

# PURCHASE REQUEST CHECK APPROVAL

[Download PDF! \(http://192.168.1.28/download\\_PR/1021017433\)](http://192.168.1.28/download_PR/1021017433)

## ITEM DESCRIPTION

**PR Number** : 1021017433

**Total Price** : **IDR 14,300,000**

**Attachment** : [Click here](http://192.168.1.28/assets/lampiranpr/PR_1021017433.JPG)  
([http://192.168.1.28/assets/lampiranpr/PR\\_1021017433.JPG](http://192.168.1.28/assets/lampiranpr/PR_1021017433.JPG))

## Details PR

| No. | Item | A | Material | Short Text                              | Quantity | Unit | Delivery Date | Plant   | Matl.Group | PGR | Value     | Ref |
|-----|------|---|----------|---|----------|------|---------------|---------|------------|-----|-----------|-----|
| 1   | 10   | F |          | Inverter INVT GD20 7R5G-4 3 fasa 7.5 kw | 1.000    | PC   | 29.06.2026    | PT SLCI | Asset; AUC | DBA | 7,500,000 |     |
| 2   | 20   | F |          | Contactora Schneider LC1D25             | 1.000    | PC   | 29.06.2026    | PT SLCI | Asset; AUC | DBA | 400,000   |     |
| 3   | 30   | F |          | Breaker Schneider GV2ME20               | 1.000    | PC   | 29.06.2026    | PT SLCI | Asset; AUC | DBA | 1,500,000 |     |
| 4   | 40   | F |          | Relay Schneider 24 V RXM2AB2BD          | 10.000   | PC   | 29.06.2026    | PT SLCI | Asset; AUC | DBA | 1,400,000 |     |
| 5   | 50   | F |          | Kabel Jembo 4x4 mm NYYHY @50 Meter      | 1.000    | PC   | 29.06.2026    | PT SLCI | Asset; AUC | DBA | 3,500,000 |     |

### Purpose:

- [10] Electrical parts of new filling bag mortar
- [20] Electrical parts of new filling bag mortar
- [30] Electrical parts of new filling bag mortar
- [40] Electrical parts of new filling bag mortar
- [50] Electrical parts of new filling bag mortar

GL: 910030

IO: 201020000250

|   |   |  |  |
|---|---|--|--|
| <b>Dibuat Oleh,</b><br>90723(Nurvandy)<br>2026-06-12 18:10:16 | <b>Checked by,</b><br>90031(Sigit Setiyono)<br><b>Approved</b> at 2026-06-13 03:53:27 | <b>Budget Control,</b><br>90705(Mohamad Rizky)<br><b>Approved</b> at 2026-06-15 10:55:31 | <b>Approved by,</b><br>90006(Atikom Imsap)<br><b>Approved</b> at 2026-06-15 12:25:02 |
|---|---|--|--|



## PT FOKUS TEKNINDO INDONESIA

Ruko Golden Boulevard Blok O No. 7  
Jl. Pahlawan Seribu, BSD, Serpong 15432 - Indonesia  
Tel : (021) 53161336 Hp : 0818180509 Fax : (021) 53161337 Email : protech@indo.net.id

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Date : 1 July 2026  
Our ref : FTI/VII/Z-9394/VN

**PT SCG LIGHTWEIGHT CONCRETE INDONESIA**  
**Jl. Surya Tekno Kav. I-TI-3, Karawang**

Attn : Mr. Yoki  
Email : yokiradiansyah1904@gmail.com

Subject : **Quotation for INVT DIGITAL INVERTER.**

Dear Sir,

With reference to your inquiry, We have much pleasure to submit our proposal as follows:

|   | Price/Unit                       |
|---|----------------------------------|
| <b>1) <u>1 UNIT INVT DIGITAL INVERTER :</u></b> | <del><b>Rp 7.100.000,-</b></del> |
| Type : GD20-7R5G-4                              | <b>7.000.000</b>                 |
| Power : 7,5 kW                                  |                                  |
| Voltage : 380 – 440 Vac                         |                                  |

konfirmasi harga ke ibu vania by wa  
010726

**Terms and Condition:**

Price : **Netto, Excluded VAT 11%, Loco Tangerang**  
Delivery : Ready Stock Jakarta Prior To Sales  
Payment : 30 Days After Delivery  
Validity : 1 Month from Date hereof  
Warranty : **12 Months Back to Basic Warranty (Service & Spareparts) from the Date of Delivery.**

Meanwhile we thank you for your kind cooperation and looking forward to receiving your order soon.

