

GENERAL TERMS AND CONDITIONS of SALES

SURTECO Pte Ltd and PT. Doellken Bintan.

Valid from Jan 1, 2021 until further notice

1. Purchases Controlled by these Terms and Conditions. All sales to Buyer by SURTECO PTE Ltd. and PT. Doellken Bintan as applicable ("SURTECO"), shall be made by SURTECO and accepted by Buyer on the provisions of these Terms and Conditions.
2. No Duty to Do Business. SURTECO reserves the right to not do business with Buyer at any time, and for any reason, and assumes no duty to sell to Buyer.
3. SURTECO's Right to Sell or Use Products. SURTECO reserves the right to make, sell and/or compete with Buyer with products similar to, or the same as, products sold to Buyer.
4. Acceptance of Orders. All orders are subject to acceptance and approval by SURTECO.
5. Processing of Orders. SURTECO reserves the right to charge Buyer costs incurred from order cancellations or changes, and to consider additions as separate orders.
6. Backorders. When SURTECO is unable for any reasons to make a complete shipment of any order, SURTECO reserves the right to make partial shipments and to submit invoices for such partial shipments. Back orders will be filled at prices and terms governing the complete original order.
7. Price Changes. All prices quoted from time to time by SURTECO are subject to change by SURTECO without notice up to time of shipment.
8. Prices Exclude Taxes. Buyer agrees to pay any such taxes applicable to the sale or use of the products or, in lieu thereof, Buyer shall provide SURTECO with a tax exemption certificate acceptable to the relevant taxing authorities. Buyer shall promptly reimburse SURTECO for any tax advanced or paid by SURTECO with respect to such products.
9. Title to Goods. Title to goods passes to Buyer when SURTECO receives full payment, however, risk of loss passes to Buyer at the time of shipment.
10. Shipping. All shipments are Ex Works SURTECO Factory, EXW Incoterms 2020 rules. Unless otherwise agreed. Separate additional charges for shipping and handling will be shown on invoices.
11. Credit Terms. Credit terms are, at the option of SURTECO, either T/T in advance or net 30 days, unless otherwise stated in writing by SURTECO. Buyer agrees that all invoices unpaid, in whole or in part, within terms will be subject to a service charge of 2% per month (24% per year) or the maximum rate permitted by applicable law. Any credit terms given are subject to credit insurance cover approval by external party.
12. Product Specifications. SURTECO makes and sells products ordered by Buyer subject to reasonable tolerances set by SURTECO from time to time. SURTECO is not in any way liable for reasonable commercial variations in finish, weight and color. No condition, warranty or stipulation is made in respect of color stability of plastics due to solar effects from weather or other atmospheric conditions. SURTECO reserves the right to exceed/miss order quantities for custom production items by plus/minus 10 per cent and charge according to the variance.
13. Limited Warranty. Products manufactured by SURTECO are warranted to the Buyer to be free of defects in material and workmanship for a period of six (6) months from date of purchase from SURTECO. SURTECO's sole responsibility and liability and Buyer's sole and exclusive remedy for any breach of the foregoing limited warranty shall be the repair or replacement of the defective Product or refund of the purchase price at SURTECO's option. Products, which are sold by, but not manufactured by, SURTECO, are subject to the warranty provided by the manufacturer of said products and are not warranted by SURTECO. THE LIMITED WARRANTY GIVEN IN THIS SECTION IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED ON THE PART OF SURTECO. SURTECO DISCLAIMS ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. Claims. If Buyer believes there is a defect with products sold by SURTECO to Buyer, Buyer must (i) immediately notify SURTECO of such defect, (ii) cooperate fully with SURTECO's investigation of the

alleged defect, and (iii) comply in full with all shipping and return policies established by SURTECO from time to time.

