## ATTESTATION



# No. SGP0/CLU/20230607083223

Issued within the scope of the Bureau Veritas Marine & Offshore General Conditions Délivrée dans le cadre des Conditions Générales de Bureau Veritas Marine & Offshore

# Certification of a Firm engaged in Thickness Measurements of Hull Structures

This is to certify that:

Company: PT. PANRITA TEKNINDO MANDIRI

Company address: BTN BUMI BUNG PERMAI

BLOK A 15 NO.3

TAMALANREA, MAKASSAR 90245

SULAWESI SELATAN

INDONESIA

is certified by the Society to carry out and report on thickness measurements of structural material of ships or mobile offshore units classed with the Society, within the scope of the Rules, part A, Chapter 2.

This certification remains valid until: 04 April 2026

and may be renewed for a further period of 3 years, subject to satisfactory renewal audit. This certification is given subject to maintenance of original standards and ability of this firm, together with keeping informed the Society of any change in the information originally supplied.

At: SINGAPORE, On: 13 June 2023

BUREAU VERITAS MARINE & OFFSHORE

PP/ Terence Ng

By Order of the South NAL REGISTER

AS MARINE

The latest published Rules of the Bureau Veritas Marine & Offshore and the General Conditions therein are applicable.

La dernière édition des Règlements de Bureau Veritas Marine & Offshore ainsi que les conditions Générales qui y figurent sont applicables

Any person not a party to the contract pursuant to which this certificate is delivered may not assert a claim against Bureau Veritas for any liability arising out of errors or omissions which may be contained in said certificate, or for errors of judgement, fault or negligence committed by personnel of the Society or of its Agents in the establishment or issuance of this certificate, and in connection with any activities for which it may provide.

Toute personne qui n'est pas partie au contrat aux termes diquel ce document est délivé ne pourra engager la responsabilité du Bureau Veritas pour les mexactitudes on omissions qui pourraient y être relevées ainsi que pour les erreurs de jugement, fautes ou n'égligences commises par le personnel de la Société ou par ses agents dans l'établissement de ce document et dans l'exécution des mierventions qu'il comporte.



# BUREAU VERIAS

# BUREAU VERITAS MARINE & OFFSHORE

# GENERAL CONDITIONS (January 2023 version)

# 1. INDEPENDENCE OF THE SOCIETY AND APPLICABLE TERMS

- 1.1 The Society shall remain at all times an independent contractor and neither the Society nor any of its officers, employees, servants, agents or subcontractors shall be or act as an employee, servant or agent of any other party hereto in the performance of the Services.
- 1.2 The operations of the Society in providing its Services are exclusively conducted by way of random inspections and do not, in any circumstances, involve monitoring or exhaustive verification.
- 1.3 The Society acts as a services provider. This cannot be construed as an obligation bearing on the Society to obtain a result or as a warranty. The Society is not and may not be considered as an underwriter, broker in Unit's sale or chartering, expert in Unit's valuation, consulting engineer, controller, naval architect, designer, manufacturer, shipbuilder, repair or conversion yard, charterer or shipowner: none of the above listed being relieved from any of their expressed or implied obligations as a result of the interventions of the Society.
- 1.4 Only the Society is qualified to apply and interpret its Rules.
- 1.5 The Client acknowledges the latest versions of the Conditions and of the applicable Rules applying to the Services' performance.
- 1.6 Unless an express written agreement is made between the Parties on the applicable Rules, the applicable Rules shall be the Rules applicable at the time of entering into the relevant contract for the performance of the Services.
- 1.7 The Services' performance is solely based on the Conditions. No other terms shall apply whether express or implied.

#### 2. DEFINITIONS

- 2.1 "Certificate(s)" means classification, statutory or Marine Equipment certificates, attestations and reports following the Society's intervention.
- 2.2 "Certification" means the activity of certification in application of national and international regulations or standards ("Applicable Referential"), in particular by delegation from different governments that can result in the issuance of a Certificate.
- 2.3 "Classification" means the classification of a Unit that can result or not in the issuance of a classification Certificate with reference to the Rules. Classification (or Certification as defined in clause 2.2) is an appraisement given by the Society to the Client, at a certain date, following surveys by its surveyors on the level of compliance of the Unit to the Society's Rules and/or to the Applicable Referential for the Services provided. They cannot be construed as an implied or express warranty of safety, fitness for the purpose, seaworthiness of the Unit or of its value for sale, insurance or chartering.
- 2.4 "Client" means the Party, its affiliates, agents, subcontractors, consultants, employees, and/or its representative requesting the Services,
- 2.5 "Conditions" means the terms and conditions set out in the present document.
- 2.6 "Industry Practice" means international maritime and/or offshore industry practices.
- 2.7 "Intellectual Property" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether capable of registration, registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 2.8 "Marine Equipment" means equipment, material or product placed of to be placed on board a Unit falling within the scope of Certification or Classification and by extension corresponding manufacturer recognition Certification.
- 2.9 "Parties" means the Society and Client together.
- 2.10 "Party" means the Society or the Client.
- 2.11 "Register" means the public electronic register of ships updated regularly by the Society.
- 2.12 "Rules" means the Society's classification rules (available online on veristar.com), guidance notes and other documents. The Society's Rules take into account at the date of their preparation the state of currently available and proven technical minimum requirements but are not a standard or a code of construction neither a guide for maintenance, a safety handbook or a guide of professional practices, all of which are assumed to be known in detail and carefully followed at all times by the Client.



