



# PT. PANCAWIRA MUSTIKA.

Wood Working Industry

## SURAT KETERANGAN

NO : 064/PWM/PERS/EX/IX/1996

Perihal : Surat Pernyataan Survey

Yang bertandatangan dibawah ini Pimpinan PT.Pancawira Mustika Ungaran, menerangkan bahwa :

Nama : Kho. Pinastika Junia  
Nim : 90.20.615  
Universitas : Universitas Katolik Soegijapranata Semarang

Yang bersangkutan telah melakukan survey dan penelitian diperusahaan kami. PT.Pancawira Mustika pada bulan Maret sampai bulan Mei 1996, guna melengkapi data penelitian dalam rangka pembuatan skripsi yang berjudul " Analisa Tentang Penyelesaian Sengketa Melalui Badan Arbitrase Jepang Dalam perjanjian Jual Beli Kayu Olahan ( Studi Kasus perjanjian jual beli Antara PT.Pancawira Mustika dan Mitsui Co & Ltd ) "

Demikian surat keterangan pernyataan survey ini dibuat untuk dapat dipergunakan sebagaimana mestinya.

Ungaran, 27 September 1996

Ir. Wiradadi Soeprayogo

Direktur Pabrik



THE JAPAN FOUNDATION

# PUSAT KEBUDAYAAN JEPANG

LANTAI 2, SUMMITMAS TOWER, JALAN JENDERAL SUDIRMAN KAV. 61 - 62, JAKARTA SELATAN  
P.O. BOX : 6902/JKS/SUMMITMAS TOWER JAKARTA 12069, TEL. : 5201266-7, 5255201 FAX. : 5255159

## SURAT KETERANGAN

Yang bertanda tangan dibawah ini, menerangkan bahwa:

N a m a : K.Pinastika Junia  
Pekerjaan/kuliah : Mahasiswi  
No.Pokok Mahasiswa : 90.20.615/90.6.111.01000.50024  
T i n g k a t : terakhir/skripsi  
J u r u s a n : Fakultas Hukum Unika Soegijapranata  
A l a m a t rumah : Jl.Gambiran No.2 SEMARANG.

Telah mengadakan kunjungan dan penelitian seperlunya di Perpustakaan Pusat Kebudayaan Jepang ( The Japan Foundation), dalam rangka penyusunan/ mencari data-data untuk keperluan skripsinya.  
Demikianlah surat keterangan ini, agar dipergunakan sebagaimana mestinya.

Jakarta, 30 Januari 1996.



Dra. Ny. Francisca S. Patmadewiria  
Kepala Perpustakaan

Head Office:  
2-1, Ohtemachi 1-chome,  
Chiyoda-ku, Tokyo,  
Japan

# MITSUI & CO., LTD.

C.P.O. BOX 822,  
TOKYO, 100-91, JAPAN

Telex: J22253  
Answer Back Code:  
MITSUI J22253  
Cable: MITSUI TOKYO

Tokyo, Japan November 30, 1993

Contract No. L-1633/NGBLA

Messrs. **P.T. PANCAWIRA MUSTIKA**  
**Desa ngempon-Karangjati**  
**Semarang, Indonesia**

.....Wood Products..... Sec.  
..... Dept.  
.....Lumber..... Div.

## PURCHASE CONTRACT

This is to confirm our PURCHASE from you as Seller, and your SALE to us as Buyer, of the under-mentioned Commodity subject to the following Special Terms and Conditions:

Commodity: **Falcata Laminat Board**  
Size and details as per attached sheet.

Quality: **A- grade min 70-pct, B-grade max 30-pct of item A) and B).**

Quantity: **1 x 20'CTNR**

Price and Shipping Terms - Unit Price: **as per attached sheet**  
Total Price: **about US\$11,000.00C&F**

Terms of Payment: **by L/C at sight**

Time of Shipment: **Mid-End/Jan 94**

Port of Shipment: **Semarang, Indonesia**

Port of Destination: **Nagoya, Japan**

Partial Shipments: ~~allowed~~/not allowed.

Transshipment: ~~allowed~~/not allowed.

Shipping Documents:

Packing: **by wooden crate and covered by plastic sheet.**

Marking: **L-1633/NGBLA/NAGOYA**

Insurance: **To be effected by the Seller/Buyer on its account.**

Amount:

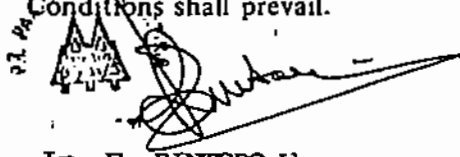
Risks to be covered:

Duration:

Inspection: **to be conducted prior to shipment**

Other Special Terms and Conditions:

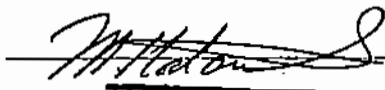
Subject also to the General Terms and Conditions set forth on the reverse side hereof which form an integral part of this Contract. In the event of any discrepancy or inconsistency between the above Special Terms and Conditions and the General Terms and Conditions, the above Special Terms and Conditions shall prevail.