Yours sincerely,

**CLARIA**



Agreement No.: DA-25-01-004

## **DISTRIBUTION AGREEMENT**

**Between**

**Shenzhen INVT Electric Co., Ltd.**

501, Building A7, Nanshan Zhiyuan, Changyuan Community, Taoyuan  
Subdistrict, Nanshan District, Shenzhen China 518055

**And**

**PT FOKUS TEKNINDO INDONESIA**

Ruko Golden Boulevard Blok O No. 7  
Jl. Pahlawan Seribu. BSD, Serpong – 15321  
Indonesia



# Distribution Agreement

**THIS DISTRIBUTION AGREEMENT** is made on **2025/01/01/SHENZHEN** by and between:

- 1) **PT FOKUS TEKNINDO INDONESIA**, a company incorporated in Indonesia having its business office at Ruko Golden Boulevard Blok O No. 7 Jl. Pahlawan Seribu.BSD, Serpong-15321 Indonesia (“hereinafter referred to as "**Distributor**"); and
- 2) **SHENZHEN INVT ELECTRIC CO., LTD**, a company organized and existing under the laws of the People’s Republic of China with its registered place of business at 501, Building A7, Nanshan Zhiyuan, Changyuan Community, Taoyuan Subdistrict, Nanshan District, Shenzhen China 518055 (“hereinafter referred to as "**INVT**").

**INVT** and **Distributor** hereinafter referred to individually as "a Party" and collectively as "the Parties".

## RECITALS

- A) INVT is in the business of the manufacture and sale of industrial automation products;
- B) Distributor is engaged in the business of the distribution and trading of industrial automation products; and
- C) INVT is willing to appoint Distributor, and Distributor is willing to act, as INVT’s distributor for industrial automation products in the Territory (as hereinafter defined) on the terms and conditions set forth herein.

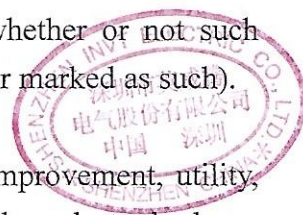
**NOW IT IS HEREBY AGREED** as follows:

### 1 INTERPRETATIONS

1.1 In this Agreement, unless the context otherwise requires:

“Confidential Information” Any business, marketing, technical, scientific, financial, cost, price or other information disclosed to Distributor by INVT or any of INVT’s subsidiaries(or parent company) pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such).

"Intellectual Property Rights (IPR)" Any and all rights in any invention, discovery, improvement, utility model, copyrightable work, industrial design, trademark, trade dress, trade name, trade secret, software, data, know-how or any idea having



commercial value or other industrial or intellectual property right existing in the Territory in respect of the Products, whether or not registered, and all rights in any applications and granted registrations for any of the foregoing.

“Products” The industrial automation products listed in Schedule 1 hereto manufactured by or for INVT that are or will be sold under the Trademark, and such other products as may be added or deleted with written notice by INVT, from time to time, to or from the list in Schedule 1 as agreed in writing by the parties hereto.

“Trademark” “INVT” brand including the words and the graphic as below:

The logo for INVT, consisting of the lowercase letters 'invt' in a bold, sans-serif font. The letter 'i' has a dot above it.

