

# QUOTATION

## PT. Mettler-Toledo Indonesia

Address : Grha Persada 2nd Floor Unit D2, Jl. K.H.  
Noer Ali No  
3A Bekasi Selatan, Bekasi 17144  
Telephone : +62 21 2945 3919  
Fax : +62 21 2945 3915  
CO Regn No : 241/1/IU-PB/PMA/2015  
GST Regn No : 70.049.973.4-432.000  
Website : www.mt.com

Page 1 of 12

Mrs. Istia Prianti Hidayati  
PT Ori Polytec Composites  
(Plant I, II, III)  
Jl. Akasia II Blok A9 No.3 Delta Silicon Industrial Park  
Kawasan industri Lippo Cikarang  
Bekasi  
Jawa Barat  
17340  
Indonesia  
Tel: +62 21 897 2193  
Mobile: +6287823938686  
E-mail: laboratorium@ori.co.id

Quotation No. : ID-2023-LAB-00643109 - 1  
Account Code :  
Billing Account :  
Name :  
Date : 04/01/2023  
Reference :

Dear Mrs. Istia Prianti Hidayati,

We thank you for giving METTLER TOLEDO the opportunity to propose our solution as per the attached quotation following our recent discussion. We are convinced that the equipment and/or services specified in the quotation represent the best solution for your requirements.

Kindly review all specifications, options and terms outlined in the quotation.

Should you find this in order, please provide us an official Purchase Order so that we can proceed with the production and import processes in due time. Alternatively, please sign the attached quotation in the confirmation box at the bottom and return the signed document to us (if no Purchase Order is required) via e-mail or fax to +62 21 29453915.

This is a computer-generated document. No signature is required.

Yours faithfully,  
PT. Mettler-Toledo Indonesia

Bank PT BANK HSBC INDONESIA (A/C: 050-194562-068 (IDR) / 050-194562-115 (USD)) Opportunity ID: 10757537  
Account Name: PT Mettler Toledo Indonesia). World Trade Center I, Jl. Jend Sudirman Account ID: 355811  
Kav 29-31, Jakarta 12920, Indonesia

Swift code: HSBCIDJA. Bank Code: 087



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Date : 04/01/2023  
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Pos	Item Number	Description	Qty	Unit	Unit Price(IDR)	Discount	Amount(IDR)
1	30139229	STARe System DSC 3	1	each	738,989,000.00		738,989,000.00
		Technique: Differential Scanning Calorimetry (DSC)					
		Data Sampling: Max. 50 data pts/sec					
		Temperature range: -150 °C – 700 °C					
		Applications: Glass Transition;Heat Capacity (cp);Crystallization;Kinetics;Oxidation Induction Time (OIT);Temperature Modulated DSC					
		Sensor Types: FRS 5+;HSS 8+					
		Options: Microscopy;Photocalorimetry					

For routine analysis

Robust MultiSTARe sensor

The DSC uses a robust and versatile DSC sensor with 56 or 120 thermocouples, which guarantees simultaneous outstanding resolution and sensitivity.

Modular concept

Protects your investment and fulfils your current and future needs.

Simple FlexCal® calibration

Saves time and results in precise and accurate measurements.

[www.mt.com/dsc](http://www.mt.com/dsc)

Includes everything you need for an efficient start. Ex works with documented temperature and enthalpy adjustment across the temperature range. Delivered with sample preparation kit, starter crucibles and reference materials.



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Pos	Item Number	Description	Qty	Unit	Unit Price(IDR)	Discount	Amount(IDR)
2	30205792	Ceramic Sensor FRS 5+ (DSC 1/3)	1	each	76,525,000.00		76,525,000.00

Signal Time: 1.8 s

TAWN resolution: 0.12

TAWN sensitivity: 11.9

MultiSTARe sensor family

Excellent DSC response ratio

The resolution indicator, height to width ratio has an unsurpassed value of 19.5 mW/K (155 mW/K when mathematically optimised).

