

General Terms and Conditions of Purchase
(Version of March 2018)



1. **Scope**

Unless otherwise agreed in writing, these General Terms and Conditions of Purchase shall apply exclusively to this and all future purchase orders/contracts with the contractor (the "Contractor"). We shall not be bound by conflicting or additional terms and conditions of the Contractor, even if we have not expressly rejected them or have accepted delivery unconditionally.
 2. **Purchase Order/Contract; Offer**
 - 2.1 Any oral side agreements relating to the purchase order/contract must be made in writing.
 - 2.2 In the event of good cause affecting any continuing obligation under the contract or if insolvency proceedings have been commenced in relation to the Contractor's assets, and the Contractor has not yet performed or not yet fully performed the contract, we shall be entitled at our own sole discretion to rescind or terminate the contract and the Contractor hereby waives the application of Articles 1266 and 1267 of the Indonesia Civil Code.
 - 2.3 Quotes from the Contractor shall be free of charge; cost estimates will be paid only in accordance with a written agreement.
 3. **Correspondence**

In all correspondence, the Contractor shall indicate the purchase order number, the date of the purchase order/contract and the material name and/or material number specified by us.
 4. **Quality Management**

The Contractor shall maintain a quality management system, for example pursuant to DIN ISO 9001 and/or DIN ISO 14001. We are entitled to review the Contractor's system by way of audits subject to coordination of the same with the Contractor. In relation to any purchase of energy-related services or goods, the audit shall to a certain extent be based on the energy-related performance of such services or goods.
 5. **Compliance**
 - 5.1 We refer to the documents titled "Code of Conduct", "Global Social Policy" and "ESHQ Values" which apply exclusively to Evonik Industries AG and its subsidiaries and which are available at <http://www.evonik.com/responsibility>. "Subsidiaries" are entities controlled by Evonik Industries AG and "control" means directly or indirectly holding at least fifty (50) percent of each legal entity's voting stock or possessing the power to direct or cause the direction of its management and policies. We further refer to the "Evonik Code of Conduct for Suppliers" which sets out corresponding standards for our suppliers and which is also available at <http://www.evonik.com/responsibility>. We expect the Contractor to observe the internationally recognized minimum standards of the UN Global Compact and the international labour standards of the International Labour Organization (ILO).
 - 5.2 The Contractor shall also comply with all anti-corruption laws applicable to the contractual relationship between the Contractor and us. Without prejudice to any other rights or remedies available to us, any breach of the first sentence of this Section 5.2 in connection with the contractual relationship between the Contractor and us is deemed to be a breach of contract which shall entitle us to terminate the contract for cause.
 6. **Subcontractors**

The appointment of subcontractors requires our prior written consent. The Contractor shall subject the subcontractors to the same obligations as those owed to us hereunder and furthermore shall ensure compliance with such obligations by its subcontractors.
 7. **Transport**
 - 7.1 The Contractor shall take note of the shipping address specified in the purchase order/contract. The transportation/shipping shall comply with the tariff, transportation and packaging regulations in respect of the applicable mode of transport, for example, railway, road transportation, shipping, air transportation, etc.
 - 7.2 In addition to the shipping address, the purchase order information (name), the purchase order number, purchase order date, place of delivery, the name of the recipient (if applicable) and the material name and/or material number specified by us shall always be included in the transportation documentation. If subcontractors are appointed, they shall identify in all correspondence and freight documents the Contractor as their customer as well as the abovementioned purchase order information.
 - 7.3 Load units from 1 ton onwards shall be labelled with the unit load weight in a clearly visible and indelible manner.
 - 7.4 The Contractor is entitled to provide partial delivery/performance only with our express approval.
 8. **Information on Hazardous Materials; Product Information**
 - 8.1 The goods to be delivered shall be labelled in accordance with the provisions of the Hazardous Materials Ordinance (if applicable), the EC/EU Directives for Hazardous Materials/Preparations (if applicable), and all applicable regulations of the agreed country of delivery/performance.
 - 8.2 The Contractor shall, prior to delivery and in a timely manner, provide us with all necessary product information especially those with respect to product composition and shelf life/service life, for example, safety data sheets, processing advice, labelling regulations, assembly instructions, workers' protection measures, etc., including any amendments of the foregoing.
 - 8.3 The Contractor shall ensure that the goods to be delivered shall not contain any gold, tin, tantalum, tungsten or combinations of the abovementioned materials originating from the Democratic Republic of Congo or its neighbouring states. The Contractor shall, upon our request, provide us with information on the origin of the abovementioned materials and/or combinations of the same.
 9. **Delay**
 - 9.1 The date of delivery/performance specified by us in the purchase order/contract is binding. The Contractor shall inform us without undue delay and in writing in the event it appears that it may not be able to perform its obligations within the agreed time period. In the event of delay, we shall be entitled to our statutory rights.
 - 9.2 The Contractor may claim in its defence that documents or information required from us have not been provided only if it has not received such documents or information within a reasonable period despite having sent us a reminder.
 - 9.3 We may claim any agreed and forfeited contractual penalty at any time up to the due date of the final invoice but at latest upon final payment.
 10. **Performance Certificates and Acceptance**

