

## PURCHASE ORDER

ORDER NO	ORDER DATE	REVISION	REVISION DATE	DELIVERY POINT	PROMISED DELIVERY	INV ORG
PI9576	06/Nov/2023	0		DDP PT Badak WHSE Bontang	24/Jan/2024	WOW
Q13676 PR479734, DC, SEAL & GASKET KIT; FOR MARINE TRANSMISSION TWIN DISC						

SUPPLIER	DELIVERY ADDRESS	BILLING ADDRESS		
<b>TRAKINDO UTAMA, PT.</b> Jalan Bhayangkara Komplek BTC No 14, Kel. Gunung Elai, Kec Bontang Utara Bontang Indonesia ATTN: HARUN AL RASYID EMAIL: daud.hermanto@trakindo.co.id / SUTIKNO.KIDJAN@TRAKINDO.CO.ID TELP/FAX: 0549-21151/52/-	<b>MAINTENANCE PLANNING &amp; WAREHOUSE MANAGER</b> WOW - Bontang GEDUNG RECEIVING WAREHOUSE MAINTENANCE, JL. MULAWARMAN KEL. SATIMPO, KEC. BONTANG SELATAN, BONTANG, KALIMANTAN TIMUR 75324, INDONESIA IRFAN HIDAYAT, MOHAMMAD IrfanHidayat@badaklng.com  Receiving and delivery contacts : 1.(0548) 55-1849 2.(0548) 55-2470 3.(0548) 55-1221 4.Receiving Adm (admwrec@badaklng.com)	<b>FINANCE &amp; TREASURY MANAGER</b> GEDUNG ADMINISTRASI LT.1 JL. KUTAI RAYA KEL. SATIMPO KEC. BONTANG SELATAN, BONTANG, KALIMANTAN TIMUR - 75324 ATTN : HATTA, MUHAMMAD EMAIL : MuhammadHatta@badaklng.com  Invoice and tax inquiries contacts : 1. Invoicing Adm (invoice@badaklng.com) 2. Tax Admin (taxadmin@badaklng.com)		
SUPPLIER BANK ACCOUNT	CORRESPONDENCE ADDRESS	PURCHASING OFFICER		
Bank Mandiri 88137001004800(IDR)	<b>PROCUREMENT, MANAGER</b> PT BADAK NGL BONTANG, KALIMANTAN TIMUR INDONESIA ATTN: HILALIA . EMAIL: hilalia@badaklng.com	<b>IRAWAN YUSRA, JOHAN</b> EMAIL: JohanIrawan@badaklng.com TELP: +62548-551777		
TERM OF PAYMENT				
25 calendar days after the documents received by the Finance PT Badak NGL				
AMOUNT GOODS/SERVICES (IDR)	OTHER COST (IDR)	DISCOUNT (IDR)	PPN / TAX/VAT (IDR)	TOTAL VALUE
501,016,800.00	0.00	0.00	55,111,848.00	556,128,648.00



**PT TRAKINDO UTAMA**

HARUN AL RASYID  
ON BEHALF OF TRAKINDO UTAMA, PT.



HLH

PT BADAK NGL



HILALIA .  
MANAGER, PROCUREMENT

LINE ITEM	ITEM MASTER / DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
1	E00088880611 SEAL & GASKET KIT; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N K467 CONSIST OF:  PART NO   NAME   QTY B1646   GASKET (BEARING RETAINER TO FRONT HOUSING)   1EA A4647   GASKET (BOTIOM COVER)   1EA A4662   GASKET (FRONT HOUSING TO MAIN HOUSING)   1EA A4664   GASKET (MANIFOLD TO MAIN HOUSING)   1EA B1337D   GASKET (VALVE TO MANIFOLD)   1EA B1440   GASKET (OIL LUBE PIPE)   1EA B1336C   GASKET (TROLLING VALVE HOLE)   1EA B1653   GASKET (PUMP TO MANIFOLD)   1EA	2	SET	41,853,000.00	83,706,000.00

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Q13676 PR479734, DC, SEAL & GASKET KIT; FOR MARINE TRANSMISSION TWIN DISC

