



# **Standard Car Truck**

**A Wabtec company**

## **PURCHASE CONTRACT**

**CONTRACT NO.:** SCT1659

**DATE:** 2 May 2022

**BUYER:** STANDARD CAR TRUCK COMPANY (SCT)  
6400 Shafer Court, Suite 450, Rosemont, Illinois 60018 USA  
Phone: 847-692-6050 Fax: 847-692-6299

**SELLER:** PT. BARATA INDONESIA (PERSERO) (BARATA)  
Jl. Veteran KM. 241, Gresik, 61123, INDONESIA  
Phone: 31 399-0555 Fax: 31 399-0666

### **SCOPE OF SUPPLY:**

- 1. PRODUCT:** SEE ANNEX A
- 2. QUANTITY:** 168 (One Hundred Ninety-Two) Carsets  
Each Carset consists of Side Frames (4) and Bolsters (2)
- 3. UNIT PRICE:** USD \$5,300.00 (US Dollars Five Thousand Three Hundred and Zero Cents)  
Side Frames \$662.50 (US Dollars Six Hundred Sixty-Two and Fifty Cents)  
Bolsters \$1,325.00 (US Dollars One Thousand Three Hundred Twenty-Five and Zero Cents)
- GRAND TOTAL:** USD \$890,400.00 (US Dollars Eight Hundred Ninety Thousand Four Hundred and Zero Cents)

SCT not responsible for VAT

Unit Price includes the application of free supplied parts by SCT.

**4. INCO TERMS:** FOB (Incoterms 2020) Surabaya Port, Indonesia

**5. PAYMENT:** WIRE TRANSFER

By wire transfer 75 days from the "on board" date stamped on the ocean bill of lading sent with the scanned documents provided for in Section 6.

**6. ELECTRONICALLY TRANSMITTED (E-MAILED) DOCUMENTS REQUIRED FOR PAYMENT:**

- (1) OCEAN BILL OF LADING 1 Scanned Copy
- (2) COMMERCIAL INVOICE (in U.S. Dollars) 1 Scanned Copy
- (3) PACKING LIST 1 Scanned Copy
- (4) CERTIFICATE OF ORIGIN 1 Scanned Copy
- (5) GSP FORM A (only for U.S.A. shipments) 1 Scanned Copy
- (6) CERTIFICATE OF INSPECTION 1 Scanned Copy  
(Counter signed by SCT Inspector)
- (7) CONTAINER CARGO MANIFEST 1 E-mailed Copy

- a. All documents must show the SCT contract number. Packing list and Certificate of Inspection must show the serial numbers of castings being delivered.
- b. A shipping advice along with one set of documents as listed above must be emailed to Standard Car Truck Company attention: Mr. Paul Bumby, e-mail address: [PBumby@Wabtec.com](mailto:PBumby@Wabtec.com) and Kyle Gregan, e-mail address: [KGregan@Wabtec.com](mailto:KGregan@Wabtec.com).
- c. TPV must maintain and issue weekly shipping schedule every Wednesday, per the agreed SCT format including (but not limited to): 1) contract ship date, 2) estimated sail date, 3) actual ex-works date, 4) actual sail date, 5) current status, 6) container details, 7) CSV data, 8) SOLAS status, 9) manifest status, and 10) on-time delivery summary, etc.

**7. DELIVERY SCHEDULE:**

Release #	Qty (C/S)	SF Part #		Bolster Part #		Ex-Works Date	Sail Date	Destination
SCT1659-1H	24	F-1457-1	Bolt Only	F-1458-1	No DLB	28-Jun-2022	12-Jul-2022	Houston, TX USA
SCT1659-2H	48	F-1457-1	Bolt Only	F-1458-1	No DLB	5-Jul-2022	19-Jul-2022	Houston, TX USA
SCT1659-3H	48	F-1457-1	Bolt Only	F-1458-1	No DLB	12-Jul-2022	26-Jul-2022	Houston, TX USA
SCT1659-4H	48	F-1457-1	Bolt Only	F-1458-1	No DLB	19-Jul-2022	2-Aug-2022	Houston, TX USA
Carset Total:	<b>168</b>							

**8. PACKING REQUIREMENT:**

Product Marking: All products must have the marking cast onto the products as shown on the applicable drawings mentioned in the Contract.

Package Marking:

1. The following information in sequence, should be clearly marked in English on a curable / waterproof tag and attached to each package:
  - a. Buyer’s mark: Standard Car Truck Company
  - b. Contract No.: SCT1659
  - c. Shipment Reference No.:
  - d. Product Origin: Made in Indonesia
  - e. Gross Weight
2. Each pallet to be marked “Castings Made in Indonesia”.

Export Shipping: Products must be protected against weather damage and must be packaged for ocean export shipping. Wooden packing must comply with ISPM requirements.