Any performance certificates to be provided for under the contract as well as the acceptance of the goods or services shall be free of charge and recorded by both parties in writing.
 11. **Weight / Volume**

Without prejudice to any claim that we may have, in the event of any discrepancy in the weight of the goods, the weight established by us upon the inspection of incoming goods shall prevail unless the Contractor proves that the weight determined by him at the time of passing of the risk in the goods was measured correctly in accordance with a generally accepted method of determination. This clause applies as well to the determination of the volume of the goods.
 12. **Invoices and Payment**
 - 12.1 Invoices shall comply with the applicable statutory requirements. The invoice shall include the purchase order number. Statutory sales tax shall be shown separately on the invoice. Invoices shall be sent separately to the invoice address stated on the purchase order/contract.
 - 12.2 The payment period shall commence upon the later of (i) delivery of the goods at their destination (as set out in the shipping address) or the acceptance of the work or service; and (ii) receipt of invoice at the invoice address stated in the purchase order/contract. Payment shall not constitute acceptance of goods or services.
 13. **Notification of Defects**

We will perform an inspection of the incoming goods only for the purpose of identifying obvious external (transportation) damage and obvious external deviations in terms of identity and quantity. We will send notification of such defects without undue delay after delivery has been made. In all other cases, we will send notification of defects as soon as these have been identified during our normal course of business.
 14. **Claims for Defects, Liability of Contractor, Statute of Limitations**
 - 14.1 The Contractor warrants that the goods delivered and the services provided comply with the individually guaranteed characteristics and the contractually agreed quality, are suitable for the contractually required use, that its value or fitness for the contractually required purpose is not adversely affected, that it is state of the art as well as that it complies with the current statutory and regulatory rules and regulations.
 - 14.2 If the delivery of the goods/performance of the service does not comply with Section 14.1 above or is defective in any other way, we may at our option demand, in particular, in addition to any of our other statutory rights, the prompt and free of charge replacement of defective goods or rectification of the defects. In particular, the Contractor shall also compensate us in such case for all costs and expenses incurred directly or indirectly by us in connection with the replacement or rectification. In urgent cases, or if the Contractor is in default of his replacement/rectification obligations, we are entitled to promptly remedy the defect ourselves or through a third party at the Contractor's expense. If the Contractor has given a guarantee for the quality or durability of the delivery/service, notwithstanding the above, we may also assert our rights under the guarantee.
 - 14.3 The Contractor shall be liable for legal defects in accordance with statutory regulations; in particular, it shall ensure that the delivery of the goods/performance of the services or its contractually agreed use does not infringe third-party patents or other intellectual property rights in the agreed country of delivery/performance. If a claim is asserted against us as a result of such infringement, the Contractor shall, at our first written request, release us and hold us harmless from all claims (including all legal costs) that we incur as a result of or in connection with such third-party claims. We may not enter into any agreement with the third party which adversely affects the Contractor without the Contractor's consent.
 - 14.4 In all other respects, the Contractor's liability shall be determined by the statutory provisions. Upon our first request, the Contractor shall release us and hold us harmless from third-party claims for compensation if the defect causing the liability claim is caused by and is the responsibility of the Contractor or its suppliers.
 - 14.5 Notwithstanding any Contractor's intellectual property rights, we or third parties commissioned by us shall have the right to service and repair the delivered goods.
 - 14.6 The statutory and/or contractually agreed claims and rights relating to defects and defects in title will become statute-barred in accordance with statutory regulations.
 - 14.7 Apart from the suspension of limitation period provided for by law, the limitation period for claims and rights relating to defects shall also be suspended during the period of time from the notification of a defect until the said defect has been remedied. The period of limitation will begin anew for deliveries of goods or performances of services that are redelivered/re-performed in full or in part and for deliveries and performances that have been replaced or rectified.
15. **Insurance**
 - 15.1 The Contractor shall maintain liability insurance on terms customary to the industry but in any event with a minimum coverage of 32,000,000,000 Indonesian Rupiah per occurrence for the duration of the contract, including the guarantee and warranty period. The Contractor shall provide documentation of its insurance coverage upon request; lower levels of coverage may be agreed with us on a case by case basis.
 - 15.2 We shall maintain transportation insurance for all shipments directly delivered to us (for examples, deliveries under sales contracts, contracts for work and materials, maintenance contracts and customised products, but excluding the delivery of materials for use by the Contractor on our site).
16. **Information**

