

General terms and conditions of Business of PT Maxxtec Teknologi Indonesia

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General Terms and Conditions of Purchase

1. Scope of Application

All orders for goods and services are subject exclusively to our following terms and conditions of purchase and ordering. We do not recognise any conflicting or deviating terms and conditions of the contractor unless we have expressly agreed to their validity. Our Terms and Conditions of Purchase and Ordering shall also apply if we accept goods or services without reservation despite being aware of conflicting or deviating terms and conditions. Insofar as we have communicated the terms and conditions of purchase and order to a contractor in an ongoing business relationship, they shall also apply if we place an order without the express inclusion of the terms and conditions of purchase and order.

2. Conclusion of Contract, Scope of Delivery

2.1 All agreements made between us and the Contractor in relation to the respective contract shall result from our order and these Terms and Conditions of Purchase and Order. Verbal ancillary agreements do not exist.

2.2 Every order must be confirmed in writing, repeating our complete order data. If the confirmation is not sent to us within 10 working days of the date of the order, we shall be entitled to revoke the order.

2.3 If the contractor delivers goods requiring acceptance, he must arrange for acceptance by the relevant organisations in good time and at his own expense and obtain the prescribed test certificates and attestations. This necessary documentation to be provided by the contractor is part of the service and scope of delivery, as are the assembly and operating instructions.

3. Delivery Period, Performance Period

3.1 The agreed delivery or performance period shall commence on the day of our order. The deadlines are binding and must be adhered to. Partial deliveries and premature deliveries are not permitted unless otherwise agreed in written.

3.2 As soon as the contractor can recognize that he will not fulfil his delivery or service obligation in whole or in part or will not fulfil it on time, he must notify us immediately, stating the reasons and the expected duration of the delay. If the contractor does not fulfil his obligation to deliver or perform within the agreed period, he shall be liable in accordance with the statutory provisions. In the event of a breach of the duty of notification pursuant to sentence 1, we shall be entitled to withdraw from the contract and/or demand damages.

4. Prices

4.1 The prices specified in the order are fixed prices.

4.2 In the absence of a written agreement to the contrary, the price shall include delivery DDP, including the prices for loading and packaging unless otherwise agreed in written.

5. Insurance

5.1 The contractor shall be obliged to take out transport insurance with sufficient cover at his own expense and to provide us with appropriate evidence upon request.

5.2 The contractor shall take out adequate liability insurance at his own expense for damage caused by himself, his personnel, his agents or by the goods themselves. The amount of cover per damage event shall be disclosed to us upon request.

6. Warranty Claims and Limitation Period

6.1 We shall be entitled to the statutory claims for defects in full. When purchasing goods, we shall be entitled, at our discretion, to demand that the Contractor remedy the defect or make a replacement delivery. In the event of subsequent performance due to defective goods or defective performance, the contractor shall be obliged to bear all expenses necessary for the purpose of remedying the defect or replacement delivery or new production. The right to compensation is expressly reserved.

6.2 Unless we have made special agreements with the contractor in a quality assurance agreement, we are obliged to inspect the goods for any quality defects within 14 days. The period shall not commence until the goods have arrived at the agreed destination.

6.3 The notice of defects shall be deemed to have been made in good time if it is sent to the contractor within 14 days of delivery of the goods to the destination specified by us or, in the case of hidden defects, within 14 days of discovery of the defect. If the contractor has fraudulently concealed the defects of the goods, he cannot invoke a missing notice of defects.

6.4 If the contractor does not comply with his obligation to remedy the defect or make a replacement delivery or new production within 14 days of receipt of our notice of defects, we shall be entitled to reduce the purchase price or remuneration or to declare our withdrawal from the contract and demand compensation for damages or reimbursement of our futile expenses. If the contractor owes a work performance, we shall be entitled, after expiry of the period specified in sentence 1, to remedy the defect ourselves and to demand reimbursement of the necessary expenses from the contractor.

6.5 The warranty claims to which we are entitled shall become statute barred as follows: For the performance of a building or a work, the success of which consists in the provision of planning or monitoring services for this, 6 years after acceptance of the work.

a) In the case of an object which has been used for a building in accordance with its usual use and which has caused its defectiveness within 6 years of delivery.

b) Otherwise within 3 years from delivery of the goods or acceptance of the service.

