

TERMS AND CONDITIONS OF SALE

1. **SPECIFICATION:** The equipment/ component is supplied in accordance with OMRON's printed catalogue, (subject to any modification made since publication). If OMRON adopts any changes in construction, design or the specification thereof the buyer shall accept the equipment/ component so change in fulfillment of the order.
2. **ACCEPTANCE OF QUOTATION:** In the absence of express terms to the contrary, this quotation automatically expires 30 days from the date hereof unless unconditional acceptance in writing is received by us prior to that time. It may be accepted in part only with our consent in writing.
3. **PRICES QUOTED:** The prices quoted cover only the quantity and the delivery schedules. Upon receipt of the customer's acceptance, the price of any article scheduled for delivery on a date beyond a period of 90 days from the date of this quotation is subject to increase or decrease by us unless otherwise agreed in writing. Prices (unless otherwise specified) include ordinary packing only.
4. **IMPORTED ARTICLES:** In so far as any quotation is in respect of articles imported or to be imported, the quotation is subject to Indonesia Law permitting such import and is based on the then current list price of overseas supplier, current rates of Freight, Duty and Primage to date of passing Entry and Exchange to due date of Payment being for customer's account. Further, where articles are capable of being admitted under preferential rate of Custom Duty or exempt from Custom Duty, then we shall endeavor to do so. Should such admission be refused we reserve the right to re-charge the articles at the Duty rate applicable.
5. **DELIVERY:** Unless we otherwise specify, delivery will be made F.O.B. our plant or depot or the plant of our associate company and title and risk of loss shall pass to the customer at the point. We reserve the right to choose means of transportation and to route shipments when specified instructions are not included with order. We shall not be liable for delay in delivery cause beyond our control or due to act of God, fire, strike, flood, epidemic, quarantine restriction, war insurrection or riot, civil of military authority, act of Government, freight embargo, delay in transport, unusually severe weather, or default of a supplier or subcontractor. In no event we be liable for special or consequential damages.
6. **ORDER SCHEDULING AND SCHEDULE CHANGES** All schedules must be negotiated. All changes in schedulship dates must be communicated to seller at lease six (6) weeks prior to shipment.
7. **WARRANTY:** We warrant the articles to be free from defects in material or workmanship under recommended use and service. Our obligation under this warranty, however, is limited to repairing or replacing at our plant or plant of our associates any part, which, in our judgment, upon inspection, is defective as above stated provided the notice of such defect is given to us, and the article is returned to us within a period of fourteen days from the date of the article is placed in service.
8. **RETURN:** Articles will not be accepted for credit unless prior approval in writing has been given by us, and our Invoice No is quoted on all documents. All transport charges are to the customer's account.
9. **TAXES:** The prices quoted do not include any present or future tax, duty or charge, that is or may be imposed on the articles subject to this quotation or on subsidiary articles or materials incorporated therein. Any such taxes, duties or charges will be added to the invoices as separate items unless appropriate exemption certificates are furnished by us.
10. **CANCELLATION:** Orders, once accepted, are not subject to cancellation without our written consent. Where we consent to cancellation settlement will normally be made on the following basis Customer to pay, upon delivery, the full purchase price of all articles completed at the time we agree to cancellation and, if we elect to complete any part or all of the articles scheduled for delivery within 30 days from such time, the full purchase price of all such articles so completed. The customer will further pay to us a percentage of the purchase price of all other articles such to be equivalent to the percentage of completion thereof as determined by our normal cost accounting methods together with the full unamortized costs of materials, dies, tools, patterns and fixtures, made or contracted specifically for the order. Invoices for all cancellation charges are payable promptly upon presentation. If not instructed within 60 days as to the disposition of the articles, etc. arising from the cancellation, we may sell the same, crediting the customer for the proceeds less all costs and expenses incurred by us in connection with such sale. We will agree to defer manufacture or delivery of any articles only if and to the extent expressed in writing to us.
11. **DEFAULT:** If the customer should fail to pay promptly, when due, any sum owing to us or to perform any agreement under this order or under any other heretofore or hereafter placed with us, or if he shall be adjudicated bankrupt or insolvent or shall make an assignment for the benefit of creditors or if there shall be instituted by or against him any proceeding under bankruptcy reorganization, arrangement, readjustment of debt as they mature then in any such event, we may, in addition or exercising any or all other rights that we may have, require payment of cash upon delivery, and we may, upon written notice to him at any time, terminate all our obligations under any one or more of such orders. Upon any termination pursuant to his clause the customers shall thereupon become obligated to pay to us the same sum in respect to each such order had been cancelled by him with our consent and settlement had been made on the basis set forth in Paragraph 10 of these Terms and Conditions.
12. **GENERAL:** This quotation supercedes any previous quotations or agreements, expressed or implied, relating to this transaction and unless otherwise agreed specifically in writing by us, be the sole terms and conditions and no other term or condition set forth on any order, acknowledgement or other documents submitted to us shall be effective. Further, no modification of or addition to or waiver of any of the terms and conditions hereof will be effective unless agreed to in writing by us.