

General Conditions of Sale for Indonesia Region



In this General Conditions of Sale (“**Conditions of Sale**”), reference to: (1) **Optibelt** is PT Optibelt Power Transmission Indonesia; (2) the **Goods** are to products supplied by Optibelt to the Customer; and (3) **Customer** is a party who agrees to be appointed by Optibelt to sell the Goods to end users in Indonesia (including wholesaler, retailer, agent, sub-distributor, and/or other representative party).

I. Application of the General Conditions of SALE

1. These Conditions of Sale shall apply to any Customer of Optibelt. The Customer is fully aware of and accepts these Conditions of Sale.
2. Optibelt and the Customer undertake to sign a Contract or form which principally stated that Optibelt will supply the Goods to the Customer in Indonesia (“**Contract**”).
3. These Conditions of Sale apply to conditions where Optibelt is supplying Goods to any Customer in Indonesia.
4. Conflicting or differing terms of business of the Customer do not bind Optibelt, even if Optibelt does not explicitly object to them or even if Optibelt unconditionally renders performance or accepts the Customer’s performance, irrespective of the Customer’s conflicting or differing terms of business. The provisions of this paragraph equally apply insofar as the terms of business of the Customer deviate from any statutory provisions.
5. These Conditions of Sale do not apply, if the Customer buys the Goods expressly and specifically for personal, family or household use and if Optibelt knew or should have known that at the conclusion of the Contract.

II. Formation of the Contract

1. The Customer is under an obligation to give written notice to Optibelt prior to the formation of a Contract if the Goods to be delivered (i) are to be suitable not only for normal use or (ii) will be used in circumstances which are unusual or (iii) which present a particular risk to health, safety or the environment, or (iv) which require a more excessive or unusual use.
2. The Contract shall stipulate provision of ordering Goods, whereas such orders from the Customer must be put in writing. If the Customer’s order deviates from the proposal or the tender submitted by Optibelt, the Customer shall point out all differences.
3. All orders, in particular also those received by employees of Optibelt, shall take effect only if followed by a written confirmation of the order by Optibelt. The actual delivery of the Goods ordered, any other conduct of Optibelt or silence on the part of Optibelt does not allow the Customer to assume the formation of the Contract. At its own discretion, Optibelt can dispatch such written order confirmation within 14 calendar days after the Customer’s order has been received by Optibelt. Within the 14-day time period and after the dispatch of the written order confirmation, the Customer’s order shall be irrevocable.
4. The written order confirmation shall be considered as having been received on time, if it is received by the Customer within 14 calendar days after its date of printing. The Customer will inform Optibelt without delay, if the order confirmation is received with any delays.
5. The written order confirmation by Optibelt sets out all the terms of the Contract and brings the Contract into effect even if – except for the purchase price and the quantity to be delivered – the written order confirmation deviates from the declarations of the Customer in any other way, especially with reference to the exclusive application of these Conditions of Sale. Particular wishes of the Customer, namely warranties other than referred to as in section V. 2. or guarantees with reference to the Goods or the performance of the Contract therefore require express written confirmation of Optibelt in every case. Regardless of the nature and extent of the deviations, the Contract will only fail to come into existence if the Customer specifies the deviations and objects to them in writing and the objection is

received by Optibelt within a short time period, at the latest within seven (7) calendar days after receipt of the written order confirmation by the Customer.

6. Optibelt’s employees, commercial agents or other sales intermediaries are not authorized to dispense with the requirement of a written order confirmation by Optibelt or to make any promises which differ from its content or guarantees. Any changes to the concluded Contract likewise require written confirmation by Optibelt.

