



1. GENERAL. The sale of any products or provisions of any services and/or any agreements between PT. SUMBER TIGA JAYA (henceforth, is also referred to as “**Seller**”) and its clients (henceforth, is referred to as “**Buyer**”) is exclusively governed by the present GENERAL TERMS AND CONDITIONS OF SALE (henceforth, is referred to as “**Terms**”). The Terms apply exclusively when any sale of products commercialized by the Seller, Spare parts included (henceforth, referred to as “**Product(s)**”) or agreements between the Seller and Buyer (henceforth, is referred collectively as “**Parties**”) are executed. Acceptance by the Buyer is expressly limited to these Terms. Additional and/or differing terms and conditions proposed in any form or manner by the Buyer (including Buyer’s Purchase Order or other communication) shall not have any effect/be effective nor shall they be binding on the Parties, unless explicit evaluation of the proposed terms and conditions have been conducted by the Seller and is agreed upon by the Seller in writing. Likewise, any general/specific terms and/or conditions that the Buyer may have drafted do not apply and, upon signing the Terms, the Buyer expressly waives such terms and/or conditions. Seller hereby objects to any such terms and/or conditions, and the failure of the Seller to object to specific provisions contained in any Purchase Order(s) or any other communication from Buyer shall not be interpreted/defined as a waiver of these terms and conditions nor acceptance of any such provisions. In the case of any conflict found among foregoing documents, these Terms shall be of priority and take precedence with the exception of price and delivery which shall be governed by the order of acknowledgement if any, and warranty which shall be governed by the Seller’s Product(s) documentation. This agreement and Terms supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Quotations, Withdrawals, Expiration, Orders, and Agreements.

Otherwise stated specifically in the quotation or sales form, quotes are valid for 30 (thirty) calendar days from its written date. Consequently, the quotation is construed as expired or invalid beyond the validity timespan. Seller reserves the right to cancel or withdraw the quotation at any time with or without cause prior to acceptance by Buyer. Any orders placed with the Seller, the Buyer undertakes to comply with the provisions of the articles in the present Terms. It is therefore implied and understood that orders that are not in compliance with the following provisions, as well as incomplete or inaccurate orders may not be processed by the Seller. Seller is under no circumstances or case obligated to accept orders from the Buyer, being free to make its own assessment(s) of whether to accept any order or not and, consequently, whether to deliver the Product(s). Buyer agrees that the provisions, articles, terms and conditions of the present Terms, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of the Agreement /purchase (e.g. drawings, illustrations, specifications, or diagrams), is the complete and final agreement between Buyer and Seller (henceforth, referred to as “**Sale Agreement**”). The Sale Agreement and its terms shall be considered effective from the moment at which Seller receives the confirmation of the order by the Buyer and the order shall not be revoked or modified, in the absence of a written agreement between the Parties. The Sale Agreement (hereafter also referred to as “**Contract**” or “**Contract/Sale Agreement**”) functions as the valid primary agreement/contract made between the Parties and its terms, elements, and/or provisions are enforceable in any court of law. Purchase or orders of the Product(s) shall be made by the Buyer by sending a written order to Seller (e.g Purchase Order, ICPO, order letter, etc) to which it must contain the elements, indicated by the Seller, accurately (e.g: type of products/model, quantity, price). Seller - where and when intends to accept the order – shall send an order confirmation and proforma invoice by electronic mail to the Buyer. The order confirmation and/or pro forma invoice may contain other elements or values from those indicated in the order/quotation/sales form. It is the Buyer’s responsibility to verify the correspondence of the order confirmation and pro forma invoice to the order and to communicate with the Seller, within 5 (five) days from the order confirmation’s date of

issuance, its disagreement or its eventual acceptance. Upon the expiry of the 5 (five) days period from the receipt/issuance, without the Buyer having made any communication, the Proforma invoice, Sale Agreement, and order shall be considered tacitly accepted by the Buyer and all of the aforementioned documents be understood and considered as concluded under the conditions of the Seller. In the absence of a Purchase Order/Order Letter, the order confirmation, with the Buyer’s signature, is deemed the final and valid legal binding sale agreement document between Parties, indicating the Buyer has exclusively confirmed the quotation/sales form and agreed to purchase the listed Product(s) and/or additional services mentioned in the order confirmation.

