



**DNO Iraq AS
Service Order**

To: 200425
Starlight Airlines
Dream City (No. 1176)
Erbil
Erbil
Erbil
Iraq
Tel: +964 750 340 7660
Fax: +971 6 5182051

THIS ORDER NUMBER MUST APPEAR ON ALL DOCUMENTS AND PACKAGES	
ORDER NUMBER: TWK-FD-32880	
Revision :	
Contract No :	
License : Tawke PSC	AFE :

- 100 Percent insurance from pick up to drop off is Contractor's responsibility.

DNO Condition of Invoice Submission :

The invoice must be submitted to DNO IRAQ AS Finance department electronically through Kurdistan email account ONLY (accounts_kurdistan@dno.no) with all supporting documents Purchase order(PO) or Service Order (SO) with work completion certificate/time sheet /service ticket /delivery note/Completion report/delivery report ..etc. signed and stamped by DNO representative .Ensuring all documents for each invoice in one PDF document scanned in A4 size ,300 dpi resolution ,clean clear copy ,vertical direction & using only black colors .Rename the PDF file as (Supplier name –Invoice Number – PO number) ,the PO reference number should be clearly stated on the invoice page . All invoices are paid within our 45 day payment terms from the date of receipt by Finance with all proper documents . Invoices send in a format other than PDF or send elsewhere will not be accepted will lead to delay in payment . Hard copies of invoices are not required to be submitted unless you are requested officially from Finance department

Prepared By : Mustafa Abdulmajeed	Date : 29/06/2022
Approved By : James Foster	Date : 30/06/2022
Authorized by Contractor's duly authorized representative:	Date :
This is a computer generated PURCHASE ORDER and does not require signature by the company. Signature by the Contractor's duly authorized representative shall signify the Contractor's acceptance of this Contract.	





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ORDER NUMBER: TWK-FD-32880

Revision :

Contract No :

License : Tawke PSC

AFE :

Delivery Address:

Tawke CPF
Production Store

Zakho
Kurdistan
Iraq

Order Date : 29-06-2022

Delivery Date : 01-09-2022

Invoice Address:

DNO Iraq AS
C-2 EMPIRE BUSINESS COMPLEX
AIRPORT ROAD
accounts_kurdistan@dno.no
Erbil Kurdistan
Attn : Accounts Dept.

Delivery Terms : DAP

Payment Terms: NET 45 DAYS

Project : KURTAWKE.FD.CAP.00006 Misc Facilities Cost
Phase : FD.P016 2022 DNO TS Engineering
Cost Code : FD.012 Transportation & Freight
Activity Code : FD.012.R04 Shipping

The provision of Services under this ORDER (the 'contract') shall be governed by DNO's General Conditions (the 'General Conditions') which are hereby incorporated by reference, and which by its execution of this Contract the Contractor acknowledges receiving. The General Conditions and the Contract shall be read as mutually explanatory. In the event of any conflict, the terms of the Contract shall prevail. Based on the above, we are pleased to place our service order for the following Services:

Item	Qty	Unit	Description	Req No.	Unit Price	Total Price
1	1.00	LS	Freight for 2 Project Inventory POs, PO - 30536 & TWK-FD-30437 from China to Tawke. Part ID : E73-PRJ-0001-SERV KURTAWKE.FD.CAP00006 FD.P016 FD.012 FD.012.R04 Misc Facilities Cost 2022 DNO TS Engineering Transportation & Freight Shipping	0	50,500.000	50,500.000