III. Obligation of Optibelt

1. Optibelt must deliver the Goods as specified in the written order confirmation. Optibelt is not obliged to perform obligations not expressly stated in the written order confirmation or in these Conditions of Sale. In particular Optibelt is under no obligation to deliver accessories not explicitly listed, to install additional safety devices, to carry out assemblies or to provide advice to the Customer. Optibelt is in no case liable to perform duties associated with the putting of Goods into circulation outside of Indonesia.
2. Optibelt’s obligations under the Contract made with the Customer are owed only to the Customer. Third parties not involved in the conclusion of the Contract, in particular the Customer’s clients, are not entitled to request delivery to be made to them or to bring any other contractual claims against Optibelt. The Customer’s responsibility to take delivery continues to exist even if it assigns rights to third parties. The Customer gives Optibelt an unlimited indemnity against all claims made by third parties against Optibelt out of the Contract made with the Customer. The indemnity includes in particular the reimbursement of expenses incurred by Optibelt and is granted by the Customer waiving any further conditions or other objections, in particular waiving any of limitation.
3. Optibelt undertakes to deliver Goods in the average kind and quality taking account of the tolerances customary in the trade concerning the kind, quantity, quality and packaging. Divergences in measure and size, structure and colour are reserved as far as they result from the nature of the materials used and are customary in the trade. Provided stated or agreed by both parties, Optibelt shall be entitled to make partial deliveries and to invoice them separately.
4. If further specification is required in relation to the Goods to be delivered, Optibelt will carry this out having regard to its own interests and to the identifiable and legitimate interests of the Customer. A request to the Customer to specify the Goods, or to participate in the specification, is not required. Optibelt does not undertake to inform the Customer of the specification it has made or to give the Customer the option of a differing specification.
5. Except as otherwise agreed in the Contract, Optibelt undertakes to place the Goods packaged according to Optibelt’s standard at disposal for collection by implementing the Customer FCA (Incoterms 2010) in which Optibelt shall only deliver the Goods to the appointed shipper at the agreed time and thus Optibelt shall not be responsible in the shipping or insuring the Goods. By implementing the FCA incoterm, the responsibilities and risks of the Goods shall be transferred upon delivering the Goods by Optibelt to the shipper. Previous separation or marking of the Goods or notification to the Customer of the Goods being placed at disposal is not required. Under no circumstances, not even when Incoterms are agreed Optibelt is obliged to inform the Customer of the delivery or to examine the Goods with respect to their conformity with the Contract on the occasion of delivery. The agreement of other Incoterms or of clauses such as “delivery free ...” or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; moreover, the provisions laid down in these Conditions of Sale continue to apply.
6. Agreed delivery time periods or delivery dates are subject to the Customer’s procuring any required documents, releases, permits, approvals, licenses or any other authorization or consent in sufficient

General Conditions of Sale for Indonesia Region



time, opening letters of credit and/or making downpayments as agreed and performing all other obligations incumbent upon it properly and in good time. Moreover, agreed delivery time periods begin on the date of the written order confirmation by Optibelt. Optibelt is entitled to deliver before the agreed delivery dates.

7. Without prejudice to its continuing legal rights, Optibelt is entitled to fulfill its obligations after delivery time agreed upon, if it informs the Customer that it will exceed the delivery time limit and of the time period for late performance. Subject to the aforesaid conditions, Optibelt is entitled to make repeated attempts after late performance. The Customer can object in writing to late performance within 14 days time since such event occurs, provided that the late performance is unreasonable under the common business practice. An objection is only effective, if it is received by Optibelt before commencing delivering the Goods during late performance. Optibelt will reimburse necessary additional expenditure, proven and incurred by the Customer as a result of exceeding the delivery time to the extent that Optibelt is liable for these items under the provisions laid down in section VII.

8. Risks as to price and performance even in relation to Goods which are not clearly identifiable to the Contract and without it is being necessary for Optibelt to give notice, pass to the Customer at the latest as soon as the loading of the Goods has begun or as soon as the Customer does not take delivery in accordance with the Contract or title to the Goods has passed to the Customer. The loading of the Goods is part of the Customer's obligations. The agreement of other Incoterms or of clauses such as "delivery free ..." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; moreover, the provisions laid down in these Conditions of Sale continue to apply.

9. Optibelt is not obliged to procure documents or certificates not expressly agreed, to obtain any licences, authorizations or other documents necessary for the export, transit or import, to satisfy security measures, in respect of containers or to procure customs clearance. However, Optibelt renders at the Customer's request, risk and expense every assistance to the Customer. The agreement of other Incoterms or of clauses such as "delivery free ..." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; moreover, the provisions laid down in these Conditions of Sale continue to apply.

