

PT. SCHOTT IGAR GLASS

GENERAL CONDITIONS OF SALE

The following conditions of sale of goods shall apply to all deliveries or services supplied by us the Seller, and shall render void any terms or conditions of the Buyer they conflict with these terms.

1. Definitions

In these Conditions:

“the Seller” means PT SCHOTT Igar Glass.

“the Buyer” means the person, firm or company purchasing the goods

“the Order” means the Buyer’s instructions to the Seller to supply Goods

“the Goods” means the subject to the order

“the Confirmation of Order” means the acceptance by Seller of the Order

“the Price” means the price for the Goods (exclusive of duties & taxes)

“the Contract” means the contract formed by the acceptance of the order

2. Acceptance of Order

2.1 An order is accepted by the Seller exclusively upon these Conditions of Sale and no other Conditions terms or other representations whatever referred to in negotiations or set out in the Order or otherwise shall be incorporated in the Contract unless Buyer and Seller expressly so agree in writing.

2.2 Cancellation & Amendment

Orders are not subject to cancellation. In case of Order cancellation, the Buyer must pay 100% from the order placed to the Seller if goods have been produced. The Buyer must pay 50% from the order placed to the Seller if goods have not been produced. In case of Order amendment, the Buyer should give written notice and only can be applied if accepted by the Seller.

3. Price

Unless otherwise stated, the Price is quoted Ex-Work.

4. Delivery

4.1 Any delivery date specified by the Seller shall be deemed an estimate only and the Seller shall not be liable for failure to deliver in accordance with that date nor for any damage or loss arising directly or indirectly out of any delay in delivery.

4.2 The Buyer shall not be entitled to refuse to accept the Goods because of late delivery.

4.3 Unless otherwise stated, place of fulfillment for delivery is at factory dock and upon delivery to the carrier all responsibility for and risk of loss or damage passes to the Buyer.

4.4 Any goods held at Buyer’s request shall be at his risk and expense and unless otherwise agreed the maximum storage shall be one month from date of delivery.

4.5 Where delivery is made by installments, each delivery shall be deemed for such purpose to be the subject of a separate contract and any failure by us in respect of any one delivery shall not entitle the Buyer to cancel the Order or any part thereof.

5. Payment

5.1 Unless otherwise specified in writing the place for fulfillment of payment is Indonesia and all amount shall be paid in Indonesia Rupiahs or the currency in which prices are quoted.

5.2 If the Buyer delays in making payment the Seller shall be entitled to charge interest on the sum due at the rate of 3% above the current Bank Indonesia rate from the date until the date of actual payment. Furthermore the Seller may at his option require payment in advance for any or all deliveries, suspend further deliveries or cancel the order in which case the Seller is entitled to adequate cancellation charges.

6. Risk and property

6.1 Risk in the Goods whether the Contract is expressed as carriage paid or otherwise shall pass to the Buyer on delivery.

6.2 Property in the Goods shall not pass to the buyer until payment in full has been received by the Seller for all the goods sold under the Contract and for all goods supplied by the Seller under any other contract and until that time the Buyer shall hold any Goods in a fiduciary capacity on the Seller’s behalf.

6.3 The Buyer shall not be prevented by the Seller’s reservation of title from selling or dealing in the ordinary course of business with any of the Goods but all such sales or dealing shall be made by the Buyer as agent for the Seller and the Buyer shall not attempt or purport to pledge or transfer the Goods in any way as security to any third party until title to them has passed to the Buyer in accordance with these conditions.

6.4 Any proceeds of sale of Goods sold by the Buyer pursuant to condition 6.3 shall be kept by the Buyer in a separate account.

6.5 The Seller shall be entitled at any time after a default has been made by the Buyer on any payment by the due date to require the Buyer by written notice to place at the Seller’ disposal any Goods to which title has been reserved by the Seller under these conditions and to pay over to the Seller any proceeds of sale in respect of Goods which have been sold by the agent for the Seller. Any action so taken by the Seller shall not prejudice the rights of the Seller either with respect to the Goods concerned or any other Goods or with respect to its action for the price.

6.6 The Buyer shall make such arrangements for storing and identification of the Goods as shall be satisfactory to the Seller.