B1656 | GASKET (STRAINER COVER) | 1EA  
 B1334A | GASKET (VALVE COVER) | 1EA  
 B1398 | GASKET (ORIFICE PLATE) XA6573  
 SERIES | 2EA  
 B1398E | GASKET (ORIFICE PLATE) XA6573  
 SERIES | 2EA  
 A4898 | GASKET (TOP COVER) | 1EA  
 B1505B | PLATE, LOCK | 1EA  
 B1505D | PLATE, LOCK | 1EA  
 B1851 | PLATE, LOCK | 2EA  
 M2305 | SCREW, LOCK | 12EA  
 A2916W | RING, "O" (BREATHER PIPE) | 1EA  
 A2916BS | RING, "O" (BEARING RETAINER AT  
 OUTPUT FLANGE) | 1EA  
 A2916AT | RING, "O" (VALVE STEM) | 1EA  
 A2916DK | RING, "O" (VALVE ) | 2EA  
 M2074CQ | RING, LATHE CUT (CLUTCH) | 2EA  
 M1904AQ | RING PISTON (CLUTCH) | 2EA  
 M1904S | RING, PISTON (CARRIER &  
 MANIFOLD) | 2EA  
 M11904AR | RING PISTON (MANIFOLD &  
 BEARING RETAINER) | 1EA  
 M1904AS | RING PISTON (MANIFOLD &  
 REVERSE SHAFT) | 1EA  
 MA778 | SEAL, OIL (VALVE) | 1EA  
 M137 | SEAL, OIL (DRIVE SPIDER) | 1EA  
 M2074F | SEAL, RUBBER (DRIVE SPIDER) | 1EA  
 M2371 | SEAL, OIL (OUTPUT FLANGE) | 2EA  
 M2074E | SEAL, RUBBER (OUTPUT FLANGE) |  
 1EA  
 MNEMONIC :  
 PART#:

OFFER:  
 SEAL & GASKET KIT; FOR MARINE  
 TRANSMISSION TWIN DISC MG509; P/N K467  
 CONSIST OF:

PART NO | NAME | QTY  
 B1646 | GASKET (BEARING RETAINER TO  
 FRONT HOUSING) | 1EA  
 A4647 | GASKET (BOTIOM COVER) | 1EA  
 A4662 | GASKET (FRONT HOUSING TO MAIN  
 HOUSING) | 1EA  
 A4664 | GASKET (MANIFOLD TO MAIN  
 HOUSING) | 1EA  
 B1337D | GASKET (VALVE TO MANIFOLD) |  
 1EA  
 B1440 | GASKET (OIL LUBE PIPE) | 1EA  
 B1336C | GASKET (TROLLING VALVE HOLE) |  
 1EA  
 B1653 | GASKET (PUMP TO MANIFOLD) | 1EA  
 B1656 | GASKET (STRAINER COVER) | 1EA  
 B1334A | GASKET (VALVE COVER) | 1EA  
 B1398 | GASKET (ORIFICE PLATE) XA6573  
 SERIES | 2EA  
 B1398E | GASKET (ORIFICE PLATE) XA6573  
 SERIES | 2EA  
 A4898 | GASKET (TOP COVER) | 1EA  
 B1505B | PLATE, LOCK | 1EA  
 B1505D | PLATE, LOCK | 1EA  
 B1851 | PLATE, LOCK | 2EA  
 M2305 | SCREW, LOCK | 12EA  
 A2916W | RING, "O" (BREATHER PIPE) | 1EA  
 A2916BS | RING, "O" (BEARING RETAINER AT  
 OUTPUT FLANGE) | 1EA  
 A2916AT | RING, "O" (VALVE STEM) | 1EA

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Q13676 PR479734, DC, SEAL & GASKET KIT; FOR MARINE TRANSMISSION TWIN DISC

<p>A2916DK   RING, "O" (VALVE)   2EA  M2074CQ   RING, LATHE CUT (CLUTCH)   2EA  M1904AQ   RING PISTON (CLUTCH)   2EA  M1904S   RING, PISTON (CARRIER &amp; MANIFOLD)   2EA  M11904AR   RING PISTON (MANIFOLD &amp; BEARING RETAINER)   1EA  M1904AS   RING PISTON (MANIFOLD &amp; REVERSE SHAFT)   1EA  MA778   SEAL, OIL (VALVE)   1EA  M137   SEAL, OIL (DRIVE SPIDER)   1EA  M2074F   SEAL, RUBBER (DRIVE SPIDER)   1EA  M2371   SEAL, OIL (OUTPUT FLANGE)   2EA  M2074E   SEAL, RUBBER (OUTPUT FLANGE)   1EA</p>							
2	<p>E00088880612  PLATE STEEL; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N A4939  MNEMONIC :  PART#:</p> <p>OFFER:  PLATE STEEL; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N A4939</p>			28	EA	1,540,000.00	43,120,000.00
3	<p>E00088880613  PLATE SINTERED; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N A4480M  MNEMONIC :  PART#:</p> <p>OFFER:  PLATE SINTERED; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N A4480M</p>			28	EA	1,722,000.00	48,216,000.00
4	<p>E00088880614  BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2317A  MNEMONIC :  PART#:</p> <p>OFFER:  BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2317A</p>			4	EA	16,443,000.00	65,772,000.00
5	<p>E00088880615  BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2370  MNEMONIC :  PART#:</p> <p>OFFER:  BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2370</p>			4	EA	2,043,000.00	8,172,000.00
6	<p>E00088880616  BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2600  MNEMONIC :  PART#:</p> <p>OFFER:  BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2600</p>			4	EA	15,320,200.00	61,280,800.00
7	<p>E00088880617  BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2365  MNEMONIC :  PART#:</p>			4	EA	7,735,000.00	30,940,000.00

