

STANDARD SERVICE ORDER : 4400005762
Date Dec 18, 2022

Company PEARL PETROLEUM COMPANY LIMITED Address Flemming House, Wickhams Cay 662 Road Town, Tortola VG British Virgin Islands Contact procurement@crescent.ae TRN	Vendor STARLIGHT AIRLINES Address P6-040 SAIF ZONE, PO BOX 8423 SHARJAH United Arab Emirates Contact Email id jhenny@starlight.ae
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Payment Terms	INCO Terms	Buyer	Quotation Reference
Credit Period of 30 Days	DDP-AE- SUPPLIER PREMISES	Raakesh Nambiar	

Service Required at CRESCENT TOWER 20th Floor, 23rd Street Al Majaz 3, Sharjah United Arab Emirates E-Mail logistics@crescent.ae	Contact person at location MR. ADEL TRANSITREX- SLB	Invoice Submission to PPCL - ACCOUNTS PAYABLE 15th Floor, Index Tower Al Majaz 3, Sharjah United Arab Emirates E-Mail ppclinvoices@crescent.ae
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INSTRUCTIONS AIRFREIGHT Ex Erbil to DDP Transitrex UAE
 MATERIAL AS PER CIPL CPC/EBL/INPL/768
 35 Samples/ 6Kgs
 Class 2.1 Un no: 2037- Attached MSDS
 LOG1245A

AMENDMENT TEXT

S.No	SAP Code	Material Description	UoM	Order Qty	Service Start	Service End	Unit Price	Net Price
00010	781015000067	PROV-AIRFREIGHT FROM ORIGIN TO DEST	LS	1	Dec 6, 2022	Dec 31, 2022	1,230.00	1,230.00

Gross Value	(USD)	1,230.00
Less Discount	(USD)	0.00
Tax	(USD)	0.00
Other Charges	(USD)	0.00
Net Total Value	(USD)	1,230.00

Quotation Reference	INCOTERM	Page	Order Date	Order Number
	DDP-AE- SUPPLIER P	2	Dec 18, 2022	4400005762

IMPORTANT:

Please send your acceptance and acknowledgment of this Order immediately by returning your signed copy by email or fax.

Signed:

This is a system generated order and does not require signature.

ON BEHALF OF COMPANY

Signed:

ON BEHALF OF VENDOR

Quotation Reference	INCOTERM	Page	Order Date	Order Number
	DDP-AE- SUPPLIER P	3	Dec 18, 2022	4400005762

Detailed Item Description		
S.No	SAP Code	Item Text
00010	781015000067	PROVISION OF AIRFREIGHT FROM [ORIGIN] TO [DESTINATION] UNIT OF MEASURE: LUMPSUM

Special Terms and Conditions

SERVICE ORDER - GENERAL INSTRUCTIONS

GENERAL INSTRUCTIONS

SERVICE DELIVERY & QUANTITIES

CONTRACTOR shall coordinate the delivery of services with COMPANY representative as mentioned in 'Contact person at location' and accordingly provide regular updates on status of Work. CONTRACTOR shall provide prior intimation of mobilization of resources to Work sites to ensure Site requirements are fully complied.

CONTRACTOR shall ensure that Service Tickets / Work Completion Certificates / Timesheets and any other relevant documents are approved by COMPANY's representative. Such documentation must be completed prior to leaving the work site.

Pursuant to Clause 4a of the Terms & Conditions of this Order, CONTRACTOR shall ensure that for unit rates based Orders, the performed quantities shall remain within the estimated quantities mentioned in the Order. CONTRACTOR shall perform additional quantities only after written approval by COMPANY in form of an amendment to this Service Order.

