



INTERNATIONAL SALES AGREEMENT

THIS AGREEMENT made this 13th day of February, 2019 by and between Patterson Pump Company, hereinafter referred to as the "COMPANY", and PT. Ragam Teknik Namora, hereinafter referred to as the "REPRESENTATIVE".

TERMS OF AGREEMENT

The Company assigns to the Representative the right to sell the products specified in Exhibit 1 (hereinafter referred to as the "PRODUCTS"), within the Territory described in Exhibit 2 (hereinafter referred to as the "TERRITORY").

1. LAW

- (a) This Agreement is governed by and interpreted according to the Laws of the State of Georgia, U.S.A. and shall be considered made in Georgia.
- (b) The failure of either party to enforce the provisions of this Agreement shall not be interpreted as a waiver of the provisions or of the right to enforce the provisions.

2. TERRITORY AND SCOPE OF OPERATION

- (a) The Company grants to the Representative the right to sell, within the Territory, to any purchaser which is not excluded from this Agreement.
- (b) This Agreement prohibits any and all sales to any competitive manufacturer or supplier, or its direct branches, representatives or representatives, without the express written permission of the Company.

3. PRODUCTS, EQUIPMENT AND SERVICES

- (a) The Products included under this Agreement are set forth in Exhibit 1. The Company reserves the right, at any time, to discontinue the manufacture or supply of any Product.
- (b) All Products will be distributed on the basis of territory. Products included above may be sold only in the Territory listed in Exhibit 2 of this Agreement.

4. COMMISSIONS / PAYMENTS

4.1 Commissions

- (a) The Company agrees to pay the Representative a negotiated commission on all sales, allowed by this Agreement, within the Territory.
- (b) Commissions shall be computed on the net amount of the invoice; after deductions for trade discounts, freight, sales taxes, C.O.D. charges, insurance, etc.
- (c) Payments of commissions will be made monthly on all full amounts collected. No commission will be paid until after the Company has been paid.
- (d) The Company will render monthly statements showing all credits and debits and any and all monies paid to the Representative as commission during this period.

4.2 Payments

- (a) On orders placed directly by the Representative with the Company, payment shall be secured by an Irrevocable Letter of Credit opened in accordance with the instructions contained in Exhibit 3 of this Agreement.

5. INQUIRIES AND QUOTATIONS

- (a) The Company will forward to the Representative a copy of all inquiries received from the Territory along with a copy of any acknowledgment the Company may deem proper.
- (b) The Representative will promptly provide the Company with a copy of any and all quotations made. All quotations are subject to approval or rejection by the Company. The Representative will in no case bind the Company in these matters, unless specifically authorized in writing. All quotations will be made subject to Exhibit 4 of this Agreement, the Company's Standard Terms and Conditions.
- (c) All inquiries received by the Representative from outside the Territory will be immediately dispatched to the Company for proper processing.
- (d) Payment Terms for Products quoted or sold under this Agreement shall be Irrevocable Letter of Credit opened in accordance with the instructions contained in Exhibit 3 of this Agreement.

6. ACCEPTANCE OF ORDERS

- (a) All orders are to be in writing and in favor of the Company, and when received by the Representative will be forwarded promptly to the Company. The orders must be accompanied by all information and data necessary for the Company to have in considering the acceptance and approval of the order. A copy of all orders received directly by the Company will be forwarded to the Representative.
- (b) All orders are subject to acceptance or rejection by the Company. The Company reserves the right to refuse any business for any reason which in the considered judgment of the Company is sufficient grounds for refusal.
- (c) The Representative will be responsible for any and all broker charges, customs duties, clearance fees or tax liabilities at point of importation

7. ADDITIONAL OBLIGATIONS OF THE REPRESENTATIVE

- (a) The Representative agrees that he will not during the life of this Agreement nor for five (5) years thereafter manufacture, assist or encourage any other party to manufacture any article or product similar to any article or product as sold by the Company, nor will he at any time use the Company's confidential information, pricing, drawings, engineering data, or designs in such a way as to be injurious, detrimental or competitive to the Company.
- (b) The Representative agrees not to enter into any agreement for the pooling and dividing of commissions with competitors, or Representatives thereof.
- (c) The Representative agrees to carry full liability insurance on all vehicles, or other transportation or conveying equipment under his employ and to hold the Company harmless from responsibility arising there from.
- (d) The Representative shall undertake to provide the premises required to run his business with his own staff, exercise all reasonable care and diligence, and be entitled to make use of the services and technical expertise of the Company as and when required.
- (e) The Representative agrees to perform all work necessary to execute contracts locally for promoting and marketing the Products, make available suitable storage areas, open new distribution centers as may be necessary, and provide local services within the Territory. The Representative shall, in the performance of the Contract, be entitled to use the Company's trademark, but without any additions or modifications. He shall also exert his best efforts to make such trademark known throughout the Territory.