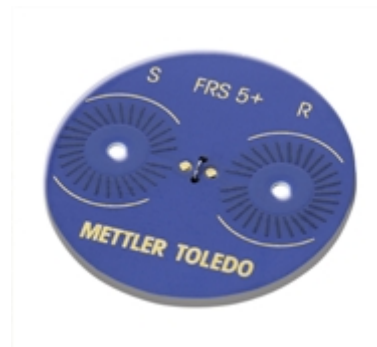
Outstanding robustness

The chemical-resistant, ceramic-coated surface ensures a long lifetime and constant performance.

56 thermocouples in series

The unique star-shaped arrangement of the 56 Au/AuPd thermocouples guarantees a large signal output and flat baselines.

[www.mt.com/dsc](http://www.mt.com/dsc)



3	30205728	Automatic Furnace Lid	1	each	145,406,000.00		145,406,000.00
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Couvercle automatique

Automatic furnace lid

Required in combination with sample robot.

[www.mt.com/ta](http://www.mt.com/ta)

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Pos	Item Number	Description	Qty	Unit	Unit Price(IDR)	Discount	Amount(IDR)
4	51142665	SmartSens Terminal	1	each	89,264,000.00		89,264,000.00

Everything Under Control

Display with touch screen and smart sens

The colour touch screen terminal allows visual contact with the instrument, even from a distance and indicates the status of the measurement.

[www.mt.com/ta](http://www.mt.com/ta)

5	00119410	Crucible Sealing Press	1	each	55,248,000.00		55,248,000.00
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Press needed to seal crucible

Under the pressure of the plunger, the pan is cold welded hermetically with the lid.

Various combinations of plunger and die

After changing plunger and die it is possible to use the press for other crucibles

[www.mt.com/ta-crucibles](http://www.mt.com/ta-crucibles)



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Pos	Item Number	Description	Qty	Unit	Unit Price(IDR)	Discount	Amount(IDR)
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6	00027331	Crucible/Pin 40 uL, Al, 100 pcs	1	each	5,689,000.00		5,689,000.00
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Material: Aluminum Volume: 40 µL  
 Measuring Technique: DSC Automation: No  
 Maximum Temperature: 640 °C Maximum Pressure: 0.2 MPa

Aluminium crucible with pin

Aluminium crucibles with pin

The most frequently used crucible type for DSC measurements is the 40 µl aluminium crucible. Package size: 100 pans with pin/100 standard lids.

Excellent thermal conductivity

The flat base ensures perfect thermal contact. Pans with pin are recommended if reproducibility is critical. They cannot be used with a robot.

Two lid types available

There are 2 lid types that can be combined with the 40 µl pans: standard lids and lids with a pre-pierced 50 µm hole.

[www.mt.com/ta-crucibles](http://www.mt.com/ta-crucibles)



7	30314059	STARe Software	1	each	193,372,000.00		193,372,000.00
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STARe software base

The Standard in Thermal Analysis

The powerful and versatile STARe software provides unrivalled flexibility and unlimited evaluation possibilities.

Five programs – one database

STARe software utilizes 5 programs (windows) linked to one another via the database: Installation, Module Control, Method, Experiment, Evaluation.

STARe software V16.30

New TabVal calibration method, pressure control for HP DSC, multiple STARe sessions on the same PC, self-diagnosis for faster service support.

[www.mt.com/ta-software](http://www.mt.com/ta-software)



8	30315398	SW-Option DSC-Evaluation	1	each	92,542,000.00		92,542,000.00
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Pos	Item Number	Description	Qty	Unit	Unit Price(IDR)	Discount	Amount(IDR)
9	30315404	SW-Option Routine Window	1	each	54,436,000.00		54,436,000.00
10	MISC-ANA-T A	PC & Printer	1	each	30,000,000.00		30,000,000.00
11	MISC-ANA-T A	Qualification & Training Installation	1	each	18,000,000.00		18,000,000.00
12	-FREIGHT S URCHARGE	FREIGHT SURCHARGE	1	each	500,000.00		500,000.00

