

TERMS AND CONDITIONS OF PURCHASE ORDER

This Purchase Order shall be governed by the terms and conditions set forth below unless the Supplier has signed a separate supply agreement with Buyer and referenced that agreement in this Purchase Order, in which case the terms and conditions of that agreement shall control the provision of goods under this Purchase Order.

1. DEFINITIONS

1.1 "Purchase Order" means the Buyer's purchase order form and any attachments to it or other items referred to in it but excludes any other printed terms or conditions of sale or purchase or other form of document.

1.2 "Buyer" means PT Fujitsu Indonesia.

2. OFFER AND ACCEPTANCE

2.1 A Purchase Order will only be binding on the Buyer if it is accepted in writing by the Supplier within 7 days of the date appearing in the Purchase Order.

2.2 The Purchase Order may be varied only with the Buyer's agreement in writing.

2.3 The Supplier must accept any variations to the Purchase Order if the Buyer pays or allows the fair and reasonable additional or reduced cost incurred by the Supplier in complying with the variations. The Supplier must promptly submit a quotation to the Buyer for any requested variation by the Buyer.

3. DELIVERY

3.1 Subject to clause 3.3, the Supplier must deliver all goods at its expense undamaged to the delivery address set out in the Purchase Order during the Buyer's normal business hours unless otherwise notified in writing by the Buyer. The Supplier must ensure that a description of the goods, their quantity, the Buyer's Purchase Order number and, where applicable, part numbers and revision levels, are clearly visible upon delivery.

3.2 Where an Incoterm is specified in the Purchase Order, and subject to any contrary provision in these conditions, the provisions of the Incoterms2000 as published by the International Chamber of Commerce ("Incoterms") shall apply to the Purchase Order.

3.3 The Supplier must give the Buyer 7 working days notice of delivery of goods and any other details concerning delivery reasonably required by the Buyer. Where a Purchase Order includes an Incoterm, the Supplier must deliver all goods in accordance with the Incoterm specified in the Purchase Order unless otherwise notified in writing by the Buyer.

3.4 Time shall be of the essence regarding any time or period given for delivery, dispatch, performance or completion in the Purchase Order. The Supplier must immediately notify the Buyer of any anticipated or actual delay.

3.5 The Buyer may reject goods, work or services and cancel the Purchase Order or any part of it where the goods, work or services have not been delivered or performed on time, regardless of the cause of delay. The Supplier must at its own cost and risk, organize the return to the Supplier of any goods, or work already delivered (where feasible), which because of such rejection or cancellation are no longer of use to the Buyer.

4. EXPORT AND OTHER APPROVALS

4.1 The Supplier must at its cost obtain and maintain any necessary export licenses or other approvals from the government of the country of origin for goods, materials or work under the Purchase Order, and on request provide a copy to the Buyer.

4.2 The Supplier must notify the Buyer in writing within 7 days of the date any license or approval under Clause 4.1 is revoked.

5. PRICE AND PAYMENT

5.1 Unless otherwise stated in the Purchase Order, the Supplier's invoice is payable within 30 days of the end of the month in which the Buyer receives the properly rendered invoice and any other documentation required by the Purchase Order.

5.2 Prices stated in the Purchase Order are fixed at the date of the Purchase Order and may not be varied unless stated in the Purchase Order. However the Supplier will pass on to the Buyer any decrease in the Supplier's Indonesian standard price list for the goods or services before delivery.

5.3 Unless otherwise agreed, or where an Incoterm defines otherwise, the Supplier must pay all taxes, duties, levies and other similar charges and any other costs, royalties and fees required to perform the Purchase Order.

Where applicable, the Buyer will pay to the Supplier the amount of goods and services tax (GST) which is payable on any supply made by the Supplier under the Purchase Order.

5.4 Unless the Purchase Order specifies otherwise, the Supplier must at its own cost prepare and submit to the Buyer all documents and drawings required under the Purchase Order.

5.5 The Supplier must clearly mark all invoices, documents, drawings and other communications with the Buyer's reference (if any) and Purchase Order number.

6. PASSAGE OF TITLE AND RISK OF LOSS OR DAMAGE

Ownership and risk in the goods set out in the Purchase Order pass to the Buyer a) on delivery, or b) where applicable, in accordance with the Incoterms. Until the passing of risk under this Clause, the Supplier must (i) insure the goods to their full insurable value with a reputable insurer; (ii) notify the insurable interest (where relevant) of the Buyer in the relevant policy or policies of insurance; and (iii) if the Buyer so requests, provide to the Buyer certificates of currency for the insurance.

7. QUALITY

7.1 Any goods supplied or service performed by the Supplier must conform with and be capable of the standard of performance stated in the Purchase Order and any sample pattern, demonstration or specification provided or given by either party.

7.2 The Supplier warrants to the Buyer that: i) the goods or materials to be supplied under the Purchase Order will not in normal operating conditions emit fumes, liquids, electromagnetic radiation or noise which could adversely affect individuals, the environment or the operation of other goods; and ii) adequate spare parts and services will be available to the Buyer at a reasonable cost for a period of 5 years from the date of completion of the Purchase Order by the Supplier.

