



TERMS AND CONDITIONS

1. GENERAL

1.1 In these terms and conditions, the following words have the meanings shown:

“Goods” means the goods manufactured by the Seller and purchased by the Buyer pursuant to the Contracts.

“Contracts” means all agreements, purchase orders, delivery orders and any other associated documents between the Seller and the Buyer for and in relation to the purchase of Goods from the Seller by the Buyer as amended and/or supplemented from time to time;

“Buyer” means the person, firm or company purchasing Goods; and

“Seller” means PT Hilti Nusantara, provided that for the purpose of Clause 11, the term of the Seller shall include its parent, subsidiary and/or affiliated companies, as the case may be.

1.2 Unless otherwise agreed, these terms and conditions shall be incorporated in all Contracts of the Seller to sell Goods and shall be the sole conditions under which the sale takes place. All other terms, conditions or other representations are excluded from the Contracts between the Buyer and the Seller including any terms and conditions which the Buyer may purport to apply under any order for Goods.

1.3 These terms and conditions shall prevail unless expressly varied in the Contracts which Contracts are signed by an authorised person of the Seller on behalf of the Seller.

1.4 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of the Seller shall be construed to vary in any way any of these terms and conditions unless otherwise agreed in accordance with Clause 1.3 above.

1.5 Any written quotation, estimate and/or advertised price for the Goods shall be an invitation to treat and no binding contract shall be created by placing an order on the Seller’s website or otherwise until the Seller has acknowledged the order to the Buyer either verbally or in writing.

2. PRICE

2.1 Subject to Clause 2.2 below, the price payable for Goods shall, unless otherwise stated by the Seller in writing and agreed on its behalf, be the price list of the Seller current at the date of dispatch and in the case of an order for delivery by installments. The price payable for each installment shall be the Seller’s current price list at the date of the dispatch of each installment.

2.2 Unless otherwise agreed, the Seller’s prices may be subject to variation to take account of variations in wages, materials or other costs since the date of the Seller’s quotation (or if no quotation is issued) the Buyer’s order. The Seller accordingly reserves the right to adjust the invoice price payable by the amount of any increase or decrease in such costs after the price is quoted and the invoice so adjusted shall be payable as if it were the original Contracts price.

2.3 All prices are exclusives of taxes and all other applicable duties. The Buyer shall be liable for all and any local taxes or charges in accordance with prevailing laws and regulations.

2.4 The Seller has the right to invoice the Buyer for the costs of any packaging, transportation (including expected delivery, special handling requirement and orders under certain limits) of

PT Hilti Nusantara

Gedung 111 GCS I Kawasan Komersial Cilandak
Jalan Raya Cilandak KKO I Jakarta 12075
Indonesia

T +6221 789 0065 | **F** +6221 789 0845

www.hilti.com



the Goods or any additional costs resulting from any other alteration made by the Buyer on or at the time of delivery or upon notification by the Seller that the Goods are awaiting collection. Any such additional costs may be invoiced by the Seller in [Rupiah] or such other currency as the Seller shall agree in writing.

3. FREIGHT

The delivery of Goods will be based on a FOB through any kind of transportation and in any location as determined by the Seller.

4. ADDITIONAL COSTS

The Buyer agrees to pay for any loss or extra costs above the quoted price for the Goods which are directly or indirectly incurred by the Seller through the Buyer's instructions or lack of instruction or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants or agents.

5. TERMS OF PAYMENT

5.1 All payments due under any Contracts must be made by the Buyer according to the pre-agreed payment term between the Buyer and the Seller. The Buyer shall not be entitled to exercise any set off, lien or any other similar right or claim.

5.2 If the Goods are delivered in installments, the Seller shall be entitled to invoice each installment as and when delivery thereof has been made and payment shall be due in accordance with Clause 5.1 above in respect of each invoice.

5.3 Any failure by the Buyer to either pay any due installment in accordance with these terms and conditions or failure to give delivery instructions in respect of any Goods shall cause the whole of the price for Goods already manufactured at the time of such a default, to become due forthwith without any notice.

