

**TAQA WELL COMPLETIONS
GENERAL CONDITIONS OF SALE**

1. DEFINITIONS

- 1.1. "AFFILIATE" (in respect of any company other than the SELLER) shall mean any subsidiary or holding company of the company or any other subsidiary of any such holding company. For the purpose of this definition, "subsidiary" and "holding company" shall have the same meaning assigned to it under Section 1159 of The Companies Act 2006.
- "AFFILIATE" (in respect of the SELLER) shall mean Tendeka Limited and its subsidiaries.
- 1.2. "CO-VENTURER" means any other entity with whom the PURCHASER is or may be from time to time a party to a joint operating agreement or unitisation agreement or such other similar agreement for the exploration for and/or production of and/or processing of hydrocarbons and associated commercial and construction operations, and their successors in interest.
- 1.3. "GOODS" means the materials or equipment and any part or component thereof incorporated or to be incorporated therein, to be purchased as specified in the PURCHASE ORDER.
- 1.4. "INSPECTION" means inspection by or on behalf of PURCHASER, either by its own personnel or its nominees.
- 1.5. "INSPECTOR" means the inspector appointed by PURCHASER.
- 1.6. "PURCHASER" means the company or other entity, identified on the PURCHASE ORDER as the purchaser of the GOODS.
- 1.7. "PURCHASER GROUP" means the PURCHASER, its CO-VENTURERS and suppliers, its and their respective AFFILIATES and its and their respective officers and employees (including agency personnel), but shall not include any member of the SELLER GROUP.
- 1.8. "PURCHASE ORDER" means the contract document issued by the PURCHASER to the SELLER containing details of the SELLER's fixed commercial proposal, referencing all pertinent associated papers and documents, and incorporating the Conditions more particularly referred to in 2.1, as applicable.
- 1.9. "SELLER" means the person, company or other entity identified on the PURCHASE ORDER as the seller of the GOODS.
- 1.10. "SELLER GROUP" means the SELLER, its SUB SUPPLIERS, its and their respective AFFILIATES and its and their respective officers and employees (including agency personnel), but shall not include any member of the PURCHASER GROUP.
- 1.11. "SUB SUPPLIER" means the person, company or other entity (other than PURCHASER) having a contract with SELLER for the supply of the GOODS, or a part of the GOODS.

2. APPLICABILITY

- 2.1. A PURCHASE ORDER shall be solely governed by (i) these GENERAL CONDITIONS OF SALE and (ii), if declared applicable in the relevant PURCHASE ORDER, the SUPPLEMENTAL CONDITIONS OF SALE and (iii) any other terms and conditions as specified in the relevant PURCHASE ORDER, hereinafter referred as "SPECIFIC CONDITIONS".

All abovementioned conditions shall be deemed to form an integral part of the PURCHASE ORDER, except for any and all liabilities, indemnities and warranties, agreed in these GENERAL CONDITIONS OF SALE, which cannot be varied through the specification of SUPPLEMENTAL CONDITIONS OF SALE or SPECIFIC CONDITIONS. Liabilities, indemnities and warranties, agreed in these GENERAL CONDITIONS OF SALE can only be varied through the execution by both the

PURCHASER and SELLER of a written variation of these GENERAL CONDITIONS OF SALE.

In the event of any contradictions or conflict (other than those relating to liabilities and warranties, which shall be governed by the GENERAL CONDITIONS OF SALE only) between the applicable terms and conditions the order of precedence shall be as follows:

- (1) SPECIFIC CONDITIONS
- (2) GENERAL CONDITIONS OF SALE
- (3) SUPPLEMENTAL CONDITIONS OF SALE

- 2.2. Standard terms and conditions of the PURCHASER or any other terms and conditions specified by the PURCHASER shall not apply to the PURCHASE ORDER (notwithstanding if the PURCHASER's terms and conditions are provided later than the Conditions referred to above), unless expressly accepted in writing by SELLER. Reference to the PURCHASER's documents shall have no bearing on the terms and conditions of the PURCHASE ORDER, unless specifically agreed to in writing by SELLER. All correspondence and documents shall be in the English language.
- 2.3. A waiver on the part of the SELLER of any term, provision or condition of the PURCHASE ORDER shall not constitute a precedent or bind the SELLER to grant a waiver of or be deemed to waive any subsequent breach of the same or any other term or condition.
- 2.4. No failure on the part of the SELLER at any time to enforce or require strict adherence to and performance of any of the terms and conditions of the PURCHASE ORDER shall constitute a waiver of such terms and conditions and/or affect or impair any of the rights of the SELLER at any time to avail itself of such remedies as it may have under the PURCHASE ORDER for each and every breach thereof.