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Q13676 PR479734, DC, SEAL & GASKET KIT; FOR MARINE TRANSMISSION TWIN DISC

<p>OFFER: BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2365</p>						
8	<p>E00088880618 BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N MA301 MNEMONIC : PART#:</p> <p>OFFER: BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N MA301</p>	2	EA	37,002,000.00		74,004,000.00
9	<p>E00088880619 BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2366 MNEMONIC : PART#:</p> <p>OFFER: BEARING; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2366</p>	2	EA	7,140,000.00		14,280,000.00
10	<p>E00088880620 FILTER; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2372 MNEMONIC : PART#:</p> <p>OFFER: FILTER; FOR MARINE TRANSMISSION TWIN DISC MG509; P/N M2372</p>	2	EA	6,363,000.00		12,726,000.00
11	<p>E00088880630 GENERAL OVERHAUL GEAR BOX MG-509 (DISMANTLE &amp; ASSEMBLY INTERNAL STANDARD KIT); REPORTING GENERAL OVERHAUL; INSPECTION TEST PLANS WILL BE PROVIDED AFTER PO ANNOUNCEMENT. SCOPE OF WORKS:</p> <p>COMPONENTS   METHOD STATEMENT DRIVE SPIDER PART Driving Ring   NDT DPT, polish Drive Spider   NDT DPT, polish, visual check spline connection and inspect for backlash Rubber Block   Replace as required Drive Spider Oil Seal   Replace</p> <p>FRONT HOUSING GROUP OF PARTS Front Housing   Internal cleaning Front Housing Cover Plate   Keep as it is</p> <p>MAIN HOUSING GROUP OF PARTS Main Housing   Internal cleaning Oil Strainer   Cleaning Oil Breather   Replace Oil Gauge   Remark the line of recommended oil level Bottom Cover   Internal cleaning Gear Pan   Keep as it is Instruction Plate   Keep as it is</p> <p>MANIFOLD GROUP OF PARTS Manifold   Keep as it is Come Home Access Plug   Keep as it is Oil Return Pipe Assembly   Blowing</p> <p>OUTPUT SHAFT GROUP OF PARTS Output Shaft   Check Run Out (minimum 2 point)</p>	1	LOT	58,800,000.00		58,800,000.00

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Q13676 PR479734, DC, SEAL & GASKET KIT; FOR MARINE TRANSMISSION TWIN DISC

Output Shaft Gear | Physical Check, Backlash Check  
 Output Flange | Run Out Radial and Axial, visual check spline connection and inspect for backlash  
 Output Flange Oil Seal | Replace  
 Output Shaft Roller Bearing | Check as found clearance (axial & radial) for data and Replace  
 Output Shaft Tapered Roller Bearing | Check as found clearance (axial & radial) for data and Replace

**FORWARD CLUTCH GROUP OF PARTS**

Forward Pinion Roller Bearing | Check as found clearance (axial & radial) for data and Replace  
 Clutch Spider | Internal cleaning and check for any damage in sintered metal & etc  
 Clutch Spider Ball Bearing | Check as found clearance (axial & radial) for data and Replace  
 Forward Clutch Shaft | Check Run Out (minimum 2 point), Check key taper for fit or damage condition  
 Forward Clutch Shaft Ball Bearing | Check as found clearance (axial & radial) for data and Replace  
 Clutch Plates | Replace all plates  
 Clutch Piston | Inspect for any damage  
 Piston Carrier | Internal cleaning and replace all of the piston rings  
 Hub and Back Plate | Inspect for any damage, Check key taper for fit or damage condition  
 Reverse Driving Gear Roller Bearing | Check as found clearance (axial & radial) for data and Replace  
 Reverse Driving Gear | Physical Check, Backlash Check

**REVERSE CLUTCH GROUP OF PARTS**

Reverse Pinion | Check backlash, visual check spline connection and inspect for backlash  
 Reverse Pinion Roller Bearing | Check as found clearance (axial & radial) for data and Replace  
 Clutch Spider | Internal cleaning and check for any damage in sintered metal & etc  
 Clutch Spider Ball Bearing | Check as found clearance (axial & radial) for data and Replace  
 Reverse Clutch Shaft | Check Run Out (minimum 2 point), Check key taper for fit or damage condition  
 Reverse Clutch Shaft Ball Bearing | Check as found clearance (axial & radial) for data and Replace  
 Clutch Plates | Replace all plates  
 Clutch Piston | Inspect for any damage  
 Piston Carrier | Internal cleaning and replace all of the piston rings  
 Hub and Back Plate | Inspect for any damage, Check key taper for fit or damage condition  
 Reverse Driven Gear Roller Bearing | Check as found clearance (axial & radial) for data and Replace  
 Reverse Driven Gear | Physical Check, Backlash Check

SELECTOR VALVE ASSEMBLY | Cleaning as required and conduct function test, rectify if there is anomaly

OIL PUMP ASSEMBLY | Cleaning as required and conduct function test, rectify if there is anomaly

