

Purchase Order Terms and Conditions

- ENTIRE AGREEMENT & PRIORITY** The Seller and the Buyer agree that this Purchase Order ("PO") constitutes the entire agreement between the Buyer and the Seller (collectively the "Parties") and that no prior or subsequent Seller terms, representations or agreements, whether verbal or in writing, by the Buyer or the Seller or any employee, servant or agent thereof shall bind the Parties unless the same be set out in or subsequently expressly endorsed on this PO by the Buyer. Any such Seller terms shall not apply and are deemed withdrawn or non-applicable in favour of this PO, and the terms and conditions of this PO shall prevail.
- SUPPLY** The goods described in this PO (the "Goods") shall be supplied by the Seller (including, without limitation, planned, designed, manufactured, supplied, packaged, secured, labelled, delivered, documented, inspected, tested, insured and otherwise performed) to the Buyer at all times strictly in accordance with the Buyer's requirements and the terms and conditions set out herein, and no alteration to the Goods, the supply of same or these terms and conditions shall be made without the prior written consent of the Buyer. The Seller shall at all times procure and maintain levels of insurance sufficient to cover all its respective liabilities and obligations under this PO and at law.
- TIME OF THE ESSENCE** Time for the Seller's obligations and fulfilment of same under this PO shall be of the essence of this PO unless such requirement is waived by the Buyer in writing.
- SELLER'S DEFAULT** If the Seller breaches any term or condition of this PO at any time (including, without limitation, if the Seller fails to deliver the Goods to any delivery site nominated by the Buyer by the date required, fails to progress at the rate required by the Buyer, fails to procure the Goods to the standard required by the Buyer), or if the Seller is declared bankrupt, goes into liquidation, dissolution, receivership, administration or is in any other financial difficulty, then the Buyer, at any time thereafter and without prejudice to any of its other rights and remedies (whether under this PO and/or at law) may suspend or cancel (terminate) this PO, shall not be obligated to pay for the Goods or any part thereof, and/or may refuse to accept the Goods irrespective of whether or not the Goods have been delivered (property in the Goods having not passed to it) and may in its absolute discretion procure similar Goods elsewhere. The Seller irrevocably and unconditionally indemnifies the Buyer from all costs, expenses, liability, harm and damage in its so doing, including (without limitation) the purchase costs of similar Goods and any other costs of any nature incurred and/or suffered by the Buyer in relation to and/or as a consequence thereof.
- PROPERTY, TITLE & RISK IN GOODS** The Seller warrants that the Goods are free of all liens, charges and encumbrances, that the Seller has title to the same and no circumstances will then exist which would give rise to any such liens, encumbrances, adverse claims or proprietary rights, and that the Goods are of good merchantable quality and fit for the purpose for which they are required by the Buyer, provided that this clause shall not reduce or otherwise diminish in any way the effect of any special warranty or service guarantee extended by the Seller in respect of the Goods. The property in the Goods delivered to or left at the delivery site nominated by the Buyer shall not pass from the Seller to the Buyer and shall remain at the risk of the Seller until such time as the Buyer has inspected (and if necessary, tested) the Goods, satisfied itself they contain no defects or damage (and/or that any and all defects, damages and/or any other non-conformities have been remedied properly and fully) and unequivocally indicated its acceptance in writing.
- INSPECTION AND RETURN** Where, upon inspection by the Buyer, the Goods or any part thereof are not in accordance with this PO, or the Buyer's requirements, or found by the Buyer in its sole and absolute discretion to be unacceptable, the Buyer may, at the Seller's expense, convert the Goods or part thereof into a condition acceptable to the Buyer or return the Goods or part thereof to the Seller and may at its discretion deduct, withhold or set-off from any money otherwise payable to the Seller under this PO or any other contract or agreement between the Parties the cost of such repair or return.
- SELLER'S WARRANTY** The Seller warrants to the Buyer the Goods are new, of the highest quality and safety, fit for the Seller's purposes, manufactured, certified and documented strictly in accordance with the highest international industry standards and any plans and specifications provided for such purpose, fully in compliance at all times with this PO and the Buyer's requirements and will at all times comply with all applicable laws, regulations and any standards relating to the Goods or any part thereof laid down by any standards association, local supply authorities or any other authority and are of the same or better quality as approved samples provided by the Seller to the Buyer (if any). The Seller shall at its own cost remedy any and all defects, damage and/or other non-conformities immediately and any time upon the Buyer's written demand for two (2) years after the Buyer's acceptance. The Seller further warrants that its supply of the Goods (including, without limitation, planned, designed, manufactured, supplied, packaged, secured, labelled, delivered, documented, inspected, tested and otherwise performed) is, will and at all times shall be strictly in accordance with the Buyer's requirements, this PO and the highest international standards of skill, care, diligence, efficiency, expedience, experience and expertise. The Seller further warrants that it, its officers, employees, sub-contractors and agents shall comply at all times with the Buyer's Code of Conduct, a copy which the Seller is deemed to have obtained.
