

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS:

In these General Terms and Conditions of Purchase:

- 1.1 The 'Day' or 'Week' shall mean a calendar day or week unless otherwise specified. The dates and periods as per Gregorian calendar shall be followed for the purpose of the Purchase Order.
- 1.2 The 'Goods' shall mean those goods, commodities, materials or other articles described in the Purchase Order, including the constituent parts or materials of which the Goods are comprised and/or Services provided by Seller relevant to the supply of such Goods.
- 1.3 The 'Party' or 'Parties' shall mean in singular either the Purchaser or Supplier and in the plural both the Purchaser and Seller.
- 1.4 The 'Price' means the total value as stated on the face of the Purchase Order.
- 1.5 The 'Purchaser' shall mean Qatar Petroleum (QP).
- 1.6 The 'Purchase Order' shall mean the written agreement for the supply of Goods and/or Services provided by Seller relevant to the supply of such Goods, on the terms and conditions set out in these General Terms and Conditions, in the specification and in any other relevant documents attached hereto or referred to herein.
- 1.7 The 'Seller' shall mean the person, firm or company named as such on the face of the Purchase Order.
- 1.8 The 'Seller Personnel' shall mean all individuals, whether employees of Seller or not, provided and/or engaged in the Goods and/or Services by the Seller.
- 1.9 The 'Services' shall have the meaning as specified in Article 25.
- 1.10 The 'Site' means all the places within the State of Qatar as designated by the Purchaser where the Services are to be performed'.
- 1.11 The 'Specification' means the Purchaser's description of the Goods to be supplied by the Seller set out in the Purchase Order or in any other document or documents referred to therein. Such Specification shall incorporate all information necessary to fully define the goods to be supplied and shall include where necessary technical data, plans, drawings, relevant standards, quality requirements, etc.
- 1.12 The 'Taxes' shall mean all taxes, imposts, levy or duty including but not limited to: (i) value added tax, goods and services tax or any tax of similar nature, (ii) excise duties and custom duties, (iii) any withholding taxes, or (iv) taxes based upon or determined by reference to gross or net income of Seller, its subseller, their affiliates and their respective personnel, or (v) any taxes imposed in lieu of an income tax.

2. ACKNOWLEDGEMENT:

Seller shall acknowledge receipt of the Purchase Order within five (5) calendar days after receipt thereof. Seller shall confirm complete delivery details within ten (10) calendar days of receipt of the Purchase Order. With its acknowledgment, Seller shall advise the name and title of the person within Seller's organization who will be responsible for controlling and coordinating the filling of the Purchase Order requirements.

3. PRICES:

As full compensation for supplying the Goods and performing all Seller's obligations under the Purchase Order, Purchaser shall pay Seller the Price. The Price shall not be subject to escalation nor increased as a result of any increase in Seller's costs nor adjusted for any reason except as may be provided in any change order issued by Purchaser.

4. TERMS OF PAYMENT:

- 4.1 For the completion of the delivery of Goods and/or Services, Purchaser shall pay or cause to be paid to Seller the amounts provided for, at the times and in the manner specified in the Purchase Order, and in any changes, amendments or modifications in accordance with Article 19.2.
- 4.2 Subject to Article 4.3, Seller shall submit to Purchaser an invoice in a non-alterable electronic format (PDF) pursuant to the requirements specified in Article 5 below. The Seller may request and Purchaser may allow, at its sole discretion, an exemption from submission of invoice in electronic format.
- 4.3 Seller shall be responsible for ensuring that it can submit an electronic format invoice in its country of establishment and that the invoice will comply with all tax and legal requirements in its country of establishment. In the event Seller is prohibited under the tax and or legal requirements of its country of establishment to submit the electronic format invoice, Seller shall notify Purchaser immediately of such prohibition and provide Purchaser with necessary documents evidencing such prohibition.