“Territory” Indonesia

“Authorized Products Series”: GD20, CHF100A, GD35, GD800, GD5000, GD100-PV

“Authorized Distribution Level”: Gold Partner

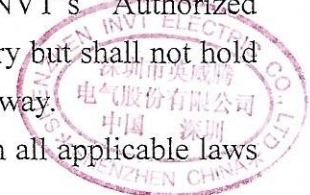
- 1.2 Schedules and Clauses. References herein to Schedule(s) and clause(s) are references to the Schedule(s) to and clause(s) of this Agreement and references to this Agreement shall include references to the Schedule(s) hereto.
- 1.3 Statutory References. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.4 Headings. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

## 2. APPOINTMENT

- 2.1 Appointment. INVT hereby appoints Distributor as its distributor on non-exclusive basis for the Products in the Territory with the right to resell the Products only within the Territory subject to the terms and conditions set forth in this Agreement.
- 2.2 Distribution Restriction. Distributor shall not, either directly or indirectly, distribute any other industrial automation products of Chinese brand (including Taiwan brand) and Korea brand which are of similar types or which compete with the Products in the Territory.
- 2.3 Purchases of Products. Distributor shall purchase all its requirements for the Products, whether in the form of components, kits or built-up format, only from INVT, INVT’s subsidiaries and/or any other entities or suppliers designated officially by INVT and

shall not purchase any of the Products from any other third party for resale in the Territory.

- 2.4 Resale Restrictions. Distributor shall not resell any of the Products to any customer in any country which is outside the Territory.
- 2.5 Non-competition. The Distributor including its shareholders, directors, employees and its associated companies under the common control of the Distributor shall not obtain the Products (or any goods which are of similar types or which compete with the Products) for resale from any person, firm or company other than INVT (or such persons designated by INVT).
- 2.6 No Modification of Products and Packaging. Distributor shall not, unless with the prior written consent of INVT, (a) make any modifications to the Products or their packaging, (b) tamper with any markings or name plates or other indication of the source of origin of the Products which may be placed by INVT on the Products, or (c) alter, remove or tamper with the Trademark, numbers or other means of identification used on or in relation to the Products.
- 2.7 Minimum Turnover. Distributor shall achieve the minimum sales turnover in respect of the Products in the Territory as set out in Schedule 2 hereto, which turnover shall be achieved by fulfilling the Sales Turnover Quota as set out in Schedule 2 for during the term of this Agreement. In the event Distributor fails to achieve the Sales Turnover Quota for any consecutive two periods, INVT shall have the right to terminate the distributorship granted to Distributor by giving written notice thereof to Distributor and/or this Agreement in accordance with Section 11.3 hereof.
- For avoidance of any doubt, the turnover shall be calculated on the basis of total net price of Products (excluding transportation expense and insurance expense) as described in Proforma invoice issued by INVT during the term of this Agreement.
- 2.8 Reporting. Distributor shall provide regular reports to INVT within the first 5 working days of each quarter, concerning the sale of the Products of last quarter in the Territory. Distributor shall also provide INVT, on a quarterly basis, with a summary of all written material consumer complaints received regarding the quality, standard, reliability and misrepresentation of the Products, repair and maintenance services performed by Distributor on the Products, and such other information and data about the quality of the Products as INVT may reasonably request. Distributor shall provide INVT with a rolling Three (3) months forecast of Products requirements in the first week of each calendar month.
- 2.9 Distributor not an Agent. Distributor may refer to itself as INVT's "Authorized Distributor" or "Authorized Dealer" for the Products in the Territory but shall not hold itself out as INVT's agent or as being entitled to bind INVT in any way.
- 2.10 Compliance With Applicable Laws. Distributor shall comply with all applicable laws



existing from time to time in respect of the importation, sale and distribution of the Products in the Territory and shall keep INVT informed of any changes thereto, including without limitation any safety and quality standards that the Products are required to meet. Without limiting the generality of the foregoing, Distributor shall, at its own expense, obtain all necessary permissions, consents and licenses, make all registrations and payments of applicable duties, taxes and other charges, and take all such other actions as may be required to sell and market the Products in the Territory and shall provide INVT with a copy of all such documents evidencing the same promptly upon INVT's request.

