Service Contract

For Coal Conveyor Belt Scale Calibration

Contract No.: GEB-2026-S-086

This Contract ("Contract") is entered into on [ ] by and between:

Party A (Company):

Name: PT. General Energy Bali

Registered Address: Desa Celukan Bawang, Kecamatan Gerokgak, Kabupaten, Buleleng, Bali, 81155 Indonesia

Party B (Contractor):

Name:

Registered Address:

The Company and the Contractor are hereinafter individually referred to as a "Party" and collectively as the "Parties".

The Parties agree as follows:

Contract Documents

The following documents (collectively, the "Contract Documents") form an integral part of this contract and shall be read and construed as one instrument. In the event of any inconsistency among the Contract Documents, the following order of precedence shall apply:

(a) This Contract

(b) Technical Specification (Appendix A)

(c) Price Schedule (Appendix B)

(d) Payment Schedule (Appendix C)

(e) Any written clarification, correspondence or other document expressly identified by the Parties as forming part of this contract.

Article 1

Scope of Works

1.1 Works

The Contractor shall perform the works described in Appendix A (Technical Specification) ("works") in accordance with this contract, the Technical Specification, applicable laws and regulations of the Republic of Indonesia, and good industry practice.

1.2 Site

The Works shall be performed at: Desa Celukan Bawang, Kecamatan Gerokgak, Kabupaten,

Buleleng, Bali, 81155 lndonesia

1.3 Service Period

The Service Period shall be fifteen (15) calendar days commencing from the Commencement Date, unless otherwise agreed in writing by the Parties.

The Commencement Date shall be notified by the Company in writing.

1.4 Contractor's Review

Before submitting its quotation, the Contractor confirms that it has carefully reviewed this contract, the Technical Specification and all information made available by the Company.

The Contractor further confirms that it has made all reasonable enquiries regarding the Site conditions, working environment, access requirements and other circumstances that may affect the performance of the Works. The Contractor shall be deemed to have taken all such matters into account when preparing its quotation.

1.5 Included Works

The Contractor shall perform all work reasonably necessary for the proper and complete execution of the Works, whether or not every activity is expressly described in the Technical Specification.

Any work, labour, supervision, equipment, tools, consumables or incidental items reasonably required for the proper completion of the Works shall be deemed to be included in the Contract Price unless expressly excluded in this contract.

Article 2

Responsibilities of the Parties

2.1 Responsibilities of the Company

The Company shall:

(a) provide the Contractor with reasonable access to the Site for the performance of the Works;

(b) provide the drawings, technical documents and information reasonably required for the performance of the Works, where such documents are under the Company's control;

(c) arrange, where applicable, the necessary site access permits, work permits and hot work permits in accordance with the Company's site procedures;

(d) provide the Contractor with the Company's HSE induction and site safety requirements before commencement of the Works;

(e) inspect and evaluate the Contractor's performance and verify completion of the Works in accordance with this contract;

(f) make payment to the Contractor in accordance with the payment terms set out in this contract.

2.2 Responsibilities of the Contractor

The Contractor shall:

(a) perform the Works with due skill, care and diligence and in accordance with good industry practice;

(b) provide competent personnel possessing the qualifications, experience and certifications required for the Works and by applicable laws;

(c) ensure that its personnel comply with the Company's site rules, HSE requirements and all lawful instructions issued by the Company relating to safety and site management;

(d) provide all labour, supervision, tools, equipment, consumables and other resources necessary for the proper performance of the Works unless otherwise specified in Appendix A;

(e) obtain and maintain, at its own cost, all insurance required under applicable laws and this contract;

(f) be solely responsible for the safety, supervision and conduct of its personnel while performing the Works;

(g) immediately notify the Company of any accident, unsafe condition or incident occurring during performance of the Works;

(h) protect the Company's facilities, equipment, buildings and other property from loss or damage arising from the Contractor's performance of the Works;

(i) keep the Site clean and orderly throughout the Service Period and remove all waste materials, debris, temporary facilities and equipment upon completion of the Works;

(j) promptly rectify, at its own cost, any defects or deficiencies identified by the Company that are attributable to the Contractor.

2.3 Personnel

The Contractor shall not replace its key personnel without the Company's prior written approval where such personnel have been specifically identified in the Contract or the Technical Specification.

Replacement personnel shall possess qualifications and experience equal to or better than those of the personnel being replaced.