- 4.4 Purchaser may, without prejudice to Article 4.6, determine at its sole discretion that a paper invoice may be submitted by Seller to Purchaser in lieu of the electronic format invoice in the form as described in Article 4.2.
- 4.5 The invoice issued in accordance with Article 4.2 above shall be deemed an original invoice, unless Purchaser agrees to accept a paper invoice in accordance with relevant provisions of Article 4.3.
- 4.6 The Parties expressly waive any objection to the validity of any invoice issued in accordance with Article 4.2 and supporting documents on the basis of its legal effect, validity or enforceability solely because it is in electronic form. Notwithstanding anything contained herein to the contrary, a print-out of such invoice made by Purchaser shall be deemed as conclusive evidence of the invoice and shall be binding upon Seller and Purchaser shall have the right to submit such print-out as evidence in any court or arbitral proceedings with Seller or to submit such print-out as evidence for tax and legal requirements purposes.
- 4.7 Each invoice shall be on Seller's uniform invoice in a form acceptable to Purchaser or company letterhead, be dated, include a unique alpha and/or numerical identifier, mention Seller's Purchaser SAP ID (Vendor Code), show separately the individual amounts for Purchase Order items of Goods supplied and/or Services rendered, the Purchase Order Number. Invoices shall be forwarded to the address shown in Article 5 below.
- 4.8 Upon the expiry of thirty (30) days and within forty-five (45) days from receipt by Purchaser of a correctly prepared and adequately supported invoice or, in event that the forty-fifth (45th) day falls on a Purchaser weekend or public holiday, on the immediately succeeding working day, Purchaser shall pay the undisputed amount of such invoice to the bank account as per the 'Vendor Master File Update' form duly submitted in accordance with Article 5 below.
- 4.9 Receipt of an invoice submitted by Seller in accordance with Article 4.2 shall be deemed to have occurred when the electronic transmission enters Purchaser's computer servers during Purchaser official working hours and Purchaser has sent to Seller in electronic form of its acknowledgment on the receipt of such invoice. For the avoidance of doubt, the receipt of the invoice is not when it is sent by Seller but it is when the acknowledgment is sent by Purchaser in electronic form to Seller.

Notwithstanding the above, Purchaser does not warrant uninterrupted and/or reliable access to the computer system or mail server of Purchaser and makes no warranties whatsoever as to its operation, availability, functionality that it will be free of error, defects, delays in operation, mistakes, disruption or otherwise. Purchaser shall not be responsible for internet outages, hardware and/or software failures, downtime, Force Majeure event and/or errors.

- 4.10 Seller shall not include or contain any computer programs, executable files, information or data into the invoice set out in Article 4.2 which contains any virus, time bombs, Trojan horses, worms, cancel bots or other computer programming routines that may damage, detrimentally interfere with, intercept or expropriate any system, data or information of Purchaser.
- 4.11 Seller shall ensure that Purchaser has the correct banking information of Seller in order to make a bank transfer in accordance with Article 5 below. Seller assumes the entire risk for incorrect bank transfers arising from incorrect banking information provided by Seller. Any change to the nominated bank shall only be made in accordance with the requirements set out in Article 5 below.
- 4.12 If Purchaser disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, Purchaser representative shall notify Seller in writing within twenty one (21) days of receipt of the invoice, stating the reason Purchaser disputes the amount invoiced. Purchaser shall pay the undisputed part of any invoice within the period stated in Article 4.8 above. For the disputed part, Seller shall make the appropriate corrections or changes and resubmit such invoiced amounts to Purchaser together with the succeeding invoice. If any other dispute connected with the Purchase Order exists between the Parties, Purchaser may notify Seller and withhold from any money which becomes payable either (i) the equivalent of Purchaser's estimated values of the portion of the items of Goods supplied and/or Services rendered which is under dispute or, (ii) the amount which is the subject of the dispute. On settlement of any dispute, Seller shall submit an invoice for sums agreed for payment and Purchaser shall make the appropriate payment in accordance with the provisions of Article 4.8 above.
- 4.13 Neither the presentation, payment nor non-payment of an individual invoice shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the Parties hereunder. Seller agrees that no payment made under the Purchase Order shall be evidence of the performance of the Purchase Order, either wholly or in part, and that no payment shall be construed to be an acceptance of the items supplied and/or the Services rendered.
- 4.14 Purchaser may deduct or withhold from any money which is due or which may become due to Seller:
- 4.14.1 Any sum which Purchaser believes was incorrectly paid to Seller;
- 4.14.2 Any sum which is contractually or legally due or owing to Purchaser from Seller whether or not related to the Purchase Order.
- 4.15 Notwithstanding anything to the contrary in the Purchase Order, Purchaser shall not be liable to pay any interest on any delayed payments.