Line(s) Total	USD	50,500.00
Discount	USD	0.00
Total Value	USD	50,500.00



GENERAL CONDITIONS FOR SUPPLY OF EQUIPMENT/MATERIALS



1. DEFINITIONS AND INTERPRETATIONS

- 1.1 "Acceptance" means the time when the Units have been Delivered to the Delivery Address in the quantity stipulated in Appendix 1 (Specification and Scope of Services); and otherwise in accordance with the requirements of the Contract, including the delivery of all Contractor's Documents, manuals and other documents required by the Contract.
- 1.2 "Acceptance Certificate" means a certificate signed by the Company's Representative to confirm Acceptance has occurred in accordance with Clause 3.
- 1.3 "Company's Representative" means a representative appointed by the Company and named in the Contract Agreement who shall have authority to represent and act for the Company at all times during the performance of the Contract and to whom the Contractor shall report.
- 1.4 "Confidential Information" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) to the Contractor by the Company whether before or after the date of the Contract.
- 1.5 "Contract" has the meaning given in the Contract Agreement.
- 1.6 "Contractor's Documents" means the technical documents, manuals and software (if any) to be supplied by the Contractor in accordance with Appendix 1 (Specification and Scope of Services).
- 1.7 "Country" has the meaning given in the Contract Agreement.
- 1.8 "Deliver" means delivery of the Units in accordance with the delivery terms specified in the Contract Agreement, and "Delivered" and "Delivery" shall be construed accordingly.
- 1.9 "Delivery Address" has the meaning given in the Contract Agreement.
- 1.10 "Effective Date" has the meaning given in the Contract Agreement.
- 1.11 "Intellectual Property Rights" means any intellectual and industrial property rights including patents, copyrights, designs, utility models, trade or service marks, semiconductor topography rights, database rights, rights in confidential information, including know-how and trade secrets, moral rights or other similar rights in any country (all whether or not registered, including all applications for any of them and all equivalent rights in all parts of the world) and all rights of confidence, whenever and however arising for their full term and including renewals and extensions.
- 1.12 "Laws" means all laws, legislation, orders, decrees, regulations, rules, by-laws, delegated or subordinated legislation, judgments or orders of a court of competent jurisdiction, administrative act or decision of a governmental authority, having jurisdiction or authority over any aspect of the performance of the Contract.
- 1.13 "Party" and "Parties" have the meanings given in the Contract Agreement.
- 1.14 "Price" means the amount the Company agrees to pay the Contractor under the Contract in consideration for the proper performance by the Contractor of its obligations under and in accordance with the terms of the Contract.
- 1.15 "Project" has the meaning given in Recital A of the Contract Agreement.
- 1.16 "Services" means the services (if any) set out in Appendix 1 (Specification and Scope of Services).
- 1.17 "Tax" or "Taxes" means any form of taxation, levy, duty, charge, contribution or withholding of whatever nature (including income, value added, excise, customs duties, tariffs, stamp, transfer, property, occupancy, use, real estate, sales, payroll, gains, gross receipts, withholding, and franchise taxes and any other similar fiscal payments, and any replacements or amendments of the same) together with any related fine, penalty, surcharge or interest imposed in connection with such taxes, levies, duties, charges, contributions or withholdings, collected or assessed by, or payable to, any Tax Authority; "Units" has the meaning given in Appendix 1 (Specification and Scope of Services); and
- 1.18 "USD" means United States' dollars, the lawful currency of the United States of America
- 1.19 In the Contract, unless the context requires otherwise, (i) words importing the singular also include the plural and vice versa; (ii) "including" or "includes" means without limiting the generality of the foregoing or without limitation; and (iii) references made to agreements, contracts and Laws shall include any amendments, modifications or supplements thereto

2. SCOPE AND STANDARD OF PERFORMANCE

- 2.1 The Company hereby appoints the Contractor in respect of the Project and the Contractor hereby accepts such appointment and agrees to manufacture and Deliver the Units to the Delivery Address and perform the Services (if any) in accordance with the Contract
- 2.2 The Contractor warrants and represents to the Company that (i) the Units shall be manufactured and Delivered in the manner set out in Appendix 1 (Specification and Scope of Services) and Appendix 3 (Schedule) and shall be fit for their intended purpose, and the Services (if any) shall be performed in accordance with all the proper skill, care, diligence and foresight to be expected of a first class, international supplier and contractor skilled and experienced in carrying out services similar to the Services in relation to projects of a similar type, scope and complexity to the Project and (ii) it shall at all times keep the Company fully and properly informed as to the progress of its obligations under the Contract.
- 2.3 The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect all its obligations under the Contract. Failure by the Contractor to so acquaint itself shall not relieve it of any responsibility for properly delivering the Units or performing the Services or entitle it to any additional compensation, time or other relief or remedy.