15. Returns. No merchandise will be accepted by SURTECO as a return unless such return is authorized in writing by SURTECO.
16. Limited Liability. If there exists a defect with any Product sold by SURTECO to Buyer covered by the above limited warranty, SURTECO's liability shall be limited to repairing or replacing at SURTECO's option, EX Works, EXW SURTECO's factory/warehouses or authorized service station, the defective product in question or at SURTECO's option refund of the purchase price. SURTECO will not be liable for any costs of removal, installation, transportation, or any other charges, which may arise in connection with a warranty claim. SURTECO will not be liable for damage or wear to products caused by abnormal operating conditions, accident, abuse, misuse, unauthorized alteration, or repair, or if the product was not installed in accordance with SURTECO's printed installation and operating instructions. Buyer's sole and exclusive remedy pursuant to any claim of any kind, including but not limited to any warranty obligations, express or implied, or a claim in contract, negligence or strict, liability, against SURTECO or any of SURTECO's affiliates, shall be limited to the limited liability of SURTECO to repair, replace or refund the purchase price described in this section. SURTECO shall not be held responsible for damage to person or property, any consequential loss, special damage, loss of profit, losses on goods in store or the like, irrespective of the cause, including causes which arise out of or connected with these terms and conditions or from the performance or breach of the terms hereof, or from the design, manufacture, sales, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any product or part thereof covered by these terms and conditions or sold to Buyer by SURTECO.
17. Indemnity. Buyer agrees to indemnify SURTECO (including without limitation its directors, officers, employees, agents, and contractors) from liability for damage to persons or property resulting from the use of product in manufacturing processes, or in combination with other substances, or otherwise. Buyer represents to SURTECO that it has used its own independent skill and expertise in connection with the selection and use of the product, and that it possesses skill and expertise in handling, storage, transportation, treatment, use and disposal of the product.
18. Time Frame for Bringing Action. Any action for breach of warranty, condition or defect must be commenced within one (1) year of date of delivery.
19. Intellectual Property. Buyer agrees not to appropriate, copy, use or disclose to third parties any of SURTECO's proprietary trade secrets, such as plans, specifications, drawings, samples, tools, dies, models, or manuals. Buyer shall not file for patent, trademark, service mark or copyright protection for any of SURTECO's products.
20. Future Documents. These terms and conditions contain the entire provisions governing the purchase of products by Buyer from SURTECO. Any additional, different, or inconsistent term or condition contained in any form of purchase order, notice, acceptance, or confirmation used by Buyer or submitted by Buyer to SURTECO in connection with the purchase of any materials from SURTECO will be of no force or effect whatsoever and these terms and conditions shall govern the sale of goods sold to buyer notwithstanding that a purchase order or a document used in a sale contains terms in contradiction of these terms and conditions. These terms and conditions may be amended or modified only by a written instrument separately signed by Buyer and SURTECO. No agent, salesman, or distributor has any authority to obligate SURTECO by any terms, stipulations or conditions not herein expressed.
21. Binding Upon Successors and Assigns. These Terms and Conditions shall be binding upon any successor or assign, by merger, acquisition or otherwise, of Buyer.
22. Governing Law. Any suit relating hereto, with respect to SURTECO Pte Ltd, must be filed in the courts in the Republic of Singapore. With respect to PT Doellken Bintan, these Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Indonesia.

23. Waiver. If, on any occasion, SURTECO waives any term or condition, this waiver is not to be construed as a continuing waiver and any waiver by SURTECO must be in writing, signed by an authorized officer of SURTECO.
24. Force Majeure. All orders are accepted subject to delays in delivery caused by fires, floods, accidents, embargoes, labour disputes, failure of suppliers to deliver goods, material shortages or any other contingencies beyond the control of SURTECO.
25. Severability. If any provision of these Terms and Conditions or the application thereof to any person or circumstance is held invalid to any extent, then the remainder of the Terms and Conditions or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of these Terms and Conditions shall be valid and enforced to the fullest extent permitted by law.
26. Headings. The headings for each paragraph are for convenience of reference only and shall not be deemed a part of these Terms and Conditions.
27. Attorney Fees. In the event of any controversy or claim with respect hereto, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, whether suit or other proceeding is commenced or not, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings or in bankruptcy (including without limitation any adversary proceeding or contested matter in any bankruptcy case).

In case of any questions related to our terms and conditions please contact us at SURTECO Asia Head Office:

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