3. Products, Specifications, and Testing Seller reserves all right to, at any moment, including after the execution of the Sale Agreement/order, to make modifications to the Product(s)’ and/or its specifications as necessary to comply with the applicable laws and regulations and/or that do not substantially or significantly alter the quality, efficiency, or saleability of the Products. Price(s) of Product(s) are based on Seller’s quality levels that commensurate to normal processing by Seller. In the case of different quality level(s) are required, the Buyer must specify its requirement(s), as approved in writing by Seller, and pay any applicable additional costs. Changes in specifications requested by the Buyer are subject to approval in writing by Seller. In the event such changes/ modifications are approved, the price(s) of the Product(s) and the delivery schedule shall be changed to reflect such changes. Testing of Product(s) can only be performed if requested at the time of the order by the Buyer in writing. Under all circumstances, Seller reserves the right to evaluate and confirm the feasibility of the testing. After Buyer’s acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer’s expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.

4. Prices of Product(s) and/or Services The prices of all Product(s) and/or Services shall be those indicated in the Proforma Invoice. Prices include standard packing/packaging all in accordance to Seller’s specifications for delivery. Special packing/packaging requested by Buyer must be agreed in writing at the time of the order. All costs and taxes for special packing/packaging requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge where the charges may be invoiced separately to the Buyer. Prices are subject to change without notice and Seller reserves all rights to change – at its sole discretion – its price list in accordance with the periodic updates communicated to the Buyers by Seller itself. Changes to the price list shall have no effect on agreements undersigned beforehand, but not yet carried out prior to the price changes. Unless specifically denoted in the sales form/quotation and Proforma Invoice, the prices for the Product(s) and/or Services do not include any applicable sales, use, excise, GST, VAT, or similar tax, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable. Unless otherwise agreed upon and inscribed in the sales form/quotation and Proforma Invoice by the Seller, the prices given by Seller are FCA Incoterms@2010.

5. Payment terms Payment terms shall be those made and indicated in the Proforma Invoice. All payments must be made by the deadline indicated in the Proforma Invoice. Seller reserves the right to require payment in advance and otherwise modify credit terms should Buyer’s credit standing do not meet Seller’s acceptance. Unless different payment terms are expressly set forth in the sales quotation/form or Proforma Invoice, the Payment terms by the Primary Sales Policy of the Seller will be 100% of total cost(s)/charge(s) denoted in the Proforma Invoice and must be paid in full. Seller reserves all rights to halt/suspend processes to prepare the order and/or any loading or shipment procedures until Payment of the order, as per the Seller’s Primary Sales Policy payment terms or other terms indicated in the Proforma Invoice, has been made and necessary verification of payment clearance conducted by the Seller justifies the payment has been received by Seller. Payment(s) shall be



made in the local currency where Seller's office is located and to which the order has been submitted. All payments, including but not limited to advanced payment in full, invoice, balance, instalment payment(s), are due within 14 (fourteen) days from the invoice date unless otherwise stated in Seller's Proforma Invoice documentation. Any possible dispute between the Parties regarding the Products sold shall not allow the Buyer to suspend any payment(s) as indicated in the Proforma Invoice or to extend any related payment terms. Any legal action or enforcement procedure of the Buyer shall not be considered actionable in absence of full payment of the order/agreement/ in accordance to the Seller's Proforma Invoice. In any case, payment is not made when due, Seller has the indisputable right to: (i) halt/suspend the commencement or performance of the Sale Agreement/ order and/or (ii) charge the Buyer interest(s) or service/finance charges) to which the Buyer agrees to pay (1.5%) (one and a half percent) per month (18%(eighteen percent) per annum), or the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department in writing. In the absence of the mentioned approval in writing, the credit sale(s) are to be understood as invalid and/or void. Export shipments will require 100% of the payment be paid by the Buyer prior to shipment or an appropriate Letter of Credit that must be validated and approved by Seller's credit department in writing. If, during the commencement/performance of the Contract/Sale Agreement with the Buyer, the financial responsibility or condition of the Buyer is such that the Seller, in good faith, deems itself insecure, or in cases of the Buyer becomes insolvent, or a material change in the ownership of Buyer occurs, or Buyer fails to make any payments in accordance with the terms of its Contract/Sale Agreement with the Seller, then, in any such event, Seller is not obligated to continue performance under the Contract/Sale Agreement and may stop Product(s) in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order upon written notice to Buyer without further obligation to Buyer whatsoever. In the case that Buyer fails to make payments or fails to furnish security satisfactory to Seller, then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process to the Buyer. Upon default by Buyer payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Sale Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder. Buyer shall not assign or transfer this Sale Agreement or any interest in it, or monies payable under it, without the written consent of Seller and any assignments made without such consent shall be null and void. In the case that the Buyer fails to collect the Product(s), the deposits or payments paid shall be retained by the Seller as a penalty, without prejudice to the right to compensation for further damages and/or payment of the entire agreed price and to the provisions of article 6 below:

