

General Terms and Conditions

These General Terms and Conditions ("Terms and Conditions") apply in respect of an agreement between Company and Contractor, which may e.g. be in the form of a purchase order or a work statement (the "Agreement"). These Terms and Conditions are binding between Company and Contractor and supersede and replace any Contractor terms and conditions or previous agreements for the Goods and Services in scope. **In the event any special terms are agreed between the parties, those special terms shall take precedence over the terms contained in these Terms and Conditions. Where these Terms and Conditions are attached to or incorporated into a purchase order or work statement issued under an existing contract, the terms and conditions of that existing contract shall prevail.**

1. Definitions

1.1 In these Terms and Conditions:

"Affiliate" means, in reference to a Person, any other Person which: (i) directly or indirectly controls or is controlled by the first Person; or (ii) is directly or indirectly controlled by a Person which also directly or indirectly controls the first Person; and for the purposes of this definition, a Person controls another Person if such Person has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise.

"Background Information" means any information or data proprietary to Contractor, or licensed to Contractor with the right to grant sub-licences to third parties, which are created independently of the performance of the Services as can be adequately proved by Contractor, from which the Services or any Work Product is derived, or which are otherwise required for the effective exploitation of any Work Product;

"Company Information" means any information which is disclosed to Contractor by or on behalf of Company or any Affiliate of Company in connection with the Agreement, including, without limitation, any information about the business of Company or any Affiliate of Company;

"Contractor Personnel" means any individual employed or supplied by Contractor whether directly or indirectly and assigned to work in connection with the performance of the Agreement whether or not an employee of Contractor, and includes subcontractors of Contractor and their personnel;

"Co-Venturers" means any other Person with whom Company is, from time to time, a party to a joint operating agreement, a joint venture or equivalent shareholder agreement, unitisation agreement or similar agreement relating to the operations for which the Scope is being supplied and the successors in interest of such Co-venturer or the assignees of any interest of such Co-venturers.

"Force Majeure" means any of the following events:

- (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- (b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (d) Earthquake, flood, fire, named cyclone/hurricane/typhoon, tidal wave, explosion and/or other natural physical disaster, but excluding weather conditions as such regardless of severity;
- (e) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers and which affect a substantial or essential portion of the provision of Goods and/or Services;
- (f) Maritime or aviation disasters;
- (g) Changes to any general or local statute, ordinance, decree, or other law, or any regulation or by-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, decree, law, regulation or by-law;

"Goal Zero" means the principle of relentlessly pursuing no harm to people and no significant incidents;

"Goods" means the goods to be provided by Contractor to Company in accordance with the Agreement;

"Incoterms" means, unless otherwise specified, the official rules of Incoterms® 2010 for the interpretation of trade terms or international commercial terms as published by the International Chamber of Commerce;

"Intellectual Property Rights" means patents, copyright, designs, trade or service marks, semiconductor topography rights, database rights, rights in

know-how, moral rights or other similar rights in any country, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing;

"Person" means any individual, entity, partnership, limited partnership, firm, trust, body corporate, company, corporation, government, governmental body, agency or instrumentality, unincorporated body of persons or association;

"PETRONAS" shall mean PETROLIAM NASIONAL BERHAD, the National Oil Company of Malaysia.

"Related Parties" means in relation to Contractor:

- (i) any of its Affiliates;
- (ii) any person employed by Contractor or by its Affiliates;
- (iii) any director or other officer of Contractor or its Affiliates; and
- (iv) any person acting on behalf of Contractor or its Affiliates (whether with or without Contractor's or its Affiliates' knowledge).

For purposes of this definition, "Affiliates" means any Person other than Contractor which is directly or indirectly affiliated with Contractor;

"Scope" means the scope, and any and all relevant portions thereof as the context dictates, that Contractor is required to supply in accordance with the Agreement including the delivery of the Goods and the performance of the Services (as applicable).

