

**TELEKOMUNIKASI INDONESIA INTERNATIONAL PTE LTD
GENERAL PROCUREMENT AGREEMENT (FOR SUPPLIERS)**

The terms herein are only applicable for our Suppliers and shall be read as one and complete binding instrument together with any Purchase Order or Quotation Form duly executed by the Supplier and Telin Singapore, and any other addenda, schedules, riders or exhibits attached thereto.

1 DEFINITIONS

For the purpose of this General Procurement Agreement, the following terms shall mean:

Agreement	has the meaning specified in Clause 2.2.
Confidential Information	shall mean any and all information provided by either party hereunder for the permitted purpose including, but not limited to, any prices, drawings, plans, specifications, blueprints, samples, formulas, processes, data, instructions, software, and equipment designs or any other information furnished or made available to the Supplier by or for Telin Singapore for, or in connection with, the performance of the Agreement, including information in written, oral, visual, digital or any mediums or derivatives thereof.
Deliver, Delivered or Delivery	means the act of (i) delivering or making available the Goods and/or Services at Telin Singapore's premises or another named place otherwise agreed in writing between the Parties; (ii) where assembly, installation, erection or commissioning of the Goods and/or Services is required, Telin Singapore declaring that the Goods and/or Services are ready for acceptance.
Delivery Date(s)	means the date(s) provided in the Agreement, on which Delivery or instalments of the Goods and/or Services are to take place respectively; or the extended date(s) for the same pursuant to the notification issued by Telin Singapore in accordance with Clause 5.3.
Goods	means the goods, deliverables, materials, supplies, articles, hardware, equipment and/or structures (including any part of them or any instalment of them) in accordance with the Agreement.
Intellectual Property	means the software, copyright, patents, trade mark, applications for the grant of any trademarks, trade names (being the name under which Telin Singapore offers the Service(s), designs (whether registered or otherwise), all internet domain names in connection with the Service(s), goodwill and know-how, being technical and other information or experience or trade secrets devised developed or acquired by Telin Singapore and applied in the provision of the Service(s) or any other intellectual property in whatsoever form.
Purchase Order or PO	means the purchase order issued by Telin Singapore.
Party(ies)	Parties means the Supplier and Telin Singapore and Party means either of them.
Quotation	means the quotation provided by the Supplier for the supply of the Goods and/or Services and documents (if any) incorporated by express reference on the face of the Quotation.
Services	means the provision of work and/or other services which are the subject of the Agreement.
Site	means the address for delivery, that part of the address for delivery where the Goods are to be installed and operated, or where any Services are to be performed, in accordance with the Agreement.

Supplier	means the party supplying Goods and/or Services to Telin Singapore under the Agreement, and includes the successor(s) or representative(s) of such party.
Suspension	has the meaning specified in Clause 4.3.
Telin Singapore	means Telekomunikasi Indonesia International Pte. Ltd. (Company Registration No. 200722592C), a company incorporated in Singapore and having its registered office at 1 Maritime Square, #09-63, HarbourFront Centre, Singapore 099253.
Warranty Period	has the meaning specified in Clause 6.1.

2 BASIS OF THE PROCUREMENT

- 2.1 The Supplier shall sell and Telin Singapore shall purchase the Goods and/or Services in accordance with the Agreement.
- 2.2 Agreement means the binding terms comprising:
- 2.2.1 Any written agreement between the Parties where Parties agree that any of the provisions in this General Procurement Agreement should be superseded with an express reference to this Clause 2.2;
 - 2.2.3 The terms of this General Procurement Agreement; and
 - 2.2.2 The Purchase Order or the Quotation issued by the Supplier and duly signed by Telin Singapore.
- Any inconsistencies or conflicts between the documents above-mentioned shall be resolved in the above order of precedence.
- 2.3 This General Procurement Agreement sets forth the complete and final agreement between Telin Singapore and the Supplier in respect of the subject matter hereof. Subject to Clause 2.2, no variation to this General Procurement Agreement shall be binding unless agreed in writing and signed by authorized representatives of the Supplier and Telin Singapore.
- 2.4 Telin Singapore shall instruct the Supplier in writing for the Supplier Services by way of an electronic Purchase Order based on the Supplier's Quotation or proposal for Service. The terms of this General Procurement Agreement shall apply to all Purchase Orders issued by Telin Singapore and shall supersede any terms and conditions indicated in the Supplier's Quotation or proposal for Service.
- 2.5 For the avoidance of doubt, the Purchase Order shall be read together with and form an integral part of this General Procurement Agreement, and its content shall be binding on the Parties.

