

TRIPPER INC. AND TRIPPER NATURE TERMS AND CONDITIONS OF SALE

PLEASE READ OUR TERMS AND CONDITIONS, AS THE PURCHASE OF OUR GOODS WILL MEAN YOU AGREE TO THEM

1. DEFINITIONS

- 1.1 "Buyer" means the person(s), firm or company, which agrees to buy Goods from Tripper.
- 1.2 "Purchase Order (PO)" means the written offer of the Buyer to buy Goods from Tripper.
- 1.3 "Goods" means the Goods Tripper agrees to supply to the Buyer in relation to the PO.
- 1.4 "Tripper" means the Seller of the Goods, i.e. Tripper Inc. or PT Tripper Nature*.
- 1.5 "Order Confirmation" means the written notice from Tripper to the Buyer indicating acceptance of the Buyer's PO.
- 1.6 "Shipment" means the Goods physically leaving Tripper premises by means of a Third Party or the Buyer.
- 1.7 "Delivery" means the Buyer physically receiving the Goods (FOB port, CFR port, ex-warehouse or DDP Buyer's address).

2. PRICE QUOTATIONS, PURCHASE ORDER, ACCEPTANCE AND ORDER CONFIRMATION

- 2.1 Price quotations for Goods made by Tripper are an invitation to the Buyer to issue a PO.
- 2.2 Price quotations are valid for a period of fifteen (15) days from the date of issuance.
- 2.3 By issuing a PO the Buyer accepts to buy the Goods, in accordance with these terms and conditions.
- 2.4 Before accepting a PO, Tripper and the Buyer will verify and confirm the price and quantity of the Goods.
- 2.5 A PO is not binding until its written acceptance by Tripper in the form of an Order Confirmation.

3. GOODS, DELIVERY AND SHIPMENT

- 3.1 The Goods are delivered as set out in the PO accepted by Tripper to the address specified by the Buyer in the PO.
- 3.2 The Goods are in conformity with Tripper's standard product specification(s), unless otherwise stated in the PO.
- 3.3 The Buyer may refuse delivery if the Goods are not delivered in accordance with Condition 3.1 or 3.2. If Delivery of the Goods is not possible for any other reason, the Buyer will be charged for the costs of shipping from Tripper's warehouse to the Buyer's address and back, as well as for other related costs.
- 3.4 Until fifteen (15) days after acceptance of the PO the Buyer may make changes (alterations or reductions) and/or cancellations, provided the Goods have not yet shipped. If changes and/or cancellations are made later, Tripper may retain deposits and/or charge the Buyer for all or a portion of the Goods ordered.
- 3.5 Until fifteen (15) days after confirmation of the order, the Buyer may postpone Shipment, provided the Goods have not yet shipped. If the Buyer postpones Shipment more than one month after the Order Confirmation was issued, Tripper will increase the Price of the Goods by 2% per month, starting from the shipment date mentioned in the PO and/or Order Confirmation.

4. PRICES

- 4.1 Prices and currencies for the Goods will be set out in the Order Confirmation. All prices exclude freight and pallet charges, unless otherwise stated. Discounts relate only to the delivery specifically mentioned in that Order Confirmation.
- 4.2 Since Prices of Goods may fluctuate due to external factors, such as raw material prices, freight costs and exchange rate IDR/USD, Tripper reserves the right to change Prices accordingly. Tripper will notify the Buyer of such changes. In the case of Price increase, the Buyer may cancel the PO by giving notice to Tripper, which must be received within eight (8) days of the Price increase notification (see also Condition 8).
- 4.3 Prices are excluding sales tax. Any other taxes, duties, levies or fees imposed after Delivery of the Goods (see Condition 6.2) will be on the Buyer, unless the Buyer has provided Tripper with an appropriate resale or exemption certificate.

5. INVOICE, PAYMENT AND CREDIT

- 5.1 Tripper invoices the Buyer upon shipment of the Goods. Any complaint with respect to the Invoice must be notified to Tripper within eight (8) days after the date of Invoice. Thereafter the Buyer shall be deemed to have approved the Invoice.
- 5.2 Payment shall be made on the basis of net cash and should be received by Tripper on or before the due date. The Buyer must pay in full, without any set-off, restriction or condition and regardless of counterclaim. Tripper will charge 1.5% interest per month from the due date on any outstanding sums and may suspend deliveries of the Goods until the outstanding amount has been received and reserves the right to change the credit terms to prepayment indefinitely.

