



## Order Terms & Conditions

### Minimum Order Quantities & Pricing Terms

1. All prices quoted are FOB Port of Surabaya, Indonesia.
2. Prices quoted on the Pro forma Invoice and Photo Offers are valid for 2 weeks. After 2 weeks prices may change without notice.
3. Total quantities per item ordered must match our master carton quantities.
4. Minimum total dollar value per order is US \$ 5,000.00.
5. Any LCL shipments to be shipped with a value under minimum order amount will be charged US \$ 150.00/shipment.
6. For ex-works shipments (less than US\$5000) a \$50 handling charge will be levied on a per shipment basis, where a courier pick up service such as TNT/UPS/Fedex/DHL is not used.

### Terms Of Order

#### Order Confirmation & Terms of Payment

- Sea Shipments - A signed copy of the Pro forma Invoice and 30% deposit to start order. Full balance to be paid within 5 days of receipt of fax or email copy of all shipping documents. Original documents will be sent immediately on receipt of funds. Important: On receipt of copy of documents balance must be paid within 5 days.
- We accept Letters of Credit (L/C) for orders only with value of more than US\$ 10,000.00. We need to review a draft of any L/C first before it is issued by your bank
- Air Shipments - A signed copy of the Pro forma Invoice and 30% deposit to start order. Balance to be paid prior to shipment of goods.

### Sample Policy

All customers requesting samples will be charged for both the cost of the samples and the freight, unless the value of aforementioned samples is below US\$20.00 when freight only will be charged.

All new Customers: Requests for samples with a value of over US\$20.00 will only be accepted after receiving a confirmed purchase order with deposit or L/C.

### Testing Expenses

Banyan International has accredited laboratory pass certificates for consumer health and safety compliance purposes for a selection of standard parts and materials. Should a customer request dedicated laboratory testing of parts or materials where Banyan does not possess a laboratory certificate, charges for such testing and any associated freight costs will be at the customer's expense.

We suggest that if there are any specific testing required, these are carried out prior to confirming any order. If any compliance tests specifically requested by a customer fail after order confirmation has already been made, then the order in question cannot be cancelled.

### Claims

No claims will be accepted more than 3 months after receipt of shipment

#### Delivery Time

At time of order we will send a Pro forma Invoice and advise delivery time. Our delivery time depends greatly on the time of year and number and type of items ordered. Please note, that we hold no stock of finished items. All goods are made to order. Delivery time is stated in days. Our counting of days starts on the day of receipt of a faxed copy of T/T or L/C confirming your order.

### Cancellations

- No cancellations or changes are accepted once orders have been confirmed.

1<sup>st</sup> September 2011