

Unless otherwise agreed in quotation or in writing, all purchase of equipments is governed by this "Terms and Conditions for Equipment Purchase" in addition to "General Terms and Condition of Purchase"

1. DELIVERY

All equipment shall be delivered CIF to the nearest port of address where Purchase Order is issued according to agreed delivery date.

A penalty shall be defined for the case that the supplier is not able to deliver the ordered equipment in time. The penalty shall be min. 0.5% per week after an appropriate additional period with max. 5%. After a second additional period, ESCATEC shall be entitled to terminate the purchase order without any liability unless it is due to declared Force Majeure (see "Force Majeure").

2. INSTALLATION

ESCATEC will prepare the installation site and basic infra structure according to Supplier's instruction. Supplier is responsible for the labor and material for proper installation and set up of the equipment/s so that it pass the test and commissioning. ESCATEC will cooperate and assist in the installation where practicable.

3. TEST AND COMMISSIONING

Clear technical acceptance criteria shall be defined prior to the ordering. ESCATEC and supplier shall jointly fine tune and conduct acceptance test, during the acceptance test these technical acceptance criteria and implied performance criteria are verified, supplier shall submit the test and commissioning report and calibration report (if applicable) upon completion of the activity. The equipment must be operated for a certain time (minimum 1 month) to demonstrate its performance is reliable and sustainable.

In the case that the equipment is not able to fulfill the defined acceptance criteria after an appropriate additional period, ESCATEC shall be entitled to terminate the purchase order without any liability. In accordance with the local legislation a penalty shall be defined for that case and be compensated to ESCATEC if necessary.

4. TRAINING AND DOCUMENTATION

Supplier shall provide competent staff to conduct appropriate on site and/or off site training to ESCATEC staff as agreed in the quotation stage. Supplier shall provide relevant documents, including but not limit to, training material, operation manual, maintenance manual, spare part list, etc to assigned ESCATEC staff.

5. PAYMENTS

The payment shall be divided into three parts: Ordering, delivery, technical acceptance. The distribution shall be: max. 30% upon order, max. 60% upon receive and balance amount min. 15% at least 30 days upon technical acceptance of Test & Commissioning.

6. WARRANTY

Supplier warrant for a period of min. 12 months from the date of commissioning of the equipment is free from material and workmanship defect. Supplier shall repair or replace where appropriate the faulty equipment or module or material in shortest practicable time.

The warranty shall covers the performance and reliability (eg. but not limit to, MTTF, MTTA, MTBA)

7. SERVICE AND UPGRADE

Supplier shall response to service and support call within 24 hours during working day or within the time as stipulated in quotation or service level agreement.

Where applicable, supplier shall provide free or appropriate discount on software, firmware upgrade.

8. PATENTS

Supplier shall defend ESCATEC against any claim by third party that the Equipment furnished under this terms and conditions here infringes any patent or copyright and, shall compensate for resulting costs and damages.

9. FORCE MAJEURE

In the event that either party is unable to perform any of its obligation under the agreement and this terms on reason beyond the reasonable control and not caused by the negligence of the non-performing party, the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. The due date shall be extended for a reasonable period, however, if the period of non-performance exceeds 60 calendar days from receipt of notice, the party whose ability to perform has not been affected may terminate this purchase immediately by giving written notice.