

| | | | |
|---------------------|---|-------------|-----|
| Requested By & Dept | : | TEDY | PUR |
| Date | : | 26-Apr-2021 | NEW |
| SAP Entry By & Dept | : | | |
| Entry Date | : | 26-Apr-2021 | |

NEW VENDOR FORM

PURCHASE DATA

| | | |
|-------------------------|---|---|
| COMPANY CODE | : | IBB |
| PURCHASING ORGANIZATION | : | IBB |
| ACC. GROUP | : | Domestic – Spares & Consumable |
| TITLE / NAME | : | MISAN HENDRAWAN |
| ADDRESS | : | KAMPUNG GALIAN RT 01/ RW01 DESA SUKAKERTA, KECAMATAN SUKAWANGI KABUPATEN BEKASI |
| CITY & POSTAL CODE | : | BEKASI |
| COUNTRY | : | ID INDONESIA |
| LANGUAGE | : | ENGLISH |
| BUSSINESS CURRENCY | : | IDR |
| TELEPHONE | : | 021-6232-0945 |
| FAX | : | |
| EMAIL | : | zanhendrawan@gmail.com |
| CONTACT PERSON | : | |
| A.NAME | : | BPK MISAN |
| B.MOBILE PHONE | : | 081321998425 |

FINANCE DATA

BANK INFORMATION

| | | |
|---------------|---|------------------------|
| TAX NUMBER | : | |
| BANK NAME | : | BANK MANDIRI |
| BANK ACCOUNT | : | 156-00-1429010-2 |
| BANK BRANCH | : | KCP BEKASI BULAK KAPAL |
| NAME IN CHECK | : | MISAN HENDRAWAN |
| SWIFT CODE | : | |

PAYMENT AND ACCOUNT

| | | |
|----------------------|---|--|
| RECON.ACCOUNT | : | Domestic-Spares&Cons |
| PAY TERMS METHODS | : | Credit 7 days After Receipt |
| PAYMENT METHODS | : | |
| A.OUTGOING | : | CDCOB * Pls don't fill anything for OUTGOING |
| B.INCOMING | : | Credit Purchase |
| WITHHOLDING TAX TYPE | : | PPH 23 on Invoice |
| CURRENCY | : | INDONESIAN RUPIAH |
| INCOTERMS | : | Franco Franco |
| LOCATION | : | FRANCO PT ISPAT BUKIT BAJA |

AUTHORIZATION APPROVAL

| | | |
|---------------|--------------|---------|
| PURCHASE DEPT | FINANCE DEPT | IT DEPT |
| | | |

* Note : Pls Check before submitting to IT, Data will be entered into SAP as provided above.



- PUR/ R/ 01 -

Plant : Jln.Perjuangan NO.26 RT. 002 RW. 09,MARGAMULYA - BEKASI UTARA, JAWA BARAT, 17142, Indonesia