E. & O. E.

Sub Total	1,499,971,000.00
Net Sub Total	1,499,971,000.00
VAT 11%	164,996,810.00
Grand Total	1,664,967,810.00

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Validity : 30 days from date of quotation  
Lead Time : 16 to 18 weeks upon receipt of order confirmation/ payment.  
Terms of Delivery : Delivered Duty Paid  
Terms of Payment : 50% Deposit, 50% before delivery  
Terms of Warranty : 12 months after delivery date, excluding consumables  
Administrative Terms : Order Acceptance is subject to receipt of Deposits/Downpayment (where applicable). We reserve the right to amend the delivery schedule for deposit payments not received within 7 days after order confirmation.  
Additional Charges : For single order below IDR 3,000,000, a freight charge of IDR 1,200,000 will be applied.  
Additional Note : METTLER TOLEDO reserves the right to invoice customer 100% of the goods value should the customer is not ready for installation within 90 days upon delivery.

Terms of Sale: This transaction is subject to METTLER TOLEDO's terms and conditions of sale set out at <http://www.mt.com/terms>

Terms & Conditions of Sale: Unless otherwise explicitly stated in this document, all sales are subject to our Mettler-Toledo's Standard Terms and Conditions for Sale and Service, which are available at [www.mt.com/terms](http://www.mt.com/terms) and are incorporated herein. On request, we will provide you with a hard copy. Any general terms and conditions of purchase of the customer are explicitly excluded.

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Yours faithfully,  
PT. Mettler-Toledo Indonesia.  
(This is a computer generated document. No signature is required.)

Please return your confirmation to us by:  
Fax: +62 212 945 3915

Email: MT-ID.CustomerSupport@mt.com

☐ Purchase Order required before issuance of invoice or payment.  
☐ Purchase Order **NOT** required before issuance of invoice or payment.

Signed For and On Behalf of  
The Customer

Santi Atsiriani  
Business Area Manager  
santi.atsiriani@mt.com  
+628129876679

\_\_\_\_\_  
Authorized Signatory, Name & Company Stamp  
Date:  
Quotation No. : ID-2023-LAB-00643109 - 1

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### **Standard Terms and Conditions of Sale for PT. Mettler Toledo Indonesia – Products**

**1. CONTRACT** – Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions (hereinafter referred to as "Terms & Conditions"). Modifications or additions will be recognized only if accepted in writing by an officer of PT. Mettler-Toledo Indonesia (hereinafter referred to as Mettler-Toledo or the Company"), or an officially designated representative. The terms of a Customer's purchase order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected by the Company. No waiver of these Terms and Conditions or acceptance of other term shall be construed as failure of the Company to raise objections.

**2. QUOTATIONS AND PUBLISHED PRICES** - Quotations from the Company automatically expire after 30 calendar days from the date they are issued unless otherwise stated in the quotations and may be withdrawn within that period. The Company reserves the right to extend such quotations up to 6 months from the date of their issuance. Prices shown on the published price lists and other published literature issued by the Company shall not be deemed to be unconditional offers to sell, and are subject to change without notice. The Company's prices for equipment, unless otherwise specified, are not inclusive of the cost for installation and/or final on site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.

**3. TAXES** - The Company's prices do not include any applicable sales, goods and services, use, excise or similar taxes and the amount of any such tax which the Company may be required to pay or collect will be added to each invoice and be paid by the Customer unless the Customer has furnished the Company with a valid tax exemption certificate acceptable to the taxing authorities prior to shipment. If, upon subsequent sales, use, excise, or similar tax audit, an exemption certificate provided to the Company by the Customer is, through no fault of the Company, determined to be invalid, the Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use or other necessary documentation from the Customer at the Customer's cost. If the Customer fails to furnish a valid exemption certificate, notarized affidavit or other necessary documentation, in a timely manner, the previously unpaid sales, use or similar excise tax will be billed to and shall be paid by the Customer.

