

# GENERAL TERMS FOR AL-SHAHEEN CRUDE OIL SALES

## (PART-II)

Special Terms (Part-I) of the Agreement shall prevail over this Part-II in the event of conflict or discrepancy between Part-I and Part-II.

### TABLE OF CONTENTS

Preamble

Article	1.	Definitions
	2.	Quantity, Quality, Measurement and Sampling
	3.	Price
	4.	Payment
	5.	Delivery and Title
	6.	Nomination Procedure
	7.	Loading Procedure
	8.	Laytime and Demurrage
	9.	Port Dues and Charges
	10.	Default and Liability
	11.	Assignment
	12.	Destination
	13.	Force Majeure
	14.	Shortage of Oil
	15.	Applicable Law and Dispute Resolution
	16.	Compliance
	17.	Notices and Language

## 1. **DEFINITIONS**

1.1 In this Agreement the following words and terms shall, unless otherwise provided, have the following meanings:

'Adverse Weather Conditions' shall mean weather and/or sea conditions that are sufficiently severe either: (i) to delay or prevent a vessel, at or in the vicinity of the loading port, from proceeding to berth, loading or departing from berth in accordance with the weather limitations prescribed in published rules and regulations in effect at the loading port or by order of the port authorities, pilots or terminal manager; or (ii) to cause an actual determination by the Master of a vessel that it is unsafe for the vessel to proceed to berth, load or depart from berth.

'Agreement' shall mean the Special Terms (Part-I) and these General Terms (Part-II) together and any amendments thereto.

'Barrel' shall mean forty-two (42) United States Gallons at 60° F and at normal atmospheric pressure at Point of Delivery.

'Buyer' shall mean the (legal) person with whom Seller has entered into this Agreement, as specified in the Special Terms (Part-I).

'Cargo' shall mean the full quantity loaded or to be loaded onboard the tanker vessel nominated by Buyer in accordance with the provisions herein.

'Crude Oil' shall mean Al Shaheen Field crude oil and natural gas liquids, as exported from Point of Delivery.

'Date of Delivery' shall mean date of delivery to Buyer, as shown on a bill of lading.

'FOB' shall have the meaning stated in INCOTERMS 2010.

'General Terms' shall mean this Part-II of the Agreement.

'Parties' shall mean Buyer and Seller.

'Party' shall mean Buyer or Seller, as the case may be.

'Point of Delivery' shall mean the Al Shaheen FSO terminal located in Qatari National Waters at 26°35'N 52°02'E.

'Seller' shall mean the (legal) person with whom Buyer has entered into this Agreement, as specified in the Special Terms (Part-I).

'Worldscale 100' rate means the rate provided by the latest edition of the "WORLDSCALE TANKER NOMINAL FREIGHT-SCALE (WORLDSCALE)" for tanker vessels of the same type and category as the tanker vessel nominated by Buyer in accordance with the provisions herein.

1.2 'Special Terms' (Part-I) of this Agreement may, without limitation, be a printed form, a letter, a telex, a fax or other written telegraphic communication, or any other written document, which manifests a Crude Oil sales and purchase agreement between Buyer and Seller, and which incorporates these General Terms by reference to form this Agreement.

1.3 All references to time periods shall be in accordance with the Gregorian calendar. All references to time shall be as per Qatar local time (UTM + 3 hours).

1.4 Unless specifically otherwise stated in this Agreement, interpretation of any term or expression for the purpose of this Agreement shall be in accordance with its usual meaning in the petroleum industry .

