



## PURCHASE ORDER FOR GOODS AND SERVICES

### Invoicing Instructions

submit invoice to:  
 TAQA Atrush Erbil Office  
 C-1, Empire Business Complex  
 Empire World, Zagros Street  
 Erbil, Kurdistan region, Iraq,  
 Email to: **TIR.APERbil@taqa.com**

P.O. Number:

26233.0

P.O. Date:

26-APR-2023

Revision Date:

Contract No:

Requisition No:

25241

Requisitioner:

Mr . Luqman Sadeq

**Supplier:** Reactive Downhole Tools USA Inc

**Address:** 19945 Aldine Westfield Rd Humble

**City, Postal Code:** , 77338, United States

**Supplier Contact:** Hadi Hajjar-Reactive Downhole Tools  
 USA Inc-138019

**Supplier Phone:** 508179482

**Email Address:** hadi@reactivetools.com

**Consignee:** TAQA Atrush Erbil Warehouse

**Address:** Erbil Drilling Warehouse

Zarawa Yard

Gazna Road, Ankawa

**City, Postal Code:** Kurdistan region, Iraq,

**Buyer Name:** Mr. Mahmood Abdullah

**Buyer Phone:**

**Buyer Email:** Mahmood.Abdullah@taqa.com

Incoterms	Delivery Point	Delivery Date	Payment Terms
EXW	Houston	10-MAY-2023	NET30

ORDER QTY	UOM	MESC CODE	DESCRIPTION AND SPECIFICATION	UNIT PRICE	EXTENDED PRICE
8	EACH	1106080012	Swellable Packer, Reflex Lite Oil Swellable, 9-5/8" x 11.875" x 3ft, 12" OD, L-80, Manufacturer: Reactive Downhole Tools	6913.00	55,304.00
2	EACH	1105080007	Swellable Packer, Reflex Lite Water Swellable, 13-3/8" x 18.625" x 3ft, 18.75" OD, L-80, Manufacturer: Reactive Downhole Tools	16907.07	33,814.14
<b>Sourcing Ref. No :</b> 2023-0207					<b>Grand Total in USD :</b> 89,118.14

### Note to Supplier:

If requested, the vendor shall arrange for goods to be inspected and, in such cases, provide to TAQA a completed Inspection Release Note, In the event TAQA requests for third party inspection by a designated company, the Inspection Release Note shall be signed off by the third party inspector and the inspection report shall be included in the documentation provided to TAQA. A certificate of quality or compliance and any technical data sheet to be provided at least 4 days in advance of shipping the goods. If supplying piping scope materials such as fittings, seamless pipes, stud bolts + nuts; materials testing certificates & heat numbers shall be provided.

### Miscellaneous:

All prices shown herein are firm. This Purchase Order incorporates the Terms and Conditions attached hereto as Schedule 1. Capitalized terms not defined herein shall have the meanings given to them in the Terms and Conditions. All references to currency and pricing in this Purchase Order are deemed to be in **USD**. All correspondence relating to this Purchase Order must reference the Purchase Order Number and the date and be sent to the attention of the Buyer named above.

### Supplier Acceptance:

Supplier agrees to perform the Work specified herein in accordance with the Terms and Conditions. Performance of the Work by Supplier shall constitute Supplier's acceptance of the Purchase Order and the Terms and Conditions attached hereto. For clarity, these Terms and Conditions shall supersede any other terms and conditions as may be attached to any field service tickets or work orders as may be provided by Supplier at the Delivery Point and TAQA expressly rejects any such terms and conditions, irrespective of whether such documents are signed by TAQA.

### To avoid invoice payment delays, please ensure all invoices include the following information:

- cost centre or afe number and major/minor codes	- goods delivery point / service rendered location (with project name)
- your company name and mailing address	- date the service was performed/goods were delivered
- your company phone/fax numbers	- detailed description of good or service
- invoice number and date	- buyer name / person who ordered or requested goods/services

### For TAQA Atrush B.V

This is an electronically generated document, which does not require physical signature.