EQUIPMENT & PERSONNEL

In the performance of Work;

- 1) CONTRACTOR shall ensure that all CONTRACTOR supplied Materials / Equipment / Tools are inspected, certified and fit for purpose. Inspection certificates for lifting equipment must be current dated; and shall be available with the lifting equipment at all times. Such quality control documentation shall be provided as and when requested by COMPANY.
- 2) CONTRACTOR shall ensure that all CONTRACTOR personnel are follow the Work site rules including HSSE requirements. CONTRACTOR personnel shall be responsible for their own PPE requirements

INVOICING

CONTRACTOR shall submit their invoices on completion of Work or in accordance with payment schedule if defined in this Order. The invoice shall be submitted as follows:

- 1) Invoices shall be substantiated by relevant documents approved by COMPANY representative viz. Service Tickets / Time-sheets / Completion certificate
- 2) Invoices must contain the following information:
 - a. Bank details
 - b. Order reference
 - c. SAP code of the service line items if provided in the Order
- 3) A scanned copy of the invoice should be emailed to ppclinvoices@crescent.ae with the subject line Invoice No [xxx] against Order ref. [xxx].
- 4) Original invoices are to be delivered to the following address:

Attn: Accounts Manager – PPCL
Accounts Department,
Pearl Petroleum Company Limited

15th Floor, Index Tower, Crescent House,
Buheira Corniche, Sharjah UAE
+97165070100/+97165070205

- 5) Follow-ups of invoice payments (only after payment due date) may be done by email to ajoshi@crescent.ae and for escalation to rbobu@crescent.ae

SERVICE ORDER - TERMS AND CONDITIONS

In consideration of the terms and conditions set forth below, COMPANY and CONTRACTOR agree as follows:

1 DEFINITIONS AND INTERPRETATION

COMPANY means Pearl Petroleum Company Limited td. of P.O. Box 662, Road Town, Tortola, British Virgin Islands.

CONTRACTOR means the addressee shown on the face of this form.

CO VENTURERS means all the co-venturers for the time being holding interests, under or in respect of any license, concession, or production sharing agreement ("License"), where operations hereunder are conducted in connection with the exploitation of rights granted by the License in their capacities as holders of such rights and, for the purposes of this Agreement only, shall also include persons, who fund operations to be conducted under the License.

AFFILIATE means in respect of a party hereto, any entity which (i) controls the party, (ii) is controlled by the party or (iii) is controlled by an entity that controls the party; and "control" means the right to exercise, directly or indirectly, more than 50% of the voting rights for appointment of the board of directors or similar governing body of any corporate body being controlled.

THIRD PARTIES means any persons not referred to in Subclauses 12a) and b)

Whenever in this Agreement one party hereto undertakes with the other to be liable for and defend, indemnify and hold the latter harmless such undertaking shall be deemed to have been given in favor of the latter party hereto, its AFFILIATES and, in the case of COMPANY, its CO VENTURERS and all of their respective officers, directors, employees, servants, and agents.

2 SCOPE OF AGREEMENT

Agreement means all works and services, rates and prices described on the face of this Order form and the terms and conditions set forth herein.

3 THE WORK

CONTRACTOR shall promptly perform such of the works and services described on the face of this Order form ("the Work") and CONTRACTOR shall provide all services, competent personnel, equipment and materials needed to perform the Work. CONTRACTOR shall perform the Work with due diligence and in a good and workmanlike manner. The Work shall be complete, fully adequate for its purpose, and free of errors, defects, or other deficiencies.

4 COMPENSATION AND METHOD OF PAYMENT

a) COMPANY shall pay CONTRACTOR for the Work in accordance with the rates/prices shown on the face of this Order form and the total compensation shall not exceed the Order Total. In case additional Work is required to be performed, such Work shall be carried out by the CONTRACTOR only after prior written approval from COMPANY and amendment of this Service Order.

b) CONTRACTOR shall submit invoices to COMPANY at the address shown on the face of this Order form (marked for the attention of the Accounting Manager). Each invoice shall quote the order number and be accompanied by such documentation as COMPANY may reasonably require to verify the correctness of items invoiced. COMPANY shall pay the undisputed portion of such properly presented invoices as per the payment terms specified in this Order.

c) COMPANY is responsible for payments hereunder. For the avoidance of doubt, CONTRACTOR has no recourse to any other person.
5 TERM

This Agreement shall continue in full force and effect for the validity period shown on the face of this Order form, as extended until the completion of any warranty work, or until sooner terminated in accordance with these Terms and Conditions.

