

TERMS AND CONDITIONS

1. **DEFINITIONS**
 #Equipment": Hardware provided by King's as described in the Order.
 #Order": A purchase order, work order or other written agreement or contract, including the Order documents defined therein, entered into between King's customer (hereinafter called #Buyer", whether a buyer, consignee, lessee or licensee) and accepted in writing by an authorized King's employee.
 #Work": The labor, goods, materials and services, as defined in the Order, to be provided by King's .
2. **PROPOSAL ACCEPTANCE AND TERMS**
 Unless otherwise specified in writing, all King's proposals are valid and may be accepted by Buyer for a period of 60 days from the date of issuance. Acceptance of the proposal after this 60-day period will not create an Order unless accepted by King's in writing. All King's proposals, Orders, sales and licenses are conditional upon Buyer's acceptance of these terms and conditions, notwithstanding receipt or acknowledgment of the Order, specifications containing additional or different terms, or conflicting oral representations by any agent or employee of King's . The Order and all sales and licenses by King's under the Order are governed exclusively by these terms and conditions. Unless otherwise expressly noted in the Order, the provisions of the applicable King's proposal shall take precedence over any conflicting provisions in any other document made part of the Order.
3. **ORDERS**
 All purchases hereunder are governed solely by the terms and conditions of this Agreement and all preprinted terms and conditions contained on purchase orders or acknowledgments are excluded.
4. **DELIVERY TERMS AND RISK OF LOSS**
 All deliveries shall be Ex-works. King's designated facility, per Incoterms 2000. Risk of loss or damage shall pass to Buyer at the time King's makes the goods available to Buyer for shipment.
5. **TERMS OF PAYMENT**
 Unless Buyer has been approved for credit terms by King, payment for all orders will be made at the time of order placement. In the event Buyer has been approved for credit terms, payment for that order will be due no later than 30 calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Buyer in writing. King will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are granted, King may change Buyer's credit terms at any time in its sole discretion and may, without notice to Buyer, modify or withdraw credit terms for any order, including open orders. Partial shipments will be invoiced as they are shipped. King is not required to provide a hard copy of the invoice. Payments must be made in U.S. currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the invoice number and amount paid per invoice; Buyer agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the "Remit To" field on each invoice. If Buyer makes any unapplied payment and fails to reply to King's request for instruction on allocation within seven (7) calendar days, King may set off such unapplied cash amount against any Buyer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Buyer without adequate remittance detail to determine what invoice(s) shall be applied to. Disputes as to invoices are deemed waived 15 days following the invoice date. Any disputes must be provided to King's as soon as possible (in no event later than 15 days following the invoice date) and must be accompanied by detailed supporting information. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date. King's reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. If Buyer is delinquent in payment to King's, King's may at its option (a) withhold performance until all delinquent amounts and service or late fees, if any, are paid; (b) repossess goods or software for which payment has not been made; (c) charge late fees on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month; (d) recover all costs of collection, including but not limited to reasonable attorneys' fees; (e) combine any of the above rights and remedies as may be permitted by applicable law. The late charge provides a reasonable compensation to King's for the uncertain damages that King's will incur as the result of Buyer's late payment. In the event that an invoice (i) has not been timely and in good faith disputed by Buyer, and (ii) has not been timely paid by Buyer in accordance with this section, the purchases to which such invoice relates shall be deemed disqualified from any benefits under any program that King's may make available from time to time. These remedies are in addition to those available at law or in equity. King's may re-evaluate Buyer's credit standing at any time and modify or withdraw credit. Buyer may not set off any invoiced amounts against sums that are due from King. If payment is not made timely or King's reasonably determines in its sole discretion that Buyer fails to qualify for the above payment terms at any time, then King's may to Buyer suspend production, shipment, or delivery; modify or withdraw credit terms, including but not limited to requiring advance payment or guarantees, or other security; or terminate any program or other benefits. This section will survive expiration or termination of the business relationship.
6. **TAXES**
 King's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), duties and charges. Buyer is responsible for all such taxes, duties and charges resulting from this Agreement or as a result of King's performance hereunder, whether now or hereafter imposed, levied, collected, withheld, or assessed. If King's is required to impose, levy, collect, withhold or assess any such taxes, duties or charges on any transaction under this Agreement, then in addition to the purchase price, King's will invoice Buyer for such taxes, duties, and charges unless at the time of order placement Buyer furnishes King's with an exemption certificate or other documentation sufficient to verify exemption from such taxes, duties or charges. If any taxes are required to be withheld from amounts paid or payable to King's under this Agreement, (i) the amount will be increased so that the amount King's receives net of the taxes withheld equals the amount King's would have received had no taxes been required to be withheld, (ii) Buyer will withhold the required amount of taxes and pay such taxes on behalf of King's to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to King's within 60 days of payment. In no event will King's be liable for taxes paid or payable by Buyer. This clause will survive expiration or any termination of this Agreement.
7. **DELAYS**
 7.1 Force Majeure. Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any cause beyond the non-performing party's reasonable control. If the inability to perform continues for longer than 90 days, either party may terminate this Agreement by providing written notice to the other party and Buyer will pay King's for products delivered and services performed prior to termination. Force majeure events may include but are not limited to: (1) government embargoes, (2) blockades, (3) seizure or freeze of assets, (4) delays or refusals to grant an export license or the suspension or revocation thereof, (5) any other acts of any government that would limit the ability for contract performance, (6) fires, earthquakes, floods, severe weather conditions, (7) any other acts of God, (8) quarantines or regional medical crises, (9) labor strikes or lockouts, (10) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), (11) shortages or inability to obtain materials or components and (12) inability or refusal by Buyer's directed third party suppliers to provide King's parts, services, manuals, or other information necessary to the goods or services to be provided by King's under this Agreement.
