



I. General provisions

1. These General Terms and Conditions apply to all our offers and all agreements. In particular, they apply to all our purchases and to all our services including advice and information provided.

2. The following definitions apply in these General Terms and Conditions:

- The client: the natural person or legal person who receives offers from PT SuryaTek Mulia Abadi in accordance with paragraph 1 or enters into agreements with us regarding the purchase and possible installation of the components.

- Supplier: PT SuryaTek Mulia Abadi (hereinafter referred to as SuryaTek)

- Agreement: the agreement between SuryaTek and the client to purchase components, services and if applicable any installation.

- Component: Solar panels and / or other items, accessories, material or complete systems as specified in the Agreement.

- Written: Messages written and sent on paper or electronically.

3. We strive to (electronically) hand over these General Terms and Conditions to the client before, during the quotation, or when concluding our agreements, at the order confirmation. However, if delivery has not taken place or is reasonably impossible, the client may request for it. At request of the client, the General Terms and Conditions will be sent free of charge.

4. In the event that one or more provisions of these conditions should prove to be invalid or void, this does not affect the legal validity of the other provisions.

5. The address provided by the client before or at the conclusion of the agreement may be used by SuryaTek as such for making statements and / or notifications to the client until the client has communicated its new address.

II. General terms and conditions of the client and deviating agreements

1. Conditions relating to the delivery, payment and purchase of the client do not apply to our offers and agreements concluded with us.

2. Agreements between the client and us that deviate from these General Terms and Conditions will only apply if we have confirmed these agreements in writing.

III. Offers, agreements and prices

1. All offers are non-binding. If an offer is accepted by the client, SuryaTek has the right to withdraw the offer within five working days of receiving the acceptance.

2. The data and appendices provided by us with the offer are for information purposes only and provide a general overview. No rights can be derived from the information provided by us with the offer with regard to the yield, return on investment and operation of the systems.

3. If a sample or model has been shown or provided to the client before or at the time of the offer, this will only be done by way of indication. The goods can vary but will meet the requirements.

4. We reserve all intellectual and industrial property rights to the designs, drawings, images, diagrams, lists of materials, software and other documentation provided with the offer. All mentioned items and other documentation remain our property and may not be copied, shown or handed over to any third party, in whole or in part, without our express written permission, or used in other ways in dealing with third parties.

5. In order to be able to come to an offer, we will often have to incur costs for studying data, consultation, design, engineering, advice and the like. If our offer does not lead to an order from the other party accepted by us and more than twenty hours have been spent on the mentioned work, we will charge this work to the client. The client is obliged to pay us the relevant invoice(s).

6. All prices are in Indonesian Rupiah

7. The prices quoted are ex warehouse and excluding packaging, unless stated otherwise in the offer.

8. All prices are always exclusive of VAT, unless stated otherwise in the offer.

9. All orders or assignments, taken by representatives, intermediaries or employees, only bind us if they have been confirmed by us in writing.

IV. Delivery time, delivery and risk

1. The specified delivery times are an indication and will never be regarded as a strict deadline, unless explicitly agreed otherwise.

2. Barring intent or gross negligence on our part, the client cannot claim compensation and / or dissolution of the agreement if the delivery time is not exceeding 120 days. If the delivery time is exceeded by more than 120 days, the client must give us written notice of default. In this notice of default, the client must give us a reasonable period for compliance.

3. The delivery time starts on the day on which the client has received a written confirmation of the agreement, but not before the client has met all possible details related to the implementation of the agreement which must first be realized by the client. In particular, a deposit of 50% of the invoice is required unless otherwise stated.

4. SuryaTek is authorized to perform in parts. Orders or parts thereof, which cannot be delivered immediately, are noted for subsequent delivery. The client will be notified in writing.



5. The risk of damage, destruction or loss of the goods to be delivered is transferred to the customer as soon as these goods have been received by the customer.

6. If the client does not, not timely or not completely, purchases the goods commissioned or purchased from us, we are entitled to store these goods at the expense and risk of the client and to demand payment as if the delivery had taken place.

