

SCHEDULE 2 - TERMS AND CONDITIONS T&C-GS-V-APR-2021

- 1. DEFINITIONS AND INTERPRETATION**
- 1.1 Agreement** means the terms and conditions in this Schedule 2, together with the terms and conditions of the relevant Purchase Order (including the scope of work contained therein), as accepted by the relevant Order Confirmation in accordance with clause 3.
- Business Day** means any day on which banks are ordinarily open for business in the Sultanate of Oman.
- Call-Out Order** means an order for the supply of Goods and provision of Services on the terms and conditions set out in this Agreement (unless the Parties agree otherwise in writing), which is substantially in the form set out in Schedule 3, issued in writing by the Customer, in accordance with clause 3, accepted by the Supplier (such acceptance not to be unreasonably withheld or delayed) and instructing Supplier to provision Services at any time during the Term and within the timeframe specified in such Call-Out Order. If the terms Purchase Order, Service Order, Call Off, Call-Out, Job, Job Order, Work Order or similar terms appear in the Agreement, they shall have the same meaning as Call-Out Order, unless the context requires otherwise.
- Commencement Date** means the date set out in the Purchase Order.
- Delivery Date** means the date specified for delivery of the Goods and supply of the Services in the Purchase Order.
- Delivery Point** means the location to which the Goods shall be delivered, as specified in the Purchase Order by the Customer.
- Goods** means the goods set out in the Purchase Order.
- Intellectual Property Rights** means all copyright, database rights, topography rights, design rights, trade marks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods or the Services.
- Invoice** means an invoice prepared by or on behalf of the Supplier in accordance with clause 7.2.
- Order Confirmation** means an order confirmation, sent by the Supplier to the Customer.
- Order Reference** means the reference applied to a Purchase Order by the Customer.
- Price** means the purchase price for the Goods and compensation for the Services set out in the Purchase Order.
- Services** means the services set out in the Purchase Order.
- Site** means the location at which the Services shall be performed, as specified in the Purchase Order by the Customer or as may be instructed in writing by the Customer from time to time.
- Specification** means the specification and/or description of the Goods and Services set out in the Purchase Order or any other specification and/or description agreed in writing between the Parties from time to time.
- Term** means the period set out in the Purchase Order.
- 1.2** Reference to a clause or paragraph is to a clause or paragraph of these Terms and Conditions, unless the context requires otherwise. Reference to a schedule is to a schedule to the Purchase Order.
- 1.3** A reference to one gender includes a reference to the other gender.
- 1.4** Words in the singular include the plural and in the plural include the singular.
- 1.5** A reference to a person includes an incorporated or unincorporated body.
- 1.6** A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7** Unless the context otherwise requires, the words including and include and words of similar effect shall not be deemed to limit the general effect of the words which precede them.
- 1.8** The headings in these Terms and Conditions are for ease of reference only and shall not affect their construction or interpretation.
- 1.9** In case of any conflict or contradiction between the documents forming the Agreement, unless stated otherwise in these Terms and Conditions, these Terms and Conditions shall prevail over the Purchase Order.
- 2. SALE OF THE GOODS AND SUPPLY OF THE SERVICES**
- 2.1** During the Term and subject to the provisions of the Agreement, the Supplier shall sell and the Customer shall buy such quantities of the Goods as may be ordered by the Customer from time to time in accordance with the relevant Purchase Order.
- 2.2** During the Term and subject to the provisions of the Agreement, the Supplier shall supply the Services as may be required by the Customer from time to time in accordance with the relevant Purchase Order.
- 2.3** For the avoidance of doubt "Supplier" shall include its employees, officers, directors, representatives, consultants and sub-contractors involved in the sale of the Goods and the supply of the Services.
- 3. ORDER PROCESS**
- 3.1** The Customer may place an order for the supply of Goods or Services by sending a Purchase Order to the Supplier.
- 3.2** A Purchase Order shall be treated as an offer by the Customer to contract with the Supplier, but shall not be binding on the Parties until accepted by the Supplier in accordance with clause 3.4. After acceptance by the Supplier, any amendments to a Purchase Order may only be made by mutual consent between the Parties.
- 3.3** The Customer shall apply an Order Reference to each Purchase Order sent to the Supplier. Each Party shall use the Order Reference to identify each Purchase Order from the time at which the Order Reference is known to it.
- 3.4** The Supplier shall, at its discretion, accept the Purchase Order by signing, dating and returning to Customer an Order Confirmation and, upon receipt by Customer, such Order Confirmation shall be deemed acceptance of the Customer's Purchase Order.
- 3.5** The Customer may at any time amend or cancel a Purchase Order by written notice to the Supplier. If the Customer amends or cancels a Purchase Order, its liability shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Purchase Order until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Supplier's sole failure to comply with its obligations under the Agreement, the Customer shall have no liability to the Supplier in respect of it.
- 3.6** The Supplier shall supply the Goods and provide the Services in accordance with the Customer's instructions set out in the Purchase Order and the provisions of the Agreement.
- 4. PARTIES' OBLIGATIONS**
- 4.1 SALE OF THE GOODS**
- 4.1.1** The Supplier shall manufacture, pack and supply the Goods in accordance with all relevant generally accepted international industry standards and practices.
- 4.1.2** The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in the same condition as they left the Supplier's premises or warehouse in.
- 4.1.3** The Supplier shall obtain and maintain in force for twenty-four (24) months from the date of the Order Confirmation all licences, permissions, authorisations, consents and permits needed to manufacture and supply the Goods in accordance with the terms of the Agreement.
- 4.1.4** The Supplier shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Goods.