All information, including drawings and other materials which we require for assembling, operating, servicing, or repairing the goods or services delivered to us, shall be provided to us by the Contractor in a timely manner, without us having to request for it and without charge.
17. **Entering the Plant/Site**

When entering our plant site/construction site, the instructions of our personnel shall be complied with. Further, the Contractor shall familiarize itself and comply with the respective site regulations (for example, safety regulations).
18. **Liability**

Regardless of the legal basis, we will be liable only for gross negligence, intent, or breach of a fundamental obligation essential for the fulfilment of the purpose of the contract. In the event of slightly negligent breaches of such fundamental obligations, our liability shall be limited to compensation for foreseeable damage that is typical for such a contract. This will not apply if we are mandatorily liable for injury to life, limb or damage to personal property pursuant to the applicable laws.
19. **Waste Disposal**

To the extent that the Contractor's delivery of goods/performance of services generates waste as defined under applicable waste management laws, it shall recycle or remove such waste, subject to any written agreement to the contrary, at its own expense and in accordance with such waste management laws. Title to, risk in, and the responsibility for the waste under the waste management laws shall pass to the Contractor upon the generation of waste.
20. **Confidentiality and Data Protection**
 - 20.1 The Contractor undertakes to keep confidential any information, knowledge and materials, for example, technical and other data, personal data, measured values, techniques, business experience, business secrets, know-how, drawings and other documentation (hereinafter known as "INFORMATION") received from us or disclosed in any other way by us or another company of our group, not to disclose such INFORMATION to third parties and use it for the purpose of executing the respective purchase order/contract only. The Contractor undertakes to return all INFORMATION delivered to him in a tangible form such as documents, samples, specimens, or the like without undue delay upon our request and without retaining any copies or notes. Further, it shall delete its own notes, compilations and evaluations containing INFORMATION without undue delay upon our request and shall confirm this to us in writing. We retain ownership and copyright to all INFORMATION.
 - 20.2 The Contractor shall comply with all applicable data protection laws and regulations. The Contractor shall inform its employees of the applicable data protection laws and policies and impose confidentiality obligations on them. At our request, the Contractor shall provide us with the relevant statements of compliance.
21. **Planning documents**

Any drawings or drafts etc. prepared by the Contractor pursuant to our requests shall become our property without us being additionally charged for it, regardless of whether they remain in the possession of the Contractor. Any statements made by the Contractor to the contrary or otherwise not in compliance with the aforesaid, for example, printed on the documents handed over to us, shall not be binding.
22. **Advertising Materials**

The Contractor may refer to the business relationship existing between us in his informational and advertising materials only with our express prior written consent.
23. **Prohibition of Assignment**

Assignments by the Contractor are prohibited; any exceptions will become effective only upon our prior written consent.
24. **Trade Terms**

Insofar as any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS®), they shall be interpreted and apply in accordance with INCOTERMS® 2010.
25. **Arbitration and Applicable Law**
 - 25.1 Any dispute, controversy or claim arising out of, or in connection with the contract or the legal relationship between the Contractor and us, whether based on contract, tort or otherwise including any question regarding its existence, validity or termination ("Dispute"), shall be referred to and finally settled through the Indonesian National Board Arbitration (Badan Arbitrase Nasional Indonesia) ("BANI") in accordance with its rules and regulations for the time being in force which are incorporated by reference in this Section 25.1. The seat of arbitration shall be Jakarta and the language of the arbitration shall be Indonesian. The arbitral tribunal shall consist of one (1) arbitrator appointed in accordance with the BANI rules. The arbitral award rendered shall be final, binding and incontestable and may be used as a basis for judgment thereon in Indonesia or elsewhere. Each of the parties hereby expressly waives any Indonesian legal requirements that would otherwise give a right to appeal the arbitration award and agrees that in accordance with Article 60 of the Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution ("Arbitration Law"), neither party shall have any right to appeal the arbitration award.
 - 25.2 The contract and the legal relationship between the Contractor and us shall be governed by the substantive laws of the Republic of Indonesia with the exclusion of its conflict of laws principles. The United Nations Convention on Contracts and the International Sale of Goods (CISG) of April 11, 1980 shall not apply.
26. **Language**

Pursuant to Law No. 24 of 2009 on Flag, Language, National Emblem, and National Anthem, these General Terms and Conditions of Purchase are in both Bahasa Indonesia and English and both versions are valid and binding. In the event of any conflict between the Bahasa Indonesia and English versions or should there be any dispute on the meaning or interpretation of certain provisions, the English version shall prevail.