10. Optibelt is not obliged to pay for any levies, duties and charges accruing outside Indonesia, to comply with weight and measuring systems, packaging, labeling or making requirements or registration or certification obligations applicable outside Indonesia or to comply with any other legal provisions applicable to the Goods outside its relevant place of business.

11. Optibelt shall be deemed to procure or make available documents, information, guidelines, or other written materials about the Goods in Indonesian language.

12. Optibelt shall not be deemed to take back waste disposal from the Customer or third parties' Goods delivered to the Customer or packaging material. Irrespective of any statutory provisions, the Customer shall at its own cost take care of or in any other way ensure renewed utilization, material recycling or otherwise prescribed waste disposal of the Goods delivered by Optibelt to the Customer and of the packaging material.

13. Without prejudice to its continuing legal rights, Optibelt is entitled to suspend the performance of its obligations so long as, in the opinion of Optibelt, there are grounds for concern that the Customer will wholly or partly fail to fulfill its obligations in accordance with the Contract. In particular, Optibelt's right to suspend arises if the Customer insufficiently performs its obligations to enable payment to Optibelt or a third party or pays late or if the limit set by a credit insurer has been exceeded or will be exceeded with the forthcoming delivery. Instead of suspending performance Optibelt

is entitled at its own discretion to make future deliveries, even if confirmed, conditional on payment in advance or on opening of a letter of credit confirmed by any one of the major Indonesian commercial banks. Optibelt is not required to continue with performance of its obligations, if an assurance given by the Customer to avoid the suspension does not provide adequate security or could be challenged pursuant to an applicable law.

14. Except as provided in section III. 7., Optibelt is only obliged to inform the Customer of possible disruption in performance, once commencement of the disruption is definitely certain for Optibelt.

IV. Price, Payment and Acceptance of the Goods

1. Irrespective of continuing obligations of the Customer to guarantee or to enable payment, the Customer undertakes to pay the agreed price for the Goods by way of payment methods and currency as specified in the written order confirmation transferring it without deduction and free of expenses and costs to the financial institution designated by Optibelt. Provided that the price for the Goods has not been agreed, hence the price which is at the agreed time of delivery Optibelt's usual price for the Goods will apply. Optibelt's employees, commercial agents or other sales intermediaries are not authorized to accept payments. The Customer is fully aware of and accepts these payment procedures.

2. The payment to be made by the Customer is in any event due for payment at the time specified in the written order confirmation, or otherwise on receipt of the invoice. The payment is due and payable without any further pre-conditions and, in particular, does not depend on whether the Customer has already taken delivery of the Goods and/or the documents and/or has had an opportunity to examine the Goods. The periods granted for payment will cease to apply and outstanding accounts will be due for immediate payment, towards third parties, (i) if the Customer provided inaccurate information regarding his credit worthiness or (ii) if the cover given by a credit insurer is reduced on grounds for which Optibelt is not responsible.

3. The Customer warrants that all legal requirements and documentations for the fiscal treatment regarding value added tax of the delivery and/or any service will be fulfilled. To the extent that Optibelt has to pay Indonesian and/or foreign value added tax, the Customer will indemnify Optibelt in all and every respect without prejudice to any continuing claim by Optibelt. The indemnity is granted by the Customer waiving any further requirements or other defences, in particular waiving the defence of limitation or prescription and also includes the reimbursement of the expenses incurred by Optibelt.

4. Regardless of the currency and of the jurisdiction of any court, Optibelt is entitled at its own discretion to set off incoming payments against claims existing against the Customer by virtue of its own or assigned rights at the time of payment.

5. Any statutory rights of the Customer to set off against claims of Optibelt are excluded, except where the corresponding claim of the Customer is in the same currency, is founded in the Customer's own right and has either been finally adjudicated or is due and undisputed.

6. As far as legally permissible, any statutory rights of the Customer to suspend payment or to suspend taking delivery of the Goods or to raise defences or counterclaims are excluded, except where despite a written warning by the Customer, Optibelt has committed a fundamental breach of its obligations due and arising out of the same contractual relationship, and has not offered any adequate remedy.