**OTHERS**

Seal & Gasket | Replace all Seal & Gasket as per OEM recommendation  
 Lube Oil Line | Cleaning & Blowing all lube oil line  
 Lube Oil | Replace with the new one as per PT Badak

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Q13676 PR479734, DC, SEAL & GASKET KIT; FOR MARINE TRANSMISSION TWIN DISC

request  
 Run Out reference | Compare as per OEM Standards  
 Clearance reference | Set/Compare as per OEM Standards, install shim as required  
 FAT | Conduct FAT as per OEM Procedure (FAT Procedure should be prepared by vendor 2 weeks before it is done)  
 MNEMONIC :  
 PART#:

OFFER:  
 GENERAL OVERHAUL GEAR BOX MG-509 (DISMANTLE & ASSEMBLY INTERNAL STANDARD KIT); REPORTING GENERAL OVERHAUL; INSPECTION TEST PLANS WILL BE PROVIDED AFTER PO ANNOUNCEMENT.  
 SCOPE OF WORKS:

COMPONENTS | METHOD STATEMENT  
 DRIVE SPIDER PART  
 Driving Ring | NDT DPT, polish  
 Drive Spider | NDT DPT, polish, visual check spline connection and inspect for backlash  
 Rubber Block | Replace as required  
 Drive Spider Oil Seal | Replace

FRONT HOUSING GROUP OF PARTS  
 Front Housing | Internal cleaning  
 Front Housing Cover Plate | Keep as it is

MAIN HOUSING GROUP OF PARTS  
 Main Housing | Internal cleaning  
 Oil Strainer | Cleaning  
 Oil Breather | Replace  
 Oil Gauge | Remark the line of recommended oil level  
 Bottom Cover | Internal cleaning  
 Gear Pan | Keep as it is  
 Instruction Plate | Keep as it is

MANIFOLD GROUP OF PARTS  
 Manifold | Keep as it is  
 Come Home Access Plug | Keep as it is  
 Oil Return Pipe Assembly | Blowing

OUTPUT SHAFT GROUP OF PARTS  
 Output Shaft | Check Run Out (minimum 2 point)  
 Output Shaft Gear | Physical Check, Backlash Check  
 Output Flange | Run Out Radial and Axial, visual check spline connection and inspect for backlash  
 Output Flange Oil Seal | Replace  
 Output Shaft Roller Bearing | Check as found clearance (axial & radial) for data and Replace  
 Output Shaft Tapered Roller Bearing | Check as found clearance (axial & radial) for data and Replace

FORWARD CLUTCH GROUP OF PARTS  
 Forward Pinion Roller Bearing | Check as found clearance (axial & radial) for data and Replace  
 Clutch Spider | Internal cleaning and check for any damage in sintered metal & etc  
 Clutch Spider Ball Bearing | Check as found clearance (axial & radial) for data and Replace  
 Forward Clutch Shaft | Check Run Out (minimum 2 point), Check key taper for fit or damage condition  
 Forward Clutch Shaft Ball Bearing | Check as found clearance (axial & radial) for data and Replace

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Clutch Plates | Replace all plates  
 Clutch Piston | Inspect for any damage  
 Piston Carrier | Internal cleaning and replace all of the piston rings  
 Hub and Back Plate | Inspect for any damage, Check key taper for fit or damage condition  
 Reverse Driving Gear Roller Bearing | Check as found clearance (axial & radial) for data and Replace  
 Reverse Driving Gear | Physical Check, Backlash Check

**REVERSE CLUTCH GROUP OF PARTS**

Reverse Pinion | Check backlash, visual check spline connection and inspect for backlash  
 Reverse Pinion Roller Bearing | Check as found clearance (axial & radial) for data and Replace  
 Clutch Spider | Internal cleaning and check for any damage in sintered metal & etc  
 Clutch Spider Ball Bearing | Check as found clearance (axial & radial) for data and Replace  
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 Reverse Clutch Shaft Ball Bearing | Check as found clearance (axial & radial) for data and Replace  
 Clutch Plates | Replace all plates  
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 Piston Carrier | Internal cleaning and replace all of the piston rings  
 Hub and Back Plate | Inspect for any damage, Check key taper for fit or damage condition  
 Reverse Driven Gear Roller Bearing | Check as found clearance (axial & radial) for data and Replace  
 Reverse Driven Gear | Physical Check, Backlash Check

**SELECTOR VALVE ASSEMBLY** | Cleaning as required and conduct function test, rectify if there is anomaly

**OIL PUMP ASSEMBLY** | Cleaning as required and conduct function test, rectify if there is anomaly

**OTHERS**

Seal & Gasket | Replace all Seal & Gasket as per OEM recommendation  
 Lube Oil Line | Cleaning & Blowing all lube oil line  
 Lube Oil | Replace with the new one as per PT Badak request  
 Run Out reference | Compare as per OEM Standards  
 Clearance reference | Set/Compare as per OEM Standards, install shim as required  
 FAT | Conduct FAT as per OEM Procedure (FAT Procedure should be prepared by vendor 2 weeks before it is done)