- (f) All service work performed by the Representative or his personnel will be the sole responsibility of the Representative unless authorized by the Company.
- (g) All expenses for the operation of the Representative's office and activity will be borne by the Representative, and he will be solely responsible for the payment of same. The Representative is solely responsible for his own salesman and representatives and for their acts.
- (h) The Representative will have no authority to vary, alter, enlarge, or limit orders and contracts of sale, or to make representations or guarantees not therein stated. The Representative will have no authority to bind the Company to any contract of employment, or to receive monies payable to the Company. The Representative will have no authority to endorse the Company's checks, or commercial paper, or to carry bank accounts in the name of the Company.

8. DURATION OF AGREEMENT

- (a) This Agreement will continue in full force and effect for three (3) years from the date of its execution, but may be terminated during such period, without show of cause, by either party upon thirty (30) days advance written notice to the other party.
- (b) If not so terminated by either party, this Agreement shall automatically renew itself from year to year.

9. NON-ASSIGNMENT OF AGREEMENT

- (a) All obligations of the Representative hereunder are not subject to assignment or delegation without the prior written consent of the Company.

10. RIGHTS UPON TERMINATION OF THIS AGREEMENT

- (a) Cancellation or termination of this Agreement for any reason or modification thereof by amendment will not void the liability of the Company to the Representative for commissions with respect to orders accepted by the Company prior to the effective date of such termination or modification, regardless of when shipments are made or invoices rendered. All orders in the process of negotiations, however which have not yet been accepted by the customer and transmitted on to the Company, are automatically eliminated from the payment of commission thereon. All bonafide orders that have been placed in transmission to the Company and which for lack of time have not yet been rejected or approved by the Company, will be subject to commission payment when and if approved and shipped to the customer. Orders shall be deemed in transmission to the Company when deposited in U.S. mails, sent via electronic mail, or sent via facsimile by customer or Representative.

- (b) Upon termination, all trade names, patents, designs, drawings, technical data, advertising and sales aids, will be returned to the Company by the Representative as directed by the Company. The Representative will not make or retain copies of any confidential items or information with which he may have been entrusted.

11. EXPORT CONTROL REGULATIONS / CORRUPT PRACTICES

- (a) The COMPANY is a global company which operates in the United States the COMPANY is governed by the U. S. export rules and regulations regarding the export and/or re-export of products, spare parts, accessories, training materials, and technical data. It is the policy of the COMPANY that under no circumstances, will sales be made contrary to U. S. Export control laws and regulations or the policies and procedures of the COMPANY'S Export Management and Compliance Program.
- (b) The COMPANY is also subject to the U. S. Foreign Corrupt Practices Act and the U. K. Bribery Act of 2011 both of which make it illegal to offer or promise to make payments, gifts or anything of value with a corrupt motive, directly or indirectly, to a foreign government official or any other person acting as an intermediary for payments to foreign officials, in order to assist in obtaining or retaining business, or to secure an improper advantage.
- (c) NOW THEREFORE, all of the COMPANY'S contracted Distributors, OEM's and Sales Representatives are likewise bound to these obligations the same as the COMPANY and by signing this Amendment agree to fully do so.

12. GENERAL CONDITIONS

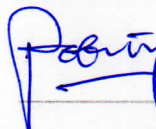
- (a) Wherever in this Agreement the term "By Written Notice" is used to indicate a means of notification from one party to the other, it is understood to be via international package delivery service (i.e., FedEx, UPS, DHL, etc.), via electronic mail, or via facsimile by customer or Representative.
- (b) There are no understandings not contained in this Agreement and its Exhibits; and this Agreement supersedes and cancels any and all previous contracts, arrangements, or understandings that may have existed or may exist between the parties, but does not affect any rights that may have occurred or may occur to either party there under.
- (d) It is understood and agreed that the Company and the Representative are independent contractors and free representatives and that neither will exercise any control over the activities of the other.

IN WITNESS THEREOF, the Company has caused this Agreement to be signed by a duly constituted individual, or officer, and has caused its seal to be hereunder affixed, and the Representative has hereunto set the hand of its duly authorized Representative, or officer, and set or affixed its seal, the day and year first above written.

**REPRESENTATIVE:
PT. RAGAM TEKNIK NAMORA**

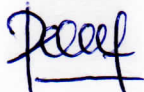
By:

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Name:


Roberto Nainggolan

Title: Director

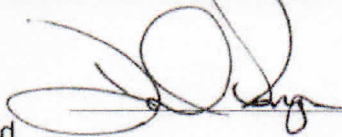
Date: 14 February 2019

Witness: 
Roin Nainggolan

**COMPANY:
PATTERSON PUMP COMPANY**

By:

Printed
Name:


Kerby Pope

Title: International Sales Manager

Date: 13 February 2019

Witness: 