Container Loading:

1. Shipment only of 20' containers containing bolsters and side frames in carset form will be accepted unless otherwise agreed in writing by SCT.
2. Total gross weight of each container must be within the weight limits of 43,500 lbs.
3. Any charges incurred for container exceeding the weight limits specified shall be the seller's responsibility.

Fumigation / Cleanliness:

1. Per destination Governmental requirements, all expenses, due to noncompliance of import regulations, to be borne by Barata.
2. Container must be thoroughly checked to ensure it is free of dirt, insects, etc. Timber pallets and wood packing material will need to be fumigated prior to export or the timber packing must be made from that has been permanently immunized. A declaration that fumigation has been done and /or that you have used immunized material is to be sent with the documentation to SCT's appointed custom broker.

**9. PAINTING:**

Side Frames and Bolsters excluding Wear Plates, inserts, and machined surfaces to be painted with a protective black paint.

**10. ITEMS TO BE SUPPLIED BY SCT TO BARATA FREE OF CHARGE PRIOR TO THE DELIVERY OF BOLSTERS AND SIDE FRAMES: SEE ANNEX B**

**11. INSPECTION AND TEST REPORTS:**

- a. COC (Certificate of conformance) for each shipment must be sent to Standard Car Truck Company immediately after the shipment departs.
- b. COC, Chemical, Mechanical, Gage, Weld Maps, Heat treatment reports for Norm/Temper and MPI reports to be held in electronic file onsite and a copy provided to SCT representative for review during routine inspections.
- c. All products shall be inspected, tested and approved according to QP-210 by Standard Car Truck Company personnel prior to each delivery, unless otherwise agreed.

**12. FIRST ARTICLE INPECTION (where applicable)**

- a. Documents including, Chemistry, Mechanicals, Weight, Test Lug, Sectioning, Dimensional, Wall Thickness, MPI, X-ray, casting lettering will be supplied to SCT for final samples.
- b. SCT approval of FAI will be completed by SCT personnel before production commences. This onsite inspection will not be limited to but will include verification of the TPV results and other inspection activities as deemed necessary.

This contract is subject to all terms and conditions attached "Terms & Conditions of Purchase". To the extent that terms and conditions conflict, the contract will govern.

**13. NOTE:**

1. Annex 1 - Terms and Conditions of Purchase.
2. ***All cast dates must be within 4 months of ship date.***

**SCT1659**

**STANDARD CAR TRUCK COMPANY**  
(Buyer)



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Kyle Gregan (up to \$250,000)  
Materials Coordinator  
Date: 2 May 2022



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Paul N. Bumby (up to \$2,000,000)  
Materials Manager  
Date: 2 May 2022

**BARATA INDONESIA PT (PERSERO)**  
(Seller)

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Hari Santosa  
Barata Foundry Marketing Department Head  
Date:

**ANNEX A – SCT1659**

**BARBER BOLSTERS AND SIDE FRAMES” TO THE “BARBER DESIGN”**

General Specifications – Prints supplied take precedence

Model: S-2-HD-9C Indonesia

Side Frame

Pattern No.: S1457UA  
Production Drawing: F-1457P Rev. E  
AAR ID# B+5386  
AAR Code F9S-13FN-UA  
Drawing No.: F-1457-1 Rev. C  
Drawing No.: F-1457-2 Rev. A  
Drawing No.: F-1457-3 Rev. A  
Bolt Only: SK-2154 Rev. C  
Bolt & Weld: SK-2155 Rev. E  
Bolt, Whack & Weld: SK-2858 Rev. K  
Top Surface Requirement: SK-2783 Rev. C

Material: AAR M201, GRADE B+

Bolster

Pattern No.: B1458FA  
Production Drawing: F-1458P Rev. J  
AAR ID # B+2534  
AAR Code B9S-5M3J-FX  
Drawing No.: F-1458-1 Rev. D  
Drawing No.: F-1458-2 Rev. C  
Drawing No.: F-1458-3 Rev. A  
Vertical Wear Ring Application: SK-2307 Rev. G  
Side Wall Wear Plate Application: SK-2241 Rev. E  
Bolster Pocket Insert Application: SK-2514 Rev. C

Material: AAR M201, GRADE B+

Specification: SCT Technical Specification No IP-04 latest Rev.

Manufacturer: Barata Indonesia PT. (Persero)

Drawings approved by Engineering (AH) on March 15, 2022.

