

## General Purchase - Terms and Conditions

### 1. Agreement.

1.1 Scope. These Terms and Conditions govern the terms of purchase of Products by PT B. Braun Medical Indonesia. ("PTBB") from the Vendor mentioned in these Terms and Conditions for the Product as stated in the purchase order issued by PTBB and accompanying this Agreement or the purchase order issued to the Vendor for PTBB Products after the date of this Agreement ("Purchase Order"). All issued Purchase Orders incorporate these terms and where applicable, Schedule and references to the Agreement means the terms of the Purchase Order, Schedule and these Terms and Conditions read together.

"Product" means (i) any raw materials supplied to, PTBB which raw materials must conform to the Specifications and Standards agreed between the parties; and/or (ii) any goods manufactured by the Vendor for, which goods shall be produced in accordance with and in accordance with the Specifications and Standards and PTBB/ or the quality plan agreed between the parties; and/or (iii) goods purchased from time to time as described in the Purchase Order and/or (iv) any services to be performed by the Vendor for PTBB are described and delivered in accordance with the provisions of the Development and Delivery of Professional Services and/or finished goods and services as agreed between the parties, and/or any equipment to be delivered and adjusted in accordance with the User Request Specification ("URS") agreed between the parties, attached here as Schedule, all Schedules are entered here with this reference.

1.2 Exclusion of conflicting terms. All Purchase Orders issued by PTBB for Products shall be in accordance with the terms and conditions herein and the terms of acceptance of Vendors who seek to amend or alter or conflict with these Terms are hereby expressly disclaimed. If any Purchase Order is issued in response to an offer made by a Vendor that is based on terms that vary or conflict with the provisions herein, then the issuance of such Purchase Order with PTBB will be a counter-offer to Vendors upon the terms and conditions herein and Vendors shall be deemed to have accepted such terms upon issuance of the order confirmation, whether written or oral or if Vendors proceed to the supply of Products.

1.3 Inconsistencies. In the event of any inconsistency between the Purchase Orders, any timetable for these terms, the Schedule and/or these Terms and Conditions, the provisions of the Purchase Order at the first level and then the Schedule shall prevail.

1.4 No exclusivity. Unless otherwise clearly stated in the Purchase Order, or any other written form by PTBB, the Vendor has no exclusive right to supply to PTBB. Unless expressly stated otherwise, neither the issuance of a Purchase Order nor the alignment of this Agreement is intended to bind PTBB on additional or future Product purchases from Vendors.

### 2. Transportation and Delivery.

2.1 Delivery. "Shipment" of Products shall be defined and construed in accordance with the relevant Incoterm designated in the Purchase Order. If no delivery period is stated in the Purchase Order, delivery of the Products shall be made by delivery of the Products to the address stated in the Buyer's Order. If the Product consists of services, delivery must be made in the manner agreed between the parties, prior to the desired delivery date specified in the Purchase Order. If the Product is equipment to be adapted and operates at a certain level of requirements, delivery must be made in the manner as specified in the URS.

2.2. Time. Delivery with respect to Products purchased must be on or before the date specified on the Purchase Order or in the Schedule.

If the Vendor is unable to deliver the Product by the date specified in the URS or as agreed between the parties, the Vendor must immediately notify PTBB. However, such notice does not constitute a waiver of any rights that PTBB arises from delay or non-delivery, nor is it an extension of the relevant date for delivery.

2.5 Packing List. All shipments must be accompanied by a packing list stating the purchase order number, article reference number as provided by PTBB and the exact quantity and description of the Products shipped.

2.6 Delay in Delivery. In the event of delay or non-delivery of the Product, the right to accept or reject the Product, or its share of PTBB's policy and / or to claim for any damages, either direct or consequential arising from the delay or non-delivery of the PTBB Product including claims from third parties against PTBB due to non-delivery of products that require the Product in PTBB manufacture.

### 3. Risk Transfer

3.1 Definition. Vendor warrants that the Products provided are not encumbered by and do not infringe the proprietary rights of any third party. Ownership of the Product will be given to PTBB upon delivery.

3.2 Risk. The risk of loss, damage, or destruction to the Product at the time of delivery is the responsibility of the Vendor.

#### **4. Defective Products.**

4.1 Product Disclaimer. PTBB has the right to test, inspect and reject Products ("Defective Products") that in PTBB's opinion are defective in any way or that are not in accordance with the warranty provided by the Vendor. Any Products supplied in excess of the quantity ordered as stated in the Purchase Order may be returned to the Vendor at the Vendor's expense including the cost of repackaging and return transportation for excess Products. The fee paid by PTBB is limited to the amount stated in the Purchase Order.

4.2 Damage to Defective Products. Any Defective Product may be rejected at any time and arise from any testing conducted by PTBB or arise from complaints by third parties to whom the Defective Product has been supplied by the Vendor. If any of the Products are found or determined to be Defective Products, PTBB further reserves the right to (i) return the Products after such discovery and request replacement; and/or (ii) to claim consequential damages including damages for loss of profits and/or (iii) file a claim on a full indemnity basis against the Vendor against claims made by third parties against PTBB arising from the use of Defective Products and/or claims by third parties for delay or undeliverability where the Defective Product has been sold subsequently or to be used in the manufacture of products for sale to third parties.