**4. TERMS OF PAYMENT** - Unless explicitly agreed to elsewhere in writing, payment must be made in cash within 30 days from the date of shipment. Amounts due are subject to an interest charge of 1.5% per month on the amount due or the maximum contract rate permitted by law, whichever is the larger sum. If the Company deems that by reason of the financial condition of the Customer or otherwise, the continuance or production or shipment on the terms specified is not justified, the Company may require full or partial payment in advance. Unless otherwise stated, for orders of US\$10,000 or more and having a delivery schedule 6 months or longer from date of order, the standard terms will be by progress payments. Subject to the warranties expressly stated in 11 below, all sales are final without right of return.

**5. DELIVERY** - Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the sales contract. The Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Title to the equipment and risk of loss shall pass to the Customer upon delivery to a carrier. In the event of any delay in delivery caused by the Customer, the Company will store and handle all items ordered at the Customer's risk and will invoice the Customer for the unpaid portion of the contract price, plus storage, insurance, and handling charges on or after the date which the equipment is ready for delivery. The invoice shall be payable in full within 30 days from the invoice date. The Company has the right to make partial shipments and bill for those shipments. The Customer will make payment in accordance with terms referred to in Article 4 above.

**6. SHIPPING AND HANDLING CHARGES** - Shipments are F.O.B. point of shipment. Unless the Customer elects a freight collect shipment, shipping charges plus the applicable handling charges of the Company will be prepaid and billed as a separate item on the equipment invoice.

**7. CHANGES** – The Customer may with the express written consent of the Company make changes in the specifications for equipment or work covered by the sales contract. In such event, the contract price and delivery dates shall be adjusted accordingly. The Company shall be entitled to payment for reasonable profit in addition to costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect such changes.

The Company does not warrant that software is error free, that the Customer will be able to operate the software without interruption, or that the software will be free of vulnerability to intrusion or attack. The Customer is granted a license to make copies of copyrighted programs for use only with the equipment for which such programs were acquired. The Customer hereby agrees to use its reasonable efforts to keep Company trade secrets confidential and to not disclose all or any part of such trade secrets to third parties for a period of five years after receipt unless such trade secrets enter the public domain through no fault of the Customer. The Customer hereby agrees to use those programs marked confidential only with the original equipment for which they were acquired. This software warranty does not apply if the software is licensed for beta, evaluation, or field test use.

**D. EXPORT PRODUCT** - The Company warrants equipment destined for export or sold for export to be free from defects in workmanship and material for a period of one (1) year from date of installation or eighteen (18) months from date of shipment from the original Manufacturer to the Customer, whichever occurs first. Should any such defect be found within that period, parts will be furnished free of charge (ex works) from the point of origin or the final distribution center. If the Customer requests the performance of warranty work provided for under the foregoing warranty outside of Indonesia, the Customer shall be required to pay for labour, travel time, living, and travel expenses of any personnel required to perform such warranty work.

**E. REPAIRED PRODUCTS WARRANTY** - Warranty coverage on repaired equipment shall be so noted at time of repair as determined by type of repair required. However, the warranty coverage shall only apply to parts repaired or replaced by the Company. No separate warranty shall apply to repaired equipment as a whole or to parts not repaired or replaced by the Company. **F. SPECIAL** - The foregoing warranties do not apply to some equipment sold by the Company. In cases when the warranty period is less than one year or provides for a payment of money or replacement to the Customer based on the age or extent of usage of the equipment in lieu of repair or replacement by the Company, the foregoing warranties are not applicable. In instances where other types of warranties apply, the warranty will be stated at time of sale.

**G. GENERAL** - he foregoing warranties are further subject to the following general conditions:

1. If the Customer requests the performance of warranty work provided for under the foregoing warranties outside of the normal Company working hours, the Customer shall be required to pay reasonable charges for such overtime work.
2. These warranties shall not apply where the Company's equipment and/or software has been subjected to: accident, alteration, misuse, abuse, failure on the part of the Customer to ensure proper storage, operation and/or maintenance, installation or servicing by other than Company authorized personnel, the addition or supply of equipment not approved for incorporation into the Company's product, or the use of Customer supplied software or interfacing.
3. The Company does not warrant the calibration of any scale. The Company does however warrants the scales manufactured by it to be capable of being adjusted to meet Company's printed specifications, if any, for weighing accuracy as to the particular model/type scale for the period of warranty above stated when properly installed and used.
4. Products of other manufacturers sold by the Company as such are warranted by the Company only to the extent of any remaining warranty provided by the original manufacturer.

