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The acceptance of any Order is on the understanding that the Purchaser agrees to the following Conditions of Sale:

Definitions:

Goods: any products and / or services agreed to be supplied to the Purchaser by Swagelok Indonesia (including any parts or sub-components of them).

Order: Any Order placed by the Purchaser with Swagelok Indonesia for the supply of Goods.

Purchaser: the person, firm or company who purchases Goods from Swagelok Indonesia.

Swagelok Indonesia: means Indofluid System Technologies Pte Ltd registered office 10 Ubi Crescent, #05-97 Ubi Techpark, Singapore, 408564 trading as Swagelok Indonesia in Singapore or PT Putranata Adi Mandiri registered office Grand Slipi Tower Lt.43, Jl. S. Parman Kav. 22 – 24, Palmerah, Jakarta Barat, DKI Jakarta 11480 trading as Swagelok Indonesia in Indonesia.

1. PRICES

- a. Proposals are subject to confirmation on receipt of Order, and the right is reserved to amend any accidental errors and/or omissions on proposals or invoices.
- b. Proposals, printed prices and prices in electronic format are based on manufacturer's prices, freight and insurance charges at the date of the offer.
- c. In cases where these conditions change between the date of the proposal and the date dispatched by us, the right is reserved to revise prices accordingly.
- d. Where under our direct control, prices given on proposals will be held firm if an Order is received within 30 days from date of proposal unless stated to the contrary.

2. CURRENCY ADJUSTMENT

Quotations are provided in local currency as appropriate (USD and SGD in Singapore) and IDR in Indonesia. Should exchange rates change at any time before the date of our invoice, we reserve the right to adjust our prices by an amount proportional to the change.

3. MINIMUM ORDER VALUE


We reserve the right to apply a minimum order charge of US\$50.00 or IDR 700,000 (whichever is the greater adjusted for currency at the time of order) on any Order where the total value (after any currency adjustments) is less than USD500/PO.

4. CARRIAGE

Unless stated to the contrary, prices include packing and delivery, which will incur an additional charge.

5. INSURANCE

- a. Unless otherwise agreed in writing, delivery of the Goods will take place under internationally accepted commerce law and we will clearly state the Incoterms for the proposal.
- b. Incoterms 2020 are used unless otherwise stated
- c. Ownership of goods, risk and insurance liabilities are in accordance with the relevant Incoterms.

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- d. The Goods are at the risk of the Purchaser from the time of delivery, unless the Purchaser agrees for the Goods to be insured by Swagelok Indonesia.
- e. When Goods are insured by Swagelok Indonesia, at our discretion, if requested by the Purchaser, charges for insurance may be made on the invoice. Our liability in respect of the risks insured shall be limited to the amount received by us under such insurance or the value of the Goods, whichever is the less, from which deduction may be made for expenses incurred in relation to the claim.

6. TERMS OF PAYMENT

All accounts are for settlement strictly within 30 days from the date of invoice unless otherwise agreed and stated in the terms of payment within Quotation and Order Confirmation documents. Time for payment shall be of the essence. Fixed penalties and interest on overdue payments may be levied for late payment and any subsequent amendments in force at the invoice date. Prices are net, and no deduction or settlement discounts are allowed. Trade and/or bankers references are required from Purchasers desiring to open an account.

7. OWNERSHIP OF GOODS

- a. Ownership of the Goods shall not pass to the Purchaser until Swagelok Indonesia has received in full (in cash or cleared funds) all sums due to it in respect of:
 - (i) the Goods; and
 - (ii) all other sums which are or which become due to the Company from the Purchaser on any account.
- b. Until ownership of the Goods has passed to the Purchaser, the Purchaser shall:
 - (i) hold the Goods on a fiduciary basis as bailee of Swagelok Indonesia;
 - (ii) store the Goods (at no cost to Swagelok Indonesia) separately from all other goods of the Purchaser or any third party in such a way that they remain readily identifiable as the Company's property;
 - (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (iv) maintain the Goods in satisfactory condition and keep them insured on Swagelok Indonesia's behalf for their full price against all risks to the reasonable satisfaction of Swagelok Indonesia. On request the Purchaser shall produce the policy of insurance to Swagelok Indonesia.
- c. The Purchaser's right to possession of the Goods shall terminate immediately if:
 - (i) the Purchaser has a bankruptcy order made against it; makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Purchaser or notice of intention to appoint an administrator is given by the Purchaser or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding-up of the Purchaser or for the granting of an administration order in respect of the Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of the Purchaser; or
 - (ii) the Purchaser suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its

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obligations under these terms and conditions or any other contract between Swagelok Indonesia and the Purchaser, or is unable to pay its debts; or
(iii) the Purchaser encumbers or in any way charges any of the Goods.

- d. Swagelok Indonesia shall be entitled to recover payment for the Goods notwithstanding that ownership of the Goods has not passed from Swagelok Indonesia.
- e. The Purchaser grants Swagelok Indonesia, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to recover them, where the Purchaser's right to possession has terminated.
- f. Where Swagelok Indonesia is unable to determine whether any Goods are the goods in respect of which the Purchaser's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Swagelok Indonesia to the Purchaser in the order in which they were invoiced to the Purchaser.
- g. Swagelok Indonesia has the right to suspend any further deliveries and cancel any existing orders the Purchaser has made should one of the insolvency or bankruptcy events in clause 7c above take place.

8. DELIVERY

Whilst every effort is made to adhere to delivery dates, time shall not be deemed to be of the essence and no liability can be accepted for any loss occasioned by or consequential on the non-delivery on the expected date or delayed delivery. Deliveries offered that show as ex-stock at the time of Quotation are subject to the Goods being unsold at the date of receipt of the Purchaser's Order. In case of unforeseen delay on delivery, notification will be given.