Date:  
26 April 2023

For Reactive Downhole Tools USA  
 Inc

Signature:

Name:

Title:

Date:

AFE #:42ATRU1039

Cost Centre: 42000010

Major/Minor: 15001050



## SCHEDULE 1 – TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

1.1 Except as otherwise agreed between the Parties, the definitions set out below will have effect throughout this Contract except where the context otherwise requires:

**"Applicable Corruption Laws"** means all the laws relating to bribery, corruption, money laundering, fraud or similar activities: (a) of the United Kingdom including in particular the United Kingdom Bribery Act 2010 and Proceeds of Crime Act 2002; (b) of the country of incorporation of either of the parties; (c) of any country in which the Contract is to be performed; (d) of the United States including in particular the Foreign Corrupt Practices Act 1977; and (e) of the United Arab Emirates.

**"Applicable Law"** means all applicable laws, regulations, legislation, decrees, authorisations, permits, and any other requirements of international, national, federal, regional, state, municipal or local government authority, agency or regulatory body with jurisdiction over the TAQA Group, the Supplier Group, the Work or the Project Site.

**"Bribe"** means: (a) to offer, promise, give, authorise, request, accept or agree to pay or receive any payment, gift, benefit or advantage of any kind, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (b) anything that would amount to an offence of bribery or corruption under Applicable Corruption Laws, and "Bribed" shall be construed accordingly.

**"Claims"** means claims, liens, judgments, fines, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses or causes of action, of whatever nature, including those made or enjoyed by dependants, heirs, claimants, executors, administrators or survivors.

**"Consequential Loss"** means: (a) consequential or indirect loss under English law; and (b) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in sub-Clause (a) of this definition and whether or not foreseeable at the date of the Purchase Order.

**"Contract"** means the Purchase Order and these Terms and Conditions, together with any other documents, including TAQA policies and procedures, expressly incorporated either by reference in or as attached to the Contract.

**"Defects Liability Period"** means eighteen (18) months from (i) the date of completion of the relevant Service, or in the case of any failure, defect or other deficiency in such Service rectified in accordance with Clause , eighteen (18) months from the date of completion of the rectification of such rectification, and (ii) the installation or delivery of the Goods, whichever is the later.

**"Delivery Date"** means the date that the Services are to commence or the date that Goods are to be delivered, as applicable, as set out in the Purchase Order.

**"Delivery Point"** means the location where the Goods are to be delivered by Supplier as set out in the Purchase Order, or the Project Site, as applicable.

**"Force Majeure"** means any event, condition, occurrence or circumstance (or any combination of those) beyond the reasonable control of the affected party which could not have been avoided, prevented or overcome by such party's due diligence and by exercising standards of reasonableness and prudence (including the expenditure of any reasonable amount of money) and which renders it impossible for the affected party to perform all or part of its obligations under this Contract. Force Majeure may include but are not limited to strikes (except for strikes that are specific to the Personnel), lockouts, natural disaster, act or threat of terrorism, insurrections, war (declared or undeclared), threat of war, civil unrest, act of public enemy, laws, orders or regulations of governmental bodies or agencies not caused by Supplier or its affiliates.

**"Goods"** means the goods to be delivered by Supplier pursuant to this Purchase Order.

**"Intellectual Property Rights"** means all intellectual and industrial property rights including patents, know-how, registered or unregistered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the Republic of Iraq and internationally and together with all renewals and extensions.

**"Personnel"** means all personnel that the Supplier is required to provide in accordance with the provisions of the Contract, including as the same may be employed or otherwise engaged (including on an agency or consultancy basis) by the Supplier, its sub-Suppliers or its or their affiliates or agents.

**"Project Site"** means all places where the Work is to be carried out, including oilfield sites, manufacturing, fabrication and storage facilities, access roads, offices, workshops, camps and messing facilities.

**"Purchase Order"** or **"PO"** means TAQA's purchase order, being the face page attached to and incorporating these Terms and Conditions.

**"Rentals"** all tangible items supplied by the Supplier, the ownership to which does not transfer to a member of the TAQA Group.

**"Services"** means any of the services as detailed in the Purchase Order that the Supplier is required to perform in accordance with the provisions of the Contract.

**"Supplier"** means a supplier as defined and identified in the Purchase Order.

**"Supplier Group"** means: (a) the Supplier and its affiliates; (b) any sub-Suppliers of the Supplier, and their affiliates; (c) Personnel; and (d) to the extent not included in sub-clause (c) of this definition, the respective agents, directors, officers, employees, consultants and agency personnel of the persons included in sub-clauses (a) and (b) of this definition.

**"TAQA"** means TAQA Atrush B.V., a limited liability company organized and existing under the laws of the Netherlands (No: 56400470), and having a branch office registered in Erbil, Kurdistan Region, Republic of Iraq under registration number 16664.