6.6 The contractor must take suitable quality assurance measures and provide us with evidence of these upon request.

7. Third Party Rights, Industrial Property Rights, Secrecy

7.1 The Contractor shall be liable for ensuring that the goods delivered, or the work rendered are free from third-party rights, that they do not infringe industrial property rights. If claims are made against us by a third party for this reason, the contractor shall be obliged to indemnify us against these claims upon our first written request.

7.2 If third party rights exist in the delivered goods or in the created work, we shall be entitled to all statutory claims against the contractor.

7.3 The contractor is obliged to treat all information received from us which is subject to secrecy, in particular contractual conditions, technical and commercial information, samples, drawings, etc., as strictly confidential. Such confidential information may not be reproduced or passed on to third parties without our written consent. This shall not apply to such information which has already become publicly known or which has lawfully become known to the contractor from third parties, or which becomes known. The confidential information may only be used to fulfil the order and must then either be returned to us immediately or destroyed at our discretion. In particular, the Contractor shall not be entitled to use information received from us to register his own industrial property rights or to exploit them in any other economic way. Violation of the obligations arising from Section 8.3 shall oblige the contractor to compensate us for the damage incurred and entitle us to withdraw from the contract in whole or in part.

8. Dispatch and Packaging

8.1 The delivery shall be carried out in accordance with the dispatch and packaging regulations of the purchaser and shall be documented by the documents requested by him. At the latest on the day of the order, a dispatch note stating the number and date of the order as well as a copy of the delivery note or packing slip must be sent. The dispatch must be proven by a duplicate of the consignment note.

8.2 The Contractor shall be responsible to us for damage caused by the Contractor deviating from the instructions according to 7.1 without urgent reason.

9. Invoicing and Payment

9.1 The invoices shall be sent to us in triplicate after the delivery or service has been carried out, together with our complete order data.

9.2 Unless otherwise agreed, payment periods shall commence upon delivery of the goods or services or, in the case of contracts for work and services, upon acceptance and receipt of the proper invoice.

9.3 In the case of parts subject to acceptance, the contractor's performance shall only be deemed to have been rendered if we have the necessary documentation (certificates, test conditions, etc.) in addition to the delivered goods. A claim from delivery or service shall not become due before this date.

9.4 Payment does not constitute an acknowledgement of conditions and prices or of the faultlessness of a delivery or service.

9.5 Unless expressly agreed otherwise, we shall pay at our discretion either within 14 days less 3% discount or within 30 days net.

10. Carriage of Dangerous Goods and Hazardous Substances

10.1 In the case of the delivery of hazardous materials within the meaning of the Hazardous Materials Ordinance, the Contractor shall be obliged to provide us with the safety data sheet without being requested to do so prior to delivery. The contractor shall

indemnify us against all claims by third parties arising from the fact that he did not provide us with safety data sheets or did so late.

10.2 In addition, in the case of the delivery of hazardous substances and dangerous goods, the Contractor shall be obliged to inform and explain to the Customer, without being requested to do so, the characteristics of the ordered goods and the dangers which may arise from the ordered goods and/or in connection with the delivery of the ordered goods prior to delivery. The Contractor shall be liable in accordance with the statutory provisions for damages incurred by the Purchaser because of the Contractor's culpable failure to inform the Purchaser about the dangerous properties of the ordered goods and their proper handling, or to inform the Purchaser about such properties to an insufficient extent.

10.3 The latest national and international regulations shall be considered for packaging, labelling and declaration:

Sea Freight: Dangerous Goods Ordinance - See IMDG Codes

Air freight: UN/ICAO; IATA-RAR-US-DOT

Rail: EVO/RID and Ordinance on Dangerous Goods by Rail

Road: KVO/ADR and Dangerous Goods Ordinance Road

11. Obligation to Obtain an Export Permit

The Contractor shall inform the Purchaser in good time whether the goods to be delivered by him are subject to an export licence obligation based on the Foreign Trade and Payments Act (AWG), the War Weapons Control Act (KWKG9) and similar laws and ordinances.