  
P.T. PANCAWIRA MUSTIKA

Ir. F. BINTORO W.

(Seller)

on behalf of  
MITSUI & CO., LTD., TOKYO  
P.T. Mitsui Export Indonesia



M. HATANAKA  
Director.

(Buyer)

Please sign and return one copy.

0111 51 AZ-48-1



## GENERAL TERMS AND CONDITIONS

**PRICE ADJUSTMENT:** In the event that there is an increase at the time of payment in the value of the United States Dollar (or other currency with which payment of the Price is to be made, as specified on the face of this Contract), in relation to the Japanese Yen from the exchange rate prevailing on the date of this Contract, the Buyer shall have the option either (i) to terminate this Contract or (ii) to pay to the Seller the purchase price of the Commodity, in lieu of the Price, an amount equal to such Price adjusted to the extent of such increase in value.

**TARIFFS:** (a) All taxes, export duties, fees, banking charges and other charges incurred on the Commodity, containers and/or documents including certificates of origin in the country of shipment and/or of origin shall be the responsibility of the Seller and for the Seller's account.

(b) In the event of failure or delay in delivery of the Commodity, the Seller shall, without prejudice to the right of the Buyer, reimburse to the Buyer (i) the dead freight payable in respect of the vessel or vessels used in respect of the Commodity as a result of such failure or delay in delivery of the Commodity.

**SHIPMENT AND SHIPPING SPACE:** (a) Time of shipment is of the essence of this Contract. In the event that the Seller fails to make a timely shipment of the Commodity, the Buyer may, upon written notice to the Seller, immediately terminate this Contract and/or claim damages arising out of or in connection with such delay in shipment.

(b) In the event that shipping space is arranged by the Seller, the Seller shall, unless otherwise agreed in this Contract, ship the Commodity on an ocean-going vessel of a type normally used for the transportation of goods of the same type as the Commodity. The Commodity shall be carried by the usual route of routes without any deviation.

(c) Notice of particulars of shipment shall be sent to the Buyer by telex or cable immediately after shipment. Date of marine bill of lading, through bill of lading, waybill, air waybill, cargo receipt or any other similar document acceptable to the Buyer as negotiable shipping document shall be proof of the date of shipment, in the absence of evidence to the contrary.

**MARINE INSURANCE:** In the event of this Contract being made on a C.I.F. basis or on the basis of any other terms where the Seller is obligated to effect marine insurance at its own expense, the Seller shall effect, all risks (Institute Cargo Clause), marine insurance with underwriters or insurance companies of good repute in the amount of one hundred and ten percent (110%) of C.I.F. value of the Commodity, unless otherwise specified on the face of this Contract. Any additional premium for insurance coverage in excess of the value mentioned above, if so required by the Buyer, shall be borne by the Buyer. The Seller shall, if requested by the Buyer and at the expense of the Buyer, provide insurance covering war (Institute War Clause) and R. & C.C. (Institute Strikes, Riots and Civil Commotions Clause) risks or any other risks as requested by the Buyer.

**FORCE MAJEURE:** (a) The Buyer shall not be liable for any delay or failure in taking delivery of all or any part of the Commodity, or for any other default in performance of this Contract due to the occurrence of any event of force majeure hereinafter called "Force Majeure" including without limitation any flood, drought, ice, pest, fog, wind, typhoon, hurricane, tidal wave, landslide, lightning, earthquake or other act of God, prohibition of importation, refusal to issue import licence, law, regulation, order, direction or guidance of any government or instrumentality thereof, closure of foreign exchange market in Japan, intervention of civil, naval or military authorities, war or hostilities or the threat or apprehension thereof, warlike condition, riot, civil commotion, insurrection, mobilization, revolution, blockade, embargo, strike, lockout, slowdown, sabotage, fire, explosion, plague or other epidemic, quarantine, prolonged failure or shortage of electric current, shortage of petroleum products, fuel or energy sources or other raw materials, accidents to or breakdown of machinery or plant, unavailability or shortage of shipping space or transportation facilities, port facilities or loading or unloading facilities, perils of the sea, accident of navigation, or any other event of any nature whatsoever beyond the control and affecting the activities of the Buyer. The customer(s) purchasing the Commodity from the Buyer or any other person, firm or company directly or indirectly connected with the purchase, resale, transportation or taking delivery of the Commodity.

(b) On the occurrence of any event of Force Majeure, the Buyer shall have the option either (i) to extend the time of taking delivery of the Commodity or performing its other obligations under this Contract during such period as the event of Force Majeure shall continue or (ii) to terminate unconditionally this Contract, wholly or partially. In the event of the Buyer exercising such option, the Seller shall accept such extension of time or termination as the case may be, without any claim against the Buyer.