## 5. INVOICE SUBMISSION:

- 5.1 Seller shall submit invoices in accordance with Article 4 above.
- 5.2 The invoices shall be:
- 5.2.1 in secure and non-alterable electronic formats in the form of PDF. Any invoice or its attachment in a format other than

PDF will not be accepted. Seller shall not submit a paper invoice unless expressly requested by Purchaser;

- 5.2.2 submitted to Purchaser's e-mail ID: invoice-payable@qp.com.qa by Seller's single point of contact or Seller personnel through a Seller's permanent e-mail ID as mentioned in Vendor Master File Update form and considered as the only valid e-mail ID for the purpose of invoicing under the Purchase Order. A chain of emails shall not be used to submit invoices. All invoices should be submitted through the abovementioned Seller's same email ID;
- 5.3 All invoices submitted by Seller to Purchaser in PDF format shall meet, including but not limited to, the following requirements:
- 5.3.1 PDF pages must be A4 size only
- 5.3.2 The scanned images should be legible and clear.
- 5.3.3 Purchaser will not accept poor PDF image qualities.
- 5.3.4 Invoices must include Seller's Purchaser SAP ID.
- 5.4 For the purpose of record retention and taxes, Seller shall store and maintain the availability of the invoices for a period of fifteen (15) years or such longer period as may be required by applicable Qatari Laws in the following manners:
- 5.4.1 The invoice data shall be readily accessible and readable at any time;
- 5.4.2 The invoices shall be stored in their original format;
- 5.5 Seller shall inform Purchaser of any changes to Seller details / vendor master data including any subsequent changes to bank details by completing the 'Vendor Master File Update' (VMFU) form. The said form is available under e-Registration on Purchaser website (www.qp.com.qa). Until the update of the relevant master file in Purchaser system, payments to Seller shall continue to be made to their existing bank account.

The original form duly completed, stamped and signed shall be forwarded to:

Qatar Petroleum,  
Purchasing & Contracts Department,  
Suppliers Relations Section.  
Navigation Plaza, 'C' Ring Road,  
PO Box 47, Doha, Qatar

Attention: Supervisor Supplier Relations  
Email ID: supplierrelation@qp.com.qa

- 5.6 Request for Purchase Order / Vendor Master File update in any other manner other than as mentioned above shall not be entertained.
- 5.7 Seller's invoices shall contain Purchase Order Number issued by Purchaser.
- 5.8 Where relevant, a separate invoice shall be submitted by Seller for:
- 5.8.1 Reimbursement of expenses such as custom duty, messing, accommodation etc., if applicable,
- 5.9 Seller's invoices shall be accompanied with all relevant supporting documentation as detailed in respective Purchase Order.
- 5.10 Queries on invoices and payments shall be sent through e-mail to: enquiry-payable@qp.com.qa
- 5.11 Queries on invoices may also be sent if required by post or fax to the contact details as mentioned below indicating the Purchase Order number:
- Qatar Petroleum,  
Finance Directorate,  
Al Sadd Plaza,  
P.O.Box 70, Doha, Qatar.
- Attention: FFA/3  
Fax #: +974-40139422
- 5.12 Payment for the completed delivery of Goods and/ or Services, shall be made in accordance with Article 4 above.

## 6. DISCOUNTS:

Discounts shall be calculated from the date invoices are received in proper form and invoice shall be payable within 45 days of receipt by Purchaser, unless otherwise agreed.

7. DRAWINGS:

In the event of any apparent inconsistency, inaccuracy or ambiguity in the specifications, drawings or other documents supplied by the Purchaser, the Seller will notify the Purchaser immediately and obtain instruction in writing before proceeding with the item in question. Any work performed after such discovery, until authorized in writing by Purchaser, will be at the Seller's risk and expense. The Seller will provide, at no extra cost to the Purchaser, detail drawings and other documents as mentioned in the Purchase Order. The Purchaser has the right to approve such detail drawings and other documents but such approval shall not relieve the Seller of any of his responsibilities under the Purchase Order.