"Services" means the services to be provided by Contractor to Company in accordance with the Agreement;

"Work Product" means the Goods and any and all results, conclusions and findings of the Services including, but not limited to software, documentation, designs, visual materials in whatever form and sound recordings, produced or generated in the course of performing the Services and includes copyright to any copyright protectable work resulting from the Services;

"Worksite" means all the lands, waters, facilities, properties and any other places including, but not limited to, storage facilities, offshore installations, floating construction equipment, vessels (including the area approved by anchor patterns), offices, workshops, and messing facilities, on, under, in or through which work in connection with the Agreement will be performed by Contractor and Contractor Personnel, which are owned and/or operated by Company and/or Affiliates of Company.

1.2 In these Terms and Conditions, words denoting the singular include the plural and vice versa.

2. Provision of Goods and/or Services; Warranty; Remedies; Title and Risk

2.1 Without prejudice to representations or warranties applied by law or otherwise given by Contractor, Contractor warrants that Goods shall be: (a) free from defect; (b) fit for their intended purpose or application; (c) manufactured and supplied strictly in accordance with the relevant specification; and (d) free of any registered or unregistered charge, lien, mortgage or other encumbrance. Services shall be provided with all due skill and care and in accordance with industry recommended standards and practices. Contractor will pass through any applicable manufacturer's warranty to the benefit of Company. If any such manufacturer's warranty is not assignable, Contractor shall assist Company in pursuing any warranty claim with the manufacturer on Company's behalf. The warranty for Goods commences on the latter of the day Company takes physical possession of the Goods or the Goods have been installed by Contractor and is valid for the longer of twelve (12) months or the length of Contractor's, or, the manufacturer's standard warranty period. The warranty for Services commences on the day of completion of the Services and is valid for twelve (12) months following completion of the Services. Contractor shall operate a quality assurance system in accordance with industry recommended standards and practices.

- 2.2 Contractor and Contractor Personnel shall comply with all applicable laws and government rules, regulations and orders, including but not limited to, those related to health, safety and environment, employment rights and data protection. Contractor shall obtain at its own cost the required permits and shall provide Company such data reasonably requested by Company in relation thereto. Contractor must, to the maximum extent permitted by law, defend, hold harmless and indemnify Company, and coventurers, members, and Affiliates of Company, and its and their directors, officers, employees, and agents ("Third Party Beneficiaries") from and against any claims, proceedings, lawsuits, judgements, liabilities, losses, damages, costs (including legal costs and attorneys' fees), fines, penalties, assessments and expenses incurred or suffered as a result of non-compliance with laws or failure to obtain permits by Contractor or Contractor Personnel. Contractor confirms that it has obtained all requisite information for the performance of the Agreement, in particular, but not limited to, as to the Company site, access and transportation thereto, local conditions and facilities and any other relevant matters of whatever nature. Contractor will attend induction training as may be required by Company from time to time.
- 2.3 Without prejudice to any other rights of Company hereunder or at law, in the event of defective Goods or Services or a breach of warranty, notwithstanding that such defect or breach may have been discovered by Company after delivery or performance, Company, in its sole discretion and at Contractor's risk and expense, may do any or all of the following: (i) terminate the relevant Agreement at any time; (ii) reject and return the Goods; (iii) require the Goods to be replaced or repaired by Contractor; (iv) require the Services to be re-performed by Contractor. Without prejudice to any rights and remedies which Company may have hereunder or at law, in the event that Contractor does not replace or repair the Goods or re-perform the Services, as the case may be, within thirty (30) days of receipt of notice from Company of the defect or breach of warranty, Company may in its sole discretion and at Contractor's risk and expense do any of the following: (a) purchase equivalent goods elsewhere; (b) have defects in the Goods repaired by others; (c) have the Services re-performed by others. The warranty for Goods replaced or repaired by Contractor commences on the latter of the day Company takes physical possession of the Goods or the Goods have been installed by Contractor and is valid for the longer of twelve (12) months or the length of Contractor's, or, the manufacturer's standard warranty period. The warranty for Services re-performed by Contractor commences on the day of completion of the re-performed Services and is valid for twelve (12) months following completion of the re-performed Services.
- 2.4 Contractor acknowledges that it is familiar with and will comply with all applicable laws and regulations concerning the export or re-export of goods, software or technology, or the direct product thereof, to unauthorised persons or destinations. Unless otherwise agreed to by the parties, Contractor shall be responsible for obtaining any required government authorisations, including, but not limited to, export licences or exemption authorisations applicable to the Agreement.
- Where the scope of the Agreement involves US-origin or US-content goods, software, technology, or services, Contractor acknowledges and warrants that it will comply in all respects with applicable U.S. laws, regulations and administrative requirements, including, but not limited to, the International Traffic in Arms Regulations ("ITAR"); the Export Administration Regulations ("EAR"); and the regulations and orders issued and/or administered by the U.S. Department Of The Treasury, Office Of Foreign Assets Control in relation to export control, anti-boycott and trade sanctions matters.
- Without prejudice to the foregoing, where requested to do so, Contractor will provide Company with the Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any goods, software, or technology provided pursuant to the Agreement.
- 2.5 Any inspection by Company of Goods or Services shall not relieve Contractor of any obligations of liability under the Agreement.
- 2.6 Contractor will retain risk of loss of and damage to Goods until Company takes physical possession, care and custody of the Goods, or, if an Incoterm is specified for the delivery of the Goods,

