



## **DRAGON OIL GENERAL TERMS & CONDITIONS FOR GOODS (AND ANCILLARY SERVICES)**

It is agreed as follows:

### **1. DEFINITIONS**

1.1 The following definitions and rules of interpretation apply in these terms and conditions:

**"Affiliate"** means in respect of any person, another person that controls, is controlled by, or is under common control with, the first person, where "control" means the power of a person to secure, directly or indirectly, that all or substantially all of the affairs of the other person are conducted in accordance with its wishes (whether such power is enjoyed through the holding of shares, possession of voting rights, a provision of the articles of association, constitution, partnership deed or other document regulating the affairs of any person or otherwise). In particular, a person shall be deemed to control a body corporate if: (a) they hold a majority of the voting rights in the body corporate; or (b) they have the right to appoint or remove a majority of the directors of the body corporate;

**"Agreement"** means the PO and these general terms and conditions of contract;

**"Agreement Price"** means the price for the supply of Goods and performance of Services as per the PO, inclusive of all taxes (excluding any incidence of Value Added Tax applicable to the supply of the Goods and/or Services), duties, costs and any other expenses that may be borne by the Supplier;

**"Anti-Bribery Laws"** has the meaning ascribed to it in Clause 16.4;

**"Authorities"** means any government, regional or local authorities or any similar competent bodies of the Territory (including any political sub division thereof) having relevant jurisdiction;

**"Claims and Losses"** means any and all claims, losses, causes of action, damages, costs (including legal costs and expenses incurred in defence of the Company Group), expenses and liabilities of whatever nature;

**"Company"** means the company on the face of the PO (and within Dragon Oil group of companies) that is counter-signing the PO with the Supplier;

**"Company Group"** means the Company, its co-venturers, its and their respective Affiliates and its and their respective representatives, officers, directors, agents and employees (including agency personnel), but shall not include any member of Supplier Group;

**"Confidential Information"** means any and all data, know-how and information contained in any tangible or intangible medium of expression as provided by a Party to the other Party pursuant to this Agreement, relating to the Goods or the Services or the business of either Party and shall include but not be limited to ideas, concepts, development plans for new or improved products or processes, data (including well data), materials, products, technology, manuals, business plans, marketing plans, financial information, formulae, techniques, designs, sketches, know-how, photographs, plans, drawings, specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs, software, and technical documentation, trade secrets, diagrams, or inventions, and all information pertaining thereto;

**"Defects Liability Period"** means the earlier of twelve (12) months from the date of first use or installation of the Goods or eighteen (18) months from the date of delivery;

**"Delivery Location"** means the location for delivery of the Goods in accordance also with the freight Incoterm 2010 as stated in the PO;

**"Force Majeure"** means, in relation to either Party, any event which is unforeseeable, insurmountable, and outside the control of the Party which invokes it and prevents performance of all or part of this Agreement, but shall not include any act (including strikes) of any member of the relevant Party's Group, financial distress of either Party, late delivery of materials, spares or the Goods (unless the same is itself caused by a Force Majeure event), shortage of manpower or materials (unless the same is itself caused by a Force Majeure event), and/or any failure to obtain or maintain any licence, permit or other authorisation where such failure is due to the act or omission of the Group of the Party invoking the Force Majeure;

**"Goods"** means all and any articles, raw materials and/or supplies as described in the PO, along with all accompanying documentation, required to be supplied by the Supplier;

**"Group"** means Company Group or Supplier Group, as the case may be;

**"PO"** means the Company's purchase order setting out the details of the Goods to be supplied and the Services to be provided, the applicable prices, delivery details and other key details of the Agreement, along with all information and other documentation contained in, referred to or attached to the PO;

**"Sanctions Laws"** means any law applicable to the Supplier or the Company regarding the adoption, administration, implementation or enforcement of asset freezing measures, economic sanctions, export controls, trade embargos or other restrictive measures, including those enacted by the United States, the Council of the European Union, the Member States of the European Union, and/or the United Nations;