**"TAQA Group"** means: (a) TAQA and its affiliates; (b) its co-venturers under any joint operating agreement with TAQA, and their affiliates; (c) TAQA's other Suppliers, suppliers and subSuppliers (of any tier) performing work at the Project Site; and (d) the respective agents, directors, officers, employees, consultants and agency personnel of the persons included in sub-clauses (a), (b) and (c) of this definition, but shall not include any member of the Supplier Group

**"Terms and Conditions"** means these terms and conditions.

**"Third Party"** means any person that is not a member of the TAQA Group or the Supplier Group;

**"Total Price"** means the total price for the performance of the whole of the Work, calculated and set out in the Purchase Order.

**"Variation"** means a written instruction from TAQA detailing any addition, deletion, substitution or any other alteration to the Work which is within the capability and resources of the Supplier.

**"Work"** means all work that the Supplier is required to carry out in accordance with the provisions of the Contract, including the performance of the Services and the provision of any Goods to be furnished, rented, or otherwise provided by Supplier pursuant to the Contract.

### 1.2 Interpretation

1.2.1 Unless expressly stated otherwise, references in the Contract to: (i) clauses and appendices are to clauses or to appendices to the relevant document in which such reference appears or to which reference is made; and (ii) paragraphs, parts or attachments are to paragraphs in which such reference appears or to which reference is made.

1.2.2 The headings in the Contract are for ease of reference and shall not be deemed to be part of or be taken into consideration in the interpretation or construction of the Contract.

1.2.3 References in the Contract to: (i) day, week, month or year means calendar rather than working day, week, month or year unless otherwise specified and shall be calculated by reference to the Gregorian calendar; (ii) the words "including", "include" and "other" shall be construed without limitation; (iii) any laws or legislation includes reference thereto as varied, supplemented or replaced from time to time or, as applicable, as extended, re-enacted or amended; (iv) the singular shall include the plural and vice versa unless the context otherwise requires; and (v) any party or other person, which for the purpose of the Contract shall include, as the context requires, any natural person, body corporate, unincorporated association, partnership or other entity, whether or not having a separate legal personality, shall include that party's or person's successors in title and permitted assigns.

1.2.4 All instructions, directions, notices, agreements, authorisations, approvals, consents and acknowledgements between the parties relating to the Contract shall be in writing. Notwithstanding the foregoing, if for reasons of emergency or any other important reason TAQA considers it necessary to instruct or direct the Supplier verbally in the first instance, the Supplier shall comply with such instruction or direction. Any verbal instruction or direction shall be confirmed in writing by the Supplier as soon as possible, provided that if the Supplier confirms in writing any verbal instruction or direction which is not contradicted in writing by TAQA within seven (7) working days, it shall be deemed to be a written instruction or direction by TAQA.

### 2. SUPPLIER GENERAL OBLIGATIONS

2.1 The Supplier shall provide all management, engineering, design, supervision, personnel, equipment, plant, machinery, tools, apparatus, containers, fastenings, hardware, software, materials, consumables, supplies, packaging, spare parts, facilities, premises and all other things whether of a temporary or permanent nature, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract. The Supplier shall have and maintain adequate resources (including tools, personnel, financial resources and, as may be required or appropriate protective garments and/or equipment) to properly carry out the Work at all times.

2.2 The Supplier shall carry out the Work in accordance with internationally recognised good practices and standards applicable to work of the type to be carried out under the Contract, with all due skill, care, diligence, prudence and foresight to be expected of a reputable supplier experienced in work of the type to be carried out under the Contract, to the satisfaction of TAQA and in compliance with all other provisions of the Contract.

2.3 Except to the extent that it may be legally impossible or create a hazard to safety and security, the Supplier shall comply with TAQA's instructions and directions on all matters relating to the Work.

2.4 TAQA and its authorised representatives shall be entitled at any time to carry out any inspection, testing, witnessing or monitoring necessary and to examine all associated data in order to confirm compliance by the Supplier with its liabilities and obligations under the Contract. The Supplier shall co-operate fully with TAQA and its authorised representatives in relation to the same and shall provide, or shall procure the provision of, all assistance, data and access to Personnel as may be required in connection therewith.