6. Title, Delivery, Product(s) Collection & Risk of Loss Unless agreed upon by Seller in the Sale Agreement or order acknowledgement or other written form, any sales delivery and transfer of risk of loss for shipments to Buyer is FCA Incoterms@2010 Seller's Facility/Warehouse. Regardless of the terms of delivery in the Contract/Sale Agreement and the transfer of risks of the Product(s) and of any other provision under the present Terms, ownership/title of the Product(s) shall not be transferred to the Buyer until Seller has received full payment for the price of the Product(s) in accordance to the Sale Agreement/Proforma Invoice. Until the full payment for the price, Seller reserves the right toward third parties to repossess, sell or in any other way dispose of the Product(s) for which Seller retains ownership. Should a third party attempt to seize or otherwise make use of the Product(s), the Buyer is obliged to raise the exception that the Product(s) are the property of Seller and immediately notify Seller so as to allow Seller to protect its rights by way of appropriate legal action. The

terms of delivery indicated in the Contract/Sale Agreement are merely indicative estimates. Until the delay does not exceed 90 (ninety) days from the term indicated for delivery, the Buyer has no right to request the termination of the Contract/Sale Agreement and to refuse the supply, unless otherwise agreed upon by both Parties. Under no circumstances shall Seller be held responsible for any delay in deliveries not attributable to it and which is determined by: (i) events or incidents caused by "force majeure", (ii) the Buyer's failure to meet or delay in meeting its obligations, (iii) Public authority acts or delay, including where they are not a consequence of a "force majeure" events; (iv) Seller's suppliers' acts or delays. In such cases the delivery term shall be extended for a period equal to the duration. As soon as the Product(s) ordered are ready to be collected, Buyer will receive a written notice of readiness of the Product(s) (henceforth also referred to as, "Notice"). Within the 30 (thirty) days as indicated in the Notice, the Buyer is obligated to collect the Product(s). Failure of the Buyer to collect the Products within 30 (thirty) days from the Notice will result in all risks inherent to the Product(s) to be fully transferred to the Buyer and the Seller, without prejudice to the full payment of the price or to the termination of the Contract/Sale Agreement, will be entitled to deposit the Product(s) not collected by the Buyer at the Buyer's risks and expenses. After 45 (forty-five) days from Notice have passed and should the Buyer still not have collected the Product(s), Seller shall have the right to apply a penalty equal to 2% (two percent) of the full/total value of the Products for each week of delay up to a maximum of 20% (twenty percent) of the price of the Product(s) to the Buyer, without prejudice to the right to compensation for further damages and to the right to terminate the Contract/Sale Agreement. Seller has right, without the Buyer, to be entitled to claim for compensation or reimbursement, suspend deliveries and terminate the Contract/Sale Agreement in case Seller: (i) becomes aware of information that may cause doubts in regards to the solvency of the Buyer; (ii) the Buyer is late with payments. Seller is not responsible to Buyer for any loss(es), whether direct or indirect, incidental or consequential in nature, including without the limitation loss of profits, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions for delivery in writing, Seller will select the carrier. Buyer shall reimburse Seller for any additional cost(s) of its performance resulting from inaccurate or lack of delivery instructions, or by any act of omission on the Buyer's part. Additional costs may include, but is not limited to, storage, insurance, protection, re-inspection and delivery expenses.