until delivery to Company is complete in accordance with the Incoterm. Notwithstanding the foregoing, Contractor will retain risk of loss of and damage to Goods supplied as part of Services until acceptance of the Services by Company. Title to Goods will pass to Company (i) along with the passing of risk of loss of and damage to Goods to Company or (ii) as Company makes payment for the Goods, whichever occurs earlier. Any transfer of title or risk will be without prejudice to Company's right to refuse to accept the Goods in case of defect or non-conformity with the requirements of the Agreement. If Company rejects Goods as non-conforming or defective, or where Contractor retakes possession of the Goods in accordance with the remedy provisions herein, risk of loss of, or damage to, those Goods shall revert to Contractor on repossession or seven (7) days after issue of a notice to retake possession, whichever is earlier.

3. HSSE

- 3.1 In performing all work in connection with the Agreement, Contractor shall ensure that all Contractor Personnel will strictly comply with all applicable laws.
- 3.2 Contractor shall at all times be aware of the Company HSSE principle of Goal Zero and Life Saving Rules.
- 3.3 Whenever Contractor Personnel are on a Worksite they shall behave in a manner which is consistent with Company's requirements for the management of health, safety, security, and environmental protection set forth herein (including the Life Saving Rules), as well as any rules, procedures or codes of practice (whether issued by Company, Affiliates of Company, or otherwise) in force at the relevant Worksite.
- 3.4 Contractor confirms having received a copy of the Company Life Saving Rules, (or alternatively, has taken notice of the Life Saving Rules at <https://hsse.shell.com/global>, Username: **hsse_user**; Password: **sle15bos**).
- 3.5 Contractor is solely responsible for determining the nature and scope of the risks to the environment and to human health and safety associated with the work of Contractor and Contractor Personnel in connection with the Agreement. Contractor assumes all responsibility and liability for such risks. Contractor and Contractor Personnel shall perform the work without interfering with the operations of Company or Affiliates of Company and of any other contractors at the Worksite. Contractor shall take, and cause Contractor Personnel, any agents of Contractor, and any agents of Contractor Personnel to take all necessary precautions (including those required by Company's safety standards) to protect the Worksite and all persons and property thereon from damage or injury.

