

## **1. DEFINITIONS**

**Thomson Reuters Affiliate:** any business entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with Thomson Reuters Corporation or that is a successor (whether by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) to any such business entity or its business and assets.

**Purchaser:** the Thomson Reuters Affiliate ordering the Goods/Services and identified as the Purchaser.

**Specification:** any specification for the Goods or Services.

**Delivery Address:** the address for delivery identified on the Purchase Order.

**Goods/Services:** the goods or services commissioned or ordered by the Purchaser and identified on the Purchase Order.

**Supplier:** the person supplying the Goods or Services and identified on the Purchase Order.

**Terms:** these Thomson Reuters terms and conditions of purchase.

**Completed Delivery:** the completed delivery of the Goods or performance of the Services in accordance with these Terms.

## **2. OTHER TERMS, AMENDMENTS**

These Terms shall prevail over any other terms or conditions, including the Supplier's and over any course of dealing. The Terms may only be amended if someone authorised by the Purchaser gives clear written consent to the change.

## **3. DELIVERY/RISK/TITLE**

3.1 The Goods must be delivered or the Services performed at the Delivery Address on the date specified in the Purchase Order in accordance with any additional delivery instructions.

3.2 Unless otherwise stated performance or delivery must be during business hours.

3.3 Time is of the essence in relation to delivery and the Purchaser may reject all or part of the Goods if the time is not met.

3.4 Property, title and risk in the Goods shall pass to the Purchaser after Completed Delivery.

3.5 Unless otherwise stated, the Supplier shall be responsible for obtaining at its cost any licences or consents necessary for delivery of the Goods to the Delivery Address, including any export licenses, customs documentation or permits for high technology goods.

## **4. PRICE**

Unless otherwise stated, the price is:

4.1 that stated on the Purchase Order or (where none is stated) on the previous quotation;

4.2 exclusive of VAT or equivalent sales taxes (which shall be itemized separately in a valid invoice);

4.3 inclusive of the cost of delivery to the Delivery Address and of standard packaging suitable for the means of delivery and any customs or import/export duties;

4.4 fixed;

4.5 in Indonesian Rupiah.

## **5. INVOICES**

Invoices:

5.1 must only be submitted and dated after Completed Delivery;

5.2 must state the invoicing address, the Order Number given on the Purchase Order;

5.3 will not be due for payment before 45 days after date of invoice.

## **6. PAYMENT**

Unless otherwise stated payment may be made in Indonesian Rupiah.

## **7. WARRANTIES/STANDARDS**

7.1 The Supplier warrants and it is a condition of the contract between the parties that the Goods themselves shall and the sale/performance of the Goods/Services shall;

7.1.1 comply with any specification and any drawings, descriptions or samples supplied prior to the Purchase Order and any requirements made by the Purchaser;

7.1.2 be new, of satisfactory quality, safe and fit for their purpose and any Services shall be supplied with due care and skill; and

7.1.3 comply with all laws, regulations and trade standards applicable at the Delivery Address (or such other ultimate destination of the Goods made known to the Purchaser).

7.2 Without prejudice to Term 7.1 and any other rights of the Purchaser, the Supplier warrants that Goods shall continue to comply with Term 7.1.1 and 7.1.2 until (i) 15 months from the date of Completed Delivery or (ii) 12 months after they are put into use (whichever is the sooner) and if they do not so comply the Supplier shall at its cost without delay remedy the defect in the Goods/Services or replace the Goods.

7.3 The Purchaser may without prejudicing its other remedies, within 3 months of Completed Delivery at the Supplier's cost (including freight) reject, in whole or in part, Goods which do not comply with these Terms. The Purchaser shall not be deemed to have accepted the Goods on receipt. The signature of the Purchaser or his representative on delivery is only evidence of the number of packages received and not that they comply with these Terms.

## **8. SUPPLY/PERFORMANCE**

8.1 Where the Supplier's personnel perform services on the Purchaser's premises or the Purchaser's clients' premises the personnel shall comply with the Purchaser's or its clients' safety and other staff conduct rules then existing. Supplier shall comply with Purchaser's Supply Chain Ethical Code, as it may change from time to time. Purchaser's Supply Chain Ethical Code is incorporated into this Purchase Order by this reference and is posted at: [www.thomsonreuters.com/about/corp\\_responsibility/marketplace/](http://www.thomsonreuters.com/about/corp_responsibility/marketplace/). The Supplier (and not the Purchaser) will be liable for the actions of such personnel (whether or not they are acting in the course of their

employment), except where a loss or default arises through the Purchaser's default or neglect. The Supplier will be solely responsible for ensuring the employment law obligations regarding such personnel are met.

