



A0069937	
<input type="checkbox"/> Ignore. Pymt	<input type="checkbox"/> Appr. Pymt
<input type="checkbox"/> Under Dispute	<input type="checkbox"/> Cancel
<input type="checkbox"/> Ignore JE	27/1/23

## Client

PT ANDHIKA SAMUDRA INTERNUSA  
MENARA KADIN IND LT. 20 UNIT B, C, & D, JL. HR  
RASUNA SAID BLOK X-5 NO. KAV 2-3, KUNINGAN TIMUR,  
12950 Jakarta  
(INDONESIA)

## Posting Address

PT ANDHIKA SAMUDRA INTERNUSA  
MENARA KADIN IND LT. 20 UNIT B, C, & D, JL. HR  
RASUNA SAID BLOK X-5 NO. KAV 2-3, KUNINGAN TIMUR,  
12950 Jakarta  
(INDONESIA)

Cod Cli 1151845 P/CF 02.545.893.6-063.000

INVOICE	DATE	PLACE	TOTAL AMOUNT
82/X3	23 January 2023	JAKARTA	IDR 79,104,150.00

## Terms of payment:

30 days credit from invoice date

For delayed payment, penalty interests will be charged at the legal rate

## Bank transfer to:

CITIBANK, N.A., INDONESIA  
Account Number 0-107026-002  
RTGS Code : 031-0305

## Our ref:

Ship: 102637 - ANDHIKA KANISHKA  
Offer N. 2022/1855  
User LENKU

## Your Ref:

OBJECT - Instalment expiring on 01 January 2023 - Five Year Block Fee Agreement (Instalment No. 3)

Description	Taxable	VAT
INSTALMENT - X3/2022/48/1	71,265,000.00	11

VAT	Vat Description	Taxable	VAT %	TAX	Total Amount
11	VAT 11%	71,265,000.00	11	7,839,150.00	79,104,150.00

TOTAL IDR	71,265,000.00	7,839,150.00	79,104,150.00
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## NOTE

PT RINA Indonesia

Gedung 46 Abdul Muis - 2nd Floor - Jalan Abdul Muis Np. 46- 10160 Jakarta - Indonesia  
Ph. +62 21 2971 6911 - Fax +62 21 3500477 - www.rina.org - jakarta.office@rina.org  
PEM-00147/WPJ.O7/KP.O603/2007 - NPWP 02.624.309.7-058.000 - KLU 74140

## Faktur Pajak

Kode dan Nomor Seri Faktur Pajak : 010.002-23.75904551		
Pengusaha Kena Pajak		
Nama : PT RINA INDONESIA Alamat : GEDUNG 46 ABDUL MUIS LT. 2 JL. ABDUL MUIS NO. 46 , JAKARTA PUSAT NPWP : 02.624.309.7-058.000		
Pembeli Barang Kena Pajak / Penerima Jasa Kena Pajak		
Nama : PT ANDHIKA SAMUDRA INTERNUSA Alamat : MENARA KADIN IND LT. 20 UNIT B, C, & D, JL. HR RASUNA SAID Blok X-5 No.KAV 2-3 RT:000 RW:000 Kel.- Kec.KUNINGAN TIMUR Kota/Kab.- JAKARTA 12950 NPWP : 02.545.893.6-063.000		
No.	Nama Barang Kena Pajak / Jasa Kena Pajak	Harga Jual/Penggantian/Uang Muka/Termin
1	INSTALMENT - X3/2022/48/1 Rp 71.265.000 x 1	71.265.000,00
Harga Jual / Penggantian		71.265.000,00
Dikurangi Potongan Harga		0,00
Dikurangi Uang Muka		0,00
Dasar Pengenaan Pajak		71.265.000,00
Total PPN		7.839.150,00
Total PPnBM (Pajak Penjualan Barang Mewah)		0,00

Sesuai dengan ketentuan yang berlaku, Direktorat Jenderal Pajak mengatur bahwa Faktur Pajak ini telah ditandatangani secara elektronik sehingga tidak diperlukan tanda tangan basah pada Faktur Pajak ini.



JAKARTA PUSAT, 23 Januari 2023

Enzo Di Capua

No.Invoice : 23X3-000082





CONTRACT ID: 2022/X3/

## BLOCK FEE AGREEMENT FOR SURVEY AFTER CONSTRUCTION

### 1. PARTIES

**PT. ANDHIKA SAMUDRA INTERNUSA**, with registered office in **MENARA KADIN INDONESIA** – 20<sup>th</sup> Floor, Jl. H.R Rasuna Said Blok X-5, Kav.2 & 3 Kuningan, Jakarta 12950 - Indonesia, the owner of the ship stated in clause 2 of this agreement, hereafter "**CLIENT**", and

**PT. RINA INDONESIA**, with registered offices in 46 ABDUL MUIS Building – 2<sup>nd</sup> Floor, Jl. Abdul Muis No.46 Jakarta 10160, Indonesia, represented by **Mr. Enzo DI CAPUA**, his capacity as Director (hereinafter known as "**RINA**").