12. Force Majeure

Events of force majeure and unforeseeable operational disruptions of any kind, such as fire, flood, earthquake, war, military actions of any kind, blockade, embargo on exports or imports, pandemics, shortages of raw materials and fuel, official measures or other causes for which we are not responsible or events that cause a restriction or cessation of our operations entitle us to postpone the fulfilment of our obligations for a reasonable period of time and to withdraw from the contract in whole or in part after the expiry of this period of time without being able to claim damages from us. The certificates issued by the chamber of commerce in the country of the buyer shall be sufficient proof.

13. Assignment of Claims

The contractor is not entitled to assign claims to which he is entitled against the purchaser to third parties, unless otherwise agreed.

14. Applicable Law, Place of Jurisdiction

14.1 The agreement for the Deliveries and Services shall be governed by and construed in accordance with the laws of Indonesia.

14.2 For adjudication of any dispute, both the client and PT Maxxtec Teknologi Indonesia agree to choose permanent and legal domicile at the office of the Registrar of the District Court of Central Jakarta, unless PT Maxxtec Teknologi Indonesia as plaintiff should give preference to the foreign court and foreign jurisdiction, such foreign court and/or jurisdiction shall apply.

14.3 PT Maxxtec Teknologi shall also be entitled to sue the contractor at his place of business.

General terms of delivery

1. Scope of Application

For all deliveries and services rendered by us - also in the future - our following General Terms and Conditions of Delivery shall apply exclusively. Conflicting or deviating general terms and conditions of the customer shall not become part of the contract, even if we do not expressly object to them.

2 Offer, Documents, Conclusion of Contract, Contents of Contract

2.1 Our offers are not binding. A contract is only concluded if we confirm the order in writing. Our written order confirmation is decisive for the content and scope of the contract.

2.2 We reserve ownership rights and copyrights to cost estimates, illustrations, drawings, and other documents; they must be treated confidentially by the customer and may not be made accessible to third parties.

2.3 Changes to the technical design of the goods ordered are permissible unless they result in a significant change in function, or the customer proves that the change is unreasonable for him.

2.4 We shall only assume a guarantee for the quality or durability of an item if this has been expressly promised in our order confirmation or in our advertising.

3. Prices, Price Changes

3.1 Unless otherwise agreed, our prices shall apply ex works warehouse including loading, but excluding packaging, freight, insurance, and statutory turnover tax. These items shall be invoiced separately.

3.2 We reserve the right to change our prices accordingly if cost reductions or cost increases occur after conclusion of the contract, due to collective wage agreements or material price changes. We will prove these to the customer upon request. If a new price list comes into force for contracts with an agreed delivery period of more than four months between conclusion of the contract and delivery, we shall be entitled to charge the price valid on the day of delivery.

3.3 Should we have to bear taxes, customs duties or similar expenses due to deliveries abroad or should fees or charges, in particular customs duties or taxes, be introduced or increased after conclusion of the contract, these shall be borne additionally by the customer.

3.4 For order values below USD 80.00, we charge a surcharge of USD 80.00 to cover our processing costs.

4. Terms of Payment

4.1 Our invoices are due for payment net within 14 days of the invoice date.

4.2 Cheques and bills of exchange shall only be accepted subject to their discount ability on the basis of special agreements and only on account of performance. Costs and expenses shall be borne by the customer. The credit note shall be issued on the day on which we can freely dispose of the equivalent value.

4.3 In the event of default in payment by the purchaser, we shall be entitled to demand immediate payment of all claims arising from the entire business relationship. In this case, discount agreements, rebates, price reductions, etc. shall be deemed forfeited.

4.4 If partial deliveries are permissible because they have been agreed or are reasonable for the customer, we are entitled to issue a separate invoice for each partial delivery, which must be paid in accordance with the above conditions.

4.5 If we become aware of circumstances which allow the conclusion that the customer's financial circumstances are bad or call his creditworthiness into question, we shall be entitled to suspend outstanding deliveries from all existing contracts with the customer or to execute them only against prepayment or security. If the customer does not comply with such a request within a reasonable period, we shall be entitled to withdraw from the contract in whole or in part and to claim damages.