6 TERMINATION

COMPANY may cancel all or any portion of the Work or terminate this Agreement at any time by giving written notice to CONTRACTOR without giving any reason therefor in which case CONTRACTOR shall cease work as directed by COMPANY and shall forward to COMPANY all completed or uncompleted drawings, reports, and other documents. In the event of such cancellation or termination, Clauses 9, 11, 12, and 14 shall survive the expiration or any termination of this Agreement.

7 INDEPENDENT CONTRACTOR

CONTRACTOR shall act as an independent CONTRACTOR with respect to COMPANY and all personnel assigned to the Work by CONTRACTOR shall in no sense be deemed to be agents or employees of COMPANY

8 TITLE

All data, designs, drawings, reports, and other documents furnished or produced by CONTRACTOR in the course of, or as a result of performing the Work shall be the property of COMPANY and may be used by COMPANY for any purpose whatsoever. No copies or other records of the same shall be retained by CONTRACTOR.

9 PROPRIETARY INFORMATION

Proprietary Information shall mean all data and/or information which CONTRACTOR and its directors, officers, employees, servants, and/or agents directly or indirectly acquire from COMPANY or from the performance of the Work or any other information concerning the technical and business activities and know-how of COMPANY. CONTRACTOR shall not disclose any Proprietary Information to any third party nor use Proprietary Information other than on COMPANY'S behalf except as COMPANY may otherwise authorize in writing.

10 INVENTIONS

CONTRACTOR shall disclose promptly to COMPANY all inventions which it or its directors, officers, employees, servants, and/or agents may make as a result of the performance of the Work which are wholly or in part based on or derived from Proprietary Information. All rights, title, and interest in and to such inventions shall belong to COMPANY.

11 PATENT INFRINGEMENT

CONTRACTOR shall be liable for and shall defend and indemnify COMPANY from and against all claims, injunctions, and legal proceedings and all costs and expenses arising from any infringement of any patent, copyright, or other proprietary right asserted by THIRD PARTIES in respect of any device, apparatus, or method used by CONTRACTOR in performing the Work. CONTRACTOR shall either provide a non infringing device, apparatus or method or at its option secure the free use by COMPANY of the infringing device, apparatus, or method

12 GENERAL INDEMNIFICATION

- a) CONTRACTOR shall be liable for and shall defend, indemnify, and hold COMPANY harmless from and against all losses, expenses and claims for any death, illness, disease, or personal injury or other loss to and/or damage to or loss of the property of CONTRACTOR, its Affiliates, their directors, officers, employees, servants, and/or agents arising out of the performance or nonperformance of this Agreement irrespective of COMPANY'S negligence.
- b) COMPANY shall be liable for and shall defend, indemnify, and hold CONTRACTOR harmless from and against all losses, expenses, and claims for any death, illness, disease, or personal injury or other loss to and/or damage to or loss of the property of COMPANY, its directors, officers, employees, servants, and/or agents arising out of the performance or non-performance of this Agreement irrespective of CONTRACTOR'S negligence.
- c) All claims by THIRD PARTIES shall be borne by COMPANY and / or CONTRACTOR according to their liability at law.
- d) Neither COMPANY nor CONTRACTOR shall bear any liability to the other for loss of production, loss of profits, loss of business, or any indirect or consequential damages.