### 3. ORDERS

- 3.1 Product and Price Lists. INVT reserves the right to change the prices quoted by it to Distributor by one month prior notice in writing, provided that no such revision shall affect Products already ordered by Distributor.
- 3.2 Pricing. Unless otherwise specified in the confirmed Purchase Order, the prices of the Products quoted by INVT are in U.S. Dollars and are quoted FOB Shanghai (as defined in the International Chamber of Commerce's Incoterms2010) as INVT in its sole discretion may decide. All taxes (including value added taxes), duties, rates and/or withholdings of any kind imposed in respect of the importation, sale, delivery and/or use of the Products in the Territory shall be borne by Distributor and are not included in the prices quoted by INVT.
- 3.3 Purchase Orders and Proforma Invoice. For each order for the Products, Distributor shall send to INVT a written purchase order in the form prescribed by INVT ("Purchase Order") setting forth in Schedule 5, among other things, the type of Products being ordered, the quantity and price thereof, the destination and shipping information, and the requested delivery schedule. Upon INVT's acceptance of the Purchase Order, INVT will issue a proforma invoice("Proforma Invoice") to Distributor and use its reasonable efforts to deliver the Products to Distributor within the delivery schedule stipulated in the Purchase Order, packed in the manner mutually agreed upon and shipped by the shipping agent(s) designated by Distributor (in case of price term CIF, the shipping agents shall be appointed at INVT's sole discretion) . Any acceptance, rejection or amendments to the Purchase Orders must be in writing and agreed by INVT. This Agreement does not confer any right on the part of Distributor to obligate INVT to accept any Purchase Order and until a Purchase Order has been accepted in writing by INVT.
- 3.4 Payment. Unless otherwise agreed by the parties in writing, all payments for the Products shall be made in U.S. Dollars. The payment mode is specified in Schedule 2, except otherwise stipulated in the Purchase Order confirmed by both parties. Distributor shall be liable for liquidated damage on any overdue payment required to



be made pursuant to this Clause herein, commencing on the date such payments becomes due for more than fifteen(15) days, at the rate of 0.1% of overdue payment per each day. Notwithstanding any provisions of this Agreement, in case of any overdue payment exceeding twenty (20) days, INVT shall be entitled to hold the delivery of the outstanding orders without any liability to Distributor; and in case of any overdue payment exceeding thirty (30) days, INVT shall be entitled to terminate the Agreement without prejudice to its right under this Agreement or the applicable laws. INVT is, at any time, entitled to assign to any third parties any payment claims arising from or in connection with this Agreement.

INVT shall be entitled to deduct the full amount of deposit in the event that Distributor has cancelled its Purchase Order.

- 3.5 Licenses and Insurance. Distributor shall be responsible for obtaining any and all necessary import licenses, certificates of origin or other requisite documents, and arranging for adequate insurance for the Products being shipped to it and being sold in the Territory.
- 3.6 Retention of Title. Title to any of the Products ordered by Distributor shall not pass until INVT shall have received payment in full of the price thereof notwithstanding the transfer of risk of loss provided in Section 3.8 hereof.
- 3.7 Risk of Loss. Risks of loss of or damage to any of the Products ordered by Distributor shall pass to Distributor from the time of delivery thereof to the carrier at the location designated by INVT.

#### 4. PROMOTION

During the term of this Agreement, Distributor shall use its best efforts to (a) promote the Trademark in the Territory, and (b) increase sales of the Products and satisfy market demand for the Products in the Territory.

The products promotion term/policy is specified in "Schedule 3".

#### 5. DELIVERY AND SHIPMENT

- 5.1 INVT will deliver Products to the Distributor according to the date in the Order accepted by INVT and shall invoice supplies of the Products to the Distributor as per terms and conditions of this Agreement.
- 5.2 Upon INVT's acceptance of the Purchase Order, INVT shall use its reasonable efforts to deliver the Products to Distributor within the delivery schedule stipulated in the Purchase Order. The compliance of INVT with delivery date shall be preconditioned upon the Distributor's fulfillment of all contractual obligations.
- 5.3 If any delay is attributable to force majeure as stipulated in clause 10 of the Agreement or any other cause beyond the reasonable control of INVT, the delivery performance period shall be extended accordingly.