 7.2 Order Adjustment. If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing.
8. **INSPECTION AND ACCEPTANCE**
 Unless other acceptance criteria has been agreed to by the Parties under this Agreement the Buyer will inspect Equipment within a reasonable period after delivery not to exceed 30 calendar days. Equipment will be presumed accepted unless King's receives written notice of rejection explaining the basis for rejection within the same timeframe. King's will have a reasonable opportunity to repair or replace rejected Equipment, at its option. King's assumes shipping costs in an amount not to exceed normal surface shipping charges to King's designated facility for the return of properly rejected Equipment. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Equipment in transit. If King's reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.
9. **WARRANTIES**
 9.1 Equipment: King's warrants that at time of shipment to Buyer its Equipment will comply with applicable King's drawings and will be free from defects in workmanship and material. These warranties run to the Buyer, its successors, assignees, and customers. This warranty is valid for three (3) months after shipment of the Equipment. Third party Equipment not listed in King's published price list is warranted in accordance with the published warranty of the supplier to the extent King's has the right to such warranty.
 #Nonconformance" means failure to comply with, or failure to operate due to noncompliance with, applicable King's drawings or having defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Nonconformance.
 Buyer must notify King's in writing during the warranty period of a Nonconformance and, within 30 calendar days of discovery of the Nonconformance, return the Equipment to King's designated facility. King's obligation and Buyer's sole remedy under this warranty is repair or replacement, at King's election, of any Equipment Nonconformance. All Equipment repaired or replaced is warranted for the unexpired portion of the original warranty period.
 King's assumes round trip shipping costs for nonconforming Equipment in an amount not to exceed normal surface shipping charges to and from King's nearest warranty repair facility for such Equipment. The party initiating transportation will bear the risk of loss or damage to Equipment in transit. If King's reasonably determines after analysis of the returned Equipment that a Nonconformance does not exist, then Buyer will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges. King's has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of King's Equipment. Upon King's request, Buyer will give King's access to these records for substantiating warranty claims.
- 9.2 Services. King's warrants Services will be performed in a professional and workmanlike manner and comply with the Statement of Work.
 Buyer must notify King's in writing during the warranty period of a claim against this warranty and, within 30 calendar days of discovery of the claim, deliver to King's a detailed written report of the basis for the claim.
 King's obligation and Buyer's sole remedy under this warranty is to correct or re-perform the Services, at King's election. All Services corrected or re-performed will be warranted only for the unexpired portion of the original warranty period.
- 9.3 Exclusions. King's will not be liable under this Section 10 (#Warranty") if the Equipment has been exposed or subjected to any:
 a) maintenance, repair, installation, handling, packaging, transportation, storage, operation or use which is improper or otherwise not in compliance with King's instruction;
 b) alteration, modification nor repair by anyone other than King's or those specifically authorized by King's;
 c) accident, contamination, foreign object damage, abuse, neglect or negligence after shipment to Buyer;
 d) damage caused by failure of any King's s-supplied Equipment not under warranty or by any hardware not supplied by King's;
 e) use of counterfeit or replacement parts that are neither manufactured nor approved by King's for use in King's manufactured Equipment; or
 f) Equipment which is normally consumed in operation or which has a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g. flashtubes, lamps, batteries, storage capacitors).
- 9.4 Limitations. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL KING'S BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON KING'S UNLESS SET FORTH IN WRITING AND SIGNED BY KING'S S AUTHORIZED REPRESENTATIVE.
10. **INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT**
 10.1 King's will defend any suit against the Buyer to the extent based on a claim that the Equipment as delivered by King's infringes a valid United States patent or copyright, and indemnify for any final judgment assessed against Buyer resulting from such suit, provided that Buyer notifies King's at such time as it is apprised of the third-party claim, and agrees to give sole and complete authority, information and assistance (at King's expense) for the defense and disposition of the claim. King's will not be responsible for any compromise or settlement made without King's consent.
 10.2 King's will have no obligation or liability with respect to: (a) Equipment provided pursuant to Buyer's designs, drawings or manufacturing specifications; (b) Equipment used other than for its ordinary purpose; (c) claims of infringement resulting from combining any Equipment furnished hereunder with any article not furnished by King's; (d) use of other than the latest version of Equipment released by King's; or (e) any modification of the Equipment other than a modification by King's .
 10.3 Further, Buyer agrees to indemnify and defend King's to the same extent and subject to the same restrictions set forth in King's obligations to Buyer as set forth in this #Indemnities Against Patent and Copyright Infringement" section for any suit against King's based upon a claim of infringement resulting from (a), (b), (c), (d) or (e) of the preceding paragraph.
 10.4 Because King's has exclusive control of resolving infringement claims hereunder, in no event will King's be liable for Buyer's attorney fees or costs.
 10.5 If a claim is made or if King's believes that a claim is likely, King's may, at its option, and at its expense, (i) procure for Buyer the right to continue using the Equipment; (ii) replace or modify the Equipment so that it becomes non-infringing; or (iii) accept return of the infringing Equipment and grant Buyer a credit for the purchase price for such Equipment, less a reasonable depreciation for use, damage, and obsolescence. Further, King's may cease shipping infringing Equipment without being in breach of this Agreement.
 10.6 Any liability of King's under this #Indemnities Against Patent and Copyright Infringement" is subject to the provisions of the #Limitations of Liability" section of this Agreement.
 10.7 This #Indemnities Against Patent and Copyright Infringement" section states King's entire liability and Buyer's sole recourse and exclusive remedy with respect to any claim of infringement. All warranties against infringement of any intellectual property rights, statutory, express or implied are hereby disclaimed.