**2. QUANTITY, QUALITY, MEASUREMENT AND SAMPLING**

- 2.1 Buyer shall purchase and take from Seller, and Seller shall sell and deliver to Buyer at the Point of Delivery the amount of Barrels of Crude Oil specified in Part-I. The Crude Oil sold shall be of the quality available at the Point of Delivery at the time of loading the Cargo, and the invoice quantity shall be the bill of lading quantity, which shall exclude sediment and water (S&W).
- 2.2 The quantity and quality of the Crude Oil shall be determined by Seller in accordance with the standard measuring and testing procedures in force at the Point of Delivery at the Date of Delivery.
- 2.3 An inspector, to be agreed by the Parties, shall be appointed to witness the determination of quantity and quality of the Crude Oil, and the cost for such services shall be shared equally between the Parties.
- 2.4 The bill of lading shall determine the quantity of Crude Oil delivered in conformity with measurements at the Point of Delivery and shall be considered final and binding to both Parties save for fraud or manifest errors.
- 2.5 With the necessary assistance of Buyer, Seller shall make provisions for the taking of representative samples of Crude Oil delivered, and such samples shall be retained by Seller in sealed condition for a period of sixty (60) days after the Date of Delivery. Buyer shall be entitled to receive at least one (1) litre sealed sample of the Crude Oil loaded, and such sample may be placed onboard the tanker vessel nominated by Buyer, if so requested by Buyer.
- 2.6 Subject to Clause 2.4, any claims from Buyer as to determinations made at the Point of Delivery relating to the quality and/or quantity of Crude Oil delivered shall be received by Seller in writing within sixty (60) days from the Date of Delivery stating in detail the specific facts upon which the claim is based with supporting documentation.
- 2.7 In the event of dispute between the Parties over the quality of Crude Oil delivered, either Party may request that a sealed sample of Crude Oil, as provided in accordance with Clause 2.5, shall be opened and analyzed by an independent third party laboratory, to be approved by the other Party, such approval not to be unreasonably withheld. The results of the analysis shall be binding on the Parties for the purpose of this Agreement, except where either Party within eight (8) days of receipt of such results substantiates in writing to the other Party that such results are substantially incorrect and would lead to a substantial and unwarranted loss or gain for either Party. In such event, the Parties shall without undue delay attempt to find another mutually acceptable solution, in the absence of which either Party may refer the matter to dispute resolution in accordance with Clause 15.

**3. PRICE**

- 3.1 The price of Crude Oil shall be specified in Part-I of this Agreement and shall, unless otherwise agreed between Buyer and Seller, be in US Dollars (with three decimals) per Barrel after deduction of S&W, as stated in Clause 2.1.

**4. PAYMENT**

- 4.1 Payment shall be made in US Dollars, and without any deductions, discounts, withholdings, offsets or counterclaims by telegraphic transfer of immediately available funds on or before the payment due date stipulated in Part-I of this Agreement. Payment shall be made to a bank account designated by Seller in immediately available US Dollars within thirty (30) days from bill of lading date (with bill of lading date to be day one) against Seller's commercial invoice (telex or fax invoice acceptable) and full set of original bills of lading. In the event of non-delivery of bills of lading and without prejudice to any remedy, which Buyer may have for non-delivery of such documents, Buyer shall pay against receipt of Seller's commercial invoice and a letter of

indemnity executed by Seller.

- 4.2 Payments due at weekends or on bank holidays.  
If any payment falls due on a Sunday or bank holiday Monday in New York, such payment shall be made on the first New York banking day following and if any payment falls due on a Saturday or any other bank holiday in New York such payment shall be made on the preceding banking day in New York.
- 4.3 Seller shall have the right at any time to request Buyer to open an irrevocable documentary Letter of Credit in favour of Seller covering the amount stipulated in Part-I and in a wording and issued by an international reputable bank acceptable to Seller. Such Letter of Credit shall be issued (and, if so requested by Seller, confirmed by a local bank) to Seller at least fifteen (15) days before the first date of the agreed loading date-range as specified in the Special Terms - Part-I, and shall be transferable, be payable in US Dollars in immediately available funds, valid for at least ninety (90) days, contain payment terms as stipulated in these General Terms (Part-II) as well as in the Special Terms (Part-I), if any, and shall be payable to Seller on demand promptly thirty (30) days from the bill of lading date (bill of lading date is day one).
- 4.4 Buyer shall bear any and all expenses and bank charges for establishing the Letter of Credit including all costs and expenses for confirmation of such Letter of Credit, extension, amendments or agreed alterations thereto.
- 4.5 Should for any reason payments not be made when due, such payments shall bear interest for each day of delay at the London Interbank Offered Rate (LIBOR) for three (3) months US Dollar deposits published on the due date by the British Bankers Association plus a margin of four (4) percent per annum until payment of the amount due has been made in full. Such interests shall be in addition to any other rights of Seller arising out of such payment delay, and shall under no circumstances be considered as an agreement by Seller to provide extended credit.