3. DELIVERY

- 3.1. Delivery terms shall be in accordance with the latest edition of "Incoterms" issued by the International Chamber of Commerce in Paris, France. In the event of any conflict between the latest edition of "Incoterms" and any of the terms and conditions of the PURCHASE ORDER the latter shall take precedence.
- 3.2. The quantities stated in shipping documents such as weight certificates, bills of lading, sea-way bills, liner-way bills, and freight receipts shall be deemed correct unless proven to be incorrect.

4. ENTIRE AGREEMENT

The PURCHASE ORDER constitutes the entire agreement between the parties hereto with respect to the GOODS and supersedes all prior negotiations, representations or agreements related to the PURCHASE ORDER, either written or oral.

5. PRICE AND PAYMENT

- 5.1. The price is based on the exchange rates, duties, taxes, freight, storage and insurance charges applicable at the time of the formation of the PURCHASE ORDER. In case of any change in the applicable rates, duties, taxes or charges after the date of formation of the PURCHASE ORDER but prior to the agreed date of delivery, SELLER shall have the right to adjust the price accordingly.
- 5.2. In case of an increase in the prices of energy, raw materials or other materials necessary for the manufacture of the GOODS ordered by PURCHASER occurring prior to the agreed date of delivery, SELLER shall have the right to increase the price of the GOODS ordered accordingly, provided that SELLER shall give fourteen calendar days prior written notice of each such increase and that PURCHASER shall have the right to cancel the PURCHASE ORDER within seven calendar days of receipt of each such notice.
- 5.3. The PURCHASER will pay for the GOODS against the SELLER's invoice in the amounts specified in the PURCHASE ORDER within 30 days of receipt of the SELLER's invoice.

- 5.4. If PURCHASER fails to pay any amount when due, then, without prejudice to any other right the SELLER may have, a default interest of 2% per month on the amount outstanding shall become due, and all costs, including judicial, made in order to obtain payment by PURCHASER of the amount or amounts due, shall be for account of PURCHASER.
- 5.5. Amounts paid by PURCHASER shall be credited by SELLER against the debts receivable by SELLER from PURCHASER, including those pursuant to article 5.4, in the chronological order of the due dates of the debts.
- 5.6. To the extent that payments to be made under the PURCHASE ORDER attract Value Added Tax, the proper amount of such tax shall be shown as a separate item on the invoice.
6. **SET- OFF DEBTS**
The SELLER shall at all times be entitled to set off any present or future claims the SELLER may have against the PURCHASER against any present or future debts which the SELLER may have with the PURCHASER.
7. **TAXES**
All charges, taxes, levies, duties and penalties of whatever nature and charged to or levied or imposed on the SELLER by any appropriate government authority whether of the PURCHASER's country or otherwise in connection with the performance of the PURCHASE ORDER by the SELLER, or any work in connection therewith, shall be for the account of and be borne by the PURCHASER. The PURCHASER shall indemnify the SELLER against all such charges, taxes, levies, duties and penalties of whatever nature and charged to or levied or imposed on the SELLER which, in accordance with this article, are for the PURCHASER's account.
8. **WARRANTY AND DEFECTS CORRECTION**
- 8.1. Subject to the remainder of this article 8, SELLER warrants the GOODS sold pursuant hereto to be free of material defects for a period of one (1) year after the date that the GOOD'S are delivered.
- 8.2. The above warranty does not apply to:
(i) GOODS that have been modified or subjected to improper handling, storage, installation, operation or maintenance by PURCHASER, including use of unauthorised replacement parts;
(ii) component parts not manufactured by SELLER, whether purchased by SELLER or furnished by PURCHASER, such parts being subject to any applicable manufacturer's warranty;
(iii) parts requiring replacement because of natural wear and tear; or
(iv) the design on those jobs where SELLER prepared drawings or lists from designs furnished by others.
- 8.3. SELLER's liability for breach of this warranty is expressly limited to the repair or replacement, at its sole option, of any GOODS or parts of GOODS, which prove to be defective during the warranty period. This limited express warranty, and the stated breach thereof shall be in lieu of any and all other warranties, express or implied, including without limitation, warranties for merchantability or fitness for any particular purpose.
9. **INDEMNITY ARRANGEMENTS**
- 9.1. The SELLER shall be responsible for and shall save, indemnify, defend and hold harmless the PURCHASER GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
(a) loss of or damage to property of the SELLER GROUP whether owned, hired, leased or otherwise provided by the SELLER GROUP arising from or relating to the performance of the PURCHASE ORDER; and
(b) personal injury including death or disease to any person employed by the SELLER GROUP arising from or relating to the performance of the PURCHASE ORDER; and
(c) personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the SELLER GROUP arising from or relating to the performance of the PURCHASE ORDER. For the purposes of this clause "third party" shall mean any party which is not a member of the PURCHASER GROUP or the SELLER GROUP.
- 9.2. The PURCHASER shall be responsible for and shall save, indemnify, defend and hold harmless the SELLER GROUP from and against any claims, losses, damages costs (including legal costs) expenses and liabilities in respect of:
(a) loss of or damage to property of the PURCHASER GROUP whether owned, hired, leased or otherwise provided by the PURCHASER GROUP arising from or related to the performance of the PURCHASE ORDER or the use of the GOODS, excluding the GOODS prior to delivery; and
(b) personal injury including death or disease to any person employed by the PURCHASER GROUP arising from or relating to the performance of the PURCHASE ORDER or the use of the GOODS; and
(c) personal injury including death or disease or loss or damage to the property of any third party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the PURCHASER GROUP arising from or relating to the performance of the PURCHASE ORDER or the use of the GOODS. For the purposes of this Clause "third party" shall mean any party which is not a member of the SELLER GROUP or the PURCHASER GROUP.
- 9.3. All exclusions and indemnities given under this article shall (save for those under articles 9.1(c), 9.2(c) and article 9.4) apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
- 9.4. For the purposes of this article the expression "Consequential Loss" shall mean indirect losses and/or loss of production, loss of product, loss of use and loss of revenue, profit or anticipated profit.
- 9.5. The PURCHASER GROUP shall save, indemnify, defend and hold harmless the SELLER GROUP from the PURCHASER's GROUP own Consequential Loss and the SELLER GROUP shall save, indemnify, defend and hold harmless the PURCHASER GROUP from the SELLER's GROUP own Consequential Loss.
- 9.6. The liability of the SELLER under this article 9 shall not exceed the total price as agreed in the relevant Purchase Order.
10. **INSPECTION/EXPEDITING**
- 10.1. Upon receipt of the GOODS, PURCHASER shall inspect the same, by analysis or otherwise, exercising such care as is customary or appropriate in the circumstances.
- 10.2. Any claims concerning the quality or quantity of the goods delivered shall be submitted by PURCHASER to SELLER within 8 days from the date of receipt of the GOODS.
- 10.3. GOODS shall not be returned to SELLER without prior written consent of SELLER.
11. **VARIATIONS**
Variations to the PURCHASE ORDER proposed by the PURCHASER will only apply between the PURCHASER and the SELLER if agreed in writing by the SELLER, which variations may result in an increase in the purchase price or an alteration in the date of delivery, in which case the SELLER shall so advise the PURCHASER and shall give an estimate of the purchase price and/or