## ANNEX B

### ITEMS TO BE SUPPLIED BY SCT TO BARATA FREE OF CHARGE PRIOR TO THE ASSEMBLY OF BOLSTERS AND SIDE FRAMES:

	Part No.	Description	Quantity Per Carset	Contract Quantity	USD Price	Total Price
Side Frame Components	5708-316	Column Wear Plate	8	1563	\$6.95	\$10,675.20
	6120	Camcar Break Off Head Bolt	16	3072	\$1.23	\$3,778.56
	6325	Hex Flange Lock Nut	16	3072	\$0.32	\$983.04
Bolster Components	6129	Side Wall Wear Plate	16	3072	\$1.97	\$6,051.84
	5875	Vertical Wear Liner	2	384	\$22.80	\$8,755.20
	5821	FW Insert, Modified, 915-SW	8	1536	\$4.68	\$7,188.48
	6381	Bolt	4	0	\$0.94	\$0.00
	5860	Washer	4	0	\$0.11	\$0.00
	5859	Nut	4	0	\$0.33	\$0.00
	F-1263-2	Fulcrum Bracket Left	2	0	\$7.58	\$0.00
<b>Total:</b>						<b>\$37,432.32</b>

\*\*Components to ship under Incoterms (2020): CFR – Surabaya Port, Indonesia\*\*

#### Consignment Instructions:

##### Consignee Address -

PT. BARATA INDONESIA (PERSERO) (BARATA)  
Jl. Veteran No. 241, Gresik, 61123, INDONESIA  
Phone: 31 399-0555 Fax: 31 399-0666  
POC: Beny Andika (benyandika@barata.id) PH: +62-81233092125

##### Description of Goods -

RAILROAD COMPONENTS

##### Job #s:

Side Frame (F-1457-1): Consume material from job 7037667  
Bolster (F-1458-1): Consume material from jobs 8716333



# **Standard Car Truck**

**A Wabtec company**

CONTRACT NO.: SCT1659

## **TERMS AND CONDITIONS OF PURCHASE**

Each of the following provisions controls in the absence of a specific provision to the contrary appearing in the body of this contract:

- 1. LATE DELIVERY AND PENALTY:** The seller shall deliver the goods according to the stipulated time in the Contract. In case the Seller fails to make delivery as stipulated in the Contract (with exception of Force Majeure causes specified in the Contract), the Buyer shall agree to postpone the delivery on condition that the Seller agrees to pay a penalty which shall be deducted by the paying bank from the Performance Bond. However, the penalty shall not exceed (10) percent of the total value of the Contract value. The rate of penalty is charged at zero point on (0.1) percent for every one (1) day late. In case the Seller fails to make delivery ten (10) weeks later than the time of shipment stipulated in the Contract, the Buyer shall have the right to cancel the Contract and the Seller, in spite of the cancellation, shall still pay the aforesaid penalty to the Buyer without delay. Any delay in delivery by the Seller caused by late delivery of any sub-assembly items to be provided by the Buyer necessary to fulfill the contract shall not be reason for the Buyer to claim, under the provisions for delivery.
- 2. WARRANTY:** The Seller shall guarantee that the goods are brand new, unused and complies in all respects with quality, specification and performance stipulated in the Contract. The Seller shall guarantee that the goods when correctly mounted and properly operated and maintained shall give satisfactory performance. The Seller shall further be responsible for any defect or malfunctioning due to defective workmanship or material due to non-compliance with quality, specification and performance stipulated in the Contract, during a guarantee period five (5) years from the date of putting into commercial service of the equipment by the end customer or sixty (60) months after Bill of Lading date, whichever comes earlier. The buyer shall promptly notify the Seller and the Seller shall within forty days, rectify or replace the defective part, component or equipment at no extra cost to the Buyer at place of original supply. The warranty excludes sub-assembly item supplied by the Buyer required by the Seller to fulfill the contract.
- 3. INSPECTION:**

  - a) The Seller shall, before making delivery itself carry out a precise and comprehensive inspection of the Goods as regards the quality, specification, performance, quantity, weight and issue a certificate certifying the Goods are in conformity with the stipulations in the contract. Inspection report shall form an integral part of the documents for payment which must be sent to the Buyer immediately after each delivery is made, but shall not be regarded as final in respect of quality, specification, quantity or weight. Particulars and results of the tests made by the manufacturer shall be shown in the statement which has to be attached to the quality certificate.
  - b) The Buyer shall, at its own discretion, may conduct at any time in process inspections at the Seller's facility, during the production of the product. Any delays in shipment due to non-conformances found is subject to penalty as stipulated in Clause 1 of Annex 1 Terms and Conditions of Purchase above.
  - c) The Seller shall provide reasonable accommodations to facilitate both the in-process inspections as well as the final sample inspections, including but limited to equipment and personnel.
  - d) Notwithstanding the inspection of b) and c) above, the Seller is still responsible for the quality of the Goods shipped as per clause 2 above.