Based on information user, there are 2 Gear Box will be Repaired.  
 So we will offer 2 Lot Job for 2 Gear Box

<b>TOTAL</b>	501,016,800.00
<b>OTHERS COST</b>	0.00
<b>DISCOUNT</b>	0.00
<b>PPN / TAX/VAT 11 %</b>	55,111,848.00
<b>GRAND TOTAL</b>	556,128,648.00

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Note to Supplier: -

- Mohon Mempercepat delivery
- Undangan, FAT disampaikan paling lambat 2 Minggu sebelum pelaksanaan
- Pengiriman material ke supplier menjadi tanggung jawab PTB.
- Pengiriman kembali ke Warehouse PTB menjadi tanggung jawab Supplier



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Terms of PO	
<p><b>1. BARANG</b> Semua barang harus dikirimkan sesuai dengan yang tercantum pada <i>Purchase Order</i> ("PO") ini. Penyimpangan dari yang tercantum pada PO tidak diijinkan tanpa persetujuan tertulis dari PT Badak NGL.</p> <p><b>2. PENGIRIMAN</b></p> <p>2.1 Pemasok harus mengirimkan barang-barang dan melaksanakan jasa instalasi (apabila ada) paling lambat sesuai dengan tanggal pengiriman dan tanggal instalasi yang dijanjikan dalam PO.</p> <p>2.2 Apabila barang yang dikirim setelah tanggal pengiriman yang dijanjikan, maka Pemasok dikenakan denda sebesar 0,2% (nol koma dua persen) untuk setiap hari keterlambatan dengan denda maksimal 5% (lima persen) dari harga barang yang belum diterima. Jika denda kurang dari Rp 100.000,00 atau USD 10,00, maka denda dibebaskan.</p> <p>2.3 Apabila pekerjaan instalasi barang (apabila ada) dilaksanakan setelah tanggal instalasi yang dijanjikan, maka Pemasok dikenakan denda sebesar 0,2% (nol koma dua persen) untuk setiap hari keterlambatan dengan denda maksimal 5% (lima persen) dari harga pekerjaan instalasi. Jika denda kurang dari Rp 100.000,00 atau USD 10,00, maka denda dibebaskan</p> <p>2.4 Tanpa mengurangi ketentuan pasal 2.2 dan 2.3 di atas, jika dalam waktu 25 (dua puluh lima) hari kalender setelah tanggal pengiriman atau pekerjaan instalasi (jika ada) barang yang dijanjikan ternyata barang belum dikirim atau diinstal (tanpa pemberitahuan sebelumnya dari Pemasok dan disetujui oleh PT Badak NGL), maka PT Badak NGL berhak secara sepihak untuk membatalkan pesanan PO</p> <p>2.5 Selain denda yang dikenakan sebagai akibat dari keterlambatan, maka Pemasok juga dikenakan poin hukuman sesuai tabel kelalaian.</p> <p>2.6 Jika Pemasok tidak dapat mengirimkan dan/atau melakukan instalasi (jika ada) barang-barang sesuai dengan PO, maka PT Badak NGL berhak untuk secara sepihak membatalkan PO tersebut. Jaminan Pelaksanaan akan diuangkan dan menjadi milik PT Badak NGL.</p> <p>2.7 Pekerjaan instalasi di PT Badak NGL oleh Pemasok harus mengikuti CSMS (Contractor Safety Management System).</p> <p><b>3. PENGEPAKAN DAN PENGEMASAN</b> Pengepakan harus kuat dan layak laut / sesuai dengan cara-cara praktis transportasi dan pembongkaran yang berlaku di Indonesia. Semua bahan kemasan, kotak, peti dan lain yang dianggap perlu telah termasuk dalam harga barang yang telah disetujui.</p> <p><b>4. HARGA</b> Untuk PO dengan titik pengiriman di Indonesia, harga yang disebutkan dalam PO sudah termasuk pajak, tetapi pajaknya akan dipisahkan dari harga barang yang dipesan.</p> <p><b>5. TUNTUTAN PIHAK KETIGA</b> Pemasok menjamin bahwa PT Badak NGL dibebaskan dari semua klaim apapun dari pihak ketiga terkait dengan pesanan.</p>	<p><b>1. GOODS</b> All items must be delivered in accordance with the details contained in this Purchase Order ("PO"). Deviation are not permitted without the written consent of PT Badak NGL.</p> <p><b>2. DELIVERY</b></p> <p>2.1 Supplier must deliver and install (if any) the goods at the latest according to promised delivery date and installation date specified in the PO.</p> <p>2.2 When the goods delivered after promised delivery date, then the Supplier liable to a fine of 0.2% (zero point two percent) for each day of delay with maximum fines of 5% (five percent) of the price of goods that have not been received. If the fine is less than IDR 100,000.00 or USD 10.00, then fine waived.</p> <p>2.3 When installation work (if any) performed after promised installation date, then the Supplier liable to a fine of 0,2% (zero point two percent) for each day of delay with maximum fines of 5% (five percent) of the price of installation work. If the fine is less than IDR 100,000.00 or USD 10,00 then fine waived.</p> <p>2.4 Without prejudice article 2.2 and 2.3 above, If within 25 (twenty five) calendar days after the promised date or installation date (if any) the goods not yet delivered or installed (without any prior notice from Supplier and approved by PT Badak NGL), then PT Badak NGL shall reserve right to cancel the PO unilaterally.</p> <p>2.5 In addition to fines imposed as a result of delays, then the Supplier is also subject to penalty points according to omission table.</p> <p>2.6 If Supplier can not deliver and/or install the goods in accordance with PO, then PT Badak NGL reserves the right to unilaterally cancel the PO. Performance Bond will cashed and become property of PT Badak NGL.</p> <p>2.7 Any installation work within PT Badak NGL (if any) by the Supplier shall follow the CSMS (Contractor Safety Management System).</p> <p><b>3. PACKING AND PACKAGING</b> Packing should be strong and seaworthy / according to the practical ways of transporting and dismantling applicable in Indonesia. All packing materials, boxes, crates and other deemed necessary have been included in the price of goods that have been approved.</p> <p><b>4. PRICE</b> For PO with delivery points in Indonesia, the price stated in the PO has included tax, but tax element will be separated from the price of goods ordered.</p> <p><b>5. CLAIMS OF THIRD PARTIES</b> Supplier guarantees that PT Badak NGL free of all claims whatsoever of any third party associated with the order.</p>