7. The Customer undertakes to accept delivery of the Goods at the delivery time without taking any additional period of time and at the place of delivery indicated in the written order confirmation

General Conditions of Sale for Indonesia Region



of Optibelt. Should this not be possible, the Customer accepts delivery of the Goods at the premises of Optibelt in Indonesia. The Customer is only entitled to refuse to take delivery if it exercises – in accordance with the rules in section VII. 1. – its rights to rescind the Contract.

8. Title to the Goods shall remain with Optibelt until receipt by Optibelt in full of the price payable for the Goods, without prejudice to any of Optibelt's other rights in the event of non-payment of the price by the Customer.

9. If the Customer fails to pay, partially or wholly, of the agreed price within thirty (30) days from the due date, Optibelt may enter any premises of the Customer where the Goods are located and repossess it in reduction of any amounts owed to Optibelt by the Customer without prejudice of Optibelt's right to pursue a damages payment as stipulated in section VII. 2.

V. Warranties

1. Except to the maximum extent required by law, Optibelt makes no warranties or representations to the Customer except to the extent set out in these Conditions of Sale.

2. Optibelt warrants the Goods sold hereunder, if properly installed, maintained and operated under normal conditions to be free from defects in materials and workmanship for a period of one (1) calendar year from the date of shipment (Warranty Period). This warranty does not cover costs of retrieving of the Goods from the site and/or damage, fault, failure or malfunction due to external causes including but not limited to accident, abuse, misuse, mechanical or electrical overload, abrasion, corrosion, incorrect installation by the Customer or a third party, failure to perform required preventative maintenance, the acts, omissions, negligence or default of the Customers its servants or agents, and/or fair wear and tear. For avoidance of doubt, Optibelt shall have no liability for any defect in the Goods to the extent caused by (i) ordinary wear and tear; (ii) misuse or abuse; (iii) use of the Goods in combination with equipment not supplied or approved by Optibelt (such approval not to be unreasonably withheld); (iv) use of spare parts not supplied or approved by Optibelt (such approval not to be unreasonably withheld) or of non-original spare parts; (v) materials or information provided by, or use of a design stipulated or specified by the Customer; (vi) failure by the Customer to observe instructions for the operation, maintenance, cleaning or repair of the Goods contained in the technical documentation; (vii) failure to use properly trained staff to operate, maintain, clean or repair the Goods; (viii) any alteration or rebuilding of the Goods made without Optibelt's written approval.

3. During the Warranty Period, to the extent permitted by law, the Customer's sole remedy with respect to breach of warranties will be repair or replacement by Optibelt (as Optibelt may elect) of any such defective Goods at Optibelt's expense. Such replacement or repaired Goods shall also be covered by a warranty with a period of the unexpired portion of the Warranty Period of the original Goods or for a period of ninety (90) days, whichever is the greater.

4. Provided that the Goods include part/equipment/installment/addition that Optibelt did not manufacture, the original manufacturer's warranty shall apply for that specific part. Optibelt's liability for such equipment shall not exceed the liability of the original manufacturer.

5. Except as provided for in these Conditions of Sale, any and all warranties or conditions, whether express or implied by statute, court decision, custom or howsoever, including but not limited to those of satisfactory quality or of fitness for a particular purpose, are hereby excluded.

6. The Customer shall inspect visually the Goods as soon as practicably possible after delivery and shall immediately give Optibelt written notice if it becomes aware of any missing or damaged parts,

or of any defect in the Goods. If the Customer becomes aware of any defect, within the Warranty Period, it shall immediately give Optibelt written notice including a detailed description of the defect and defective part. Any defective part returned by the Customer shall become Optibelt's property (if title had already been transferred to the Customer).

7. The express warranty set out in this section V is the only warranty given by Optibelt in respect of the Goods. It replaces and revokes any other warranties, implied by law or otherwise.