3. ACCEPTANCE

- 3.1 The Company shall have the right to inspect and test the Units at any stage or place of manufacture, fabrication, storage or Delivery upon notice to the Contractor.
- 3.2 Upon Delivery of the Units at the Delivery Address, the Company shall either (i) issue the Acceptance Certificate to the Contractor, stating the date on which the Units achieved Acceptance; or (ii) reject the application, giving reasons and, if applicable, specifying the work required to be done by the Contractor to enable the Acceptance Certificate to be issued. The Contractor shall then, at his own expense, remove the rejected Units from the Delivery Address (if so instructed by the Company).

4. PRICE AND PAYMENT

- 4.1 All costs relating to the performance of the Services and the satisfaction of all other

obligations of the Contractor under the Contract, including all Taxes, labour costs, overheads, costs of insurances required by the Contract and any storage costs incurred in connection with the Units, shall be deemed to be included in the Price

- 4.2 The Company shall pay the Contractor the Price in accordance with this Clause 4 and Appendix 2 (Compensation). Unless specific reference is made to the contrary in the Contract, detailed invoices in respect of the amounts claimed by the Contractor will be submitted in such form and with such detail and supporting documents as the Company shall from time to time require, including a copy of the relevant Acceptance Certificate(s) approved by the Company in accordance with Clause 3.

- 4.3 The Company shall, by no later than thirty (30) days after receipt of an invoice validly prepared in accordance with Clause 4.2, pay into the bank account of the Contractor specified in Appendix 2 (Compensation) the full amount set out in the invoice less (i) any amount due from the Contractor to the Company, and (ii) any amount disputed by the Company. Any such disputes shall be resolved in accordance with Clause 20

5. TAXES

- 5.1 Save in respect of withholding Taxes in Country which are the Company's responsibility as described in Clause 5.2 below, all Taxes, whether present or future, for or in connection with any amounts due pursuant to Clause 4 or the performance of the Services, shall be borne and paid by the Contractor.
- 5.2 The Company shall be liable for any withholding Taxes which are imposed by a tax authority in Country on any amounts payable to the Contractor for the performance of the Services and the Company shall indemnify the Contractor from the consequences of any such Taxes being imposed
- 5.3 As a condition of the payment of the final instalment of the Price in accordance with Clause 4 and Appendix 2, the Contractor shall, where requested by the Company, provide a certificate issued by the tax authority in Country or such other evidence as may be required by the Company evidencing that the Contractor has discharged all its Tax liabilities

6. OWNERSHIP, RISK AND DEFECTS

- 6.1 Each Unit shall, to the extent consistent with the Laws of the Country, become the property of the Company, free from all liens and other encumbrances upon the earlier of (i) the time of Delivery of such Unit to the Delivery Address; and (ii) the time when the Contractor receives payment in respect of the same.
- 6.2 The Contractor shall take full responsibility for the care of each of the Units from the Effective Date until Acceptance of the relevant Units, or until any earlier date on which the Contractor's engagement under the Contract is terminated. If any loss or damage happens to the Units during the period when the Contractor is responsible for their care, the Contractor shall rectify the loss or damage at the Contractor's own risk and cost.
- 6.3 For 24 months following the date of Acceptance of any Unit or part thereof or the completion of any Service, the Company may instruct the Contractor to repair or replace (as directed by the Company) any defective Unit or re-perform any defective Service with all reasonable speed and at the Contractor's sole cost and expense. If the Contractor fails to commence or diligently proceed with such repair, replacement or re-performance within a reasonable time after receipt of such instruction, the Company may itself repair, replace or re-perform (or engage others to repair, replace or re-perform) the said obligations and shall be entitled to recover as a debt from the Contractor its costs incurred or amounts paid or payable to such others in connection with such repair, replacement or re-performance. Any defective Units remedied or replaced or Services re-performed by the Contractor shall be subject to warranty for 24 months from the date of repair, replacement or re-performance, as applicable.