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5.3 Tripper prefers Payment by Money Order, Company Check or Personal Check. If Payment by Money Order, Company Check or Personal Check is received in Tripper's bank account on or before the day of shipment of the Goods Tripper will give a 2% discount, which the Buyer may deduct from the related PO, or credit against the next PO.

5.4 Tripper accepts prepayment by Visa, MasterCard or American Express. Credit Card transactions are free of charge when paid on or before the day of Delivery of the Goods, otherwise a 3% service charge shall apply to the total sum of the Invoice.

5.5 The Buyer can apply for credit terms by authorizing Tripper the release of bank information. If a credit facility is offered, Payment must reach Tripper on or before the due date, i.e. thirty (30) days after the Invoice date, unless stated otherwise in the Order Confirmation. If credit was granted and is paid by Credit Card a 3% service charge shall be added to the total sum of the Invoice (cf. Condition 5.4).

5.6 All costs, charges and expenses incurred by Tripper in recovering any debt shall be paid by the Buyer. If a Payment made by Check is denied for insufficient funds, the Buyer shall be liable for all costs incurred by Tripper. Tripper will charge the Buyer USD25 for each NSF check returned and will change the credit terms to prepayment indefinitely.

5.7 Registered at the Published Credit Reporting Agency, Tripper has the right to submit delinquent accounts reports. Late Payment may affect the Buyer's credit rating.

6. CANCELLATION, TITLE AND RISK

6.1 In case of wrongful non-acceptance or rejection of Goods or cancellation of a PO, Tripper is entitled to recover from the Buyer at least 50% of the Price of such Goods, unless Conditions 3.3, 3.4 or 4.2 apply.

6.2 Risk liability will pass to the Buyer at the moment of Delivery of the Goods as stated in the PO (see also Condition 4.3).

6.3 Goods will remain the property of Tripper until the Price of such Goods has been paid in full, notwithstanding Condition 4.3.

7. LIABILITY

7.1 This Condition is in addition to and does not affect a Buyer's rights in relation to defective Goods given by law.

7.2 Care is taken to ensure that Goods leave Tripper premises in the condition required by the PO. The Buyer will inspect and count the Goods upon receipt. Any damage or missing items, or non-compliance with Condition 3.2, must be noted on the delivery receipt, as well as reported to Tripper within five (5) working days, otherwise the liability is on the Buyer and no credit can be given nor returns accepted.

7.3 The Buyer is required to provide proof of damage or non-compliance to Tripper and prepare the Goods in the original carton for pick-up/return for inspection by Tripper within five (5) working days. If damage or loss is due to the fault of Tripper, damaged or defective Goods will be replaced free of charge. If replacement is not possible or required, the Buyer will be refunded, unless instructions as to the handling or storage of the Goods at the Buyer's premises have not been complied with.

7.4 Tripper assumes liability for quality deficiencies of the Goods. Apart from said quality deficiencies, Tripper will be under no liability whatsoever to the Buyer for any direct, indirect or consequential economic or financial loss in connection with any PO.

8. FORCE MAJEURE

In the event of circumstances beyond the reasonable control and contemplation of Tripper, Tripper will not be liable to the Buyer for failure or delay in performance and completion as set out in the PO. Tripper claims the right to a reasonable time extension for performing the obligations in the following situations: natural disasters, war, fire, explosion, acts of terror, governmental action, strikes, riots, violent disorder, exchange rate fluctuations, transportation shortages, harvest failures or delays in deliveries from suppliers. Both the Buyer and Tripper can terminate the agreement for sale without compensation if delay in performance exceeds two months.

9. TERMINATION

9.1 Tripper may by written notice terminate the PO if the Buyer is in material breach of the contract or enters into insolvency, bankruptcy, etc. Failure to pay any sums due is a material breach and not capable of remedy.

9.2 The termination of the Contract is without prejudice to the rights, duties and liability of either the Buyer or Tripper accrued prior to termination. The conditions, which have effect after termination, will continue to be in force despite termination.

10. GENERAL

10.1 Save as set out in the PO, these Terms and Conditions may only be varied or amended in writing by Tripper.

10.2 The Order Confirmation, in conjunction with these Terms and Conditions, contain the terms Tripper and the Buyer have agreed to in relation to the Goods and supersedes any prior written or oral agreements, representations or understandings.