7. The delivered goods shall remain property of Suryatek until all claims arising from the business relationship have been fulfilled. Until then, the client shall be forbidden from pledging or transferring ownership to third parties.

8. All deliveries are ex warehouse, unless stated otherwise.

9. Delivery addresses supplied by the client that are non-deliverable by the transportation company will be charged a Rp 1,000,000 rerouting fee if corrected in transit. If the item(s) are returned to the warehouse and require reshipping to a new address, the additional charges for the actual shipping charge from the transportation company will be charged to the customer.

10. Orders are insured during transportation and become the responsibility of the transportation company after leaving the dock. Upon receipt of shipment, customer must inspect the package for any visible signs of damage and note it on the freight bill. Any concealed damage must be reported to the transportation company and Suryatek within three days. Any items lost, damaged or delayed by transportation companies are beyond our control.

11. Deliveries are made by common carrier freight trucks. If the delivery location is not accessible by tractor trailers the client must make special arrangements for pickup at the local terminal or pay additional fees for delivery. Please inform Suryatek at time of purchase to avoid add-on fees after the original sale. Certain delivery areas which are not serviced on a daily basis by the common carrier may require up to 7 days additional for delivery. Certain areas may require a surcharge by the transportation company in addition to stated shipping fee.

12. The lift gate option for all items is a surcharge for an automated lift to move the item off the delivery truck to the ground. In some areas lift gate service is not available the client is responsible for getting the items off the back of the truck. Items delivered by common carrier will be delivered curbside. The driver may move the package up your driveway and/or inside your property as a courtesy; however, some common carriers charge a fee for this added service, be sure to verify with the driver if there will be a charge; any additional charges will be billed directly to the client by the common carrier.

V. Force Majeure

1. A shortcoming in the fulfillment of the agreement by Suryatek, among other things, cannot be attributed to Suryatek if the causes of this shortcoming are not due to our fault or fall outside our sphere of risk. Causes as referred to in the previous sentence include war, danger of war, civil war riot, molestation, fire, water damage, flood, work strike, company occupation, exclusion, import and export restrictions, government measures, defects in machines, disruptions in gas, water supply - and electricity and the stagnation or interruption of deliveries from third parties from whom Suryatek must purchase raw materials, materials or components for the implementation of the

of the agreement.

2. In the event of a non-attributable shortcoming in the fulfillment of the agreement by the client, Suryatek is authorized to dissolve the agreement in whole or in part.

VI. Exclusion and limitation of liability

1. For all direct damage suffered by the client, caused by a shortcoming attributable to Suryatek in the performance of the agreement, our liability, except in the case of intent or gross negligence, is limited to the agreed price.

2. For all indirect damage or consequential damage, including stagnation in the regular course of affairs in the business of the client and / or stagnation in the execution of one or more assignments executed by the client for third parties, Suryatek is, except in the case of intent or gross negligence, not liable.

3. Suryatek exclude liability for damage that has arisen as a result of the actions of auxiliary persons or as a result of errors in drawings and / or technical data which we use on our own initiative or by designation or instructions from the other party in the performance of the agreement.

4. Suryatek exclude liability for damage that has arisen during the execution of the agreement as a result of used items made available by third parties or by the client and that prove to be unsuitable for the implementation of the agreement.

5. All items, such as materials, semi-finished products and machines that are made available by the client for the performance of the agreement, will not be insured by us. The client is obliged to insure these items itself and to keep them insured for the duration that they rest with Suryatek.

6. The items referred to in paragraph 5 remain at the risk of the client. The client is liable to us for all damage that occurs due to (the use of) these items.

VII. Assembly / installation

1. Suryatek will install all Grid Tied PV Systems according to Standard PLN regulation of PT PLN (Persero) SPLN 2015 and rooftop netmetering regulation Permen ESDM Nomor 12,13 and 16 Tahun 2019.

