

TERMS & CONDITIONS OF PURCHASE

1. The goods shall be delivered by the Supplier at the place specified at the Supplier's expense, unless otherwise stated, provided nevertheless that from the time of the dispatch thereof from the Supplier's premises and until such delivery, the risk of any loss or damage to or deterioration of the said goods from whatever cause arising shall be borne by the Supplier.
2. Delivery must be effected within the time stated and in full quantity, failing which we reserve to ourselves the right to purchase the goods in the open market, and to charge the Supplier with any loss incurred as a result thereof, or to cancel the order.
3. In the case of plants, machines and fittings ordered for, whether imported or of local manufacture, those must be erected installed or delivered at the specified place in perfect working condition, failing which all expenses incurred to put those in working condition at the specified place will have to be borne by the Supplier.
4. The goods shall be in accordance with the sample and/or satisfy the specifications fully. All goods delivered are subject to our inspection, and all goods rejected for inferior quality and/or for failure to satisfy the specifications will be returned at the Supplier's expense.
5. The Company shall have the option to accept the goods or to cancel the whole order or to reject those goods which are in excess, in the case of the Supplier making larger deliveries. The Company shall have the option to cancel the whole order or to reject the goods in case of short deliveries. Part deliveries will be accepted only if specified so.
6. All suppliers are to be accompanied by a Delivery Note in duplicate.
7. The Bills should be submitted in triplicate, supported with copy of our Purchase Order and Delivery Notes. Delivery Notes should bear reference number of our Purchase Order.
8. **Insurance**
Only contractor employees covered by Worker Insurance (BPJS Ketenagakerjaan) or others are allowed to work at PT. Covestro Polymers Indonesia. Contractor has to provide written proof of BPJS KETENAGAKERJAAN insurance on their employees and will be filed by PT. Covestro Polymers Indonesia
9. **Safety, Health & Environmental**
SHE & Quality Manager and Safety Inspector will evaluate the safety performance of the contractor prior to their selection to ensure qualification of to be able to work safety for PT. Covestro Polymers Indonesia. Contractor must also undergo a safety orientation conducted by SHE department of PT. Covestro Polymers Indonesia prior commencing work at PT. Covestro Polymers Indonesia plant area. Contractor employees working at PT. Covestro Polymers Indonesia plant area must also comply with the policy and procedure on Safety, Health and Environmental applied at PT. Covestro Polymers Indonesia.
10. **Performance**
Contractor may as firstly agreed by PT. Covestro Polymers Indonesia, make prior inspections of the premises upon which any work to be done hereunder, to become familiar with all conditions thereon and shall be deemed to have made such inspections. Contractor shall perform all work in a good, workmanlike, efficient and safe manner, supplying all necessary labor, material, tools and equipment and conforming to accepted standards of construction and safety and in accordance with PT. Covestro Polymers Indonesia specifications and drawings. Contractor shall in all respects remain and independent contractor. PT. Covestro Polymers Indonesia being only interested in the results of work performed.
11. **Confidentiality**
Contractor or Supplier shall keep all data relating to this sale, purchase and inspections above confidential, unless otherwise required by prevailing laws and regulations.
12. **Compliance**
Contractor or Supplier represents and warrants that they conduct their business and also that the goods and services supplied to PT. Covestro Polymers Indonesia fully comply with all prevailing laws, regulations, and code of conducts, and therefore will indemnify PT. Covestro Polymers Indonesia for losses from such noncompliance, misrepresentations or warranties above.