## **5. DELIVERY AND TITLE**

- 5.1 The Crude Oil shall be delivered FOB at the Point of Delivery to the tanker vessel nominated by Buyer and accepted by Seller. Title to and risk of the Crude Oil shall pass from Seller to Buyer as the Crude Oil passes the flange connection between the delivery hose and the vessel's cargo intake manifold.

## **6. NOMINATION PROCEDURE**

- 6.1 The loading date-range shall be as specified in Part-I, unless the Parties subsequently agree otherwise in writing.

Buyer shall notify Seller no later than fourteen (14) days prior to the first day of the loading date-range and, in any event, in accordance with the nomination regulations in force at the Point of Delivery of the following:

- a. The name, flag, size, pumping rate and dead weight of the tanker vessel to be nominated for lifting the Cargo in question.
- b. The approximate quantity of Crude Oil to be loaded by such tanker vessel.
- c. The Estimated Time of Arrival (E.T.A.) at the Point of Delivery for the tanker vessel so nominated within the loading date-range. Within the loading date-range the tanker vessel shall arrive and tender notice of readiness to load at the Point of Delivery.
- d. Destination of the Cargo, both interim and final destination, shall be specified if and when applicable.

- e. Full detailed instructions needed by Seller to issue all necessary documents in accordance with regulations, including any export regulations, in force.
  - f. Such other information as Seller may reasonably require, including a completed vetting list.
- 6.2 Seller shall notify Buyer as soon as practicable after receipt of the notice specified above whether Seller accepts or rejects the nominated tanker vessel. In case of rejection, Buyer shall promptly nominate an alternative tanker vessel for Seller's acceptance.
- 6.3 Buyer shall be entitled to substitute any tanker vessel so nominated by another tanker vessel provided that:
- a. Buyer shall give Seller written notice of the characteristics (as stated in Clause 6.1) of such substitute vessel not less than seven (7) days prior to E.T.A. of the originally nominated tanker vessel.
  - b. The substituting tanker vessel is accepted by Seller, in accordance with Clause 6.2.
- 6.4 Buyer undertakes to make himself familiar with the tanker vessel size limitations and restrictions at the Point of Delivery and its approaches, such as restrictions in deadweight and displacement tonnage, length overall, loaded draught, tides, keel clearance and other limitations currently in effect. Buyer shall keep himself informed of any changes in said restrictions, which may occur from time to time, and shall not nominate tanker vessels with specifications exceeding such limitations. Buyer shall adhere to Seller's terminal procedures at the Point of Delivery, as in force from time to time.
- 6.5 If Buyer does not comply with nomination procedures specified above, he shall not be entitled to any demurrage.
- 6.6 Buyer warrants that any tanker vessel nominated under this Agreement is owned or demise chartered by a member of the International Tanker Owners' Pollution Federation Limited (ITOPF). Buyer further warrants that the nominated vessel shall have in place insurance cover for oil pollution in an amount of no less than the highest standard oil pollution cover available under the rules of the international group of P&I clubs, free of expense to Seller. The tanker vessel shall be in full compliance with all laws and regulations applicable at the Point of Delivery at the Date of Delivery.
- 6.7 The Al Shaheen terminal shall comply with the requirements of governmental authorities of Qatar for security procedures applicable for such offshore terminals in place from time to time and Buyer shall ensure that its tanker vessel shall comply with the International Code For The Security Of Ships And Of Port Facilities (ISPS Code) as applicable for the vessel, and upon Seller's request submit to Seller documentation for compliance.
- 6.8 Should Buyer or Buyer's tanker vessel not conform or comply with the provisions of this Clause 6, Seller may refuse to berth or load the tanker vessel and shall be under no obligation to supply the Crude Oil which would otherwise have been deliverable to Buyer on such tanker vessel and Seller may sell or otherwise dispose of any such Crude Oil as Seller may in its absolute discretion determine, without any liability upon Seller. Any resulting delay or expenses shall be for Buyer's account and Buyer shall indemnify Seller for all costs, losses or damages incurred by Seller as a result thereof in accordance with Clause 10.2.