Telp : (62)-21-884-0519.Fax : (62) 21-884-1333

Email : info@ispatbukit.com

Vendor Profile Form

| | | | |
|---|--|--|-------------|
| 1. Title & Name of the Vendor | | MISAN HENDRAWAN | |
| 2. Address & Street (Domicile) | | Kampung Galian RT 01/RW01 Desa Sukakerta, Kecamatan Suka Wangi Kabupaten Bekasi | |
| City & Postal Code | | | |
| District | | | |
| Country | | ID | INDONESIA |
| Business language & currency | | | |
| Telephone | | 81321998425 | |
| Fax | | | |
| e-mail | | zanhendrawan@gmail.com | |
| Website | | | |
| 3. Contact person | | | |
| Name | MISAN HENDRAWAN | | |
| Position | | | |
| Telp | 81321998425 | | |
| Fax | | | |
| Hand Phone | 81321998425 | | |
| Email | | | |
| 4. Legal Documents of Indonesian Company (attached) | | No | Valid until |
| Notary deed / akte pendirian | | | |
| SIUP /Surat Ijin Usaha Perdagangan | | | |
| TDP /Tanda Daftar Perusahaan | | | |
| Legalization from DEPKUMHAM (special for PT) | | | |
| SIUJK (special permit for Civil Construction) | | | |
| SIO from DISNAKER (special permit for Manpower Supply) | | | |
| Insurance JAMSOSTEK registered (special for inhouse job) | | | |
| Wajib Lapor Tenaga Kerja (special permit for Manpower Supply) | | | |
| 5. Vendor's Banker (Must be Fill complete) | | | |
| Name of bank | BANK MANDIRI | | |
| A/C No. | 156-00-1429010-2 | | |
| Bank Branch & Address | KCP BEKASI BULAK KAPAL | | |
| Name in cheque | MISAN HENDRAWAN | | |
| SWIFT Code | | | |
| IBAN | | | |
| 6. Taxation | | | |
| NPWP / Tax Number | | | Name: |
| PKP No. | | | Name: |
| 7. Other Details | | | |
| Total annual turnover (\$): (pls enclose balance sheet) | for last 3 years | | Year 1 |
| | | | Year 2 |
| | | | Year 3 |
| Year of commencement | | | |
| Nature of business | Manufacturer / Authourised Dealer / Trader (Please enclose government permission registration details) | | |
| Pattern of business holding | Proprietorship / Partnership / Public Ltd (please attach copy of registration) | | |
| Name of the parent company | | | |
| Name of the principal company | | | |
| Have you ever been in business with Ispat Indo (If yes - detail year of interaction and purpose) | | | |

Declarations

We hereby declare that information above is correct and true to best of our knowledge.

Signature

Name Misan Hendrawan
Date 26/04/2021

IPM SUPPLIER BERAS
081321998425
(Company Seal)

Note : Please fill all the field with details. Form with blank field will not be considered for registration.



PT. ISPAT BUKIT BAJA
 Plant : Jln.Perjuangan NO.26 RT. 002 RW. 09, MARGAMULYA - BEKASI UTARA, JAWA BARAT, 17142, Indonesia
 Telp : (62)-21-884-0519. Fax : (62) 21-884-1333
 Email : info@ispabukit.com

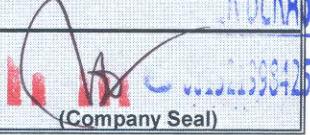
- PUR/ R/ 01 -

Vendor Profile Form

| | | | | | |
|--|--------------------------------|---------------------|--------------------------|-----------|-------|
| 8. List your top five customers in order of business volume | | | | | |
| | Name, location of the customer | Annual business, \$ | % of your total business | | |
| a | | | | | |
| b | | | | | |
| c | | | | | |
| d | | | | | |
| e | | | | | |
| 9. Details of products / services offered (Must note the details and Pls enclose the product catalogues if any) | | | | | |
| | | | | | |
| 10. Organisation structure of your company (pls enclose a copy) | | | | | |
| Number of employees | | Mgmt | Skilled | Unskilled | Total |
| | | | | | |
| 11. Name of key persons in yours organisation & contact details | | | | | |
| No. | Name | Phone No | Email | | |
| | | | | | |
| | | | | | |
| 12. Quality System Accreditation (ISO 9000, 14000, OHSAS, etc) (If yes, pls enclose details) | | | | | |
| Quality System | | | | | |
| Agency | | | | | |
| Year received | | | | | |
| 13. Inspection & testing facilities and procedures for the products and services offered (pls enclose details) | | | | | |
| | | | | | |
| 14. Customer complaint handling process (pls enclose details) | | | | | |
| | | | | | |
| 15. Details of your associates / authorised dealers / service centers to deal with ISPAT GROUP (Please enclose authorisation letter) | | | | | |
| | | | | | |
| 16. Business with Ispat Group / Arcelor Mittal Units | | | | | |
| Are you supplying to any other Ispat Group / Arcelor Mittal Units (If yes, pls include which unit and items supplied) | | | | | |
| No | Unit | Year | Items supplied | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Relationship with any of ISPAT / Employee / Ex-Employee (Please give details of the person and relationship) | | | | | |
| | | | | | |

Declarations

We hereby declare that information above is correct and true to best of our knowledge.

| | | | | | |
|-----------|-----------------------|------|-------------------|---|--|
| Signature | | | | | |
| Name | <u>Muzan Hensawan</u> | Date | <u>26.09.2021</u> |  (Company Seal) | |

Note : Please fill all the field with details. Form with blank field will not be considered for registration.



