

CUSTOMER:	PT. SEMARANG SAUTOCOMP INDONESIA	TO:	Ayuhanua
QUOTATION N°:	2024ID-23554 Rev01	FROM:	Arvind Soni
DATE:	26/11/2024	RFQ:	

PAYMENT TERMS:	30 days from Invoice
INCOTERMS:	DDP - SAMI-JF
DELIVERY PERIOD:	4 weeks

OFFER FOR VISION SYSTEM SPARE PART

REFERENCE	02MCT860B			
PART NAME	Micro-switch - CT-860B			
QTY	1			
UNIT PRICE:	Rp	102.300		
TOTAL NET PRICE:	Rp	102.300		

GENERAL COMMERCIAL CONDITIONS

1. All goods transacted are subject to the conditions of sale as convened in "Emdep General Sale conditions" document.
2. Any injuries, loss of income or other losses of earnings or injury claims for compensation associated with the installation, handling or otherwise use of the product and its principals cannot be held responsible or liable for any claims what so ever.
3. Emdep warranties the correct working of modules for one year period. In case of non-correct working, Emdep will either replace the module free of charge, or will send a technician to repair it. Are excluded from the warranty the malfunctioning caused by the non-correct use of goods.
4. Emdep will apply the test criteria shown in the offer, and accepted by you with your Purchase Order. If any difference regarding criteria is find, Emdep would only accept the responsibility of applying the criteria indicated in the offer and, consequently, in the purchase order.
5. Bank Information

Bank Name	: Bank Mandiri
Recipient Name	: PT. EMDEP ASKARA TECHNOLOGY
Account Number	
IDR	: 167-00666-88689
6. Quotations validity
 - 6.1 All quotations are to be deemed valid for 10 days from the issued date.
 - 6.2 All quotations are to be considered to be ex-works unless otherwise stated.
7. Delivery period after reception of purchase order, and needed samples (connectors with and without wires, all harnesses to be programmed and all drawings). Delivery period is estimated and
 - 7.1 Orders will only be accepted in writing/facsimile.
 - 7.2 Acceptance of order on receipt of agreed payment conditions.
8. All goods shipped will be according to Incoterms 2010.
 - 8.1 Pre-delivery inspection can be arranged at the buyers cost.
9. The property of the merchandise is not transferred to the buyer until it has not satisfied the totality with the agreed price. EMDEP reserves to the dominion on these merchandise, being able to even vindicate them in case of resale of the same ones on the part of the buyer.
10. For the Items about special or complicated Modules (Example: Fuse box, connectors that need special pins done specially for this type of terminal... etc...) EMDEP Will be exonerate from any responsibility over the one contemplated in the warranty clause if the customer do not provide us the preconisation from the connector supplier and 10 operative samples to do the test

11. The quotation price do not include TAXES

12. The responsibility limitation for production Brake down.

EMDEP is not responsible for any economic damages or losses suffered by the CUSTOMER or their own customers, directly or indirectly originated by potential break downs or failures from sold products. Furthermore, in no case EMDEP will be responsible for economic damages and losses suffered by the CUSTOMER or their own customers as a consequence from a delivery delay of products sold. In both cases, shall be applied the referred in the Guaranty section from this contract.

13. Push back Boxes:

It is CUSTOMER responsibility provides to EMDEP the supplier technical specifications from connectors for which it's requested apply push back. In case that it is not possible provides this specification, the CUSTOMER must specify, in written form, the force to be applied in each terminal from connector, being exonerate EMDEP from any responsibility for malfunctioning from product if it is demonstrated the application force requested by customer. In cases that CUSTOMER can't provide or do not want to provide the information from previous paragraph; EMDEP will apply the force in pins that consider necessary in accordance with its experience and in no case will be inferior to 5 Newtons and neither superior to 20 Newtons. In that case, EMDEP also will be exonerate from any responsibility of malfunctioning from product.

14. In case of Vision system, the following rules are to be applied:

- The detection strategy will be determined by Emdep.
- Fuses and relays are included in the scope of the programming, additional elements. (such as screws, pullers or other components) must be specified in written form before the quotation is issued.
- It is compulsory to receive physical sample of the fuse boxes with full population of the elements to be recognized
- It is necessary to receive a set of minimum quantity 3 for each element to be recognized
- For each element to be recognized, Emdep will choose the best recognition method (symbol, color or both) as well as the representative area in such way that it will be assured the presence/absence and no confusion possibility among the other elements.
- The recognition of strange/non programmed elements is a feature not programmed by default. It will be only programmed under specific indications from customer before the equipment delivery.

We attach below the testboard characteristics and the test criteria for modules included in it. For any additional question regarding this offer, please contact our Commercial Department.