13 INSURANCE

CONTRACTOR shall at its own cost and expense, effect and maintain the following insurance in respect of its liabilities pursuant to Clause 12 hereof as follows with waivers of subrogation in favor of COMPANY:

- a) Property insurance to the full replacement value of all equipment to be supplied hereunder;
- b) Employer's Liability insurance or cover of a comparable nature to the full extent required by all applicable laws of the country in which the Work is to be performed; and
- c) Third Party/Products Liability insurance in an amount not less than U S \$ 1,000,000 for any claim or series of claims arising out of any one

14 TAXES

CONTRACTOR shall defend, indemnify, and hold COMPANY harmless from any taxes on income, wages, salaries, profits, or gains imposed by any governmental authority upon CONTRACTOR or COMPANY in respect of any payment made to or earned by CONTRACTOR hereunder. If required by the laws of any country having jurisdiction COMPANY shall have the right to withhold amounts at the withholding rates specified by such laws from the compensation payable for the Work performed by CONTRACTOR hereunder and any such amounts paid over by COMPANY to a governmental authority pursuant to such laws shall to the extent of such payment be credited against and deducted from amounts otherwise owing to CONTRACTOR hereunder.

15 LAWS AND REGULATIONS

CONTRACTOR warrants that it shall comply fully and at all times with such national and local laws, regulations, rules and orders as may be applicable in the jurisdiction where the Work is to be performed and CONTRACTOR shall defend, indemnify, and hold COMPANY harmless from and against all costs, claims, charges, losses, expenses, liabilities and/or penalties which may be imposed or asserted against COMPANY as a result or by reason of the failure or alleged failure of CONTRACTOR to comply fully therewith.

16 WARRANTY

CONTRACTOR hereby warrants and guarantees the Work for one year from the date of final acceptance by COMPANY. CONTRACTOR shall promptly correct to the satisfaction of COMPANY and at CONTRACTOR'S expense any defects in the Work arising during such one year period.

17 ASSIGNMENT

CONTRACTOR shall not assign this Agreement in whole or in part without the prior written consent of COMPANY, which consent shall not be unreasonably withheld. COMPANY shall have the right to assign this Agreement. Such right to be exercised by written notice to CONTRACTOR.

18 FORCE MAJEURE

A delay in or failure of performance of either CONTRACTOR or COMPANY shall not constitute default under this Agreement, nor give rise to any claim for damages if and to the extent such delay or failure is caused by occurrences beyond the control of the party affected. For the avoidance of doubt equipment breakdown or shortage of personnel shall not be considered a force majeure event.

19 NOTICES

Any notice required to be given hereunder shall be deemed to have been properly given by a party if sent by recorded delivery or electronic mail to the other party at that other party's address as it appears on the face of this form.

Notices shall be deemed to have been received or effective:

- if sent by recorded delivery—at the time of receipt by the addressee of such delivery or two (2) business days after the date of mailing, whichever occurs first; or
- if sent by electronic mail or telefax—at the time specified on the transmission report, or in the event such time is outside normal working hours at 09:30 hours on the first business day after the day of transmission.

Such notice shall be effective from midnight on the day it is received or deemed to have been received.

20 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of United Kingdom. All disputes arising out of this Order shall be resolved by arbitration pursuant to the DIFC-LCIA Arbitration Rules of the DIFC ARBITRATION CENTRE, which arbitration shall be conducted in the English language.

21 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous written or oral understandings, agreements or representations other than those contained hereunder.

COMPANY'S and CONTRACTOR'S agreement to comply with the above terms and conditions is indicated by their respective signatures on the face of this form.

22 ANTI-BRIBERY / ANTI-CORRUPTION

CONTRACTOR represents and warrants to the COMPANY as follows, and acknowledges that COMPANY is relying on such representations and warranties:

it will not engage in any form of bribery or corruption (either as provider or recipient) or any practice which may contravene any relevant anti-bribery or anti-corruption law to include, without limitation, the UK Bribery Act 2010 or the US Foreign Corrupt Practices Act 1977. COMPANY may request that the CONTRACTOR provides sight of its anti-bribery and corruption policy and to co-operate with and address any reasonable concerns relative to said policy that COMPANY may have.