

**RENOLD POWER TRANSMISSION LIMITED
AUTHORISED DEALERSHIP AGREEMENT**



Renold Power Transmission Limited ("the Company"), a company registered with number 182382 under the laws of England and whose registered office is at Renold House, Styal Road, Wythenshawe, Manchester, M22 5WL, is pleased to appoint PT CBC Indonesia ("the Dealer") of Jalan Alexindo Km. 28, Rt. 005/Rw. 016, Kel. Harapan Jaya, Bekasi Utara 17124, Indonesia as a non-exclusive Authorised Dealer of the Company for the mining industry in the territory of Indonesia ("the Territory") for the distribution, sales and servicing of the Company's Chain products namely Renold & Ace mining chains and Renold heavy duty chains for drillrigs ("the Products") subject to the following conditions:

- 1) that the Dealer shall promote and market the Products within the Territory and agrees not to interfere or disrupt the operations and areas of other Authorised Dealers in the Territory;
- 2) that the Dealer shall buy and sell the Products in its own name and for its own account alone;
- 3) that the Dealer shall not, for a period of five years less one day from the date hereof, intentionally promote products which are, in the reasonable opinion of the Company, directly competitive with the Products;
- 4) that the Dealer shall order and pay for a minimum value of USD 200,000.00 worth of Products from the Company in the first 12 months from the date hereof and USD 350,000.00 worth of Products in the second 12 months from the date hereof (each the "Minimum Purchase"). Failure to make either of the Minimum Purchases shall, pursuant to clause 13(e), be considered just cause for termination of this Agreement;
- 5) that all trading between the Company and the Dealer shall be subject to Renold Terms and Conditions of Sale from time to time (a current copy of which is attached) but in the event of any conflict, the terms of this agreement will apply;



- 6) that the Dealer should not have any right or authority to make or settle any claims by or against the Company or to pledge the credit of the Company or give any warranty or make any representation on behalf of the Company or commit the Company to any obligation or liability of any kind or represent itself as having any authority to act on behalf of the Company;
- 7) that the Dealer should not at any time, without the prior written consent of the Company, use the name "Renold" or any trade mark being the property of the Company in relation to the sale of the Products on letterheads, in correspondence, publicity material, advertising and the like and upon termination of this appointment for any cause, any such use for which the consent, in writing, of the Company has been obtained shall cease forthwith;
- 8) that the Dealer acknowledges that the Company is the owner of all intellectual property, including, but not limited to, Service Marks, Trade Marks and Trade Names, Designs and Copyrights, and the Dealer agrees that it has no ownership rights, title or interest in and to the same. The Dealer further agrees that it shall not file any Service Mark, Trade Mark, Design or Copyright applications, or any documents attempting to register any Service Marks, Trade Marks, Designs or Copyrights with any Government Agency, which are owned by the Company. The Dealer will not, during the term of this Agreement or thereafter, dispute or attack the ownership or validity of the Company's Service Marks, Trade Marks, Designs or Copyrights;
- 9) that the Company shall supply the Dealer with such catalogues and marketing and publicity material as the Dealer may reasonably require;
- 10) that the Company shall provide technical and commercial information and assistance to enable the Dealer to promote and develop sales of the Products within the Territory. The extent of this support is at the discretion of the Company;
- 11) that the Company shall pass on to the Dealer orders or enquiries received directly from customers within the Territory, at the discretion of the Company;



- 12) that this Agreement shall be valid for 24 months from the date hereof and shall continue thereafter, unless terminated under clause 13 or clause 14, or by either party giving to the other 6 months' prior written notice of termination. Upon termination for any reason, the Company shall have no obligation whatsoever to the Dealer beyond the payment and settlement of overdue accounts;
- 13) that this Agreement may be terminated by the Company upon reasonable notice:
- a) if the Dealer attempts or purports to assign or subcontract this Agreement; or
 - b) if the Dealer shall commit an unlawful act in the Territory; or
 - c) if the Dealer shall commit a serious breach of its obligations contained herein and does not rectify to the satisfaction of the Company within 30 days of being required, in writing, to do so; or
 - d) if the Dealer becomes subject to direct or indirect control of any other person, company or corporation or is run for the benefit of the person; or
 - e) if the Dealer does not order and pay for either of the Minimum Purchases; or
 - f) if the Dealer enters into or is placed into bankruptcy or receivership, is rationalised, or becomes insolvent or makes an assignment for the benefit of its creditors;
- 14) that this Agreement may be terminated by the Dealer upon reasonable notice:
- a) if the Company shall commit an unlawful act in the Territory; or
 - b) if the Company shall commit a serious breach of its obligations contained herein and does not rectify to the satisfaction of the Dealer



within 30 days of being required, in writing, to do so; or

- c) if the Company enters into or is placed into bankruptcy or receivership or becomes insolvent or makes an assignment for the benefit of its creditors;
- 15) that the Dealer will during the term of this agreement and after its termination for whatsoever reason maintain at all times strict secrecy and confidentiality concerning the business affairs of the Company as may come to its knowledge and without prejudice to the generality of the foregoing, the Dealer will, in particular:
- (a) not disclose to any third party, except in the course of its duties under this agreement any information concerning the terms and conditions contained in this agreement; and
 - (b) not disclose any information concerning methods of manufacture, turnover, production costs, sale or promotion of the Products including in particular information as to the identity of or prices charged to customers or any other such information as may reasonably be deemed to be of value to a competitor and to use such information only for the purposes of this agreement;
- 16) that neither party to this agreement will have any claim as against the other for indemnification, financial loss, whether direct or indirect, or loss or creation of goodwill resulting or allegedly resulting from the termination of this agreement be it under this agreement or under any applicable general law provided that for the avoidance of doubt, each party will retain claims (if any) as against the other in respect of either the recovery of any monies due it under this agreement prior to determination or compensation damages or other relief for breaches of the terms of this agreement that occurred prior to its determination;
- 17) where any relevant law requires the Dealer to register or enrol with any national or local Registry (or like institution or public office established to that end) it will be the duty of the Dealer alone to do so and the Dealer will indemnify and hold the Company harmless and indemnified from and against any liability of whatsoever nature as the Company may at any time

hereafter suffer as a result or in consequence of the Dealer's failure to fulfil any part of its obligations under this clause 17;



- 18) that the Dealer shall operate under the jurisdiction of Renold Transmission Limited in Singapore, a subsidiary of Renold plc;
- 19) this Agreement shall be subject to, governed by and interpreted in accordance with the laws of England for every purpose and the parties shall submit to the exclusive jurisdiction of the English courts in relation to any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.



Brian Tenner

SIGNED by _____
Duly authorised for and on behalf of the Company

Name: BRIAN TENNER

Position: DIRECTOR

SIGNED by _____
Duly authorised for and on behalf of the Dealer

6/10/11

Name: GRAHAM MARPLE

Position: PRESIDENT DIRECTOR.



Waarmerking number: 327/WM/BcH/11/2012

-I, the undersigned, BUCHARI HANAFLI Sarjana Hukum, ---
Notary in Kota Tangerang, do hereby certify that the -
content of this RENOLD POWER TRANSMISSION LIMITED ----
AUTHORISED DEALERSHIP AGREEMENT have been recorded in-
the register specifically made for such purpose by me,
Notary. -----

Tangerang, 19 November 2012,



(BUCHARI HANAFLI, S.H.)

Notary in Kota Tangerang