VI. Delivery of Non-Conforming Goods or Goods with Defective Title

1. Without prejudice to any exclusion or reduction of liability of the seller provided by law, the delivery of Goods shall be declared to not conform with the Contract provided the Customer could prove that, by taking into account the terms in section III., at the time the risk passes to the Customer, the packaging, quantity, quality or the description of the Goods is significantly different from the specifications laid down in the written order confirmation, or in the absence of agreed specifications, the Goods are not fit for the purpose which is usual in Indonesia. Changes in design, construction or material which reflect technical improvements do not constitute a lack of conformity with the Contract. Even if the Goods would have been non-conforming according to the legal requirements applicable in Indonesia, the Goods shall be deemed to conform with the Contract, to the extent that the legal requirements applicable at the place of business of the Customer do not impede the usual use of the Goods.

2. To the extent that the written order confirmation of Optibelt does not contain an explicit statement to the contrary, Optibelt is in particular not liable for the Goods being fit for a purpose which is not usual in Indonesia or for complying with the further reaching expectations of the Customer or for possessing the qualities of a sample or a model or for their compliance with the legal requirements existing outside of Indonesia, for instance in the Customer's country. Any assurance or guarantee required by the Customer must always be agreed to as such in the written order confirmation, also in subsequent dealings. Optibelt shall also not be liable for any non-conformity with the Contract occurring after the time the risk has passed to the Customer. To the extent that the Customer either himself or through third parties initiates the removal of non-conformities without the prior consent of Optibelt, Optibelt will be released from any liability.

3. The Customer is obliged vis-à-vis Optibelt to examine every single delivery comprehensively for any discoverable or typical lack of conformity with the Contract at the place of delivery or at the time Optibelt delivers the Goods to the shipper (for FCA incoterms) and moreover as required by law.

4. Without prejudice to any exclusion or reduction of liability of the seller provided by law, the Goods delivered shall be declared to have a deficiency in title provided that the Customer proves that the Goods are not free from enforceable rights or claims of third parties at the time the risk passes to the Customer. Without prejudice to further legal requirements, third parties' rights or claims founded on industrial or other intellectual property rights constitute a deficiency in title only to the extent that the rights are registered and made public in Indonesia. Irrespective of legal requirements applicable in Indonesia, title to the Goods is not defective, to the extent that the legal requirements applicable at the place of business of the Customer do not impede the usual use of the Goods.

5. The Customer is obliged vis-à-vis Optibelt to give notice to Optibelt of any lack of conformity with the Contract or any deficiency in title, and in any event directly and in writing at the latest 14 days upon the time of delivery of the Goods. Such notice has to be formulated in such a precise manner as to enable Optibelt

General Conditions of Sale for Indonesia Region



to effect remedy measures without need for further requests and to secure possible claims against Optibelt's suppliers and moreover as required by law. Optibelt's employees, commercial agents or other sales intermediaries are not authorized to accept notices or to make any statements concerning lack of conformity with the Contract or of title and its consequences.

6. Following due notice according to section VI. 5., the Customer can rely on the remedies provided by these Conditions of Sale. The Customer has no other rights or claims whatsoever and no claims of a non-contractual nature. In the event of notice not having been properly given, the Customer may only rely on remedies if Optibelt has fraudulently concealed the lack of conformity with the Contract or the deficiency in title. The Customer's remedies for deficiency in title are subject to the same statute of limitations as are the remedies for lack of conformity. Statements by Optibelt as to the lack of conformity with the Contract or as to the deficiency in title are for the purpose of explaining the factual position only, but do not entail any waiver by Optibelt of the requirement of proper notice.

7. The Customer is not entitled to remedies resulting from delivery of non-conforming Goods or Goods with a deficiency in title, insofar as the Customer is liable vis-à-vis third parties for conditions of the Goods or their fitness for a use which are not subject of the agreement with Optibelt, or if the Customer's claim is based on foreign law not in force in Indonesia.

8. To the extent that the Customer in accordance with the terms of these Conditions of Sale is entitled to remedies because of delivery of non-conforming Goods or Goods with defective title, it is entitled to demand delivery of substitute Goods or repair or to reduce the purchase price. The delivery of substitute Goods or repair does not lead to commencement of the limitation period. The reduction of the price for the Goods is limited to the damages suffered by the Customer. Further claims for performance are not available to the Customer. Irrespective of the Customer's remedies, Optibelt is always entitled in accordance with the provision in section III. 7. to repair Goods which do not conform with the Contract or to supply substitute Goods or to avert the Customer's remedies by giving the Customer a credit note of an appropriate amount.