3 SPECIFICATIONS OF GOODS AND/OR SERVICES AND CANCELLATIONS

- 3.1 The Supplier shall be responsible for ensuring the accuracy of the terms of any Quotation, including any applicable specification therein.
- 3.2 The quantity, quality and description of and any specification for the Goods and/or Services shall be those set out in the Purchase Order and the Quotation duly signed by Telin Singapore.
- 3.3 No Purchase Order which has been accepted by the Supplier may be cancelled, varied or suspended by the Supplier except with written agreement of Telin Singapore and on terms that the Supplier shall indemnify Telin Singapore in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by Telin Singapore as a result of the cancellation, variation or suspension.

4 PRICE AND TERMS OF PAYMENT

- 4.1 All amounts stated in the Purchase Order shall be the full and final amount and is inclusive of any incidental costs incurred by the Supplier for the purposes and in the course of providing the Goods and/or Services, including but not limited to travel costs, installation costs, and costs for transporting tools and equipment. Telin Singapore shall only be liable to pay the amount stated in the Purchase Order and the applicable taxes, including goods and services tax (or any other imposition of a like nature by whatever name called, at the prevailing rate) thereof.
- 4.2 Telin Singapore shall pay each invoice within sixty (60) days of receipt of invoice, to a bank account nominated in writing by the Supplier.
- 4.3 Payments by Telin Singapore shall not be deemed evidence of acceptance by Telin Singapore of the Goods. After acceptance of the Purchase Order, Telin Singapore reserves the right to suspend or withhold payment if Telin Singapore in its reasonable opinion determines that the Goods and/or Services provided by the Supplier are not in accordance with specifications in the Agreement or any applicable laws ("**Suspension**"). Telin Singapore shall by written notice to the Supplier inform the Supplier of such Suspension. The amounts under Suspension will only be paid to the Supplier, without interest, when, without cost to Telin Singapore, the cause of the withholding has been eliminated.

5 DELIVERY AND INSTALLATION

- 5.1 Partial delivery/performance of Goods and/or Services is not permissible, unless agreed to in writing by Telin Singapore. Where the Goods/Services are to be delivered/performed in instalments, failure by the Supplier to deliver/perform any one or more of the instalments in accordance with the Agreement shall entitle Telin Singapore to treat the Agreement as a whole as repudiated.
- 5.2 Where in relation to the performance of Services, Telin Singapore shall take reasonable measures to ensure that the Site is suitable for commencement of the Services; except as subjected to the foregoing, the Supplier shall commence the Services on the scheduled date.
- 5.3 **Time is of the essence.** The Delivery Date(s) shall not be extended unless in accordance with the Agreement or otherwise the written agreement of Telin Singapore.

6 WARRANTIES

- 6.1 The Supplier warrants that it will perform the Services in accordance with the Agreement with reasonable skill and care and in accordance with good industry practices, and by qualified, careful and efficient workers. All Goods will be new unless otherwise specified in the Agreement. All Goods and/or Services shall conform to all applicable laws, rules and regulations, and shall correspond with their specification in the Agreement at the time of delivery and be fit for the purposes of the Agreement, and unless as otherwise specified in the Agreement, will be free from defects in material and workmanship under normal use for a period of twelve (12) months ("**Warranty Period**") from the Delivery Date.
- 6.2 Subject to Clause 6.1, if the Goods/Services are repaired/replaced by the Supplier during the Warranty Period, the period of warranty for repair and replacements shall end at least six (6) months after the end of the Warranty Period.
- 6.3 Where any valid claim in respect of any of the Goods and/or Services which is based on any defect in the quality or condition is notified to the Supplier in accordance with the Agreement, the Supplier's liability includes but is not limited to repairing or replacing the Goods and/or Services (or the part in question) free of charge or refunding to Telin Singapore the price of the defective Goods and/or Services.
- 6.4 The Supplier shall be under no liability under Clauses 6.1 and 6.2, under the following circumstances:

- 6.4.1 If due payment for the Goods and/or Services has not been made by the due date for payment;
and
- 6.4.2 If Telin Singapore permits persons other representatives of the Supplier to effect any replacement of parts or repairs to the Goods/Services.