8. EXPEDITING:

The Goods furnished under this Purchase Order, including all warranty work, shall be subject to expediting by Purchaser, Purchaser's representatives shall be afforded free access during working hours to Seller's plants, and Seller agrees to procure a similar right for Purchaser, for expediting purposes with respect to Seller's subsellers and vendors. As required by Purchaser, Seller shall supply schedules, progress reports and unpriced copies of Seller's Purchase Orders and Subcontracts for Purchaser's use in expediting to: Purchaser's expediting office :Qatar Petroleum, Purchasing & Contracts Department, Navigation Plaza P.O. Box 3212, Doha, Qatar, Tel. 0974-40131600, Fax 0974-44293816. Seller shall notify Purchaser in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken.

The Purchaser may, in such case it deems necessary and in its sole discretion without prejudice to any other rights which it may have, cancel the Purchase Order and make such other arrangements as the Purchaser may consider necessary or desirable in the circumstances. Any additional expenditure incurred by the Purchaser in connection therewith shall be reimbursed by the Seller upon demand.

9. SHIPMENTS:

The Purchaser reserves the right to cancel this Purchase Order if the promised or specified delivery date cannot be achieved. The Purchaser reserves the right to return over shipments supplied against this Purchase Order with freight costs to the Seller's account. Code numbers and Purchase Order number must be shown on all invoices, packing slips and packages.

10. QUALITY:

The Purchaser shall have the right to inspection and approval. Inspection by the Purchaser, at the Seller's premises shall not constitute final acceptance, if defects are discovered at the Purchaser's place of business the freight costs, both ways, shall be for the Seller's account.

11. WARRANTIES - GUARANTEES:

11.1 Seller warrants that the Goods shall conform with the Specification and requirements of the Purchase Order and are free from failures and defects in design, material and workmanship. Unless otherwise stated in the Purchase Order, this warranty shall remain in effect ("warranty period") for the period of eighteen (18) months from the date of delivery or twelve (12) months from the date of installation, whichever occurs first, unless otherwise agreed.

11.2 At Purchaser's option, Seller shall, at no cost to Purchaser, promptly repair or replace defective Goods after receipt of Purchaser's written notice of a defect. Notice of defect or non-conformance shall be given by Purchaser within a reasonable time after discovery. The warranty stipulated in Article 11.1 above shall apply to any repaired or replaced Goods.

11.3 Seller warrants good title to the Goods supplied hereunder by Seller, its sub-suppliers or vendors and that the Goods are provided free and clear of any liens, encumbrances or other security interest.

12. TITLE AND RISK OF LOSS:

Except as otherwise provided herein, all Goods furnished by Seller hereunder shall become the property of Purchaser upon payment therefore or upon delivery, whichever occurs earlier. Notwithstanding the foregoing, Seller shall be responsible for and shall bear any and all risk of loss or damage to the Goods until delivery thereof in accordance with the delivery provisions of this Purchase Order. Upon such delivery, risk of loss or damage shall pass to Purchaser; provided however, that any loss or damage, whenever occurring, which results from Seller's non-conforming packaging or crating shall be borne by Seller.

13. PATENTS:

Seller represents and warrants that the Goods are free from any claim of patent infringement and that any labels or trademarks affixed thereto are free from any copyright or trademark infringement and Seller agrees to protect, defend, indemnify, and hold harmless Purchaser from and against any such infringement claims and liability. Purchaser shall promptly notify Seller of any such claim. If the use or sale of any Goods is enjoined as a result of a legal action, Seller, at no expense to Purchaser, shall obtain for the Purchaser the right to use and sell said Goods or shall substitute equivalent Goods.

14. PURCHASER'S RIGHTS IN SPECIFICATIONS, DRAWINGS, ETC.:

All specifications, drawings, patterns or designs supplied by the Purchaser in connection with this Purchase Order shall remain the property of the Purchaser. Any information derived therefrom or otherwise communicated to the Seller by the Purchaser in connection with the Purchase Order will be kept strictly confidential by the Seller and will not be published or disclosed by the Seller to any third party, or made use of by the Seller (except for the purpose of implementing the Purchase Order) without the Purchaser's prior, written consent. All specifications, drawings, patterns or designs and all rights therein prepared by the Seller under the Purchase Order will become the

property of the Purchaser as soon as they have been prepared and will be handed over to the Purchaser on completion or termination of the Purchase Order.