VII. Rescission of the Contract

1. The Customer is only entitled to rescind the Contract provided the following conditions occur: (i) a default or breach by Optibelt, hence the Customer shall give prior written notice to Optibelt regarding the intention to rescind the Contract and a reasonable length for a remedy by Optibelt has expired to no avail; (ii) provided that the Customer requests delivery of substitute Goods, repair or other performance, the Customer shall not rescind the Contract during this request of substitute or repair period; (iii) without prejudice to point i and ii above, in any event the Customer chose to rescind the Contract, the Customer must give notice of rescission of the Contract within 14 days time in writing and to Optibelt directly.

2. Without prejudice to its continuing legal rights, Optibelt is entitled to rescind the Contract in whole or in part without compensation (i) if the Customer objects to the application of these Conditions of Sale, (ii) if the written order confirmation is received by the Customer more than 14 calendar days after its date of printing, (iii) if insolvency proceedings relating to the assets of the customer are applied for or commenced, (iv) if the Customer without providing a justifiable reason does not meet fundamental obligations due towards Optibelt or towards third parties, (v) if the Customer has provided inaccurate information regarding its credit worthiness, (vi) if the cover given by a credit insurer is reduced on grounds for which Optibelt is not responsible, (vii) if Optibelt through no fault of its own does not receive supplies properly or on time, or (viii) if for other reasons Optibelt cannot be expected to fulfill its obligations

by means which taking into consideration its own interests and that of the Customer as far as ascertainable and legitimate at the time of formation of the Contract, are unreasonable in particular in relation to the agreed counter-performance.

3. On rescission of this Contract, the Customer shall return any of the delivered Goods by placing it at the disposal of Optibelt, and Optibelt shall return to the Customer any part already paid on the price, after deduction of a reasonable amount of expenses for the delivery of the Goods and any costs incurred by Optibelt (including but not limited to Optibelt's technicians' man-hours and costs of intervention, and any legal expenses).

4. Termination of this Contract for whatever reason shall be without prejudice to any rights or obligations which may have come into existence prior to termination (for instance, any right to claim for breach), or which are agreed, or by their nature intended, to remain in force after such termination.

5. Termination of this Contract in accordance with its terms shall occur without the necessity to seek court order and both parties hereby agree to waive the application of Articles 1266 of the Indonesian Civil Code to the extent that it is not required to seek any approval from the court in order to effectuate the cancellation of this Contract.

VIII. Damages

1. On the basis of the Contract with the Customer or in consequence of the contractual negotiations carried on with the Customer, Optibelt is only obliged to pay damages in accordance with the following provisions:

- a) The Customer is required in the first instance to rely on other remedies and can only claim damages in the event of continuing deficiency. The Customer cannot claim damages as an alternative to other remedies.
- b) Optibelt is not liable for the conduct of suppliers or subcontractors or for damages to which the Customer has contributed. Neither is Optibelt liable for events of force majeure including without limitation natural or political events, acts of God, acts of state, industrial dispute, sabotage, accidents, terrorism, biological, physical or chemical processes or similar circumstances and which cannot be controlled by Optibelt with reasonable means. Moreover, Optibelt is only liable to the extent that the Customer proves that the executive bodies or members of staff of Optibelt deliberately or in circumstances amounting to gross negligence have breached contractual obligations owed to the Customer.
- c) In the event of liability Optibelt will compensate within the limits of lit. d) the losses of the Customer to the extent that the Customer proves that it has suffered an unavoidable loss caused by the breach of contractual obligations by Optibelt and foreseeable to Optibelt, at the time of the formation of the Contract in respect of the occurrence of the loss and its amount. Moreover, the Customer is required to mitigate any losses as soon as a breach of Contract is or ought to be known.
- d) In any event and under no circumstance shall Optibelt be liable for special, incidental, indirect or consequential damages including but not limited to loss of profits, reputation, revenues etc. incurred by the Customer or any third party. Moreover, the amount of damages for late or non-existent delivery is limited to 0.5 per cent for each full week of delay, up to a maximum of 5 per cent, and for other breaches of obligations is limited to an amount of 200 per cent of the value of the non-conforming part of the Contract. However, this subparagraph does not apply to gross negligence by the executive bodies or the management of Optibelt.
- e) For breach of contractual obligations owed to the Customer, Optibelt is obliged to pay damages exclusively in accordance with the provisions of these Conditions of Sale. Every reliance

