11. INDENIFICATION

Each party agrees to be indemnified, and hold the other harmless against third party claims (including, without limitation, the parties' employees) for personal injury, death or loss of or 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 indemninee. The indemnitor will be entitled exclusively to control the defense. The indemnitor’s expense, the indemnity, shall be paid in accordance with the defense of the indemnified party. The indemnified party may participate in the defense, but in no event will the indemnitor be liable for the indemnified party’s attorneys fees or costs. The indemnitor may not enter into any settlement, assume any liability or incur any defense costs without the prior written approval of indemnitee, which may not be unreasonably withheld.

12. LIMITATION OF LIABILITY

In NO EVENT WILL KING’5 BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, DAMAGES ARISING OUT OF THE BREACH OF THIS AGREEMENT, LITIGATION, OR LEGAL RELIEF, EVEN IF KING’5 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL IN THE EVENT THE EXCESS OF THE LESSER OF THE AMOUNT PAID BY BUYER TO KING’5 OR THE CONTRACT PRICE FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE BREACH, COUNTENANCED BY APPLICABLE LAW. THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE.

13. CONFIDENTIAL INFORMATION

Proprietary, confidential, technical data or information of the type covered herein, technical data or know-how in whatever form, including, but not limited to, document information, machine readable or interpreted information, information contained in physical components, work-in-process, and work-in-progress design, 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 confidential or proprietary material in the possession of either party and subject to written confidentiality agreements with the same.

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. All 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 of the Proprietary Information. The Proprietary Information is disclosed by the Party to the other Party for the purpose of disclosing the Proprietary Information, and is, therefore, the exclusive property of the disclosing Party. The receiving Party shall, if requested, 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 term “Confidential or "Proprietary Information” clause shall survive expiration or termination of this Agreement.

14. COMPLIANCE WITH LAWS

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 or technical data as required by applicable law or regulations.

The Proprietary Information, technical data, and technical data delivered to Buyer are to be used and transferred only to the extent that this Agreement specifically permits such use and transfer.

The receiving party will not disclose Proprietary Information or technical data delivered to it for any purpose whatsoever that is illegal, immoral, or otherwise contrary to the laws and regulations under which the receiving party is conducting its activities.

15. CHANGES

In the event of any change in order to request changes within the scope of the Agreement. Such requests are subject to acceptance by King’5. King’5 will inform Buyer if the change will cause an increase in King’5’s costs or time required to perform. The change will become effective, and King’5’s commencement performance, upon execution of a contract amendment. Unless otherwise agreed in writing, upon performance of the changed work, King’5 will be entitled to invoice Buyer for the costs of the change, even if King’5 agreed to proceed with the change prior to execution of a contract amendment.

16. DOCUMENTATION

Unless otherwise specified in an Order, the types and quantities of documentation to be supplied by King’5 shall be as specified in King’5’s proposal and all documentation will be written in the English language. If the Order provides for Buyer approval of King’5’s drawings, King’5 will allow for one revision to each drawing submitted 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’5’s supplied documentation beyond the quantities allowed per the above can be furnished for an added charge.

17. BACK-TO-SHIP

Buyer may terminate an Order in whole or in part at any time, upon 30 Days written notice to King’5’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’5 for all Work performed to the date of cancellation and a reasonable profit, and all reasonable expenses incurred by King’5 as a result of such termination.

18. WORK AT BUYER’S SITE

18.1 Scope. Unless specifically agreed to in the Order, King’5 is not responsible for installation, start-up, commissioning or maintenance of the equipment.

18.2 Equipment Operation. King’5 personnel are authorized to perform work on equipment in operation. If, at the request of Buyer, King’5 personnel make adjustments to the Equipment while equipment is operating in a live process, Buyer agrees to indemnify and hold King’5 harmless from any or all costs associated with any injury or death to persons or damage to or loss of property resulting from such work.

19. NOTICES

Notices to and from 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’5, to King’5’s authorized representatives. All Notices required under this Agreement shall be in writing and shall be deemed received when delivered either:

20.1 by personal delivery at Buyer’s or King’5’s address as specified in the Order;

20.2 by certified mail, receipt return requested and postage prepaid; or

20.3 by facsimile, or any other electronic data transmission system provided the carrier obtains a written verification of receipt from the receiving party.

21. WAIVER

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

22. VENUE

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.

23. ADDITIONAL TERMS OR CONDITIONS

Buyer will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from King’5, its parent, affiliates, subsidiaries or other divisions or units.

24. APPLICABLE LAW AND DISPUTE RESOLUTION

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

King’5 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 hereto 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 intervention. The parties expressly (i) agree that neither Article 1267 of the Indonesian Civil Code nor any other provision of Indonesian Law shall allow any obligations or remedy (ii) agree not to raise any 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.

25. DISPUTES

All disputes arising out of or related to this Agreement shall be settled by amicable settlement or mediation within sixty (60) days of written demand by either party. In the event mediation fails to resolve the dispute, the Parties shall arbitrate the dispute in accordance with the rules of the ICC. The arbitration shall be held in Singapore.

The parties agree to waive Article 620(1) and Article 650(2) of the Reglement op de Rechtverordening Indonesia shall apply and that accordingly the arbitrator need not be bound by strict rules of law in making their decision, but may proceed ex aequo et bono.

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

26. 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 or any rights or obligations arising hereunder to any successor by operation of law, which includes, but is not limited to, a change of control or merger of the assigning Party with another entity or sale of the assets or equity of the assigning Party.

The assignee will assume all the obligations, duties and covenants of the assigning Party under this Agreement and any Order with which it or they are involved and, or to which it or they are subject.

27. SURVIVAL

The 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, 7) DELAYS, 10) WARRANTIES, and 11) INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT.

28. INDEMNITY

Notwithstanding anything contained in these terms and conditions, King’5 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 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’5 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’5, 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.