5. Delivery Time

5.1 Compliance with the agreed delivery time requires that all commercial and technical questions have been clarified and that the customer has fulfilled his obligations in a timely and proper manner.

5.2 If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims.

5.3 If non-compliance with the delivery period is due to force majeure, industrial disputes, or other events beyond our control or for which we are not responsible, the delivery period shall be extended accordingly. In this case we will inform the customer of the beginning and end of such circumstances as soon as possible.

5.4 If we are in default of delivery and the customer suffers damage as a result, he shall be entitled to demand lump-sum compensation for the delay. It shall amount to 0.5% for each full week of delay, but in total no more than 5% of the value of that part of the total delivery which cannot be used on time or in accordance with the contract because of the delay. The customer's right to withdraw from the contract if the legal requirements are met shall remain unaffected. Further claims from delay in delivery are excluded unless there is a transaction for delivery by a fixed date or loss of interest in the performance of the contract.

6. Transfer of Risk, Acceptance

6.1 The risk shall pass to the customer when the delivery item has left the factory, even if partial deliveries are made or the supplier has assumed other services such as delivery or installation or has promised to bear the shipping costs. Insofar as acceptance is to take place, this shall be decisive for the transfer of risk. It must be carried out immediately on the acceptance date, alternatively after the supplier's notification that the goods are ready for acceptance. The Purchaser may not refuse acceptance in the event of an insignificant defect.

6.2 If dispatch or acceptance is delayed or fails to take place due to circumstances for which we are not responsible, the risk shall pass to the customer from the date of notification of readiness for dispatch or acceptance. In this case, we shall be entitled to insure the goods and invoice the customer for the costs incurred.

7. Retention of Title, Processing and Treatment, Installation

7.1 Our deliveries are always subject to retention of title. The goods shall remain our property until all claims arising from the business relationship with the customer have been paid in full. In the case of a current account, the retention of title shall serve as security for our balance claim.

7.2 The customer is entitled to resell the delivered goods in the ordinary course of his business. He may neither pledge the reserved goods nor assign them by way of security.

7.3 In the event of resale, the customer hereby assigns to us all claims, including all ancillary rights, arising from the resale. This shall apply regardless of whether he sells the reserved goods unprocessed, treated or processed or together with other items. If the sale takes place together with goods not belonging to us, the assignment shall only apply to the amount of the value of the reserved goods. The value is measured according to our sales prices.

7.4 Treatment and processing of the goods subject to retention of title shall always be carried out for us as manufacturer within the meaning of local law, without, however, obligating us. The processed goods shall be deemed goods subject to retention of title within the meaning of these terms and conditions. If reserved goods are processed or inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used at the time of processing or mixing. The co-ownership rights thus created shall be regarded as reserved goods within the meaning of these terms and conditions. At our request, the customer is obliged to inform the purchaser of the reserved goods of our ownership rights.

7.5 If the goods subject to retention of title are installed as an essential component in the real estate of a third party, the buyer hereby assigns to us the claims for payment arising against the third party or the party concerned in the amount of the value of the goods subject to retention of title with all ancillary rights, including the right to the granting of a security mortgage. If the reserved goods are installed as an essential component in the buyer's property, the buyer already now assigns the claims arising from the commercial sale of the property or of property rights in the amount of the value of the reserved goods with all ancillary rights.

7.6 The customer is authorised to collect the claims from the resale without prejudice to our own authorisation to collect. If the customer duly meets his payment obligations, we shall not assert the claim ourselves. At our request, the customer shall inform us of the debtors of the assigned claims and notify them of the assignment. Our right to inform the third-party debtors of the assignment ourselves shall not be affected thereby. The customer is prohibited from assigning the claim against the third-party debtors to third parties or from agreeing a prohibition of assignment with the third-party debtors.

7.7 The customer is obliged to inform us immediately and as quickly as possible of any seizure or other impairment of our security rights by third parties. The customer is obliged to provide us with all documents necessary to safeguard our rights and to reimburse us for any costs incurred because of a necessary intervention.

7.8 If the realisable value of the securities exceeds our claims by more than 10 per cent, we shall release securities of our choice at the customer's request.