### 2. THE SHIP

Name of Ship : **ANDHIKA KANISHKA**  
IMO : **9164641**  
Flag : **INDONESIA**  
Gross Tonnage : **38,489 GT**  
Year of Build : **1998**  
Type : **BULK CARRIER**

### 3. SCOPE OF THE AGREEMENT

With this agreement the Parties wish to establish a block fee remuneration package for the services offered by RINA as described in point 6, in lieu of fees applicable for individual Class and Statutory services.

### 4. BLOCK FEE

The block fee for the period indicated in article 12.1 below is agreed between the parties to amount to **IDR 712,650,000** (Seven hundred twelve million six hundred fifty thousand Indonesia rupiah).

This amount is based on exchange rate of **14,253 IDR** per 1 USD.

### 5. INVOICING AND TERMS OF PAYMENT

5.1 The afore mentioned block fee will be invoiced by RINA according to the schedule given in the table below and the relative invoices will be issued to **PT. ANDHIKA SAMUDRA INTERNUSA**, Indonesia

(Amount in IDR)

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL TOTAL
Year	2022	71,265,000					71,265,000						142,530,000
	2023	71,265,000					71,265,000						142,530,000
	2024	71,265,000					71,265,000						142,530,000
	2025	71,265,000					71,265,000						142,530,000
	2026	71,265,000					71,265,000						142,530,000
	2027												
Total													712,650,000

5.2 Invoices will be issued by a RINA Company registered in Indonesia and 10% VAT applied.

5.3 Payments shall be made within 30 calendar days from the date of issue of the invoices, by wire transfer to the bank and account number indicated on the invoices, giving the reason for the payment, the name of the ship and the invoice number.

5.4 In the event of late payment RINA will apply interest at the legal rate.

## 6. INCLUSIONS

- 6.1 The block fee indicated in point 4 above covers fees and expenses connected exclusively with the following surveys performed by RINA to verify the compliance of the ship with Class and Statutory requirements:
- no.1 First Classification survey with IACS requirements
  - no.1 Class Hull Renewal survey
  - no.1 Class Hull Intermediate survey
  - no.5 Class Hull Annual survey
  - no.1 Class Machinery Renewal survey
  - no.5 Class Machinery Annual survey
  - no.4 Boiler survey
  - no.1 Tail shaft survey
  - no.1 Bottom surveys
  - no.1 Bottom surveys at renewal survey
  - no.1 Load line Renewal survey
  - no.4 Load line Annual survey
  - no.1 Assessment ship's drawing for inner bottom
- 6.2 For all the duration of the agreement, fees for occasional surveys carried out in concomitance with Class and Statutory surveys are also included, with the exclusion of the surveys mentioned in point 7.
- 6.3 All services not explicitly included in the above list at point 6.1 and 6.2 are not covered by the block fee and, if they are requested by the Client, will be invoiced separately according to the fees applicable for each individual Class and Statutory service.
- 6.4 RINA performs its services and issues the relative certificates in compliance with the "Rules for the Classification of Ships" issued by RINA, as well as with the International Conventions ratified by the ship's flag state if RINA is working on its behalf.

## 7. EXCLUSIONS

- 7.1 For the purposes of this agreement and by way of mere example, the block fee established in point 4 does not include the following items and/or services (which will be invoiced separately as indicated in point 6.3):
- travel expenses and travelling time (USD 70/hour) outside Indonesia to ports where RINA has no exclusive surveyors stationed
  - any tax or VAT imposed by local or national authorities.
  - overtime USD 70/hour and minimum charged is 2 hours will be applied at the outside of working hours, Monday to Friday, 09.00 to 18.00 and weekend (Saturday and Sunday) and Public Holiday, will be charged based on for the time of survey period on board.
  - ship surveys during navigation.
  - occasional surveys pursuant to recommendations.
  - additional visits to complete the surveys indicated in point 8 of this agreement.
  - occasional surveys, such as those in connection with damages or failures, surveys to ascertain repairs for wear and tear, modifications.
  - fees for occasional surveys carried out not in concomitance with Class or Statutory surveys
  - verifications to be made at RINA Offices such as drawing and/or manual approval, and any calculation deemed necessary.
  - advisory services falling outside the requirements for classification.
  - surveys deriving from Port and Flag State Controls.
  - surveys for change of flag.