7 TITLE AND RISK

- 7.1 Title to the Goods provided under the Agreement shall pass from the Supplier to Telin Singapore upon full payment. The risk of loss or damage to the Goods shall pass from the Supplier to Telin Singapore upon Telin Singapore's acknowledgement of receipt of the Goods.
- 7.2 Notwithstanding Clause 7.1, the risk of loss or damage to the Goods shall be borne by the Supplier from the time the Goods are redelivered by Telin Singapore to the Supplier for the purpose of modification, replacement, repair or rectification until the Goods are so modified, replaced or rectified and delivered again to Telin Singapore.
- 7.3 Title to equipment and all other property at any time furnished by Telin Singapore to the Supplier for the performance of the Agreement shall at all times remain with Telin Singapore.
- 7.4 Risk of loss or damage to the equipment and all other property at any time furnished by Telin Singapore to the Supplier shall vest in the Supplier from the moment the Supplier takes delivery of the equipment or such other property until such time as the equipment or such other property is delivered to Telin Singapore.

8 INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- 8.1 All legal and beneficial rights in Telin Singapore's Intellectual Property and Confidential Information which Telin Singapore provides to the Supplier (if any) will remain at all times the property and rights of Telin Singapore. The Supplier shall not, without the express written consent of Telin Singapore, in any manner make known or communicate any Confidential Information or any information concerning the Goods/Services to any third party except as otherwise provided in the Agreement. The Supplier shall not employ any such Confidential Information for its own use nor for any third party other than as agreed under the Agreement.
- 8.2 The Supplier shall not refer to Telin Singapore or the subject matter of this Agreement directly or indirectly in its advertising or promotional materials without the prior express written consent of Telin Singapore on each occasion.
- 8.3 Telin Singapore grants the Supplier a non-exclusive, non-transferable license to use such Intellectual Property (if any) for the sole purpose of the performance of the Agreement. The Supplier shall not reproduce, modify, adapt, translate, reverse engineer or disassemble any part of the Intellectual Property.
- 8.4 The Supplier warrants that the Goods/Services furnished hereunder, and the intended use thereof, do not infringe, misappropriate or otherwise violate any patent, copyright, trademark or other intellectual property rights of others. In the event that any suit or proceeding alleging any such violation is brought or threatened against Telin Singapore or any of its agents or employees, the Supplier agrees that it will, upon notification of the commencement or threat of any such suit or proceeding, promptly assume the defence thereof, and fully pay and indemnify Telin Singapore all costs in connection with such actual or threatened suit or proceeding, including any legal costs.

9 INDEMNITY

- 9.1 The Supplier shall indemnify and hold harmless Telin Singapore from and against all liabilities, claims, damages, losses, judgments (including but not limited to legal costs on a full indemnity basis), costs and expenses of any nature whatsoever or causes of action arising out of or in connection with the Agreement suffered or may be suffered by Telin Singapore arising out of or in connection with the negligence or default or breach of any of the provisions of the Agreement for bodily injury (including death) or damage to tangible property caused by the negligence or willful misconduct of the Supplier, its employees, agents, contractors or invitees. This Clause 9 shall survive termination of the Agreement.

10 INSURANCE

- 10.1 The Supplier shall maintain and cause the Supplier's subcontractors, if any, to maintain during the term of the Agreement:
- (a) a comprehensive public liability insurance policy with a reputable insurance company against claims for personal injury, death or property damage or loss arising out of or in connection with the Supplier's operations for the purposes of this Agreement for a sum of not less than S\$3 million (or such other amount as may be specified by Telin Singapore from time to time) in respect of any one (1) occurrence without limit on the number of claims; and
 - (b) adequate all risks insurance policy with a reputable insurance company on all equipment and property belonging to the Supplier in Telin Singapore's premises against loss or damage by fire, flood water damage or discharge from the sprinkler system, and shall cause Telin Singapore to be named as joint insured, contain a provision for waiver of subrogation against Telin Singapore and its affiliates and the usual cross-liability clause. Where applicable, the Supplier shall bear the full cost of all deductibles payable for any insurance claim under the insurance policies.
- 10.2 On the date of the Agreement and every anniversary thereof, the Supplier shall provide Telin Singapore with copies of the insurance certificates confirming the insurance policies maintained by the Supplier pursuant to the Agreement.
- 10.3 This Clause 10 shall survive termination of the Agreement.

11 TERMINATION AND SUSPENSION

- 11.1 In the event that:
- 11.1.1 the Supplier makes any arrangement with its creditors or becomes bankrupt or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or have an order made or resolution passed for such winding-up or shall otherwise become insolvent or make such proposal, assignment or arrangement for the benefit of its creditors or have a receiver or manager appointed over its affairs or have an application made to court for the appointment of a judicial manager or be placed under a judicial management order;
 - 11.1.2 an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Supplier;
 - 11.1.3 the Supplier ceases, or threatens to cease, to carry on business; or
 - 11.1.4 there is a change in control of the Supplier ("control" being the ability to direct the affairs of the Supplier whether by virtue of contract, ownership of shares or otherwise howsoever) which in the reasonable opinion of Telin Singapore adversely affects the position, rights or interests of Telin Singapore;

Telin Singapore shall be entitled to, by issuance of a written notice, terminate the Agreement forthwith, or suspend the performance of its obligations under the Agreement.

