods delivered. In such an event the Seller is liable for any additional expenditure incurred.
13. **Sub-contract and assignment**
Unless specifically agreed to in writing by the Buyer, the Seller is not permitted to sub-contract or assign part or whole of the order. The Seller shall not make payments or given benefits in kind to employees of the Buyer. Work shall not be sub-contracted to employees of the Buyer without the prior consent to The Buyer.
14. **Extra charges**
No charges of any kind including charges for packaging or documentation will be allowed unless specifically agreed to Buyer in writing.
15. **Tools, etc.**
All patterns, drawings, dies, tools, and jigs, etc supplied or paid for the Buyer shall remain the Buyer's properties and be returned to Buyer in good condition upon demand. Such patterns, drawings, dies, tools and jigs, etc shall not be used in production, manufacture or design of any goods or materials other than those contracted for herein or pursuant hereto.
16. **Insolvency**
The Buyer reserves the right to cancel all contract resulting from the acceptance of this order if the Seller commits an act of bankruptcy or has a petition in bankruptcy presented against him which is not withdrawn within 30 days, or makes any arrangement with his creditors or being a company goes into liquidation either voluntary or compulsory.
17. **Compliance with law**
The Seller shall comply with all laws, rules and regulations applicable in REPUBLIC OF INDONESIA.
18. **Applicable law**
This Purchase order shall be interpreted in accordance with laws in REPUBLIC OF INDONESIA.
19. **Agreement**
This Purchase order when accepted by the Seller in the manner required constitutes the entire and only agreement between the parties hereto and no waiver, alteration or modification of any of the provisions hereto shall be binding unless it is agreed in writing and signed by the authorized representatives of the Buyer.
20. **Releasing of initial first article samples**
In the following cases, before the Buyer can accept any delivery, sample have to be submitted in good time by the Seller.
 - New parts and products.
 - Change of quality features, including basic materials.
 - Use of new or different tools, machine, production methods or location.
 The samples must be representative or volume production and have all quality features thoroughly tested. The Seller has to submit the test results in form of test reports and materials certificates/ specifications, together with the samples. Buyer will test the sample and inform the Seller of the results. If the results are positive, they will be released and production can start.