- 7.2 The block fee shall also not include the fees and associated expenses for the attendance of surveyors or technicians other than RINA surveyors, who are requested to attend the ship for certain surveys, such as divers for in-water surveys, N.D.T. technicians, radio technicians, officers of the flag administration and similar.

## 8. HARMONISATION OF SURVEYS

In consideration of the block fee hereby agreed, the Client undertakes to do its best to ensure that the annual surveys listed in clause 6 shall be all carried out on one single occasion, while surveys relevant to certificate issue shall be carried out on a maximum of two occasions, taking into account the relevant anniversary date and the maximum time window allowed.

The Client also undertakes to do its best to ensure that surveys due simultaneously shall be harmonized both together and with continuous surveys so as to avoid the presentation of items individually.

## 9. REVIEW OF BLOCK FEE - TERMINATION

- 9.1 The Parties agree that the block fee established in point 4 is subject to review should any of the following occur:

- the extent of class survey or the surveys themselves are altered at the Client's request or following a change in RINA Rules for the Classification given at point 6.4.
- the extent of the statutory surveys or the surveys themselves are altered at the Client's request or following a change in the Conventions and Laws given in point 6.4.
- the flag of the vessel is changed, whereas the block fee includes both class and statutory surveys.

- 9.2 If no agreement has been reached as regards the block fee review after thirty days from application being made by one of the two Parties, the applying Party shall have the right to cancel the contract pursuant to the provisions of clause 12.2 below.

## 10. CLIENT DEFAULT – TERMINATION OF CONTRACT

Should the invoices not be paid as per clause 5.3, RINA shall have the right to suspend the provision of services to the Client and to cancel this agreement without prior notice and, in addition to its entitlement to claim compensation for losses, shall also have the right to receive payment for any service already performed based on the provisions of clause 12.4 below.

## 11. GENERAL TERMS AND CONDITIONS - LIABILITY

The services performed by RINA, including those outside the scope of this agreement, shall be performed in compliance with the "Rina Rules for The Classification of Ships" (edition in force and subsequent modifications), which constitutes an integral part of this agreement and which the Client declares it has read, fully understood and unconditionally accepted.

In particular, the afore mentioned services are subject to the terms and conditions contained in the "General Conditions" attached to this agreement, which the Client declares it has received and approved.

## 12. VALIDITY AND TERMINATION OF THE AGREEMENT

- 12.1 This agreement shall be effective from **17/01/2022** to **16/01/2027** unless terminated in accordance with the provisions of points 12.2, 12.3 and 12.4 below and point 10 above.
- 12.2 Each of the Parties may terminate the agreement provided that no less than three (3) months written notice is given.



- 12.3 This agreement is automatically cancelled if the vessel's owner and/or manager is transferred, or the vessel's class is withdrawn pursuant to Class Rules.
- 12.4 In any event of early termination:
- (a) RINA will calculate the amount owing for all surveys performed from the start of the Block Fee agreement until the date of early termination, based on fees applicable at the date of surveys.
  - (b) RINA will debit or credit the CLIENT with the difference, if any, between this amount and the amount already invoiced in the form of contract instalments.
  - (c) The surveys performed after the early termination of the contract will be invoiced according to the RINA fees in force at the time the survey was performed.

### 13. DOCUMENTS

The Parties acknowledge that RINA shall keep confidential all documents and information relating to services provided pursuant to point 7.1 of the "General Conditions" contained in the RINA Rules. However, in the event of the transfer for whatever reason of the ship stated in point 2 or of any change of owner, the Client undertakes to hand over, and in any case authorises RINA as of this moment to do the same, to any party which becomes the owner or manager of the ship, the documentation referring to the ship, to surveys, to inspections or to any other activity performed for it by RINA.

### 14. CONTRACT ADDRESS

All correspondence between the Parties pursuant or relating to the performance of this agreement shall be made by registered letter with notice of receipt or by fax to the following addresses or fax numbers:

- for **PT. ANDHIKA SAMUDRA INTERNUSA**: MENARA KADIN INDONESIA – 20<sup>th</sup> Floor, Jl. H.R Rasuna Said Blok X-5, Kav.2 & 3 Kuningan, Jakarta 12950 - Indonesia, Fax no. +62 21 5227221
- for **PT. RINA INDONESIA**, in 46 ABDUL MUIS Building – 2<sup>nd</sup> Floor, Jl. Abdul Muis No.46 Jakarta 10160, Indonesia, fax No. +62 21 3500477

The parties shall give timely notice of any change to these addresses or fax numbers. Otherwise, communications sent by the other party to the afore mentioned addresses or fax numbers shall be considered as validly received.