**"Services"** means any and all ancillary installation, commissioning and/or advisory services required to be performed by Supplier in connection with the supply of the Goods, as described in the PO;

**"Supplier"** means the person, firm or company to whom the PO is addressed;

**"Supplier Group"** means the Supplier, its subcontractors of any tier, its and their Affiliates, and its and their respective representatives, officers, directors, agents and employees (including agency personnel), but shall not include any member of Company Group;

**"Territory"** means the territory of any country where the Goods shall be delivered and/or Services shall be performed, whether onshore or offshore;

**"Variation"** means such instructions or adjustments as set out in Clause 6.

1.2 All instructions, notices, agreements, authorisations, approvals, acknowledgements, correspondence and documents shall be in writing and in the English language.

1.3 No approval, comment, instruction or consent given by the Company, and no failure to make any comment or instruction in relation to the supply of the Goods and/or performance of Services upon inspection, examination or testing of, or witnessing of tests in relation to the Goods and/or Services or any other action or failure to act by the Company shall relieve the Supplier of liability for, or modify, any of the Supplier's duties and obligations under the Agreement.

### **2. ORDER**

2.1 The provisions of this Agreement shall govern the Agreement to the entire exclusion of all other terms or conditions and prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation or acceptance or correspondence or elsewhere or implied by trade, custom or course of dealing.

2.2 The Agreement constitutes an offer by Company to purchase the Goods and Services on the terms set out herein; accordingly, any counter-offer made by the Supplier to supply the Goods and/or Services on other terms shall only be validly accepted if accepted in writing by Company.

2.3 The Supplier's execution/signing and return of the PO, or execution or commencement of work, or manufacturing or delivery of the Goods constitutes the Supplier's acceptance of the Agreement on the terms and conditions set out herein.

2.4 The Agreement shall remain valid and binding until completion of all Parties' respective obligations under this Agreement.

### **3. GOODS AND SERVICES**

3.1 The Goods shall conform to the quality and description and other particulars of the Goods stated in the Agreement and to all samples, drawings, descriptions and specifications furnished, and all applicable codes and standards.

3.2 The Goods shall be new, of good quality, fit for their intended purpose and free from all defects, and all Goods shall comply with all applicable laws and regulations.

3.3 The provisions of Clauses 3.1 and 3.2 shall not be discharged by any delivery, inspection, acceptance, payment or performance pursuant to the Agreement and shall extend to any replacement or repaired Goods provided by the Supplier.

3.4 The Supplier represents and warrants that, for the duration of the Defects Liability Period, the Goods furnished hereunder shall conform in all respects to the provisions of this Agreement. The warranty shall extend to any repaired or replacement Goods.

3.5 The Supplier shall be deemed to have satisfied itself, before entering into the Agreement, as to the specifications, the correctness and sufficiency of the rates and Agreement Prices, general and local conditions, and all other matters which could affect manufacture and supply of the Goods and/or provision of Services.

3.6 Unless otherwise agreed in writing, the Supplier must deliver the exact quantities specified in the Agreement. Company reserves the right to reject incomplete deliveries and return excess quantities at the Supplier's expense and risk.

3.7 Supplier shall ensure that all Goods are properly packed and secured in accordance with the Agreement and in such a manner so as to ensure that they reach their destination without damage.

3.8 Each advice note, bill of lading and invoice shall bear the PO number and any applicable component number, delivery date and the location to which the Goods are to be delivered. Supplier shall ensure that each delivery is accompanied by a delivery note which shows, among other things, the PO number and date, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered, and shall be marked with Company's shipping mark as set out below. Supplier shall provide Company with any necessary declarations or documents stating the origin of the Goods.