2. Suryatek is not responsible for any consequences as a result of changes by the Indonesian government and or the PLN in SPLN 2015 and the rooftop netmetering regulation Permen ESDM Nomor 12, 13 and 16 Tahun 2019.

3. In the case of discrepancies between the two documents mentioned under 1 and 2, the Permen ESDM Nomor 12, 13 and 16 Tahun 2019 document is leading.

4. To have an EXIM meter installed by the PLN, it must be requested. The necessary documents are supplied by Suryatek to the client. The client himself must submit the application to the PLN. A deposit must be paid to the PLN for the EXIM meter. The client is responsible for the delivery of a so-called SLO. Serifikat Lain Operasi. The application process is between client and the PLN. Suryatek is not part of this.

5. PT Suryatek will install all cabling in cable ducts. PT Suryatek will not perform any crushing work on concrete and / or brickwork.



6. The system is installed and connected by or on behalf of SuryaTek, unless otherwise agreed. Installation is understood here to mean the placement and, if necessary, connection of the components in such a way that it achieves a good to optimum yield in given circumstances.

7. The client is responsible towards SuryaTek for the correct and timely execution of all preparations necessary for the installation of the components to be assembled and / or the correct operation of the product in the mounted condition. Without prejudice to the above, the client will in any case ensure for its own account and risk that:

8. The subcontractors of SuryaTek and / or its staff, as soon as they have arrived at the place of installation, gain access and can commence the work and continue to perform it during the normal working hours and moreover, if SuryaTek deems this necessary, outside the normal working hours, provided that it has notified the client in a timely manner.

9. The access routes to the place of installation are suitable for the required transport.

10. The designated place of installation is suitable for storage and assembly.

11. All necessary safety and precautionary measures have been taken and are maintained, as well as that all measures have been taken and are maintained in order to comply with the applicable government regulations in the context of assembly / installation.

12. The client provides the installer access to the location and connection to electrical power for the use of electrical tools required for installation work. SuryaTek and / or her subcontractors can use a toilet on site.

13. The client must ensure that work and / or delivery to be carried out by others, which is not part of the assembly / installation work of SuryaTek or the client engaged by it, is carried out in such a way and on time that the performance of the work is carried out by or is not delayed for SuryaTek. If a delay within the meaning of this paragraph nevertheless arises, the client must notify SuryaTek in a timely manner.

14. Damage and costs that have arisen because the conditions set out in article VII have not been met or have not been met on time, are at the expense of the client.

15. In case the delay as mentioned in article VII.12 is exceeding 5 days SuryaTek is entitled to reschedule the project and charge additional fees.

16. The client bears the risk for damage caused by inaccuracies in the specified information and / or assigned work and / or work performed such as measurements and:

- defects in construction of the building or civil constructions on which the work is being carried out.

- unsuitability in construction of the building or civil constructions for installation and / or installation of components, for example due to insufficient strength of the roof or unsuitability of the roof covering for installation (work).

17. If Suryatek causes any damage to your property during the installation of the system at your Installation address, we will enter into a contract with an appropriately qualified third party to repair that damage, provided that you notify us of the damage within two weeks after installation of that system.

18. Tile damage. All care will be taken but often old or brittle tiles can break. If a tile is damaged, we will determine if the crack is so severe that the entire tile needs to be replaced, or if the tile can be repaired in place. If the crack can be repaired, we will carefully fill in the crack. Where repair work is required, Suryatek will complete this free of charge. If a tile needs to be completely replaced SuryaTek will take care of that free of charge. The replacement tiles will be provided by the client. SuryaTek will pay for the tiles.

19. SuryaTek will provide the following document to the client after installation:

Single Line Diagram (SLD)

Wiring diagram connection to the PLN Grid

Test Report

Warranty Document with serial numbers

User Manual

20. If an inverter with an internet connection has been provided, the customer must ensure that there is a sufficiently strong WiFi signal.

IIIX. Warranty

1. For sold and delivered components with a factory or importer or wholesale warranty, only the warranty stipulations set by this supplier apply.