General Conditions of Sale for Indonesia Region



on concurrent bases of claim, in particular of a non-contractual nature, is excluded. Equally excluded is any recourse against Optibelt's company organs, employees, servants, members of staff, representatives and/or those employed by Optibelt in the performance of its obligations on grounds of breach of contractual obligations owed by Optibelt.

- f) Insofar as the statutory period of limitation may not already have barred the claim, claims for damages brought by the Customer are excluded after six (6) months beginning with the rejection of the claim for damages by Optibelt.
2. Irrespective of Optibelt's continuing legal or contractual claims, the Customer is obliged to pay damages consisting of expenditures, losses, and interests, as stipulated under the Indonesian Civil Code and/or other prevailing regulations, of which the total amount of damages shall be calculated by Optibelt, in the event of:
 - a) Delay in payment.
 - b) Failure and/or late to take delivery of the Goods.
3. Within the bounds of what is legally possible as well as within what is usual in the trade, the Customer is in its commercial relationships with its clients obliged to limit its liability both in principle and in amount.

IX. Limitation of Liability for Goods

1. Optibelt's liability under these Conditions of Sale will be reduced by the amount of any contributory loss or damage to the extent caused by the act or omission of the Customer.
2. To the maximum extent permitted by law and notwithstanding any provision to the contrary in these Conditions of Sale, in any event, Optibelt's maximum total liability under each Contract (whether that liability arises under Contract, tort, equity, statute or otherwise) for any loss, damage or expense arising out of or in connection with the performance of the Contract, shall be limited to the purchase price paid by the Customer to Optibelt for Goods covered by that Contract and in no event shall Optibelt be liable for loss (whether direct or indirect) of profits, opportunity, revenue, goodwill, use, production, property, contracts, business or anticipated savings, corruption or destruction of data or for any special or consequential loss or damage whatsoever, even if Optibelt has been advised or informed of the possibility of such damages.
3. This Contract sets out the full extent of Optibelt's obligations and liabilities towards the Customer in respect of all matters dealt with in this Contract. In the event of a breach by Optibelt of any warranty or obligation under this Contract, the Customer's only remedies shall be those expressly provided for in this Contract.

X. Other Provisions

1. All Goods sold will be supplied under reservation of title. Title to all Goods delivered to the Customer remains with Optibelt until all outstanding and existing claims against the Customer arising from the business relationship with Optibelt have been paid in full. The allocation of risk as to price and performance is not affected by the reservation of title.
2. The Customer shall, without any demand being necessary, inform Optibelt if Optibelt has to observe any particular duties of reporting or registration or providing information or prior notification or retaining documents or any other requirements for access to market, under the provisions in force in the Customer's country or in the country where the Goods are to be used. Moreover, the Customer will monitor the delivered Goods in the market and inform Optibelt directly and in writing of any concern that the Goods might pose a risk to third parties.
3. In the case of late payment by the Customer, without prejudice to Optibelt's continuing claims, Optibelt is entitled unilaterally and without compensation to modify the Contract by reducing the

Customer's as well as its own contractual obligations. The reduction of contractual obligations applies solely to obligations of the Customer and of Optibelt which have not yet been performed at the time of the reduction and may only be made with the consequences that both the Customer and Optibelt have satisfied their contractual obligations and are not obliged to perform further. The reduction does not apply to performance already rendered nor to any remedies of Optibelt. Without prejudice to Optibelt's continuing claims, the Customer will indemnify Optibelt without limitation against all claims of third parties which are brought against Optibelt on the grounds of product liability or similar provisions, to the extent that the liability is based on circumstances which such as, for example, the presentation of the product were caused by the Customer or other third parties without express written consent of Optibelt. In particular, the indemnity also includes the reimbursement for expenses incurred by Optibelt and is granted by the Customer waiving further conditions or other objections, in particular without requiring compliance with control and recall obligations, and waiving any defence of limitation.