3.9 All packages shall be marked on the outside with the address and details as shown in the PO.

Each item inside the package shall be separately packed and marked clearly with the following information where specified by Company:

PO No.:

Company's P.O. Item No.:

Classification: Confidential External



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Quantity of each item:  
Company's Stock Vocab. No.:  
Manufacturer's part no./ref. no.:

3.10 The Supplier shall ensure that the Goods comply with the requirements of law and to the extent that they contain toxic, corrosive or hazardous materials, the Supplier shall ensure that a notice to that effect accompanies each consignment together with the appropriate care and handling instructions.

3.11 All Services shall comply with all applicable legislation, shall be performed within the deadlines and at the location(s) specified in accordance with this Agreement, shall be performed with at least the same degree of skill and care to be expected of a Supplier experienced in the provision of services of the type in question and shall be performed by properly qualified and experienced personnel.

3.12 In any case where the Services or any part thereof (whether or not approved by the Company) do not comply with the requirements set out herein, the Company shall have the right to (a) reject the Services concerned, giving Supplier reasonable notice of such rejection and specifying the reasons for doing so, and/or (b) request the Supplier to re-perform the Services so rejected at the Supplier's expense so that the Services conform to the requirements set out herein.

3.13 If the Supplier fails or refuses to re-perform any rejected Services in accordance with Clause 3.12, the Company shall be entitled to acquire replacement Services from another source and the Supplier shall pay the Company any direct, additional expense reasonably incurred by the Company in remedying the defective performance by the Supplier.

### **4. DELIVERY AND ACCEPTANCE OF GOODS**

4.1 Supplier shall carefully test and inspect the Goods prior to dispatch to ensure that they comply with the requirements of the Agreement and, if so requested by Company, give Company reasonable notice of such tests which Company shall be entitled to attend. Supplier shall provide Company with full details of all inspection and testing criteria, data and results traceable to international standards. At any time prior to delivery of the Goods to the Company the Company shall have the right to inspect and test the Goods (or engage a third party for carrying out the same) at all times at its cost, unless the Goods prove to be defective in which case the cost will be for Supplier's account.

4.2 The Goods shall be delivered to the Delivery Location on the agreed date(s) of delivery set out in this Agreement, and where appropriate be accompanied with all original certifications and test reports.

4.3 Supplier shall promptly notify Company of the dispatch of the Goods along with the full shipping details applicable to the Goods and their transportation and the anticipated date of arrival of the Goods at their destination.

4.4 Property, risk and title in the Goods shall pass to Company on delivery at the Delivery Location, without prejudice to any right of rejection Company may be entitled to under this Agreement or otherwise.

4.5 Goods supplied which are contaminated beyond use at the time of delivery shall be regenerated or disposed of by the Supplier. Title and risk to such Goods shall transfer to the Supplier at the time that contamination is identified and notified to the Supplier who shall bear all expenses for the said processes. In the event that the Company contaminates the Goods, the Company will be liable for the processes of regeneration and disposal.

4.6 If the delivery date(s) cannot be met by the Supplier, the Supplier shall notify Company as soon as reasonably possible and Company shall be entitled to (a) charge the liquidated damages at Clause 5 below, and (b) if the maximum amount of liquidated damages is reached, cancel the Agreement or any part thereof without Company being liable to the Supplier, and/or (c) acquire replacement Goods from another source, with the Supplier paying Company for any additional, direct costs reasonably incurred by Company in doing so.

4.7 The costs for wrapping, packing, cartons, boxes, crating, containers or carriage is deemed to be included in the Agreement Price.

4.8 Partial delivery of Goods will not be accepted unless it is agreed between the Parties in writing.

4.9 Where the Goods or any part thereof do not comply with the requirements of the Agreement at any time during the Agreement including on delivery or during the Defects Liability Period, the Company, at its sole option, shall have the right to:

4.9.1 reject the Goods concerned, specifying the reasons for doing so and return any rejected Goods to the Supplier at Supplier's risk and expense to the Delivery Location on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;

4.9.2 request the Supplier to repair or replace Goods so rejected or found to be defective at the Supplier's expense so that the Goods conform to the Agreement; and/or

4.9.3 if the Supplier fails or refuses to repair or replace any rejected Goods as required by Clause 4.9.2 and Company has given reasonable notice of such intention, Company shall be entitled to acquire replacement Goods from another source or engage a third party to repair the Goods and

the Supplier shall pay Company for any additional, direct costs reasonably incurred by Company in doing so.

