

**PT. TOYOTA TSUSHO INDONESIA**

GEDUNG MIDPLAZA 2 LT. 3, JL JEND. SUDIRMAN KAV 10-11
RT.10 RW.11 KARET TENGSI TANAH ABANG JAKARTA PUSAT DKI JAKARTA 10220
TEL: 021-5703203
FAX: 021-5701735

PURCHASE ORDER / PESANAN PEMBELIAN

Page /
Halaman : 1

PO No. : 33013601**Date / Tanggal : 09.Jun.2026****Supplier Name & Address / Nama Pemasok & Alamat :**

PT MULTI SPUNINDO JAYA
DSN JABARAN, JABARAN BALONGBENDO
SIDOARJO-JAWA TIMUR

Notify Party / Pihak yang Diberitahu :**Consignee / Penerima :****Processed by / Diproses oleh :**

Achamd Fauzi
Industrial Materials Operation
Email: a-fauzi@toyotatsusho.co.id
TEL: (62)-21-89982801
FAX: (62)-21-89982788

We hereby confirm to purchase from you the following goods on the terms and conditions set forth hereunder / Dengan ini kami menyatakan dan mengonfirmasi pembelian atas barang-barang berikut dari Pihak Anda, sesuai syarat dan ketentuan yang tercantum di bawah ini.

Supplier No / No Pemasok : 33500221

Terms of Payment / Ketentuan Pembayaran : PAYMENT IN ADVANCE

Terms of Delivery / Ketentuan Pengiriman : DDP GRAN HANDA

No.	Description Part No / Deskripsi dan Nomor Part	ETA date / Perkiraan Tanggal Kedatangan	Quantity / Jumlah	Unit Price / Harga per Unit (IDR)	Amount / Jumlah Tagihan (IDR)
1	PRPW 30GSM X WIDTH 1.6M	22.Jun.2026	2,000.000 M	2,880.00000	5,760,000
				Total	5,760,000

All amount in IDR /

Seluruh jumlah dalam dokumen ini
dinyatakan dalam mata uang IDR

AMOUNT EXCLUDE VAT /
JUMLAH TERSEBUT BELUM TERMASUK
PAJAK PERTAMBAHAN NILAI (PPN)

Remark / Catatan :

PO GHI 07/GHI/VI/2026
ETA TARGET 22 MAY 2026



PT. TOYOTA TSUSHO INDONESIA

GEDUNG MIDPLAZA 2 LT. 3, JL JEND. SUDIRMAN KAV 10-11
RT.10 RW.11 KARET TENGSIN TANAH ABANG JAKARTA PUSAT DKI JAKARTA 10220
TEL: 021-5703203
FAX: 021-5701735

PURCHASE ORDER / PESANAN PEMBELIAN

Page /
Halaman : 2

PO No. : 33013601

Date / Tanggal : 09.Jun.2026

Please reply your confirmation by fax/email within 3 days after you received this order /
Mohon menyampaikan konfirmasi melalui faksimile/email dalam waktu 3 (tiga) hari sejak penerimaan pesanan ini.

Accepted and Confirmed by / Diterima dan Dikonfirmasi oleh:

PT MULTI SPUNINDO JAYA

PT. TOYOTA TSUSHO INDONESIA

Approved By / Disetujui Oleh	Checked By / Diperiksa Oleh	Prepared By / Disiapkan Oleh
 MAHARIS TOBING	 ACHMAD FAUZI	 RIZKA SEPTYA

By / Oleh

Date / Tanggal

GENERAL TERMS AND CONDITIONS

This Contract is subject to the following terms and conditions, unless otherwise stipulated on the face of this Contract:

