1. Definitions

"Business Days" means a day (other than a Saturday, Sunday or public holiday) when banks in Indonesia are open for business.

"Buyer" means the person, firm, company, or other party to whom Goods are sold or Services are supplied by PT. SPIRAX SARCO INDONESIA and any other person duly authorized by him in writing to act on his behalf.

"Buyer's Purchase Order" means a purchase order issued by the Buyer to the Seller.

"Buyer's Representative" means a representative of the Buyer or another person duly authorized by him in writing to act on his behalf.

"Contract" means a binding contract for the sale of goods or the supply of services or both made by the Seller and the Buyer.

"Effective Date" means the date on which the call out service for emergency breakdowns of the Buyer's plant or equipment provided by the Seller to the Buyer in accordance with these Conditions in connection with a particular Emergency Call.

"Force Majeure Event" means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any third party), labor disputes or strikes or transport network breakdown caused by war, international war or other emergency or catastrophe, insufficient or failed plant or transport services, riot, terrorism, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, failure of any power, gas, water or drainage supplies, failure of any credit insurance policy, and any event beyond the Seller's control which could not have been avoided even with the exercise of due diligence.

"Goods" means a product or service sold or supplied by the Seller.

"Goods to be in the Point of Delivery" means the goods will be an asset of the Buyer, which may be free from material defects in material or workmanship, and will not dispose of, charge or encumber the Goods or any interest in the Goods or purport to do so, provided that the Seller has not withdrawn from sale in accordance with clause 21.2(a)(i) or (ii).

"Ireland" means the Irish Republic.

"Laws" means any law, statute, ordinance, regulation, by-law, or other legal provision of any kind in force at any time in the United Kingdom or Ireland.

"Losses" means the losses, damages, costs, claims, liabilities, expenses, and any other costs or expenses actually and reasonably incurred by the Seller or any of its Subcontractors.

"Order Acknowledgment" means the acknowledgment of the Order sent by the Seller to the Buyer in accordance with these Conditions.

"Order Confirmation" means the firm offer by the Seller to sell the Goods in a particular contract.

"Order" means the purchase order issued by the Buyer to the Seller.

"Quotation" means the Seller's quotation for the sale of goods or the supply of services.

"Seller" means PT SPIRAX SARCO INDONESIA or any of its Affiliates.

"Specifications for Goods" means the standard or specifications agreed in writing by the Seller and the Buyer for the Goods.

"Specifications for Services" means the services agreed to be supplied by the Seller to the Buyer as detailed in the Order Acknowledgment.

"Subcontractor" means any person or company engaged by the Seller in the provision of Goods or Services.

"Subcontractor's Liability Cap" means the maximum amount of the Subcontractor's liability for any Losses.


"Unpaid Sale Price" means the sale price in respect of the Goods or Services for which the Buyer has no right of ownership.

"Victim of Money laundering" means a person who has been victim of money laundering.
(i) Subject to the remainder of this Condition 8, the Seller warrants that if the Buyer returns the Goods within the return period set out in Condition 8(c) and the Goods are defective, the Seller will either refund the purchase price or repair the Goods at its discretion. However, if the Goods are defective, the Buyer's examination such Goods prove defective as to material or workmanship or as to compliance with any specification provided by the Buyer, or (ii) give notice to the Buyer that such Goods prove defective as to material or workmanship or as to compliance with any specification provided by the Buyer; and (iii) following giving notice in writing to the Buyer绝 it term the Goods shall be returned at the Buyer's cost and risk (but for so far as any transport costs have been paid by the Seller, such costs shall be refunded to the Buyer).

With respect to Goods which have been manufactured by the Seller, make good the defect or cause the defect to cease, with the Buyer's option to replace the Goods or remove the defective components of the Goods, or replacing the defective Goods (in their entirely) as the Buyer shall elect in writing to the Buyer.

(a) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(b) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(c) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(d) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(e) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(f) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(g) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(h) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(i) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(j) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(k) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(l) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(m) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(n) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(o) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(p) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(q) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(r) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(s) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(t) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(u) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(v) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(w) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(x) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(y) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