4.3 Damage to Defective Equipment. Any equipment or machinery that does not perform up to the agreed efficiency level and/or other key performance indicators as agreed between the parties during the agreed warranty period (which is not due to PTBB's fault or negligence), will be considered defective and the Vendor is responsible for correcting such defects. The vendor is further liable for (i) any claim for consequential PTBB damages, including damages for loss of profits and losses arising from loss of production time, (ii) claims by third parties against PTBB for delays or non-delivery or defects in goods arising from the failure of the machine to work.

4.4 Survival. PTBB's rights arising from Clauses 2 and 4 above relating to the Vendor's liability in connection with the supply of Defective Products and late delivery shall survive termination of this Agreement.

#### **5. Testing and Inspection.**

5.1 Right of Inspection. PTBB has, at any time, the right to inspect and test the Products ordered, whether at the Vendor's premises, during manufacture, at the place of delivery, during transportation or at the time of delivery and the Vendor shall provide, all possible means and facilities for such inspection.

5.2 Scope of Inspection. Where the Products ordered are on the basis of specifications and standards or for the manufacture of Products by the Vendor in accordance with the specifications and standards established by, checks and tests shall be carried out to verify the conformity of the Products to the standards and specifications as well as to verify the Vendor's manufacturing processes with the established standards and specifications.

5.3 Fees. Each party shall bear their own costs and expenses arising from the conduct of such testing. If PTBB requires the results of tests conducted by PTBB and/or Vendors to be verified by an independent third party, PTBB will bear the cost of such additional testing.

5.4 Good Faith. All tests and inspections must be carried out in good faith.

#### **6. Warranty**

6.1 Specifications. The Vendor expressly warrants that all Products supplied shall be free from manufacturing defects, comply with all standards and specifications and function optimally and meet other performance indicators as agreed between the parties. All Products supplied have not passed the expiration date of the Product (or if there is no expiration date specified in the agreed terms, for a period of 2 (two) years after delivery of the Product, or in the case of machinery and equipment, for the warranty period as agreed).

6.2 Patents and Other Intellectual Property Rights. Unless the ordered Product will be manufactured in accordance with the design or process directed by PTBB, the Vendor also expressly guarantees that the supply and/or manufacture of the Product does not infringe the patents, industrial design rights, trademarks and other intellectual property rights of any third party. The Vendor will indemnify and provide legal assistance to actions or proceedings involving PTBB over claims from third parties that the Product or any part thereof is a violation of the intellectual property rights of any third party and the Vendor must provide all costs required in the process including but not limited to material/immaterial losses incurred thereof.

In the event that a violation of third party rights is found, the Vendor must ensure that PTBB has the right to continue using the Products provided at the Vendor's own expense and expense.

6.3 No waiver. Vendor's obligations pursuant to this Section 6 shall not be affected by any testing or inspection conducted by PTBB at the time of receipt of the Product.

6.4 Survival. The Vendor's obligations in this Section 6 will survive the termination of this agreement between the Vendor and PTBB.

## 7. Price and Payment

7.1 Price. The Products will not be provided at a price higher than stated in the Purchase Order or as agreed between the parties in writing. Any price increase must be approved in writing by PTBB.

7.2 Lump-Sum. Prices as quoted must be on a lump-sum or *fixed sum* basis (if the purchase refers to the purchase of professional services and/or finished goods and services). The price shall include materials and labor as well as materials, labor, equipment, transportation, material handling and all other things necessary for the delivery and completion of the professional scope of services and/or finished goods and services purchased.

7.3 Payment. Payment of the Price, whether in full or in incremental payment shall be as stated in the Purchase Order or *jadwal* agreed between the parties. Vendors must send a tax invoice to PTBB for each bill submitted. The bill must be sent to PTBB's Finance Department and must contain details of the Purchase Order and must be supported by proof of delivery of the Product. Unless otherwise stated in the Purchase Order or approved in writing, payment of the bill must be made no later than two months from the receipt of the bill by PTBB.

## 8. Confidential Information

8.1 Understanding. All marketing plans, customers, products, business plans, commercial, financial, technical, purchasing, specifications, proficiency, data, and other information relied upon either Party as confidential, in a form or medium, whether disclosed orally, or in writing, or visually by either Party or on behalf of Party, by an Affiliate or Agent of the Informer, to Other parties.

8.2 Prohibition of disclosure and use. Each Party shall maintain the confidentiality of any and all information arising out of or in connection with the performance of this Agreement and not disclose Confidential Information in any form, including Information that is considered public or that is not received from any of 1 (one) Party to anyone without prior written permission from the other Party, except in the event that each Party is required by applicable law or by court order. Violation of this provision results in the breaching Party having to indemnify the breaching Party for real damages.

8.3 Indemnification. Violation of this provision results in the breaching Party having to indemnify the breaching Party for real damages.