2. The work performed by SuryaTek may be subject to additional warranty provisions as stated in the agreement, provided that the client has not made any changes to the installation.

3. The warranty does not include costs, like shipping costs, travel and accommodation costs of Suryatek personnel, labor costs of SuryaTek personnel for on-site repairs as well as costs of clients own employees.

4. The factory warranty does not cover damage that has occurred due to any of the following reasons:

- Transport damage
- Incorrect installation or commissioning
- Failure to observe the user manual, the installation manual, or the maintenance instructions
- Modifications, changes, or attempted repairs
- Incorrect use or inappropriate operation
- Insufficient ventilation of the device
- Failure to observe the applicable safety regulations
- Force majeure (e.g., flash of lightning, overvoltage, storm, fire)

Neither does it cover cosmetic defects which do not influence the energy production.

XIII. Statutory Warranties

Suryatek warrants that:

1. The work under agreement will be carried out in an appropriate and skillful way, with reasonable care and skills and in a proper and workmanlike manner to accepted trade standards;



2. All materials supplied will be of good quality and suitable for the purpose for which they are used. All materials used will be new unless the agreement expressly provides otherwise. Inverters can have some kWh produced due to testing activities.

3. The work under agreement will be carried out in accordance with any plans and specifications that form part of the contract;

4. The work will be done with due diligence and within the time stipulated in the agreement, or if no time is stipulated, within a reasonable time;

IX. Payment conditions

1. Payment for the goods delivered by us must be made as follows: 50% prior to the order and 100% before we ship out the goods. Unless otherwise agreed in writing.

2. We are entitled to invoice partial deliveries separately.

3. The client cannot invoke settlement against us.

4. After the expiry of the period referred to in paragraph 1 or otherwise agreed in writing, the invoice amount is immediately due and payable. The client is violating the contract. A notice of default is not required.

5. After the expiry of the period referred to in paragraph 1 or otherwise agreed in writing, SuryaTek is entitled to charge interest on the unpaid amount of 2.5% per month or the statutory interest for commercial transactions if this is higher from the day on which the other party is in default until the day all outstanding invoices are paid.

6. Payments made by the client always serve to settle all costs owed, then interest and then due invoices that have been outstanding the longest, even if the clients states that the payment relates to a later invoice.

7. If the client has failed to timely fulfill its payment obligations, as described in paragraph 1 or otherwise agreed in writing, the client is obliged to bear all of extrajudicial costs, litigation costs and legal assistance costs incurred by us and to pay them in full. These costs also include other and / or higher costs than legal costs to be estimated under law. In the event that we apply for the bankruptcy of client, client will also be required to pay the costs of the bankruptcy petition in addition to the above-mentioned costs.

8. Without prejudice to the provisions of paragraph 7, in the event of bankruptcy (s-applications), (request for) suspension of payment, suspension or liquidation of the business of the client or placing client under guardianship, notice of default is not required. The previous sentence applies mutatis mutandis if the clients does not, not properly or in time, fulfill its obligations under the agreements concluded with SuryaTek.

9. In the cases referred to in the previous paragraph, SuryaTek has the right, at our option, to suspend the performance of the agreement without judicial intervention, or to dissolve the agreement in whole or in part by means of a written statement, without prejudice to our right to claiming full compensation.

10. If SuryaTek has good reason to fear that the client will not fulfill its obligations under the agreement, SuryaTek is entitled to suspend compliance with her obligations before or during the performance of the agreement until the client has, to the satisfaction of SuryaTek, provided security for the fulfillment of all its obligations under the agreement. This provision also applies if credit is stipulated.

11. After the guarantee period set by SuryaTek has expired, the client is legally in violation and we can terminate the agreement without judicial intervention by means of a written statement, without prejudice to our right to full compensation.

