**Detail content of the Construction Contract**

**Artivle 1. Application and Effect**

1. This contract is common to general competitive contract, open competitive tendering and negotiated contract the appropriate provisions concerned with this contract is applied in this contract.
2. Ower ,hereinafter called the “First” Party, and Constractor (hereinafter called the “second” party

**Article 2. Construction Detail**

1. The “second” Part shall submit layout drawing and document (layout drawing, specification, construction detail) and be agreed by the “Second” par about drawing; provided that entering into this contract is assumed that the “First” Part agreed with this lay out and documents.
2. The Parties agree each other about construction range before making letter of construction. Other promise or commitment or verbal promises before of after construction started to progress except the written agreement, shall not be recognized.

**Article 3. Agreement and payment**

1. The “first” party shall pay the amount specified in this agreement on the date described.
2. Provided, however, that when the “firtst” party has not kept payment period by some reason of the “First” party, or it is estimated that payment is delayed, shall soon inform this delay issue to the “second” Party and the “first” party cooperates with the “second” party and if the “first” party do not cooperates with the “second” party, the “second” party can stop construction.
3. If the “first” party delay the payment, interest for payment is delayed without any warrant is 2% of construction payment from next day from payment day until complete pay day.

**Article 4. Construction Change and Adjustment**

1. In the case construction is changed or adjusted by demand of the “first” party or the “second” party , the parties shall follow the mutual agreement but after they make agreement included the changed or the adjusted content and the changed content on construction price and attached it on this agreement and after construction finished, this change shall be processed by separate contract.
2. Construction work period can be adjusted by mutual agreement if uncontrollable reason happened, it can be adjusted by mutual agreement.

**Article 5. Start and progress of construction**

1. The ”second”party shall start to work on the day specified as a Calendar Start Day.
2. If the “second” party consider progress of construction is delayed because status in construction field provided by the “first” party,the “second” party can ask necessary actions to the “first” party. Moreover, the second party have no responsible about construction period delay resulted from delayed action of the “first” party about demand from the “second” party and the delayed period resulted from delayed is leaved out from delay compensation.

**Article 6*.* Industrial safety management.**

1. the“second” party have responsibilities and duties about safety accident under construction work.
2. The “First” party shall provide water and electric power needed for this project in the field.

**Article 7. Change of layout**.

1. The “First”party can give any instruction if the first party consider to need to change layout or cease some part of all construction work, can give instruction to “second” party with design drawing or design or written document.
2. In the above paragraph, increase or decrease of contract value is calculated by unit price in the detail of contract. If there is any item which is not listed, the “first” Party and the “second” party shall be determined by mutual discuss.
3. About construction range witch is not spesifed in detail of quotation , the”second” party and the “first” party sattle down additional budget by discussion between the “first” Party and the “ second” party.

**Article 8 Supervisor**

1. The “first“party can appoint out “construction supervisor” on behalf of “first” party and the “first” Party shall inform that to the “second” party.
2. In that case that the first consider the supervisor which is appointed by the “First” is remarkably unfair, the “second” party can ask necessary action for the “first” party.

**Article 9 Extantion of construction period**

1. The “second” party shall finish construction within specified construction period.
2. Construction period is changed because when the “first” party change project, the “second” party shall explain that to the “First” party and can extant construction period.

Provided, however, small construction work which give any effect for entering (contruction is finished in 3~4 hour) is excepted and this process is been undergoing after discussion between the “first” party and the “second” party.

**Article 10 Construction of General**

1. The “Second” Party shall do construction work based on construction plan drawing and if they need, they do construction work under presence of supervisor.
2. The “Second ” party shall demolit and take out Building facilities, extra materials, waste, general Scaffolding from construction field so that arrange and clean up inside and outside of construction field.

**Article 11 Payment of the price and construction completed**

1. The “first” party shall complete payment of progress payment, If the first party can not completer payment, The “second” party shall inform termination of construction by written letter.
2. After construction complete, principally the “first” party sign on “completion confirmation” and although the “first” party did not do that, the “second “party is considered that the “second” party finish all his own obligation based on this construction contract.
3. Before total contruction price with detail specified by the “First” party is paid, ownership of all house or the construction field on the address where is built , is to the “second” party.

**Article 12 Delay of the Implemantion**

1. When the “second” Party can not complete construction within construction period, after check the reason for delay is, if the obviously responsibility is on the “second” party, the “first” party and the “second” party shall adjust delay compensation based on the mutual agreement. Between the firtst party and the second party.
2. In the case that construction delay is because natural disaster and so on which the second party can not control reasonably or this construction delay because contract is changed on object to change of lay out or construction contents, the” second” party shall inform the “first” party as soon as passible and until this reason is over, or extended period of time based on mutual agreement is excluded from the number of days delay.

**Article 13 Termination of the contract**

1. When the “second” party did not undertake this construction without Justifiable reasons.
2. If the “second”party be judged not to complete construction work within construction period due to obvious cause attributable to the “second” party,
3. Although The “first” or “second” bleach the provisions of this contract and is asked the party to correct his action, if the one party is admitted not to be achieved purpose of contract within 7 days without acceptable corrective action, the one party which have the responsibility when this contract is terminated base on provision of previous paragraph, shall compensate for the loss of the other one party. Provided, However, that if it was caused by the force majeure, the one part is exempted from the responsibility to compensate the other party for damage.
4. After this contract is terminated, contract payment cannot be returned.

**Article 14 Maintenance implementation**

1. The maintenance scope is limited to the part which is built by the “second” party’.
2. The maintenance period is for 1 years. This maintenance period can be discussed by the parties separately .
3. It will be exempted the responsibility of the “first” party forthe fault on account of The reason that can not be controlled by the “second” party (Force majeure, on purpose or because the second party is careless, structural matter of building, Unreasonable demands by the subjective judgment and so on).

**Article 15 other provisions**

1. The “first ” party shall cooperate the”second” party to take all measures (The competent authorities licensing such as construction permission (IMB), complaint resolution and so on) and is able to pay all expenses for this construction .

**Article 16 enclosure**

1. If there are enclosures, write your detail below and what you write in there have the same effect.

**Owner (The first party) Contractor (The Second Party)**

**PT HANDSOME PT INDOKOR**

 **Park sang youll**

**President Director President Director**