4.10 Notwithstanding Clause 4.9, the Supplier shall not be liable for the costs of correcting any defective Goods which result from (a) incorrect operation or use by the Company which is not in accordance with the specifics set out in the Agreement; or (b) defects in data, information, materials or equipment supplied by the Company which could not reasonably have been discovered by the Supplier.

### **5. LIQUIDATED DAMAGES**

5.1 Parties agree and acknowledge that compliance with the time and performance schedule is an essential condition of the Agreement. In the event of late delivery of Goods or late completion of Services, or any part thereof, Company reserves the right to apply liquidated damages to Supplier for each day of delay at a rate of one percent (1.0%) of the aggregate Agreement Price (Total PO Value) per week, up to a maximum of ten percent (10%) of the aggregate Agreement Price (Total PO Value).

5.2 The Parties agree that the levels of liquidated damages specified in this Clause 5 represent a genuine pre-estimate of the losses likely to be suffered by the Company if the relevant dates are not met, and shall be the exclusive financial remedy of Company in respect of such delay.

### **6. VARIATIONS**

6.1 The Company has the right to issue instructions to the Supplier at any time to make any Variations in relation to the Goods and/or the Services which are within the capability and resources of the Supplier. The Supplier shall proceed immediately as instructed in writing by the Company's duly authorised representative.

6.2 Any adjustment to the Agreement Price resulting from any agreed Variation shall be valued at the appropriate rates and prices included in the Agreement or, in the absence of any appropriate rates and prices, a fair and equitable valuation shall be made and agreed upon.

### **7. FORCE MAJEURE**

7.1 Force Majeure may only be invoked if the event preventing the fulfilment is due to no fault of the obligated Party, is not at its risk, and has occurred since the obligation came into being.

7.2 If any Party is affected by Force Majeure which affects or may affect the performance of any of its obligations under this Agreement, it will as soon as practicable advise the other Party of the nature and impact of the Force Majeure event. A Party subject to a Force Majeure event will not be deemed to be in breach of its obligations under this Agreement to the extent that it is prevented or delayed from performing those obligations by that Force Majeure event. Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of a Force Majeure occurrence.

7.3 Following notification of a Force Majeure event, the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such Force Majeure event.

### **8. TERMS OF PAYMENT**

8.1 For the supply of the Goods and the provision of the Services, the Company shall pay or cause to be paid to the Supplier the Agreement Price within thirty (30) days from receipt by Company of a correctly prepared and adequately supported invoice. The Supplier shall submit to the Company its invoice(s) within twenty (20) days of the end of each calendar month. The Company shall authorise payment in respect of such invoices of the due amount into the bank account of the Supplier specified in the Agreement or otherwise notified by the Supplier, using telegraphic transfer.

8.2 The Supplier shall provide a separate invoice for each individual consignment delivery of Goods and related Services, and all invoice(s) shall show the PO number and date, unit price, quantity and delivery destination and shall be supported by: (a) a copy of the PO, (b) a delivery receipt signed by a Company employee, (c) a receipt of accepted Services signed by a Company employee, and (d) such additional documentation as Company may reasonably require. Each invoice shall clearly show in separate lines the total sum for Goods and the total sum for Services invoiced thereunder.

8.3 All payments contemplated under this Agreement are exclusive of Value Added Tax ("VAT"), which shall be charged by and accounted to the relevant tax authority by the relevant Party as is required under prevailing VAT legislation. Furthermore, the Supplier will comply with all applicable invoicing requirements regarding the charging and accounting of VAT.