7. Inspection The Buyer shall have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site (hereby referred to as "Site"), Buyer shall notify Seller in writing of any nonconformity of the goods with this Contract/Sale Agreement within 3 (three) days from receipt by Buyer. Failure to give such applicable notice shall constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.

8. Force Majeure Seller has right to cancel or suspend this Contract/ Sale Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control including, but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labour shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, failures of suppliers or subcontractors to effect deliveries, in which the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable, after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefore and of the probable duration and consequence thereof. Seller shall use its best efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder with the least possible delay. Until the delay does



not exceed 90 (ninety) days from the term indicated for delivery, the Buyer has no right to request the termination of the Contract/ Sale Agreement and to refuse the supply, unless otherwise agreed upon by both Parties.

9. Cancellation. Unless provided in the Contract/Sale Agreement, order may not and shall not be cancelled unless otherwise requested in writing by either party and accepted in writing the other. In the event of a cancellation by Buyer, Seller will inform Buyer of the Contract/Sale Agreement performance to which Buyer shall, within 30 (thirty) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labour and overhead expended by Seller, plus a reasonable profit charge. Seller shall retain all payments made by Buyer to Seller prior to the receipt of the request for cancellation. In the case of cancellation after Product(s) have been delivered or are in delivery to Buyer or Buyer's designated site as indicated in the Contract/Sale Agreement, Buyer shall reimburse Seller a minimum 20% (twenty percent) restocking fee of the cancelled order, unless otherwise specified in the Contract/Sale Agreement. Notwithstanding of anything to the contrary herein, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or if Buyer fails to make payment(s) when due under the Contract/Sale Agreement between the Parties, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of the present Terms within 10 (ten) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of the Contract/Sale Agreement. In the event of such termination, Seller shall be entitled to receive payments as if Buyer has cancelled the Contract/Sale Agreement as per the preceding paragraph. Seller may nevertheless elect to complete its performance of the Contract/Sale Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of the Contract/Sale Agreement (for any reason), the provisions, the rights, obligations and liabilities of the parties which shall have arisen or been incurred under the present Terms prior to the termination of the Contract/Sale Agreement shall survive such termination and remain valid and effective.

10. Buyer Warranty and Accuracy of Information Buyer warrants the accuracy of any and all information relating to the details of the requested Product(s)' operating conditions, including, but not limited to temperature, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance of the Contract/Sale Agreement. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

11. Warranty Seller warrants that the Product(s) sold to Buyer (with the exception of membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be built in accordance with the specifications referred to in the quotation or sales form. Unless otherwise specifically stated in the Contract/Sale Agreement, all Product(s) are warranted against defects or malfunctions for a period of 12 (twelve) months from the invoice date. The replacement of any components and/or Product(s) under warranty does not extend the warranty duration. In the case of defects found within the Product(s), Buyer is required to report to Seller in writing, within 8 (eight) days of the defects being discovered. The report of the discovered defect must clearly indicate the Product(s)' identification details: model, delivery date, serial number,