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- 4.2 4.1.5 The Supplier shall hold a valid JSRS Certificate of Approval.
SUPPLY OF THE SERVICES
- 4.2.1 The Supplier shall provide the Services at the Site.
- 4.2.2 The Supplier shall perform the Services to the best of its abilities, with all due care and skill and in a diligent, safe and efficient manner, in all respects to the satisfaction of the Customer and in accordance with sound management practices and internationally recognised best industry practices and standards for similar services.
- 4.2.3 The Supplier shall at all times use appropriate technology and safe and effective equipment, machinery, materials and methods.
- 4.2.4 The Supplier shall employ and provide such qualified and experienced personnel as required to carry out the Services. Such personnel shall be subject to approval by the Customer. Except as Customer may otherwise agree, no changes shall be made to approved personnel, however, if, for whatever reason, it becomes necessary to replace any personnel, the Supplier shall provide a replacement of equivalent or better qualification as soon as reasonably practicable.
- 4.2.5 The Supplier shall have no claim for additional costs or expenses arising out of or incidental to any removal and/or replacement of personnel.
- 4.2.6 The Supplier shall perform all Services and shall not allow or solicit the assistance of third parties in respect of or in connection with the Services without the Customer's prior written consent.
- 4.2.7 The Agreement is not exclusive between the Customer and the Supplier and the Customer has the right to retain either directly or indirectly other consultants for technical advisory purposes at any time.
5. **SUPPLIER'S WARRANTY**
- 5.1 The Supplier warrants that the Goods supplied to the Customer under the Agreement shall:
- (a) conform to the Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer;
- (c) be free from defects in design, material and workmanship and remain so for twenty-four (24) months after Delivery; and
- (d) comply with all applicable statutory and regulatory requirements.
- The warranties contained in (a), (b), (c) and (d) above shall be collectively referred to as the "Warranty".
- 5.2 The Customer shall have the right to reject any quantity of the Goods which do not comply with the Warranty, provided that any purported rejection is made by written notice no later than thirty (30) days from the date of delivery of such Goods, or part thereof, in accordance with clause 6 or, if the defect would not be apparent on reasonable visual inspection, within three (3) months of the date of delivery in accordance with clause 6.
- 5.3 If the Customer rejects any delivery of the Goods, or part thereof, which do not comply in full with the Warranty, the Supplier shall, at Customer's sole discretion, within seven (7) days:
- (a) supply replacement Goods which comply with the Warranty, in which event the Supplier shall be deemed not to be in breach of the Agreement or have any liability to the Customer in respect of the rejected Goods; or
- (b) reimburse Customer in full for the value of the Goods and any costs and expenses.
6. **DELIVERY OF THE GOODS**
- 6.1 The Supplier shall deliver the Goods to the Delivery Point by the Delivery Date. The Supplier shall not deliver the Goods more than three (3) Business Days in advance of the Delivery Date without the Customer's prior written consent.
- 6.2 The Supplier shall not deliver the Goods by instalments except with the Customer's prior written consent. Where Goods are to be delivered by instalments, they may be invoiced and paid for separately. References in the Agreement to Goods shall, where applicable, be read as references to instalments of such Goods.
- 6.3 If the Goods are not delivered in full by the specified Delivery Date, then, without limiting any other right or remedy the Customer may have, the Customer shall have the right, but not the obligation, to:
- (a) refuse to take any subsequent attempted delivery of the Goods;
- (b) terminate the Agreement with immediate effect;
- (c) obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Customer in obtaining such substitute products;
- (d) claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Goods on the Delivery Date; and
- (e) return the Goods delivered by Supplier and Supplier shall reimburse the Customer in full.
- provided that the Supplier shall have no liability for any failure or delay in delivering the Goods to the extent that such failure or delay is caused by the Customer's sole failure to comply with its obligations under the Agreement.
- 6.4 The Goods shall be accompanied by a delivery note from the Supplier showing the Order Reference, the date of the Purchase Order, the type and quantity of the Goods and, in the case of Goods being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 6.5 If the Supplier requires the Customer to return any packaging materials to the Supplier, that fact must be clearly stated on the delivery note accompanying the relevant Goods, and any such returns shall be at the Supplier's expense.
- 6.6 Risk in and title to the Goods shall pass to the Customer in accordance with the terms of the Purchase Order. For the avoidance of doubt, risk shall never pass before title has passed.
7. **FINANCIAL PROVISIONS**
- 7.1 The Customer shall pay the Supplier the Price for the Goods and Services as set forth in the Purchase Order as the same becomes due and owing in accordance with the terms of the Agreement, subject to performance of the Services to the satisfaction of the Customer and the Customer's right to deduct and/or set off from any payment due to the Supplier: (a) any amounts due to the Customer under the terms and conditions of the Agreement or any other agreement or contract which the Customer may have with the Supplier; (b) any amounts that the Customer is required pursuant to applicable laws to withhold or pay on behalf of the Supplier arising out of its performance under the Agreement; (c) any amounts disputed by the Customer; and/or (d) any amounts attributable to early payment discounts.
- 7.2 All amounts paid to the Supplier in connection with the Agreement shall be on the basis of itemised invoices complying with this clause 7.2. The Supplier shall invoice the Customer, on a single original invoice, plus two (2) copies, to the address for the Customer provided in the Agreement, marked for the attention of the 'Accounts Payable'. Each Invoice shall clearly describe the Purchase Order and or Agreement number, description of the Goods and Services provided, show dates, man-days worked, charges enumerated by each category together with the total cost of the charges for the relevant period and the relevant category, and be supported by adequate substantiating data and documentation, including, without limitation, copy of the relevant Purchase Order and or Agreement, delivery notes, completion certificate certified by an authorised representative of the Customer, original receipts