- 11.2 In the event that the Supplier is in breach of the Agreement other than due to circumstances described in Clause 11 of this General Procurement Agreement, it shall constitute sufficient cause for Telin Singapore, at its option to (i) terminate this Agreement either in whole or in part; or (ii) by issuance of a written notice, suspend the performance of its obligations under the Agreement, upon which the Supplier shall remedy the breach(es) within fourteen (14) days of the notice, failing which shall result in the termination of the Agreement forthwith a written notice to the Supplier.
- 11.3 In the event that the Agreement is terminated pursuant to Clauses 11.1 or 11.2 of this General Procurement Agreement, Telin Singapore shall, in addition and without prejudice to the remedies in Clauses 11.1 and 11.2, be entitled to recover from the Supplier all losses and damages, which shall include but are not limited to all costs, expenses and liabilities reasonably incurred by Telin Singapore as well as any costs, expenses and liabilities in expectation of the completion of the procurement of the Goods and/or Services. Termination of the Agreement by Telin Singapore shall not discharge the Supplier from any existing obligation accrued due on or prior to the date of termination.
- 11.4 The rights and remedies granted to Telin Singapore are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.

12 FORCE MAJEURE

- 12.1 Neither Party shall be liable to the other Party in breach of the Agreement if such breach was due to Force Majeure. "Force Majeure" means any unforeseen event beyond the reasonable control of the Parties including but not limited to, fire, explosion, flood, act of God, terrorism, war, riot, labour dispute, strike, pandemic, act of government or any authorities, earthquake, hurricane or other exceptional weather conditions or natural disasters. The Party claiming Force Majeure shall promptly without delay inform the other Party in writing, furnish sufficient proof of the occurrence and duration of such Force Majeure, and also use all reasonable endeavors to remedy and mitigate the impact of the Force Majeure. Without prejudice to other provisions of the Agreement, where the Force Majeure continues for more than thirty (30) days, either Party shall have the right to terminate the Agreement.

13 MISCELLANEOUS PROVISIONS

- 13.1 Telin Singapore shall be entitled to transfer (by way of novation or assignment) all its rights and interests under the Agreement.
- 13.2 The Agreement may not be assigned by the Supplier in whole or in part without the prior written consent of Telin Singapore.
- 13.3 The Parties shall comply with all relevant laws, rules and regulations and by-laws affecting their obligations and the performance of the Agreement. The Supplier shall furnish to Telin Singapore, upon request, all information and documentation required to enable Telin Singapore to comply with all laws, rules, regulations and requirements under the Agreement.
- 13.4 Unless otherwise agreed in writing, all notices and communications to a Party hereunder shall be in writing and personally delivered to such Party's address designated in the Purchase Order or sent via e-mail to the e-mail designated for such Party in the Purchase Order.
- 13.5 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 13.6 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, such provision shall be construed limited or severed to the extent necessary to eliminate such invalidity or unenforceability, and the validity of the rest of the Agreement and the remainder of the provision in question shall not be affected but shall remain in full force and effect.
- 13.7 The Agreement is the entire agreement between the Parties and may not be changed unless agreed in writing by properly authorised representatives of both Parties. The Agreement shall supersede any other express or implied, written or oral terms, arrangements, customs or practices.
- 13.8 The Parties do not intend that any term of the Agreement should be enforceable by virtue of the Contracts (Rights of Third Parties) Act (CAP 53B of Singapore) or otherwise, by any person who is not a party to the Agreement.
- 13.9 The Supplier shall not and shall ensure that its employees, agents and contractors shall not offer or give or agree to give to any person any gift or consideration of any kind to Telin Singapore, its employees, agents and contractors as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Agreement, including any act which may constitute an offence under Chapter IX of the Penal Code (CAP 224 of Singapore) or Prevention of Corruption Act (CAP 241 of Singapore) or the abetment of or attempt to commit such offence.

14 APPLICABLE LAWS AND DISPUTE RESOLUTION

- 14.1 The Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 14.2 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Agreement. If any such dispute cannot be settled amicably through ordinary negotiations between representatives of the Parties, the dispute shall be referred to the management of each Party who will meet in good faith in order to resolve the dispute.
- 14.3 Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

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