5.4 Prompt payment shall be a condition precedent to future deliveries of the Goods due under any Contracts.

5.5 Without prejudice to any other rights it may have, the Seller is entitled to charge and to be paid interest at [5% above the current Bank of Indonesia rate] on any overdue payment of the price of the Goods or the price of any installments thereof.

6. DELIVERY

6.1 The period for delivery shall be the period within which the Goods are intended to be dispatched from the Seller's premises and shall be calculated from the date of the receipt by the Seller of the Buyer's order and the Buyer shall take delivery of the Goods within such period. If no period is stipulated by the Seller, then delivery will be such time after receipt of instructions as the Seller thinks reasonable.

6.2 All times or dates given for delivery of the Goods are given in good faith but without any responsibility on the part of the Seller. Time of delivery shall not be of the essence of any Contracts nor shall the Seller be under any liability for any delay beyond the Seller's control.

6.3 No liability for non-delivery, loss or damage to the Goods occurring post delivery or for any claim that the Goods are not in accordance with the Contracts will attach to the Seller, unless claims to that effect are notified in writing by the Buyer to the Seller (and in the case of claims for non-delivery, loss or damage with a copy to the carrier if the Seller's own vehicles have not been used to deliver the Goods);

PT Hilti Nusantara

Gedung 111 GCS I Kawasan Komersial Cilandak
Jalan Raya Cilandak KKO I Jakarta 12075
Indonesia

T +6221 789 0065 | **F** +6221 789 0845

www.hilti.com

- 6.3.1 within 3 days of delivery in the case of partial loss or damage of Goods in transit or delivery;
- 6.3.2 within 3 days of delivery of the Goods in the case of defective Goods; or
- 6.3.3 within 3 days of delivery for any other-non-compliance with the Contracts.
- 6.4 If the Buyer fails to give notice in accordance with Clause 6.3 above, the Goods shall be deemed to be in all respects in accordance with the Contracts and the Buyer shall be deemed to have accepted the Goods and shall be bound to pay for the same accordingly.
- 6.5 All requests for proof of delivery must be made within a period of 21 days following the date of the invoice.
- 6.6 The Buyer agrees that in the event of a valid claim for non-delivery, loss or damage to the Goods and/or non-compliance with the Contracts, the Seller may at its sole discretion either reprocess or replace the Goods at its own expense but shall then be under no further liability in connection with such non-delivery, loss, damage or non-compliance.
- 6.7 If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods have been notified as ready for delivery, the Seller may at its sole discretion store the Goods at the risk of the Buyer and take all reasonable steps to safeguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof.
- 6.8 The Seller shall have the right to make delivery by installments of such quantities of the Goods and at such intervals as it may decide. Any defect in any installment shall not be a ground for cancellation of the remainder of the installments and the Buyer shall be bound to accept further deliveries thereof.

7. RETURNS AND CANCELLATIONS

7.1 Terms and Conditions for Returns

- 7.1.1 All returns are subject to approval of the Seller. Restocking fee of 50% of Goods value applies for all returns.
- 7.1.2 Goods return shall only be accepted through the exchange of Goods with Goods of the same or higher values. If the Goods are exchanged with Goods of higher values, the Buyer shall pay the shortfall of payment in the price of such other Goods to the Seller.
- 7.1.3 Goods return is allowed for any transaction with Buyer to the extent such Buyer holds a tax registration code number (NPWP) in its name. The original NPWP will need to be presented to the Seller and the copy of which will need to be submitted to the Seller for the purpose of the return.
- 7.1.4 Goods return is accepted provided that written notification is received by the Seller within 3 (three) days after goods delivery and Goods are received by the Seller's warehouse within 4 (four) days of written notification.
- 7.1.5 Goods in the following conditions are not accepted for returns
- With expiry dates
 - Specially purchased or ordered
 - Not in original packaging
 - Damaged

PT Hilti Nusantara

Gedung 111 GCS I Kawasan Komersial Cilandak
Jalan Raya Cilandak KKO I Jakarta 12075
Indonesia

T +6221 789 0065 | **F** +6221 789 0845

www.hilti.com

- Rusty
- Chemical products.

