

AGREEMENT TC



Updated : december 13th 2019

1. This Agreement considered as a valid contract between **CLIENT** and **VENDOR** once :
 - i. it is signed by the Parties, or
 - ii. approved in all sorts of written approval by **CLIENT**, or
 - iii. **CLIENT** paid the downpayment

Any of such conduct is agreed by the Parties to be considered as validation confirmation of agreement .

2. Price & Payment :
 - **CLIENT** agrees to pay with terms of payment as follow :

DESCRIPTION	VALUE	DUE DATE
Pre Down Payment		-
Down Payment 1	50%	-
Down Payment 2	-	-
Settlement Payment	50%	D-14

- **VENDOR** agrees to provide the service as agreed once the **CLIENT** has paid fully in point A above
 - The Net Total Price is inclusive of tax
 - All payment made is not refundable
 - Additional charges for additional service beyond this point A may apply and will be made in different agreement and subject to the Parties' approval
 - Method of Payment: Payment can be made by cash or by way of transfer to PT Bank Central Asia (BCA) - 1392788888 on behalf Mosandy Esenway Limandipranoto
3. Replacement Policy : If any order ordered by **CLIENT** from **VENDOR** will or be absent for the specified date due to reasonable cause, **VENDOR** shall find the replacement based on **CLIENT's** approval and without any additional charge.
 4. Change of Event Date Policy : **CLIENT** can change the event date to another date available at **VENDOR** in 1 year after any written confirmation from **CLIENT** with replacement charge of 40% from Net Total Price.
 5. Change of Event Time Policy : **CLIENT** can change the event time (evening to afternoon or vice versa) on the same day available at **VENDOR** with negotiable additional replacement charge.

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6. Force Majeure: the performance of this agreement by either party is subject to act of god, death, severe sickness, war, government regulations, damage or destruction of the venue, outbreaks of disease, fire, strikes, civil disorder, or other similar cause or threat there of beyond control the reasonable control of the parties, making it illegal , or impossible to perform to the terms and conditions contained in this agreement.
For any of the above reason, this Agreement may, without liability on the parties, be terminated by written notice of no less than 30 (thirty) days of the force majeure day from one party to the other or be revised.
7. Governing law: The provisions of this Agreement shall be governed in all respects by and construed in accordance with the laws of the Republic of Indonesia.
8. Dispute Settlement: All disputes between the parties concerning or arising out of this agreement or any part thereof, which cannot otherwise be amicably settled by mutual consultation and agreement, shall be settled by arbitration, conducted in the Bahasa language, under the rules of the *Badan Arbitrase Nasional Indonesia* ("**BANI**").
9. Language: In so far Law No. 24 of 2009 concerning National Flag, Language, Coat of Arms, and Anthem ("Law No. 24/2009") shall impose the requirement that memoranda of agreements or agreements involving, among others, Indonesian private institutions, be set out in Indonesian language, and, if involving a foreign party, the agreement is also set out in the language of the relevant foreign party and/or in English, the Parties hereby undertake, at its own costs and expenses, to conduct all necessary actions in order to comply with Law No. 24/2009 including but not limited to translate this Agreement that are not made in Indonesian language to be also set out in Indonesian language, with the aid or assistance of a sworn translator (if applicable).
10. Termination: Each party expressly waives the requirements of Article 1266 of the Indonesian Civil Code to the extent necessary to effect termination of this Agreement without judicial involvement.
11. Counterparts : This Agreement may be executed in any number of counterparts and if so executed, this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.
12. Any amendment to this Agreement shall be approved by the Parties.