4. Method of Payment and Taxes

- 4.1 Contractor shall submit to Company invoices in accordance with the Agreement. Company shall pay Contractor within thirty (30) days (unless otherwise stated by Company) of receipt by Company of a correctly prepared and properly supported invoice to the address specified in the Agreement. Company reserves the right to pay only the undisputed portion of any disputed invoice. The parties shall endeavour to settle at the earliest possible date any invoicing matters in dispute.
- 4.2 Contractor will be responsible for and indemnify Company from all taxes, levies, social securities and other charges and duties imposed in connection with the provision of the Services and the supply of Goods and intangible property, except for Goods and Service Tax ("GST") or an equivalent sales or service tax which is due in respect of the supply from Contractor to Company (the above mentioned GST and equivalent sales or service tax are collectively referred to as "Indirect Tax"). To the extent that the provision of the Services or supply of Goods and intangible property is subject to Indirect Tax which is due as described above, the amount of such tax will be added to the fee on the invoice. Company specifically does not accept responsibility for any Indirect Tax that relates to purchases by Contractor. In general, where legally possible, Contractor will apply a tax exemption, 0% rate or any other tax facility applicable in the relevant country. In the case Company has to pay a withholding tax to the tax authorities under the applicable tax regime(s), Company shall pay the amount of the invoice after deduction of such tax to Contractor. In the event that Contractor is considered to have a permanent establishment in any country occasioned by delivery of the

Services or Goods under this Agreement, Contractor shall be solely liable for (a) any liability for taxes and (b) any and all other costs incurred by Contractor due to such permanent establishment.

- 4.3 Company is entitled to set off or reduce any payments due and owing to Contractor by any amount which Company claims is owed to it by Contractor pursuant to the Agreement or any other agreement or purchase order between the parties, or pursuant to any other agreement or purchase order between coventurers, members, or Affiliates of Company and Contractor ("Company Beneficiaries"). Any exercise of rights by Company or Company Beneficiaries under this clause shall be without prejudice to any other rights or remedies available to same.
- 4.4 Contractor shall be responsible for arranging foreign exchange clearance, if any, and for meeting costs in the country to which funds are being remitted and all charges, fees, costs and other amounts associated therewith shall be borne by Contractor.

5. Liability and Insurance

- 5.1 Liability for loss and damage to property and for personal injury, including death and disease to any person, arising in connection with the Agreement shall be determined in accordance with applicable law.
- 5.2 Neither party shall be liable to the other party under or in connection with the Agreement for (i) loss of actual or anticipated profit; (ii) losses caused by business interruption; (iii) loss of goodwill or reputation; or (iv) any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the parties and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
- 5.3 Without limitation of its obligations and its responsibilities Contractor shall maintain and shall ensure its subcontractors maintain, for the duration of the Agreement adequate insurance to meet all liabilities of Contractor arising from or in connection with the Agreement. The provisions of this Clause 5.3 shall in no way limit the liability of Contractor under the Agreement.
- 5.4 At the request of Company, Contractor shall furnish appropriate certificates of the insurances.
- 5.5 Neither party excludes or limits its liability for fraud or any liability to the extent the same may not be excluded or limited as a matter of law. This clause shall not affect the indemnities provided herein.

6. Termination; Suspension; Variations

- 6.1 Company shall have the right immediately upon delivery to Contractor of written notice, to order the suspension of, or any variation to, the provision of Goods or Services, in whole or in part, provided that any variation shall only be effective if it is within the capability and resources of Contractor. Any increase or decrease in the cost of the Goods and/or Services resulting from the suspension or variation shall be determined by Company in accordance with the rates and other information shown in the Agreement, or, in the absence of any appropriate rates and information, a fair and reasonable evaluation shall be made.
- 6.2 Either party has the right at any time by giving notice in writing to the other party to terminate the Agreement forthwith if the other party commits a material breach of any of the terms or conditions of the Agreement.
- 6.3 Company shall have the right to terminate the Agreement immediately upon written notice to Contractor if in the reasonable opinion of Company, Contractor or any of its Related Parties or any Contractor Personnel when performing work in connection with the Agreement:
- (i) fails to comply with applicable competition laws;
 - (ii) directly or indirectly offers, pays, solicits or accepts bribes in any form, including facilitation payments; or
 - (iii) fails to comply with all applicable laws and regulations.
- 6.4 Company may terminate the Agreement without cause by giving thirty (30) days prior written notice to Contractor, and Company shall only be liable to pay for that part of the Goods and/or Services provided in compliance with the terms of the

Agreement prior to such date that Contractor receives Company's written notice to terminate.

- 6.5 Upon termination or expiry of the Agreement, Contractor shall upon request by Company return or provide to Company all data, information, records and/or documents, regardless in which form, related to Company, coventurers, members, or Affiliates of Company, or its or their business which Contractor has obtained from Company or produced in performance of the Agreement.