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- for reimbursable costs and any In-Country Value (ICV) monitoring and compliance requirements as required under this Agreement or as may be notified from time to time by the Customer. The Supplier's bank account details shall also be included in each Invoice. The Supplier shall send any queries with regards to receipt and processing of invoices to the Customer's 'Accounts Payable' at invoice@cced.com.om
- 7.3 The Customer shall pay undisputed amounts of Invoices within the Payment Terms set out in the Purchase Order and in any event no later than the end of the month during which the Invoice was received by the Customer. The Parties shall use their respective reasonable efforts to settle the disputed portion of any Invoice in accordance with the Agreement, which after resolution of any such dispute shall be payable by the Customer without interest upon being re-issued with an Invoice. All payments in connection with the Agreement shall be paid directly to the Supplier in the currency specified in the Purchase Order, in immediately available funds, to the Supplier's bank account, in any event in compliance with all applicable laws.
- 7.4 No payment made by the Customer under the Agreement shall be paid in the form of cash or any bearer instrument nor shall any payment be paid by the Customer to any person other than the Supplier. The Customer's obligation to make payment of any Invoice shall be subject to the Supplier's being in full compliance with the terms and conditions of the Agreement.
- 7.5 If the Customer agrees to an advance payment to the Supplier in respect of any Goods, the Supplier shall, prior to such advance payment being made, be required to provide an irrevocable on demand bank guarantee in form and substance acceptable to the Customer issued by a bank acceptable to the Customer in a corresponding amount.
- 7.6 Training Fund. Any invoice raised by the Supplier shall be deemed to include the training fund set up by the Company towards training Omanis who work in or in connection with the oil and gas industry. The contribution towards the training fund shall be an equivalent to 1.2% of the invoiced amount and shall be deducted from the payment due and payable to Supplier.
- 8. TAXES**
- 8.1 The Supplier shall be solely responsible for the ascertainment of, timely filing for, and prompt payment of, any and all applicable taxes, duties, levies and assessments (for example, income, profit, turnover, withholding, social security and other employment and payroll-related taxes), whether personal, corporate or otherwise, including, without limitation, any interest, fines, penalties and other charges thereon, imposed by any nation, state, local or other governmental entity or taxing authority (a) on the Supplier in connection with the Goods, the Supplier items, the Services and/or the Supplier personnel, (b) on any consideration paid by the Customer to the Supplier pursuant to this Agreement, (c) on any consideration paid by the Supplier to the Supplier personnel in connection with this Agreement, or (d) on or for the account of any property or equipment (including Supplier items) of the Supplier and the Supplier personnel (collectively, the "Supplier Taxes"). Except for the Value Added Tax ("VAT") as provided in clause 8.6, the Price and other compensation set forth in Section 3 shall be deemed inclusive of all of the Supplier Taxes. If the Supplier fails to pay any amount that it is required to pay under this clause 8, the Customer shall have the right, at its sole discretion, without loss of any other right or remedy, to make such payment on behalf of the Supplier and collect the amount of such payment from the Supplier in accordance with clause 7. The Customer may consult with the Supplier in good faith, prior to exercising its right under this clause 8.
- 8.2 Miscellaneous Duties and Charges. Without limiting the foregoing, the Supplier shall be responsible for and shall pay any brokers' and agents' fees, customs duties, nationalisation fees or taxes, harbour fees, royalties, license fees, taxes on fuels, usage fees or taxes, ad valorem, property, stamp, sales and similar taxes, including, without limitation, any corresponding interest, fines, or penalties imposed or payable, in connection with the Goods, the Supplier items or any other materials, equipment, supplies, goods, services, food stuffs or other consumables imported or exported by or on behalf of the Supplier and/or the Supplier personnel.
- 8.3 Potential Exemption from Taxes and Duties. Without limiting any of the Supplier's obligations under clause 8, if there is a possibility that, pursuant to any contractual or other arrangement which the Customer may have with Government of Sultanate of Oman, the Supplier and/or the Supplier personnel, as the case may be, could be exempted from the payment of any or all of the Supplier Taxes or miscellaneous duties and charges described under clause 8, the Customer will use reasonable efforts, at the Supplier's expense, to assist the Supplier in obtaining such exemption.
- 8.4 Evidence of Tax Compliance. If requested to do so by the Customer, within fifteen (15) calendar days of such request, the Supplier shall furnish the Customer with written confirmation or a tax card from the tax authorities in the Sultanate of Oman evidencing the Supplier's registration for tax purposes in the Sultanate of Oman, if applicable.
- 8.5 Withholding. Should any Applicable Laws require withholding of any of the Supplier Taxes from payments to the Supplier, the Customer shall deduct such amounts to be withheld from the payment due to the Supplier and shall remit the amount withheld to the proper tax authorities, unless the Supplier demonstrates, to the Customer's satisfaction, exemption from such withholding. Any amounts withheld by the Customer shall be deemed part of the compensation paid to the Supplier. The Supplier shall complete, sign and return to the Customer any forms regarding withholding or other taxpayer information which the Customer requests from and supplies to the Supplier. If requested to do so by the Supplier, the Customer shall provide the Supplier evidence of any amounts withheld and remitted to the proper tax authorities.
- 8.6 Value Added Tax. The Price, fees, charges and any other consideration under this Agreement are exclusive of VAT that may be applicable in the Sultanate of Oman. Any payments due by the Customer under this Agreement would be conditioned upon the receipt of a valid tax invoice or debit note, as the case may be, if and when required to be issued in compliance with the Sultanate of Oman applicable laws accompanied with a copy of Supplier VAT card or registration number.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1 The Customer acknowledges that the Intellectual Property Rights are the Supplier's (or its licensor's) property.
- 9.2 The Supplier warrants that it has all the necessary permits and authorisations to use all Intellectual Property Rights which may be needed to supply the Goods and the Services, and that the Customer's use of the Goods and the Supplier's provision of the Services under the Agreement do not and will not constitute an infringement of any copyright, trademark or patent or violation of any trade secret or other intellectual property right.
- 9.3 If at any time it is alleged that the Goods or the provision of Services pursuant to the Agreement infringe the rights of any third party or if, in the Supplier's reasonable opinion, such an allegation is likely to be made, the Supplier may, at its own cost and by mutual agreement between the Parties:
- (a) modify or replace the Goods or any deliverables provided in connection with the Services, without reducing the overall performance of the Goods or such deliverables, in order to avoid the infringement;
 - (b) procure for the Customer the right to continue using, to the fullest extent possible, the Goods or the deliverables without breaching any third party's rights; or