invoice number. Seller shall reserve the right to examine of have examined the Product(s) that the Buyer declared to be non-compliant or defective. Seller shall have no obligations to Buyer with respect to any Product(s) or part(s) of Product(s) that fall into the following instances: (i) the Product(s) have been improperly used (applications not provided in the operation manual provided by Seller, incorrect installation, incorrect commissioning and/or adjustment(s); (ii) modifications or repairs to the Product(s) carried out by the Buyer and/or third party entities/personnel and not expressly authorized by Seller; (iii) negligence or lack of the preventive and ordinary maintenance as specified in the operation and maintenance manual; (iv) replacement of component(s) with non-original component(s); (v) the Products have been stored in unsuitable environments / not compliant with Seller's instructions; (vi) natural wear and tear, galvanic currents, chemical corrosion, power supply anomalies/abnormalities, electrical connections not specified in the operation and maintenance manual, mechanical activation anomalies; (vii) incorrect selection of the product and/or system components by the Buyer and/or incorrect settings by the Buyer/ Contractor(s)/Third Party entities/personnel and/or defects related to secondary devices (i.e. activation, adjustment and control systems); (viii) damages caused during transportation; (ix) damages due to force majeure. The warranty intervention, which is subject to a prior assessment and/or evaluation by Seller on the warranty applicability, shall include, at the choice of Seller, the repair or replacement of the defective components, unless otherwise agreed in writing between the Parties. The Product(s) that during the warranty period show malfunction defects or construction defects must be sent, together with the document proving the purchase, upon written authorization by Seller, "DDP" "delivery duty paid" ("Incoterms@2010") by the Buyer to Seller's facility or to the authorized Service Centre which, in case of positive verification of the warranty conditions, shall carry out the reparation or the replacement. All costs relating to the dismantling of the Products from the place in which they were installed, to the transportation and to the subsequent reassembly are always under the Buyer own costs. Once the reparation(s) are completed, Seller shall send a notice to the Buyer informing the Product(s) are ready to be collected (henceforth, referred to as "Reparation Notice"). The Buyer is obliged to collect the Product(s) within 30 (thirty) days from the aforementioned notice and acknowledges that, in the event of missed collection in due time, Seller shall have the right to deposit the uncollected Product(s) by the Buyer at the Buyer's risks and expenses. The Buyer also acknowledges that, after 45 (forty-five) days from the Reparation Notice, without the Buyer having collected it, Seller shall have the right to apply a penalty of 50USD (fifty United States Dollars) per week up to a maximum amount equal to half the purchase price of the Product(s), without prejudice to further damages. In any case, the Buyer expressly agrees to collect the Product(s) no later than 180 (one hundred and eighty) days from the Reparation Notice, expressly authorizing Seller to dispose of the Product(s) not collected within the aforementioned term. The same discipline shall also apply to Product(s) not collected by the Buyer following the assessment (positive or negative) by Seller regarding the applicability of the warranty. If it is agreed that the repairs under warranty are carried out on the place, Seller undertakes to replace, free of charge, the spare parts subject to the warranty terms. Moreover, if it is required, Seller shall provide specialized workforce for repairs with the prior Contract/Sale Agreement that these services shall be charged according to the standard rates as indicated by Seller. At the Buyer's own costs are also all the means necessary for the handling of materials and the success of the repair and for the necessary labourer's assistance which promptly shall be made available to Seller's personnel. The Buyer is also responsible for the costs of transportation, board and lodging/accommodation of Seller's staff made available for repairs outside the Seller's office(s) or facility. In any case, the replaced part(s) and/or component(s) remain the property of the Seller. The reported Product(s)' defects by Buyer to Seller does not authorize the Buyer: (i) to suspend the due payments; (ii) to consider terminated or to request termination of the Contract/Sale Agreement. The warranty provided by Seller is limited to the repair or replacement of the defective Product(s) only. Any liability for any direct and/or indirect damages arising from the sale and use of the Product(s) such as, but not limited to: line stops, interruption and/or loss of production, lost or limited revenues, costs, etc. is excluded. In any case, Seller's liability as regard to



the Contract/Sale Agreement with the Buyer or any other relationship is limited to the price paid by the Buyer for the Product(s). Seller shall not be responsible for any accident to persons or things for or during the use or due to or depending on the Product(s). Seller shall not be responsible in case of infringement to patents, trademarks, models or other industrial or intellectual properties' rights, if the Product(s) are made at the request of the Buyer and/ or the distributor or are based on drawings, indications or models provided by them. Without prejudice to mandatory applicable legal provisions, Article 8 is the only warranty that Seller provides in relation to the Product(s). The warranty is expressly provided in replacement of any other warranty or statement, whether explicit or implicit, including any warranty regarding the adequacy of the Product(s). In any case of Product(s) not manufactured by the original brand manufacturer/Seller, there is no warranty from the Seller.

12. Seller's Limitation of Liability. Under no circumstances shall Seller's liability under this Contract/Sale Agreement exceed the amount paid by Buyer under the Contract/Sale Agreement. Seller shall have no liability for loss of profit, loss of anticipated savings or revenue, loss of income, loss of business, loss of production, loss of opportunity, loss of reputation, indirect, consequential, incidental, punitive or exemplary damages. The foregoing limitations of liability shall be effective without regard to Seller's acts or omissions or negligence or strict liability in performance or non-performance on the provisions of the present Terms.