8.4 The Supplier will not be entitled to receive any payment on any invoice received by the Company after expiry of a period of ninety (90) days from the due date, being the latest time for receipt of invoices. Nevertheless the Company may, at its sole discretion, make payment against any such invoice but will only do so under exceptional circumstances, with a detailed and reasonable explanation in writing for the delay. THE SUPPLIER HEREBY IRREVOCABLY WAIVES, RELEASES AND DISCLAIMS ANY RIGHT TO CLAIM OR RECEIVE (UNDER ANY LEGAL OR EQUITABLE THEORY) ANY COMPENSATION IN RESPECT OF ANY GOODS AND SERVICES FOR WHICH INVOICES ARE NOT SUBMITTED IN CONFORMANCE WITH THIS CLAUSE.



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8.5 If the Company disputes any invoice in whole or in part for whatever good reason, the Company shall notify the Supplier of the reasons and request the Supplier to issue a credit note for the unaccepted part or whole of the invoice. Upon receipt of such credit note, the Company shall be obliged to pay the undisputed part of the invoice. On settlement of any dispute, the Supplier shall submit an invoice for sums due and the Company shall make the appropriate payment in accordance herewith.

8.6 Neither the presentation nor payment nor non-payment of an invoice shall constitute a settlement of a dispute or otherwise waive or affect the rights of the Parties hereunder and the Company may correct or modify any sum previously paid if any such sum was incorrect and/or any Goods and/or Services in respect of which payment has been made do not comply with the Agreement.

8.7 If the Company at any time incurs costs which, under the provisions of the Agreement, the Company is entitled to recover from the Supplier, including any liquidated damages pursuant to Clause 5, the Company may either invoice the Supplier for such costs or deduct the amounts from any payments to be made by the Company to the Supplier in relation to this Agreement or otherwise. The Supplier shall pay the Company within thirty (30) days of receipt of invoice any sums outstanding after such deduction. Company reserves the right to make deductions from any sums due to the Supplier for any monies due to Company by Supplier under the Agreement or otherwise.

### **9. TAXES AND TAX EXEMPTION CERTIFICATES**

9.1 The Agreement Prices are inclusive of all taxes and duties which may be levied by the Authorities and/or under any applicable law, with the exception of any incidence of VAT applicable to the supply of the Goods and/or Services.

9.2 The Company shall provide the Supplier with all reasonable assistance in dealing with the Authorities in the Territory to obtain the benefit of any tax and duty exemptions available to the Company and which can be extended to the Supplier or to the Supplier's personnel under applicable legislation.

9.3 Notwithstanding Clause 9.2, the Supplier shall be fully responsible for filing and payments of profits (income) tax as well as other taxes and related fines and interest thereon, payable by or assessed or levied against the Supplier by any Authorities and under any applicable law. The Supplier further agrees to make all reports and take all other actions necessary to satisfy tax, accounting and reporting requirements of any Authorities at the Supplier's sole cost and expense. Upon request, the Supplier shall furnish to Company evidence of the Supplier's payment and compliance with its tax obligations hereunder.

9.4 Where withholding tax applies in respect of the supply of the Goods or the Services, provided that the Supplier obtains and maintains appropriate registration(s) and fulfills all other requirements as per the applicable laws that exempt him from such withholding tax, Company shall not withhold any taxes from payments to the Supplier including but not limited to any profits/revenue tax. If the Supplier has not evidenced to Company that it maintains the necessary registration(s) and fulfills any other requirements as per the applicable laws, Company is entitled to deduct withholding tax at the prescribed rate stipulated by the Authorities from Supplier's invoices, for debiting directly to the Authorities.

### **10. LIABILITY AND INDEMNITY**

10.1 Without prejudice and subject to the provisions of Clauses 3 and 4, the Supplier shall save, indemnify, defend and hold harmless the Company Group from and against all Claims and Losses in respect of any party's loss of or damage to any and all property and personal injury including death or disease arising out of or in connection with the performance of the obligations of the Supplier under the Agreement, to the extent caused by the acts or omissions of the Supplier under this Agreement, provided that the Supplier's total liability for such Claims and Losses under this Agreement shall not exceed US\$2,000,000 (United States Dollars Two Million) in aggregate.