11. INDEMNIFICATION

Each party will indemnify, defend, and hold the other harmless against third party claims (including, without limitation, the parties' employees) for personal injury, death or loss of or damage to property caused solely by its negligence in the performance of this Agreement. The indemnitor's obligations under this Clause are conditioned on receiving prompt notice of a claim from the indemnitee. The indemnitor will be entitled exclusively to control the defense. At the indemnitor's expense, the indemnitee will provide reasonable assistance in defense of the claim including, but not limited to, promptly furnishing the indemnitor with all relevant information within its possession or control. Because the indemnitor will provide the defense, the indemnitor will not be liable for any attorney fees or costs of indemnitee. The indemnitee may participate in the defense, but in no event will the indemnitor be liable for the indemnitee's attorney fees or costs. The indemnitee may not enter into any settlement, assume any obligation or make any concession without the prior written approval of indemnitor, which may not be unreasonably withheld.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL KING'S BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. KING'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL IN NO CASE EXCEED THE LESSER OF THE AMOUNT PAID BY BUYER TO KING'S OR THE CONTRACT PRICE FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE BREACH. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE

13. CONFIDENTIAL INFORMATION

"Proprietary Information" means: 1) any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, that is clearly identified as being confidential, proprietary or a trade secret, 2) business related information including but not limited to pricing, manufacturing, or marketing, 3) the terms and conditions of any proposed or actual agreement between the parties, 4) either party's business policies, or practices, and 5) the information of others that is received by either party under an obligation of confidentiality.

The receiving Party shall hold each item of Proprietary Information so received in confidence and never disclose it except as permitted in this Agreement for a period of ten (10) years from the date of disclosure. The receiving Party shall protect Proprietary Information using the same degree of care it uses to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Neither Party shall be liable for inadvertent disclosure or use, provided that upon discovery of such inadvertent disclosure or use, the receiving Party shall notify the original disclosing Party immediately, and shall endeavor to prevent any further inadvertent disclosure or use.

The receiving Party shall have no duty to protect information that is proven by written records to be: (a) Developed by the receiving Party independently of the disclosing Party's Proprietary Information; (b) Rightfully obtained without restriction by the receiving Party from a third party; (c) Publicly available other than through the fault or negligence of the receiving Party; (d) Released without restriction by the disclosing Party to anyone; (e) Known to the receiving Party at the time of the disclosure, without an existing duty to protect the information; (f) Disclosed by the receiving Party with prior written approval of the disclosing Party.

