



PT GEMILANG UTAMA KONEKSINDO

FILTRATION AND AIR CONDITIONING SOLUTION

Distributor Tunggal Japan Air Filter

EUROFILTERTECH

AIR-BAG-LIQUID FILTER



Japan Air Filter

Aqilah Luthfiyyah (Kiki)
Marketing

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Head Office :

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To RS Mata Undaan
Attn. Bapak Arnold
Cc.
Telp/Fax
E-mail
Date 13-Jan-20

From Aqlah Luthfiyyah (Kiki)
Phone 082338761386
Fax
Email sales.surabaya2@guk-indonesia.com
Our Ref. No 00M/GUK/IV/2020
Total Pages 03 pages
Your Ref No

Our Ref No : 00M/GUK/IV/2020

Subject: Price Quotation

Menindak lanjuti permintaan Bapak/Ibu akan kebutuhan Filter. Maka kami mengajukan penawaran sebagai berikut :

No.	Description	Qty	Unit Price	Total Price
1	Type : Pre Filter Model : Deakleen EC Size : 24x24x2 Inch EFF : G-4 STOCK : Indent	1	IDR 170,000.00	IDR 170,000.00
2	Type : Medium Filter Model : Miracel SH Size : 24x24x12 Inch EFF : F-8 STOCK : Indent	1	IDR 1,900,000.00	IDR 1,900,000.00
3	Type : Hepa Filter Model : Lunacel STD Size : 24x24x6 Inch (610x610x149mm) EFF : H-13 (99.99%) Frame : Galvanized Gasket : Bothside Faceguard : None STOCK : Indent	1	IDR 3,800,000.00	IDR 3,800,000.00
4	Type : Hepa Filter Model : Lunacel STD Size : 24x12x6 Inch (610x305x149mm) EFF : H-13 (99.99%) Frame : Galvanized Gasket : Bothside Faceguard : None STOCK : Indent	1	IDR 2,400,000.00	IDR 2,400,000.00
5	Type : Hepa Filter Model : Lunacel STD Size : 12x12x6 Inch (305x305x149mm) EFF : H-13 (99.99%) Frame : Galvanized Gasket : Bothside Faceguard : None STOCK : Indent	1	IDR 2,100,000.00	IDR 2,100,000.00

SPEDEK Condition Of Price

- *Harga diatas belum termasuk Ppn 10%
Pengiriman Franco RS Mata Undaan
- Term Of Payment**
*Pembayaran tunai
*Pembayaran transfer ke rekening BII :
PT. Gemilang Utama Koneksindo
BR Permuda Ac. No. 2.002.000003.
- Pengiriman Barang**
Untuk barang ready konfirmasi terlebih dahulu
Untuk barang Indent :
8 - 10 minggu
- Masa Berlaku Penawaran**
14 Hari

Aqlah Luthfiyyah (Kiki)
Marketing Staff dept
PT Gemilang Utama Koneksindo
Tambakrejo No 31
Surabaya-East Java
Mobile/WA: 082338761386

**PT. GEMILANG UTAMA
KONEKSINDO**

**General Terms and Conditions
of Sale**

ACCEPTANCE AND PRICE

This Quotation is subject to acceptance within thirty days from the date of issuance of this Quotation unless otherwise stated on the reverse hereof. Notwithstanding the validity period for acceptance, the prices are subject to change without notice, including but not limited to foreign exchange rate changes, prior to acceptance by Buyer. Following acceptance by Buyer, the prices stated will be increased by the percentage increase in list prices from those effective on the date of order receipt to those effective on date of shipment unless prices are stated to be firm on the face of this Quotation and the conditions of the firm price Quotation for release for immediate production and shipment are met. Any delay in shipment caused by Buyer's actions will subject prices to increase equal to the percentage increase in list prices during the period of delay. In no event will prices be decreased. Prices quoted are ex-Company's warehouse and delivery is to be taken by the Buyer at Buyer's own expense unless otherwise specifically stated in the Quotation. Prices quoted are based on the goods described herein being sold as a whole. The prices quoted herein for the individual items of the said goods are not applicable when the individual items are ordered separately. Acceptance of orders will be made solely by PT. Gemilang Utama Koneksindo

PERFORMANCE

PT. Gemilang Utama Koneksindo (hereinafter referred to as "Company"), shall be obligated to furnish only the goods described in the Company's submittal data (if such data is issued in connection with this order) and as described on the reverse side hereof.

The duty to perform under any order on the part of the Company and the price thereof is subject to the approval of its Credit Department, and is also contingent upon strikes, accidents, fire, the inability to procure materials from the usual sources of supply, the requirements of the Governmental Bodies (through the use of priorities or preference or in any other manner) that the Company diverts either the material or the finished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the control of the Company. Upon disapproval of the Credit Department or upon the occurrence of any such event as aforesaid, the Company may delay performance or, at its option renegotiate prices or terms and conditions of sale with the Buyer. If the Company elects to renegotiate and the Company and the Buyer are unable to agree on revised prices or terms, the order shall be cancelled without any liability.