Ispat Indo Group (Ispat) Ethical Code of Conduct:- Vendors & Suppliers (V&S)

V&S of Ispat are chosen in consideration of objective criteria, based on quality, reliability, price, utility and performance or service. V&S are treated justly, fairly and honestly.

Ispat Supplier should uphold the highest standards of fair Business Practices and ethics, like:

A. Integrity

1. Ispat has a reputation for honesty and integrity in its management practices and in all its business transactions. It is vital, for Ispat, including each subsidiary, and for each one of us,
2. Ispat preserve its reputation and maintain the relationship of trust that must exist with all the individuals and companies with whom we have dealings.
3. Ispat V&S shall maintain high standard of integrity, that gifts in cash or in kind, pleasure trips or vacations, special privileges or living accommodations or lodgings or any gesture with deemed mala fide intention to influence decision making, with the exception of promotional items of normal value, is forbidden to be made to Ispat employees.
4. Ispat V&S shall comply with anti-corruption laws and regulations of the country in which they operate, and anti-corruption regulations in Indonesia and will avoid all acts which are considered illegal.
5. Ispat V&S will immediately bring it to the notice of Ispat top management, on direct e-mail (info@mittalsteel.com) or by letter, for any inappropriate favor asked by any of Ispat employee.

B. Confidential Information

1. Ispat V&S shall treat the Data, information and documents pertaining to Ispat as strictly for the performance of the V&S and shall not be disclosed or communicated to persons outside their organization.
2. Information in B.1 includes, in addition to the technology used by Ispat, intellectual property, business and financial information relating to sales, earnings, balance sheet items, business forecasts, business plans, acquisition strategies and any other information of a confidential nature.

C. Property of Ispat

Ispat V&S shall maintain and use the information on technology and know-how in such a way that intellectual property rights of Ispat is adequately protected.

D. Compliance on Local Laws:

Ispat V&S shall be compliant with all the relevant local laws and regulations.

E. Respect for the Environment

Respecting and protecting the environment is an important value to which Ispat subscribes & expect that Ispat V&S shall respect & comply with all applicable local environment rules and regulations.

Signature with company stamp :


IPM SUPPLIER BERAS

Name : Misan Hendrawan
Position : pemilik.
Date : 26.09.2021.



P.T. ISPAT BUKIT BAJA

STANDARD TERMS & CONDITION FOR PURCHASE OF MATERIALS AND SERVICES

Annexure -I

THIS PURCHASE ORDER /CONTRACT IS SUBJECTED TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. Definition:

PURCHASER: Purchaser means PT. ISPAT BUKIT BAJA (hereinafter referred as ISPAT) having its office at Jln,Perjuangan no 26 , PO Box No. 17142, Bekasi Utara , Indonesia. The term purchaser includes its successors by amalgamation or and registration otherwise and assignees of ISPAT.

SUPPLIER: Supplier means the persons, firm or corporation to whom this purchase order is addressed . The term supplier includes its successors and permitted assignees.

GOODS: Goods means the articles, materials, supplies, drawings, data and other property and also wherever and to the extent applicable, all services including design, delivery, installation, inspection, testing, and commissioning ,specified to complete this purchase order .

PURCHASE ORDER: Purchase order means the order placed by Purchaser for the supply of the goods/services.

2. INSTRUCTION:

- Unless otherwise stipulated, goods against this order are to be dispatched to PT ISPAT BUKIT BAJA, Jln,Perjuangan no 26 , PO Box No. 17142, Bekasi Utara , Indonesia..
- Each Package must contain a package list giving details of order no, drawing no, and quantity supplied.
- All invoices, Surat Jalan and related correspondence must bear Purchase order no and date (**without correct PO.No. material will not be accepted**).
- Supplier should send the original commercial invoice to "ACCOUNTS Dept, Jln,Perjuangan no 26 , PO Box No. 17142, Bekasi Utara , Indonesia" within seven days of dispatch of material ."
- After completion of supplies or at any time on ISPAT'S demand, supplier is liable to return all drawings, documents, bill of material etc., relating to this purchase order. The supplier will not replicate the drawings in any form and shall not pass on the same to third party without prior permission of ISPAT. Violation of which will attract penalty on the SUPPLIER and the kind of penalty will be under the sole discretion of ISPAT.