7.9 In the event of breach of contract by the customer, in particular default in payment, we shall be entitled to withdraw from the contract and to take back the items delivered under retention of title and the customer shall be obliged to surrender them.

8 Warranty, Notice of Defects, Limitation Period

8.1 The customer shall inspect the goods received for defects immediately upon receipt. Complaints must be made by the customer in writing immediately after receipt of the goods, but no later than 14 days after receipt. For hidden defects, the same period applies from discovery. Warranty claims shall lapse for defects not notified in good time.

8.2 In the case of justified complaints, we shall, at our discretion, either repair or replace the goods. If we do not remedy the defect or deliver a replacement within a reasonable period, the customer has the right to withdraw from the contract or demand a reduction in the purchase price. Withdrawal from the contract is excluded if there is only an insignificant breach of duty on our part.

8.3 The limitation period for warranty claims is as follows:

8.3.1 In the case of the delivery of goods which have been used for a building in accordance with their usual use and which have caused the defectiveness of a building for 5 years,

8.3.2 For delivery of other new goods to businesses 1 year. The period begins with the notice of readiness of the goods.

8.4 Warranty claims shall not exist in particular for defects which arise after the passing of risk as a result of unsuitable or improper use, faulty assembly or putting into operation by the customer or third parties, inadmissible mode of operation, natural wear and tear, improper maintenance, unsuitable operating materials, defective construction work, unsuitable subsoil or due to special external influences which are not assumed under the contract as well as for non-reproducible software errors. If the customer or a third party carries out improper repairs, we shall not be liable for the resulting consequences. The same applies to any modification of the delivery item made without our prior consent.

9. Limitation of Liability

9.1 In the event of injury to life, limb or health attributable to us, we shall be liable in accordance with the statutory provisions.

9.2 The following applies to other damages:

9.2.1 We shall be liable in accordance with the statutory provisions for damages caused by an intentional or grossly negligent breach of duty by us or our legal representatives or vicarious agents.

9.2.2 For damages which are based on the violation of essential contractual obligations due to simple negligence by us, our legal representatives or vicarious agents, the liability is limited to the foreseeable, contract-typical damage.

9.2.3 Claims for damages for other damages in the event of breach of ancillary obligations or non-essential obligations in the event of simple negligence are excluded.

9.2.4 The exclusions or limitations of liability shall not apply if we have fraudulently concealed a defect or assumed a guarantee for the quality of the item.

9.3 The Customer's claims for reimbursement of futile expenses instead of damages instead of performance and liability under the Product Liability Act shall remain unaffected.

9.4 Our products have a wide range of applications. If the customer wishes to use our products in a manner or for a purpose for which they are not expressly provided for in our product documentation or for which we have issued a separate written release, he must check their suitability for the intended purpose in his own tests. Any liability on our part is excluded.

10. Prohibition of Assignment

The customer is not entitled to transfer rights from the contracts concluded with us to third parties without our consent.

11. Right of Retention, Set-Off

Retention of payments or set-off due to possible claims is only possible with legally established or undisputed claims.

12. Technical Framework Conditions

Unless otherwise agreed, we base the design, planning, and equipment of the plant on the following framework conditions:

- a. Main voltage 400 V, 3 Ph, control voltage 230 V, 50 Hz, voltage fluctuations max. +/- 5 %.
- b. Direct connection of three-phase AC drives up to 15 kw, above that star-delta starting.

- c. Circulation pump speed 2,900 l/min
- d. Ambient temperature + 10 °C to + 30 °C
- e. Installation in enclosed spaces with normal, non-explosive or corrosive atmosphere
- f. Operating pressure with thermal oil system max. 10 bar
- g. Operating temperature of the heat transfer medium 300 °C
- f. Design of pressure vessels according to EU Pressure Equipment Directive
- g. Acceptance and certification (design, construction, and pressure test) of the pressure vessels according to the EU Pressure Equipment Directive by a notified body.

