



GENERAL TERMS & CONDITIONS FOR PURCHASE OF GOODS and/ or SERVICES

These general terms and conditions for purchase of goods and/ or services (defined as "these Terms") shall apply to the Purchase Order (P.O.) issued by MB Petroleum Services L.L.C. or one of its affiliates (collectively defined as "the PURCHASER") and to the vendor (defined as "the SUPPLIER") and shall prevail over the SUPPLIER's terms of sale. They can be modified by the special terms stipulated in the P.O.; such special terms will only apply to the P.O. concerned, the SUPPLIER not being entitled to avail itself thereof for other orders. In the event of conflict between the Terms and the special terms of purchase, the special terms will prevail. This P.O. relates to the subject matter of the P.O., as set out on the face of the P.O., and any representation, affirmation of fact and course of prior dealings or promise in connection herewith shall not be binding upon either party hereof unless made in accordance with Article 13.5. This P.O. becomes a binding contract when accepted by SUPPLIER's acknowledgment or upon any performance by SUPPLIER pursuant to this P.O.

Article 1 PREAMBLE

"MBPS" means MB PETROLEUM SERVICES L.L.C or one of its affiliates. The term MBPS and the PURCHASER may be used interchangeably throughout these Terms.

These Terms govern the relationship between PURCHASER and its suppliers. They are intended to inform suppliers of PURCHASER of the essential principles the observance of which is of prime importance.

For the purpose of these Terms, "P.O." means "PURCHASE ORDER".

Article 2 DEFINITION OF THE SUPPLY

The studies, equipment, materials, products and/ or services constituting the SUPPLY are defined in the P.O.

The SUPPLIER will receive from the PURCHASER all documents and specifications in relation to the proper performance of the requested SUPPLY. In the absence of a written request on its part, the SUPPLIER is considered as having all information required for proper performance of the SUPPLY.

Article 3 SUPPLIER'S SPECIAL OBLIGATIONS

3.1 Delivery/ Performance.

3.1.1 Subject to the terms hereof, the P.O. will establish carriage and packing paid, merchandise unloaded at the delivery address, pursuant to the conditions laid down in the P.O.

When a factory inspection is provided for, the shipments must not take place until after inspection and approval by the PURCHASER representatives.

The packing, loading and wedging in connection with shipment shall be carried out by the SUPPLIER at its own responsibility and expense. The transportation of the SUPPLY to the delivery point (as specified in the PO) shall be at the SUPPLIER's risk, irrespective of the transportation means used.

All shipments not accompanied by a packing ticket must accept the PURCHASER's count as final and conclusive. Each container must be marked to identify contents and must show P.O. or lot number as appropriate. Separate invoices for each shipment and notice of shipment in the number of copies specified in the PO, must be forwarded to the PURCHASER on the day of shipment. If the number of copies is not specified in the P.O., then two copies will suffice.

Invoices must show P.O. and part numbers and be accompanied by packing slip and/ or the original Bills of Lading or Express Waybills when shipment is by carrier and/ or Forwarder Cargo Receipt (FCR) (as applicable).

Hazardous Items must be marked, labeled and offered for transportation in accordance with all applicable requirements.

Equipment which is not in conformance at the time of delivery, necessitating replacement or repair by the SUPPLIER, shall be returned by the PURCHASER, with cost of carriage to be borne by the SUPPLIER, who shall also bear the carriage cost of the return trip.

The SUPPLIER shall manage and complete the services, and deliver the deliverables to the PURCHASER or to any authorized recipients, in accordance with the terms of the P.O., and shall allocate sufficient resources to the SUPPLY to enable it to comply with its obligations. The SUPPLIER further undertakes to perform the services with competent personnel and in adequate number, in accordance with applicable laws and regulations.

The SUPPLIER acknowledges that the performance date(s) herein are critical and time is of the essence of the P.O. for the avoidance of substantial loss to the PURCHASER. SUPPLIER's failure to meet the dates without the PURCHASER's written consent may constitute a material breach of contract.