8. LIABILITIES

8.1 If the Supplier fails to comply with any of its obligations under the Purchase Order, the Buyer may, at its option, either: i) reject any goods, material or work in whole or in part; ii) cancel the Purchase Order or any part of it; or iii) delay acceptance of the whole or any part of any materials, goods or work.

8.2 The Buyer may on notice to the Supplier, cancel the Purchase Order or any part of it. The Supplier must immediately cease or reduce work as specified in the notice and do everything possible to minimize losses resulting from cancellation of the Purchase Order. The Supplier may submit a claim for compensation and the Buyer must pay such sums as are fair and reasonable regarding the loss or damages suffered by the Supplier as a result of the cancellation. However the Buyer will not be liable for any loss of anticipated profits, consequential or indirect loss or any sum in excess of the total sums payable under the Purchase Order for the cancelled goods and services.

8.3 If the Buyer has paid the Supplier for any goods, materials or work which the Buyer has rejected under Clause 8.1(i), the Supplier must repay to the Buyer the total amount paid by the Buyer within 14 days.

9. WARRANTY

9.1 The Supplier warrants that during a period of 12 months or any other agreed period beginning on the later of acceptance, delivery or installation of goods or services under the Purchase Order, the Supplier will, at its cost, rectify any omission or defect in the goods or services by promptly repairing, replacing or renewing the damaged or defective portions of the goods or services so that they comply with the requirements of the Purchase Order. The Supplier must meet all costs incidental to the performance of its warranty obligations.

9.2 If the Supplier fails to do anything which by this Clause 9 the Supplier must do, the Buyer may do the thing at the Supplier's risk and expense but without prejudice to any of the Buyer's other rights.

9.3 The provisions of this Clause 9 apply to any good or services rectified by the Supplier under clause 9.2

9.4 The Supplier warrants that the goods supplied by it to the Buyer are newly manufactured and that any replacement goods will be newly manufactured.

9.5 The Supplier warrants that goods (including software) supplied by it to the Buyer (i) are free from encumbrances and do not infringe any patent, trademark, copyright or other intellectual property rights; and (ii) to the extent (if any) that they store or process dates, will accurately read and process all dates with full functionality and without adverse effect, before, on and after 1/1/2000.

10. INDEMNITY

10.1 The Supplier indemnifies the Buyer against all costs and damages which the Buyer may incur or become liable for: a) regarding any breach of the warranties contained in clause 9.5; and b) arising from i) defective goods, workmanship, design or services supplied or provided by the

Supplier; ii) loss or damage to property; iii) death or injury to personnel; or iv) any claim by a third party, caused or contributed to by, or resulting from any act or omission of, the Supplier, its officers, employees, sub-contractors and agents.

10.2 The Supplier must be insured to the full extent of any potential liability, loss or damages arising at common law and under any statute relating to property damage, personal injury and Workers Compensation as may be relevant to the performance of the Supplier's obligations under the Purchase Order. Insurance required by this Clause 10.2 must provide that the insurer will indemnify the Buyer if the insured is in breach of its insurance policy conditions.

10.3 The Supplier must on demand produce to the Buyer satisfactory evidence of insurance required by Clause 10.2. If the Supplier fails to produce evidence of that insurance or has not effected it, the Buyer may effect and maintain the insurance and pay the premiums and recover any amount paid by the Buyer in this respect from the Supplier as a debt.

11. CONFIDENTIALITY

The Supplier must treat as confidential all information supplied to it by the Buyer and identified as confidential (whether orally or in writing) relating to the Purchase Order, and must not without written consent of the Buyer and except as required by law, disclose that information to any person other than those responsible employees to whom it is necessary to supply it for the purpose of the Purchase Order. The obligations and restrictions of this Clause shall survive the expiry or termination of the Purchase Order.

12. GENERAL

12.1 The Buyer may cancel the Purchase Order immediately by written notice and collect all materials, goods, documents or articles of any description sent to the Supplier for any purpose if the Supplier becomes or threatens to become or is in jeopardy of becoming subject to any form of bankruptcy or insolvency administration.

12.2 The Supplier must not assign or sub-contract the whole or part of the Purchase Order without the prior written consent of the Buyer.

12.3 A notice under the Purchase Order must be in writing and given to a party by delivery, prepaid post or facsimile at its address stated in the Purchase Order or any other address notified to the other party as the address for service and shall be taken to have been properly given: i) if delivered, on the date of delivery; ii) if sent by prepaid post, 4 days after posting; and iii) if sent by facsimile, on the day of confirmation of transmission.

12.4 The Purchase Order will be governed by and interpreted according to the laws of Indonesia. The Supplier must in performing the work under the Purchase Order comply with all laws, regulations and by-laws.

12.5 The Purchase Order constitutes the entire agreement between the Buyer and the Supplier and supersedes all prior representations, agreements, statements and understandings whether oral or in writing. If there is any conflict or ambiguity between these printed conditions 1 to 12 and the other terms and requirements as set out elsewhere in the Purchase Order, the latter shall prevail.