KETENTUAN – KETENTUAN & SYARAT – SYARAT BAKU UNTUK PEMBELIAN BARANG – BARANG DAN JASA – JASA

Lampiran - 1

PO/KONTRAK INI TUNDUK PADA KETENTUAN DAN PERSYARATAN BERIKUT INI:

1. DEFINISI:

PEMBELI: Pembeli adalah PT. ISPAT BUKIT BAJA (selanjutnya disebut ISPAT) berkantor di Jln,Perjuangan no 26 , PO Box No. 17142, Bekasi Utara , Indonesia. Istilah pembeli termasuk penggantinya dengan cara penggabungan dan atau melalui pendaftaran dan ditunjuk oleh ISPAT.

SUPPLIER: Supplier adalah orang, firma atau perusahaan yang diberi PO. Istilah supplier termasuk penggantinya dan orang yang ditunjuk.

BARANG: Barang adalah artikel, material, semua supplai, gambar, data dan barang lainnya selama barang tersebut masih bisa dipergunakan, semua jasa termasuk desain, pengiriman, instalasi, inspeksi, pengujian, dan komisioning, yang dikhususkan untuk melengkapi PO ini.

PURCHASE ORDER : PO adalah pemesanan yang dilakukan oleh Pembeli untuk suplai barang / jasa.

2. INSTRUKSI:

- Kecuali ditentukan lain, barang yang ada dalam PO ini harus dikirimkan ke PT ISPAT BUKIT BAJA, Jln,Perjuangan no 26 , PO Box No. 17142, Bekasi Utara , Indonesia.
- Setiap Paket harus berisi daftar paket yang memberikan rincian tentang nomor PO, nomor gambar, dan jumlah yang disupplai.
- Semua faktur, Surat Jalan dan surat menyurat yang terkait harus mperlihatkan nomor dan tanggal PO (**tanpa Nomor PO yang benar barang tidak akan diterima**).
- Supplier harus mengirimkan faktur komersial asli ke "**Departemen Akunting, Jln,Perjuangan no 26 , PO Box No. 17142, Bekasi Utara , Indonesia**" dalam waktu tujuh hari dari pengiriman barang.
- Setelah suplai selesai dilaksanakan atau sesuai dengan permintaan ISPAT, supplier bertanggung jawab untuk mengembalikan semua gambar, dokumen, daftar barang dll, yang berhubungan dengan PO ini. Supplier tidak diperkenankan untuk meniru gambar dalam bentuk apapun dan tidak diperkenankan untuk memberikannya kepada pihak ketiga tanpa ada persetujuan lebih dahulu dari ISPAT. Pelanggaran terhadap hal tersebut SUPPLIER akan diberikan denda dan jenis denda akan ditentukan oleh ISPAT.



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- ISPAT reserves the right to refuse to pay for goods supplied without a valid purchase order.
- ISPAT reserve the right to make variation in the order quantity after due notice in writing. This variation can be both positive and negative.
- Price governing this purchase order for all purposes shall remain firm till the validity period of the Purchase Order..

3. Order Acceptance :

Any terms and conditions quoted by the supplier previously which are inconsistent with the terms of this purchase order are invalid .Please send the order acknowledgement on "REQUEST OF PURCHASE ORDER FORM". If it is not received by ISPAT within 07days time the order shall be deemed to be accepted by the supplier.

4. Inspection and Acceptance of Material :

- Acceptance of all supplies is subject to ISPAT's inspection and final approval at PT ISPAT BUKIT BAJA at any time within thirty days after receipt of goods or completion of the work. Any goods, which are rejected, will be held inline with rejection instruction for disposition the risk and expense of Seller, and any payment therefore will be promptly refunded by Seller to Purchaser or else deducted from any of the sellers outstanding payment.
- RECEIPT DOES NOT CONSTITUTE ACCEPTANCE. Signature of Purchaser's representative on Seller's documents does not constitute acceptance of any Terms and Conditions printed thereon.
- In case of rejection of the Goods, the Seller shall be fully responsible for replacement of the Goods immediately and all the costs involved for such replacement i.e. Costs for taking back the defective goods and delivering the replacement goods shall be borne by the Seller.