**12. INDEMNITY** - The Company agrees to indemnify the Customer and hold it harmless from and against any direct loss suffered and any direct liability to third parties whenever such loss or liability is directly due to serious bodily injury (including death) to any third party or direct, substantial damage to any third party property occurring in the course of and caused exclusively by the negligent act or omission of the Company in the performance of work contemplated herein and on the premises of the Customer. This indemnity shall include legal fees and settlements of claim or suit deemed reasonable by the Company under the circumstances.

**13. PATENT INFRINGEMENT** - The Company shall defend any suit or proceeding brought against the Customer so far as the same is based on a

**8. CANCELLATION** - Undelivered parts of an order may be cancelled by the Customer only with the written approval of the Company. If the Customer makes an assignment for the benefit of creditors, or in the event that the Company for any reason is insecure about the Customer's willingness or ability to perform, the Company shall have the unconditional right to cancel the sales transaction or demand full or partial payment in advance pursuant to Article 4 above. In the event of any cancellation of this order by either party, the Customer shall pay to the Company reasonable costs and expenses (including engineering expenses and all commitments to its suppliers and subcontractors) incurred by the Company prior to receipt of notice of such cancellations, together with the Company's usual rate of profit for similar work. The cancellation charge shall be:

- (a) Minimum 30% of the sale price upon confirmation of order
- (b) Minimum 70% of the sale price upon start of production
- (c) 100% where the goods are produced or ready for delivery

**9. SECURITY INTEREST** - The Customer agrees to pay for the equipment according to the Company's payment terms and does hereby grant to the Company a security interest in the equipment until such time as it is fully paid. The Customer will assist the Company in taking the necessary action to perfect and protect the Company's security interest. In the event of a default by the Customer, the Company shall be entitled to any of the rights and remedies provided by law or in equity, including but not limited to repossession of the equipment.

**10. DEFAULT** - Upon default and placing of the Customer's account for collection or repossession of equipment, the Customer agrees to reimburse collection cost, legal fees, and court cost incurred by the Company in connection therewith.

**11. WARRANTIES: THE COMPANY EXPRESSLY WARRANTS THE EQUIPMENT MANUFACTURED BY IT ONLY AS SET FORTH HEREIN. THE COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER FOR ANY BREACH BY COMPANY OF ITS WARRANTY HEREUNDER.**

**A. INDUSTRIAL & SYSTEMS PRODUCT** - The Company warrants that the equipment covered by this warranty will be free from defects in workmanship and materials for a period of one (1) year from date of original installation, or eighteen (18) months from the date of shipment from the original Manufacturer to the original Customer, whichever occurs first. Should any such defects be found and reported during the first 30 days after installation (if installation occurs during the warranty period) the Company will, at its option, refund the purchase price or correct such defects, furnishing replacement parts, labour free of charge to the Customer. For the remainder of the warranty period, the Company will furnish necessary replacement parts and technician on site labour free of charge.

**B. RETAIL PRODUCT** - The Company warrants that the equipment covered by this warranty will be free from defects in workmanship and materials for a period of one (1) year from date of original installation or eighteen (18) months from date of shipment from the original Manufacturer to the original Customer, whichever occurs first. Should any such defects be found and reported during the first 30 days after installation (if installation occurs during the warranty period), the Company will, at its option, refund the purchase price or correct such defects, furnishing replacement parts and labour free of charge to the Customer. For the remainder of the warranty period, the Company will correct such deficiencies, furnish replacement parts, and bear the technician on site labor and travel cost