- PATENTS, INTELLECTUAL PROPERTY & CONFIDENTIALITY** The Seller irrevocably and perpetually grants full title and property to the Goods to the Buyer immediately upon their acceptance by the Buyer, including, without limitation, all patent, registered design, proprietary right, copyright or trade mark thereto. If and to the extent the Seller is genuinely unable to pass any or all such rights to the Buyer, it hereby grants the Buyer a perpetual, irrevocable, royalty-free, assignable and sub-licensable licence to the Buyer to use the Goods in any way(s) and for any purpose(s) whatsoever. The Seller hereby indemnifies the Buyer and all its successors assigns customers and users of the Goods against any and all damage, loss, harm, cost, action, suit, claim or demand (including, without limitation, legal costs on a full indemnity basis) arising out of or in any way connected with the Goods and/or the use thereof including any infringement of any patent, registered design, proprietary right, copyright or trade mark. The Seller shall, and shall oblige its officers, employees, sub-contractors and agents to, maintain full secrecy and confidentiality on all matters not in the public domain concerning and/or arising out of this PO and performance of the same.
- TERMINATION FOR CONVENIENCE & BUYER'S LIABILITY** The Buyer may at any time on immediate notice terminate or suspend this PO or part thereof with no liability whatsoever to the Seller. To the maximum extent permitted by law, and notwithstanding any other provision of this PO, payment by the Buyer of all the due and payable price for the Goods and supply of same (in whole or part) for satisfactory performance by the Seller of this PO that is and has been at all times in accordance with this PO and its obligations thereunder is the Buyer's maximum liability to the Seller, and the Seller's sole and exclusive remedy against the Buyer, for any and all losses, costs, expenses, damages, expenses and liabilities of whatsoever kind (including, without limitation, legal fees and expenses) arising out of and/or in connection with this PO (including, without limitation, in respect of any breach or termination). The Seller agrees that the Buyer has no liability whatsoever to the Seller for, and the Seller shall neither have no claim whatsoever against the Buyer (whether under this PO and/or at law) in respect of, without limitation, any claim for fees, disbursements, expenses, charges, compensation, any indirect, consequential and/or special loss (including, without limitation, loss of profit, loss of anticipated profit, loss of business, business interruption losses, loss of revenue, loss of goodwill, loss of anticipated savings, loss of use, loss of opportunity) for any and all losses arising out of and/or in connection with this PO. This clause survives termination or expiry of this PO.
- PRICE, PAYMENT & SET-OFF** Unless otherwise agreed by the Parties in writing, prices listed on this PO are in Indonesian Rupiah currency, shall not be subject to increase or escalation, inclusive of applicable sales tax (PPN), inclusive of any excise and customs, inclusive of any other Government charge or levy applicable to the Goods and inclusive of all packing, delivery, and crating costs. Subject to the Seller having completed the supply of Goods at all times in accordance with the terms and conditions herein and the Buyer's requirements and to the Buyer's absolute satisfaction, the Buyer shall pay the Seller within the number of days outlined in the payment terms on the front of this PO against receipt of the Seller's agreed invoice the price certified as payable to the Seller (and if none is stated, within forty-five (45) days of Buyer's receipt of Seller's invoice that is fully in accordance with the requirements of, and certified by, the Seller). The Buyer may withhold, set-off or deduct any sum due and payable by the Seller to the Buyer, whether arising under this PO or any other contracts made between the Seller and the Buyer.
- INDEMNITY** The Seller irrevocably and unconditionally indemnifies the Buyer against all and any liability, injury, death, loss, down-time costs, damage, claims, proceedings, expense or cost suffered and/or incurred by the Buyer, arising out of or in connection with the Goods or any breach of the conditions of this PO and/or any laws and regulations by the Seller, its personnel, employees or agents. The indemnities on the Seller in this PO are continuing obligations, independent from the other obligations of the Seller under this PO and continue after this PO ends, expires or is terminated. It is not necessary for the Buyer to incur expense or make payment before enforcing a right of indemnity under this PO. The rights and remedies provided for the Buyer in this PO are in addition to other rights and remedies at law.
