

All design rights and intellectual property rights existing in the designs and products of CV Avisindo and in the images and texts and design of the CV Avisindo website are and will remain the property of CV Avisindo and any infringement of these rights will be taken seriously.

TERMS and CONDITIONS

1. GENERAL

These Conditions of Sale (the Conditions) supplied by CV Avisindo, alternatively described as Avisindo C.V. (the Company) to a purchaser (the Buyer) will be incorporated into each contract (the Contract) made by the Company for the sale of the Company goods (the Goods). Such Contract will be deemed to have been formed upon issue by the Company of the Confirmation of Order and Pro-Forma Invoice and the agreed Down Payment from the Buyer being received into the Company bank account as cleared funds. The Company Contract as aforesaid will be upon the Terms and Conditions as stated within these Terms and Conditions and any variations as agreed between the Company and the Buyer in writing will apply to these Terms of the Conditions and apply to the Contract. No variation of any of the Conditions will be effective unless in writing and signed by a duly authorised representative of the Company. Website Prices are based on a full, mixed or single model, 40HC Container with a minimum order quantity (MOQ) of 10 (ten) items of any model and

packaged in corrugated wrapping. Requests for packaging other than corrugated paper will be subject to a price adjustment and will be shown as a component part of the quoted price. Acceptance of any request for an Order for a 20' Container will be at the sole discretion of the Company

- a. All orders are accepted subject to, and incorporate, these Terms and Conditions to the exclusion of any other Term or Condition.
- b. Unless otherwise specifically incorporated, any price lists, catalogues, brochures, website or other advertising material produced by the Company will not form part of any Contract between the Company and the Buyer.

2. THE GOODS

Anything expressed by or on behalf of either party capable but for this clause of constituting a condition or warranty for Goods whether collateral to any contract between the Company and the Buyer or implied by statute, common law or otherwise is hereby expressly withdrawn or cancelled.

- a. The Goods will be supplied in accordance with the specifications agreed between the Company and the Buyer prior to the issuing of the Confirmation Order and Pro Forma Invoice. Any variations to such specifications or variations to the Confirmation

Order shall be agreed in writing between the Company and the Buyer prior to any work being undertaken

b. The Company warrants that the goods will at the time of tender for delivery (shipment from the premises of the Company or such agent as used by the Company) correspond to any agreed written specification but in the absence of any agreed written specification the Company warrants that the goods will at the time of tender for delivery be of normal commercial quality. Unless otherwise stated all goods will be shipped FOB or Ex Works and all items will be appropriately packed with due regard to normal safety and security in transit in accordance with the Confirmation Order. Whilst every care will be taken to ensure that any glass forming part of the specification of an item will be protectively wrapped and then carton boxed or crated the Company accepts no liability for any breakages during transit to the Buyer. In the event of any breach of the above warranty the Company will at the option of the Company:

1. Replace any goods shown to be in breach of the warranty, or
2. Repair or otherwise bring the goods into conformity, with the agreed specification or (as the case may be) normal commercial quality, or
3. Take back any goods shown to be in breach of the warranty and refund the appropriate part of the price and performance.

Any one of the above options will constitute an entire discharge of the liability of the Company under this warranty.

The above warranty and undertaking is conditional upon:-

4. The Buyer inspecting the goods within 24 hours of receipt of the same.
5. The Buyer giving notice within 5 days of all defects which have been or ought with reasonable diligence to have been ascertained on such inspection and in the case of defects which were not reasonably ascertainable on such inspection within 3 days of the same becoming apparent.
6. The Buyer affording the Company a reasonable opportunity to inspect the goods.
7. The Buyer making no further use of the goods after the time of discovery of the defect and the goods not having been damaged by the Buyer (no account being taken for this purpose of fair wear and tear at the time of discovery of the defect). In the event of any breach of the above warranty in relation to part only of the goods to be supplied by the Company under any order or part only of the goods to be supplied by the Company under any order or contract such breach will not entitle the Buyer to cancel or refuse delivery of the remainder of the goods to so be supplied.
8. From receipt of the Goods until two years thereafter the Company warrants the serviceability of the Goods subject to fair wear and tear and to Item 10 of these Terms and Conditions. Should a situation arise that meets these conditions the Company undertakes to make arrangements to rectify the problem by repair or replacement of the Goods in question.

9. Damage incurred that does not form part of the warranty includes damage in transit post the tender for delivery and any such damage will be an issue between the Buyer and the appropriate party

c. No liability will be accepted for any defect in the goods unless the same have been handled, stored and used in accordance with instructions either contained in any agreed specification or technical information sheet or on the container of the goods supplied by the Company.