10.2 The Supplier shall save, indemnify, defend and hold harmless the Company Group from all Claims and Losses in relation to any alleged infringement of any patent or proprietary or protected right, arising out of or in connection with the performance of the obligations of the Supplier under the Agreement.

10.3 If the Supplier becomes aware of any incident likely to give rise to a claim under any of the above indemnity Clauses, it shall notify the Company immediately.

### **11. INSURANCE BY SUPPLIER**

11.1 The Supplier shall arrange as a minimum (a) Employers Liability and/or Workmen's Compensation insurance to the minimum value required by any applicable legislation; (b) General Third Party Liability insurance in an amount not less than US\$2,000,000 (US Dollars Two Million); and (c) Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction (if relevant). All such insurances, to the extent of the liabilities assumed by the Supplier under the Agreement, shall (i) (other than Employers Liability Insurance/Workmen's Compensation) include Company Group as additional assureds; and (ii) be endorsed to provide that underwriters waive any rights of recourse, including subrogation rights against Company Group. This Clause 11 shall in no way limit the liability of the Supplier under the Agreement.

11.2 At any time during the term of the Agreement, if requested to do so, the Supplier shall provide Company with an insurance certificate evidencing full compliance with the requirements of this Clause 11.

### **12. CONSEQUENTIAL LOSS**

12.1 For the purposes of this Clause 12, the expression "Consequential Loss" shall mean: (a) consequential or indirect loss under English law; and (b) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect, to the extent that these are not included in (a), and whether or not foreseeable at the commencement of the Agreement.

12.2 Notwithstanding any provisions contrary elsewhere in the Agreement and except to the extent of any agreed liquidated damages, any termination fees provided for in the Agreement, and the Supplier's indemnity obligations under Clause 10, Company shall save, indemnify, defend and hold harmless the Supplier Group from Company Group's own Consequential Loss and the Supplier shall save, indemnify, defend and hold harmless Company Group from the Supplier Group's own Consequential Loss.

### **13. TERMINATION**

13.1 The Company shall have the right by giving notice to terminate all or any part of the Agreement at such time or times as the Company may consider necessary for any or all of the following reasons:

13.1.1 to suit the convenience of the Company;

13.1.2 in the event of any material default on the part of the Supplier;

13.1.3 in the event of the Supplier becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order of the Supplier being made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up passed or a provisional liquidator, receiver, administrator or manager of its business or undertaking appointed or presenting a petition or having a petition presented applying for an administration order, or possession being taken by or on behalf of the holders of any debenture secured by a floating charge of any property comprised in or subject to the floating charge.

13.2 Upon receipt of a notice of termination from the Company by Supplier, the Supplier shall immediately, to the extent specified in the notice (i) cease manufacture of the Goods, (ii) cease performance of the Services, (iii) allow Company full right of access to take over the Services, and (iv) assign to Company any Supplier's rights, titles, liabilities and subcontracts relating to the Services.

13.3 In the event of termination of all of or part of the Agreement in accordance with Clause 13.1.2 or Clause 13.1.3: (a) the Company shall have the right to obtain completion of the Goods and/or Services or the part thereof by other suppliers, (b) the Supplier shall cease to be entitled to receive any money or monies on account of the Agreement until the costs of completion and all other costs arising as a result of the Supplier's default have been finally ascertained, and (c) thereafter and subject to any deductions that may be made under the provisions of the Agreement, the Supplier shall be entitled to payment only for the part of the Goods and/or Services accepted as per the Agreement up to date of termination.

13.4 In the event of termination under this Clause the Parties shall not be relieved of any continuing obligations or liabilities under the Agreement or at law.

### **14. GOVERNING LAW & RESOLUTION OF DISPUTES**

14.1 The Agreement, including its dispute resolution Clause, shall be construed and take effect in accordance with English law excluding those conflict of law rules and choice of law principles which would deem otherwise. The ruling language of the Agreement shall be English.