7. Force Majeure

- 7.1 A party will not be in breach of its obligations under the Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations if and to the extent that such delay or failure is directly caused by Force Majeure and is beyond the reasonable control of the party. Company will be relieved from any obligation to make payments to Contractor for Goods and/or Services to be provided under the Agreement for so long as the supply of Goods and/or Services is impacted by Force Majeure.
- 7.2 A party whose performance of obligations under the Agreement is delayed or prevented by Force Majeure will without delay:
- (a) notify the other party on an ongoing basis of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure;
 - (b) use all reasonable endeavours to minimise the effect of the Force Majeure on its performance of its obligations under the Agreement; and
 - (c) subject to Clause 7.3, promptly after the cessation of the Force Majeure, notify the other party thereof, provide the other with all reasonable information concerning the impact of and planned response to the Force Majeure, and promptly resume full performance of its obligations under the Agreement.
- 7.3 If Contractor's performance under the Agreement is prevented, hindered or delayed by an event of Force Majeure for a period exceeding one (1) month, Company may in its absolute discretion terminate the Agreement upon giving written notice of termination.

8. Confidential Information

- 8.1 Contractor undertakes:
- (a) to use Company Information solely for the purpose of providing the Services and/or supplying the Goods; and
 - (b) not, without the prior written consent of Company, to disclose Company Information to any third party.
- 8.2 The provisions of Clause 8.1 shall not apply to any Company Information if Contractor can prove that it was or has become lawfully known to Contractor without binder of secrecy or publicly available through no act or omission on the part of Contractor.
- 8.3 At the request and option of Company, Contractor shall either destroy or return promptly to Company, or its nominee, all records containing Company Information which are in the possession of Contractor.
- 8.4 Contractor and Contractor Personnel shall not mention/use Company's name, Company's trademarks or refer to the existence of the Agreement and the activities carried out under the Agreement in any publicity material or other communications to third parties without Company's prior written consent.
- 8.5 Company shall be entitled to:
- (a) disclose Contractor's Confidential Information and authorize use by Co-Venturers and PETRONAS.
 - (b) subject to Contractor's prior consent, which shall not be unreasonably withheld or delayed, disclose Contractor's Confidential Information to and authorize use by third parties to the extent necessary for the performance of the Agreement.

9. Intellectual Property Rights

- 9.1 All right, title and interest in and to the Work Product shall vest exclusively in Company and shall be assigned to Company promptly upon creating or generating the same by Contractor. Contractor shall execute all instruments, deeds or actions necessary to vest such rights in Company. Contractor hereby irrevocably

waives, or shall procure all necessary waivers in favour of Company of, all moral or other non-transferable rights in the Work Product.

9.2 Contractor hereby grants to Company a non-exclusive, royalty-free, irrevocable and worldwide licence and right for Company with sub-licensing rights to possess, disclose and use and/or have possessed, disclosed or used, the Background Information or any part thereof as necessary to use, copy, modify, distribute and exploit freely any Work Product in accordance with the Agreement.

9.3 Contractor shall at its own expense defend, hold harmless and indemnify Company, and coventurers, members, and Affiliates of Company, and its and their sub-licensees, directors, officers, employees, and agents ("Third Party Beneficiaries") from and against all claims, proceedings, lawsuits, judgements, liabilities, losses, damages, costs (including legal costs and attorneys' fees), fines, penalties, assessments and expenses arising out of any allegation or claim that the possession, disclosure, use by Company, an Affiliate of Company and/or any third party under sub-licence of Company or any Affiliate of Company of any Background Information in accordance with the licence provided pursuant to Clause 9.2 or the possession, disclosure, use or exploitation of any Work Product in accordance with the Agreement infringes any Intellectual Property Rights of a third party.