7. INTELLECTUAL PROPERTY

- 7.1 The Contractor hereby grants the Company a worldwide, irrevocable, transferable, non-exclusive, royalty-free, fully sub-licensable licence, to: (a) use the Units for the purpose indicated by or reasonably inferred from the Contract, including the repair, maintenance and modification of the Units and the development and completion of the Project; and (b) copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall (i) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Units; (ii) entitle any person in proper possession of the relevant part of the Units to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, replacing, renewing, and repairing the Units; and (iii) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer operated by the Company, including replacements of any computers supplied by the Contractor.

- 7.2 The Contractor shall indemnify and hold the Company harmless against all claims in respect of actual or alleged infringement of any Intellectual Property Rights, if the claim or proceedings arise out of (i) the design, construction, manufacture or use of the Units or performance of the Services; or (ii) the use of the Contractor's Documents (unless such use of the Contractor's Documents is not permitted by the Contract).

8. LIABILITY AND INDEMNITY

- 8.1 The Contractor shall protect, defend, indemnify and hold harmless the Company and its venturers and their respective employees, shareholders, officers and directors (the "Company Indemnified Parties") from and against any and all claims, damages, losses, costs and expenses (including reasonable legal fees and expenses) arising out of any bodily injury or death of any third party or damage to any property of any third party caused by any negligent act or omission of the Contractor, except to the extent that such claims, damages, losses and expenses are attributable to the negligence of the relevant Company Indemnified Parties.

- 8.2 Neither Party shall be liable to the other Party for any loss of profit or revenue, loss of use of equipment or associated equipment, loss of production or down time costs, loss of opportunity, loss of contract or loss of goodwill or other pure economic loss suffered by such other Party, provided always that this Clause 8.2 shall not prevent, limit or exclude (i) liability in the case of fraud, fraudulent misrepresentation, gross negligence, or wilful misconduct; (ii) any liabilities to the extent corresponding payments are received or are to be subsequently received pursuant to any of the insurance policies (or where such amounts would be paid or payable but for any vitiation act or omission of the Contractor which entitles insurers to avoid such payment); (iii) any liabilities for such losses or costs which would otherwise be recoverable pursuant to the indemnities set out in the Contract; and (iv) any liability of the Contractor arising as a result of a breach of Clause 16