5. Delivery :

- All the components should be marked appropriately with relevant drawing no., certification marks, if any. Detailed packing list mentioning each part shall be supplied along with the SURAT JALAN and invoices. The delivery of the goods shall be made as per item wise schedule mentioned in PO .
- If Seller fails to deliver the goods and/or perform the services at the time specified herein, the purchaser reserves right to claim liquidated damages @ 0.5% per week up to maximum of 5%. Purchaser may also cancel the PO and purchase elsewhere and charge the seller with any loss either direct or consequential that arises for the same.

6. Warranties:

Seller warrants that the goods covered by this order will comply with the specifications, drawings, descriptions or samples furnished or specified by Purchaser and that such goods will be merchantable,

- ISPAT berhak menolak untuk membayar barang yang disuplai tanpa adanya PO yang sah.
- ISPAT berhak untuk membuat perubahan kuantitas dalam PO setelah memberikan pemeberitahuan tertulis. Variasi ini bisa positif bisa negatif.
- Harga yang ditentukan dalam PO ini untuk semua tujuan akan tetap hingga masa berlakunya PO.

3. Penerimaan Order:

Semua ketentuan dan persyaratan yang telah terlebih dahulu dikutip oleh supplier yang tidak sesuai dengan ketentuan dan persyaratan dari PO ini dinyatakan tidak sah. Dimohon untuk mengirimkan tanda terima order pada " REQUEST OF PURCHASE ORDER FORM ". Jika tanda terima tersebut tidak diterima oleh ISPAT dalam waktu 7 hari, order tersebut dianggap diterima oleh supplier.

4. Pemeriksaan dan Penerimaan Barang:

- Penerimaan semua supplai harus melalui pemeriksaan ISPAT dan persetujuan akhir berada pada PT ISPAT BUKIT BAJA kapan saja dalam waktu tiga puluh hari setelah penerimaan barang atau setelah pekerjaan selesai. Semua barang yang dikembalikan, Penjual akan menanggung resiko dan biaya, dan oleh karena itu pembayaran akan dibayarkan kembali oleh Penjual ke Pembeli atau dipotongkan dari pembayaran yang belum dibayarkan kepada Penjual.
- TANDA TERIMA BUKAN MERUPAKAN PENERIMAAN. Tandatangan perwakilan Pembeli atas dokumen Penjual merupakan penerimaan dari Ketentuan dan Persyaratan yang sudah dicetak.
- Dalam hal pengembalian Barang, Penjual bertanggung jawab penuh atas pengantian Barang secepatnya dan semua biaya yang timbul untuk pengantian tersebut, yaitu Biaya untuk pengambilan kembali barang yang cacat dan pengiriman penggantian barang akan ditanggung oleh Penjual.

5. Pengiriman:

- Semua komponen harus ditandai sesuai dengan nomor gambar, tanda sertifikasi, jika ada. Rincian packing list akan menyebutkan setiap barang yang disuplai bersama dengan SURAT JALAN dan faktur. Pengiriman barang dibuat sesuai dengan jadwal yang disebutkan dalam PO .
- Jika Penjual gagal mengirimkan barang dan / atau gagal memberikan jasa sesuai dengan waktu yang disebutkan disini, pembeli berhak untuk mengklaim kerugian yang diderita sebesar 0,5% per minggu hingga maksimum 5%. Pembeli juga mungkin membatalkan PO dan membeli di tempat lain serta membebani penjual dengan segala kerugian yang timbul karena hal tersebut.

6. Jaminan :

Penjual menjamin bahwa barang yang disebutkan dalam PO ini sesuai dengan spesifikasi, gambar, deskripsi atau contoh yang disediakan atau ditetapkan oleh Pembeli sehingga barang tersebut bisa diperdagangkan, barangnya bagus dan



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of good material and workmanship, free from defect and fit for the particular purpose or purposes for which they are to be used. Material and equipment ordered by Purchaser shall be in acceptable condition, shall operate satisfactorily for a period of 12 months from the date of installation and/or 18 months from the date of supply whichever is earlier and shall confirm to all applicable occupational health and safety standards. In case of any problem in performance of the goods during the warranty period shall be made good by Seller at no additional cost to Purchaser.