The SUPPLIER shall not subcontract the SUPPLY or any part of it without the prior written consent of the PURCHASER. Such consent shall not free the SUPPLIER from any of its obligations pursuant to the P.O.. SUPPLIER understands and agrees that SUPPLIER controls and assumes full responsibility for all SUPPLY performed under the P.O., including services performed by any third party, such as a person, firm or corporation, that may be directly or indirectly engaged or employed by SUPPLIER for all or part of the SUPPLY ("Subcontractors"). SUPPLIER further understands and acknowledges that the PURCHASER does not control the services or SUPPLY, but is relying on the skill and expertise of SUPPLIER in performing such SUPPLY and/or in engaging Subcontractors to perform such services.

3.1.2 The delivery date is stated in the P.O.

Time is of the essence in the performance of this P.O.

SUPPLIER shall, at its expense, exert every reasonable effort necessary to meet the agreed delivery dates. SUPPLIER shall notify the PURCHASER immediately if it appears that the delivery schedule set forth herein may not be met. Such notification shall include the reasons for anticipated delays, steps being taken by SUPPLIER to remedy any such delays, and a proposed revised delivery date.

Without prejudice to the PURCHASER'S other rights and remedies included in the Terms or available at law, the SUPPLIER shall become liable to pay to the PURCHASER, as liquidated damages an amount equivalent to 1% of the total P.O. value per delayed week and up to a maximum of 5% from the total P.O. value. Notwithstanding the foregoing, in case of non-observance of the delivery date by the SUPPLIER, the PURCHASER reserves the right to cancel the P.O at any time, if the SUPPLIER does not agree to meet the committed delivery date, bearing no costs or charges. The foregoing penalties are a genuine pre-estimate of losses that may be sustained by the PURCHASER.

The PURCHASER shall also be entitled, at its option, to request replacement of the defective SUPPLY which it shall specify.

3.2 Warranty.

Without prejudice to any implied warranties (statutory or otherwise), the SUPPLIER warrants that the SUPPLY shall comply in all respects with the provisions of the P.O., with the applicable rules and regulations (particularly standards), with any specifications referred to in the P.O., and in particular with the European or American rules and regulations, and that it shall be free of any defect or flaw. SUPPLIER further warrants, if applicable, that the SUPPLY will not interrupt, delay or otherwise adversely impact PURCHASER'S operations or the operations of PURCHASER'S customers or subsequent customers. All warranties shall survive inspection, acceptance and final payment by the PURCHASER and shall run to the PURCHASER and subsequent purchasers of the SUPPLY or end products of which they are a part. All SUPPLY received by the PURCHASER may be subject to inspection and rejection. Rejected materials shall be returned at Supplier's expense, including transportation charges previously paid by the PURCHASER. In the event of a breach of this warranty, the PURCHASER shall have the option to require the SUPPLIER to replace the defective material and/or to cancel this PO and/or sue for damages. Title and risk in the SUPPLY or any part thereof which does not comply with the requirements of the PO and which are rejected by the PURCHASER shall re-vest in the SUPPLIER.

The SUPPLIER undertakes to supply the PURCHASER with full information relative to the safety of the product and to its use.

The PURCHASER may limit the duration of the warranty period to the extent specified in the P.O.

At the end of the warranty period, the SUPPLIER shall remain liable for the consequences of any hidden defect, whenever it may be discovered, as well as for the consequences resulting from non-observance of its contractual obligations within the legal periods.

3.3 Spares.

The SUPPLIER shall give sufficient notice to the PURCHASER of its intention to cease supply of equipment, materials or products constituting the SUPPLY as defined in the P.O.; or any related component parts or replacements, to enable the PURCHASER to purchase such SUPPLY, component parts or replacements.

Article 4 PRICE - PAYMENT TERMS

4.1 The prices stated in the P.O. are deemed to include all taxes and duties (if any), and are firm and non-revisable.

4.2 Unless alternate payment terms are agreed between the parties, payment shall be made sixty (60) days from the end of the calendar month following the date of receipt of the invoice, by way of cheque or bank transfer; provided, however, no payment will be due prior to SUPPLIER'S delivery to and acceptance by the PURCHASER of any goods or completion by SUPPLIER and acceptance by the PURCHASER of any services. If discounts are offered, the PURCHASER shall have the option to pay invoices according to discount terms. Discount periods, if applicable, will be computed from the date of acceptance by the PURCHASER of SUPPLY ordered, the date of receipt of acceptable invoices or after the resolution of any dispute to render payment, whichever is later. Invoices shall be mailed to the PURCHASER at the address indicated on the face of this P.O. SUPPLIER warrants that the prices for the goods are not less favorable than those currently extended to any other purchaser for the same or like goods on equal or lesser quantities. If the SUPPLIER reduces its price for such goods during the term of this P.O., the SUPPLIER agrees to reduce the prices hereof accordingly.