**C. SOFTWARE** - The Company warrants that software developed by the Company will perform substantially the functions described in the software documentation when properly installed. The warranty period shall be the same as the warranty period for the Company equipment with which the software is supplied. If the software is not being supplied with Company equipment, and if the Customer promptly notifies the Company and provides the description of the error and complete information about the manner of its discovery within ninety (90) days following the date of purchase by the original Customer, the Company shall thereupon correct any defect or error (at its option):

- a. By modifying or making available to the Customer instructions for modifying any erroneous program, or

claim that any equipment of the Company's design furnished hereunder, or any part thereof, constitutes an infringement of any patent, if notified promptly in writing and given authority, information and assistance (at the Company's expense) for the defense of the same and if such alleged infringement is not the result of a design or other special requirement specified by the Customer or the result of the application or the use to which such equipment is put by the Customer or others. The Company will pay all damages and costs awarded in such suit or proceeding against the Customer provided that the Company shall have the sole and exclusive right to defend, settle or compromise any suit or proceedings and the Customer takes no action that would materially detract from the Company's ability to conduct an effective defense, settlement or compromise. In the event where such equipment or any part thereof is held to infringe any such patent and the use thereof is enjoined, the Company shall at its expense either, at its option;

- (a) Obtain for the Customer the right to continue using such equipment or part or;
- (b) Replace the same with non infringing equipment, or;
- (c) Modify the same so that it becomes non infringing or;
- (d) Remove said equipment and refund the purchase price and the transportation and installation costs thereof. The Company's liability to the Customer for patent infringement shall be limited to the foregoing.

**14. REGULATORY LAWS AND OR STANDARDS** - The performance of the parties hereto is subject to the applicable laws of Indonesia and submit to the non exclusive jurisdiction of the courts of Indonesia. The Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations, which may affect its products. However, the Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. The Company makes no promise or representation that its product will conform to any laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon for compliance in writing as a part of the contract between the Customer and the Company. The Company's prices do not include the cost of any related inspections or permits or inspection fees.

**15. INTELLECTUAL PROPERTY** - The sale and delivery of the Company's equipment and/or software to the Customer shall in no way transfer to the Customer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property incorporated into the equipment and/or software.

**16. DISCLAIMER OF DAMAGES** - IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of the Customer's customers or contractors for such damages. The Customer agrees that in the event of a transfer, assignment, or lease of the equipment sold hereunder the Customer shall secure for the Company the protection afforded to it in this paragraph.

**17. LIMITATION OF LIABILITY** - The Company shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of the Customer or third parties, whether negligent or otherwise. In no event shall the Company's liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one (1) year from the date in which the cause of action accrues. Except as provided in Article 12, the Company shall not indemnify any party.

**18. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE** - If the Company provides the Customer with assistance or advice which concerns any parts, products, service supplied hereunder or any system or equipment in which any such part, product or service may be installed and which is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability, whether based in contract warranty, tort (including negligence) or otherwise.

b. By making available necessary corrected or replacement programs.

**19. INTERPRETATION** – Should any term or provision contained in the contract contravene or be invalid under applicable law, the sale shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared therein.

### **Standard Terms and Conditions for PT. Mettler-Toledo Indonesia - Field Service**

As used herein, "the Company" is understood to mean PT. Mettler-Toledo Indonesia. The following terms and conditions shall apply to all services performed for the Customer, including Call Service and Contract Service. Contract Service is defined as all field service performed under an existing contract for service between the Customer and the Company. Call Service is all field service not performed under an existing contract. The Customer understands that the terms and conditions set forth below shall take precedence and supersede any additional and/or inconsistent terms and conditions set forth in any acknowledgment, purchase order, or acceptance documents requested from and/or provided by the Customer which shall be of no force or effect.

**1. RATES/PRICES** – Rates to be charged for services to be performed are those set forth in the Company's published and currently issued price lists. Rates/prices for services not covered under the Company's price list shall be determined by the Company at the time of providing such services. Prices for billable parts shall be those in effect at the time of installation. Quoted rates/prices do not include any applicable taxes, and any such taxes shall be billable to the Customer as separate items.