2.5 Where TAQA or any of its authorised representatives require the permission of any member of the Supplier Group to access any Project Site, including in respect of any inspection, testing, witnessing, monitoring or examination required under the Contract, the Supplier shall permit or procure such access and provide or procure all facilities and assistance as may be required in connection therewith.

2.6 All Personnel shall be competent, properly qualified and have the skills and experience appropriate to their respective roles. The Supplier shall be responsible for and shall meet all costs incurred in connection with the employment and/or engagement and administration of Personnel, local or otherwise, together with all necessary and routine medical examinations, inoculations, skills training, safety training and all other matters relating thereto, including making all travel arrangements (including reservations, onshore transport, lodging, maintenance and other necessary administrative and logistical requirements) and obtaining all necessary passports, work permits and visas (and renewals thereof) in accordance with the requirements of Applicable Law.

2.7 The Supplier shall remove any Personnel whose presence is regarded by TAQA as detrimental to TAQA's interests at any Project Site. Any Personnel so removed shall be replaced by the Supplier within twenty-four (24) hours, or such other period as TAQA may reasonably require, by such other competent, properly qualified, skilled and experienced personnel as approved by TAQA. The Supplier shall not be entitled to any payment in connection with the removal and replacement of such Personnel.

2.8 The Supplier shall comply with and ensure that Personnel are made aware of and comply with all applicable foreign, federal, and provincial laws, rules and regulations, including, without limitation, all employment, environmental and occupational health and safety laws, rules and regulations, and shall also comply with TAQA's rules, policies, procedures and guidelines as amended from time to time that are applicable to the provision of the Work. Supplier agrees to obtain, make and file all permits, licenses and other governmental approvals, filings, payments and consents required for performance of the Work. Supplier must maintain in good standing all qualifications and certifications required by law and shall provide copies of them upon TAQA's request.

2.9 Supplier shall procure that no products or materials shall be specified, used or permitted to be used, which do not conform to any Applicable Law and industry practice and/or at the time of specification are generally known within Supplier's trade to be deleterious, in particular when specified for use to health, safety, environment and/or the durability of structures.

2.10 Except to the extent otherwise agreed by the parties, the Supplier shall procure that all Personnel can read, write and speak fluent English and/or Kurdish.

### 3. GOODS AND EQUIPMENT

3.1 It is a condition of the Contract that the Goods are: (a) of good quality and sound design, materials and workmanship; (b) fit for their intended purpose where a purpose is defined in the Contract or, where no such purpose is defined, fit for their ordinary purpose; (c) free from all liens, charges, encumbrances and retention of title claims which would prevent their provision, operation or use as contemplated under the Contract; and (d) in compliance with all other provisions of the Contract. In addition, where any equipment, plant, machinery, tools, apparatus, containers, fastenings, hardware, software or similar items are provided on a standalone rental basis the Supplier confirms that the relevant person operating or using such item shall at all times be entitled to quiet enjoyment and use of the same.

3.2 Without prejudice to the generality of Clause 3.1, the Supplier shall ensure that: (a) all equipment, plant, machinery, tools, apparatus and similar items referred to in Clause 3.1 are: (i) in good working order and condition, including properly calibrated, and capable of performing safely, efficiently and continuously without failure or breakdown; (ii) in compliance with the manufacturer's rating and properly rated for any conditions in which they are operated or used, including hazardous conditions, and shall be clearly identified as to such rating; and (iii) properly maintained in accordance with internationally recognised good practices and standards applicable to the same; and (b) all materials, consumables, supplies, packaging, spare parts and similar items referred to in Clause 3.1 are new, or subject to TAQA's approval, as new, and where any of the same are subject to a shelf life shall have sufficient shelf life remaining to satisfy the purpose for which they are used.

#### 4. TRANSPORTATION OF GOODS

- 4.1 Supplier shall prepare and deliver the purchased Goods for transportation via the mode of shipment or land transportation specified in the PO and load the Goods as requested and instructed by TAQA. If delayed in transporting the Goods, Supplier shall pay for the excess charges, as well as pay for all additional costs incurred by TAQA due to the delay, in order to ensure that the Goods are delivered to the Delivery Point on schedule. Supplier shall, in all cases, forward to TAQA the express receipt or the bill of lading signed by the carrier in order to evidence shipment or land transportation, as applicable, and Supplier shall also attach a copy of such receipt or bill of lading to the original invoice submitted by Supplier in accordance with Clause 15. Acceptance by TAQA or TAQA's receiving agent of any Goods will not be deemed to be acceptance as to the quality of the Goods but will only serve to evidence receipt of such Goods by TAQA. TAQA's rights under Clause 11 or any other provision of this Contract will not be affected in any way by its acceptance of delivery of the Goods.