- 4.3 The payment schedule and the rules regarding invoicing are stated in the P.O.
- 4.4 If the PURCHASER disputes all or any part of the invoice, the PURCHASER shall return the said invoice to the SUPPLIER, giving him the reasons for its disagreement in writing. The SUPPLIER may then:
- either return the invoice corrected to the satisfaction of the PURCHASER, or
 - send an invoice corresponding to the undisputed part, the invoice for the disputed part being sent, if the case arises, after settlement of the dispute.
- 4.5 Payment of the invoice shall not prejudice the right of the PURCHASER to dispute in writing, within six (6) months following the date of payment, any charge paid incorrectly. Any such dispute shall be the subject of immediate reimbursement by the SUPPLIER of the excess or incorrect payment. Any payment not questioned by the PURCHASER within the said period of six (6) months is considered as final.
- 4.6 PURCHASER shall be entitled to reject any invoice issued by the SUPPLIER more than six (6) months after the delivery.
- 4.7 Any dispute by the SUPPLIER concerning payment of the invoices shall be filed as the events underlying them occur, and at the latest within thirty (30) days following the occurrence of the said events, under penalty of forfeiture.

Article 5 QUALITY CONTROL AND HSE

It is understood that the SUPPLIER shall be fully responsible for the complete Supply Chain Management up to the delivery site designated by the PURCHASER.

Notwithstanding with the above provisions, the parties agree that the PURCHASER shall be entitled to evaluate, at any time, the conformity of the SUPPLIER's Quality System and of the Quality Systems of its subcontractors, if any, to the International Quality Assurance standards ISO 9001 or 9002 and/or certifications recognized at an international level, and shall be entitled to request, as the case may be, a specific Quality Assurance plan.

The PURCHASER'S representatives shall be given free access both to the SUPPLIER's workshops and to those of its subcontractors, if any, with respect to performance of their assignment.

It is understood that intervention by the PURCHASER'S representatives shall not constitute interference on its part in realisation of the SUPPLY, and hence shall not in any way reduce the SUPPLIER's responsibility in the performance of the SUPPLY.

Furthermore, the SUPPLIER warrants that it and its personnel, including its appointed third-party personnel, shall comply with all applicable health, safety, and environmental ("HSE") regulations under the applicable laws and PURCHASER and/ or PURCHASER'S customer (as applicable) bridging document detailing HSE policies applicable on the site, as may be provided in writing by the PURCHASER and/ or PURCHASER'S customer (as applicable) from time to time.

Article 6 TERMINATION

- 6.1 The PURCHASER shall have the right to terminate the P.O. by right without notice and without indemnity to the SUPPLIER in the following cases:
- 6.1.1 In case of total or partial non-completion of the order, and of the obligations incumbent on the SUPPLIER under the Terms, or of the conditions of the P.O.,
- 6.1.2 In case of incapacity or prohibition, or of cessation of operations, of the SUPPLIER for any reason whatsoever,
- 6.1.3 In case of judicial reorganization or liquidation, if the receiver or the liquidator waives continuation of completion of the SUPPLY.
- 6.1.4 In case of non-observance of the provisions of applicable legislation.
- 6.1.5 In case of SUPPLIER did not commit on delivery in full and or partial after placing the P.O. to the SUPPLIER.
- 6.1.6 In case of transfer or of planned transfer of operation of the SUPPLIER' s activity to a successor, particularly by way of conveyance to a company already constituted or to be constituted, merger, transfer of business, etc., the SUPPLIER shall inform the PURCHASER immediately by registered mail with receipt and also by way of electronic mail with delivery receipt confirmation, and the latter shall then be entitled, upon its sole discretion, to approve the successor or to terminate the P.O.
- 6.1.7 In case of a substantial modification or planned substantial modification in the structure of the SUPPLIER' share capital, the SUPPLIER shall immediately inform the PURCHASER of this fact by registered mail with receipt and also by way of electronic mail with delivery receipt confirmation, and the latter shall then be entitled, in its sole discretion, to continue with, or terminate, the P.O., or
- 6.1.8 Under any circumstance(s) that the PURCHASER deems appropriate.