5.4 Partial Shipment by INVT is allowed unless there are otherwise provisions in the accepted Purchaser Orders. In order to be able to efficiently carry out its obligations, the Distributor shall endeavor to maintain sufficient stocks of the Products as per mutually agreed norms.

## 6. INSPECTION AND ACCEPTANCE OF PRODUCTS

6.1 Quality Requirement of the Products. The quality requirement of the Products sold by INVT is specified in the Operation Manual of the Products.

### 6.2 Inspection & Acceptance

(1) Within Fifteen (15) days upon the Products arriving at the destination port, the Distributor shall inspect the Products and notify INVT in written any package crack, quantity shortage or Product defect visible to the naked eye. Without receiving such written notice by INVT, it shall be deemed as the preliminarily evidence that INVT has delivered the Products consistent with the requirement of the Agreement.

(2) Within Thirty (30) days upon the Products arriving at the destination port, the Distributor shall inspect the quality according to the quality requirement and notify INVT in written any quality defect of the Products. Without receiving such notice by INVT, it shall be deemed as that INVT has delivered the Products consistent with the requirement of the Agreement, provided that INVT is not released from the quality obligation during the Warranty Period.

6.3 In the event that Distributor has delayed to take delivery of the Products for more than thirty(30) days, INVT shall be entitled to dispose the Products at INVT's sole discretion. INVT shall has the right to change and reconfirm the delivery term with Distributor.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 Intellectual Property Rights. All the IPRs subsisting in the Products shall remain to be sole properties of INVT and/or its affiliates (or parent company). Except as provided in Section 7.2 hereof, Distributor shall have no right in respect of any of the trade names, Trademark or other IPRs owned or used by INVT and/or its affiliates or of the goodwill associated therewith.

7.2 Limited Right to Use. INVT hereby authorize Distributor to use the Trademark in the manner prescribed by INVT for the sole purpose of the resale, marketing, promotion and distribution of the Products in the Territory during the Term of this Agreement. All the Products sold to Distributor in retail packaging may be resold by Distributor only in the packaging supplied by INVT and in no case shall any trademark other than those applied by INVT be marked on or applied in relation to the Products.

7.3 Distributor Undertakings. Distributor undertakes that:

(a) it shall not use the Trademark in any way other than as permitted under the terms of this Agreement;



- (b) it shall not use in relation to the Products being sold in the Territory any trade marks other than the Trademark or use in the Territory any Trademark or trade names resembling any Trademark or trade names of INVT or its affiliates as to be likely to result in confusion or deception in the market;
- (c) it shall ensure that each reference to and use of any of the Trademark by Distributor is in a manner approved from time to time by INVT;
- (d) it shall not conduct any sale or promotion of the Products in such a way that may damage in any way the image of the Trademark or the reputation of INVT;
- (e) when using the Trademark it shall not represent that it has any right, title or interest in or to the Trademark or in any application or registration except as specifically permitted under this Agreement;
- (f) it shall not register or attempt to register the Trademark, any distinctive elements of them or any confusingly similar marks or logos for any products or services in any country either alone or in combination with any word, name, symbol or device, or aid or abet anyone else in doing so;
- (g) it shall not take or omit to take any action that is likely to diminish the Intellectual Property Rights or the rights of INVT in the Trademark or to impair any registration of the Trademark or to endanger the value or validity of any of the Trademark or to bring any of the Trademark into disrepute or to jeopardize any regulatory or other relevant consents, permits or approvals relating to any products bearing any of the Trademark;
- (h) it shall not use any of the Trademark or any mark or word similar thereto as or as part of its corporate or business name, domain name, trade name, or trading style or as part of the name of any entity connected with it;
- (i) it shall promptly notify INVT of any potential, threatened, alleged, suspected or actual infringement of the Intellectual Property Rights and the Trademark and shall provide all assistance and information as may be required by INVT in connection with such infringement, including without limitation taking such action as INVT may reasonably request, at INVT's expense, in relation to any such infringement;
- (j) it shall affix such intellectual property notices to the Products or their packaging or advertising as INVT may see fit; and
- (k) it shall indemnify INVT and/or their affiliated companies for any liability incurred to third parties for any use of the Trademark other than in accordance with the terms of this Agreement.