Best regards,

Approval by:

PT. EMDEP ASKARA TECHNOLOGY

Approved	Approved	Checked
Rendhika Director	Arvind Business Head	Murugan Manager

EMDEP GENERAL CONDITIONS OF SALE

1. Unless otherwise expressly agreed in writing, all goods are sold upon the following terms and conditions to the Exclusion of any terms and conditions of the Purchaser and no agent or representative of **EMDEP** (the Company) has any authority to vary or omit part of or all of, these conditions. Acceptance of delivery of the goods shall constitute acceptance of these terms.
2. Any deficiency in quantity of product delivered or transportation damage as at the time of delivery .
3. Shall be notified to the Company immediately upon receipt. Acknowledgement of the delivery shall be deemed to be acceptance of the quantities as set out by the invoice and that the product has not suffered from transportation damage.
4. The Company will make good at its option by repair or replacement any articles sold by it which, within 12 months after delivery, are shown to the Company's satisfaction to have been, at the time of delivery, defective where such defect is solely attributable to defective workmanship, materials or manufacture provided that:
 - (i) the Company is immediately notified upon detection; and
 - (ii) no defect is caused by wilful damage, negligence, incorrect storage or application, incorrect use, movement, installation or assembly (except by the Company, its servants or its agents) or defects caused by fair wear and tear; and
 - (iii) if required by the Company the goods are returned to the Company within one month of the discovery of the defect.

The warranty contained in this Condition is the ONLY express warranty given by the Company. All other conditions, representations, terms and warranties as to the fitness or quality of the goods supplied for any purpose, whether express or implied, whether statutory or otherwise and whether verbal or in writing are hereby excluded and negative to the full extent permitted by law in each case.

5. Subject only to the provisions of Condition 3 the Company hereby excludes to the full extent allowed by law all liability of any kind whatsoever to the purchaser or any other party for any loss, damage or loss sustained or incurred by the purchaser or any other party in consequence of or resulting by, directly or indirectly, the supply of, use of, or performance of any products or services for whatever reason whether arising out of any breach by the company of any contract incorporating these Conditions or negligent or wrongful acts by the Company or its servants or its agents in connection with its products and or its services, and limits any liability that it might nevertheless have to a maximum amount being the invoiced price of the products or services in question.

6. No goods may be returned to the Company without the Company's prior written consent.
7. The modifications of EMDEP products, other than in accordance with the Company's written approval in each case, is not authorised and may result in product defects. The warranty contained in these conditions will not extend to any product which has been the subject of any unauthorised modification.
8. The Company reserves the right to declare void any warranty claim where the claimant does not extend to the Company a reasonable opportunity to fully inspect the product, application and circumstances of the product.
9. The Company sets out suggestions as to the use of, installation of and care of its products on the understanding that those suggestions are made solely to assist the purchaser to get the best results from its purchase, and that they do not amount to warranties or otherwise add to or vary these Conditions of Sale in any way.
10. The Company will use its best endeavours to deliver at the time stated and all delivery dates shall be regarded as best as estimates only. The purchaser must accept the actual delivery date and the Company shall not be liable for any losses, costs, damages or expenses suffered by the purchaser or any other party as a result of any delivery in delivery.
11. Where orders are accepted by the Company for special production runs, unless otherwise agreed to in writing, the Company reserves the right to make delivery and charge for one off small deliveries. The Company will not accept any restriction of its right to manufacture or sell or offer to any other purchaser goods which may have been manufactured specially for a specific purchaser or purchasers.
12. For so long as any amounts remain owing to the Company, title to and property in the goods shall remain in the Company and shall not pass to the purchaser. All goods which remain the property of the Company will be held by the purchaser on behalf of the Company in a fiduciary capacity and shall be stored separately from all other goods. At any time after the due date for payment of any account owing from the purchaser to the Company and so long as such amounts have not been received by the Company in full, the Company at the purchaser's expense shall be entitled to require the purchaser to return to the Company and shall have the right to enter the buyer's premises or where the goods are stored and remove there from all goods which remain the property of the Company.
13. The Company will not be liable for breach of contract arising from or caused by, directly or indirectly, force majeure, war, strikes, riots and civil commotions and nature disasters.
14. Any order that has been accepted by the Company may not be reduced or cancelled after acceptance without the agreement of the Company in writing.
15. EMDEP reserves the right to purchase in preference to any person the equipment sold in this contract, if for any reason the owner wants to resell. Therefore, the owner of the equipment is required to notify to EMDEP its intention to sell and the conditions in which they want to do it. If no agreement is reached, EMDEP not be held technical assistance and any type of warranties linked to equipment and its components.

6.2 All quotations are to be considered to be ex-works unless otherwise stated.

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LICENSES:

LICENSE TYPE:

LICENSE NUMBER:

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5. BACK-UP COPY. If Manufacturer has not included a back-up copy of the SOFTWARE PRODUCT with the COMPUTER, you may make a single back-up copy of the SOFTWARE PRODUCT. You may use the back-up copy solely for archival purposes. Back-up Utility. If the SOFTWARE PRODUCT includes a Microsoft back-up utility, you may use the utility to make the single back-up copy. After the single back-up copy is made, the backup utility will be permanently disabled. Except as expressly provided in this EULA, you may not otherwise make copies of the SOFTWARE PRODUCT, including the printed materials accompanying the SOFTWARE.

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