XI. Retention of title

1. The goods delivered by SuryaTek remain our property until the client has fulfilled all of the following obligations from all agreements concluded with SuryaTek:

- the consideration (s) with regard to delivered or to be delivered goods in general and in particular also long-term contracts such as lease-purchase or comparable lease constructions;

- the consideration (s) with regard to services provided or to be provided by SuryaTek under the agreement;

- any claims for non-compliance by the client with (an) agreement (s) concluded with SuryaTek.

2. Goods supplied by SuryaTek that fall under the retention of title pursuant to paragraph 1 may only be resold in the context of normal business operations. The client is not authorized to pledge further goods or to establish any other right on this.

3. With regard to matters that have been transferred to client in accordance with the provisions of paragraph 1 and that are still under the client, we hereby reserve the right to pledge as referred to in the Indonesian Civil Code for security of claims that we might have or get for whatever reason on client. This reservation of lien also applies to goods delivered by us that have been processed or processed by the other party and that would result in our retention of title.

4. If the client fails to meet its obligations or if there is good reason to fear that it will fail to meet its obligations, SuryaTek is entitled to collect the delivered goods on which the retention of title referred to in paragraph 1 rests at client location, or at the location of third parties that store these goods for the client. The client is obliged to cooperate fully in this regard or to be liable for an immediately payable penalty of 10% per day of all that it owes SuryaTek.

5. If third parties wish to establish or enforce any right to the goods delivered under retention of title, the client is obliged to inform SuryaTek immediately in writing.

6. The client undertakes: to insure and keep insured the goods delivered under retention of title insofar as no other agreements have been made against fire, explosion and water damage and against theft and to provide the agreement of this insurance to SuryaTek for inspection;



to pledge all claims of the client to insurers with regard to the goods delivered under retention of title to us at the first request of us as referred to in the Indonesian Civil Code;

to pledge to us the claims that the other party obtains vis-à-vis its customers for the resale of goods supplied by us under retention of title to us on first request as referred to in article

XII. Limitation period

1. Claim rights of the client expire no later than one year after the claim arose.

XIII. Disputes and applicable law

1. Indonesian law applies to all our offers and agreements.

2. In the event of disputes relating to the agreement signed by the parties or agreements building on it, SuryaTek endeavors to reach a mutual settlement with the client in order to reach a solution.

3. If the parties cannot settle the dispute between themselves, the parties will then attempt to resolve it with the help of mediation.

4. As long as the mediation has not ended, neither of the parties will submit the dispute to the court, except solely for the preservation of rights.

5. Parties attend the first mediation meeting together. After the first meeting parties are free to terminate the mediation at any time. The mediation starts when the parties attend the first joint mediation meeting.

6. Disputes in which there is no mutual regulation or a solution with the help of mediation will be submitted to the an Indonesian court.

XIV. Liability

1. SuryaTek will only be liable for any shortcomings if the Warranty Terms and Conditions supplied with the Products apply, in which situation SurayaTek's liability for shortcomings will be limited to the warranty obligations described in these warranty terms and conditions.

2. The liability of SuryaTek is limited to the damage for which and insofar as SuryaTek can be held liable in accordance with mandatory provisions, whereby consequential, indirect and / or immaterial damage is expressly excluded.

XV. Payment and settlement

1. The invoices to be sent to us by the client must meet the requirements laid down by Indonesian law. Invoices that do not meet these requirements are returned and not paid.

2. The client is not entitled to increase the invoice with a so-called credit limitation surcharge.

3. Unless explicitly agreed otherwise, the goods delivered by the clients shall be paid by us no later than 30 days after receipt of the invoice. After this period has expired, the client must give us notice of default by registered letter. The client must give us a reasonable period for compliance in this letter.

4. SuryaTek is authorized to set off the amounts owed or to be claimed by us on the basis of the agreement with amounts to be claimed or owed by the client party for whatever reason.

In witness whereof, the Parties hereto have executed this Agreement, which includes all terms I – XV as of the date first below written.

Client

..... Date
.....

PT Suryatek Mulia Abadi

Surabaya Date

Lismawati van 't Wout
Director