13. Heat Transfer Media

If no heat transfer media have been specified and agreed in writing within the scope of the project planning, we assume a suitable mineral heat transfer oil, e.g., FRAGOLTHERM Q-32-N, FRAGOLTHERM 660 or BP Transcal N, when designing, planning, and equipping our plant. If other heat carriers are to be used, the suitability of these media must be clarified with us before filling the heat carrier. If this clarification is not carried out or if a heat transfer medium is used which has not been approved by us for the corresponding plant, we reject any warranty for damage or interruptions in operation resulting from this.

14. Fuels

If no clear specifications have been agreed in writing for the fuels used, we assume the following conditions when designing, planning, and equipping our plants:

1. Oil firing systems are operated exclusively with fuel oils which meet the requirements of DIN 51 603. The detailed composition will be provided on request. The oil pressure at the burner connection hoses is 0.5 to max. 1 bar.
2. Natural gas firing systems are operated exclusively with natural gas H, lower calorific value 9.97 kWh/m³. The natural gas flow pressure at the fuel-controlled system is 200 mbar.
3. The installation altitude for forced draught burners is max. 500m above sea level.
4. The combustion air temperature for forced draught burners is 20 °C.
5. Waste heat systems for wood combustion are, unless otherwise agreed, designed for untreated wood with a moisture content of approx. 30 % by weight. The hot gas inlet temperature is assumed to be 1,000 °C.

15. Delivery Exclusions

The deliveries and services are limited to the items described in the offer. We refer in particular to the following construction services:

- All construction and ancillary services for buildings, such as breakthroughs, walls, etc., are included in the scope of supply.
- Earthworks, foundations, supporting structures, etc.
- Obtaining permits, building approvals etc. from the authorities
- Stairs, ladders, stages, and railings
- Noise protection measures, painting, and varnishing work
- Thermal insulation of heaters and apparatuses
- Heat transfer medium (thermal oil)
- Piping and supports
- Assembly of pipelines and supports
- Air and flue gas ducts
- Assembly of air and flue gas ducts
- Thermal insulation of pipes and ducts

- Installation of thermal insulation for pipes and ducts
- Electrical cables and installation material
- Assembly of electrical cables and installation material
- Assembly supervision
- All operating materials, e.g., heat transfer medium, fuel, water, etc., must be used.
- Equipment for assembly, commissioning, and plant operation, e.g., construction site electricity, water, compressed air, etc.
- Spare and wear parts
- Commissioning

16. Execution and Scope of Documentation

We supply a complete documentation in the edition and designs listed in the offer. Foreign-language documents will only be supplied free of charge to the extent that the individual documents are available to us in the desired language. The costs for the translation of certain documents are only included in our price if this is explicitly agreed in the offer or order confirmation. Documentations on data carriers can only be produced in full to the extent that the documents are available to us in electronic form. The costs for scanning paper documents (e.g., material certificates, test certificates etc.) are only included if this has been agreed in writing in our offer or the order confirmation. In many cases, the delivery of certificates is only possible as a copy and/or in the language of the country of manufacture.

17. Force Majeure

Events of force majeure and unforeseeable operational disruptions of any kind, such as fire, flood, earthquake, war, military actions of any kind, blockade, embargo on exports or imports, pandemics, shortages of raw materials and fuel, official measures or other causes for which we are not responsible or events that cause a restriction or cessation of our operations entitle us to postpone the fulfilment of our obligations for a reasonable period of time and to withdraw from the contract in whole or in part after the expiry of this period of time without being able to claim damages from us. The certificates issued by the chamber of commerce in the country of the seller shall be sufficient proof.

18. Assignment of Claims

The contractor is not entitled to assign claims to which he is entitled against the purchaser to third parties, unless otherwise agreed.

19. Applicable Law, Place of Performance, Place of Jurisdiction

19.1 The agreement for the Deliveries and Services shall be governed by and construed in accordance with the laws of Indonesia.

19.2 For adjudication of any dispute, both the client and PT Maxxtec Teknologi Indonesia agree to choose permanent and legal domicile at the office of the Registrar of the District Court of Central Jakarta, unless PT Maxxtec Teknologi Indonesia as plaintiff should give preference to the foreign court and foreign jurisdiction, such foreign court and/or jurisdiction shall apply.

19.3 The place of performance for all obligations arising from contracts concluded by us with the customer shall be Jakarta.

19.4 We shall also be entitled to sue the client at his place of business.