1. **Shipment or Delivery:**
 - (1) Time of shipment or delivery shall be of the essence. The date of the bill(s) of lading or similar documents shall be conclusive evidence of the date of shipment or delivery. In the event of delay in shipment or delivery of the Goods, Buyer may, without prejudice to all other rights or remedies, immediately terminate this Contract in whole or in part.
 - (2) If Seller is to contract for the carriage of the Goods, Seller shall contract with a carrier of good standing and international reputation, which is experienced in the transportation of goods of the same type as the Goods. If Buyer is to contract for the carriage of the Goods, all charges and expenses for loading of the Goods, including demurrage and other damages which are to be for the account of the charterer under the relevant charterparty, shall be borne and paid by Seller.
 - (3) Seller shall securely pack the Goods so as to avoid any damage until they pass to Buyer's possession.
 - (4) Immediately after the completion of the loading of the Goods, Seller shall deliver written notice thereof to Buyer, specifying the number of this Contract, the name of the vessel or the flight number of the aircraft, the port of shipment or delivery, the description of the Goods, the quantity loaded, the estimated time of arrival at the destination, the invoice amount and other essential particulars.
2. **Price:**

The price specified on the face of this Contract shall be firm and shall not be subject to any adjustment.
3. **Charges:**
 - (1) All taxes, export duties, fees, banking charges and other costs incurred in the country of shipment, delivery and/or origin on the Goods, containers and/or documents (including the certificate of origin) shall be for Seller's account and responsibility.
 - (2) If Seller is to bear the freight (including any freight surcharge) and/or the insurance premium, any increase in the freight and/or the insurance premium after conclusion of this Contract shall be borne by Seller.
4. **Export Requirements/Approvals:**

Unless otherwise agreed, Seller shall obtain all approvals necessary for the performance of this Contract including, without limitation, compliance with any requirements for the exportation of the Goods, and provide Buyer with originals (or true and correct copies) of all such approval documents upon Buyer's request. Seller shall indemnify and hold Buyer harmless from and against any losses, damages, penalties or causes of action resulting from any violation of this Paragraph 4.
5. **Insurance:**

If Seller is to contract for insurance on the Goods, Seller shall ensure that 110% of the invoice amount is insured with a first class (or rated "B+" or better by the A.M. Best Company) underwriter or insurance company on the terms indicated by Buyer.
6. **Warranty and Claim:**
 - (1) Seller shall convey to Buyer good and merchantable title to the Goods free from any encumbrance, lien or security interest. Seller warrants that the Goods shall (i) conform to any and all specifications, descriptions, drawings, samples or models furnished to or by Buyer, (ii) be merchantable, of good quality and workmanship and free from defects, (iii) be fit for the purpose(s) intended by Buyer or its customers and (iv) conform to all applicable laws, regulations and standards. The above warranties shall be extended for (i) 18 months after the date of the shipment or delivery of the Goods by Seller to Buyer or (ii) 12 months after the date of shipment or delivery of the Goods by Buyer to its customer(s), whichever comes earlier. The warranty shall not be deemed waived by reason of Buyer's acceptance of any Goods or the payment for the same. Seller further warrants that the Goods do not infringe the intellectual property rights (including but not limited to patents, copyrights, trademarks and service marks) of any third party.
 - (2) If any of the above warranties are breached in respect of all or any of the Goods, Seller shall, at its own cost and expense, and at Buyer's discretion (i) replace the relevant Goods and/or (ii) refund the purchase price of the relevant Goods, and pay any other costs and damages incurred by Buyer. Such remedies are in addition to any other rights and remedies Buyer may have at law or in equity or otherwise.
7. **Indemnity:**

Seller shall indemnify and hold harmless Buyer and its directors, officers, employees, agents and/or customers from and against any and all claims, losses, damages (actual, consequential or indirect, including without limitation loss of profit, loss of business, depletion of goodwill and similar loss), suits, actions, liabilities, penalties, costs, expenses and disbursements (including attorney's fees) or personal injury, death or property damage caused by, due to or in any way relating to (i) the Goods or any defective workmanship, quality or material or malfunction thereof, (ii) breach of this Agreement by Seller, or (iii) any infringement of any intellectual property rights (including but not limited to patents, copyrights, trademarks and service marks) of any third party, whether in Buyer's domicile country or elsewhere, caused by the Goods or the import, use, sale or other disposition of the Goods.
8. **Force Majeure:**

