

# TERMS & CONDITIONS OF P.T. BAMBOO CRAFT INDONESIA

## **Currencies traded:**

P.T. Bamboo Craft Indonesia basically trades in any convertible currency. All payments made are automatically converted to our trading currencies, which are Indonesian Rupiah or US Dollar. Balances in our favor in excess of 5% of total trading volume need to be credited directly after loading and latest prior to shipment, smaller amounts and balances in customers favor are kept in credit / debit until the next shipment. Customer's payments can be made in Indonesia only. Details of payments are specified on invoices. Please inform in advance to where you wish to transfer the amounts due. All domestic trading is effected in Indonesian rupiah and subject to 10% v.a.t. (PPN) for finished products.

# Validity of quotations and offers:

All quotations are based on standard trading terms and are without engagement until firm conclusion / acceptance of the order. Quotations are valid for 4 weeks unless otherwise agreed and specified in writing. All trading quotations and offers are based on prevailing and unchanged market conditions, are without engagement until firm conclusion unless specifically specified.

# **Trading:**

All trading is done based on common international commercial laws. However would the latter conflict with the laws and regulations of the Republic of Indonesia, the latter shall prevail unless otherwise specified and agreed.

A customer's order is complete and accepted upon acceptance of the down payment of 50% prior to commencement of the order and is non-refundable as every order is irrevocable. Other payments such as balance payments / shipping and insurance charges where-ever applicable, and shall be paid up prior to carriers and relevant agencies. All commercial documents will be forwarded by the manufacturer immediately after shipment as per customer's instructions.

All payments shall be made net of commissions and bank charges, which are for account of the sender. Payments made through letters of credit ought to be made at sight of documents and net of fees. Alterations made in letter of credit are for account of buyers. All merchandise purchased from www.bamboo-craft-indonesia.com or their legal representatives and leaving its compound or its loading address given by buyers is not insured unless specified otherwise. It is the understanding that buyers will cover and be responsible for insurance coverage of their orders based on a door to door basis, free of all risks inclusive of war - civil unrest, riots and commotion - strikes etc. Willing delays by buyers such as push-back resulting at additional storage for www.bamboo-craft-indonesia.com are not acceptable unless prior agreed. The agreed delay shall never exceed the standard transportation time from port of shipment to port on destination.

## Samples & sample policies:

All samples shall be shipped at expense and risk of buyers through carriers appointed by buyers.

## **Risk and Retention of title:**

All merchandise supplied by www.bamboo-craft-indonesia.com or their legal representatives is at risk of the buyers once loaded at the gate of www.bamboo-craft-indonesia.com or any designated loading address. www.bamboo-craft-indonesia.com or their appointed parties remain the legal owner of all merchandise until www.bamboo-craft-indonesia.com has been paid in full for all merchandise supplied by www.bamboo-craft-indonesia.com on to be sent to buyers. The buyers must store all merchandise supplied by www.bamboo-craft-indonesia.com separately from all other merchandise owned or stored by buyer or a third party and must clearly identify all such merchandise as the property of www.bamboo-craft-indonesia.com until full payment has been made to www.bamboo-craft-indonesia.com.

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The buyer is nevertheless permitted to sell merchandise supplied by www.bamboo-craft-indonesia.com, but which has not been paid for, in the ordinary course of its business, for full market value, on open market, arms length terms and conditions.

If the buyer sells any merchandise supplied by <a href="www.bamboo-craft-indonesia.com">www.bamboo-craft-indonesia.com</a> or their legal representatives, the buyer receives the proceeds of sale as agent for www.bamboo-craft-indonesia.com and must account to www.bamboo-craft-indonesia.com for such proceeds of sale to the extent of www.bamboo-craft-indonesia.com's selling price for such merchandise.

#### **Guarantees:**

Due to the nature of the products supplied by www.bamboo-craft-indonesia.com all trading and transactions done by www.bamboo-craft-indonesia.com are not guaranteed unless otherwise specified and agreed. In case guarantees have been supplied in writing, claims must be reported within 7 working days after the arrival of the goods in the first port of entry of destination. (the port as specified in AWB or Bill of lading) Replacement of wrong manufacturing will be compensated during the shipment following the shipment claim only. Compensations shall never exceed the actual value invoiced and consequential damages are not acceptable. The quality and instructions of packing must be instructed by buyers and have mutual consent of www.bamboo-craft-indonesia.com and buyers as otherwise standard and prevailing packing conditions will apply.

#### **Bamboo disclaimer:**

Due to the nature of bamboo it is perfectly natural for bamboo to show hair cracks and or when imported into extremely dry conditions may shrink. Over time bamboo, like any other natural material is known to fade in color. For maintenance of bamboo you may write to us anytime, but as a standard advice we suggest a clear coat of any reliable outdoor finishing after you have washed of the dust. Wait for 24 hours and apply a second coat. That will keep your bamboo in a good condition and increases its longevity.

#### **Bamboo & Child Labor:**

www.bamboo-craft-indonesia.com does not condone or support child labor in any part of their products - packing or finishing. Unfortunately child labor is still a phenomenon in Indonesia. In our work environment, the villages it is quiet common for children and elderly people to participate in the economic process and thus we assume child labor only when children, which are legally obliged to attend formal education, are part of the economic process yet do not follow formal schooling. However www.bamboo-craft-indonesia.com does not employ anybody below the age of 17 and it is a general understanding with our subcontractors that if child labor exists that contracts will be revoked once it still persists after our first warning. C.V. Bamboo Indonesia / PT Bamboo Craft Indonesia is a member of SEDEX!

## Bamboo & Equal opportunity employer:

www.bamboo-craft-indonesia.com is an equal opportunity compliant employer who abides by the principle not to discriminate against any employee or job applicant because of race – color – pregnancy – marital status – religion – national origin – gender – physical or mental handicaps or age. We believe in stimulating our employees with educational training and strive to maintain a work environment that is free from unlawful discrimination, harassment or bullying.

P.T. Bamboo Craft Indonesia

Yoqyakarta – Indonesia

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