In all cases of termination by right provided for above, the PURCHASER reserves the option of completion of the order by another supplier, without prejudice to damages and interest and, as the case may be, penalties provided for in the order for non-realization or late realization.

- 6.2 In case the PURCHASER has paid any advance to the SUPPLIER in relation to this P.O., the SUPPLIER shall refund the advance to the PURCHASER within 2-weeks of the date of the termination.

Article 7 TRANSFER OF OWNERSHIP AND RISK

The transfer of ownership to the PURCHASER shall take place at earlier of (1) at the time payment or (2) at the time of delivery to the PURCHASER specified delivery point as stated in the P.O. The risk shall transfer to the PURCHASER upon completion of delivery.

Article 8 FORCE MAJEURE

Only facts which are unforeseeable, insurmountable and outside of the control of the party which invokes it, as defined in the precedents recognized in this domain, shall be considered as cases of force majeure. "Force majeure" shall include acts of God, laws and regulations, government action, war, civil disturbances, strikes, lightning, fire, flood, washout, storm and any other causes that are not reasonably within the control of the SUPPLIER.

In case of force majeure, the SUPPLIER shall inform the PURCHASER immediately, by registered mail with receipt and also by way of electronic mail with delivery receipt confirmation, as soon as the event giving rise to the force majeure occurs, producing all documentary evidence establishing the precise event giving rise to the force majeure.

The force majeure shall not release the SUPPLIER from its obligations except to the extent to, and for the period during, which it is prevented from complying with such obligations.

The SUPPLIER shall endeavor to remedy the impact of force majeure rapidly. The PURCHASER reserves the option of having the order continued by another supplier.

During the term of any force majeure event, the PURCHASER may satisfy its requirements for any SUPPLY under this P.O. as it deems appropriate and any such action by the PURCHASER shall reduce any obligations hereunder accordingly, but shall not be deemed to be a breach of this P.O. by the PURCHASER.

Should any force majeure event extend for a period of more than fifteen (15) consecutive days, the PURCHASER shall have the right to terminate this P.O. after the fifteenth (15th) day without any further obligations or liability to the SUPPLIER.

Article 9 LIABILITY – INSURANCE

9.1 Liability

The SUPPLIER shall release, indemnify, defend and hold the PURCHASER, its affiliates and/ or PURCHASER's customer (together referred to as the "INDEMNIFIED") harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the INDEMNIFIED resulting from death, disease or injury to any person or damage to any property or the environment, arising out of, in conjunction with or related in any way to (a) any alleged defective SUPPLY (whether latent or patent), including without limitation allegedly improper construction or design, or from failure of the goods to comply with specifications or with any express or implied warranties of SUPPLIER, acquired or purchased by, provided to, or performed for the PURCHASER hereunder, whether used by the PURCHASER or by PURCHASER's customer; or (b) a breach of any terms and conditions of this PO by the SUPPLIER or its subcontractor(s), or (c) the alleged violation of any statute, ordinance, administrative order, rule or regulation connected with manufacture or sale of any goods to the extent caused by the SUPPLIER.

9.2 Insurance.

- 9.2.1 The SUPPLIER undertakes to take out at its own expense and to maintain in effect, with reputable companies, all insurance policies required for covering all of the risks that may arise in connection with performance of the SUPPLY in an amount reasonably acceptable to the PURCHASER.

In particular, the SUPPLIER shall procure and maintain at its expense the following insurance coverage:

1. Property All Risks insurance
2. Workmen's Compensation/Employers Liability insurance (as applicable)
3. Third party liability insurance. Third party liability insurance coverage shall cover the INDEMNIFIED's properties and employees.
4. Transit insurance where applicable

- 9.2.2 Upon request, the SUPPLIER shall provide the PURCHASER with (an) insurance certificate(s) provided by its insurer(s) certifying the existence, the duration and the compliance of the policy (ies) with the P.O.