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**6. PEMERIKSAAN.**

Barang akan diperiksa selama penerimaan dan jika tidak memenuhi persyaratan yang ditentukan dalam PO, maka barang akan dikembalikan ke Pemasok dan semua biaya kerugian yang terjadi adalah tanggung jawab Pemasok.

**7. PENAGIHAN**

7.1 Kecuali ditentukan lain oleh PT Badak NGL, penagihan dapat dilakukan setelah Pemasok memberikan semua barang dan/atau melaksanakan instalasi (jika ada) dalam keadaan baik dan benar yang dibuktikan dengan *Delivery Order* ("DO") atau *Material Receiving Report* ("MRR") dan berita acara pekerjaan instalasi (jika ada) yang telah di cap dan disahkan oleh Pejabat Receiving PT Badak NGL atau Freight Forwarder yang ditunjuk oleh PT Badak NGL.

7.2 Apabila Pemasok gagal mengajukan tagihan atas seluruh sisa tagihan yang menjadi haknya berdasarkan dokumen PO ini kepada PT Badak NGL dalam jangka waktu maksimal 90 (sembilan puluh) hari kalender sejak ditandatanganinya DO atau MRR atau Berita Acara Serah Terima (mana yang paling akhir diterbitkan), maka Pemasok dapat dikenakan denda keterlambatan penagihan sebesar 0,1% (nol koma satu persen) per hari dengan denda maksimum 5% dari total jumlah tagihan yang terlambat ditagihkan.

7.3 Tanpa mengurangi ketentuan terkait pengenaan denda atas keterlambatan penagihan diatas, PT Badak NGL tidak memiliki kewajiban untuk membayarkan tagihan yang diajukan oleh Pemasok dalam waktu melebihi 180 (seratus delapan puluh) hari setelah sejak ditandatanganinya DO atau MRR atau Berita Acara Serah Terima atau berita acara penyelesaian pekerjaan instalasi (mana yang paling akhir diterbitkan). Dalam keadaan demikian, Pemasok dengan ini mengesampingkan haknya untuk menerima pembayaran atas harga tagihan yang terlambat dari PT Badak NGL serta mengesampingkan hak nya untuk menuntut ganti rugi, biaya, dan bunga dari PT Badak NGL sehubungan dengan tidak dibayarnya tagihan yang terlambat oleh PT Badak NGL tersebut.

Pemasok memahami pentingnya pengajuan tagihan dilakukan secara tepat waktu dan sesuai dengan tata cara yang ditentukan dalam Perjanjian ini, dan bahwa jangka waktu 180 (seratus delapan puluh) hari adalah waktu yang lebih dari cukup untuk pengajuan tagihan tersebut. Untuk itu, Pemasok tidak akan mengajukan tuntutan atau upaya hukum apapun untuk membatalkan atau menganulir ketentuan bagian ini.

Barang dan atau jasa yang telah diserahkan kepada PT Badak NGL sepenuhnya menjadi milik dan hak PT Badak NGL. Pemasok dalam keadaan apapun tidak akan melakukan upaya hukum atau tindakan apapun dan melepaskan haknya untuk melakukan tuntutan terhadap kepemilikan barang dan atau jasa yang telah diserahkan kepada PT Badak NGL.