(z) to the extent that it is entitled to do so, assign or at its discretion use its reasonable efforts to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.
(a) Time is of the essence in relation to payment.  
(b) No contract shall be cancelled by the Buyer except with the Seller's prior consent, in writing.  
(c) In the event of the Seller agreeing to the Buyer cancelling all or any part of the Contract, the Seller may, without prejudice to any other rights against the Buyer which it may have, require the Buyer to pay the price in full for the Goods and/or the Services supplied up to the time of cancellation and without prejudice to any further actions which may be open to the Seller in respect of the termination of the Contract.  
(d) All contracts for the supply of the Services or the Goods to the Buyer may be varied and/or amended from time to time without prejudice to any other rights against the Buyer which the Seller may have.  
(e) The Seller shall not be liable to the Buyer in respect of any act or failure to perform any part of the Contract or any other obligation arising from or in connection with any contract for the supply of Goods or Services (or that part of a contract for the supply of Goods and Services which relates to Goods) if such act or failure results from the negligence, omission or default of the Buyer or its agents or subcontractors.  
(f) The Buyer is not entitled to give any set-off of any sums due or to be due by the Seller to the Buyer except with the prior written consent of the Seller.  
(g) A right to set-off or counterclaim shall not be exercised by the Buyer without the prior written consent of the Seller.  
(h) Where any taxable supply for Sales Tax purposes is made under the Contract by the Seller to the Buyer, the Buyer shall not repackage the Goods or Services other than in accordance with the Seller’s general label or instructions.  
(i) A right to set-off or counterclaim shall not be exercised by the Buyer without the prior written consent of the Seller.  
(j) Subject to and without limiting Conditions 19(a) and (b) or any other Condition of the Contract, the Seller shall not be liable to the Buyer in respect of any act or failure to perform any part of the Contract or any other obligation arising from or in connection with any contract for the supply of Goods or Services (or that part of a contract for the supply of Goods and Services which relates to Goods) if such act or failure results from the negligence, omission or default of the Buyer or its agents or subcontractors.  
(k) The Seller is not liable in respect of any act or failure to perform any part of the Contract or other obligation arising from or in connection with any contract for the supply of Goods or Services (or that part of a contract for the supply of Goods and Services which relates to Goods) if such act or failure results from the negligence, omission or default of the Buyer or its agents or subcontractors.  
(l) Subject to and without limiting Conditions 19(a) and (b) or any other Condition of the Contract, the Seller shall not be liable to the Buyer in respect of any act or failure to perform any part of the Contract or any other obligation arising from or in connection with any contract for the supply of Goods or Services (or that part of a contract for the supply of Goods and Services which relates to Goods) if such act or failure results from the negligence, omission or default of the Buyer or its agents or subcontractors.
Jakarta 12950, Indonesia, for the attention of the Seller’s President Director or to such other address or for the attention of such person as the Seller may notify to the Buyer.

(b) Any notice to be given by the Seller under these Conditions or any relevant Contract to the Buyer shall be in writing and given by prepaid first class post or hand delivered to any address from which the Seller has received communications from the Buyer in connection with these Conditions or the Contract.

(c) Notices shall be deemed to have been received:
   (i) if sent by prepaid first class post, two (2) Business Days after posting (exclusive of the day of posting); or
   (ii) if delivered by hand, on the day of delivery.

25. Language
In order to comply with Law No. 24 of 2009 on National Flag, Language, Emblem and Anthem, these Conditions have been made in English and Bahasa Indonesia language (attached as Appendix I). Both the Bahasa Indonesia and English versions are valid; however in the event of any inconsistency between the Bahasa Indonesia and English language versions, the English language version shall prevail. This Condition 25 shall survive termination or cancellation of the Contract.
1. Definisi

- "Hatol" adalah hari (selain Sabtu, Minggu, atau hari libur) ketika bank di Indonesia buka.
- "Pembeli" adalah pelanggan Penjual di wilayah Indonesia.
- "Ketenutan" adalah syarat dan ketentuan penjualan barang atau pemberian layanan atau kedua-duanya.
- "Kontrak" adalah kontrak yang mengikat dan mengatur penjualan barang atau pemberian layanan atau kedua-duanya.

2. Electronic Trading Gateway

- "Electronic Trading Gateway" adalah sistem elektronik milik Penjual yang digunakan oleh Calon Pembeli untuk membeli barang atau jasa yang diperkenalkan oleh Penjual.

3. Pengiriman Barang

- "Pengiriman Barang" adalah proses mendistribusikan barang atau jasa yang telah dibeli oleh Calon Pembeli ke Calon Pembeli.

4. Penjualan Barang

- "Penjualan Barang" adalah penjualan barang atau jasa yang diperkenalkan oleh Penjual kepada Calon Pembeli.

5. Batasan Tanggung Jawab untuk Jasa

- "Batasan Tanggung Jawab untuk Jasa" adalah ketentuan yang mengatur batasan tanggung jawab Penjual terkait penyalahgunaan hak penjual atau hak yang digunakan oleh Penjual untuk mendapatkan keuntungan.

6. Kejadian di Luar Kendali

- "Kejadian di Luar Kendali" adalah kejadian yang tidak dapat dihindari atau dielakkan oleh Penjual.

7. Penjualan Barang

- "Penjualan Barang" adalah penjualan barang atau jasa yang diperkenalkan oleh Penjual kepada Calon Pembeli.

8. Penjualan Barang

- "Penjualan Barang" adalah penjualan barang atau jasa yang diperkenalkan oleh Penjual kepada Calon Pembeli.

9. Kejadian di Luar Kendali

- "Kejadian di Luar Kendali" adalah kejadian yang tidak dapat dihindari atau dielakkan oleh Penjual.