### 15. PERSONAL DATA PROCESSING

The Client personal data are processed by the data Controller in the ways and with the purposes described in the RINA privacy notice given to the Client pursuant to art. 13 of the Regulation (EU) 2016/679 (hereinafter, the "GDPR"), attached to this agreement.

The Controller is RINA S.p.A., whose registered office is in Genoa (GE), via Corsica 12, Tax code and VAT n° 03794120109, as well as the Company(ies) in the RINA Group with which the Client have and/or may sign a services contract (hereinafter the "Controller").

The Client have the right to withdraw consent at any time, with particular reference to the consent given for the processing of its data for the purposes referred to in point 2 lett. (b), by writing an e-mail to [rina.dpo@rina.org](mailto:rina.dpo@rina.org). It does not compromise the execution of the service contract in place.

Furthermore, as data subject the Client can exercise the rights provided for in articles 15 and following of the GDPR by sending a registered letter to RINA S.p.A., via Corsica 12, 16128 Genoa (Italy), to the attention of the Data Protection Officer, or by sending an e-mail to the address [rina.dpo@rina.org](mailto:rina.dpo@rina.org).



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The Data Controller may be contacted via the contact details indicated on the website [www.rina.org](http://www.rina.org), as well as at the e-mail address of the Data Protection Officer [rina.dpo@rina.org](mailto:rina.dpo@rina.org).

## 16. COMPLIANCE

The Client declares that it has read the "General Principles of the Organisation, Management and Control Model", published on the following website:

<http://sp-resources.rina.org/rinagroup/flippingbook/231/it/index.html>.

With respect to the contractual relationship between Client and RINA, Client undertakes to refrain from any conduct which may be inconsistent with such "General Principles of the Organisation, Management and Control Model". Failing this, RINA is entitled to terminate the contractual relationship.

The Client also undertakes not to:

- pay any commission, percentage, or other benefits to any of RINA's employees and/or other of RINA's contractors.
- enter into any business relationship with any of RINA's employees and/or other of RINA's contractors, that may cause a conflict of interest for those employees and contractors in performing their duties for RINA.
- give any of RINA's employees and/or other of RINA's contractors any gifts, travel tickets or any other benefits in kind that may go beyond ordinary courtesy in a business relationship.

Any breach of the foregoing principles by the Client shall give RINA the right to terminate the Contract for cause, while keeping the right to claim damages.

The Client also declares that it has read the "Code of Ethics" published at the following address:

[http://sp-resources.rina.org/rinagroup/flippingbook/ethical\\_code/it/index.html](http://sp-resources.rina.org/rinagroup/flippingbook/ethical_code/it/index.html).

If the Client does not comply with the provisions of the Code of Ethics, RINA is entitled to terminate the contractual relationship.



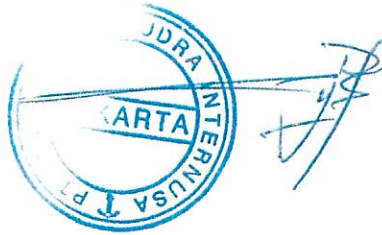


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SIGNED BY **PT. ANDHIKA SAMUDRA INTERNUSA**, Owner of the ship indicated in clause 2.

DATE 20 JANUARY 2022

STAMP AND SIGNATURE



SIGNED BY **PT. RINA INDONESIA**

DATE

STAMP AND SIGNATURE

Thu 20/01/2022



Pursuant to art. 1341-1342 of the Italian Civil Code, the Client asserts he as read, understood and approved the clauses of the present agreement here below indicated:

- 9 (Review of block fee – Termination)
- 11 (General terms and conditions – Liability)
- 12 (Validity and termination)

and clauses 2.1 (Validity of Rules at the time of publication), 3.2 (legal effects of certificates and statements – differences of interpretation), 3.3 (certificates and statements are not guarantees), 3.4 (validity of certificates and statements), 3.5 (obligations and responsibilities of interested parties), 4.2 (obligation to pay fees), 4.3 (withdrawal from contract and prior notice – termination for non-payment), 5.1 (no guarantee and exclusion of liability), 5.2 (limitation of responsibility) 5.3 (claims – limitation of term), 6 (Court of Competent Jurisdiction), 7.3 (change of class – consent to publish ship data) and 7.4 (Trade Sanctions) of the document "General Conditions" contained in the Rules for the Classification of Ships issued by RINA.

Signed by **PT. ANDHIKA SAMUDRA INTERNUSA**, Owner of the ship indicated in clause 2.

Date 20 JANUARY 2022

Stamp and signature