If Buyer's performance of its obligations hereunder is affected or prevented by force majeure, directly or indirectly affecting the activities of Buyer or Buyer's customers purchasing the Goods from Buyer or any other person or entity connected with the purchase, resale, transportation or taking delivery of the Goods, including, without limitation, act of God, flood, typhoon, earthquake, tidal wave, landslide, fire, plague, epidemic, quarantine restriction, perils of the sea, war (declared or not) or threat of the same, terrorism, civil commotion, blockade, request, guidance, regulations, restrictions or order of any governmental or quasi-governmental authority, embargo, requisition of vessel or aircraft, strike, lockout, sabotage or other labor dispute, explosion, accident or breakdown in whole or in part of machinery, plant, transportation or loading facility, unavailability of transportation or loading facility, bankruptcy or insolvency of the manufacturer or supplier of the Goods, or any other causes or circumstances beyond the reasonable control of Buyer or other affected parties, then Buyer shall not be liable for failure or delay in performing its obligations hereunder and may, at its sole discretion, extend the time for taking delivery of the Goods or performing its other obligations hereunder, or terminate unconditionally and without liability the unfulfilled portion of this Contract to the extent so affected or prevented.
9. **Default:**

Buyer may (i) terminate unconditionally this Contract or any part hereof, (ii) reject the Goods and/or (iii) dispose of the Goods for the account of Seller at the time and price which Buyer deems reasonable, and Seller shall reimburse Buyer for any loss or damage sustained therefrom, including without limitation, loss of profit obtainable from sale by Buyer of the Goods, losses due to forfeiture of bond or other form of securities, and damages caused to any customer purchasing the Goods from Buyer, if any one of the followings occurs: (a) Seller is in breach of or fails to perform any provision of this Contract and does not rectify such breach or failure within fifteen (15) working days of a written notice from Buyer stating such breach or failure; or (b) Seller becomes unable to pay its debts generally as they become due; or (c) Seller holds a meeting of creditors or makes a general assignment for the benefit of its creditors; or (d) proceedings in insolvency, bankruptcy, corporate reorganization, composition, winding up or any other similar procedure is initiated (or threatened) by or against Seller; (e) a trustee, receiver or liquidator is appointed over all or a material part of Seller's assets or business; or (f) Seller disposes all or a material part of its assets or business to a third party by merger, amalgamation, agreement, order of court or otherwise, or ceases to do business. If this Contract is terminated in whole or in part, Seller shall immediately repay to Buyer any money paid in advance by Buyer with respect to any unshipped or undelivered portion of the Goods together with interest thereon at the rate of the lower of eighteen percent (18%) per annum or the maximum interest rate permitted by usury laws of Seller's country, calculated from the due date until the date of repayment in full by Seller. The rights and remedies of Buyer hereunder are in addition to Buyer's rights and remedies available at law or in equity or otherwise.
10. **Governing Law:**

The trade terms used in this Contract shall be interpreted in accordance with INCOTERMS 2010 (as amended) published by the International Chamber of Commerce. In all other respects, this Contract shall be governed by and construed in accordance with the laws of Indonesia. Buyer and Seller agree that this Contract is not governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG).
11. **Arbitration:**

All disputes, controversies, or differences which may arise between the parties hereto, out of or in relation to or in connection with this Contract, shall be finally settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The arbitration shall be conducted in the English language. The arbitration award shall be final and binding upon the parties hereto and shall be enforceable in any court or tribunal of competent jurisdiction.
12. **No Assignment:**

Seller may not assign, delegate or transfer any of its rights or obligations under this Contract without the prior written consent of Buyer.
13. **No Waiver:**

The failure of Buyer at any time to require full performance by Seller of the terms hereof shall not affect the right of Buyer to enforce the same. The waiver by Buyer of any breach of any provision of this Contract shall not be construed as a waiver of that provision itself or any subsequent breach of any provision.
14. **Entire Agreement and Amendment:**

This Contract constitutes the entire agreement between the parties hereto and supersedes all prior or contemporaneous communications, agreements or undertakings regarding the subject matter hereof. This Contract may not be amended nor may any right under this Contract be waived except in writing signed by duly authorized representative of the party against whom enforcement of such amendment or waiver is sought.