3. MEASUREMENTS, COLOURS AND SHADES

a. As all products produced by the Company are handmade all overall measurements quoted are subject to a tolerance of +/- 20mm

b. The Company will endeavour to maintain the colours and shades of any goods but as products are made with natural materials the Company are unable to guarantee that there will not be slight variations between colours and shades of one delivery or part of a delivery and another delivery or part of such other delivery.

c. When requested the Company will endeavour to match colours and shades to a sample. The Company are however unable to guarantee that the colours and shades of the sample and the finished goods will be identical although every endeavour will be made to achieve as close a proximity of match as possible.

4. DELIVERY

- a. Any time or date for delivery specified by the Company is an estimate only. The Company will make every endeavour to be in a position to load the requisite Container within 48 (Forty eight) working days of receipt of the Down Payment. Working days are based on a normal 5.5 (Five and a half) day week, excluding National and Local statutory holidays and days lost for production due to circumstances outside the control of the Company. The Company will notify the Buyer when ordered goods will be ready for shipping FOB and the Buyer will be obliged to arrange for shipment of such goods within 14 (Fourteen) days from the ready for shipping date. Failure to arrange shipment within such time frame will lead to a storage charge being implemented such storage charge to be at such rate as notified by the Company to the Buyer on notification of the date of readiness for shipping. For collection Ex-Works the Buyer will be obliged to take delivery no later than seven days following receipt of such notice or earlier subject to payment funds having been cleared.

- b. Originals of the Bill of Lading documentation of the Company for goods shipped FOB or a signed Company Packing List countersigned by the carrier for the Buyer for Ex Works shipments will be conclusive evidence of the quantity of goods delivered unless within 24 hours of receipt of the goods the Buyer give notice to the Company that the quantity stated in the delivery note is incorrect.

- c. The Company may at the discretion of the Company make instalment deliveries.
- d. As all deliveries are made by a commercial carrier the Buyer is advised to ensure that all necessary documentation is signed when the goods have been accepted with regard to their condition on receipt. If all necessary documentation is not signed according to the state of goods received i.e. satisfactory/damaged, a claim cannot be made against the commercial carrier. Therefore it is essential that, if time does not allow it, it be stated on the delivery note of the commercial carrier that the goods have not been checked.

5. PRICE

All prices quoted by the Company are valid for 28 (twenty eight) days from notification. Any price contained in the acceptance of the Confirmation Order is provisional only in that the Company reserves the right to vary such price according to any increase in cost of labour, manufacture, packing, transport or materials taking effect prior to delivery of the order, or that part of the order remaining undelivered at the time of such increase. The Buyer is required to reimburse the Company for any increase in any tax, governmental charge or customs duty or for any new tax, government charge or customs duty hereafter becoming effective which the Company may be required to pay to any government or customs office upon sale, production or transportation of the goods and which has the effect of increasing the costs of the order to the Company.

6. CANCELLATION, SUSPENSION AND TERMINATION

If the Buyer purports to cancel the whole or any part of the Contract the Company may by notice in writing to the Buyer elect to treat the contract as repudiated and the Buyer will thereupon be liable to pay the Company by way of liquidated damages a sum equal to all the expense incurred by the Company in connection with the Contract including an appropriate amount in respect of administration overhead, costs and losses of profit, and the Company's reasonable estimate of the expenses incurred will be final and binding on the parties.

7. PAYMENT

- a. Payment must be in accordance with the Agreed Terms between the Company and the Buyer either by way of Bank Transfer or an agreed Letter of Credit in accordance with the terms set out below. All sales are subject to agreement of Letter of Credit and/or receipt of cleared funds prior to commencement of work.
- b. For payment not made by Letter of Credit a Down Payment of 50% of the Pro Forma Invoice total or such percentage amount as agreed between the Company and the Buyer will be required to be made within seven days from the issuing of a Confirmation of Order and Pro-Forma Invoice by the Company. Production will commence upon clearance of payment and the estimated time to loading for shipping of the first or only

Container will be forty eight working days from commencement of production subject to any amendment. Payment of the remainder sum as set out in the Commercial Invoice will be required within five days of the transmission by the Company to the Buyer of the Commercial Invoice and a certified copy of the Bill of Lading and Packing List.

c. Should funds not be made available within the aforesaid time scale the delivery will be suspended.