- EXCLUSION OF ARTICLE 1266** The termination of this PO in accordance with the relevant provisions contained herein shall take effect and be valid without the requirement of a court pronouncement of such determination and the parties agree to waive the provisions of Articles 1266 of the Indonesian Civil Code to the extent that a prior judicial order is needed for termination of this PO.
- ASSIGNMENT** The Buyer may assign any and all rights and benefits under this PO to any party at its sole discretion and without the Seller's consent. The Seller cannot assign without the Buyer's prior written consent.
- CONFLICT, SEVERABILITY & NO WAIVER** In the event of a conflict, discrepancy or inconsistency arising between any terms and conditions in this PO, then the more onerous requirement or higher standard or requirement upon the Seller (or less onerous requirement or lower standard or requirement on the Buyer, as the case may be) shall prevail. Any provision in this PO that is illegal, void and/or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability, and such illegality, voidness or unenforceability will not invalidate any other provision of this PO. The Buyer is not deemed to have waived any provision of this PO unless the waiver is in writing, expressed as an explicit and discrete waiver and signed by the Buyer, but any waiver by the Buyer of any breach of the terms or conditions by the Seller of this PO shall not prejudice any remedy that the Buyer may have in respect of any continuing or other breach of the terms and conditions of this PO. No favour, delay, relaxation or indulgence on the part of the Buyer in exercising any power or right conferred on the Buyer under the terms of this PO shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right by/of the Buyer under this PO. The expiry or termination of this PO shall not prejudice the rights of the Buyer in respect of any antecedent breach or non-performance by the Seller of any of the terms and condition of this PO.
- JURISDICTION & DISPUTE RESOLUTION** This PO shall be subject to the laws of the Republic of Indonesia. Any dispute arising out of or in connection with this PO (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the BANI Arbitration Center (Badan Arbitrase Nasional Indonesia) ("BANI") in accordance with the BANI Arbitration Rules for the time being in force, which rules are deemed incorporated by reference in this clause. The seat of the arbitration shall be Jakarta (Indonesia), the tribunal shall consist of one (1) arbitrator and the language of the arbitration shall be English. Notwithstanding the existence of a dispute, the Seller shall continue to perform and comply with this PO and the Buyer's instructions.
- LANGUAGE** This PO is made in the English language and the Indonesian language. A copy of the Indonesian language version of these Terms and Conditions is available at: <https://www.leightonasia.com/indonesia-po-terms-and-conditions>. In the event of any inconsistency or different interpretation between the English language version and the Indonesian language version, the English language version will prevail.
- MODERN SLAVERY** (1) The Seller warrants that: (a) it has not, and to the best of its knowledge its suppliers/subcontractors have not, engaged in Modern Slavery, whether in the jurisdiction or elsewhere; (b) there is no outstanding investigation of it and it has not been convicted of any offence under any applicable Modern Slavery Law; and (c) it will not cause the Buyer to breach any Modern Slavery Law, whether as a result of a breach of the Purchase Order by the Seller or any other default, act or omission of the Seller or any person for whom the Seller is responsible in connection with the Purchase Order or otherwise. (2) The Seller must comply (and ensure that its suppliers/subcontractors comply) with any requests made by the Buyer to provide any assistance, information, documents or interview any person as required by the Buyer to enable the Buyer to discharge any obligations arising under any Modern Slavery Law. (3) The Seller indemnifies the Buyer against all actions, claims, demands and proceedings against the Buyer, and all losses, damages, costs, expenses and other liabilities suffered or incurred by the Buyer, arising from any failure by the Seller to comply with its obligations under this clause. "Modern Slavery" means slavery, servitude, force labour, trafficking in persons, forced marriage, child labour, debt bondage and other slavery like practices; "Modern Slavery Law" means any law in any jurisdiction which prohibits or outlaws Modern Slavery.
- CODE OF CONDUCT** The Seller further warrants that it, its officers, employees, sub-contractors and agents shall comply at all times with the Buyer's Code of Conduct, a copy which the Seller is deemed to have obtained. The Seller must not engage in any form of bribery and corruption or otherwise fail to comply with the Buyer's Code of Conduct.