## 8. CONFIDENTIALITY

- 8.1 Confidentiality. Distributor shall at all times during the term of this Agreement and for three years after its termination:



- (a) keep all Confidential Information confidential and shall not , except as provided in this Section 8 or with INVT's prior written consent, disclose any Confidential Information to any person other than its directors, officers or employees with a need to know; and
- (b) use the Confidential Information for the sole purpose of promoting the sale and distribution of the Products in the Territory;

8.2 Exceptions. The obligations in Section 8.1 hereof shall not apply to any Confidential Information which:

- (a) is or becomes generally available to the public other than as a result of a disclosure or other default by Distributor or its representatives in breach of its obligations hereunder;
- (b) are or become available to Distributor from a source which is not prohibited from disclosing such information to Distributor by any legal, contractual or fiduciary obligation to INVT of which Distributor may be aware after reasonable investigation;
- (c) is in Distributor's possession prior to the disclosure by INVT or is independently derived by Distributor without the aid, application or use of the Confidential Information; or
- (d) is required to be disclosed by order of any court or competent government authority or stock exchange, provided that Distributor shall furnish INVT with a copy of the relevant order or notice promptly upon receipt thereof and use its best efforts to obtain assurance that confidential treatment will be accorded the Confidential Information to the maximum extent possible under the circumstances.

## 9. WARRANTY AND INDEMNITY

9.1 The term of Service and warranty is specified in "Schedule 4".

9.2 INVT Liability. In the event of a breach of its warranty in Section 9.1 hereof, whether due to defective materials, production faults or otherwise, INVT's liability shall be limited to the replacement of the Products in question within warranty period.. In no event shall INVT be liable to Distributor for any indirect or consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of INVT or its employees or agents or otherwise) arising from or in connection with any act or omission of INVT relating to the manufacture or supply of the Products to Distributor.

9.3 Distributor Indemnity. Distributor shall indemnify and hold INVT harmless from and against all losses, damages, claims, proceedings, demands, costs and expenses (including legal fees and expenses) incurred by INVT arising from or in connection with any sale or distribution of the Products by Distributor in contravention of the

terms of this Agreement.

9.4 Third Party Claim. Distributor shall inform INVT immediately in the event a third party, directly or indirectly, brings a claim against INVT. Distributor shall not on its own accord acknowledge such claims. Distributor shall assist INVT in defending such claims.

9.5 Limitation of Liability. NOTWITHSTANDING ANY PROVISIONS OTHERWISE STIPULATED IN THIS AGREEMENT, THE TOTAL AND MAXIMUM LIABILITY OF INVT IN AGGREGATE FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED WITHIN THE CLAIMS ABOUT INTELLECTUAL PROPERTY INFRINGEMENT OR PERSONAL INJURY, SHALL BE LIMITED TO THE PRICE VALUE OF EACH SALES CONTRACT AND / OR PURCHASE ORDER, BUT, IN NO CASE, SHALL EXCEED UNITED STATES DOLLARS ONE HUNDRED THOUSAND ONLY (US\$100,000).

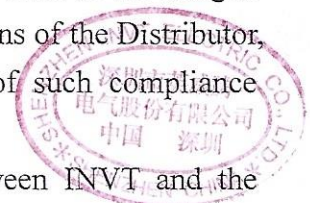
#### 9.6 Disclaimer

In consideration of that INVT always complies with all domestic applicable laws and regulations in its product manufacture, sales and distribution as well business operation, respects all internationally recognized business and operation practice rules and never directly and indirectly supports and assists any nuclear program, military actions and terrorist activities prohibited or restricted by internal community, the Distributor