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- (c) repurchase the Goods or the deliverables at the price paid by the Customer, less depreciation at the rate the Supplier applies to its own equipment.
- 9.4 In the event of any claim, proceeding or suit by a third party against the Customer alleging an infringement of any Intellectual Property Right connected with the Goods or the Services, the Supplier shall defend the Customer at the Supplier's expense, subject to:
- (a) the Customer promptly notifying the Supplier in writing of any such claim, proceeding or suit; and
- (b) the Supplier being given sole control of the defence of the claim, proceeding or suit, and provided that the Supplier shall not be liable for infringements to the extent that they arise out of or in connection with modifications to the Goods or deliverables provided in connection with the Services, made by anyone except the Supplier or its authorised representative, or out of use or combination of the Goods or deliverables with products or third party materials not specified or expressly approved in advance in writing by the Supplier, or where the claim, proceeding or suit arises from the Supplier's adherence to the Customer's requested changes to the Specification or from infringing items of the Customer's origin, design or selection.
- 9.5 The Supplier shall reimburse the Customer with an amount equal to any cost, expense or legal fees incurred at the Supplier's written request or authorisation and shall indemnify the Customer against any liability assessed against the Customer by final judgement on account of an infringement.
- 10. CONFIDENTIALITY**
- 10.1 Supplier undertakes to Customer to hold in strict confidence and not disclose or use for any purpose whatsoever, other than the performance of its obligations under the Agreement, any and all information relating to the Customer, its affiliates or representatives which may include, but is not limited to, corporate information, geological and geophysical data, maps, models and interpretations and may also include customer lists, supplier/vendor lists, design information, drawings, calculations and specifications, commercial, contractual and financial information, together with any and all analyses, compilations, abstracts, studies, summaries and other documents, reports or records prepared by the Supplier that contain, reflect or are generated from any information received from the Customer, whether such information was obtained or received as a result of discussions leading up to entry into the Agreement or during the course of the Agreement (collectively, the "Confidential Information").
- 10.2 Confidential Information shall not include any information that is:
- (a) subject to an obligation to disclose under applicable law, or that is required to be disclosed by any competent regulatory authority, by notice or otherwise;
- (b) already in its possession other than as a result of a breach of this clause 10; or
- (c) in the public domain other than as a result of a breach of this clause 10.
- 10.3 The Supplier shall be liable to the Customer for any unauthorised disclosure or use of the Confidential Information. The Supplier acknowledges that damages alone shall not be an adequate remedy for a breach of this duty of confidentiality and the Customer is entitled to apply for the remedy of injunction, specific performance and other equitable relief for a threatened or actual breach of this duty. Such remedy shall be in addition to and not in lieu or limitation of other remedies available to the customer at law or in equity.
- 10.4 The Supplier undertakes to take all steps that are necessary from time to time to ensure compliance with the provisions of this clause 10 by its employees, officers, directors, agents and sub-contractors.
- 10.5 The Confidential Information shall be and remain the sole property of the Customer. Within thirty (30) Days of receipt of the Customer's request to do so or expiration or termination of this Agreement, for any reason, Supplier shall promptly return to the Customer all the original Confidential Information, regardless of form or medium, and shall destroy all copies and reproductions thereof, regardless of form or medium, in its possession and in the possession of the persons to whom it was disclosed by the Supplier pursuant to this Agreement. A senior officer of the Supplier shall certify in writing to the Customer the Supplier's compliance with this clause
- 10.6 The confidentiality obligations contained in this clause shall terminate five (5) years after the date of termination of the Agreement.
- 10.1 No Conflict of Interest. The Supplier represents, warrants and covenants that its entering into this Contract and its or the Supplier Personnel's performance hereunder does not create any conflict of interest as to any relationship, contractual, fiduciary or otherwise, which the Supplier may have with the Customer or any third party and that the Supplier or the Supplier Personnel will not enter into any such conflict of interest relationship with any third party during the Term without Approval. If any actual or potential conflict of interest arises during the Term regarding the Supplier's or the Supplier Personnel's performance hereunder, the Supplier shall notify the Customer in writing immediately, and the Supplier shall promptly resolve any point of conflict satisfactorily to the Customer.
- 11. DURATION AND TERMINATION**
- 11.1 The Agreement shall commence on the Commencement Date and, subject to the provisions of this clause 11, shall continue until the expiry of the Term.
- 11.2 The Customer may terminate the Agreement by giving written notice to the Supplier if any of the following events occurs:
- (a) the Supplier commits a breach of the Agreement which (in the case of a breach capable of remedy) has not been remedied within thirty (30) days of the receipt by the Supplier of a notice specifying the breach and requiring its remedy;
- (b) the Supplier commits the same or substantially similar breaches of its obligations under the Agreement within any period of two (2) consecutive months;
- (c) a winding-up order or bankruptcy order is made against the Supplier;
- (d) the Supplier passes a resolution or makes a determination for it to be wound up (except for the purposes of amalgamation or reconstruction, the terms of which have been previously approved in writing by Customer);
- (e) the Supplier has appointed to it an administrator or an administrative receiver;
- (f) the Supplier, being a partnership, in addition to the above, suffers bankruptcy orders being made against all of its partners;
- (g) an incumbrancer takes possession, or a receiver, manager or administrative receiver is appointed, of the whole or any part of the Supplier's assets;
- (h) the Supplier ceases or suspends payment of any of its debts, or is unable to pay its debts;
- (i) any arrangement, compromise or composition in satisfaction of the Supplier's debts is proposed or entered into;
- (j) the Supplier ceases, or threatens to cease, to carry on business or any part of it which may affect its obligations under the Agreement;
- (k) any event analogous to those described in clause 11.2(c) to clause 11.2(j) occurs in relation to the Supplier in any jurisdiction in which the Supplier is incorporated, resident or carries on business;