8.2 The Supplier shall not without the Purchaser's written consent (to be applied for in writing) sub-contract the supply of Goods or performance of the Services, other than minor details or materials.

8.3 The Purchaser may on reasonable notice carry out inspections to check or ensure the Supplier's compliance with these Terms.

## **9. DESIGN WORK**

9.1 Unless otherwise agreed, where the Supplier is carrying out design or creative work for the Purchaser it shall submit such work to the Purchaser for its approval before its release for publication.

9.2 The Supplier hereby assigns to the Purchaser all intellectual property in the Goods or Services and waives (or agrees to procure the waiver of) all moral rights in such creative work. The Supplier shall on request without further payment execute further documentation to formalize or to perfect this assignment and waiver.

## **10. SOFTWARE**

Unless otherwise agreed, where the Goods or Services include the supply of software then:

10.1 if the Software is bespoke or has been specially commissioned by and developed for the Purchaser, then the Supplier hereby assigns all intellectual property rights (and waives all moral rights) in such Software and related documentation to the Purchaser and the Purchaser shall on request without further payment sign or execute further documentation to formalise or perfect the assignment;

10.2 pending any necessary formalisation of the assignment and in any other case than under Term 10.1, then the Supplier hereby grants the Purchaser and all Thomson Reuters Affiliates a non-exclusive, irrevocable, perpetual, worldwide license to use the Software for all reasonable purposes.

10.3 the Supplier shall supply the Purchaser with all necessary manuals and with one copy in machine-readable object code of the Software and each new release of the Software which modified or enhances the software, and in the case of Software under Term 10.1 it shall supply the source code.

10.4 without prejudice to Term 7, all hardware shall be capable of full use for their intended purpose and of maintenance and amendment by a software engineer external costs to the Purchaser and without recourse to any additional codes or materials other than those supplied as part of the Goods and Services.

## **11. CANCELLATION**

Without prejudice to its other rights the Purchaser may cancel an Order in whole or in part (i) immediately if there is a material breach of these Terms (this shall include any breach of Term 7) (and if the breach is remediable if it is not remedied within 14 days of the Purchaser sending notice of it to the Supplier) or if the supplier is in financial difficulties and (ii) at any time prior to Completed Delivery on 1 month's notice. Terminating the order shall not affect those Terms which are capable of subsisting.

## **12. TRADE MARKS/LABELS**

The Supplier shall comply with any reasonable instructions by the Purchaser as to the use of trade marks or labels. It shall not apply the Purchaser's trade marks or logos in relation to the Goods or Services, without the Purchaser's written consent.

## **13. INDEMNITY**

The Supplier shall fully indemnify the Purchaser and Thomson Reuters Affiliates for any costs, claims or expenses suffered by them and arising out of a breach by the Supplier of these Terms.

#### **14. GENERAL**

14.1 The Supplier shall keep secret and not disclose to any third party (except to permitted subcontractors accepting a like obligation of secrecy and then only to the extent necessary to perform the sub contract) all confidential or business information of the Purchaser, its clients or Suppliers, (including any prices or project information) which becomes known to the Supplier in relation to these Terms or the Services or the Goods.

14.2 The Supplier shall not make any public statements referring to or quoting the Purchaser or the Purchaser's staff without the Purchaser's written consent.

14.3 Unless otherwise agreed notices to the Purchaser shall be addressed to PT Reuters Services Indonesia; Wisma Antara 6th Floor; Jalan Merdeka Selatan 17; Jakarta; 10110; Indonesia, and to the Supplier at its address as given on invoices, the Purchase Order, or other official documents.

14.4 Nothing in the Terms shall reduce or prejudice any additional rights or remedies which the Purchaser may have statute or general law, including any local law.

14.5 These Terms shall be governed by Indonesian law and all matters relating to them shall be subject to the jurisdiction of the Indonesian courts.

Effective Date : 15 December 2012