- (i) shall comply with governing domestic laws and respect internationally recognized business and operation practice rules; and
- (ii) shall not (a) use the Products in any purpose connected with the military; (b) directly and indirectly support and assist any nuclear program and/or terrorist activities; and
- (iii) shall establish a procedure and take all reasonably necessary measures to ensure that the products, which may be suspected to be used for Army, nuclear weapon production, enrichment-related, reprocessing or heavy water-related activities, will not be distributed, transferred or sold to Iran, North Korea and other trade embargoed countries unless authorized by the applicable licenses;
- (iv) shall urge all INVT products' buyers and users to obey by all trade sanction regulations and not to transfer or sell to Iran, North Korea and other trade embargoed countries, the products, which may be suspected to be used for Army, nuclear weapon production, enrichment-related, reprocessing or heavy water-related activities.

In the event of any breach of the above compliance requirement,

- (i) Distributor shall defend, hold harmless and indemnify, including legal fees, INVT against infringement claims, demands, actions, whatsoever which arise or are alleged to have arisen as a result of negligent or intentional acts or omissions of the Distributor, its Personnel or its buyers and users, associated with breach of such compliance requirement.
- (ii) INVT is entitled to immediately terminate the Agreement between INVT and the



Distributor by a written notice.

- (iii) All above remedies shall not prejudice INVT to seek any other legally available instruments to recover its losses and damages arising from and as a result of failure by the Distributor to fulfill its compliance requirement herein.

## 10. FORCE MAJEURE

Force Majeure. If either party is prevented from performing its obligations hereunder by events which are unforeseen and beyond its control, such as an act of war, embargo, government intervention, acts of God, riots, civil disturbances, strikes, lock-outs, labor stoppages, shipping delays, floods, earthquakes or other natural disasters (“Force Majeure”), then the performance of its obligations hereunder shall be suspended for so long as such Force Majeure shall continue, provided that:

- a) the party claiming Force Majeure shall promptly inform the other party in writing of the occurrence of the Force Majeure and provide the other party with sufficient proof of such occurrence and the expected duration of the Force Majeure;
- b) the party claiming Force Majeure shall use its reasonable efforts to perform its obligations hereunder as soon as it is able to and in any event when the Force Majeure ceases to exist or continue; and
- c) if such suspension shall continue for a period longer than [sixty (60)] days, either party may elect to terminate this Agreement by giving not less than fourteen (14) days written notice to the other party.

## 11. TERM AND TERMINATION

11.1 Term. This Agreement shall become effective upon signatures and seals by both parties. Duration of Agreement commence on the date of 1<sup>st</sup>, Jan., 2025 and end on the date of 31<sup>st</sup>, December, 2025 (“Agreement Term”).

11.2 Early Termination by Either Party. Either party may terminate this Agreement prior to the expiration of its term (the “Expiration Date”) by giving written notice to the other party in the event that:

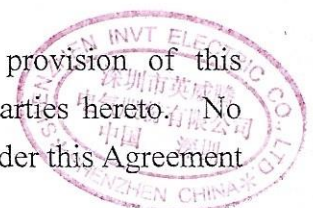
- (a) the other party fails to perform its obligations hereunder and, in the case of a breach capable of being remedied, such failure remains unremedied for a period of thirty (30) days following receipt by the defaulting party of written notice of such default;
- (b) the other party becomes insolvent, is adjudicated a bankrupt, voluntarily files or is the subject of a petition for liquidation or bankruptcy, is unable to pay its debts generally, makes an assignment for the benefit of its creditors or becomes subject to an administration order;
- (c) a liquidator, receiver or administrator is appointed over all or substantially all of the assets of the other party; or
- (d) it or the other party is unable to perform its obligations hereunder for more than

sixty (60) days as a result of a Force Majeure.