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- (l) the Supplier, in the reasonable judgment of the Customer, has engaged in corrupt or fraudulent practices in competing for, executing or performing the Agreement; or
- (m) the Customer, in its sole discretion and for any reason whatsoever, decides to terminate the Agreement.
- 11.3 On termination of the Agreement for any reason and subject as otherwise provided in the Agreement to any rights or obligations that have accrued before termination, neither Party shall have any further obligation to the other under the Agreement, save that the Supplier shall be eligible to payment for undisputed unpaid amounts pursuant to Services satisfactorily performed prior to the effective date of termination.
- 12. FORCE MAJEURE**
- 12.1 Neither Party shall be liable to the other, or be deemed to be in breach of the Agreement, by reason of any delay in performing, or failure to perform, any of its obligations under the Agreement if the delay or failure was beyond that Party's reasonable control (including without limitation fire, flood, explosion, epidemic, riot, civil commotion, any national strike, lockout or other industrial action not limited to the Parties' employees, act of God, war, warlike hostilities or threat of war, terrorist activities, accidental or malicious damage and any prohibition or restriction by any government or other legal authority which affects the Agreement and which is not in force on the date of the Agreement (a "Force Majeure Event").
- 12.2 A Party claiming to be unable to perform its obligations under the Agreement (either on time or at all) due to a Force Majeure Event shall notify the other Party of the nature and extent of the circumstances in question as soon as practicable.
- 12.3 In case of a Force Majeure Event affecting the Supplier, the performance of the Services affected by such Force Majeure Event may be suspended and granted an automatic extension of time so as to cover the duration of the consequences of such Force Majeure Event. The Parties acknowledge that only the payment for the Services already performed and not affected by such Force Majeure Event shall be paid in accordance with clause 7 above.
- 12.4 This clause 12 shall cease to apply when the Force Majeure Event has ceased to have effect on the performance of the Agreement and the Party affected shall give notice to the other Party that the Force Majeure Event has ceased.
- 12.5 If a Force Majeure Event relied on by either Party for the purposes of this clause 12 continues for more than one (1) month, the other Party shall have the right, but not the obligation, to terminate the Agreement by giving ten (10) days' written notice.
- 13. LIABILITY**
- 13.1 Subject to express provisions in the Agreement, neither Party shall be liable to the other for:
- (a) any indirect, punitive, special or consequential loss or damage; or
- (b) any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, even if the other Party is advised in advance of the possibility of any such losses or damages.
- 13.2 The Supplier shall be responsible for and shall protect, defend, indemnify and hold harmless the Customer and its affiliates, associated companies, co-venturers and the stockholders, directors, agents, employees and representatives of each, from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature, with respect to injury, disease, illness or death, or damage to or loss of property, arising during, in connection with and/or as a result of the performance of the Agreement, caused or contributed by any defect in design or manufacture of the Goods, or by the Supplier's negligent act, omission or wilful misconduct.
- 13.3 The Supplier shall not be liable for any losses arising from the Customer's subsequent misuse of the Goods including:
- (a) wilful damage;
- (b) the Customer's negligence, or that of its employees, or failure to follow the Supplier's instructions as to use of the Goods; and
- (c) any alteration of the Goods by any manufacturing process or otherwise, save for any latent defect which means that the Goods did not comply with the Specification.
- 13.4 Except as expressly provided herein, the Supplier shall be solely responsible for the costs of all losses or damages caused by the wilful misconduct, negligent act or omission of the Supplier, its subcontractors, and/or their respective officers, agents or employees.
- 14. LIQUIDATED DAMAGES**
- 14.1 Unless otherwise agreed by the Parties in writing, the Parties agree that it would be extremely difficult and impracticable under the presently known and anticipated facts and circumstances to ascertain and fix the actual damages the Customer would incur should there be delays in delivery of the Goods or in the performance of the Service.
- 14.2 If Supplier fails to satisfy the requirements of the Commencement Date on or prior to the Commencement Date Deadline and/or the requirements of the Delivery Date then, without prejudice to any other rights of the Customer under this Purchase Order or applicable laws, the Customer's remedy for such delay shall be to recover from the Supplier, as liquidated damages and not as a penalty, a sum equal to the amount set out in the Purchase Order. For the avoidance of doubt, the liquidated damages set out in a Purchase Order shall have priority in respect of such Purchase Order only and shall not prejudice any rights the Customer may have under this Agreement. In the event of no amount being set out in a Purchase Order the Supplier's liability in respect of liquidated damages under each relevant Purchase Order shall be ten per cent (10%) of the value of such Purchase Order. If the delay exceeds the maximum amount of Days set out in the relevant Purchase Order, this Agreement may be terminated at Customer's discretion and the Supplier shall be declared a non-performer under this Agreement.
- 14.3 The Customer, without prejudice to any other method of recovery and without the need for judicial proceedings, may deduct or set-off the amount of liquidated damages from any money in its hands due or which may become due to the Supplier. No prior notice shall be required for the application of liquidated damages, which shall become due and payable by the mere event of delay. The payment or deduction of such damages shall not relieve the Supplier from its obligations and liabilities under this Purchase Order.
- 15. INSURANCE**
- The Supplier shall obtain on or before the Commencement Date and continuously maintain throughout the Term:
- 15.1 health, accident and hospitalization insurance for its personnel with a level of coverage which the Customer deems to be satisfactory;
- 15.2 workmen's compensation and/or employer's liability insurance, or coverage of a comparable nature, to the full extent required by all laws applicable, and at a level of coverage satisfactory to the Customer; and
- 15.3 general third party liability insurance against any property damage or destruction or loss or loss of use and/or any death, illness, disease or personal injury, physical or mental, caused by, arising out of or in any way connected with the performance of its obligations under the Agreement in an amount of not less than one million US Dollars (US\$1,000,000) for any single claim or series of claims arising out of any one incident.
- 16. AUDIT**
- The Customer shall have the right to audit any of Supplier's books and records which may be necessary to substantiate all Invoices and payments hereunder (including, but not limited to, receipts and time sheets) and Supplier agrees to maintain adequate books and records for such purposes during the term of the Agreement and for a period of thirty six (36) months thereafter and to make the

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- same available to Customer at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.
- 17. CONDUCT**
- 17.1** The Supplier shall always act, in respect of any matter relating to the Agreement or to the Services, as faithful advisers to the Customer, and shall at all times support and safeguard the Customer's legitimate best interests in any dealings with sub-consultants or third parties.
- 17.2** The Supplier accepts the responsibility of proper conduct at all times with honesty and integrity and in a manner which will not create any compromising situations with respect to the Customer or any affiliate thereof.
- 17.3** Insofar as concerns any knowledge of the Customer's or any affiliates' trade secrets or special training which the Supplier may obtain during the Term, the Supplier shall not, without the express written consent of a senior officer of the Customer, for a period including the Term and two (2) years thereafter, engage in any economic activities or interests related to the Goods and Services which: (a) are or may be in competition with or contrary to the best interests of the Customer or any affiliate thereof; and (b) which involve the use of any special training, knowledge or trade secrets obtained from the Customer or any of its affiliates.
- 17.4** The Supplier shall comply fully and at all times with all applicable laws as may apply to the Customer, the Supplier and/or the Services, as well as, with applicable Customer policies, codes of practice or rules such as health, safety and environmental standards.
- 17.5** Without prejudice to clause 4.2.2 and clause 27, the Supplier shall comply fully and at all times with the instructions provided to it from time to time by the Customer or its representatives.
- 18. GOVERNING LAW AND DISPUTE RESOLUTION**
- 18.1** The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Agreement.
- 18.2** The Parties should exert all reasonable efforts to settle through negotiations any disputes, disagreements, differences or claims arising out of or in connection with the Agreement, or related to any breach of its provisions, including any question regarding the Agreement's existence, validity, termination or non-contractual obligations arising out of or in connection with it (individually and collectively, a "Dispute").
- 18.3** If the Parties are unable to resolve a Dispute, within one (1) calendar month, then such Dispute shall be exclusively and finally settled by arbitration, and any Party may submit such Dispute to arbitration.
- (a) The arbitration shall be held in Geneva, Switzerland before one (1) arbitrator;
- (b) The arbitration proceedings shall be conducted in the English language and the arbitrator shall be fluent in the English language;
- (c) The arbitrator shall be and remain at all times wholly independent and impartial;
- (d) The arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce, in effect on the date hereof, which Rules are deemed to be incorporated by reference into this clause; and
- (e) Any procedural issues not determined under the arbitral rules selected pursuant to the Agreement shall be determined by the law of the place of arbitration, other than those laws which would refer the matter to another jurisdiction.
- 19. NOTICES**
- 19.1** Any notice or other communication to be given under the Agreement shall be in writing and in the English language and may be delivered by hand or sent by pre-paid post (by airmail post if to an address outside the country of posting) or fax to the relevant Party at the address set forth below:
- (a) If delivered to Customer:
CC Energy Development S.A.L. (Oman Branch)
CCED House, Al Sarooj Stret, Way No. 3036
Shatti Al Qurum
Post Box 539, Post Code 133
Al Khuwair District
Muscat, Sultanate of Oman
- For the Attention of: Financial and Commercial Manager
- (b) If delivered to Supplier use the address set out in Schedule 1 Form of Agreement and Acknowledgment as "Goods to be provided by"
- 19.2** Each Party shall have the right to change the place to which notices shall be sent or delivered by sending a similar notice to the other Party in like manner informing of such change.
- 19.3** Any notice or document shall be deemed served:
- (a) if delivered by hand, at the time of delivery unless delivered after 5.00 pm in which case they shall be deemed served on the next Business Day;
- (b) if posted, five (5) Business Days after posting; and
- (c) if sent by fax, at the time of transmission printed on the transmission confirmation sheet provided that an error free transmission report has been received by the sender and if the time of transmission is after 5:00 pm on a Business Day or at any time on a day that is not a Business Day the notice shall be deemed to have been received at 9:00 am on the next Business Day.
- 19.4** Notices under the Agreement shall not be valid if sent by electronic mail.
- 20. ENTIRE AGREEMENT**
- 20.1** The Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes and excludes any previous agreement, warranty, statement, representation, understanding or undertaking (in each case whether written or oral) given or made before the date of the Agreement by or on behalf of the Parties and relating to its subject matter.
- 20.2** Neither Party has relied on any statement, representation, agreement, understanding or promise made by the other except as expressly set out in the Agreement.
- 21. ASSIGNMENT**
- The Supplier shall not, without the prior written consent of the Customer, assign, transfer, novate, charge or deal in any other similar manner with the Agreement or its rights or any part of them under the Agreement, subcontract any or all of its obligations under the Agreement, or purport to do any of the same.
- 22. SEVERANCE**
- The invalidity, illegality or unenforceability of any provision of the Agreement, or a provision in any other agreement which is identical to one in the Agreement, shall not affect the other provisions and the Agreement shall be given effect as if the invalid, illegal or unenforceable provision had been deleted and replaced with a provision with a similar economic effect to that intended by the Parties if this can be achieved by another clause.
- 23. FURTHER ASSURANCE**
- Either Party shall, at the request and cost of the other, use all reasonable endeavours to do or procure the doing of all such