GENERAL CONDITIONS FOR SUPPLY OF EQUIPMENT/MATERIALS



- 8.3 The Contractor's total liability to the Company arising under the Contract for any loss or damage sustained by the Company (including the Company's personnel), arising out of or relating to the acts, omissions or negligence of Contractor under the Contract shall in the aggregate be limited to the amount stipulated in the Contract Agreement, provided that such limit shall not apply to or be reduced by (i) any costs associated with the re-performance of the Services pursuant to Clause 6, whether incurred by the Contractor or the Company, or (ii) any of the liabilities listed in Clause 8.2 (i) – (iv) (inclusive).
9. **INSURANCE**
- 9.1 The Contractor shall from the date hereof and throughout the term of the Contract, at its own cost and expense, maintain (and ensure that its subcontractors maintain) the insurances specified in this Clause 9.1 (together, the "Insurance Policies" and each an "Insurance Policy"):
- 9.1.1 Workmen's Compensation and Employer's Liability Insurance covering the Contractor's personnel while engaged in the performance of the Services. Such insurance shall be in an amount no less than the higher of (i) the statutory limit for Workmen's Compensation and Employer's Liability Insurance in the Country at the Effective Date, and (ii) USD 5 million per occurrence;
- 9.1.2 Public Liability Insurance covering on a worldwide basis loss, injury (including death) or damage to persons or property, resulting from or occurring in connection with the carrying out of the Services. Such insurance shall be in an amount no less than USD 5 million per occurrence;
- 9.1.3 Professional Indemnity Insurance, being coverage in respect of the performance of the Services by the Contractor and its personnel and sub-contractors. Such insurance shall be in an amount of no less than USD 10 million for any one occurrence or series of occurrences arising in any one year out of any one event and shall be maintained in the full amount following completion of the Services or termination of the Contract until ten (10) years following completion of the Services or termination of the Contract.
- 9.1.4 Automobile insurance covering bodily injury, sickness or death of any person, or for loss of or damage to property by any vehicle whether owned, hired or used by the Contractor. Such insurance shall be in an amount no less than the higher of (i) the statutory limit applicable to Automobile Insurance in the Country at the Effective Date, and (ii) USD 5 million per occurrence;
- 9.1.5 Watercraft (protection and indemnity) Insurance covering use of all watercraft used in the performance of the Services. Such insurance shall be in an amount no less than the higher of (i) the hull value for the insured vessel and (ii) USD 5 million per occurrence, and
- 9.1.6 Aircraft Liability Insurance covering use of all aircraft (including helicopters) used in performance of the Services. Such insurance shall be in an amount no less than USD 10 million per occurrence.
- 9.2 The Company shall, from time to time upon demand, be entitled to have produced to it certificates evidencing that the Insurance Policies referred to in Clause 9.1 are in full force and effect. The Insurance Policy or Insurance Policies shall provide that the Company is entitled to not less than thirty (30) days' notice from the insurers prior to cancellation, termination or alteration of cover. The Contractor shall not, do or omit to do anything whereby the Insurance Policies (or any of them) may be or become void or voidable.
- 9.3 If the Contractor fails to effect or keep in force any of the Insurance Policies under the Contract, then the Company may, without prejudice to any other rights or remedies available to the Company, itself effect and keep in force such Insurance Policy or Insurance Policies and pay the relevant premia as may be necessary for that purpose and from time to time deduct the amount so paid by the Company in respect of such premia from any money due, or which may become due, to the Contractor or recover it as a debt from the Contractor.
- 9.4 Each Party shall promptly notify the other Party of any actual or potential claim under any of the Insurance Policies but only to the extent that it relates to the Services. Each such notice shall be accompanied by full details of the incident giving rise to the claims. Each Party shall afford the other Party all such assistance as may be required for the preparation and negotiation of any claims under any insurance maintained pursuant to the Contract.
10. **SUSPENSION**
- The Company may at any time, and from time to time, give notice to the Contractor suspending, in whole or in part, the performance by the Contractor of the Services. At any time thereafter the Company may notify the Contractor that it requires it to recommence, in whole or in part, performance of the suspended Services.
11. **FORCE MAJEURE**
- Either Party may be excused from the performance of any obligation under the Contract if it is prevented from performing the same due to any event or condition whatsoever occurring or subsisting after the Effective Date that is (i) unavoidable notwithstanding the reasonable care of the Party affected; (ii) beyond the reasonable control of such Party and (iii) not occasioned by the fault or negligence of such Party, for so long as the relevant event or condition continues and to the extent that such Party's performance is substantially prevented. If such event or condition continues unabated for a period of twelve (12) consecutive months and affects all or a substantial part of the Services, then either Party may terminate the Contract with immediate effect by giving notice to the other Party.
12. **TERMINATION**
- 12.1 If the Contractor (i) without reasonable cause suspends the performance of its obligations under the Contract; (ii) fails to proceed regularly and diligently with the execution of its obligations under the Contract; (iii) refuses or neglects to comply with any instruction of the Company; (iv) fails to procure and maintain the Insurance Policies in accordance with Clause 9; or (v) shall otherwise be in material or persistent breach of the Contract, the Company may give a notice to the Contractor stating the nature of the default, and requiring the Contractor to remedy the same. If the Contractor does not remedy or take effective action to remedy the same within seven (7) days of receipt of such notice, the Company may terminate the Contractor's engagement under the Contract forthwith on written notice.
- 12.2 The Company may at any time terminate the Contract for its convenience on giving the Contractor thirty (30) days' notice.
- 12.3 If the Company has failed to pay to the Contractor the amount properly due (and not disputed in accordance with Clause 4.3) under any invoice submitted in accordance with Clause 4.2 within sixty (60) days of the expiry of the time stated in Clause 4.2, then the Contractor may terminate the Contract.