- 9.2.3 The deductibles applicable to the SUPPLIER's insurance are for the SUPPLIER's account.
- 9.2.4 The SUPPLIER shall indemnify the INDEMNIFIED and its insurers for repayment of all amounts that the INDEMNIFIED and its insurers are required to pay in any connection whatsoever because of the absence, insufficiency or lapse of the SUPPLIER's insurance policies.
- 9.2.5 The provisions of Articles 9.1. and 9.2. also apply to the SUPPLIER 's subcontractors, if any, involved in the performance of the SUPPLY. The SUPPLIER alone shall bear the consequences of any failure on the part of the said subcontractors to meet the obligations stipulated therein.

Article 10 PATENTED DEVICES AND PROCESSES - REGISTERED TRADEMARKS

The SUPPLIER shall obtain all useful authorizations from third parties, and particularly from holders of patents and owners of registered trademarks, the application or use of which are required by performance of the SUPPLY.

The SUPPLIER shall indemnify and hold harmless the INDEMNIFIED against any disputes and claims of third parties in this connection that might arise during or after completion of the P.O.

The SUPPLIER undertakes to obtain, if necessary, transfer of copyrights, plans and basic and execution documents from its subcontractors, to the benefit of the PURCHASER.

If the case arises and within this framework, the SUPPLIER shall indemnify and hold harmless the INDEMNIFIED against any proceedings or law suit filed against it and shall bear all costs and expenses arising from any such proceedings. In case part of the SUPPLY in dispute is banned from use, the SUPPLIER, at its own expense, shall either have to replace, or modify, same in such a way as to do away with the infringement and refund the purchase price and all transportation and/or installation costs. . Any such modification shall not detract from the contractual requirements of the SUPPLY.

Article 11 CONFIDENTIALITY

All documents supplied by the PURCHASER as well as any information relating to the PURCHASER, including but not limited to, all drawings, specifications, and other technical, economic or other information, whether in written, oral or visual form, furnished by or on behalf of the PURCHASER or created or produced by SUPPLIER for the PURCHASER in relation to this P.O. shall remain or become PURCHASER's property and shall be deemed to be the confidential information of the PURCHASER.

- 11.1 The SUPPLIER undertakes to strictly respect the said confidentiality obligation and to have it respected in the same way by its personnel and its subcontractors.
- 11.2 The documents, items, entrusted by the PURCHASER or on its behalf to the SUPPLIER, or specific equipment manufactured by the SUPPLIER, in respect of the SUPPLY shall be returned to the PURCHASER as soon as the SUPPLIER no longer needs them in order to meet its contractual obligations, and he shall not be entitled to make copies thereof.
- 11.3 The SUPPLIER undertakes not to carry out any publications (press article, conference, advertising) connected with performance of the SUPPLY, without having obtained prior, explicit and written approval from the PURCHASER. The PURCHASER reserves the right to request or prohibit reference to itself in connection with the said publication.
- 11.4 The SUPPLIER agrees neither to refer to nor to use PURCHASERS' business name or trademarks for any reason whatsoever, without prior, explicit and written authorization of the PURCHASER.
- 11.5 Any failure to comply with the provisions of the present article 11 shall be considered as a material violation by the SUPPLIER of its obligations to the PURCHASER, and may cause immediate and irreparable prejudice to the PURCHASER, in connection with which the PURCHASER shall be entitled to take any necessary legal steps. The SUPPLIER indemnifies the PURCHASER against the consequences of any shortcomings in meeting this obligation on the part of himself, its personnel, its subcontractors and their personnel with respect to the provisions of the present article.
- 11.6 PURCHASER shall be under no obligation to keep confidential any information furnished to it hereunder by the SUPPLIER.

Article 12 APPLICABLE LAW - DISPUTE SETTLEMENT

- 12.1 Any disputes which may derive from the validity, interpretation, application or termination of the P.O. shall be exclusively and finally settled according to the laws of England and Wales, excluding any choice of law rules that would refer the matter to the laws of another jurisdiction. Any dispute, difference, controversy, or claim of any kind whatsoever that arises or occurs between the parties in relation to anything or