7.1.6 Goods return can also be conducted if the Goods which are delivered to the Buyer do not accord with the purchase order. In such case, the Seller shall exchange the Goods in accordance with the purchase order without imposing any additional charge on the Buyer.

7.2 Purchase Order Cancellations

7.2.1 In the event of purchase order is cancelled, the seller entitles to charge cancellation fee 30% for the value of purchase order cancelled. A purchase order shall be deemed cancelled if the Buyer does not provide a Goods delivery instruction within 3 (three) months as of the date of the purchase order.

7.2.2 If a purchase order is cancelled, any down payment which has been paid by the Buyer shall be non-refundable and accordingly become the property of the Seller.

7.2.3 In the event the Buyer has issued a delivery order and/or the Seller has delivered the Goods to the Buyer, the purchase order cannot be cancelled.

8. PASSING OF TITLE AND RISK

8.1 From the date of delivery to the Buyer, the Goods shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance, but unless otherwise expressly agreed in writing the Goods shall remain the property of the Seller until all payments due to the Seller from the Buyer under the Contracts have been made in full unconditionally and credited to the Seller's account. Whilst the ownership of the Seller continues the Buyer shall keep the Goods separate and identifiable from all other Goods in its possession as fiduciary agent for the Seller.

8.2 In the event of any resale by the Buyer of the Goods the beneficial entitlement of the Seller shall attach to the proceeds of the sale or other disposition thereof, so that such proceeds or any claim thereof shall be assigned to the Seller.

8.3 In the event of failure to pay the price in accordance with the Contracts, the Seller shall have the power to re-sell the Goods, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purpose the Seller and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer to remove the Goods.

8.4 Pending payment of the full purchase price of the Goods, the Buyer shall at all times keep the Goods comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business for which the Goods are for the time being used in an amount at least equal to the balance of the price for the same time to time remaining outstanding. The policy shall bear an endorsement recording the Seller's interest and shall be produced to the Seller on request.

9. WARRANTIES

9.1 All Goods are sold with the benefit of and subject to the conditions of the warranty supplied with them, which is available for inspection on request.

9.2 Nothing herein or in any warranty given by the Seller shall impose any liability upon the Seller in respect of any defect in the Goods arising out of the acts, omissions, negligence or default

PT Hilti Nusantara

Gedung 111 GCS I Kawasan Komersial Cilandak
Jalan Raya Cilandak KKO I Jakarta 12075
Indonesia

T +6221 789 0065 | **F** +6221 789 0845

www.hilti.com

of the Buyer, its servants and agents, including without limitation any failure by the Buyer to comply with any recommendations of the Seller as to storage and handling or use or servicing of the Goods, use of the Goods with other goods or other misuse of the Goods or accident or fair wear and tear of the Goods.

- 9.3 The Seller shall not be liable for any damages, losses, costs or expenses of any type whatsoever and however arising from or in any way connected to or with the installation of the Goods by the Buyer or any of its employees, agents or contractors. The Buyer hereby indemnifies the Seller against all actions, costs, charges, losses, damages and expenses which the Seller may incur or sustain by reason of any action brought by any third party relating in any way to the installation of the Goods.
- 9.4 Except as provided for in these conditions, any warranties (whether express or implied by statute or common law or howsoever), including without limitation those of satisfactory quality or of fitness for a particular purpose even if that purpose is made known expressly or by implication to the Seller, are hereby excluded.

10. BUYER'S RESPONSIBILITY

- 10.1 The selection of the Goods suitable for the Buyer's purposes depends on a range of factors. These factors include, but are not limited to, on-site conditions or other circumstances of the proposed application of the Goods known only to the Buyer. The Buyer is solely responsible for satisfying itself that the data supplied to the Seller on which information or recommendations made by the Seller are based is correct and that any assumptions made by the Seller to supplement that data are suitable for the Buyer's purposes.
- 10.2 The Seller accepts no responsibility of any nature whatsoever for information or advice it supplies, where any data supplied by the Buyer is incorrect or where any assumption which the Seller has made is unsuitable for the Buyer's purposes. The Buyer is encouraged to raise with the Seller any questions it may have.