- 12.4 The Company may terminate the Contract by notice to the Contractor forthwith if (save in relation to a re-organisation, re-construction or amalgamation on terms approved in writing by the Company) the Contractor appoints a provisional liquidator or liquidator or enters into liquidation whether compulsory or voluntary (except in the case of a voluntary winding-up solely or the purposes of restructuring or amalgamation) or suffers the appointment of a receiver or administrative receiver over any of its property or assets or makes or agrees to any compromise, arrangement or moratorium with its creditors or is deemed unable to pay its debts or becomes the subject of administration proceedings or a petition seeking an administration order or any other analogous event under applicable Laws.
13. **CONSEQUENCES OF TERMINATION**
- 13.1 If the Contract is terminated under Clauses 11 or 12, the Company shall pay the Contractor, and the Contractor shall agree to accept in full and final settlement of all claims and expenses of such termination, a sum not exceeding the amount due under the Contract for such part of the Services already performed at the date of termination, subject to the right of the Company to deduct or withhold from or set-off against or otherwise recover from the Contractor any and all losses, costs, damages or expenses it may suffer as a result of any breach by the Contractor of any of its obligations under the Contract and/or as a result of any termination by the Company pursuant to Clauses 12.1 or 12.4. The Contractor shall use its reasonable endeavours to mitigate any costs and expenses payable pursuant to this Clause.
- 13.2 Termination of the Contract by either Party shall be without prejudice to the accrued rights or claims of either Party in relation to any act or omission of the other Party prior to such termination, provided however that the terms of Clauses 11, 12 and 13 constitute a complete and exhaustive statement of the rights and liabilities of the Parties to terminate, and as to the rights and liabilities arising in consequence of the termination of the Contract. Each Party waives against the other any further or other rights or entitlements, howsoever arising.
14. **SUBCONTRACTING**
- The Contractor shall not be entitled to subcontract the performance of any of the Services or any of its other obligations under the Contract without the prior written consent of the Company. No subcontract shall bind or purport to bind the Company and the Contractor shall remain fully responsible for the acts, omissions and defaults of any sub-contractor.
15. **CONFIDENTIALITY**
- 15.1 During the term of the Contract and after termination or expiration of the Contract for any reason the Contractor (i) may not use Confidential Information for a purpose other than the performance of its obligations under the Contract; (ii) may not disclose Confidential Information to a person except with the prior written consent of the Company or in accordance with Clauses 15.1 and 15.2; (iii) shall make every effort to prevent the use or disclosure of Confidential Information (iv) may disclose Confidential Information to any of its directors, other officers, employees and sub-contractors (a "Recipient") to the extent that disclosure is necessary to fulfil its obligations under the Contract.
- 15.2 The Contractor shall ensure that a Recipient is made aware of and complies with the Contractor's obligations of confidentiality under the Contract as if the Recipient was a party to the Contract.
- 15.3 Clauses 15.1 to 15.2 do not apply to Confidential Information which (i) is at the date of the Contract, or at any time after that date becomes, publicly known other than by the Contractor's or Recipient's breach of the Contract, or (ii) can be shown by the Contractor to the Company's satisfaction to have been known by the Contractor before disclosure by the Company to the Contractor. The provisions of Clause 15 shall continue to apply notwithstanding the completion of the Contractor's obligations under the Contract, the termination of the Contractor's engagement under the Contract or expiry of the Contract.
16. **ANTI-CORRUPTION**
- 16.1 The Contractor undertakes to comply with all applicable laws and regulations applicable to the Parties and the Services, including all such laws and regulations related to anti-bribery, anti-corruption, anti-money laundering, trade sanctions and anti-terrorism.
- 16.2 The Company prohibits the offering, promising, authorising, giving or payment of bribes and "facilitation" or "grease" payments by Contractor in connection with the Company's business, the Contract and/or the Services under the Contract, and Contractor will comply with this prohibition of bribes and facilitation payments.
- 16.3 Contractor agrees that upon reasonable notice in writing and no more than once per year, the Company may review, inspect and audit the books, records, accounts and files of Contractor relating to the Contract and the Services performed hereunder for purposes of confirming compliance with this Clause 16.
- 16.4 If the Company reasonably believes in good faith that the Contractor has breached any of its obligations set out in this Clause 16, the Company may, upon receiving advice of its legal counsel that it may become subject to fines or other penalties as a result of such breach, provide written notice to Contractor and terminate the Contract and/or suspend payment of any fees or compensation hereunder. Contractor agrees to cooperate with any investigations by the Company in connection with the Contract.
- 16.5 Contractor undertakes that it will ensure that any agents, subcontractors or other third parties engaged by Contractor in connection with the Contract and the Services under the Contract have adequate anti-corruption compliance policies and procedures in connection with the Services. In addition, any and all such agents, subcontractors and other third parties must agree to comply with all applicable laws, regulations, decrees and/or official government orders or requirements relating to anti-bribery, anti-corruption, anti-money laundering and anti-terrorism and with the principles contained in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Contractor shall ensure in its contracts with any such third parties that the Company shall have similar audit rights as the Contractor is subject to under the Contract.
17. **LOCAL GOODS AND SERVICES**
- 17.1 In performing the Contract, the Contractor shall give preference to entities, firms and personnel from the Country to the extent such entities, firms and personnel have the technical capability, qualifications, competence and experience required to perform the relevant work.
18. **GENERAL**
- 18.1 Where the Contractor consists of more than one person, the rights, liabilities and obligations of the parties comprising the Contractor under the Contract shall be joint and several.
- 18.2 The Company will co-operate with the Contractor and supply to the Contractor on request such reasonable information and assistance as shall be within the Company's actual