2.4 Compliance with Laws

Each Party shall comply with all applicable laws and regulations of the Republic of Indonesia in performing its obligations under this contract.

The Contractor shall obtain and maintain all permits, licences and approvals required for its performance of the Works unless this contract expressly provides otherwise.

2.5 Safety

The Contractor acknowledges that safety is of paramount importance during the performance of the Works.

The Contractor shall comply with all applicable occupational health, safety and environmental laws and with the Company's HSE management system.

The Company may suspend any work that, in its reasonable opinion, presents an immediate risk to health, safety, property or the environment. Such suspension shall not relieve the Contractor of its obligations under this contract.

Article 3

Acceptance and Warranty

3.1 Completion of the Works

Upon completion of the Works, the Contractor shall notify the Company in writing and submit all documents required under this contract, including any completion records, inspection reports, test results and other deliverables specified in the Technical Specification.

3.2 Acceptance

Within a reasonable period after receiving the Contractor's notice of completion, the Company shall inspect the Works to determine whether they have been completed in accordance with this contract and the Technical Specification.

If the Works comply with the requirements of this contract, the Company shall issue an Acceptance Certificate.

The issuance of the Acceptance Certificate shall not relieve the Contractor of its obligations under this contract, including its warranty obligations.

3.3 Defective Works

If the Company identifies any defects, deficiencies or non-conforming work during the acceptance inspection, the Company may reject the Works in whole or in part and notify the Contractor in writing.

The Contractor shall promptly rectify such defects or deficiencies at its own cost within the period reasonably specified by the Company.

The Contractor shall not be entitled to any additional payment or extension of the Service Period arising from such rectification.

3.4 Warranty

The Contractor warrants that the Works shall:

(a) comply with this contract and the Technical Specification;

(b) be performed with due skill, care and diligence in accordance with good industry practice; and

(c) be free from defects arising from the Contractor's workmanship, materials or failure to comply with this contract.

The Warranty Period shall be twelve (12) months commencing from the date of the Acceptance Certificate unless otherwise specified in the Agreement Particulars.

3.5 Warranty Obligations

If any defect covered by the warranty is identified during the Warranty Period, the Contractor shall, upon receipt of the Company's written notice, promptly repair, replace or re-perform the affected Works at its own cost.

If the Contractor fails to do so within a reasonable period, the Company may arrange for the necessary remedial work to be carried out by others, and the Contractor shall reimburse the Company for all reasonable costs incurred.

3.6 Expiry of Warranty

Upon expiry of the Warranty Period, and provided that all warranty obligations have been fulfilled, the Company shall release any retention money (if applicable) in accordance with this contract.

Where required by the Company's internal procedures, the Company may issue a Warranty Completion Certificate as confirmation that the Contractor has fulfilled its warranty

obligations.

Article 4

Contract Price and Payment

4.1 Contract Price

The Contract Price shall be the lump sum amount specified in this contract.

Unless expressly provided otherwise, the Contract Price shall be firm and fixed throughout the performance of this contract and shall be deemed to include all labour, supervision, equipment, tools, materials, consumables, transportation, accommodation, insurance, permits, overhead, profit, taxes, duties, fees and all other costs necessary for the proper performance and completion of the Services.

The Contractor shall not be entitled to any increase in the Contract Price except for a Variation approved in accordance with this contract.

4.2 Taxes

The Contractor shall be solely responsible for determining, reporting and paying all taxes, duties and other governmental charges applicable to it under the laws and regulations of the Republic of Indonesia.

The Contractor represents and warrants that all information provided regarding its tax status, tax obligations and eligibility for any tax exemption or tax incentive is true, accurate and complete.

If the Contractor fails to comply with its tax obligations or provides inaccurate or misleading tax information, resulting in the Company incurring any taxes, penalties, interest, liabilities, losses or expenses, the Contractor shall fully indemnify and hold harmless the Company against all such amounts, including reasonable legal and professional fees.

The Contractor's obligations under this Clause shall survive the termination or expiry of this contract.

4.3 Measurement and Payment Terms

The Client shall make payment in accordance with the payment schedule set out in Appendix C.

Each payment shall be subject to the Contractor's submission of:

(a) a valid invoice;

(b) the Acceptance Certificate or other supporting documents specified in Appendix B; and

(c) any other documents reasonably required under this contract.