7.4 PT Badak NGL berhak untuk memotong uang yang terutang oleh Pemasok kepada PT Badak NGL berdasarkan PO ini dari pembayaran yang harus dilakukan oleh PT Badak NGL kepada Pemasok berdasarkan PO ini. PT Badak NGL juga berhak untuk menahan atau memotong uang yang harus dibayarkan kepada Pemasok berdasarkan suatu perjanjian/kontrak/pesanan pembelian lainnya dengan PT Badak NGL sebagai pemotongan utang Pemasok kepada PT Badak NGL berdasarkan PO ini.

**6. EXAMINATION.**

Goods will be checked during delivery and when it does not meet the requirements specified in the PO, then the goods will be returned to the Supplier and all costs also losses incurred are responsibility of Supplier.

**7. BILLING**

7.1 Unless otherwise specified by PT Badak NGL, billing can be done after Supplier deliver all goods and/or installation work (if any) in good working order and properly as evidenced by Delivery Order ("DO") or Material Receiving Report ("MRR") or installation work completion certificates (if any) that has been in the stamp and authorized by Receiving Official of PT Badak NGL or the Freight Forwarder appointed by PT Badak NGL.

7.2 If the Supplier fail to bill all remaining invoice based on this PO document to PT Badak NGL within a maximum period of 90 (ninety) calendar days from the signing date of the DO or MRR or Handover Certificate (whichever is the latest issued) , then the Supplier could be imposed a fine of 0.1% (zero point one percent) for each day of delay with maximum fines of 5% (five percent) of the total amount of invoices that have not billed by the Supplier.

7.3 Without prejudice to the provisions related to the imposition of fines for late billing above, PT Badak NGL shall have no obligation to pay billing submitted by Supplier within more than 180 (one hundred and eighty) days after the signing of DO or MRR or Minutes of Handover Certificate or installation work completion certificates (whichever is the latest issued). In such circumstances, the Supplier hereby waives his right to receive payment for the price of the goods from PT Badak NGL and waives his right to claim compensation, costs and interest from PT Badak NGL in connection with the non-payment of the price of the goods by PT Badak NGL.

The Supplier understands the importance of submitting billing in a timely manner and in accordance with the procedures specified in this Agreement, and that a period of 180 (one hundred and eighty) days is more than sufficient time to submit such invoices. For this reason, the Supplier will not file any lawsuit or remedy to cancel or annul the provisions of this section

The goods and services that have been handed over to PT Badak NGL are fully the property and rights of PT Badak NGL. Under no circumstances the Supplier will take any legal action or take any action and waive his right to claim ownership of the goods and or services that have been handed over to PT Badak NGL.

7.4 PT Badak NGL shall have the right to offset monies owed to PT Badak NGL by Supplier under this PO against payments due to Supplier by PT Badak NGL under this PO. PT Badak NGL shall also be entitled to withhold or deduct monies due to Supplier under any other agreements/contracts/purchase order with PT Badak NGL as set off against debts owed by Supplier to PT Badak NGL under this PO

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### 8. GARANSI

- 8.1 Pemasok harus memastikan bahwa barang / peralatan yang dikirim dan jasa pekerjaan instalasi (if any) yang dilakukukan memenuhi spesifikasi yang dibutuhkan dan tidak memiliki cacat bahan atau cacat teknis.
- 8.2 Termasuk garansi purna jual untuk peralatan, jika disyaratkan pada PO atau dinyatakan dalam penawaran.

### 9. KEASLIAN (ORIGINAL)

Suku cadang / Bahan / Peralatan dikirim harus Genuine (asli) dan kondisi baru (bukan barang bekas atau barang rekondisi). Apabila diminta oleh PT Badak NGL, Pemasok juga wajib memberikan dokumen resmi yang menunjukkan keaslian dari Suku cadang / Bahan / Peralatan yang dikirim tersebut

### 10. KEADAAN KAHAR

- 10.1 Definisi Keadaan Kahar adalah takdir Allah, gempa bumi, epidemi, kebakaran, perang, kerusuhan, pemogokan dan peraturan pemerintah yang berkaitan langsung dengan pengiriman barang sesuai PO.
- 10.2 Dalam kejadian Keadaan Kahar, Pemasok wajib memberitahukan PT Badak NGL secara tertulis dan dengan bukti tertulis dari instansi berwenang selambat-lambatnya 3 X 24 jam untuk mendapatkan resolusi lebih lanjut.
- 10.3 Dalam kejadian Keadaan kahar, baik Pemasok dan PT Badak NGL dibebaskan dari tanggung jawab masing-masing pihak.

### 11. PERUBAHAN PEMBELIAN PESANAN

Setiap perubahan PO harus disetujui secara tertulis oleh kedua belah pihak, kecuali keputusan sepihak oleh PT Badak NGL sesuai ketentuan PO ini, dalam hal ini tidak memerlukan persetujuan dari Pemasok.