CONTRACT NO.

GENERAL CONDITIONS FOR SUPPLY OF EQUIPMENT/MATERIALS

RESTRICTED



- knowledge and power and necessary for the performance of the Contractor's obligations under the Contract
- 18.3 Each Party shall (at its own cost) do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement the Contract
- 18.4 The Contract constitutes the entire agreement between the Company and the Contractor with respect to the subject matter of the Contract and supersedes all prior commitments, arrangements, agreements and contracts (whether written or oral) made between or entered into by the Parties with respect thereto prior to the date of the Contract except to the extent they are expressly incorporated herein
- 18.5 No provision of the Contract makes a Party the agent of the other Party for any purpose. A Party has no authority or power to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose.
- 18.6 The Contractor shall be an independent Contractor with respect to the Services. Neither the Contractor nor its employees shall be deemed to be the servants, employees or agents of the Company.
- 18.7 If at any time any provision of the Contract is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair (i) the legality, validity or enforceability in that jurisdiction of any other provision of the Contract, or (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or another provision of the Contract
19. **ASSIGNMENT**
The Company shall be entitled, at any time and without the consent of the Contractor being required, to assign or transfer any of its rights or benefits under the Contract to any person on giving notice to the Contractor.
20. **GOVERNING LAW, DISPUTES AND ARBITRATION**
20.1 The Contract shall be governed by and take effect in accordance with the laws of England
20.2 In the event that there is any dispute between the Parties concerning the Contract or any term, condition or provision hereof, or concerning the Services or any part thereof, either Party may give notice to the other of the matter being disputed. The Parties shall then seek to resolve such acting in good faith
20.3 If the Parties fail to settle any dispute in accordance with Clause 20.2, either Party may refer such dispute to be determined by arbitration in Dubai in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules"). The arbitration shall be conducted in the English language. The arbitration tribunal shall consist of one arbitrator. The costs of the arbitration shall form an issue between the Parties to the relevant dispute and be borne by the Parties in accordance with the arbitration award. The arbitration award shall be final and binding and there shall be no appeal therefrom to any court. The Parties shall, and shall procure that their employees and representatives shall, keep the existence, content and results of the arbitration strictly confidential
20.4 Notwithstanding any reference to dispute resolution hereunder, the Parties shall continue to perform their respective obligations under the Contract unless the Parties otherwise agree