#### 6. PAYMENT OF INVOICES

- 6.1 The provision of the Services by the Society, whether complete or not, involves, for the part carried out, the payment of fees thirty (30) days upon issuance of the invoice.
- 6.2 The fees are exclusive of all applicable Taxes. In the event that Taxes are applicable in respect of the Services. Taxes shall be payable by the Client in addition to the fees. For the avoidance of doubt, in the event tax is required by law to be withheld from the fees, the Society may gross up the invoice sufficiently such that after the deduction of withholding tax the original fees is received by the Society. In the event that any withholding taxes are paid by the Client, the Client shall provide to the Society a valid withholding tax receipt in the Society's name within thirty (30) days following the payment. The Society shall provide to the Client within thirty (30) days following request from the Client reasonable documentation, such as certificates of residence, required to enable the Client to apply any reduced rates of withholding tax given by a double tax treaty, if applicable.
- 6.3 Without prejudice to any other rights hereunder, in case of Client's payment default, the Society shall be entitled to charge, in addition to the amount not properly paid, (i) interest equal to the ECB reference rate plus three per-cent (3%) per month late as of due date or at the maximum rate allowed by law if said maximum is less, and (ii) the recovery costs. The Society shall also have the right to withhold Certificates and other documents and/or to suspend or revoke the validity of Certificates.
- 6.4 In case of dispute on the invoice amount, the undisputed portion of the invoice shall be paid and an explanation on the dispute shall accompany payment so that action can be taken to resolve the dispute.
- 6.5 Unless otherwise agreed in writing by the Society, both the party on whose behalf the Services are requested and its representative requesting the Services, as Client, are jointly and severally liable to pay to the Society any sum due in respect of the Services. In addition, where any Unit is surveyed in the names or on behalf of more persons than one, such persons shall be jointly and severally liable to pay all fees, expenses and other sums due to the Society in respect of such Unit. The receipt by any such person of any payment by the Society shall discharge the others up to the amount received by the Society.
- 6.6 The Society shall be entitled to require a payment on account payable upon receipt of the corresponding invoice. In this case, The Society's duty to provide the Services will not arise before payment is received in the Society's account.
- 6.7 The Society shall have a lien on a Unit for all sums due in respect of that Unit, notwithstanding that the class of the Unit may have ceased or been terminated or cancelled. Such lien shall extend to any and all other Units (or formerly classed Units) which are part of the same fleet as that Unit and shall be in addition to, and in no way construed as a waiver or amendment of, any other contractual or maritime lien which the Society may expressly or impliedly possess in respect of such Unit or Units.

#### 7. LIABILITY

- 7.1 The Society bears no liability for consequential loss. For the purpose of this clause consequential loss shall include, without limitation:
  - Indirect or consequential loss;
  - Any loss and/or deferral of production, loss of product, loss of use, loss of bargain, loss of revenue, loss of profit or anticipated profit, loss of business and business interruption, in each case whether direct or indirect.

The Client shall defend, release, save, indemnify, defend and hold harmless the Society from the Client's own consequential loss regardless of cause.

- 7.2 Except in case of wilful misconduct of the Society, death or bodily injury caused by the Society's negligence and any other liability that could not be, by law, limited, the Society's maximum liability towards the Client is limited to one hundred and fifty per-cent (150%) of the price paid by the Client to the Society for the Services having caused the damage. This limit applies to any liability of whatsoever nature and howsoever arising, including fault by the Society, breach of contract, breach of warranty, tort, strict liability, breach of statute.
- 7.3 All claims shall be presented to the Society in writing within three (3) months of the completion of Services' performance or (if later) the date when the events which are relied on were first discovered by the Client. Any claim not so presented as defined above shall be deemed waived and absolutely time barred.

#### 8. INDEMNITY CLAUSE

8.1 The Client shall defend, release, save, indemnify and hold harmless the Society from and against any and all claims, demands, lawsuits or actions for damages, including legal fees, for harm or loss to persons and/or property tangible, intangible or otherwise which may be brought against the Society, incidental to, arising out of or in connection with the performance of the Services (including for damages arising out of or in connection with opinions delivered according to clause 4.4 above) except for those claims caused solely and completely by the gross negligence of the Society, its officers, employees, servants, agents or subcontractors.

### 9. TERMINATION

- 9.1 The Parties shall have the right to terminate the Services (and the relevant contract) for convenience after giving the other Party thirty (30) days' written notice, and without prejudice to clause 6 above.
- 9.2 The Services shall be automatically and immediately terminated in the event the Client can no longer establish any form of interest in the Unit (e.g. sale, scrapping...).
- 9.3 The Classification granted to the concerned Unit and the previously issued Certificates shall remain valid until the date of effect of the termination notice issued, or immediately in the event of termination under clause 9.2, subject to compliance with clause 4.1 and 6 above.
- 9.4 In the event where, in the reasonable opinion of the Society, the Client is in breach, or is suspected to be in breach of clause 16 of the Conditions, the Society shall have the right to terminate the Services (and the relevant contracts associated) with immediate officer.

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