#### 15. TERMINATION:

- 15.1 Purchaser shall have the right, by giving notice to Seller, to terminate the Purchase Order or all or any part of the Purchase Order at such time or times as Purchaser may consider necessary for any or all of the following reasons:
- 15.1.1 To suit the convenience of Purchaser; or
  - 15.1.2 Subject only to Article 15.2, in the event of any default on the part of Seller; or
  - 15.1.3 If Seller becomes bankrupt or makes a composition or arrangement with its creditors or if a winding-up order of Seller is 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 is appointed.
- 15.2 In the event of default on the part of Seller:
- 15.2.1 under the provisions of Article 29 (Conflict of Interest and Business Ethics), Purchaser shall have the right to issue a notice of termination in accordance with the provisions of article 15.1, without the need for issuance of a notice of default.
  - 15.2.2 under the Purchase Order other than the provision of Article 29 (Conflict of Interest and Business Ethics), before the issue by Purchaser of a notice Purchaser shall give notice of default to Seller giving the details of such default. If Seller upon receipt of such notice does not diligently commence and thereafter continuously proceed with action satisfactory to Purchaser to remedy such default Purchaser may issue a notice of termination in accordance with the provisions of Article 15.1.
- 15.3 In the event of Purchaser giving Seller notice of termination of all or any part of the Purchase Order such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon Seller shall immediately and in an orderly manner:
- 15.3.1 Cease performance of the Purchase Order or such part thereof as may be specified in the notice.
  - 15.3.2 Deliver all materials and other items associated with the Purchase Order in their state of completion, whether such materials shall be in the possession of the Seller or of the Seller's suppliers.
  - 15.3.3 Assign to Purchaser, or its nominee, to the extent desired by Purchaser, all or the relevant part of the rights, titles, liabilities and sub-purchase orders relating to the Purchase Order which Seller may have acquired or entered into; and
- 15.4 In the event of termination in accordance with article 15.1.1 the Purchaser shall pay the Seller for all work done and all equipment and materials delivered in accordance with the Purchase Order up to the time of termination.
- 15.5 In the event of termination in accordance with Articles 15.1.2 or 15.1.3, Seller shall not be entitled to receive any further payment until the Purchase Order is completed by Purchaser or other Sellers pursuant to Article 15.3.2 above. Where the Price exceeds the sum of the total cost to Purchaser of completing the Purchase Order plus all amounts previously paid to Seller for the Purchase Order, Seller shall be entitled to payment only for that portion of the Purchase Order satisfactorily completed in accordance with the Purchase Order. If the sum of the total cost to Purchaser of completing the Purchase Order plus amounts previously paid to Seller for the Purchase Order exceeds the Price for the completed Purchase Order, Seller shall promptly pay the difference to Purchaser, provided that Purchaser shall have the right and is authorised to set-off against and deduct from said excess, if any, payable to Seller, any other damages, suffered by Purchaser due to Seller's default.
- 15.6 The foregoing provisions of this article are without prejudice to any other rights and remedies to Purchaser under the Purchase Order or at law.

#### 16. LIABILITY:

The Seller is considered an independent contractor and shall indemnify, protect and save harmless the Purchaser, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the supply by the Seller, its agents or employees of the materials and/or performing of the Services covered by this Purchase Order, or incidental or ancillary thereto.

#### 17. Audit:

- 17.1 For any Purchase Order, Seller and its subsellers shall keep accurate accounts and time records showing all costs and charges incurred in accordance with internationally accepted accounting principles and practices.
- 17.2 Seller shall, at its own cost, do all things and give all assistance and cooperation to Purchaser as may be reasonably requested by Purchaser in order for Purchaser or its authorised representative(s) to conduct an audit. This includes, without limitation, to make Seller's officers and employees, available to meet with Purchaser and/or Purchaser's authorised representative(s) to provide information and/or explanations as may be requested. Seller shall obtain a similar undertaking from its subsellers for its benefit and Purchaser's benefit, as a precondition to engaging them.