4. In relation to pictures, drawings, calculations and other documents as well as computer software, which have been made available by Optibelt in a material or electronic form, the latter reserves all proprietary rights, copyrights, other industrial property rights as well as know-how rights regardless whether they have been registered or not.
5. All communications, declarations, notices etc. are to be drawn up exclusively in Indonesian or English. Communications by means of fax or e-mail fulfill the requirement of being in writing.
6. Neither party shall be liable for non-performance or delay in performance of its obligations (except for any obligation to pay a sum of money) caused by events beyond its reasonable control, including (but not limited to) any act of war, terrorism, riot, civil commotion, revolution, blockade, embargo, fire, explosion, flood, adverse weather, other act of God, disease or shortage of any material, transport, electricity or other supply or any form of government (or other public authority) intervention, industrial dispute, strike, lock-out, sit-in, industrial or trade dispute or labour shortage. The date of performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of force majeure. If the event of force majeure continues for more than three (3) months, either party may terminate this Contract.
7. Both parties agree that this Contract and its contents are confidential, and that neither party will disclose any part of it or any business, financial or technical information relating to the quote, sale, installation, sale of the Goods without the other party's prior written consent. This restriction shall not apply to (i) information which is or comes into the public domain, (ii) information which was known to the receiving party prior to the disclosure and (iii) information developed by the receiving party wholly independently and without the benefit of the confidential information of the other party. If either party shares confidential information (of the other) with other companies within its group, it shall ensure that such other companies shall be subject to the same confidentiality obligations. This clause shall not affect any other confidentiality agreements between the parties.
8. The Customer shall not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights or obligations under this Contract in part or whole without the prior written consent of Optibelt. Optibelt may sub-contract the performance of any of its obligations under this Contract to any other company of the Optibelt Group, but shall remain primarily responsible to the Customer for the performance of any such obligations.

XI. General Basis of Contracts

1. The place of performance and payment for all obligations arising from the legal relationship between Optibelt and the Customer

General Conditions of Sale for Indonesia Region



is Indonesia. This provision also applies if Optibelt assumes the costs of money remittance, renders performance for the Customer somewhere else or payment is to be made in exchange of documents or Goods or in the case of restitution of performances already rendered. The agreement of Incoterms or clauses such as "delivery free ..." or alike do not entail any change of the above rule as to the place of performance. Optibelt is also entitled to require payment at the place of business of the Customer.

2. The formation of Contract, including agreements as to the jurisdiction of court and arbitrators, and the rights and obligations of the parties, also including pre-contractual and collateral obligations, as well as the interpretation are exclusively governed by the Indonesian law.

3. All contractual and extra-contractual disputes arising out of or in connection with contracts to which these Conditions of Sale apply, including any question regarding its existence or validity shall be referred to and finally resolved by arbitration in Singapore in accordance with the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of three (3) arbitrators to be appointed by the chairman of the SIAC. If the amount at dispute is less than EUR 100,000 there shall only be one (1) arbitrator. The language of the arbitration shall be English. Should the local laws of a country forbid the reference to a foreign institutional tribunal, then Optibelt shall have the right to determine the appropriate arbitral tribunal.

4. However, should Optibelt not opt to settle the dispute through the SIAC Rules, Optibelt is also entitled at its sole discretion to bring an action before the national courts of the supplier's place of business, or other courts having jurisdiction according to domestic or foreign law. The Customer is fully aware of and accepts of such actions taken by Optibelt.

5. If provisions of these Conditions of Sale should be or become partly or wholly ineffective, the remaining arrangements will continue to apply. The parties are bound to replace the ineffective provision with a legally valid provision, as close as possible to the commercial meaning and purpose of the ineffective provisions.

6. The Contract shall be executed in both Bahasa Indonesia and the English language which shall both be effective. In the event of any inconsistency between the Bahasa Indonesia and English language texts or should there be any dispute on the meaning or interpretation of certain provisions, the Bahasa Indonesia text shall prevail and the English language text will be deemed to be amended to conform with and to make the relevant English text consistent with the relevant Bahasa Indonesia text.

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