d. Payment is due in the currency set out in the Pro Forma Invoice by bank transfer and any issued Invoice will not be deemed as paid until clearance of funds has been notified to the Company. Any costs incurred in the transmission of payment to the Avisindo Bank Account will be the responsibility of the Buyer as the amount invoiced is the amount that is required to be deposited in the Avisindo Bank Account.

e. Upon notification of clearance of funds the originals of the Bill of Lading Certificate of Origin Certificate of Fumigation Packing List and Commercial Invoice will be couriered to the Buyer unless the Buyer requests the Telexing of the Bill of Lading whereby certified and signed copies of the Certificate of Origin Certificate of Fumigation Packing List and Commercial Invoice will be scanned and emailed to the Buyer.

f. If at any time the Company has bona fide doubts about the solvency of the Buyer the Company may refuse delivery of any goods remaining to be delivered until arrangements as to payment or credit have been established to the reasonable satisfaction of the Company.

8. PASSING RISK AND TITLE

a. The risk in the goods will pass to the Buyer upon the Container being liable to the pending issuance of the Bill of Lading or by the signing of the official Company Packing list by the carrier for goods Ex-Works.

b. Until payment in full of the price of the goods and of all other sums payable to the Company from the Buyer:-

1. Title and the property in the goods will remain in the Company.

2. The Buyer will store and keep the goods and any new product into which the goods are converted in such a manner that they can be identified as being the property of the Company.

3. Pending the passing of the title and property any resale of the goods and any new product into which the Buyer converts the goods will be for the account of the Company and the proceeds thereof will be the property of the Company.

4. The Buyer hereby grants to the Company an irrevocable license to enter upon any of the premises of the Buyer for the purpose of repossessing the goods.

5. The Buyer may not withhold the payment of any invoice or any amount due to the Company by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatsoever.

9. DEFAULT IN PAYMENT

Should payment terms not be adhered to the Company reserves the right to institute recovery and all such costs incurred in instituting recovery action will become the

responsibility of the Buyer. The Buyer will be responsible for all reasonable cost incurred in the recovery of any Outstanding Balance (including the employment of a debt collection agency and all potential legal costs). A Debt collection surcharge will be levied against the amount of the Outstanding Balance as pertaining seven days after the presentation of the Final Commercial Invoice and the surcharge plus the Outstanding Balance will then constitute the Outstanding Debt which will be calculated in accordance with the under mentioned rates with any further additional costs being dependent on the Buyers country of origin and the debt collecting agencies employed. The following are the surcharge rates to be levied against an Outstanding Balance: for an Outstanding Balance of up to \$3500 US an additional surcharge will be levied of 53%; between \$3500 & \$7500 a surcharge will be levied of 45%; between \$7500 & \$22500 a surcharge will be levied of 43%, any balance above \$22500 will be surcharged at 41%. The surcharge calculation excludes any payments that may have been made subsequently against the original Outstanding Balance but any such payments made will be offset against the Outstanding Debt.

10. MAINTENANCE

Any maintenance undertaken by the customer should comply with CV. Avisindo furniture care procedures which are available subject to written enquiry. Any maintenance not endorsed by CV. Avisindo will invalidate any warranty or guarantee.

11. DRAWINGS, DESIGN AND DEVELOPMENT

All drawings, descriptions, illustrations, weights and dimensions given in the Company's catalogue, price list, website or other advertising matter are approximate and intended for a general guidance purpose only. As the policy of CV. Avisindo is one of continual development we reserve the right to amend design specifications and dimensions without prior notice.

12. GOVERNING LAW

This Contract will be treated as though it were executed and performed in Jakarta, Indonesia and will be governed by and construed in accordance with the laws of the Republic of Indonesia (without regard to conflict of law principles). Any cause of action of the Buyer with respect to the Contract must be instituted within three months after any purchase or be forever waived and barred. All actions will be subject to the limitations set forth in Section 2 and 10. The language in this Contract will be interpreted as to its fair meaning and not strictly for or against any party.

13. LITIGATION

In relation to any legal action or proceedings ("Proceedings") arising out of or in connection with the Contract, the Buyer hereby agrees that such Proceedings may be brought in the Courts of the Republic of Indonesia and the Buyer hereby irrevocably submits to the jurisdiction of such Courts and waives any objection to Proceedings in any such Courts on the grounds that the Proceedings have been brought in an

inconvenient forum. Should any part of this Contract be held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions will remain in full force and effect. To the extent that anything in or associated with the Company is in conflict or inconsistent with this Contract, this Contract will take precedence. Failure of the Company to enforce any provision of this Contract will not be deemed a waiver of such provision nor of the right to enforce such provision.