The receiving Party may disclose the Proprietary Information only to its employees and contract employees having a "need to know" with respect to the Purpose. The receiving Party shall ensure that each such employee or contract employee is aware of this Agreement and has signed a contract making the employee or contract employee subject to confidentiality obligations no less stringent than those imposed upon the receiving Party under this Agreement. If authorized in writing by the disclosing Party, the receiving Party may disclose Proprietary Information of the disclosing Party to a third party, provided:

The receiving Party requires the third party to enter into a proprietary information agreement with terms and conditions no less stringent than those imposed upon the receiving Party under this Agreement, and such executed agreement is provided to the disclosing Party prior to disclosure of any Proprietary Information. Proprietary Information shall remain the property of the disclosing Party.

Upon written request of the disclosing Party, the receiving Party agrees to return the disclosed Proprietary Information and all copies thereof to the disclosing Party, or destroy the disclosed Proprietary Information and provide a written certificate of destruction to the disclosing Party.

The terms and conditions of this "Confidential Information" clause shall survive expiration or termination of this Agreement.

14. COMPLIANCE WITH LAWS

14.1 Buyer is responsible for compliance with all import and export control laws and regulations. Buyer will obtain import, export, re-export approvals and licenses required for goods, transfers, services and technical data delivered and will retain documentation to support compliance with those laws and regulations.

King's will not be liable to Buyer for any failure to provide goods, services, transfers or technical data as a result of government actions that impact King's ability to perform, including:

- (1) The failure to provide or the cancellation of export or re-export licenses;
- (2) Any subsequent interpretation of applicable import, transfer or export law or regulation after the date of any order or commitment that has a material adverse effect on King's performance; or
- (3) Delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

14.2 Buyer shall not sell, transfer, export or re-export any King's goods, services or technical data for use in activities that involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use King's goods, services or technical data in any facility which engages in activities relating to such weapons or missiles. In addition, King's goods, services or technical data may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material until Buyer, at no expense to King's, has insurance coverage, indemnities, and waivers of liability, recourse and subrogation, acceptable to King's and adequate in King's opinion to protect King's against any type of liability.

15. CHANGES

Buyer may issue a written change order to request changes within the scope of the Agreement. Such requests are subject to acceptance by King's. King's will inform Buyer if the change will cause an increase in King's costs or time required to perform. The change will become effective, and King's will commence performance, upon execution of a contract amendment. Unless otherwise agreed in writing, upon performance of the change order King's will be entitled to invoice Buyer for the costs of the change, even if King's agreed to proceed with the change prior to execution of a contract amendment.

16. DOCUMENTATION

Unless otherwise expressly noted in an Order, the types and quantities of documentation to be supplied by King's shall be as specified in King's proposal and all documentation will be written in the English language. If the Order provides for Buyer approval of King's drawings, King's will allow for one revision to each drawing submittal at no added charge, provided the Buyer requested revision does not alter the scope of the Work to be performed. Copies of, or revisions to, King's-supplied documentation beyond the quantities allowed per the above can be furnished for an added charge.

17. CANCELLATION

Buyer may terminate an Order in whole or in part at any time, upon 30 Days written notice to King's setting forth the portion of the Order affected, and the date on which said termination is to be effective. In the event of any such termination, Buyer will pay King's for all Work performed to the date of cancellation and a reasonable profit, and all reasonable expenses incurred by King's as a result of such termination.

18. WORK AT BUYER'S SITE

18.1 Scope. Unless specifically agreed to in the Order, King's is not responsible for installation, start-up, commissioning or maintenance of the equipment.

18.2 Equipment Operation. King's personnel are not authorized to perform work on equipment in operation. If, at the request of Buyer, King's personnel make adjustments to the Equipment while such equipment is operating in a live process, Buyer agrees to indemnify and hold King's harmless from any or all costs associated with any injury or death to persons or damage to or loss of property resulting therefrom.

19. NOTICES

Every Notice between the Parties relating to the performance or administration of this Agreement shall be made in writing and, if to Buyer, to Buyer's authorized representative or, if to King's, to King's authorized representative. All Notices required under this Agreement shall be in writing and shall be deemed received when delivered either:

- (1) Two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
- (2) One (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party.

20. SEVERABILITY

In the event any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this Agreement one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

21. WAIVER

The failure of either party to enforce at any time any of the provisions of this agreement shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

22. SETOFF

Buyer will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from King's, its parent, affiliates, subsidiaries or other divisions or units.

23. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement will be governed by the laws of the Republic of Indonesia, without regard to conflicts of law principles.