Payment shall be made within the period specified in Appendix B after the Client's receipt of the required documents.

4.4 Set-off

The Company may deduct from any amount payable to the Contractor any amount that is due and payable by the Contractor to the Company under this contract.

Any such deduction shall not prejudice any other rights or remedies available to the Company.

Article 5

Variations

5.1 Variation Instruction

The Company may, at any time during the performance of the Works, instruct or approve reasonable changes to the scope, quantity, sequence, method or timing of the Works (each a "Variation").

No Variation shall be effective unless confirmed in writing by the Company.

5.2 Contractor's Obligations

Upon receipt of a proposed Variation, the Contractor shall promptly notify the Company of any anticipated impact on the Contract Price or the Service Period.

The Contractor shall not proceed with any Variation that may affect the Contract Price or the Service Period until the Parties have agreed in writing on the corresponding adjustment, unless otherwise instructed by the Company for safety or emergency reasons.

5.3 Pricing of Variations

Where a Variation results in an adjustment to the Contract Price, the adjustment shall be determined by mutual agreement based on:

(a) the rates and prices set out in this contract, where applicable;

(b) comparable market rates; or

(c) reasonable actual costs plus the agreed profit margin,

in that order of priority.

5.4 No Implied Variations

The Contractor shall not be entitled to any additional payment, extension of time or other compensation unless the Variation has been approved in writing by the Company.

The Contractor's performance of any additional work without such written approval shall be deemed to have been performed at the Contractor's own cost and risk.

5.5 Minor Adjustments

The Company may issue reasonable instructions concerning the coordination, sequencing, scheduling or inspection of the Works.

Provided that such instructions do not materially change the scope of the Works, they shall not constitute a Variation and shall not entitle the Contractor to any adjustment of the Contract Price or the Service Period.

Article 6

Liability for Breach and Termination

6.1 Liability for Breach

Each Party shall be liable for the direct losses suffered by the other Party arising directly from its breach of this contract.

Except as otherwise expressly provided in this contract, neither Party shall be liable to the

other for any indirect, consequential or punitive damages, including loss of profit, loss of production or loss of business opportunity, except where such liability arises from fraud, wilful misconduct or gross negligence or cannot be excluded under applicable law.

This Clause shall not limit the Contractor's liability for the cost of repairing defective Works, completing the Works, reimbursing amounts properly recoverable under this contract, or paying liquidated damages expressly provided herein..

6.2 Delay in Performance

The Contractor shall complete the Works within the Service Period specified in this contract.

If the Contractor anticipates any delay, it shall promptly notify the Company in writing, stating the reasons for the delay and the proposed recovery measures.

Where the delay is attributable to the Contractor, the Contractor shall take all reasonable measures to minimise the delay and its consequences at its own cost.

If liquidated damages for delay are specified in the Contract, the Company shall be entitled to recover such liquidated damages in accordance with this contract.

6.3 Failure to Remedy

If either Party commits a material breach of this contract, the non-defaulting Party may require the defaulting Party to remedy the breach within a reasonable period specified in a written notice.

If the defaulting Party fails to remedy the breach within such period, the non-defaulting Party may exercise any rights available under this contract or applicable law, including termination of this contract.

6.4 Company's Right to Perform or Engage Others

If the Contractor fails to perform the Works, fails to remedy defective Works or otherwise fails to fulfil its obligations under this contract, the Company may, after giving reasonable written notice, perform the relevant work itself or engage a third party to do so.

The Contractor shall reimburse the Company for all reasonable costs thereby incurred to the extent that such failure is attributable to the Contractor.

6.5 Termination for Cause

The Company may terminate this contract immediately by written notice if the Contractor:

(a) commits a material breach of this contract and fails to remedy such breach within the required period;

(b) abandons or suspends the Works without reasonable justification;

(c) becomes insolvent, enters liquidation or bankruptcy proceedings or ceases its business operations; or

(d) repeatedly fails to comply with the Company's HSE requirements where such failure creates a serious safety risk.

6.6 Obligations upon Termination

Upon termination or expiry of this contract, the Contractor shall promptly:

(a) stop the Works except as otherwise instructed by the Company;

(b) remove its personnel, equipment and temporary facilities from the Site;

(c) return all documents, drawings and property belonging to the Company; and

(d) cooperate with the Company in an orderly handover of the completed and incomplete Works.

Termination shall not affect any rights or obligations that have accrued before the effective date of termination.