7. Validity of Purchase Order :

This purchase order/Contract will remain valid till the delivery period as mentioned on the purchase order and may be extended on the request of the supplier with valid reasons. If the supplier failed to deliver the product within stipulated time period as mentioned then the acceptance of the material after the validity period is under the sole discretions of the Purchaser.

8. Safety ,Health and Environment :

The seller shall comply with necessary safety, health and environment policy as adopted and measures implemented by the buyer during execution of this Purchase order .

9. Arbitration :

Any dispute arising out of this Contract PO will be first settled through consultations and mutual discussions. If no agreement could be reached the dispute may be submitted by any party for trial settlement under Rules of BADAN Arbitrase Nasional Indonesia (BANI) in SIDOARJO or at any other site as mutually agreed. This Contract PO shall be subject to Law of the Republic of Indonesia and will have jurisdiction of the District Court of Sidoarjo.

10. FORCE MAJEURE :

- If either of the parties suffer delay in execution of their contractual obligations due to the operation of one or more of the Force Majeure events that are: acts of God or natural calamities, War, floods, earthquakes, epidemics, riots, civil commotion, or because of any law and order proclamation, regulation or ordinance of any Government etc., the agreed time of completion of the obligations shall be extended by a period of time equal to the period of delay occasioned by such events. On the occurrence of any such events and cessation thereof, the party affected thereby shall immediately give notice in writing to the other party, such notice to be given within 3 (three) days of occurrence/cessation of the event concerned and a certificate continuing Force Majeure from Chamber of Commerce will be provided by the party declaring Force Majeure. If the Force Majeure conditions continue beyond 60 days, the aggrieved party will have the right to the cancellation of this contract.

dikerjakan oleh tangan – tangan trampil, bebas dari cacat dan sesuai dengan tujuan khusus atau tujuan penggunaan barang tersebut. Barang dan peralatan yang dipesan oleh Pembeli harus dalam keadaan yang bagus saat diterima, bisa dioperasikan selama 12 bulan secara memuaskan dari tanggal dipasang dan / atau 18 bulan dari tanggal supplai (mana yang lebih dahulu) dan harus memenuhi semua standar K3 yang berlaku. Jika terjadi masalah didalam performa barang selama waktu jaminan, barang tersebut harus diperbaiki oleh Penjual tanpa adanya tambahan biaya kepada Pembeli.

7. Masa Berlaku PO

PO / Kontrak ini akan tetap berlaku hingga waktu pengiriman seperti yang disebutkan dalam PO dan mungkin diperpanjang sesuai dengan permintaan supplier dengan alasan yang benar. Jika supplier gagal mengirimkan produk dalam kurun waktu yang telah ditetapkan seperti yang telah disebutkan pada saat itu, penerimaan barang setelah masa berlaku adalah merupakan kebijakan tunggal dari Pembeli.

8. Keselamatan, Kesehatan dan Lingkungan

Penjual harus mematuhi kebijakan K3 seperti yang telah dilaksanakan oleh Pembeli selama pelaksanaan dari PO ini.

9. Arbitrasi

Jika ada perselisihan yang timbul dalam PO / Kontrak ini, pertama-tama akan diselesaikan melalui konsultasi dan musyawarah mufakat. Jika kesepakatan tidak bisa dicapai, perselisihan akan diselesaikan melalui Badan Arbitrase Nasional Indonesia (BANI) di SIDOARJO atau di tempat lain yang disetujui oleh para pihak. PO/Kontrak ini akan tunduk pada Hukum Republik Indonesia dan akan memiliki wilayah hukum di Pengadilan Negeri Sidoarjo.

10. Keadaan Kahar

- Jika salah satu pihak mengalami penundaan didalam pelaksanaan kewajiban kontrak mereka disebabkan oleh adanya satu atau lebih Keadaan Kahar antara lain: kehendak Tuhan atau bencana alam, perperangan, banjir, gempa bumi, wabah, kerusuhan, kekacauan, atau disebabkan adanya pernyataan hukum dan perintah, peraturan atau undang-undang Pemerintah, dll, waktu yang telah disetujui untuk penyelesaian kewajiban harus diperpanjang dengan waktu yang sama dengan waktu penundaan yang disebabkan oleh peristiwa tersebut. Jika salah satu peristiwa tersebut terjadi dan terjadi pengehtian, pihak yang terkena harus segera melaporkan secara tertulis kepada pihak lain, dalam waktu 3 (tiga) hari dari kejadian / penghentian tersebut dan surat keterangan tentang terjadinya Keadaan Kahar dari KADIN akan diberikan oleh pihak yang menyatakan Keadaan Kahar. Jika Keadaan Kahar berlangsung diatas 60 hari, pihak yang terkena akan berhak untuk membatalkan kontrak ini.