King's and Buyer expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

The parties hereby waive the provisions of Articles 1266 and Article 1267 of the Indonesian Civil Code with respect to this Agreement to the extent that such waiver is necessary to terminate this Agreement without judicial agreement. Furthermore, the parties expressly (i) agree that neither Article 1267 of the Indonesian Civil Code nor any other provision of Indonesian Law shall alter any obligations or remedy, (ii) agree not to raise such argument in any proceeding (judicial or arbitral) between the parties, and (iii) waive any right to have Article 1267 so applied to this Agreement.

In the event of any controversy, controversies or differences arising out of this Agreement or the validity thereof, the Parties shall endeavor to settle these conflicts amicably between themselves.

If such negotiations should fail to yield an amicable settlement within thirty (30) days starting from the date on which notice of commencement of such negotiations is given by one Party to the other, or such longer period as the Parties may agree to in writing at that time, then such disputes, controversies or differences shall be referred to arbitration before the Indonesian National Board of Arbitration ("BANI") under the Rules of BANI. The language to be used with regard to the performance or termination of this Agreement or with regard to any controversies arising out of this Agreement shall be English. The arbitration will take place before a panel of three (3) arbitrators. Each of the Parties shall appoint an arbitrator and the third arbitrator who shall act as the chairperson shall be appointed by BANI. Any award of such arbitration shall be final and binding upon both Parties hereto. Unless stipulated in the award of such arbitration, the losing Party shall bear costs and expenses incurred thereby.

Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

The parties agree to waive Section 641 of the Reglement op de Rechtvordering of Indonesia and other regulations, if any, which would otherwise give the right to appeal against an arbitral award, so that accordingly no appeal can be made to any court or other authority against the award. In making the decision, the arbiter shall not be entitled to render a decision ex aequo et bono.

The second part of Section 631 of the Reglement op de Rechtvordering of Indonesia shall apply and that accordingly the arbitrator need not be bound by strict rules of law in making their decision, but may pronounce judgment as reasonable persons.

The parties agree to waive Article 620(1) and Article 650(2) of the Reglement op de Rechtvordering of Indonesia so that the mandate of the arbitrators duly constituted in accordance with the terms of this Agreement shall remain in effect until a final arbitration award has been issued by the arbitrators.

24. ASSIGNMENT

Neither Party will assign any rights or obligations under this Agreement without the advance written consent of the other Party, which consent will not be unreasonably withheld. Either Party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void.

25. SURVIVAL

All provisions of this Agreement and any Order which by their nature should apply beyond the term of this Order will remain in force after acceptance and complete performance of the Order, including, but not limited to the following clauses in these terms and conditions: 1. DEFINITIONS, 3. ORDERS, 5. TERMS OF PAYMENT, 6. TAXES, 8. DELAYS, 10. WARRANTIES, and 11. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT.

26. ECONOMIC SURCHARGES

Notwithstanding anything contained in these terms and conditions, King's may, from time to time and in its sole discretion, issue surcharges on new and existing orders received from the Buyer under these terms and conditions in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase King's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Such surcharges will not be considered a "price increase" as contemplated under these terms and conditions and will be effective upon notice to the Buyer.

For the avoidance of doubt, any orders placed by Buyer prior to the effective date which have not been delivered by King's, including those on backlog or which requested delivery is more than twelve

(12) months from the date of orders placed by Buyer, are subject to Economic Surcharges.

King's will invoice the Buyer through a revised or separate invoice, and Buyer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in these terms and conditions. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, King's may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under these terms and conditions or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in these terms and conditions. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these terms and conditions.

27. SANCTIONS

Buyer represents, warrants, and agrees that:

- (i) Buyer is not a "Sanctioned Person," meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine/Russia) ("Sanctioned Jurisdictions"); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.
- (ii) Relating to all transactions involving King's under these terms and conditions, Buyer is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Buyer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause King's to be in violation of Sanctions Laws. Buyer is responsible for screening and ensuring all end users or other third parties are not Sanctioned Persons. Buyer is responsible for flowing down the obligations of this clause to all end users and/or other third parties, as applicable.
- (iii) Buyer will not sell, export, re-export, divert, use, or otherwise transfer, any King's products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Law.
- (iv) Buyer's or any end user's or other third party's failure to comply with this provision will be deemed a material breach of these terms and conditions, and Buyer will notify King's immediately if Buyer, any end user, or other third party violates, or reasonably believes that it will violate, any terms of this provision. Buyer agrees that King's may take any and all actions required to ensure full compliance with all Sanctions Laws without King's incurring any liability