- 17.3 Purchaser or its authorised representative(s) or agent(s) shall have the right to examine, during business hours, all books, records, accounts, correspondence, instructions, specifications, plans, drawings, receipts and memoranda of Seller and its subsellers insofar as they are pertinent to the Purchase Order, including without limitation, any agency related to the Purchase Order. Such right shall not extend to the audit of the makeup of any fixed rates, prices or percentage charges. Seller shall be responsible for ensuring that all of its and its subsellers' documentation for all reimbursable costs is preserved and made available at any time for audit, without any additional compensation therefore, up to three (3) years from the delivery date. Purchaser shall have the right to photocopy or otherwise reproduce, at its own cost, any such books, records, accounts, correspondence, instructions, specifications, plans, drawings, receipts and memoranda of Seller and its subsellers.
- 17.4 Purchaser shall have full audit rights for all documentation, including lump sum price calculations in case of termination of the Purchase Order or any substantial portion thereof or where Seller submits a claim, demand or proceeding against Purchaser or its affiliates arising out of or related to Purchaser's performance of the terms and conditions of the Purchase Order.
- 17.5 If an audit indicates errors or anomalies in Seller's invoices, Seller shall make appropriate invoice adjustments or promptly refund overpayments.

18. LEGAL REQUIREMENT:

The Seller shall conform strictly with all requirements of Qatar Law No. 6 of 1987, namely, that the supply of National Products or Products of National origin to government departments and agencies is mandatory to the extent that such materials are available in the quantity and quality required and within the price preference stipulated in Law No. 6.

19. INTERPRETATION AND LAW:

- 19.1 The Purchase Order shall be read and construed as a whole. Anything mentioned in any of the documents comprising the Purchase Order shall be of like effect as if stated or mentioned in all of them. In the event of any conflict between the various documents comprising the Purchase Order, the conflict shall be resolved by Purchaser.
- 19.2 The Purchase Order embodies the entire agreement between the parties. Neither party shall be liable for any statement, representation, promise or understanding not set forth therein. No changes, amendments or modifications of the terms and conditions of the Purchase Order shall be valid unless reduced to writing and signed by the parties.
- 19.3 Failure on the part of the Purchaser at any time to enforce or to require the strict adherence to any performance of any of the terms and conditions of the Purchase Order shall not constitute a waiver of such terms or conditions or impair in any way the right of Purchaser at any time to avail itself of such right.
- 19.4 The interpretation and enforcement of the terms and conditions of the Purchase Order shall be made in accordance with the laws of the State of Qatar.

20. DELIVERY:

- 20.1 The Goods shall be delivered to the point of delivery as specified in the Purchase Order within the delivery time(s) or by the delivery date(s) specified therein. The corresponding type of delivery shall be as designed in the Purchase Order.
- 20.2 Without prejudice to Seller's obligation to deliver the Goods in time, Seller shall give Purchaser immediate notice in writing if any delay is foreseen, stating the reason and extent of such delay.
- 20.3 Should the revised actual delivery date(s) exceed the scheduled delivery date(s) specified in the Purchase Order due to no fault of Purchaser, then Purchaser retains its right to apply liquidated damages in accordance with Article 24 of Schedule "C".
- 20.4 Partial delivery shall not be accepted by Purchaser and invoices will not be paid unless otherwise clearly specified in the Purchase Order, or by prior agreement in writing by an authorized representative of Purchaser.

21. INSPECTION AND TESTING:

Purchaser shall have the right, but not the obligation, at all times to inspect, test and examine the Goods and to witness any test performed on the Goods by Seller or any third party. Purchaser's failure to inspect or waive inspection shall not relieve Seller from any of its obligations liability under the Purchase Order.

22. PACKING AND MARKING:

Seller shall be responsible for safe and adequate packing of the Goods which shall conform to the requirements of the carrier's tariffs. Seller shall separately number all cases and packages, showing the corresponding numbers on the invoices. An itemized packing slip bearing the Purchase Order number shall be placed in each case. No extra charge shall be made for packaging or packing materials unless set forth in the Purchase Order.

23. SUB-ORDERS:

If any part of the Purchase Order will be performed or provided by a sub-supplier, then any such sub-orders shall provide the right of unconditional assignment to Purchaser.