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- As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other party and specify in such notice the actual delay occurred in such affected activity.
- Purchaser shall not be required to accept or pay for any goods or services covered by this order, if prevented from accepting and utilizing the same by reason of any strike, accident, fire, government act, or any other condition beyond the reasonable control of Purchaser.

11. Waivers

The failure of Purchaser to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this contract or to exercise any right there under shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in force and effect.

12. NOTICES

All notices required to be given by one party to the other under this Contract PO shall be delivered by hand or sent by first class post to the address of the addressee as set out in this Contract PO to such other address as the addressee may from time to time have notified for the purpose of this clause or sent by electronic means of message transmission producing hard copy read-out including telex and facsimile.

Note:

- These terms and conditions shall remain valid till further notification by PT. ISPAT BUKIT BAJA.
- Kindly acknowledge this standard terms and conditions and send your acceptance duly signed with company seal/ stamp.

COMPANY NAME
(Nama Perusahaan)

Misan Hendrawan

CONTACT PERSON
(Nama Kontak)

Misan Hendrawan

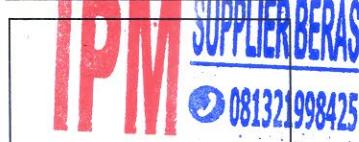
DATE
(Tanggal)

26.09.2021

SIGNATURE
(Tanda Tangan)

[Signature]

COMPANY SEAL/ STAMP
(Stempel Perusahaan yang Berlaku)



- Pada saat penyebab Keadaan Kahar telah disingkirkan, pihak yang mempunyai kemampuan untuk melaksanakan kewajibannya telah dirugikan, harus melaporkan ke pihak lain dan memerinci didalam surat pemberitahuan tersebut mengenai penundaan aktual yang terjadi dalam kegiatan yang telah merugi tersebut.

- Pembeli tidak akan diminta untuk menerima atau membayar untuk suatu barang atau jasa yang ada dalam PO ini, jika dihalangi untuk menerima dan memanfaatkan barang atau jasa tersebut dengan alasan pemogokan, kecelakaan, kebakaran, undang-undang pemerintah, atau kondisi lainnya diluar kendali Pembeli.

11. Pembatalan

Kegagalan dari Pembeli untuk meminta satu atau lebih contoh barang terhadap pelaksanaan dari suatu ketentuan, perjanjian atau persyaratan kontrak ini atau untuk melaksanakan suatu hak, seharusnya tidak ditafsirkan sebagai suatu pembatalan atau pelepasan dari pelaksanaan ketentuan, perjanjian atau persyaratan atau pelaksanaan hak dimasa yang akan datang, tetapi kewajiban Penjual tentang pelaksanaan hal tersebut tetap berlaku.

12. Surat Pemberitahuan

Semua surat pemberitahuan perlu disampaikan oleh satu pihak ke pihak lainnya sesuai dengan PO/Kontrak ini, harus disampaikan melalui perorangan atau dikirim lewat pos layanan tercepat ke alamat yang dikirim (si penerima) seperti yang tertulis dalam PO/Kontrak ini ke alamat lain sebagaimana yang telah si penerima beritahukan dari waktu ke waktu sesuai dengan tujuan pasal ini atau dikirim melalui sarana pengiriman elektronik yang menghasilkan hard copy yang bisa dibaca termasuk telex dan fax

CATATAN :

- Ketentuan – ketentuan & syarat – syarat baku ini akan berlaku sampai dengan pemberitahuan lebih lanjut oleh pihak PT. ISPAT BUKIT BAJA.
- Diharapkan dengan sungguh – sungguh menyatakan persetujuan ketentuan – ketentuan & syarat – syarat baku dan mengirimkan kembali persetujuan anda dengan ditandatangin beserta stampel perusahaan yang berlaku.