**2. PAYMENT TERMS** - Except as otherwise specified herein, payment shall be made by the Customer to the Company in advance. In addition, the Company shall be under no responsibility to send a service representative to the Customer's facility should the balance owed to the Company be outstanding for more than thirty (30) days. In the event that Company initiates any legal proceedings to collect any amount owed by the Customer, the Customer agrees to pay all of Company's legal fees and expenses on an indemnity basis.

### **3. WARRANTIES**

**a. SERVICE** – The Company warrants that the service shall be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 30 days after the work is completed and prompt notification thereof is made by the Customer in writing to the Company, the Company will supply the necessary service, direction or consultation to correct the nonconformity. Call Service will be warranted for 30 days. (There are no other warranties, express or implied).

**b. PARTS** – If any part provided by the Company shall prove defective in material and/or workmanship within ninety (90) days from the installation date, the Customer shall immediately notify the Company in writing of such defect. Should any such parts be found defective during the first 30 days after installation, the Company at its option will refund the purchase price or modify, repair or supply a replacement part, including labour and travel, free of charge to the Customer. For the remainder of the warranty period, the Company will correct such deficiencies, furnish replacement parts and the Customer shall bear the technician's on site labour and travel cost. The Company shall have the option to have the part returned to it, F.O.B. its factory, or to make such adjustment at the point of installation. The Company shall accept no responsibility if such part has been improperly operated or maintained or if the Customer has permitted any unauthorized modifications, adjustments and/or repairs to the part. Parts not manufactured by the Company shall be covered by the warranty of the manufacturer or supplier thereof.

**c. GENERAL** – THE COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY. The foregoing service and parts warranties shall be the Company's only obligations and the Customer's only and exclusive remedies for any action, whether in breach of contract, warranty, negligence or otherwise.

**4. INSURANCE** - The Company maintains the following insurance coverage: a. Workers' Compensation b. Public Liability Insurance

**5. GATE PASSES** - The Company's field service representatives are neither required nor authorized to sign gate passes or similar documents of the Customer howsoever characterized that include conditions which in any way impose liabilities inconsistent with the limitation of liability stated herein or otherwise modify the undertakings of the Company under these terms and conditions.

**6. LIENS** - The Company does hereby represent and warrant that as of this

The Company makes no promise or representation that its product will conform to any laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon for compliance in writing as a part of the contract between the Customer and the Company. The Company's prices do not include the cost of any related inspections or permits or inspection fees.

**DISCLAIMER OF DAMAGES – IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE;**

such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of the Customer's customers or contractors for such damages. The Customer agrees that in the event of a transfer, assignment, or lease of the equipment sold hereunder that the Customer shall secure for the Company the protection afforded to it in this paragraph.

**9. LIMITATION OF LIABILITY** - The Company shall not be liable for any loss, claim, expense or damage caused by, contributed to by or arising out of the acts or omissions of the Customer or third parties, whether negligent or otherwise. In the event that the Company is unable to service and/or repair the Customer's equipment for any reason, the Company will refund the amount charged in proportion to the uncompleted work and the Company's liability to the Customer will be limited to the amount refunded and the Customer hereby waives its rights to claim for any other sums or damages against the Company. In no event shall the Company's liability for any cause of action whatsoever exceed the cost of the services performed giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one (1) year from the date in which the cause of action accrues. Except as provided in Article 7, the Company shall not indemnify any party.

**10. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE** - If Company provides the Customer with assistance or advice which concerns any parts, products, service supplied hereunder or any system or equipment in which any such part, product, service may be installed and which is not required pursuant hereto, the furnishing of such assistance or advice shall not subject the Company to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

**11. INTERPRETATION** - In the event that any term or condition set forth herein is ultimately determined to be in contravention of or invalid under any applicable laws, then any such term or condition shall be modified to the extent necessary so that it is enforceable and if not so modifiable to be deleted herefrom, and the remaining terms and conditions as set forth herein shall remain in full force and effect.