24. LIQUIDATED DAMAGES:

If the Purchase Order expressly state that this Article 24 applies, then in the event that Seller fails to supply all of or any separately identified parts of the Goods and/or fails to complete all of or any separately identified parts of the Services by the date(s) as set forth in the Purchase Order, Seller shall be liable to QP for liquidated damages and the amount of such liquidated damages shall be calculated in accordance with the liquidated damages rates set forth in Purchase Order.

25. SERVICES:

Should there be any Services performed on Purchaser's premises arising out of the Purchase Order, then Seller and Purchaser agree that the terms and conditions of this Article 25 as detailed in Document Number \_\_\_\_\_ "Scope of Services" attached hereto and incorporated herein as Appendix D, shall apply and constitute an integral part of this Purchase Order.

26. INSURANCE:

The Seller shall maintain and cause his subsellers to maintain adequate insurance coverage that would cover its legal and contractual obligations in accordance with Standard Industry Practices.

27. FORCE MAJEURE:

27.1 Any delay in or total or partial failure of performance of either Purchaser or Seller hereto of its obligations under the Purchase Order shall not constitute default, suspension of termination hereunder or serve to give rise to any claim for damages if and to the extent such delay or failure is caused by any of the following occurrences:

27.1.1 acts of God; and/or

27.1.2 embargo, expropriation, confiscation, requisitioning or commandeering by or compliance with any oral or written order, directive or request of any governmental authority or person purporting to act therefore or under such authority; and/or

27.1.3 war (whether declared or not), act of foreign enemy, hostilities, acts of terrorism, rebellion, or public disorder; and/or

27.1.4 strikes, whether lawful or unlawful (provided it does not originate or mainly involve Seller or Seller's subseller's or supplier workforce); interruption of or delay in transportation by carriers, or embargo, and / or

27.1.5 explosions, fires, floods, earthquakes, or other natural calamities; and/or

27.1.6 Radiation or contamination by radioactivity; and/or

27.1.6 maritime or aviation disaster

which demonstrably could not have been reasonably foreseen before the effective date and which is demonstrably beyond the reasonable control of the Party affected, and could not have been avoided by use of due care and diligence (hereinafter referred to as force majeure occurrences).

27.2 If within a reasonable time after a force majeure occurrence referenced in Article 27.1 which caused Seller to suspend or delay performance, Seller has failed to take such action as Seller could lawfully initiate to remove or relieve either the force majeure occurrence or its direct or indirect effects. Purchaser may, in its sole discretion and after written notice to Seller, initiate such measures, including but not limited to, the hiring of third parties, as are designed to remove or relieve such force majeure occurrence or its direct or indirect effects; and Purchaser may thereafter require Seller to resume full or partial performance of the Purchase Order. Alternatively, Purchaser, in its sole discretion, may decide to terminate this Purchase Order in accordance with the terms of Article 15.

27.3 If the cumulative duration of any occurrence referenced in Article 17.1 exceeds 60 days, either Purchaser or Seller may terminate the Purchase Order upon seven (7) calendar days prior written notice to the other Purchaser or Seller.

27.4 Any force majeure delay as defined herein shall be considered an excusable delay, and neither Purchaser nor Seller shall be entitled to compensation, beyond the provisions of this Purchase Order, as a result thereof.

28. TAXES AND OTHER CHARGES

28.1 Seller shall pay or cause to be paid all royalties, Taxes, tariffs, fees (including but not limited to legislation fees) and charges (and any related fines, penalties, or interest) assessed against it in connection with the Purchase Order and agrees to protect, indemnify, defend and hold Purchaser harmless from any and all claims or liability for Taxes, tariffs, fees and charges assessed or levied by the Government of the State of Qatar or any foreign government against Seller.

- 28.2 Without limitation to Article 28.4 below, Purchaser shall, without liability to Seller, deduct from sums otherwise due Seller under the Purchase Order any final withholding taxes required by applicable law to be deducted and paid to the appropriate taxing authorities, and Purchaser shall provide Seller with a certificate evidencing deduction of such final withholding taxes.
- 28.3 Seller shall give prompt notice to Purchaser on all matters, pertaining to non payment, payment under protest, or claim for immunity or exemption from any Taxes.
- 28.4 Purchaser shall have the right to withhold from any payment due to Seller and/or to pay such amount of money to any Qatari authority on Seller's behalf as Purchaser may be instructed by the Qatari authorities to do so.