DUTIES, TAXES AND LIABILITY

All duties, transmission taxes at importation or other taxes of kind whatsoever relating to the sale contemplated hereby shall be for the Buyer's account. Prices quoted herein are subject to the present duties and/or tax structure imposed by the Indonesian Government, if applicable. Notwithstanding the validity period stated herein, any change in the duties and/or tax structure imposed by the Indonesian Government at the time of confirmation of order and/or at the time of importation and/or at the time of delivery shall be for the account of the Buyer. The Buyer shall forthwith, upon receipt of the Company's invoice/debit note pay to the

Company the additional duties and/or tax so paid by the Company and vice versa.

WARRANTY AND LIABILITY

The Company warrants for a period of 12 months from initial start-up or 13 months from date of shipment, whichever is less, that the Company products covered by this order (1) are free from defects in material and manufacture and (2) have the capacities and ratings set forth in the Company's catalogs and bulletins; provided, that no warranty is made against corrosion, erosion, or deterioration and provided always that the Company's products were not subjected to accident, misuse, abuse, natural disasters and/or tampered with. The Company's obligations and liabilities under this warranty are limited to replacement equipment (or at the option of the Company parts therefore) for all Company products not conforming to this warranty and which have been returned to the manufacturer. The Company shall not be obligated to pay for the cost of lost refrigerant and/or any labour.

No liability whatever shall attach to the Company until said products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective. The Company makes certain further warranty protection available on an optional extra-cost basis. Any further warranty must be in writing, signed by an officer of the Company.

THE ABOVE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR TRADE.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT. The exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Should the Company nevertheless be found liable for any damages, they shall be limited to the purchase price of the equipment.

PATENT INDEMNITY

The Company shall protect and indemnify the Buyer from and against all claims, damages, judgement and loss arising from infringement or alleged infringement of any United States patent by any of the articles or material delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, the Company shall promptly be notified and given full opportunity to negotiate a settlement. The Company does not warrant against infringement by reason of the Buyer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the Buyer agrees reasonably to cooperate with the Company. All parties concerned shall be entitled, in connection with any proceeding under the provisions of this Article, to be represented by counsel at their own expense.

SHIPMENT DATES

Shipment dates are estimates only. No contract will be made to ship in a specified time unless in writing signed by an Officer of the Company. Shipment shall be Ex-Works unless different shipment terms are expressly set forth on the front side of the Company quotation.

When goods are sold FOB the responsibility of the Company shall cease immediately on the goods being placed on board ship and the Company shall be under no obligation to give the Buyer any notice.

All goods are to be collected by the Buyer within seven days of arrival of the said goods in the Company's warehouse unless otherwise arranged in writing by the Company. If the said goods are not collected within the above specified time, the Company shall be at liberty nonetheless to issue an invoice for the goods kept in the warehouse and the invoice so issued shall be payable in accordance with the Company's term of payment. If the said goods are still not collected after one month of arrival, the Company reserves the right to impose a storage charge of 1% per month of the value of the goods until the said goods are collected by the Buyer.

RETURNS

Goods must not be returned except by permission of the Company, and when so returned will be subject to appropriate price adjustment.

PAYMENT

Payment terms for goods shipped hereunder will be (a) 50% down-payment upon confirmation of order and (b) the balance of 50% by irrevocable Letter of Credit drawn at sight (based on Bills of Lading) to be issued three (3) months before the completion date of production (ex-factory date), unless contrary terms appear on the face hereof or unless otherwise expressly agreed to in writing by the Company. The Company reserves the right to impose and the Buyer agrees to pay a service and/or interest charge of 1.5% per month on the principal amount of any account which is overdue for payment, such rate of which shall be applicable before or after judgement.

CANCELLATION

If, following acceptance of this Quotation by the Buyer or upon receipt of the Buyer's purchase order by the Company, all or any portion of this order is cancelled by the Buyer without default on the part of the Company or without the Company's written consent, the Buyer shall be liable to pay to the Company cancellation charges of (a) 10% of the order value if cancellation occur within 7 days from the date of acceptance and/or order; (b) 35% of the order value if cancellation occur within 8 days to 30 days from the date of acceptance and/or order; (c) 100% of the order value if cancellation occur after 30 days from the date of acceptance and/or order; including but not limited to, the Company's incurred costs and such profit as would have been realized by the Company from the transaction had the agreement not been breached and/or the order not been cancelled by the Buyer.

CHANGE ORDER

If, following acceptance of this Quotation by the Buyer or upon receipt of the Buyer's purchase order by the Company, all or any portion of this order is in any way changed by the Buyer, the Buyer shall be liable to pay to the Company, in addition to the cancellation charges stated above if applicable, a minimum charge for change order of 1% of the order value plus the price for the change order.

ENTIRETY OF AGREEMENT

This document, together with any other documents furnished by the Company shall set forth the entire agreement between the parties and may not be changed in any way except by written instrument signed by an officer of the Company.

CHOICE OF LAW

This agreement shall be governed and construed in accordance with the laws of Indonesia and the Company and the Buyer agree to submit to the jurisdiction of the Courts of Indonesia in all matters connected with or arising under this agreement.