13. Confidentiality, Technical Documentation, & Drawings All drawings of Product(s) including, but not limited to drawings of its installation(s), curves, and diagrams, are the property of Seller. The Buyer shall keep confidential all information of technical nature (e.g. drawings, technical prospectus, documentation and correspondence in general) and the information expressly categorized as confidential that it receives from Seller and in any case learned in connection with the Contract/Sale Agreement's performance. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (hereafter collectively referred to as "Proprietary information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. The Buyer is obliged to maintain such confidentiality for a period of 10 (ten) years from the delivery date of the of the last Product(s) sold to the Buyer. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the work and Contract/Sale Agreement under this Sale Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves all right to, at any moment, including after the execution of the Sale Agreement/order, to alter and/or make modifications to the details in design or arrangement of its Product(s) which, in its judgment, constitute an improvement in construction, application or operation. Any industrial or intellectual property rights regarding the materials or Product(s) being sold (including drawings, manuals, brochures, etc. that are delivered with and/or in relation to the Product(s) belong exclusively to Seller and to the relevant owners approved by Seller.

14. Arbitration, Applicable Law, Jurisdiction The Buyer and Seller agree that the present Terms and Sale Agreement, their interpretation, fulfilment, performance, breach, and validity or compliance with them shall be governed by the National law of the Seller's registered office country. Any controversy or claim arising out of or related to this Sale Agreement or the breach thereof shall be resolved if possible by negotiations between

Buyer and Seller. If such negotiations do not resolve the controversy or claim, then the claim or controversy shall be settled by arbitration administered by (i) Badan Arbitrase Nasional Indonesia ("BANI"), located in city matching that of Seller's registered address, in accordance with the Arbitration Rules of BANI for the time being in force, if Seller's office is located in Singapore, Malaysia, Philippine, Indonesia, Thailand, Vietnam, Myanmar, Brunei, Laos or Cambodia. The language of the arbitration shall be Bahasa Indonesia. Judgement upon an arbitration award is subject to the sole jurisdiction of the court of Surabaya or (Pengadilan Tinggi Surabaya) having jurisdiction or application for a judicial acceptance of the arbitration award or an order of enforcement as the case may be. Costs of arbitration shall be borne equally by Buyer and Seller. Notwithstanding the foregoing, any disputes that may arise in relation to the present Terms or any agreement executed in connection with the Terms, and referred to their interpretation, execution, breach, and validity and effectiveness, shall be subject to the sole jurisdiction of the Court of Surabaya (Pengadilan Tinggi Surabaya). It is the right of Seller to choose the method of conflict resolution for both Parties (negotiation, arbitration, or jurisdiction in court)

15. Export Regulation and Control. Seller's Product(s), including any software, documentation and any related technical data included with, or contained in, or utilized by such Product(s) or deliverables, may be subject to applicable export laws and regulations, and Buyer shall comply with all such applicable laws and regulations. It is Buyer's responsibility to ensure that the delivery of the aforementioned Product(s) are acceptable and compliant to the export laws and regulations of the destined country or city. In Particular, Buyer shall not, and shall not permit any third parties to, directly or indirect, export, re-export or release any Product(s) to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Product(s) is prohibited by applicable law, regulation or rule. Buyer shall be responsible for any breach of this article 15.

16. Waiver and Severability Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Sale Agreement and/or the present Terms shall not affect the validity or continuing force and effect of any other provision.

17. Data Consent Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Sale Agreement and/or present Terms. Seller's data privacy policy is available at <https://www.sumbertigajaya.com/privacy>. Further, Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Buyer agrees and authorizes Seller to store any data collected from Seller equipment (hereunder referred to as "Buyer Data") on such hardware, software, networking, storage, and related technology indefinitely. Buyer grants Seller a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Buyer Data and any other data or information Buyer provides to Seller, to (1) provide services; (2) analyse and improve services; (3) analyse and improve any Seller equipment or software; (4) for any other internal use; and (5) create and use anonymized data for any purpose.