Swagelok Custom Solutions (described as Fabrications, Assemblies or Builds) orders are accepted on the understanding that the Purchaser agrees to the following terms and conditions:

1. Introduction

These specific terms should be read in conjunction with our Standard Terms & Conditions of Sale and apply to all Swagelok Indonesia Custom Solutions assemblies defined as any part number starting with INDOF-. In the event of a conflict between terms and conditions documents, then the Standard Terms & Conditions of Sale will take precedent.

Unless the Purchaser notifies Swagelok Indonesia in writing of any exceptions or objections to these specific terms - or the Standard Terms and Conditions of Sale - prior to submission of any order, instruction to proceed or any other form of quotation acceptance then order placement, instruction to proceed or any other form of quotation acceptance the Purchaser's acceptance of the Terms contained herein. Any Purchaser response which states different or additional terms is specifically rejected unless agreed to in writing by Swagelok Indonesia. Swagelok Indonesia's failure to object to provisions contained in any communication from the Purchaser will not be deemed a waiver of the Terms contained herein.

2. Scope of contract

The scope of supply is for Swagelok Indonesia to provide a fabricated, assembled or built product produced and tested (where applicable) by Swagelok certified technicians, packaged carefully and supplied with relevant documentation.

All parts, materials and labour are included except where the customer is providing items on a 'free-issue' basis, as detailed in our original Assembly Quotation Document containing the INDOF- reference number.

3. Design Approval and Responsibility

Where an assembly is basic and can be described adequately using a brief written description then the standard Swagelok Indonesia office quotation and Purchaser's PO is all that is required to proceed with the contract (Level 0 and Level I Assemblies).

For more advanced contracts (Level II, III and IV) that require simple or complex systems, third party products or advanced testing, FATs etc.. then the Purchaser is required to sign the Assembly Quotation Document. Additionally, where Swagelok Indonesia has created a Technical Drawing (CAD generated or detailed sketch) and is referenced in the Assembly Quotation Document containing the INDOF- part number then Purchaser is required to sign the drawing to confirm acceptance in full.

Technical drawings and specifications provided by the customer at the time of order do not require additional signatures from Purchaser however the signed Assembly Quotation Document is still required.

Any subsequent deviations or changes to the specification must be confirmed in writing and will result in additional charges.

The Purchaser and/or the end user is responsible for system design and ensuring that components are suitable for the system operating pressure and temperature and taking into account safety, functionality, material compatibility and maintenance requirements. Design responsibility remains with the Purchaser and/or end user at all times.

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4. Safe Product Selection

When selecting a product, the total system design must be considered to ensure safe, trouble-free performance. Assembly and component function, material compatibility, and adequate ratings are the responsibility of the Purchaser. Proper installation, operation and maintenance are the responsibility of the Purchaser. Purchaser shall review all bills of materials, product information drawings, Assembly Quotation Document and any other relevant information to verify it meets Purchaser's needs.

5. Modification or Cancellation

Following Purchaser acceptance of the Quotation by placement of a purchase order or signing of an Assembly Quotation Document then any further modifications to the Assembly may result in additional charges. Should Purchaser cancel after acceptance of the Assembly Quotation Document or placement of a purchase order then Purchaser shall pay for the materials and work carried out on the Assembly up to the time of cancellation; the sum to be paid shall not exceed the amount quoted for the Assembly.

6. System Parameters / Operating Conditions

The Purchaser is to provide at the time of order the system operating parameters, including, but not limited to, pressures, temperatures & system media.

7. Methods

All Assemblies are constructed using Sound Engineering Practice and, where applicable, all manufacturers' assembly / installation instructions will be followed.

Unless otherwise agreed in advance then the following always apply:

- All tube connections to be Swagelok twin ferrule compression fittings.
- All high purity fittings to be Swagelok VCR face seal fittings.
- All welded fittings to be Swagelok Micro Fit weld fittings.
- All threaded joints to be made using Swagelok PTFE tape or SWAK liquid sealant

Unless otherwise stated or agreed the Swagelok Indonesia Recommended General Practice for Custom Solutions specification applies. These SOPs are available on request.

8. Cleaning

Before assembly, all the proprietary items will be cleaned in accordance with the manufacturer's details. All Swagelok products will be cleaned to one of the following Swagelok Cleaning Specifications (either SC-01, SC-10 or SC-11).

All third party items are to be supplied in a clean condition suitable for general industrial use. Stainless steel tubing is cleaned prior to assembly.

Unless otherwise stated or agreed the Swagelok Indonesia Recommended General Practice for Custom Solutions specification applies. These SOPs are available on request.