14.2 Any dispute, difference, controversy or claim between the Parties arising out of or in connection with the work or the Agreement, whether in tort, under contract or otherwise at law, including, but not limited to, any question regarding the existence or validity of the Agreement or the termination of all or any part of the work or the Agreement (a "**Dispute**") shall be resolved by means of the following procedure:

(a) a Dispute shall initially be referred by means of a notice setting out a summary of the legal and factual issues relevant to the Dispute (a "**Dispute Notice**"). The Dispute Notice shall be served in accordance with Clause 17.10 to the duly authorized Company representative and the duly authorized Supplier representative who shall meet to discuss the Dispute;

(b) if within fifteen (15) days of receipt of the Dispute Notice agreement on the Dispute has not been reached or if the Company representative and the Supplier representative have failed to meet, the Dispute shall be referred to an appropriate senior executive of each Party who shall meet to discuss the Dispute; and

(c) if within thirty (30) days of receipt of the Dispute Notice agreement on the Dispute has not been reached or if the appropriate senior executives have failed to meet (including as a result of any failure to identify appropriate senior executives), either Party may refer the Dispute for final resolution by the Dubai International Financial Centre ("**DIFC**"), Small Claims Tribunal ("**DIFC-SCT**"), in accordance with the provisions of Clause 14.3.





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14.3 Any Dispute shall be subject to the exclusive jurisdiction of the Courts of the DIFC-SCT section of the Dubai International Financial Centre (the “**DIFC Courts**”). The Parties hereby explicitly agree to submit to the jurisdiction of the DIFC-SCT pursuant to Rules 53.2(3)a and 53.2(3)b of the DIFC Court Rules, whereby the amount of any claims heard by the DIFC-SCT may be up to the amount of AED1,000,000 (United Arab Emirates Dirhams One Million).

14.4 It is a condition precedent to the referral of a Dispute, for resolution by the DIFC Small Claims Tribunal under this Clause 14, that the Party which intends to commence litigation in relation to the Dispute has followed the procedure set out in Clause 14.2.

14.5 Whilst a Dispute is continuing, the Supplier shall, unless the Company notifies the Supplier otherwise, proceed with the performance and completion of the work and the Parties shall continue to comply with the provisions of the Agreement.

### **15. CUSTOMS AND DUTIES**

15.1 The Parties shall each develop with governmental authorities, customs procedures for their respective import to the Territory and re-export from the Territory of all Goods to be provided under the Agreement and shall each respectively be accountable and liable for compliance with customs procedures based on each Party being a customs authorised trader and who is in possession (not ownership) of the items subject to customs control at any given time.

15.2 If Goods imported into the Territory for Company qualify for duty exemption, a letter of exemption may be issued by Company upon receipt of the all relevant information from the Supplier.

### **16. APPLICABLE LAWS**

16.1 All relevant laws, rules, and regulations of all duly constituted government authorities shall apply in the provision of the Goods and performance of the Services. The Supplier shall indemnify Company Group against all penalties, which may be assessed because of the Supplier's infraction of any such laws, rules, and regulations.

16.2 The Supplier represents, warrants and undertakes (as separate representations, warranties and undertakings) that it has read and understood the ENOC Supplier Code of Conduct and shall adhere to and shall procure that the other members of the Supplier Group shall act in a manner consistent with the same in connection with the Agreement.

16.3 The Supplier represents, warrants and covenants that it shall not export, import, transfer, transit, transship, sell, supply, use or dispose of any equipment, goods, services, commodities, software or technology in breach of Sanctions Laws.

16.4 The Supplier represents, warrants and covenants that it shall comply and shall ensure that each member of the Supplier Group complies at all times with all applicable laws relating to anti-corruption and anti-money laundering applicable to the Company, the Supplier or to their respective parent companies, including, without limitation, the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, and successor legislation, legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Nations Convention Against Corruption (“**Anti-Bribery Laws**”).

