

PNEUMATIC SCALE ANGELUS

address : 10 Ascot Parkway
Cuyahoga Falls
Chicago IL60606
Mailing Address : Pneumatic Scale
P.O. Box 71920
Chicago IL 60606
Tel : (610) 4919009
Fax : (610) 2809798
Web Site: www.pneumaticscales.com

SALES REPRESENTATIVE AGREEMENT

AGREEMENT made as of the 01st of February 2017 between **BARRY WEHMILLER – PNEUMATIC SCALE ANGELUS**, a corporation organized under the laws of United State of America, with an office at 10 Ascot Parkway, Cuyahoga Falls – Chicago IL60606, USA (hereinafter referred to as **PSA**) and **PT. THEMA ARTHA PERKASA**, a corporation organized under the laws of Indonesia, with an office at Jl. Prof. Supomo SH, Complex Bir No. 4A, Jakarta Selatan 12870, Indonesia (hereinafter referred to as **Sales Representative**)

WHEREAS, **PSA** design, fabricate and sell machinery, equipment and spare parts for the production of

WHEREAS, the **Sales Representative** is in the business of selling parts and packaging machinery for industry with operations in Indonesia.

WHEREAS, **PSA** appoint the **Sales Representative** as its sales representative under the terms and conditions hereof; and

WHEREAS, the **Sales Representative** desires to act as **PSA's** sales representative under the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises contain herein, it is hereby agreed as follows:

1. **PNEUMATIC SCALE ANGELUS (PSA)** hereby appoints the **Sales Representative** to be the **Exclusive Sales Representative** of **PSA** in Indonesia (hereinafter referred to as the "Territory"). The **Sales Representative** accepts some appointment and agrees to devote its best efforts to carry out terms of this agreement.
2. **The products and services covered by this agreement shall be follows :**
 - Continental / Closetech can seamers machine
 - PneumaticScaleAngelus high speed can seamers machine
 - Mateer Burt horizontal labeler machine and spare parts (Model 408 and 704)
 - Rotary Cappers machine including TC capper, MC capper and Servo capper
 - PneumaticScaleAngelus machine for liquid and dry filling

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- HEMA PneumaticScaleAngelus High Speed Filler Machine
 - Continuous Centrifuges (Centritech) for cell perfusion and harvest
 - Glue Applicator rolls (new and refurbishment rolls)
 - Glue doctor rolls (new and refurbishment rolls)
 - Pressure rolls (new and refurbishment rolls)
 - Corrugating rolls (new and refurbishment rolls)
3. The terms of appointment hereunder shall be for a period 5 (five) years provided that the **Sales Representative** shall deliver to **PSA** from the date hereof purchase orders with an aggregate value of USD 750,000.- (Seven Hundred and Fifty Thousand) per year at least. This agreement will be terminated by either party at the end of the initial sixty (60) months period upon at least thirty (30) days prior written notice by such written notice. Unless either party sends the other party a notice of termination, this agreement will be automatically extended for another calendar year.
 4. As sole compensation for services to be rendered with the acquisition of purchase orders on **PSA's** products and services, **PSA** shall pay to the **Sales Representative** a commission (value of commission will be stipulated on other agreement) computed on the net sales price received by **PSA** on any sales of **PSA's** products and services to a customer in the territory.
 5. Any commission will be due and paid to the **Sales Representative** within 30 (thirty) calendar days once the full amount of the purchase order has been paid to **PSA's** banking account.
 6. **PSA** will furnish **Sales Representative** with adequate technical assistance, leaflets, brochure from time to time.
 7. **Sales Representative** will keep **PSA** informed as to the progress it makes with prospective customers aiming at securing orders for **PSA**.
 8. **Sales Representative** will assist **PSA** in setting any customer's complaint or claims and in collecting balances from customers of **PSA** in the territory when requested by **PSA** in writing to do so.
 9. **Sales Representative** is not authorized to make any representation or warranties in respect of **PSA's** products and services except as specifically authorized in writing by **PSA**.

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10. Termination of the Agreement

This agreement may be terminated by either party if one of the parties is declared insolvent or a trustee is appointed to take possession or supervision over the assets of the business of such party. This agreement may be terminated also if one of the parties commits a breach of this agreement and notice of such breach is not remedied within a period of thirty (30) days from the giving of such notice by the other party.

11. Governing and Jurisdiction

This agreement shall be governed in all respects by laws of United State of America. If any controversy should arise pursuant to the provisions of this agreement, its interpretation, performance of breach, it shall be submitted to arbitration in New York, United State of America under the rules and judgment of the International Chamber of Commerce and judgment may be entered upon any award in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and the year first above written



Tom Knaster

.....
on behalf of PNEUMATIC SCALE ANGELUS



Adhikara Wirakusuma

.....
on behalf of PT. THEMA ARTHA PERKASA