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further acts, and execute or procure the execution (as a deed or otherwise) of all such documents, as may from time to time be necessary to give full effect to the Agreement.

24. AMENDMENT AND WAIVER

24.1 No variation of the Agreement shall be effective unless it is made in writing, refers specifically to the Agreement and is signed by both of the Parties.

24.2 No waiver of any term, provision or condition of the Agreement shall be effective, except where it is clearly made in writing and signed by the waiving Party. No waiver of any particular breach of the Agreement shall be held to be a waiver of any other or subsequent breach.

24.3 No omission or delay on the part of any Party in exercising any right, power or privilege under the Agreement shall operate as a waiver by it or of any right to exercise it in future or of any other of its rights under the Agreement.

25. THIRD PARTY RIGHTS

A person who is not a party to the Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

26. CUMULATIVE REMEDIES

The rights and remedies arising under, or in connection with, the Agreement are cumulative and, except where otherwise expressly provided in the Agreement, do not exclude rights and remedies provided by law or otherwise.

27. SURVIVAL OF OBLIGATIONS

Any of the provisions of the Agreement that are expressed to take effect in whole or in part on or after termination, or are capable of having effect after termination, shall remain in full force and effect notwithstanding termination.

28. NO PARTNERSHIP OR AGENCY

The Supplier agrees and acknowledges that it is an independent contractor and nothing in the Agreement shall create, or be deemed to create, a partnership, joint venture or legal relationship of any kind between the Parties that would impose liability upon one Party for the acts or failure to act of the other Party, or authorise either Party to act as agent for the other. Save where expressly stated in the Agreement, neither Party shall have the authority to make representations, act in the name or on behalf of or otherwise bind the other.

SCHEDULE 3 - SHIPPING AND MARKING INSTRUCTIONS V-JAN-2019



SHIPPING DOCUMENTATION (CUSTOMS CLEARANCE IN OMAN)

Suppliers are liable to provide the following documents that are required by Customer to complete Customs Clearance of a shipment exported/imported into Oman. Any costs associated to providing these documents are deemed to have been included in the proposal submitted by the Supplier.

1. AIR WAY BILL (AWB) OR BILL OF LADING (BL)

- Suppliers MUST not use Express Couriers like FEDEX/DHL etc. for orders placed by the Customer with DAP Incoterms. The Customer shall not be liable to pay any import fees on such shipments that may be required to process the clearance of such Goods.

2. DETAILED COMMERCIAL INVOICE

The Certificate of Origin must meet the following customs stipulations:

- Must be on Supplier's letter head, duly itemised with unit price and total value in the currency set out in the Contract/Purchase Order.
- Must state full name and address of the Supplier and the full name and address of the manufacturer, even if the manufacturer is the same as Supplier.
- Must contain full name and address of the consignee with contact number and email.
- Must be legalized by the nearest Arab Chamber of Commerce or Oman Embassy/Consulate to the country of origin.
- Must state the Harmonised (H.S) code of the items on the invoice.

3. CERTIFICATE OF ORIGIN (COO)

The Certificate of Origin must meet the following customs stipulations:

- Must be an original form stating full name and address of both the Supplier/manufacturer and consignee.
- Must provide a detailed description of the Goods, listing total number of package(s) with their weight and dimensions.
- Must contain the Supplier's original signature in ink.
- Must be legalized by the nearest Arab Chamber of Commerce or Oman Embassy/Consulate to the country of origin.

4. DETAILED PACKING LIST

- Must be on Supplier's official letter head with reference to the commercial invoice and Customer's Contract/Purchase Order number.
- Must specify the contents with quantities of each individual package(s).
- Must indicate gross, net weights and dimensions of each package(s) in metric units.

5. COUNTRY OF ORIGIN MARKINGS ON GOODS

- The Supplier at its sole cost and responsibility shall ensure that all physical Goods shipped from overseas and entering into Oman, are Engraved/Embossed with the respective Country of Origin marking "Made in (Country)". Writings by hand are not deemed acceptable.
- In the event that the shipped Goods are small, where engraving is not possible, then the Goods should be packed into plastic pouches/carton boxes that have the manufacturers details printed on them along with the "Made in (Country)" details.
- Should the Goods imported from overseas fail to comply with the instructions above during custom inspection all fees and levied by the customs authorities on the Customer will be charged back to the Supplier at actuals.