#### 5. DELIVERY AND PACKAGING

- 5.1 Supplier must:
- 5.1.1 deliver the Goods to TAQA at the Delivery Point and ensure that all vendor and export documentation required by Applicable Law has been provided to TAQA;
- 5.1.2 properly package each item of the Goods sold under this Contract in order to ensure adequate protection against damage during shipment or transportation, as applicable;
- 5.1.3 properly label each item of the Goods with this PO number, item number, gross weight, total quantity of items and ultimate destination; and
- 5.1.4 crate and/or load the Goods as may be instructed by TAQA.
- 5.2 Any loss or damage, whenever occurring, which results from Supplier's failure to conform to the packaging, labelling, crating and/or loading requirements set out in this Contract will be borne solely by Supplier. All charges for packaging, labelling, crating, loading or other services of any kind incurred by Supplier up to or at delivery are included in the Total Price, unless otherwise explicitly set out in this Contract.
- 5.3 It is the responsibility of Supplier to expedite shipments to the Delivery Point and ensure the Delivery Dates are met and Supplier must notify TAQA of any delivery delays. TAQA will have the right to oversee and/or monitor Supplier's expediting. If Supplier fails to deliver the Goods conforming to the specifications by the applicable Delivery Dates, it must immediately take remedial action to rectify the non-delivery as is acceptable to TAQA. If no such remedial action has occurred, TAQA will have the right to obtain the Goods from a third party and (i) TAQA will not be required to make any payments to Supplier for such Goods; and (ii) Supplier must compensate TAQA for the difference between the amount TAQA pays to any such third party and the Total Price, to the extent the amount paid to such third party exceeds the Total Price.

#### 6. INSPECTION OF GOODS

- 6.1 All purchased Goods, the materials in the PO, and the workmanship, packing and marking of such Goods and materials will be subject to such inspections and tests as TAQA may determine at any reasonable time and place, including, in the case of purchased Goods, during the course of manufacture. TAQA shall be entitled to send its own personnel to undertake such inspection or employ a third party to do so. If any such inspection or test is made on the premises of Supplier or its Sub-Supplier, Supplier shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient conduct of such inspections. The failure to make such inspection or test or to require that reports, certificates or other data with respect to the purchased Goods will not limit or affect any warranties or covenants of Supplier or any conditions imposed upon Supplier in respect to this Contract, whether or not such warranties, covenants or conditions exist by reason of the provisions of this Contract or otherwise.
- 6.2 Notwithstanding delivery of the Goods, TAQA shall not be deemed to have accepted the Goods until TAQA or its authorised representatives have had reasonable time and opportunity to finally inspect and test the same, including any final inspection or testing carried out by TAQA or its authorised representatives as part of the Goods being installed, commissioned, operated, used or entered into commercial operation at the point of use.
- 6.3 If as a result of any such inspection or testing TAQA identifies that the Goods have not been supplied in accordance with the Contract, TAQA shall, without prejudice to any other rights or remedies which TAQA may have, be entitled to reject the Goods (in whole or in part) and, at its sole discretion and at Supplier's cost, either return the same to Supplier or require Supplier to collect the same on the basis that, where TAQA has paid for such Goods, either in whole or in part, a full refund for the relevant amount shall be paid forthwith by Supplier following any such rejection. The risk and responsibility for any Goods so rejected shall transfer to Supplier at the time of rejection, provided that where payment of a refund is due TAQA shall retain title to such Goods until payment of the refund is made in full by Supplier at which time title to the rejected Goods shall immediately transfer to Supplier.

#### 7. OVERAGES, SHORTAGES AND VARIATION

- 7.1 Shipment or delivery of the Goods in quantities exceeding those ordered will be at Supplier's risk and if Supplier requests return of such excess goods, Supplier will bear the risk and expense of such return.
- 7.2 Shortages of Goods to be purchased shall be made good by Supplier or, at TAQA's option, the relevant portion of the Total Price of the missing Goods shall be refunded or credited to TAQA. If an event of Force Majeure diminishes the quantity of available items, Supplier shall provide TAQA with at least the portion of items available that TAQA would receive under a fair and equitable allocation relative to Supplier's other customers with written contracts.
- 7.3 TAQA has the right at any time to issue a Variation to the Supplier. The Supplier shall proceed immediately as instructed. Any adjustment to the Price arising from any Variation shall be valued at the appropriate rates and prices included in the Contract or, in the absence of the same, a fair valuation shall be made by TAQA.