- e) After arrival of the Goods at the port of destination and/or at the site, the Buyer or the Buyer's customer shall re-inspect the goods in respect of quality, specification and weight in accordance with the drawings and specifications. If discrepancies are found in respect of specification or quantity or both, the Buyer shall have the right to reject the goods or to claim against the Seller within the warranty period, after arrival of the goods at the port of destination, against a written report by the Buyer detailing such claims, except when the responsibility lies with the insurance company or the shipping company.
  - f) If the quality and specification of the Goods are not in conformity with the contract, or if the Goods are proven defective within the warranty period stipulated, including latent defect or the use of unsuitable materials, the Buyer shall have the right to claim against the Seller. Either for replacement of Goods or a full refund, customs fees and freight.
- 4. WORK ON BUYER'S OR CUSTOMER'S PREMISES:** If the Seller's work pursuant to this order involves operations by the Seller on the premises of Buyer or of a customer of Buyer, Seller shall take all precaution in the performance of such work necessary to prevent any injury to persons or property arising there from and shall indemnify Buyer against any and all claims for injury to person or property and to reimburse buyer for any and all loss arising out of any act or omission of Seller, its agent, employees or subcontractors as the case may be, Seller shall maintain appropriate liability, including coverage of personal injury and property damage, and shall maintain Workmen's insurance with respect to its own employees. Seller shall furnish a certificate of insurance if request by buyer.
- 5. REJECTIONS:** If any of the goods are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer, addition to any other rights which it may have under warranties or otherwise, have the right to reject and return such goods at Seller's expense. Such goods shall not be replaced without suitable authorization from Buyer.
- 6. FORCE MAJEURE:** The parties shall exert their best efforts to perform their obligations thereunder provided; however, that neither party shall be held liable for any default or delay in performance of any of its obligations thereunder, if and to the extent such default or delay is caused by fire, storm, flood, earthquake, riot, war, rebellion, strike, lockout or any other cause whatsoever which are deemed to constitute force majeure.
- 7. TAXES AND DUTIES:**
- a). All taxes and imposts in connection with the execution of this contract levied by the Indonesian Government on the Seller in accordance with the tax laws in effect shall be borne by the Seller.
  - b). All taxes in connection with the execution of the levied by the Indonesian Government on the Seller in accordance with the tax laws in effect and the "Agreement between the Government of Indonesia and the Government of the United States of America for the Reciprocal Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and Property" shall be borne by the Seller.
  - c). All taxes, imposts and any other fees arising outside of Indonesia in connection with the execution of this Contract shall be borne by the Buyer.
- 8. PERFORMANCE BOND:**  
This requirement is waived for this contract.
- 9. GOVERNMENTAL APPROVALS:**  
The Seller shall responsible for obtaining any and all governmental consents and approvals required for the manufacture, sale, transport, and export/import into Indonesia and ultimately into the United States of America of all goods.
- 10. TERMINATION:**

The Buyer may, without prejudice to any other remedy for the Seller's following breach of contract by written notice of default sent to the Seller, terminate this contract in whole or in part:

I). The Seller fails to deliver any or all of the Goods within the time specified in the contract, or any extension thereof granted by the Buyer.

II). The Seller fails to perform any other obligation (s) under the contract, and in either of the above circumstances, the Seller does not cure its failure within a period of 30 days (or such longer period as the Buyer may authorize in writing) after the receipt of the default notice from the Buyer.

**11. TERMINATION FOR INSOLVENCY:** The Buyer may at any time terminate the contract, by giving a written notice to the seller, without compensation to the Seller, if the Seller becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Buyer.

**12. ARBITRATION:** The parties agree that any and all disputes the parties that arise out of this Agreement, and which may not be finally resolved by the parties, shall finally be settled by binding arbitration governed by the International Chamber of Commerce (ICC). The parties agree to abide by the decision of such binding arbitration. The arbitration panel shall consist of three (3) members. The Seller shall together nominate one (1) member to the arbitration panel. The Buyer shall together nominate one (1) member to the arbitration panel. The third member of the arbitration panel shall be independent member of the arbitration selected in accordance with ICC rules. Such arbitration shall take place in Stockholm, applying local law.

**13. APPLICABLE LAW:** The contract shall be interpreted in accordance with the laws of the United States of America.

**14. ASSIGNMENTS AND SUBCONTRACTS:**

a). The Seller shall not assign, in whole or in part its obligation(s) under this Contract to any third party, except with the Buyer's prior written consent.

b). The Seller shall notify the Buyer in writing of all subcontracts awarded under this Contract. Such notification shall not relieve the Seller from any liability under the Contract.

**15. EFFECTIVENESS OF THE CONTRACT AND MISCELLANEOUS:**

a). The Contract shall become effective after its signing by both parties and upon the Buyer's receipt of Performance Bond from the Seller.

b). This Contract is made in English Language in two originals, one for each party.

c). It is the responsibility of the Seller to obtain the export license(s), if required for the goods covered by this Contract, from his own country at his own expense.

d). Should any of the contents of the Contract be amended and / or supplemented, document in written form shall be signed by the representatives of both parties, which shall also form an integral part of the Contract.