9. LOSS AND / OR DAMAGE IN TRANSIT

Insofar as is permitted by statute there is hereby excluded on our part all responsibility for loss or damage in transit once risk has passed to the Purchaser under condition 7 above. Both Swagelok Indonesia and the carriers concerned must be advised in writing of non-delivery of Goods within 10 days of the date of our invoice, and in the case of damage within 3 days of receipt of consignment.

10. SHORTAGE OR ERROR

No claim can be considered unless Swagelok Indonesia is notified in writing within 3 days of receipt of the goods.


11. EMPTY CASES AND CONTAINERS

Except where stated otherwise, cases and containers are not returnable.

12. ILLUSTRATION AND SPECIFICATIONS

Catalogues and other illustrations and specifications are subject to alteration without notice. They are not binding and are only intended to represent generally the type of Goods offered. Owing to improvement and revision of design, components may not conform to them in detail.

13. SAFE PRODUCT SELECTION

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When selecting a product or service, the total system design must be considered to ensure safe, trouble free performance. Function, material compatibility, adequate ratings, proper installation, operation and maintenance are the responsibility of the Purchaser and/or system designer and user. Proper installation, operation and maintenance are the responsibility of the Purchaser. Purchaser shall review all bills of materials, product information drawings, and any other Assembly documentation to verify it meets Purchaser's needs.

14. WARRANTY

Swagelok Indonesia offers no warranty beyond that which may be offered by the manufacturer of the Goods. The Swagelok Limited Lifetime Warranty, the latest copy of which can be found on the www.swagelok.com website applies to all Swagelok branded products whether provided as discrete components or within an assembly. This Swagelok warranty only applies to Swagelok parts. If there are any non-Swagelok products supplied by Swagelok Indonesia then the manufacturer's warranty will apply.

15. LIMITATION OF LIABILITY

- a. Subject to conditions above, Swagelok Indonesia's liability, whether in contract, tort, (including breach of statutory duty), misrepresentation, restitution or otherwise for :
- (i) any breach of these terms and conditions,
 - (ii) any use made by the Purchaser of any of the Goods, or of any product incorporating any of the Goods,
 - (iii) any representation, statement or tortuous act or omission including negligence arising under or in connection with the Order or these terms and conditions between the Purchaser and Swagelok Indonesia,
 - (iv) penalties or penalty clauses of any description incurred by the Purchaser,
 - (v) indemnification of the Purchaser or others for costs, damages, or expenses each arising out of or related to the Goods or services of this Order,
 - (vi) certification, unless otherwise specifically provided herein, or
 - (vii) indirect or consequential damages under any circumstance, including any lost profits, business interruption, depletion of goodwill, or other consequential damages howsoever caused,
 - (viii) shall in no event exceed the purchase price of the Goods or service paid by the Purchaser.


16. AMENDMENTS, CANCELLATION OR RETURN

Whilst every effort will be made to meet the Purchaser's individual requirements, amendment, cancellation or return of any Order or part thereof can only be accepted by agreement.

- (i) In the case of Assemblies, following placement of a purchase order or signing of a Quotation document any modification to an Assembly required by the Purchaser may result in additional charges. Should Purchaser cancel after acceptance of quotation or placement of a purchase order, 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.
- (ii) Items marked with *SPL are non-returnable / non-cancellable / non-refundable

17. RETURN POLICIES

The sealed packages, in which products are shipped, maintain cleanliness and facilitate traceability of the contents.

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They are part of the products specification and our QA procedures. Returned items will not be accepted for credit if the return is made more than 90 days after delivery, or the packages are opened, damaged or missing. Standard price list items may, at our discretion, be returned for credit subject to a minimum restocking/re-inspection charge of 20%. Prior approval for all returns must be obtained from our Customer Service dept. All returns are subject to re- inspection as per our QA procedures. Items marked *SPL on the covering paperwork ARE NON STANDARD AND THEREFORE NON-CANCELLABLE AND NON-RETURNABLE.

18. FORCE MAJEURE

Should delivery be delayed or Swagelok Indonesia is unable to deliver the Goods or services due to acts beyond its reasonable control, including without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, Swagelok Indonesia shall not be liable for any late delivery charges, liquidated damages, or other claims for any failure or omission in the performance of these terms and conditions. Swagelok Indonesia shall give prompt notice of either the circumstances causing the delay and best estimate as to the expected period of the delay, or of notice that the Goods or service are undeliverable.

19. GENERAL

- a. The contract and these terms and conditions between the Purchaser and Swagelok Indonesia shall be governed by Singapore and/or Indonesia law (depending upon country of purchase) and the parties submit to the exclusive jurisdiction of Singapore and / or Indonesian courts.
- b. If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the terms and conditions shall continue in full force and effect.
- c. Failure or delay by Swagelok Indonesia in enforcing or partially enforcing any provision of these terms and conditions shall not be construed as a waiver of any of its rights under these terms and conditions.
- d. Unless the Purchaser notifies Swagelok Indonesia in writing of any exceptions 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 quotation acceptance then order placement, instruction to proceed or any other form of quotation acceptance shall constitute the Purchasers 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.
- e. Any waiver by Swagelok Indonesia of any breach of, or any default under, any provision of these terms and conditions by the Purchaser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other provisions of these terms and conditions.

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- f. These terms and conditions constitute the whole agreement between the parties and supersede all previous agreements between the parties relating to its subject matter.

- g. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these terms and conditions.

- h. Nothing in these terms and conditions shall limit or exclude any liability for fraud