8.4 Return of Confidential Information. As either Party, the Party receiving confidential information shall return all confidential information or media that may contain or retain Confidential Information and shall delete and delete all Confidential Information from the records of the recipient of the confidential information.

8.5 Survival. The obligations of either Party in this Section 8 shall survive termination of this Agreement.

## 9.Trademark and Other Intellectual Property Protection

9.1 Definition. Vendor acknowledges that the provision and/or manufacture of Products herein does not grant any rights to Vendor over PTBB's trademarks, trade names, designs, design processes, patents, and other intellectual property rights that allow use in the manufacture of similar products by Vendors. All intellectual property developed as a result of this Agreement shall be exclusively the rights of PTBB, unless expressly agreed otherwise.

9.2 Return of Intellectual Property Rights. Ownership of intellectual property rights arising or developed by the Vendor for the fulfillment of the Purchase Order belongs to PTBB. Such intellectual property rights must be properly maintained and returned or destroyed at the request of PTBB.

9.3 Breaches. Vendors shall ensure that any other intellectual property contained in product identifiers or other documents do not infringe the rights of any third party.

9.4 Restrictions. Vendor may not use in any way, however, information or intellectual property rights arising

or developed by Vendor for the fulfillment of Purchase Orders for the interests of Vendor or other third parties.

## **10. General Provisions.**

10.1 Assignment. Vendor may not assign, transfer, or sell its rights under this agreement, or delegate its duties under this agreement, to anyone including Associates/Affiliates (as defined below) from Vendor, without prior written consent from PTBB. Any transfer made without the written consent of PTBB will be deemed void and constitute a material breach of this agreement.

10.2 Entire Agreement; Modifications. This Agreement and Schedule contains the entire and final agreement between the parties. No modification of any of its provisions, or any future representations, promises, or additions, shall be binding on the parties unless in writing and signed by both parties.

10.3 Waiver. Any waiver of obligations that Vendor has under this Agreement will be effective only if signed in writing by PTBB. Any waiver shall not affect PTBB's right to request strict compliance with this Agreement in the future.

10.3 Indemnification. Vendors shall defend, indemnify and hold harmless PTBB each PTBB shareholders, officers, directors, agents, and employees from claims, demands, losses, damages, liabilities, or expenses, including attorneys' fees and costs (on the basis of the client's attorney and full damages) arising out of or caused by the Product or any part thereof, manufacture, design or formulation of the Product or any part thereof, manufacture, design or formulation of the Product or part thereof, any act or omission of the Vendor or its employees or agents or any breach by the Vendor of any provision or representation contained herein.

10.4 Notices. Any notice hereunder shall be given in writing addressed to the address of each party listed on the concluding page of this Agreement, or to such other address as either party may replace by written notice to the other party, and shall be deemed given (i) when delivered personally; (ii) if sent by an international courier service, on the third business day after deposit with such courier, is properly handled and charged a prepaid fee or billed to the sender; (iii) if sent by facsimile, after and after receipt of a machine-generated written confirmation report confirming transmission to the correct facsimile number from the receiving party.

10.5 Governing Law. The rights of the parties shall be governed by the laws in force in Indonesia.

10.6 Force majeure. Force Majeure is a circumstance that occurs beyond the ability, fault, or power of the Parties that causes the affected Party to be unable to perform or forced to postpone its obligations under this Agreement. Events classified as Force Majeure are natural disasters such as earthquakes, typhoons, floods, landslides, fires, disease outbreaks, rebellions, general strikes, riots, pandemics, epidemics, lockdowns, war sabotage and government policies directly related to the implementation of this Agreement

In the event of Force Majeure, the Party that finds it impossible to fulfill its obligations under this Agreement must report the matter to the other Party no later than 14 (fourteen) Business Days after the Force Majeure occurs accompanied by valid evidence from the competent party, then the Parties will resolve on the basis of good faith by taking into account the applicable legal principles.

10.7 Associates. Any breach or breach of any provision of this Agreement by any Vendor Associate will be deemed a breach or breach by Vendor. "Associate" means (i) a director or officer of the Vendor; or (ii) persons or entities controlling, controlled by, or under common control with Vendors and their directors and officers; or (iii) persons or entities associated with or in which the directors and officers referred to in (i) and (ii) have a substantial interest in.

10.8 Business days. If reference is made to a business day in this agreement, it means a day on which the PTBB office and financial institution in Penang are open for business.

10.9 Default. In the event of a breach by the Vendor of its obligations under this agreement, PTBB may, with prior notice to the Vendor, terminate this agreement in its entirety and cancel the unfulfilled Purchase Order.

10.10 Severability. If any provision of this Agreement is determined to be invalid for any reason, the unenforceability of such provision shall not affect the validity or continuity of the other provisions of this Agreement.

10.11 Official Languages. The official language of this Agreement shall be Indonesian. Documents or notices not originally written in Indonesian shall not be effective under this Agreement until they have been translated into Indonesian by a sworn translator.

**[END OF TERMS AND CONDITION]**