**12. SCOPE** - Except as otherwise specified, Company shall furnish service during regularly scheduled working hours of 8.30 am to 5.15 pm, Monday through Friday. Service after regular weekday hours and on Saturdays, Sundays, and holidays shall be provided at prevailing overtime rates.

**13. FORCE MAJEURE** – The Company shall not be responsible or liable for any delay to service the Customer's equipment, or provide replacement parts therefor, if such delay or failure is caused by any act of God, fire, flood, explosion, war, insurrection, riot, embargo, action, statute, ordinance, regulation or order of any government agency, shortage of labor, material, fuel, supplies or transportation, strike or other labour dispute, or any cause, contingency, or occurrence of any nature, whether or not similar to those herein before specified, beyond the Company's control, which prevents, hinders, or interferes with the performance of said services or the supplying of said parts.

**14. CONTRACT** – The services provided by the Company are meant to assist the Customer in optimizing the performance of the covered

date hereof no liens of third parties are in existence relative to the parts/services to be provided hereunder. Additionally, the Company represents that it will use its best efforts to discharge and satisfy any such liens should they arise subsequent to the date hereof. Nothing herein shall be construed so as to limit the right of the Company to file any liens, as appropriate, against the Customer.

**7. INDEMNITY** – The Company agrees to indemnify the Customer and hold it harmless from and against any direct loss suffered and any liability to third parties whenever such loss or liability is directly due to bodily injury (including death) to any person or direct damage to any property occurring in the course of and caused by the negligent act or omission of the Company in the performance of any work on the premises of the Customer. This indemnity shall include reasonable legal fees and settlements of claim or suit under the circumstances.

**8. REGULATORY LAWS AND/OR STANDARDS** - The performance of the parties hereto is subject to the laws of Indonesia and the parties agree to submit to the nonexclusive jurisdiction of the Indonesia courts. The Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products. However, the Customer recognizes that Company's products are utilized in many regulated applications and that from time to time standards and regulations may be in conflict with each other.

equipment during its useful life. Factors such as machine cycles, sanitation, humidity and operator practices can affect the equipment's performance and useful life. If such factors are present or if the Customer has misused, abused or been negligent in its operation of the equipment, the Company shall so notify the Customer that the cost of any necessary repairs must be paid by the Customer.

**15. LOCATION OF EQUIPMENT** – Except as otherwise agreed to by the Company, any maintenance or repairs performed under contract shall be done at the equipment location specified herein. The Company must be notified of any location changes or cancellations of listed equipment by the Customer.

**16. TERM OF CONTRACT** – The contract shall be effective on the date executed by the Customer and the Company, and shall continue in effect for the length of time specified in the contract. If, however, the Company determines that it is unable to maintain the equipment at the rates specified in the contract due to misuse, abuse, machine cycles, age or operation of the equipment, the contract may be cancelled immediately at the Company's option. In the event the equipment requires major repairs, the Customer shall pay for the cost of same as indicated on the Company's itemized estimate of repairs. If the Customer fails to accept such repairs or issue a purchase order for the same within thirty (30) days of the Company's estimate, the contract will immediately terminate. The Customer's equipment shall thereafter only be serviced on a time and materials basis. This contract supersedes any outstanding Company equipment maintenance agreement pertaining to the same equipment and constitutes the entire agreement between the parties with respect to the maintenance of the equipment listed herein. Either party can terminate this contract with thirty (30) days' written notice to the other party. This contract shall not be varied except in writing executed by both Company and the Customer.

**17. CANCELLATION CHARGES** – If this contract is canceled or terminated prior to its scheduled expiration date, the Customer is subject to pay Company a cancellation charge of 10% of the contract sum (pro-rated according to the contract terms at the Company's discretion). If the cancellation is due to the Customer's replacement of its existing equipment with new Company equipment, the cancellation charges will be waived.

**18. ASSIGNMENT** – This contract is not assignable by the Customer without the prior written consent of the Company.