date of delivery adjustment. If the PURCHASER has not informed the SELLER in writing that it does not accept such increase in the purchase price or alteration in the date of delivery within twenty (20) calendar days from the date on which the SELLER has advised the PURCHASER thereof, the PURCHASER shall be deemed to have accepted the increase in the purchase price and alteration in the date of delivery and the SELLER shall be entitled to proceed with the PURCHASE ORDER, as amended, on that basis.

12. TITLE AND RISK

12.1. The right of property in the GOODS delivered shall remain vested in the SELLER until the purchase price has been paid in full, in accordance with the PURCHASE ORDER. During the period the property is still vested in SELLER, PURCHASER shall hold the GOODS in trust for SELLER. If PURCHASER fails to pay the purchase price of the GOODS in accordance with the payment term stated on the invoice or agreed in the PURCHASE ORDER, SELLER shall have the right to repossess the GOODS, without any prior notice being required.

12.2. Notwithstanding article 12.1, PURCHASER shall be entitled to use and/or sell the GOODS in the normal course of its business before the purchase price has been paid in full already.

12.3. The risk of loss of or damage to the GOODS shall pass to PURCHASER on delivery in accordance with the agreed delivery term of article 3.1.

13. PATENTS, AND OTHER PROPRIETARY RIGHTS

13.1. The PURCHASER shall save, defend, and hold harmless the SELLER from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right, arising out of or in connection with the performance of the obligations of the SELLER under the performance of the PURCHASE ORDER.

13.2. Unless otherwise agreed, title to all designs, drawings, specifications, calculations and other technical information relating to the GOODS provided or specifically prepared by the SELLER or its SUB SUPPLIERS under the PURCHASE ORDER shall vest in the SELLER, provided that the PURCHASER shall be entitled to use the SELLER's or its SUB SUPPLIER's drawings, specifications, calculations and other documents for the purpose of use, operation, maintenance, replacement (by other GOODS) and repair of the GOODS for the lifetime of same.