7. Specifications

7.1 Unless otherwise agreed between Buyer and Seller, the base for quality acceptance is the last version of standard quality acceptance of SCHOTT Igar Glass. All data containing specifications of weights dimensions, qualities and the like which are contained in the Seller’s catalogue or other literature are hereby declared to be approximate only (or where tolerances prescribed, to be within those tolerances) as are also weights and dimensions of shipments.

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7.2 The Buyer shall inspect the Goods immediately upon delivery and shall within 90 days of delivery notify the Seller of any defect, damage shortage loss or other particulars by reason of which the Buyer alleges that the Goods do not conform with the Order of no such notice is received the Goods shall be deemed to have been supplied in accordance with the Order and to have been accepted by the Buyer.

7.3 Where the Buyer gives notice to the Seller under condition 7.2, it shall preserve the Goods intact and as delivered until final settlement of the complaint between Buyer and the Seller, during which period the Seller, its agents or servants shall be given access to the Buyer's premises to investigate the complaint.

7.4 If the Buyer fails to comply with condition 7.3, it shall be deemed to have waived all or any claims, actions or rights or remedies it may have in respect of the non-conformity of the Goods to the Order.

7.5 If upon inspection by the Seller, the Goods are found by it to be damaged short or otherwise not in conformity with the Order, the seller shall in its absolute discretion at its own expenses replace, sort out or take back the Goods and issue credit note with maximum value equal to the original invoice value.

7.6 Damage, shortage, loss or other non-conformity with the Order which is present only in a proportion of the goods or (where delivery is made by installments) in some only of the installments shall entitle the buyer to the remedies given by this condition only in respect of that proportion of those installments.

7.7 No condition or warranty is given or to be implied as to the wear or tear of the goods supplied or that they will be suitable for any particular purposes or for use under specific conditions notwithstanding that such purpose or conditions may be known or made known to us unless such warranty is specifically stipulated in our order acknowledgement.

8. Termination of the contract by the Seller

8.1 The Seller may terminate the contract forthwith by written notice to the buyer upon the happening of any of the following events : (1). Where full payment in respect of the Goods or any installment of the Goods has not been received by the Seller by the date specified as the date for payment in condition 5; (2). Where the Buyer being an individual commits any act of bankruptcy, or being a corporation goes into liquidation or appoints a receiver of all or any of its assets; (3). Where the buyer is in breach of any of these Condition of Sale; (4) Where the buyer is in breach of any other contract with the Seller.

8.2 The granting by the Seller to the Buyer of time or any other indulgence forbearance or concession shall in no way prejudice or constitute a waiver of the Seller's entitlement to enforce any of its rights under the contract except and to the extent that it shall constitute a variation of these conditions.

8.3 If the Seller terminates the order in accordance with this condition then without prejudice to any other rights the Seller may have, it shall be entitled to retain any advance payment made by the Buyer.

9. Confidentiality

All specifications (as explained in condition 7.1) supplied to one party to the Contract by the other in connection with the contract and all other material of a similar nature supplied for any other purpose whatsoever shall: (1) remain the property and copyright of the party supplying them and (2) be treated as confidential by the party supplied with them.

10. Assignment

The contract is personal to the Buyer who shall not assign or charge the benefit thereof without the Seller's express written consent.

11. Exclusion.

Except as provided in these conditions all other conditions warranties terms representations and statements whatsoever whether expressed or implied by statute custom or otherwise are hereby excluded.

12. Variation

After formation of the Contract any alterations amplifications modifications limitations or additions thereto must be agreed by the parties in writing.

13. Notices

Notices shall be made in writing and posted in a first-class pre-paid envelope to the Buyer's or Seller's address as shown respectively on the Order or failing those to the address at which the one party reasonably believes the other to be carrying on business.

14. Applicable Law

The Terms and Conditions and all Orders which apply to this Conditions shall be governed by the laws of Republic of Indonesia, provided however that the application of the United Nations Convention on Contracts for the International Sales of Goods shall be excluded.

15. Arbitration

Any disputes, controversies or differences which may arise out of the purchase Order or in connection with the execution of the same shall be solved in an amicable manner. If, however both parties fail to reach an agreement, the arbitration proceedings shall be carried out by Singapore International Arbitration Centre (SIAC) in Singapore, in accordance with the rules and regulations of the said Association. The award made pursuant to the said arbitration shall be final and binding upon both parties.

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