(c) On the occurrence of any event of Force Majeure, the Buyer shall give notice in full particulars thereof to the Seller as soon as practicable.

**PATENTS, TRADE MARKS, ETC.:** (a) The Seller shall hold the Buyer harmless from all liability for infringement of patent, trade mark, brand, utility or design,

copyright or other industrial property rights in the Commodity, whether in the Buyer's country or any other country, provided however that the Buyer shall be liable for such infringement in the Buyer's country, if the patent, trade mark, brand, utility model, design, pattern, copyright or other industrial property rights so infringed shall have been designated or selected by the Buyer.

(b) In the event that any dispute and/or claim arises in connection with the above right and/or rights, the Buyer reserves the right to terminate unconditionally this Contract, or any part hereof, at the Buyer's discretion and the Seller shall be responsible for all loss and/or damage caused thereby or resulting therefrom.

**7. WARRANTY:** The Seller warrants the quality, merchantability and fitness of the Commodity for purposes indicated, expressly or impliedly, by the Buyer. If the Commodity fails to conform to the foregoing warranty, the Seller shall, at its own expense, reimburse the Buyer or any party claiming through the Buyer all such service or assistance, as the Buyer may reasonably request in enforcing the aforementioned warranty.

**8. DEFAULT:** (a) In the event that the Seller fails to perform any provision of this Contract or of any other contract with the Buyer, or it is in breach of any express or implied term hereof, or becomes insolvent, or makes an assignment for the benefit of its creditors, or is adjudicated bankrupt or suffers a receiver to be appointed to its business, or makes a material liquidation of its assets, or ceases to do business or to exist, the Buyer reserves the right to terminate unconditionally this Contract or any part hereof or any other contracts with the Seller, to reject the Commodity or to dispose of it for the account of the Seller at a time and price which the Buyer deems reasonable, and the Seller is bound to reimburse the Buyer for any loss or damage suffered therefrom, including without limitation loss of profits obtainable if resale by the Buyer of the Commodity and damages caused to any customer purchasing the Commodity from the Buyer.

(b) In the event of termination of this Contract in whole or in part under the terms of this Contract, the Seller shall immediately repay to the Buyer any money paid in advance by the Buyer with respect to any undelivered portion of the Commodity together with interest thereon at the rate of ten percent (10%) per annum calculated on a day to day basis for actual days elapsed, from the date on which such money shall have been paid by the Buyer until the date of repayment in full thereof by the Seller.

(c) The rights and remedies of the Buyer hereunder are cumulative in addition to the Buyer's rights, powers and remedies existing at law.

**9. CLAIMS:** Any claim by the Buyer, except for latent defects, shall be made in writing as soon as reasonably practicable after arrival of the Commodity at its final destination and unpacking and inspection thereof, whether by the Buyer or any customer of the Buyer. The Seller shall be responsible for latent defects of the Commodity at any time after delivery, notwithstanding inspection and acceptance of the Commodity whether by the Buyer or any customer of the Buyer, provided that notice of claim shall be made as soon as reasonably practicable after discovery of such defects.

**10. NO WAIVER:** No failure by the Buyer to give written notice of any default by the Seller in performing any provision of this Contract shall constitute a waiver thereof, nor shall any delay by the Buyer in enforcing any of its rights hereunder or at law be deemed a waiver of such rights nor shall a waiver by the Buyer of any default of the Seller be deemed a waiver of any other or subsequent default.

**11. NO ASSIGNMENT:** The Seller shall not transfer or assign this Contract or any part hereof without the Buyer's prior written consent.

**12. ARBITRATION:** Any dispute, controversy and/or difference which may arise between the parties hereto, out of or in relation to or in connection with this Contract, or any breach hereof, shall unless limited without undue delay by amicable arrangement of the parties hereto, be referred for settlement to arbitration in Tokyo, Japan, in accordance with the rules of procedure of the Japan Commercial Arbitration Association. The award shall be final and binding upon the parties hereto, and judgement on such award may be entered in any court or tribunal having jurisdiction thereover.

**13. TRADE DEFINITIONS AND GOVERNING LAW:** Trade and shipping terms shall have the meanings defined in the Incoterms 1953 (International Rules for the Interpretation of Trade Terms), as amended, unless otherwise specifically provided in this Contract. This Contract shall be governed by and construed under the laws of Japan.

**14. ENTIRE AGREEMENT AND MODIFICATION:** This Contract constitutes the entire agreement between the parties hereto with respect to the Commodity covered hereby and to the extent of the Commodity, supersedes all prior or contemporaneous communications or agreements with regard to the subject matter hereof. This Contract may not be modified or terminated nor may any right be waived except either in writing signed or by cable or telex sent by the duly authorized representative of the party against whom enforcement of such modification, termination or waiver is sought.