10. Shell's General Business Principles

Contractor confirms having received a copy of the Shell General Business Principles, (or alternatively, taken notice of the Shell General Business Principles at <http://www.shell.com/s GBP>) and the Shell Code of Conduct (or alternatively, taken notice of the Shell Code of Conduct at <http://www.shell.com/codeofconduct>). Contractor agrees that neither it nor its Related Parties nor any Contractor Personnel will violate any of the Shell General Business Principles when performing work in connection with the Agreement or where Contractor has adopted equivalent principles, will not violate such equivalent principles. In the event that Contractor or any Related Parties or any Contractor Personnel supply staff that work on behalf of Company or represent Company, Contractor also commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct.

11.1 Assignment and Subcontracting

Neither Company nor Contractor shall assign or subcontract any of its rights and/or obligations under the Agreement in whole or in part without prior written consent of the other, which consent the other may withhold in its sole discretion provided, however, that Company may without such consent assign any of its rights and/or obligations under the Agreement in whole or in part to any Affiliate of Company or Co-Venturers or Production Sharing Contractor upon advance written notice to Contractor and Contractor shall execute any document required by Company, acting reasonably, to effect same. Approval to subcontract shall not relieve the subcontracting party from any of its obligations under the Agreement, or impose any liability upon the other party to any subcontractor.

11.2 The Contractor shall not replace any previously approved Subcontractor unless the Contractor proves extenuating circumstances and prior approval is given by the Company which approval shall not be unreasonably withheld or delayed

12. No Agency or Partnership

Contractor is acting solely as an independent contractor and is not an agent or partner of Company or any coventurers, members, or Affiliates of Company.

13. Applicable Law; Dispute Resolution

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Malaysia with the exception of its private international law. The United Nations Convention on the International Sale of Goods shall not apply to the Agreement. The parties irrevocably agree that the courts of Malaysia shall have exclusive jurisdiction to settle any dispute or

claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

14. Not Used

15. Notice

All notices, requests, variations, and other communications by Company or Contractor are to be in writing and delivered promptly to the appropriate addresses named in the Agreement.

16. No Child Labour

Contractor shall not make use of child labour as defined by the International Labour Organisation in its Minimum Age Convention (138) or Children and Young Persons (Employment) Act 1966, whichever more stringent. All measures to avoid child labour shall be implemented taking into account the best interests of the child. Contractor shall take all appropriate measures to ensure that no child labour occurs at business or production places of Contractor, Affiliates of Contractor, and its and their subcontractors. Contractor shall maintain a labour force register including date of birth for all workers. Contractor shall effectively communicate this policy to all its subcontractors, as well as to its employees, Affiliates, and to Contractor Personnel. For purposes of this clause, "Affiliates" means any Person other than Contractor which is directly or indirectly affiliated with Contractor.

17. Audit

Company or its representatives shall have the right, at any reasonable time, to audit and take copies of extracts from Contractor's and its subcontractor's books, accounts, records and original documents (including computer data) relating to the Agreement and Contractor and its subcontractors shall maintain such records for at least four (4) years after termination or expiry of the Agreement.

18. Miscellaneous

18.1 Contractor and Contractor Personnel shall not prepare photographs, articles, press releases or speeches about the existence of, scope, or work to be performed, or any details about Company's facilities or business plans without prior written consent from Company.

18.2 Failure or delay by Company in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.

18.3 Any waiver by Company of any breach of, or any default under, any provision of the Agreement by Contractor shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

18.4 The rights and remedies provided by the Agreement are cumulative and not exclusive of any rights or remedies provided in law, equity, or otherwise and shall extend to Company, its successors and assigns.

18.5 The covenants, conditions and provisions contained in the Agreement which the parties intend to survive, including confidentiality obligations, intellectual property rights and liabilities, audit rights, warranties, applicable law, dispute resolution, and indemnities, survive termination and expiry of the Agreement for the benefit of the party or parties to whom they are given. In addition, the expiry or termination of the Agreement does not discharge or release either party from any liability or obligation accrued at the time of such expiry or termination or continuing beyond or arising out of such expiry or termination.

18.6 The Agreement constitutes the entire agreement between the parties thereto and supersedes all prior negotiations, representations or agreements related to the subject matter thereof, either written or oral. No amendments to the Agreement, nor any contrary or additional conditions specified by Contractor in any document provided by Contractor, shall be effective unless evidenced in writing and signed by the parties thereto.