- 11.3 Early Termination by INVT. INVT may, at INVT's option, terminate this Agreement prior to the Expiration Date by giving written notice to Distributor in the event that:
- (a) Distributor fails to achieve the minimum turnover of the Products set forth in "Schedule 2" hereof;
  - (b) Distributor acquires or is expected to acquire, directly or indirectly, an interest in a competitor of INVT or a company in competition with INVT acquires or is expected to acquire, directly or indirectly, an interest in Distributor;
  - (c) Distributor has violated any applicable laws and regulations governing its business activities in the Territory.
- 11.4 Effects of Termination. Upon the termination of this Agreement, Distributor shall:
- (a) forthwith pay all sums payable by it to INVT under this Agreement, whether sum is due or not;
  - (b) cease to represent in any way that is an "Authorized Distributor" or "Authorized Dealer" for the Products in the Territory and shall not make any further use of the Trademark.
  - (c) promptly return to INVT all Confidential Information and documents relating to the Products supplied by INVT to Distributor;
  - (d) immediately cease to use in any manner whatsoever the name "INVT" and the trademark INVT.
- 11.5 Outstanding Purchase Order. Upon termination or expiration of this Agreement, any outstanding Purchase Order ready to be shipped may be delivered at INVT's discretion and shall be paid by Distributor.
- 11.6 No Compensation. Distributor shall not be entitled to any compensation whatsoever as a result of INVT's termination of this Agreement in accordance with this Section 11.
- 11.7 Survival after Termination. The provisions of Sections 7.1 (Ownership of Intellectual Property Rights), 7.3 (Distributor's Undertakings), 8 (Confidentiality) and 11.4 (Effects of Termination) hereof shall survive the termination of this Agreement.

## 12. MISCELLANEOUS

- 12.1 No Partnership. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.
- 12.2 No Assignment. Distributor may not assign this Agreement or transfer or delegate any of its rights and obligations hereunder except with the prior written consent of INVT, which consent INVT shall have no obligation to grant.
- 12.3 Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties hereto. No failure to exercise or delay in exercising any right, power, privilege under this Agreement



by any party hereof shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege hereunder.

12.4 Entire Agreement. This Agreement and all schedules constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous oral and written agreements and understandings between the parties with respect thereto. In the event of any conflict between this Agreement and the Schedule hereto, this Agreement shall prevail.

12.5 Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, such provision shall not be deemed to be part of the terms of this Agreement and this Agreement shall continue to be valid with the remaining provisions of this Agreement being unaffected.

12.6 Notices. All notices or written communications provided for in this Agreement shall be in writing and given, either by hand delivery or sent by pre-paid registered mail, facsimile transmission or electronic mail, to the relevant party at the following address:

If to INVT:

Contact Person : Ms. Yucheng

Tel. : +86 755 8631 2856

Address :501, Building A7, Nanshan Zhiyuan, Changyuan Community, Taoyuan Subdistrict, Nanshan District, Shenzhen China 518055

Fax No. : +86 755 8631 2832

Email Address : yucheng@invt.com.cn

If to Distributor

Contact Person : Mr. Hartomuljo S

Tel. : +62 818180509

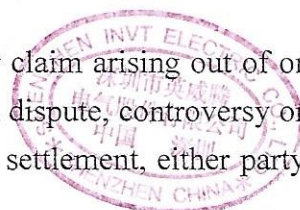
Address : Ruko Golden Boulevard Blok O No. 7  
JI. Pahlawan Seribu. BSD, Serpong 15321-Indonesia

Fax no. : +62 21 5316337

Email Address : protech@indo.net.id

12.7 Governing law. This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China without giving effect to its conflicts of law rules.

12.8 Dispute Resolution. In the event of any dispute, controversy or claim arising out of or relating to this Agreement, the parties shall first try to settle such dispute, controversy or claim in good faith through friendly consultation. Failing such settlement, either party



may submit the dispute, controversy or claim for arbitration to South China International Economic and Trade Arbitration Commission ( SCIA ) in Shenzhen and the Rules of the SCIA shall apply.

IN WITNESS THEREOF, The parties hereto have caused this Agreement signed by their authorized representatives the day and year first page above written, with each party retaining one fully original.

SIGNED by Ms. Yucheng  
Title: Vice president of INVNT



for and on behalf of  
**Shenzhen INVNT Electric Co., Ltd.**



SIGNED by Mr. Hartomuljo S  
Title: Director



for and on behalf of  
**PT FOKUS TEKNINDO INDONESIA**