

### Performance Bond

That [insert name of the Contractor], domiciled in [insert registered address of the Contractor] (hereinafter referred to as the "Contractor") has signed agreement No. [insert contract number] date [insert date] with PT DSSP Power Kendari, (hereinafter referred to as the "Company") regarding Overhaul Services (the "Work") (the agreement together with any appendices, amendments and additions to the agreement hereinafter referred to as the "Contract").

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In accordance with the terms and conditions stated in the Contract, the Contractor is obliged to provide and submit to the Company a performance bond in the amount of [insert value] (said [insert said value]) or in the amount of 10% (ten percent) of the total Work Value of the Contract to guarantee the performance of the Contractor's work in accordance with the Contract during the period of execution of the Contract.

We, [insert name of the Bank] domiciled in [insert registered address of the Bank], agree to issue this performance bond on behalf of the Contractor to ensure the performance of the obligations of the Contractor during the period of the execution of the Contract, and we hereby declare and agree to unconditionally and irrevocably pay to the Company an amount up to [insert value] (said [insert said value]) upon receipt of your request letter stating that the Contractor has failed to perform its obligations under the Contract above and the respect in which the Contractor is in breach.

The disbursement of this guarantee under this performance bond can be done partially.

We have the right, and will only rely, on payment requests submitted by the Company under this performance bond and as such there is no obligation for us to carry out inspections, and we will not inquire, regarding anything in connection with the payment requests.

We hereby waive all rights that we may have that require the Company to take legal steps and request equivalent compensation to the Contractor in advance through submissions, requests, prosecutions, notifications or in any form.

This performance bond is effective as of the date of issuance of this performance bond and will remain in effect until whichever of the following occurs earlier:

1. payment to the Company for the entire amount of funds stated in this performance bond;
2. a written letter regarding the release of liability from the Company to the Contractor from all liability of the Contractor under the Contract;
3. settlement of all obligations, pursuant to the Contract; or
4. [insert date].

Payments from us under this performance bond will be paid through the bank account designated by the Company, without any withholding of taxes, fees, charges, demands, or any withholding, income tax, whether current or future, in connection therewith.

We hereby agree that the Contract may be changed, amended or added without our consent in any form and we agree that such changes, amendments or additions will not remove and affect our liability under this performance bond.

Our obligations hereunder are continuous, absolute and unconditional regardless of the validity, incompetence, enforceability or value of the Contract, and shall not in any way be affected by any act or

circumstance which may give rise to a legal disclaimer or defense of the guarantor or insurer, all of which we have expressly released.

This performance bond is governed and construed in accordance with the laws of the Republic of Indonesia.

Requests for payment based on this performance bond must be received by us at our office address as stated above no later than 30 (thirty) days from the expiry date of the performance bond, in which case the performance bond automatically end and expire regardless of whether or not the original performance bond is returned for the purpose of cancellation.

This guarantee is not assignable or transferable.

This performance bond is subject to the provisions of Article 1832 of the Civil Code, and thus we expressly waive our privileges as guarantors as stipulated in Article 1831 of the Civil Code which requires to first confiscate and sell the assets of the Contractor, to claim payment purposes.

Best regards,

[\_\_\_\_\_]

**Authorized party**

### Warranty Bond

That **[insert name of the Contractor]**, domiciled in **[insert registered address of the Contractor]** (hereinafter referred to as the "**Contractor**"), has signed agreement No. **[insert contract number]** date **[insert date]** with **PT DSSP Power Kendari**, (hereinafter referred to as the "**Company**") regarding the Overhaul Services (the "**Work**") (the agreement together with any Appendices, amendments and additions to the agreement hereinafter referred to as the "**Contract**").

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In accordance with the terms and conditions stated in the Contract, the Contractor is obliged to provide and submit to the Company a warranty bond in the amount of **[insert value]**. (said **[insert said value]**) or in the amount of 10% (ten percent) of the total Work Value of the Contract to guarantee the quality of the Contractor's work and the performance of the warranty obligations in accordance with the Contract during the warranty period under the Contract.

We, **[insert name of the Bank]** domiciled in **[insert registered address of the Bank]**, agree to issue this warranty bond on behalf of the Contractor to ensure the quality of the Contractor's work and the performance of the warranty obligations under the Contract, we hereby declare agree to unconditionally and irrevocably pay the Company an amount up to **[insert value]** (said **[insert said value]**) upon receipt of your request letter stating that the Contractor has failed to perform its warranty obligations under the Contract above and the respect in which the Contractor is in breach.

The disbursement of this guarantee under this warranty bond can be done partially.

We have the right, and will only rely, on payment requests submitted by the Company under this warranty bond and as such there is no obligation for us to carry out inspections, and we will not inquire, regarding anything in connection with the payment requests.

We hereby waive all rights that we may have that require the Company to take legal steps and request equivalent compensation to the Contractor in advance through submissions, requests, prosecutions, notifications or in any form.

This warranty bond is effective as of the date of issuance of this warranty bond and will remain in effect until whichever of the following occurs earlier:

1. payment to the Company for the entire amount of funds stated in this warranty bond;
2. a written letter regarding the release of liability from the Company to the Contractor from all liability of the Contractor under the Contract;
3. settlement of all obligations, pursuant to the Contract; or
4. **[insert date]**.

Payments from us under this warranty bond will be paid through the bank account designated by the Company, without any withholding of taxes, fees, charges, demands, or any withholding, income tax, whether current or future, in connection therewith.

We hereby agree that the Contract may be changed, amended or added without our consent in any form and we agree that such changes, amendments or additions will not remove and affect our liability under this warranty bond.

Our obligations hereunder are continuous, absolute and unconditional regardless of the validity, incompetence, enforceability or value of the Contract, and shall not in any way be affected by any act or circumstance which may give rise to a legal disclaimer or defense of the guarantor or insurer, all of which we have expressly released.

This warranty bond is governed and construed in accordance with the laws of the Republic of Indonesia.

Requests for payment based on this warranty bond must be received by us at our office address as stated above no later than 30 (thirty) days from the expiry date of the warranty bond, in which case the warranty bond automatically end and expire regardless of whether or not the original warranty bond is returned for the purpose of cancellation.

This warranty bond is subject to the provisions of Article 1832 of the Civil Code, and thus we expressly waive our privileges as guarantors as stipulated in Article 1831 of the Civil Code which requires to first confiscate and sell the assets of the Contractor to claim payment purposes.

Best regards,

[\_\_\_\_\_]

**Authorized party**