6. TALLY SHEET

- Original Manufacturer Tally Sheet and Mill Test Certificate for pipes, tubing and casing must be stamped by Supplier.
- If multiple trucks are being used for delivery, Tally Sheet per trailer must be provided.

7. PRODUCT / MATERIAL TEST CERTIFICATE(S) / MSDS – MATERIAL SAFETY DATA SHEET (translated to Arabic where applicable)

GOODS ORIGINATING FROM UNITED STATES OF AMERICA (USA)

All documents listed above shall apply with the exception that Suppliers must endorse the Certificates of Origin and Commercial Invoices by the [National US-Arab Chamber of Commerce \(NUSACC\)](#). The [OMAN - U.S Free Trade Agreement \(FTA\)](#) also requires the Suppliers to furnish a detailed description of:

- Any materials used in the assembly/manufacture of the Goods that are wholly the product, or manufactured in the United States, and a statement as to the value of such materials;
- The origin and value of any foreign materials used in the Goods that are not claimed to have been substantially transformed in the United States and a statement as to the value of such materials.

The Supplier shall solely be responsible to ensure the Goods are engraved and labelled permanently to read "Made in USA" at points on the Goods that are easily visible upon arrival at its destination for customs inspection.

PACKAGING AND MARKING

The Supplier shall solely be responsible for providing necessary packaging required for the appointed type of transport and to industry practice. All Customer materials are to be packed to the appropriate industry standards with the following appropriate unique marking per package as a minimum:

SHIPPING LABEL ON CONSIGNMENT			
Name and Address of the Consignee	CC ENERGY DEVELOPMENT S.A.L.		
	CCED House, Al Sarooj Street, Way No: 3036		
	Near Grand Hyatt Hotel		
	Post Box 539, Post Code 133		
	Shatti Al Qurum, Muscat, Sultanate of Oman		
	Tel:	(+968) 2206 3089 / 2206 3000	
Email:	freightforwarding@cced.com.om		
Purchase Order No:			
Purchase Order Line Item(s):			
Box No:		Of	
Net Weight (Kg):			
Dimensions:	L:	W:	H:
Final Destination			
Handling Instructions:			
SUPPLIER			
Name and Address of the Supplier			
	Tel:		
Email:			

GENERAL NOTES

- (a). The Supplier shall ensure to insert Customer's Contract/Purchase Order number in all of the above documents.
- (b). A fee of fifty two US Dollars (US\$ 52) per document is levied by the Customs Authority in Oman for non-submission of legalised Commercial Invoice and Certificate of Origin, which shall be passed on to the Supplier on its failure to provide Customer with legalised documentations as per above.
- (c). One set of packing list along with any relevant documentation must be placed inside the box
- (d). One set of packing list along with any relevant documentation securely affixed outside the box in a clear envelope.
- (e). Supplier must ensure that the documents listed above are addressed, dispatched and received by Customer well in advance factoring in time for review and acceptance prior to the arrival of the Goods in Oman Ports.
- (f). The Supplier must provide photos of packaging together with standard shipping documents.
- (g). Customer reserves the right to charge back the Supplier any fines and/or demurrages levied by the Customs authorities on the following grounds:

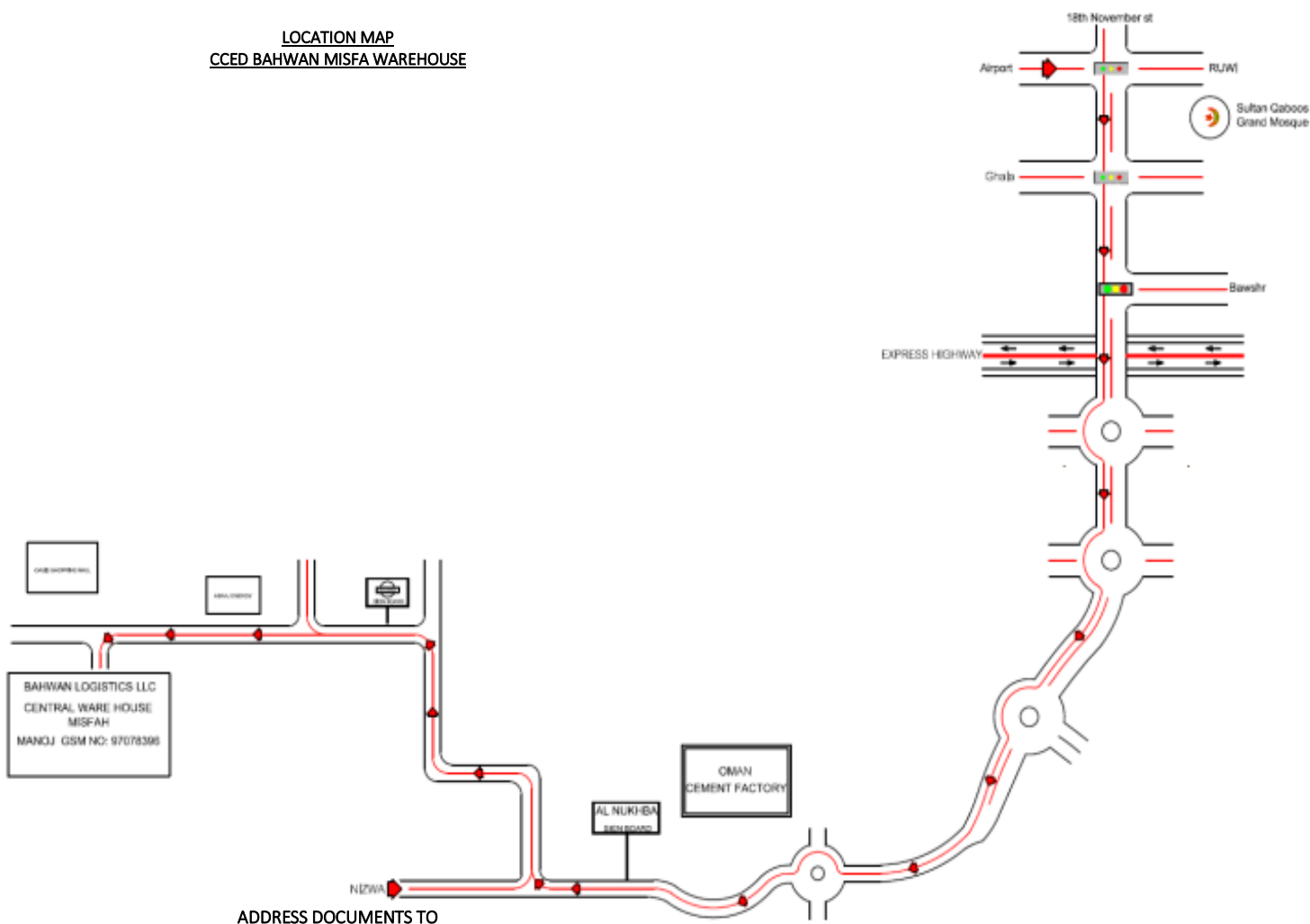
SCHEDULE 3 - SHIPPING AND MARKING INSTRUCTIONS V-JAN-2019

- Supplier's failure to provide Customer with documentations as per above;
 - Supplier's negligence to dispatch the shipping documents prior to the arrival of Goods in the Port.
 - Supplier's non-compliance to the requirements listed herein.
- (h). For any Contract/Purchase Order with DAP (Delivery at Place) Incoterms, Customer will only be responsible for the payment of Import Duty and Taxes at the Customer's Port of Importation. Any cost incurred for Import Duty and Taxes outside of the Customer's Port of Importation will be borne by the Supplier.

Shatti Al Qurum, Muscat, Sultanate of Oman
For the Attention Of
Mr. Malik Nabhani
GSM: (+968) 9945 2797
Tel: (+968) 2206 3089 / 2206 3000
Email: freightforwarding@cced.com.om

NOTIFY PARTY
BAHWAN LOGISTICS LLC
Post Box 196, Post Code 100
Ghala, Muscat
Sultanate of Oman
For the Attention Of
Mr. Ramesh P
GSM: (+968) 9931 6835
Email: BLL_CCED@suhailbahwangroup.com

**LOCATION MAP
CCED BAHWAN MISFA WAREHOUSE**



Suppliers are to ensure all documents are addressed and notified to as per below.

CONSIGNEE
CC ENERGY DEVELOPMENT S.A.L. (Oman Branch)
CCED House, Al Sarooj Street, Way No: 3036
Near Grand Hyatt Hotel
Post Box 539, Post Code 133



**SCHEDULE 4 – SECURITY POLICY
V-MAY-2016**

SECURITY PERMIT AND ACCESS REQUEST PROCEDURE

The Process

Access to CCED sites will be via an online application. Once approval is given, an Access Pass on the form of a card will be issued. Access cards will need to be shown to gain entry to:

- CCED main Entrance – CCED Main Office Muscat
- CCED Farha Plant
- CCED Saiwan Plant
- Farha accommodation
- Saiwan accommodation
- Certain remote rig drilling sites

Access cards will be issued in the following locations:

- CCED main Entrance – CCED Main Office Muscat
- Farha accommodation
- Saiwan accommodation

The point of issue will be co-located with a HSE representative, for induction and H2S card checks as required, and the COMO facilities management, for room check in / check out.

Authority Responsible

CCED Director of Projects and the Security Management are the authority responsible for issuing access approval to all visitors.

Access Passes

There are several types of Access Passes available, depending on the requirements of the visitor and the frequency with which the individual will access the locations. These are:

Visitor Card

The visitor card is for external visitors that need access for a period not exceeding 24 hours, e.g. attending meetings, training, site visits, inspections and material delivery etc.

The following documents are required for this card:

1. Valid National ID or Labour Card of the visitor.
2. CCED Contract Holder by name.
3. Name of the visitor.
4. Nationality of the visitor.
5. Job Title of the visitor.
6. Company Name of the visitor.
7. PO or Contract Number.
8. Contract Duration (Taken from contract documents).
9. Delivery note of material (in case they are delivering materials to the stores).

Short-Term Card (1 month)

This card is issued to any contractor who requires access to a specific location for a time exceeding 24 hours but for no longer than one month.

The following documents are required for this card:

1. Valid National ID or Labour Card of the visitor.
2. CCED Contract Holder by name.
3. Name of the visitor.
4. Nationality of the visitor.
5. Job Title of the visitor.
6. Company Name of the visitor.
7. PO or Contract Number.
8. Contract Duration (Taken from contract documents).
9. A copy of any of the following (Omani ID Card, Labour Card, Passport & Visa Page)

Annual Card (12 months)

The annual card is issued to any contractor who has been awarded a long term contract and requires access to a particular location for more than one month but not exceeding twelve months.

The following documents are required for this card:

1. Valid National ID or Labour Card of the visitor.
2. CCED Contract Holder by name.
3. Name of the visitor.
4. Nationality of the visitor.
5. Job Title of the visitor.
6. Company Name of the visitor.
7. PO or Contract Number.
8. Contract Duration (Taken from contract documents).
9. A copy of any of the following (Omani ID Card, Labour Card, Passport & Visa Page).
10. Personal picture.

SECURITY PERMIT AND ACCESS PASS PROCEDURE

Access Request to Non-HQ locations:

1. CCED sponsor shall apply through the *Visitors Request Form* ("VRF") portal at least 48 hours prior to the expected visit
2. The Application will be forwarded to the Transportation department who will verify if requirements for travel are fulfilled
 - If the requirements for travel aren't fulfilled, the application will be returned to the Sponsor along with the reason for rejection
3. Upon approval from the Transportation Department, a Journey Management Plan ("JMP") will be created with the information from the application
4. The application will be transmitted to the Security Department, who will check the details and decide whether the visitors are eligible for security clearance.
 - If the requirements for security clearance aren't fulfilled, the application will be returned to the Sponsor along with the reason for rejection
5. If the Security Department approves the application the following will be sent to the Sponsor, HSE, Security Guard(s) and/or Receptionist(s):
 - Security Permit
 - Journey Management Plan ("JMP")
6. Upon presentation at one of the Issuance Points, CCED Staff will:
 - Confirm the visitor's identity
 - Take the visitor's picture
 - Issue an Access Card containing the details mentioned in the application
7. Access Cards have to be returned to the Issuance Points upon exiting the location

Extension/renewal of Access Cards

If an extension or renewal of the access card is required the sponsor must:

1. Send an e-mail to the Security guard or Receptionist specifying the duration and reason for extension/renewal.
2. The visitor should present themselves at the Issuance Point where:
 - They will return their current card (if applicable)
 - the Security Guard/Receptionist will issue a new card with the new details

Lost Access Card

If an access card is lost then the holder must:

1. Inform the Point of Issuance and provide them with a statement regarding the loss (Place of loss).
2. The Security Guard/Receptionist shall then cancel the lost card.
3. The holder's Sponsor must go through the card renewal process (refer to Extension/renewal of Access Cards process above).



Visitor Request Form (VRF)