Article 7

General Provisions

7.1 Confidentiality

Each Party shall keep confidential all technical, commercial and other information obtained from the other Party in connection with this contract ("Confidential Information").

Neither Party shall disclose any Confidential Information to any third party except:

(a) with the prior written consent of the other Party;

(b) where disclosure is required by applicable law or a governmental authority; or

(c) to its professional advisers, auditors, insurers or affiliated companies on a need-to-know basis, provided that such persons are subject to confidentiality obligations.

The receiving Party shall use the Confidential Information solely for the purpose of performing this contract.

The obligations under this Clause shall survive for five (5) years after the expiry or termination of this contract.

7.2 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this contract to the extent caused by a Force Majeure Event.

The affected Party shall notify the other Party in writing as soon as reasonably practicable after becoming aware of the Force Majeure Event and shall use reasonable efforts to mitigate its effects.

If the Force Majeure Event continues for more than ninety (90) consecutive days, either Party may terminate this contract by written notice without liability, except for obligations accrued before the date of termination.

7.3 Notices

Any notice or other communication under this contract shall be made in writing and delivered by hand, courier, registered mail or email to the addresses specified in this contract or to any updated address notified by either Party.

A notice shall be deemed received:

(a) if delivered by hand, on the date of delivery;

(b) if sent by courier or registered mail, on the date of recorded delivery; and

(c) if sent by email, upon confirmation that the email has been successfully transmitted, unless the sender receives an error notification indicating that delivery has failed.

Notices may also be delivered through WhatsApp or other electronic messaging platforms agreed by the Parties, provided that:

(a) the message is sent to the designated account specified by the receiving Party;

(b) receipt of the message is acknowledged by the receiving Party; or

(c) the sender can reasonably demonstrate that the message has been successfully delivered.

7.4 Governing Law

This contract shall be governed by and construed in accordance with the laws of the Republic of Indonesia.

7.5 Dispute Resolution

The Parties shall first attempt to resolve any dispute arising out of or in connection with this contract through good faith negotiations.

If the dispute is not resolved within thirty (30) days after one Party gives written notice of the dispute, either Party may submit the dispute to the competent court having jurisdiction over the Company's registered office.

Pending the final resolution of the dispute, the Parties shall continue to perform their respective obligations under this contract to the extent practicable.

7.6 Entire Agreement

The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter of this contract and supersede all prior oral and written communications not forming part of the Contract Documents.

7.7 Amendments

No amendment or modification to this contract shall be valid unless made in writing and signed by the duly authorised representatives of both Parties.

7.8 Assignment

Neither Party may assign or transfer any of its rights or obligations under this contract without the prior written consent of the other Party, except that the Company may assign this contract to any of its affiliated companies upon written notice to the Contractor.

7.9 Severability

If any provision of this contract is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

The Parties shall replace the invalid provision with a valid provision that most closely reflects the original commercial intent.

7.10 Language

This contract is executed in English and Indonesian.

In the event of any inconsistency between the two language versions, the English version shall prevail, unless otherwise required by the mandatory laws of the Republic of Indonesia.

7.11 Counterparts

This contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same Agreement.

Electronic signatures or scanned copies exchanged electronically shall have the same legal effect as original signatures, to the extent permitted by applicable law.

7.12 Effectiveness

This contract shall become effective on the date it is signed by the duly authorised representatives of both Parties.

Party A	Party B
Name of The Company(seal): PT. General Energy Bali	Name of the Contractor (seal):
Company Address:Desa Celukan Bawang, Kecamatan Gerokgak, Kabupaten, Buleleng, Bali, 81155 Indonesia	Company Address:
Legal representative or entrusted agent:	Legal representative or entrusted agent:
Tel:	Tel:
Bank Name: Bank Central Asia- KCU Singaraja	Bank Name:
Bank Account:	Bank account (IDR):
Bank Code:	Bank Code:
Tax Code:	Tax Code:
Date:	Date:

Appendix B-Price Schedules

Appendix-C Payment Schedule

The contract payment shall be made in a lump sum amount as described in the flowing table.

No.	Description	Percentage (%)	Amount (IDR)	Payment Conditions
2	Lump sum payment	100%		Payment will be made in 60 days upon total completion of the job and issurance of "Acceptance Certificate" and 100% amount correct invoice and any other necessary supporting documents
	TOTAL	**100%**		