## 29. CONFLICT OF INTEREST AND BUSINESS ETHICS

- 29.1 The term "Conflict of Interest" as used herein means any perceived, potential or actual circumstance where,
- 29.1.1 Seller, its officers, employees, agents or subsellers act or behave in a manner inconsistent with achieving the aims of the Purchase Order in the utmost good faith, and/or
- 29.1.2 Seller engages in duplication or overlap of services or works, for a reward over and above that which might be due to it under the Purchase Order, whether from Purchaser or another, and/or
- 29.1.3 Seller and/or Seller personnel, without limitation:
- (a) improperly participate in or influence any Purchaser decision or action or inaction, and/or
  - (b) actively or passively attempt to improperly influence any Purchaser decision or action or inaction, and/or
  - (c) improperly gain, while executing the Purchase Order, access to Purchaser's Confidential Information which is either unrelated to the Purchase Order or which does not constitute Confidential Information under the Purchase Order, and/or
  - (d) improperly, and to the perceived or actual detriment to Purchaser and its affiliates or the purpose of the Purchase Order, further Seller's or Seller personnel's interests or the interests of Seller's parent company, affiliates, sister companies, joint venturers or any other company or entity which Seller or Seller personnel have any interest therein, and/or
  - (e) make or offer, with respect to the matters which are the subject of the Purchase Order, any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage to any company or person where such payment or advantage would violate the law, and/or
  - (f) give or receive from any Purchaser employee anything of more than nominal value.
- 29.2 Seller represents and warrants that its entering into the Purchase Order or its performance thereunder does not create nor will it create any Conflict of Interest as to any relationship, contractual, fiduciary or otherwise, which Seller may have with Purchaser, its officers, employees and/or its affiliates or any third party.
- 29.3 Seller represents and warrants that neither it nor Seller personnel has entered into any Conflict of Interest.
- 29.4 Seller represents, warrants and shall ensure that neither it nor Seller personnel shall enter into any Conflict of Interest throughout the duration of the Purchase Order.
- 29.5 If any Conflict of Interest arises any time, Seller shall so notify Purchaser immediately.
- 29.6 Seller agrees that Seller personnel supplied to Purchaser under the Purchase Order shall be subject to Purchaser Regulations Related to the Code of Ethics and Conflict of Interest.
- 29.7 Seller warrants that neither it nor any Seller personnel (i) has paid or shall pay any commission, fee, rebate or anything of more than nominal value to or for the benefit of any employee or officer of Purchaser, (ii) has favoured or shall favour employees or officers of Purchaser with gifts or entertainment of more than nominal value, or (iii) shall enter into any business arrangement with any employee or officer of Purchaser in their individual or any other capacity except as formally delegated to them by Purchaser.
- 29.8 Upon occurrence of any matter which may be perceived to be or in fact constitutes a Conflict of Interest or any other default of Seller under the provisions of this Article 29, Purchaser, at its sole discretion, shall determine the issues and take appropriate action necessary in accordance with the rights and remedies available under the Purchase Order or at law.
- 29.9 Seller agrees and undertakes, on behalf of itself, its affiliates, co-venturers and its and their respective officers, employees or agents, to act at all times in a manner which is consistent with the highest ethical standards and best practices. Throughout the duration of the Purchase Order, Seller shall maintain and enforce adequate policies and procedures in respect to all of its



officers, employees or agents to give effect to this obligation.

- 29.10 Seller agrees that the above stated representations, warranties and undertakings are fundamental to the basis of good faith and fair dealings affecting Seller's performance under this Purchase Order and agrees to obey them. Any breach of Article 29 shall entitle Purchaser to terminate this Purchase Order as provided under Article 15.2.1. Without limitation to Article 15, Seller shall be responsible for and shall indemnify Purchaser, its affiliates, co-venturers and its and their respective officers, employees or agents from all costs, loss or damage that they may suffer as a result of such termination including, without limitation, the cost of appointing other seller(s) to complete the Purchase Order in accordance with the delivery date.
- 29.11 Seller shall obtain warranties, representations and undertakings similar to those set out in Article 29 from its subsellers for the benefit of itself and Purchaser.