18.7 The concept of severability of clauses applies.

19. Valid PETRONAS Licence

The CONTRACTOR shall maintain a valid license and/or registration with PETRONAS throughout the duration of this Agreement.

20. Performance Guarantee – Not Used

21. Bank Guarantee - Not Used

22. Procurement Of Materials And Services

22.1 PETRONAS' Vendor Development Programme

22.1.1 Notwithstanding any other provision and where applicable, the Contractor shall procure materials, goods, supplies and services for the performance of this Agreement from PETRONAS appointed companies under its Vendor Development Programme (VDP).

22.1.2 The Contractor's cost of procurement of materials, goods, supplies and services from such VDP vendors shall be deemed inclusive in Contractor's priced quotation and no additional payment shall be made to the Contractor by reason of procurement from VDP vendors.

22.2 Source of Procurement

22.2.1 To the extent that the Company and the Contractor agree that it is technically and economically practical to do so, materials, goods, supplies and services to be incorporated into the Agreement shall be procured by the Contractor from (in order of preference and where available):

22.2.1.1 Contractors and suppliers registered and/or licensed by PETRONAS;

22.2.1.2 Suppliers, manufacturers, service providers and research facilities, professional or otherwise, which are provided by Malaysians or firms set up or companies incorporated in Malaysia.

22.2.2 In determining what is "technically and economically practical" the following shall be considered:

22.2.2.1 conformance of the services, materials, goods and supplies to technical specifications and safety standards acceptable to Company; and

22.2.2.2 availability of the services, materials, goods and supplies in required quantities and within the required period; and

22.2.2.3 acceptability of the terms and conditions of supply, including maintenance, servicing and availability of spare parts; and

22.2.2.4 acceptability of prices and costs to both Company and Contractor.

22.2.3 Upon request by the Company, the Contractor shall within fourteen (14) days of such request provide the Company with a list of materials, goods, supplies and services purchased outside Malaysia and utilised for the Agreement.

22.3 Forwarding and Transportation

22.3.1 The Contractor shall procure services for all forwarding activities and for transportation of materials and goods required for the Agreement from Companies which are approved and listed by the Ministry of Finance (MOF) as a Multimodal Transport Operator (MTO). It is the responsibility of the Contractor to obtain for itself the latest updated MTO list.

Special Terms and Conditions

1 Delivery Time

1.1 The time stipulated for delivery of the Goods shall be of the essence of the Agreement. Company shall deliver the Goods to Company on or before the date and at the delivery point(s) specified in the Agreement, or as may be communicated by Company.

1.2 Without prejudice to Contractor's obligation to deliver the Goods on time, Contractor shall give Company notice in writing immediately if any delay is foreseen. Any agreement by the Company to a revised Delivery Time shall not affect any of the Company's other rights under this Agreement including but not limited to right to Liquidated Damage for Late Delivery which shall operate from the original delivery date. In addition, Company shall always have the right to treat any non-delivery beyond Delivery Time as a default by Contractor and terminate the Agreement without compensation to Contractor.

2 Liquidated Damage for Late Delivery

Without prejudice to Company's rights under Agreement, In case of late delivery of the Goods or any part thereof after the Delivery Time, Company reserves the right to impose and Contractor shall pay one percent (1%) of the value of the portion of the Goods which is late per week of delay, pro-rated on a daily basis, up to a maximum aggregate of 10 percent of the total value of the Agreement.

3 Shipping, Packing and Delivery

Contractor shall adhere strictly to the Company's **Shipping, Packing And Invoicing Instructions** (SPII, available at <http://www.epshell.com.my/eprocurement/index.html>) for the conduct of all packing and shipping required under the Agreement.

4 Right to Inspect Goods

Contractor shall ensure that Company has the opportunity to inspect the Goods at any time, either at Contractor's premises or Company's or wherever the Goods may be at that time. Any inspection or failure to inspect by Company of Goods or Services shall not relieve Contractor of any obligations of liability under the Agreement.