## **7. LOADING PROCEDURE**

- 7.1 Buyer shall arrange for the master of the tanker vessel loading under this Agreement to advise telegraphically Seller's local representative of the following notices of arrival within the limits specified:

- a. At least seventy-two (72) hours before arrival to advise E.T.A.
  - b. At least forty-eight (48) hours before arrival to advise E.T.A.
  - c. At least twenty-four (24) hours before arrival to confirm or amend E.T.A.
  - d. On arrival to advise the exact time of arrival.
- 7.2 Upon arrival of the tanker vessel at the customary anchorage for the Point of Delivery, the master of the tanker vessel or his local representative shall give Seller's local representative written notice of the tanker vessel's readiness to load the Cargo. Such notice of readiness shall not be given until after the tanker vessel has received all clearances required by Customs and/or other local government authorities of the State of Qatar.
- 7.3 A berth at the Point of Delivery will be provided to tanker vessels which have been properly nominated, accepted and have tendered notice of readiness to load within the loading date-range specified in Clause 6 of this Agreement. For such tanker vessels the allocation of loading berth will be on a "first come first served" basis.
- 7.4 The Buyer shall ensure that the tanker vessel (nominated by Buyer) and its Master shall comply with the following rules and regulations, as amended from time to time:
- a. The rules and regulations for the use of the facilities at the Point of Delivery.
  - b. Safety rules and/or other governmental guidelines or recommendations regarding safety.
  - c. International anti-pollution rules, standards and/or conventions applicable to the operations contemplated by this Agreement.
  - d. Laws and regulations in force from time to time in the State of Qatar.
- 7.5 Seller shall provide the master of the tanker vessel nominated by Buyer with blank forms of Seller's discharge certificate, same to be completed by the master and verified and signed by the customs or port authorities in the port of discharge, and returned to Seller within two (2) months from the date of bill of lading.

## **8. LAYTIME AND DEMURRAGE**

- 8.1 If the tanker vessel tenders proper notice of readiness, arrives and completely discharges ballast at the Point of Delivery within the loading date-range allocated to such tanker vessel in accordance with Clause 6, the laytime shall commence six (6) hours after Seller's local representative has received and accepted such proper notice of readiness, or when the vessel is all fast in berth with loading hose(s) connected, whichever occurs first.
- 8.2 Laytime allowed for loading the Cargo nominated by Buyer and accepted by Seller shall be forty-two (42) hours. However, if the tanker vessel is to load more than one Cargo, as agreed in Special Terms Part-I, the laytime shall be increased by forty-two (42) hours for each additional Cargo.
- 8.3 Loading shall be completed and laytime cease to count on completion of disconnecting the loading hoses.
- 8.4 If the tanker vessel tenders notice of readiness at the Point of Delivery before the first day of the loading date-range allocated to that tanker vessel, it shall, always at the discretion of Seller, be given a loading berth as soon as possible but without commitment or obligation by Seller and laytime shall begin on commencement of loading or at 06:00 hours a.m. local time on the first day of the loading date-range, whichever occurs first.