13.3. The remainder of this article notwithstanding, SELLER shall own all rights to i) new tools, equipment, materials, processes, software, or algorithms developed by SELLER, and ii) any improvements in SELLER'S existing tools, equipment, materials, processes, software, algorithms.

13.4. The PURCHASER accepts that it is not permitted to use any INTELLECTUAL PROPERTY for the purposes of the PURCHASE ORDER unless specifically authorised in writing prior to any PURCHASER ORDER being accepted by SELLER hereunder.

13.5. Furthermore, PURCHASER shall have no right to allow any others to use any INTELLECTUAL PROPERTY or any part of it. PURCHASER shall not seek to register any INTELLECTUAL PROPERTY on behalf of SELLER without SELLER's express prior written consent.

13.6. For the avoidance of doubt, INTELLECTUAL PROPERTY means any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by SELLER subsisting in respect of the GOODS together with any applications for any registrable items of the foregoing.

14. FORCE MAJEURE

14.1. The SELLER shall not be liable for any failure to fulfill any term or condition of the PURCHASE ORDER if

fulfillment has been delayed, interfered with or prevented by any event which is beyond the control of the SELLER, and was not reasonably foreseeable by the SELLER.

14.2. In the event of a force majeure occurrence, the SELLER shall notify the PURCHASER as soon as is reasonably practicable, giving the full relevant particulars.

14.3. Either party may terminate the PURCHASE ORDER by giving written notification to the other party if the event of force majeure subsists for a continuous period of more than three months.

14.4. Labour disputes, strikes and industrial disputes of a non-national or regional level affecting employees of the SELLER, its SUB-SUPPLIERS shall be construed as an occurrence of force majeure.

15. LICENCES AND PERMITS

If and to the extent any licenses, permits, temporary permits, authorisations or consents are required by the country of PURCHASER or any other country for performance of the PURCHASE ORDER, the sale of the GOODS and other obligations of the SELLER under a PURCHASE ORDER shall be conditional upon such licenses permits, temporary permits, authorisations or consents being available timely to the SELLER, except to the extent that same can only legally be obtained by the PURCHASER. The SELLER shall not have any obligation to investigate whether any such licenses, permits, temporary permits, authorisations or consents are required.

16. TERMS AND RESTRICTIONS OF USE

16.1. Any GOODS purchased by the PURCHASER under a PURCHASE ORDER are for use by the PURCHASER. The PURCHASER is not permitted to reverse engineer, decompile or disassemble the GOODS. Re-sale of the GOODS by the PURCHASER is permitted, providing that any third-party customers of the PURCHASER are bound by undertakings and terms at least as extensive and binding upon those third-party customers as the terms of these terms and conditions are upon the parties.

16.2. PURCHASER shall provide SELLER upon request with relevant end-use, end-user and country of end-use information with respect to the GOODS to be provided under PURCHASE ORDER. Based on and in reliance on such information, SELLER shall provide such GOODS in compliance with applicable trade and customs laws. PURCHASER acknowledges that any change in end-use, end-user or country of end-use may be restricted or prohibited by applicable export control, trade regulation and customs laws.

16.3. If PURCHASER or its subcontractors take any action or perform any part of work or sell GOODS contrary to legislation including any sanction laws, trade, import, anti-boycott or export control laws of the United States of America or the European Union or other local laws, then PURCHASER shall bear any penalties or additional costs resulting from such violation and, notwithstanding any other provision of the PURCHASE ORDER to the contrary, such violation shall be deemed to be a material breach which cannot be remedied and SELLER shall be entitled to terminate the PURCHASE ORDER, or part thereof, with immediate effect.

17. CONFIDENTIALITY

17.1. The PURCHASER shall not, during the performance of any PURCHASE ORDER and for a period of five years after termination disclose to any person any confidential information disclosed to it by the SELLER concerning the business or affairs of the SELLER or of any member of the SELLER GROUP, including but not limited to information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities

- and customers (CONFIDENTIAL INFORMATION), except as permitted below.
- 17.2 The PURCHASER may only disclose the SELLER's CONFIDENTIAL INFORMATION to its employees, officers, agents, consultants or sub-contractors (REPRESENTATIVES) who need to know such information for the purposes of carrying out the obligations under the PURCHASE ORDER, provided that the PURCHASER takes all reasonable steps to ensure that its REPRESENTATIVES comply with the confidentiality obligations contained in this clause 16 as though they were a party to this agreement. The PURCHASER shall be responsible for its REPRESENTATIVES' compliance with the confidentiality obligations set out in this clause; and as may be required by law, court order or any governmental or regulatory authority.
- 17.3 The SELLER reserves all rights in its CONFIDENTIAL INFORMATION. No rights or obligations in respect of the SELLER's CONFIDENTIAL INFORMATION other than those expressly stated in these terms and conditions are granted to the PURCHASER or to be implied from this agreement.
18. **TERMINATION**
In the event of the PURCHASER's non-compliance with the GENERAL CONDITIONS OF SALE or the PURCHASE ORDER or in the event that the PURCHASER has ceased to pay its debts when they become due or has filed a request for suspension of its payments prior to payment of all amounts due in accordance with the PURCHASE ORDER, the SELLER shall have the right to terminate the PURCHASE ORDER forthwith and/or claim damages and to have the GOODS or any part thereof returned to the SELLER and the ownership therein transferred to the SELLER.
19. **COMPLIANCE**
- 19.1 PURCHASER acknowledges that it has actual knowledge of SELLER's Third Party Code of Conduct at [Compliance - TAQA](#)
- 19.2 PURCHASER agrees that it and each member of PURCHASER GROUP will adhere to the principles contained in the SELLER's Third Party Code of Conduct (or where PURCHASER has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of SELLER, in connection with the PURCHASE ORDER and related matters.
20. **ANTI-BRIBERY**
- 20.1 Each party warrants and represents that in concluding a PURCHASE ORDER it has complied, and in performing its obligations under this Contract it has complied and shall comply, with all applicable ANTI-BRIBERY LAWS.
- 20.2 The PURCHASER warrants that it has an ABC PROGRAMME setting out adequate procedures to comply with applicable Anti-Bribery Laws and that it will comply with such ABC PROGRAMME in respect of performing any PURCHASE ORDER.
- 20.3 Where it is legally able to do so, and subject to a request by a competent authority not to notify, each party shall notify the other in writing immediately upon whichever is the earlier of:
- Becoming aware of any investigation or proceedings initiated by a competent authority relating to an alleged breach of applicable ANTI-BRIBERY LAWS by either party of any member of its group in connection with the contract; or
 - Having reasonable belief that either party or any member of its group may have breached applicable ANTI-BRIBERY LAWS in connection with the performance of a PURCHASE ORDER.
- 20.4 The affected party shall use reasonable efforts to keep the other party informed as to the progress and findings of such investigation or proceedings, the details of any measures being undertaken by the affected party to respond to the alleged or potential breach and the remedial measures that are being or will be implemented to prevent such conduct in the future.
- 20.5 For the purposes of these GENERAL CONDITIONS OF SALE, specifically this clause 20, the following definitions shall apply:-
ABC PROGRAMME means an anti-bribery and corruption policy and any related procedures as amended, varied or supplemented from time to time, which (without limitation) may include policies, procedures, and controls relating to recording of financial transactions; anti-bribery and corruption risk assessment and mitigation; training of personnel; whistle blowing facilities; due diligence on third party engagements/contracts; gifts and hospitality, promotional expenditures, sponsorship and charitable donations; and promoting and monitoring compliance.
ANTI-BRIBERY LAWS means any laws, regulations and other legally binding measures relating to bribery, corruption or similar activities of (i) the United Kingdom, including without limitation The Bribery Act 2010; (ii) the United States of America including, to the extent applicable to either Party, the Foreign Corrupt Practices Act 1977, as amended; and (iii) any country or countries in which any of the obligations of the contract are to be or are performed.
21. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**
The parties intend that no provision of the PURCHASE ORDER shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 ("the Act") confer any benefit on, nor be enforceable by any person who is not a party to the PURCHASE ORDER.
22. **GOVERNING LAW**
The PURCHASE ORDER shall be governed and interpreted in accordance with the Laws of England and Wales.
23. **DISPUTE RESOLUTION**
- 23.1 Any dispute between the parties, whether resulting from a claim in contract, court or at law or from any other claim or controversy, which may arise in connection with the PURCHASE ORDER or the application, implementation, validity, breach or termination of the PURCHASE ORDER or any provision thereof shall be resolved in the first instance by the parties through direct consultation and discussion. If such discussions cannot resolve such dispute within a reasonable period the dispute will be finally and exclusively settled by arbitration in London, United Kingdom, under the UNCITRAL Rules of Arbitration by an arbitrator selected by each of the parties and a third arbitrator selected by the first two arbitrators. The arbitration award shall be final and binding on the parties. The arbitration proceedings shall be conducted in the English language.
- 23.2 During the period of dispute and arbitration of the dispute, the parties shall continue to exercise the other rights and implement the other obligations under the PURCHASE ORDER.