### 12. PERSETUJUAN PEMBELIAN PESANAN

Sebagai konfirmasi persetujuan Pemasok, Pemasok harus menandatangani PO eksemplar ke- 2 (dua) di atas meterai (khusus untuk Pemasok Indonesia) dan kembali ke Procurement Section / Procurement Support dalam waktu 5 (lima) hari kerja setelah PO diterima. Bila waktu tersebut terlampaui maka PT Badak NGL berhak untuk secara sepihak membatalkan PO tersebut.

### 13. PENYELESAIAN SENGKETA

- 13.1 Dalam hal terjadi perselisihan antara PT Badak NGL dan Pemasok, akan diselesaikan melalui musyawarah untuk mencapai kesepakatan.
- 13.2 Jika tidak tercapai kesepakatan melalui musyawarah kedua belah pihak sepakat untuk menyelesaikan melalui Pengadilan Negeri Bontang.

### 8. WARRANTY

- 8.1 Supplier shall ensure that the goods / equipment delivered and installation works performed meets the required specification and has no material defect or technical defects.
- 8.2 Including after-sales warranty for the equipment, if required by the PO or stated in the bidding.

### 9. GENUINITY (ORIGINAL)

Spare parts / Materials / Equipment delivered must be Genuine (original) and a new condition (not used or not reconditioned goods). If requested by PT Badak NGL, Supplier is also obliged to provide the official document that can prove the originality of the delivered Spare parts / Materials / Equipment.

### 10. FORCE MAJEURE

- 10.1 The definition of Force Majeure is the act of God, earthquake, epidemic, fire, war, riot, strike and government regulations are directly related to the delivery of goods in the PO.
- 10.2 In the case of Force Majeure situation arises, Supplier shall notify in writing and with written proof from the competent authority to PT Badak NGL no later than 3 X 24 hours to get a further resolution.
- 10.3 In case of Force Majeure, both Supplier and PT Badak NGL freed from the responsibility of each party.

### 11. PURCHASE ORDER CHANGES

Any change of the PO must be approved in writing by both parties, except for unilateral termination by PT Badak NGL in accordance with this PO, it does not require the approval of Supplier.

### 12. APPROVAL OF PURCHASE ORDER

As confirmation of approval of the terms PO Supplier, Supplier shall sign the PO within 2 (two) copies on stamp duty (special for Indonesian Supplier) and returned to the Procurement Section / Procurement Support within 5 (five) working days after the PO is received. When the time is exceeded then the PT Badak NGL reserves the right to unilaterally cancel the PO.

### 13. SETTLEMENT OF DISPUTES

- 13.1 In the event of a dispute between PT Badak NGL and Suppliers, attempted resolution by consensus to reach agreement.
- 13.2 If no agreement is reached by consensus the two sides agreed to settle through Bontang District Courts.

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**14. ETIKA BISNIS, ANTI SUAP DAN ANTI KORUPSI**

- 14.1 Pekerja PT Badak NGL dan/atau Pemasok tidak menerima atau memberikan hadiah atau bentuk lain dari gratifikasi dalam menjalankan bisnis kaitannya dengan perjanjian ini.
- 14.2 Pemasok setuju dan mematuhi sehubungan dengan PO dan transaksi yang terkait dengan PO, bahwa akan mematuhi hukum yang berlaku, aturan, peraturan dan keputusan atau perintah dari PT Badak NGL yang melarang suap atau uang pelicin sehubungan dengan operasi bisnis PT Badak NGL oleh beberapa pihak terkait yang menyediakan barang atau jasa untuk PT Badak NGL. Oleh karena itu Penyedia Barang menyatakan dan menjamin bahwa akan memenuhi dan akan mematuhi segala hal tentang pencucian uang dan Undang- undang Anti Korupsi yang berlaku untuk segala pihak dan akan mematuhi segala aturan PT Badak NGL sehubungan dengan PO ini.

**15. LAIN-LAIN**

Jika terdapat perbedaan penafsiran mengenai hal-hal yang diatur dalam 2 (dua) bahasa tersebut, maka yang digunakan adalah yang tertulis dalam bahasa Indonesia dan hukum Negara Kesatuan Republik Indonesia.

**14. BUSINESS ETHICS, ANTI BRIBERY AND CORRUPTION**

- 14.1 PT Badak NGL's employees and/or Supplier are not to receive or to grant any gift or any other form of gratuity in conducting business in relation with any agreements made with PT Badak NGL.
- 14.2 Supplier agrees and undertakes that in connection with this PO and the transactions contemplated by this PO, it will comply with all applicable laws, rules, regulations, decrees and/or official governmental orders of the PT Badak NGL expressly prohibits payment of bribes and also payment of any so-called "facilitation" or "grease" payments in connection with PT Badak NGL's business operations by any party engaged to provide goods or services to PT Badak NGL. Therefore, the Supplier represents and warrants that it has complied and shall comply with all anti-money laundering and anti-corruption laws applicable to either party and that it will adhere to the principles of PT Badak NGL's Code of Conduct in connection with the PO.

**15. OTHERS**

If there are differences of interpretation in connection with things that set in 2 (two) languages, then the languages used is Indonesia language and the law of Republic Indonesia.