- 8.5 If the tanker vessel tenders notice of readiness after the loading date-range, Seller shall not be obligated to deliver the Crude Oil which should have been loaded on such vessel unless Seller specifically agrees to do so, in which case laytime shall begin on commencement of loading.
- 8.6 Laytime allowed for loading the tanker vessel shall be increased beyond forty-two (42) hours (and any additional forty-two (42) hours allowed in accordance with Clause 8.2 as the case may be) - for any one of the following reasons only:
- a. If the condition or facilities of the tanker vessel do not permit loading within the forty-two (42) hours, then adequate time shall be added to permit the loading of the tanker vessel, in which case Buyer shall indemnify and reimburse Seller for and against any loss, cost, liability or expense incurred as a result thereof, including, but not limited to, as a result of delay to other vessels.
  - b. If the tanker vessel is delayed in berthing and uses more than six (6) hours for that purpose after having tendered its notice of readiness, accepted by Seller, and the reason for such delay is beyond the control of Seller, the laytime allowed shall be increased correspondingly, in which case Buyer shall indemnify and reimburse Seller for and against any loss, cost, liability or expense incurred as a result thereof (including, but not limited to, as a result of delay to other vessels) if such berthing delay is not beyond the control of Buyer.
  - c. If, for any reason, Buyer or the master or the owner or the operator of the tanker vessel prevents, obstructs or delays loading (including but not limited to as a result of their failure to comply with the rules and regulations stated in Clause 7.4) fully or partly and at any time, time so lost shall be added to the laytime allowed, and Buyer shall in such case indemnify and reimburse Seller for and against any loss, cost, liability or expense incurred as a result thereof, including, but not limited to, as a result of delay to other vessels.
  - d. If, for any reason of Adverse Weather Conditions or current conditions, berthing and/or loading is delayed or stopped at any time affecting the tanker vessel directly, or indirectly because of delay to other vessels which arrived prior to Buyer's vessel, time so lost shall be added to the laytime allowed.
- 8.7 Seller shall pay demurrage for time used for loading in excess of laytime allowed. The rate of demurrage shall be calculated for the actual Cargo size as per the charter party rate payable by Buyer for the tanker vessel at the date of bill of lading, provided such demurrage rate does not exceed Worldscale 100, in which case Worldscale 100 shall apply. Seller's liability for demurrage under this Agreement shall not exceed the actual demurrage which the Buyer is held liable for under the terms of the charter party, as evidenced by Buyer's documentation to Seller's reasonable satisfaction.
- 8.8 If there is no charter party or chartering agreement for the tanker vessel, demurrage shall be paid in accordance with the average freight rate assessment (AFRA) effective on the date of bill of lading, provided such demurrage rate does not exceed Worldscale 100, in which case Worldscale 100 shall apply. If AFRA rates cease to be published or cease to be representative, Seller and Buyer shall consult in order to establish an alternative method of assessment.
- 8.9 If the Seller is, due to Adverse Weather Conditions or Force Majeure, prevented, delayed or hindered from or in obtaining or bringing to the Point of Delivery the Crude Oil required under this Agreement, or any part thereof, or from or in loading the same, then notwithstanding any other provisions of this Agreement any time lost, whether in the commencement, carrying out or completion of the loading, shall not be counted or included in calculating the time taken by the Seller to load such shipment; and any time so lost after the time allowed for loading as hereinbefore provided shall have expired shall not be counted or included in calculating the time in respect of which the Seller is liable for demurrage.
- 8.10 Seller shall not be liable for demurrage for any delay due to fault or failure of the tanker vessel or its master or crew, or if loading is suspended for tanker vessel's purposes, in which case

Buyer shall pay all expenses incurred by Seller as a result thereof.

- 8.11 The demurrage rates referred to above shall be reduced by fifty (50) percent where demurrage is caused by events such as accidents occurring to equipment affecting the loading from the Point of Delivery or fire in or near the loading installations to the extent that such events do not fall within the provisions of Clause 13 (Force Majeure).
- 8.12 Seller shall be discharged and released from all liability for payment of demurrage if claims for demurrage have not been presented to Seller in writing with complete supporting documentation within sixty (60) days from the date of the bill of lading under which the claim for demurrage arises.
- 8.13 Buyer's claim for demurrage, as described in this Clause 8, shall be Buyer's sole remedy for time used in excess of laytime allowed.

## **9. PORT DUES AND CHARGES**

- 9.1 All port charges, port dues and other taxes and charges against the tanker vessel at the Point of Delivery, such as but not limited to agency fees, consular fees, towage, pilotage, customs entrance and clearance fees and customs overtime, as applicable, shall be borne by Buyer. Buyer shall likewise be responsible for payment of any taxes, duties, imposts, fees, charges and dues of every description on the Crude Oil in respect of any stage after Point of Delivery.

Buyer's failure of upfront payment of port dues and charges will result in non-acceptance of the vessel by Seller without liability upon Seller.

## **10. DEFAULT AND LIABILITY**

- 10.1 Without prejudice to any of its other rights and remedies under this Agreement or at law, Seller may terminate this Agreement forthwith on giving Buyer notice in writing to that effect in the event that:
- a. Buyer goes into liquidation or enters into an arrangement of composition with its creditors, or suspends his payments to third parties for whatever reason;
  - b. Buyer is in arrears with payments due to Seller under this Agreement or any other agreement between Buyer and Seller;
  - c. If payment is via a Letter of Credit, and Buyer does not open such Letter of Credit in accordance with the provisions of Clause 4; or
  - d. Buyer fails in any substantial way to comply with the provisions of this Agreement.
- 10.2 Should Buyer fail to present the nominated tanker vessel or its substitute in the loading port within the loading date-range allocated to the nominated tanker vessel in accordance with the nomination procedure under Clause 6; or subject to Clause 8.5, if Buyer fails to tender notice of readiness within the loading date-range, Seller shall have the right to sell or otherwise dispose of the Crude Oil and Buyer shall remain responsible for and agrees to indemnify Seller for any claims, losses, damages, costs and expenses incurred by Seller as a result of the above failure, including but not limited to, costs of storage, loss of interest, delays to other vessels or losses due to any difference in price between the sale price payable under this Agreement for such volumes of Crude Oil and the actual price at which the volumes were actually sold, if such actual price is less.
- 10.3 Buyer shall be liable for any loss or damage to Crude Oil or property of Seller or the loading terminal (and any liability arising from such loss or damage, including, but not limited to, consequential loss and damage and any liability arising from an oil spill or discharge) occurring