11. LIABILITY

- 11.1 The Seller shall not be liable (whether or not the Seller has been advised of the possibility of such loss) in contract, tort, negligence or otherwise however arising for any claim, damage, loss or costs in respect of:
- 11.1.1 any losses special to the Buyer, any direct loss of profits, any direct loss of turnover and/or any direct loss of revenue; and
- 11.1.2 any indirect or consequential loss or damage howsoever caused including without limitation any losses special to the Buyer, any loss of profits, loss of turnover, loss of revenue, loss of business and/or loss of data and for the avoidance of doubt, the sub-clauses in this Clause 11.1 are intended and agreed by the Buyer to be severable.
- 11.2 The aggregate liability of the Seller (whether in contract, tort, negligence or breach of statutory duty or otherwise) to the Buyer for any loss or damage shall be limited to the price of the Goods.
- 11.3 The Buyer shall be liable for and shall indemnify the Seller against any and all expenses, loss, liability or proceedings suffered by a third party arising as a result of or in connection with any act, omission, negligence, and/or breach of these terms and conditions or otherwise through the default of the Buyer.
- 11.4 The Seller makes no representation or warranty that the use of the Goods does not infringe the rights of any third party and the Seller accepts no liability in this respect.

PT Hilti Nusantara

Gedung 111 GCS I Kawasan Komersial Cilandak
Jalan Raya Cilandak KKO I Jakarta 12075
Indonesia

T +6221 789 0065 | **F** +6221 789 0845

www.hilti.com

12. DEFAULT OR INSOLVENCY OF BUYER

12.1 In the event that:

12.1.1 the Buyer shall be in breach of any of its obligations under the Contracts;

12.1.2 any distress or execution shall be levied on the Buyer's property or assets; or

12.1.3 if the Buyer (an individual or partnership) shall make or offer to make any voluntary arrangement or composition with its creditors or become bankrupt or if any bankruptcy petition be presented against him;

12.1.4 (if the Buyer is a company) has an administrative receiver or administrator appointed or makes a voluntary arrangement with its creditors or commences to be wound up; or

12.1.5 otherwise if the Buyer fails to pay its debts as and when they fall due; or

12.1.6 such equivalent event in Clauses 12.1.1 to Clause 12.1.5 occurs to the Buyer in its local jurisdiction;

the Seller at its discretion and without prejudice to any other right or claim may by notice in writing forthwith determine wholly or in part any and all of the other Contracts between the Seller and the Buyer or may (without prejudice to the Seller's rights subsequently to determine the Contracts for the same cause should it so decide) by notice in writing suspend further deliveries of Goods.

13. FORCE MAJEURE

The Seller shall be entitled to delay or cancel delivery or to reduce the amount of the Goods delivered if it is prevented from, hindered or delayed in manufacturing, obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including, but not limited to, strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply.

14. WAIVER

The waiver by the Seller of any right or the failure by the Seller to exercise any right or to insist on the strict performance of any provision of these terms and conditions shall not operate as a waiver of, or preclude any further exercise or enforcement of any other right or provision of these terms and conditions.

15. SEVERABILITY

15.1 Each provision of these terms and conditions is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If in any particular case any of these terms and conditions shall be held to be invalid or shall not apply to these terms and conditions, the other terms and conditions shall continue in full force and effect.

16. ASSIGNMENT

The Buyer may not assign, sub-contract or in any way dispose of its rights or obligations under these terms and conditions without the prior written consent of the Seller.