matter arising under, out of or in connection with this P.O. shall be resolved amicably by the parties. In case of any dispute not resolved in accordance with this section, any such dispute shall be exclusively referred to and finally resolved by arbitration in accordance with the provisions set forth under the Dubai International Arbitration Centre ("DIAC") Arbitration Rules (the "Rules") in force at the date of the receipt by DIAC of a written request for arbitration. The seat or legal place of the arbitration shall be Dubai, United Arab Emirates. The venue of the arbitration or place where the arbitration hearings shall take place shall be located in Dubai, United Arab Emirates. The language to be used in the arbitral proceedings shall be English. The number of arbitrators shall be three. The parties agree that each party may nominate one arbitrator for appointment. The claiming party shall nominate the first arbitrator in the request for arbitration. The responding party shall nominate the second arbitrator in the answer to the request for arbitration. The third arbitrator, who will act as chairman of the arbitral proceedings, shall be nominated for appointment by written agreement of the two party-nominated arbitrators. If a party fails to nominate an arbitrator in the request for arbitration or answer (as above) or the two party-nominated arbitrators fail to nominate a third arbitrator within fifteen (15) days of the appointment of the last arbitrator by the DIAC, then such arbitrator shall be appointed by DIAC. Notwithstanding Article 31 of the Rules, or any other provision of the Rules or of law which is or may come into force, any interim and/or conservatory measures shall be subject to the exclusive jurisdiction of the competent judicial circuit of the Dubai Courts. Any final award shall become enforceable and binding upon the parties upon ratification by a final judgment. A final judgment is a judgment which is not subject to any appeal or in respect of which the deadline to file an appeal or leave to appeal has expired. The parties hereby submit to the exclusive jurisdiction of the competent judicial circuit of the Dubai Courts in respect of the ratification of any final award.

12.2 Ruling language.

All documents produced by SUPPLIER in the execution of the P.O., as well as all written communications between the PURCHASER and SUPPLIER, shall be written in the English language which is hereby designated as the ruling language of the P.O.

Article 13 MISCELLANEOUS

- 13.1 At the time of expiration of the P.O., either due to the completion of the SUPPLY or due to termination, the provisions of Articles 3.2, 8, 9, 10 and 11 of these Terms shall remain in effect.
- 13.2 Any notifications (reports and other communications) relating to the P.O. to be issued from one Party to another shall be made in writing and are either handed over directly in exchange for a receipt or sent by registered mail with receipt to the addresses indicated in the P.O., at which the Parties elect domicile and also by way of electronic mail with delivery receipt confirmation. They shall become effective after receipt at the said addresses (or any new address duly indicated by either Party).
- 13.3 Any non-observance by one of the Parties, not pointed out by the other Party, of any of its obligations whatsoever resulting from the P.O. including these Terms shall not be considered, whatever the duration thereof may be, as a waiver of its rights and as absolving the said other Party from retroactively remedying and from carrying out, in the future, the obligation or obligations concerned under the terms and conditions of the P.O. including the Terms.
- 13.4 If anyone whatsoever of the stipulations of the documents mentioned in Article 13.5 is void in the light of a rule of law, it shall be considered as non-existent, without entailing the nullity of these Terms and of the P.O.
- 13.5 In case of a conflict between (1) the P.O. (2) the documents attached thereto, if any, and (3) these Terms, the contractual documents shall prevail in the order indicated above.
- 13.6 The documents mentioned in Article 13.5 constitute all of the commitments concluded between the Parties, and cancel and replace any prior commitments, oral or written, relative to the order.
- 13.7 The PURCHASER shall have the right to make changes at any time in the drawings, specifications, quantities, delivery schedules, delivery location, methods of shipment or packaging related to this P.O. where the SUPPLY to be furnished are to be specifically manufactured for or provided to the PURCHASER in accordance herewith. No changes shall be effective unless expressly authorized in writing by the PURCHASER including, but not limited to, substitutions of or alterations to any specifications, drawings or other requirements of this P.O. If such change results in delay or an increase or decrease in expense to the SUPPLIER, the SUPPLIER shall notify the PURCHASER immediately and the PURCHASER and the SUPPLIER will negotiate an equitable adjustment provided that the SUPPLIER shall continue to supply the items contracted for under this P.O. as so changed. SUPPLIER shall not receive payment from the PURCHASER for any unauthorized activities.
- 13.8 This P.O. is not assignable by SUPPLIER without the prior written consent of the PURCHASER, such consent not to be unreasonably withheld.