9. Welding

All tube welds are by Swagelok Orbital Welding equipment, and are in accordance with relevant Swagelok Indonesia welding procedures.

All manual welds will be executed by ASME compliant welders.

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All requirements for welding validation, e.g weld procedures, weld logs, non-destructive testing including X-ray, radiography and Dye Pen testing need to be requested at the time of quotation and / or order placement.

Unless otherwise stated or agreed the Swagelok Indonesia Recommended General Practice for Custom Solutions specification applies. These SOPs are available on request.

10. Documentation

The following documentation is included in the standard contract and within the quoted price:

- Standard Certificate of Conformity for the completed Assembly
- Leak Test certificate (for more complex systems)

Only where applicable the following is also included:

- 3.1 Material certification for pressure containing parts
- Any third party supplier information (e.g CofC, warranty, instructions if available)
- Individual Declarations of Conformity
- Weld procedure logs

Additional documentation may be available but must be specified at the time of order placement and is subject to additional charges if not covered by the original office Quotation or Assembly Quotation Document.

11.Certification to Other Standards

Certification of assemblies to national or international standards (such as PED, Technical Passports, PSSR etc.) is the responsibility of the design holder, i.e the end user.

12. Warranty

The Swagelok Limited Lifetime Warranty applies to all Assemblies and a current, up-to-date copy of which can be found on our website as follows: www.swagelok.com/downloads/webcatalogs/EN/MS-13-123.PDF

Swagelok and its authorized distributors hereby warrant to the purchaser of their Products that the non-electrical components shall be free from defects in material and workmanship for the life of the Products. All electrical components installed in or on the Product are warranted to be free from defects in material and workmanship for twelve months from the date of purchase. The purchaser's remedies shall be limited to replacement and, in non-ground-vehicle applications, installation of any parts that fail through a defect in material or workmanship. Liability for installation is limited to reasonable costs that have been approved in advance and in writing by Swagelok. All customer-specified components carry the applicable manufacturer's warranty. Warranty coverage hereunder only applies to Products purchased directly from either Swagelok or its authorized distributors and representatives. All other purchases are specifically excluded from any warranty coverage. ALL OTHER REPRESENTATIONS, EXPRESS OR IMPLIED, WARRANTY, OR LIABILITY RELATING TO THE CONDITION OR USE OF THE PRODUCT ARE SPECIFICALLY DISAVOWED, AND IN NO EVENT SHALL SWAGELOK AND ITS AUTHORIZED DISTRIBUTORS BE LIABLE TO PURCHASER, OR ANY THIRD PARTY, FOR ANY DIRECT OR INDIRECT CONSEQUENTIAL OR INCIDENTAL DAMAGES. The warranty for any firmware or software Products that contain programmable logic or a microprocessor is governed by a separate Swagelok Embedded System End User License Agreement, MS-13-330 accessible from the www.swagelok.com website.

IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

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13. Quality Assurance

Swagelok Indonesia operates to the Swagelok Quality System (SQS) and is accredited under ISO9001:2015.

Swagelok Indonesia ensures that any supplier or sub-contractor providing goods and services meet defined quality standards. The quality standard of products and suppliers nominated by the Purchaser remains the responsibility of the Purchaser.

The SQS system contains all of our standard operating procedures and is regularly enhanced under continual review as part of our commitment to continual improvement.

14. Standard Operating Procedures (SOP)

Swagelok Indonesia has standard operating procedures (SOP's) for all aspects of the assembly process and copies are available on request.

15. Testing Specification

All completed assemblies are subject to an independent visual inspection of quality, and to check against relevant drawings / specifications as well as standard installation verification practices (eg; gap inspection gauge on Swagelok tube fittings.

Where possible, (i.e when an assembly can be capped / connected to a fluid source) then a full pressure decay leak test (to 150psi) is performed as per Swagelok Indonesia SOP reference SI-QG-TER-006A to verify leak free assembly.

Functional, performance, hydrostatic or any other form of testing is not included.

Please note – it may not be possible to test some Assemblies, e.g where an open tube end is the external interface, or where a fitting is provided (but not the mating connection) as it will not be possible to connect to the test equipment

Any additional testing requirements over and above our standard practice must be requested at the time of quotation and / or order placement.

16. Release

The Assembly will be checked and released for delivery on the approval of the CS Manager, CS Project Manager or other authorized person.

17. Delivery

The Assembly shall be suitably packed and delivered according to the Incoterms 2016 as detailed under the office Quotation.

Additional delivery options are available and are subject to additional charges.