### **17. GENERAL LEGAL PROVISIONS**

17.1 During the term of the Agreement and for a period ending two (2) years after the expiry of the latest Defects Liability Period, the Company or its duly authorised representative shall have the right to audit at all reasonable times and, upon request, take copies of all of the Supplier's records (including data stored on computers), books, personnel records, accounts, correspondence, receipts, vouchers and other papers of every kind relating to (a) all invoiced charges made by the Supplier on the Company, and (b) any provision of this Agreement under which the Supplier has obligations the performance of which is capable of being verified by audit.

17.2 If necessary, the Company will provide reasonable assistance to Supplier to obtain necessary licenses, visas, work permits and other documentation (limited to the letters to government departments responsible for these matters) accommodation and/or catering in the Territory, and airfares for Supplier personnel necessary for Supplier to perform the Services. Any costs incurred by Company for such assistance are expressly excluded from the Agreement Price and will be reimbursable by the Supplier immediately upon presentation of Company's invoice for such costs.

17.3 The failure of a Party to exercise or enforce any right under or in relation to this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any later time. No Party may waive any of the terms or conditions of this Agreement, except by duly signed written document referring to the specific provision to be waived.

17.4 Save that the Company is entitled to assign the Agreement or any part of it to an Affiliate, neither Party may assign or subcontract the Agreement or any part of it to any third party, without the prior approval of the other Party, which approval shall not unreasonably be withheld or delayed. Any permitted subcontracting shall not relieve Supplier of any of its obligations under the Agreement.

17.5 The Supplier shall not claim any lien, charge or the like on the Goods or on any property of the Company and shall immediately notify the Company of any possible lien, attachment, charge or claim which may affect the Goods or any part thereof. If at any time there is evidence

of any lien, attachment, charge or claim, the Company has the right to withhold and/or set off or otherwise recover from the Supplier such sum of money as will fully indemnify the Company against any such lien, attachment, charge or claim.

17.6 The Agreement and all Confidential Information are confidential and neither Party may disclose or use such information for any purpose other than for the performance of its obligations under the Agreement without the other Party's prior written consent. Supplier shall not without the prior written consent of Company advertise or publish in any way whatsoever the fact that the Supplier has contracted to supply the Goods and provide the Services to Company.

The Supplier shall procure that each of its personnel (including those on an agency or consultancy basis), and those of its subcontractors or its or their Affiliates or agents, who is given or has access to the Company's Confidential Information, shall be bound by and comply with the obligations stated under Clauses 17.6 and 17.7. The Supplier shall procure that each of such personnel shall, if required by the Company to do so, individually sign a non-disclosure agreement in the form required by the Company.

17.7 Neither Party shall have the right of use other than for the purposes of the Agreement, whether directly or indirectly, of any patent, copyright, proprietary right or confidential know how, trademark or process provided by the other Party.

17.8 If execution of this Agreement requires any license or other permit to be issued in the Territory or in the country of origin, completion of the Agreement shall be subject to the responsible Party obtaining the required license or permit in compliance with the applicable laws.

17.9 The Supplier shall act as an independent contractor with respect to the Agreement and shall exercise control, supervision, management and direction as to the method and manner of obtaining the results required by Company.

17.10 All notices in respect of the Agreement shall be given in writing and delivered by hand, by fax or by international courier to the addresses specified in the PO, as may be amended if notified in writing. Such notices shall be effective (a) if delivered by hand, at the time of delivery; (b) if sent by fax, on the first working day at the recipient address following sending; or (c) if sent by international courier, 48 hours after the time of posting.

17.11 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and any changes to this Agreement must be made in writing and signed by or on behalf of both Parties.

17.12 The Supplier shall give preference to suitably qualified and experienced national sub-suppliers as well as equipment and supplies offered in the Territory, to the extent reasonably possible.

17.13 No provision of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, unless otherwise expressly provided herein.

17.14 If any provision of this Agreement is determined to be illegal or unenforceable, it shall be deemed to have been deleted without affecting the remaining provisions.

### **END OF GENERAL TERMS AND CONDITIONS**