10. Kejadian di Luar Kendali

- "Kejadian di Luar Kendali" adalah kejadian yang tidak dapat dihindari atau dielakkan oleh Penjual.
(vi) menjaui asuransi Barang tetapi berkurang penanggung jawab dalam Barang dan kepemilikan atas Barang terhadap semua risiko dalam Barang dan kepemilikan atas Barang berdasarkan perusahaan atau keputusan kerajaan yang disetujui oleh Pembeli, apabila Pembeli tidak mengajukan keputusan kepada Pembeli setelah pembayaran atas Barang telah dibayarkan oleh Pembeli kepada Pembeli atas Barang berdasarkan keputusan atau keputusan Kementerian yang disetujui oleh Pembeli, dalam hal pembayaran atas Barang yang dimaksud dilanjutkan oleh Pemerintah Ingris, PBB, Uni Eropa atau organisasi lain yang relevan.

(vii) segera memerintahkan kepada Pembeli untuk mengembalikan Barang ke dalam Keputusan 21(a)(vii).

(vii) segera memerintahkan kepada Pembeli untuk mengembalikan Barang ke dalam Keputusan 21(a)(vii).

(vii) segera memerintahkan kepada Pembeli untuk mengembalikan Barang ke dalam Keputusan 21(a)(vii).
melaksanakan Jasa. Penjual berhak menanggung biaya untuk waktu yang dibahas mengenai menyelesaikan tuntutan untuk pembelian dan biaya untuk melakukan kajian berikutnya.

(d) Jika tuntutan dibuat oleh pihak ketiga, Penjual akan membayar biaya untuk waktu yang dibahas mengenai menyelesaikan tuntutan untuk pembelian dan biaya untuk melakukan kajian berikutnya.

Pembeli menyetujui bahwa Penjual akan membayar biaya untuk waktu yang dibahas mengenai menyelesaikan tuntutan untuk pembelian dan biaya untuk melakukan kajian berikutnya.

(d) Jika kapan saja ada tuduhan bahwa Barang tersebut melanggar hak pihak ketiga atau jika mengejutkan penjual, tuntutan tersebut berpanggil(i) dibuat;

(g) mengubah atau mengangkat Barang untuk menghindari pelanggaran;

(h) menghentikan atau penjual tetap berhak mengangkat Barang tersebut atau(b) memberi kembali Barang tersebut atau mengganti Barang tersebut.

Pembeli, dikurangi depresiasi pada besaran yang dibebankan Penjual pada peralatan tersebut.

(4) penjualan baik berdasarkan Barang atau (keduanya) dan kemudian berhenti membayar kepada Penjual. Dalam hal ini, Barang tersebut yang ditanggung hak-hak tertentu kepada Barang terhadap Pembeli.

Pembeli yang dibuat untuk membantu Penjual melarikan diri dan/atau melarikan diri atau magang pembayaran untuk Barang (atau keduanya) atau penjualan untuk Barang atau (kemu) untuk penjualan atau penghentian Barang atau (kemu) yang melanggar hak pihak tertentu.

Dalam hal ini, Barang tersebut yang ditanggung hak-hak tertentu kepada Barang terhadap Pembeli.

Pembeli yang dibuat untuk membantu Penjual melarikan diri dan/atau melarikan diri atau magang pembayaran untuk Barang (atau keduanya) atau penjualan untuk Barang atau (kemu) untuk penjualan atau penghentian Barang atau (kemu) yang melanggar hak pihak tertentu.

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Penjual yang dibuat untuk membantu Penjual melarikan diri dan/atau melarikan diri atau magang pembayaran untuk Barang (atau keduanya) atau penjualan untuk Barang atau (kemu) untuk penjualan atau penghentian Barang atau (kemu) yang melanggar hak pihak tertentu.

Dalam hal ini, Barang tersebut yang ditanggung hak-hak tertentu kepada Barang terhadap Pembeli.

Penjual yang dibuat untuk membantu Penjual melarikan diri dan/atau melarikan diri atau magang pembayaran untuk Barang (atau keduanya) atau penjualan untuk Barang atau (kemu) untuk penjualan atau penghentian Barang atau (kemu) yang melanggar hak pihak tertentu.

Dalam hal ini, Barang tersebut yang ditanggung hak-hak tertentu kepada Barang terhadap Pembeli.
24. Pemberlakuan

(a) Segala pemberitahuan dari Pembeli kepada Penjual berdasarkan Ketentuan ini atau Kontrak dapat disampaikan melalui surat atau surat elektronik yang ditandatangani oleh Penjual dan dibuat secara tertulis. Surat atau surat elektronik ini harus ditandatangani oleh Penjual dan disampaikan kepada Pembeli melalui alamat yang disepakati antara kedua belah pihak. Pemberitahuan yang disampaikan melalui surat elektronik harus ditandatangani oleh Penjual dan disampaikan kepada Pembeli melalui alamat yang disepakati antara kedua belah pihak.

(b) Pemberitahuan yang disampaikan melalui surat atau surat elektronik ini harus disampaikan kepada Pembeli melalui alamat yang disepakati antara kedua belah pihak. Pemberitahuan yang disampaikan melalui surat atau surat elektronik ini harus disampaikan kepada Pembeli melalui alamat yang disepakati antara kedua belah pihak.

25. Bahasa