PT Hilti Nusantara

Gedung 111 GCS I Kawasan Komersial Cilandak
Jalan Raya Cilandak KKO I Jakarta 12075
Indonesia

T +6221 789 0065 | **F** +6221 789 0845

www.hilti.com

17 NOTICES

- 17.1 Any notice required to be served under these terms and conditions shall be served on the Seller at its registered offices in Indonesia or such other address as the Seller may from time to time notify to the Buyer and on the Buyer at the address notified to the Seller in its registration application by first class post, registered air mail or by email or facsimile. The Buyer is responsible for notifying the Seller in writing of any change of address, email address or fax number from those in the Buyer's registration application.
- 17.2 Any such notice served by post shall be deemed to have been served in the case of a destination in Indonesia two days after the date of dispatch and seven days after the date of dispatch to any other destination. In the case of service by email, when the email is available to read in the recipient's inbox and in the case of facsimile when the addressee's machine acknowledges receipt thereof provided that a copy of the notice or communication is also put into the post in accordance with Clause 18.1 within 24 hours following dispatch of the initial version.

18. FAIR COLLECTION NOTICE

- 18.1 The Seller may process all the details it obtains from the Buyer to enable the Seller to do business with the Buyer and for the specific purpose of selling the Goods to the Buyer. The Seller may also request further information from third parties with the Buyer's consent for example, credit reference agencies.
- 18.2 Any information gathered will only be used in the context of the business the Seller conducts for the Buyer and for any other purpose required for the fair processing of the Buyer's data. The Buyer may notify the Seller to cease processing to the data if it is unhappy with the way the Seller uses the Buyer's personal data or wishes the Seller to cease using any data which the Buyer has voluntarily given to the Seller.
- 18.3 The Seller may disclose the Buyer's personal data as required by law, including but without limitation, to prevent a crime, discharge a statutory duty or as required by a court order in the context of legal proceedings or to any third parties who process personal data on the Seller's behalf, such as computer maintenance companies and any group company within the Seller's organization.

19. GOVERNING LAW

- 19.1 These terms and conditions shall be construed and operated in accordance with the laws of the Republic of Indonesia.
- 19.2 All disputes arising from or in connection with these terms and conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved and decided by the [District Court of South Jakarta (*Kantor Panitera Pengadilan Negeri Jakarta Selatan*)] [Indonesian National Arbitration Board (BANI) in accordance with the administrative and procedural Rules of Arbitration ("BANI Arbitration Rules") by arbitrators appointed in accordance with the BANI Arbitration Rules. The BANI Arbitration Rules are hereby deemed to be included as an inseparable part of these terms and conditions by reference to this Clause 19.
- 19.3 All communications in the course of and during the arbitration process and proceedings shall be in the [English] language.

PT Hilti Nusantara

Gedung 111 GCS I Kawasan Komersial Cilandak
Jalan Raya Cilandak KKO I Jakarta 12075
Indonesia

T +6221 789 0065 | **F** +6221 789 0845

www.hilti.com



- 19.4 The Board of Arbitration shall render its award applying strict rules of law and principles consistent with the explicit terms of these terms and conditions.
- 19.5 The award of the arbitrator or the Board of Arbitration shall be final and binding on the Parties. The Parties hereby irrevocably and unconditionally exclude any right of application or appeal to any Court in any jurisdiction whatsoever in connection with any question arising in the course of any arbitration or in respect of any award made. The costs of any arbitration shall be borne in accordance with the determination of the Board of Arbitration.
- 19.6 For the purposes of enforcing any arbitration award in Indonesia only, each of the Parties hereby irrevocably elects domicile at the Clerk's Office of the District Court of Central Jakarta (*Kantor Panitera Pengadilan Negeri Jakarta Pusat*), without prejudice to any Party's right to commence proceedings in respect of the enforcement of the arbitral award in any other Court whether within or outside Indonesia having jurisdiction over any other Party or any of its assets.]
- 19.7 The Parties hereby agree to waive the operation of Article 1266 of the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata) such that the approval of an Indonesian Court shall not be required to terminate these terms and conditions.

PT Hilti Nusantara

Gedung 111 GCS I Kawasan Komersial Cilandak
Jalan Raya Cilandak KKO I Jakarta 12075
Indonesia

T +6221 789 0065 | **F** +6221 789 0845

www.hilti.com