before, during or after the loading of the tanker vessel to the extent caused by the tanker vessel or by Buyer or its servants.

- 10.4 Buyer shall indemnify and hold Seller harmless from and against any loss or damage arising from any negligence or omission by Buyer, or its servants, or by officers or crew of the tanker vessel whether owned, operated or chartered by Buyer or its affiliate in connection with the loading and delivery and off take of the Crude Oil under this Agreement.
- 10.5 With respect to any loss of or damage to any property (including but not limited to the tanker vessel) owned or leased by Buyer or by its servants or officers or by the crew of the tanker vessel, or any injury to or death of any personnel of Buyer (including but not limited to its servants, officers and the crew of the tanker vessel), Buyer shall, for the purpose of this Agreement, regardless of cause or negligence (including but not limited to gross negligence) or default or otherwise on any part, be solely responsible for and shall defend, protect, indemnify and hold harmless Seller from and against any loss, claim, liability, demand, damages and costs whatsoever relating thereto.
- 10.6 Seller shall not in any way be liable to Buyer for any loss of production, profits or use or any indirect, punitive or consequential damages, irrespective of cause or negligence (including gross negligence) or default or otherwise on any part.

## **11. ASSIGNMENT**

- 11.1 Neither Party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided however that Seller may assign its rights and/or its obligations, in whole or in part to an affiliated company or government agency, or to any joint venture partner in crude oil production offshore Qatar, without Buyer's consent.
- 11.2 The assignee, if any, shall assume all rights and obligations and shall be subject to all terms and conditions of this Agreement as if such assignee were a party to this Agreement initially. However, whenever assignment is made, the assigning Party shall remain jointly and severally liable for the full performance of this Agreement by its assignee.

## **12. DESTINATION**

- 12.1 The Crude Oil and products derived therefrom shall not be resold or supplied directly or indirectly to any country, territory or company where such sale or supply is a violation of the law, rules and/or regulations issued by the Government of Qatar.

## **13. FORCE MAJEURE**

- 13.1 Neither Party shall be liable to the other Party for failure to fulfil its obligations when due to Force Majeure, defined as an external occurrence affecting the rights and obligations of a Party and beyond the reasonable control of and not due to the fault, omission or negligence of the Party affected and which said Party could not reasonably have foreseen or provided against by exercising due diligence and/or by applying additional resources.
- 13.2 Force Majeure shall include, but not be limited to, acts of God, civil unrest, battle, commotion, declared and undeclared war, sabotage, terrorist acts, blockade, revolution, boycott or embargo, trade restriction, action by Government, strike, lock out or other labour dispute, destruction of Crude Oil before loading, breakdowns or accidents in production or loading export facilities, and reduced production.
- 13.3 Notwithstanding Clauses 13.1 and 13.2, Force Majeure shall not include any of the following occurrences:

- a. Strike or slow or obstructive or disruptive conduct or other labour disturbances restricted to either Party's and/or its subcontractor's personnel.
  - b. Except as specifically provided elsewhere in this Agreement, rough sea and/or weather conditions.
  - c. Lack of funds or valid certificates or any other documents, permits or licenses.
- 13.4 Where a delay occurs or is anticipated due to Force Majeure, the Party affected shall promptly notify the other Party in writing thereof and give full details of cause and estimated duration of the delay and shall endeavour to remedy the delay with all reasonable dispatch. Upon cessation of Force Majeure, the Party affected shall promptly resume its obligations and keep the other Party updated on the progress made in such efforts.
- 13.5 In the event that delivery by Seller of the Cargo sold hereunder is affected by Force Majeure, Seller shall be entitled to postpone delivery of the Cargo until such time when delivery can take place without delaying or interfering with the loading of other vessels, which at the time Force Majeure occurred were scheduled to load after Buyer's vessel.
- 13.6 If, by reason of Force Majeure, the fulfilment by either Party of any terms and conditions of this Agreement is delayed for a period exceeding three (3) months, either Party shall have the right to terminate this Agreement by giving a written notice.
- 13.7 Nothing contained in this Clause shall relieve Buyer of the obligation to pay in full for all Crude Oil sold and delivered hereunder and for all other amounts due to Seller by Buyer under this Agreement, and such obligation shall be absolute.

#### **14. SHORTAGE OF OIL**

- 14.1 If at any time, in Seller's sole opinion a shortage in the supply of Crude Oil is existing or threatening at the Al Shaheen Field, such that Seller is unable to meet its own requirements and its commitments to other customers, then Seller may reduce the volumes to be delivered hereunder on an equitable basis and to the extent feasible at the time when deliveries to its buyers are due on any basis according to its own discretion. In no event shall Seller be required to seek or purchase additional quantities of oil to satisfy Buyer's requirements hereunder. If Seller should acquire additional oil from any source during the period of shortage, Seller shall not be required to allocate such oil to Buyer.

#### **15. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 15.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Qatar.
- 15.2 If, at any time, any difference or dispute shall arise between the Parties concerning the interpretation or the application of this Agreement or anything therein contained, or any rights or liabilities thereunder, the same shall, failing agreement to settle the difference or dispute amicably, be finally settled by the competent court in Qatar.

#### **16. COMPLIANCE**

- 16.1 The Buyer shall strictly observe the laws, orders, regulations and other instruments having legal force from time to time in the State of Qatar and/or any other country having jurisdiction.

16.2 Foreign Trade Controls

The Buyer shall comply with all foreign trade control laws and regulations applicable to the Agreement.

16.3 Anti-Corruption

## Definitions

For the purposes of this Clause 16.3 the following definitions shall apply:

- a. 'Government' shall mean any national or local government, including any department, agency or other instrumentality thereof, and any government owned or controlled enterprise.
- b. 'Public Official' shall mean any (a) officer or other person employed in any capacity (i) at any level of Government, (ii) any official or employee of a labour union controlled by any Government or political party, or (iii) in any public international organization, such as the United Nations or the European Union, including any department, agency or other instrumentality thereof, (b) any candidate or officer or other person employed by a political party, or (c) any person acting in any official capacity for or on behalf of any person or organization listed in (a) or (b).

The Parties undertake and warrant that they shall not, nor shall any agent, consultant or other intermediary acting on their respective behalf, directly or indirectly, in relation to the Agreement, give, promise or attempt to give, or approve or authorize the giving of, anything of value, including by transferring all or part of the remuneration payable under the Agreement, to:

- a. any employee, officer or director of or any person representing the other Party;
- b. any other person, including any Public Official;
- c. a political party or a labour union controlled by any Government or political party; or
- d. a charitable or other organization, or an officer, director or employee thereof, or any person acting directly or indirectly on behalf of the same,

for the purpose of (i) securing any improper advantage for either the Buyer or the Seller; (ii) inducing or influencing a Public Official improperly to take any action or refrain from taking any action in order for either the Buyer or the Seller to obtain or retain business, or to secure the direction of business to either the Buyer or the Seller, or (iii) inducing or influencing a Public Official to use his/her influence with any Government or public international organization for any such purpose.

17. NOTICES AND LANGUAGE

- 17.1 All agreements, notices, invoices, and other communications provided for in this Agreement shall be in writing and deemed to have been given and delivered to Seller or Buyer, as the case may be, on the date of receipt thereof at their respective addresses herein specified. Such agreements, notices, invoices and other communications may be delivered or sent by prepaid telex, fax, registered mail, cable or e-mail to the addresses of Seller and Buyer as specified in the Special Terms (Part-I).

Seller: As stated in Part-I.

Buyer: As stated in Part-I.

Either Party may at any time change its above address/addressee by notice to the other Party.

- 17.2 The language of this Agreement and any dispute resolution and communications hereunder shall be English.