#### 8. RISK OF LOSS AND TITLE

- 8.1 Title to any Goods shall transfer to TAQA and shall be suitably marked or clearly identified by the Supplier as the property of TAQA upon delivery to the Delivery Point or upon payment by TAQA, whichever is earlier, provided that:
- 8.1.1 The risk and responsibility for the Goods shall at all times remain with Supplier until delivered in accordance with the Contract;
- 8.1.2 risk and responsibility for any Goods which are intended to be incorporated or installed in accordance with this Contract as part of the Work shall at all times remain with the Supplier until such incorporation or installation has been completed in accordance with the Contract. Title to any such Goods which do not comply with the Contract and which are rejected by TAQA or for which no payment has been made by TAQA and which are no longer required for the purposes of the Contract shall transfer immediately to the Supplier.
- 8.2 The Supplier shall be responsible for, indemnify, defend and hold TAQA Group harmless from and against all Claims in respect of loss of or damage to any Goods to which TAQA has title in accordance with Clause 8.1 at any time when the risk and responsibility for the same is with the Supplier or as a result of the negligence or breach of duty (statutory or otherwise) of any member of the Supplier Group, arising out of or in connection with the Contract.

#### 9. RENTAL OF GOODS

- 9.1 The following provisions shall apply for Rentals only:
- 9.1.1 the term of rental will commence on the date such Goods are delivered to the Delivery Point and will end on the date the rented Goods are removed from the Project Site;
- 9.1.2 Supplier warrants that the Rentals are fit and proper to accomplish the Work provided that the Goods are operated in accordance with Supplier's instructions. Supplier warrants that the Rentals will be free from defects in materials and workmanship. Upon receipt of written notice from TAQA that the material or workmanship is defective, Supplier must promptly repair or replace the Rentals at its sole cost and expense or, at TAQA's sole option, TAQA may repair or

replace the Rentals and Supplier must reimburse TAQA for the cost incurred by TAQA related to such repair or replacement and provide TAQA with a credit for the rental cost paid to Supplier;

- 9.1.3 Supplier will be responsible to perform routine maintenance and servicing of the Rentals in accordance with the manufacturer's instructions. Supplier must furnish any operating manuals and liquids necessary to operate the Rentals;
- 9.1.4 TAQA will not pay any rental costs if any Rentals is determined by TAQA, acting reasonably, to be defective;
- 9.1.5 TAQA assumes and will bear the entire risk of loss and damage to the Rentals, reasonable wear and tear excepted, from the time the Rentals are delivered to TAQA until the Rentals are returned to Supplier. In the event of loss or damage to the Rentals, unless such loss or damage is caused by Supplier, TAQA, at its sole option, may: (i) pay the cost for Supplier to place the Rentals in good repair, condition and working order; (ii) replace the Rentals with the like in good repair, condition and working order; or (iii) if the Rentals are lost, stolen, destroyed or damaged beyond repair, TAQA may pay the reasonable, documented fair market value of them less a reasonable amount of depreciation. Upon such payment, this Contract will terminate without warranty, expressed or implied, with respect to any matter whatsoever; and
- 9.1.6 upon the termination of this Contract, TAQA must (unless TAQA has paid the amount as contemplated in Clause 9.1.5, release the Rentals to Supplier in good repair, condition and working order, excepting reasonable wear and tear resulting from proper use. Return of the Rentals will be effected by delivering such item, at TAQA's cost and expense, to Supplier's designated return location.

#### 10. PERFORMANCE OF THE SERVICES

- 10.1 General
- 10.1.1 Any Services to be performed by the Supplier shall be authorised by way of an instruction from TAQA to the Supplier. The Supplier shall not commence any Services until it has received the necessary instruction from TAQA.
- 10.1.2 Following receipt of any such instruction and subject to TAQA's scheduling requirements, the Supplier shall commence and continuously proceed with the relevant Services in accordance with the provisions of the Contract.
- 10.1.3 If at any time the progress of the Services does not comply with the provisions of Clause 10.1.2 the Supplier shall immediately inform TAQA and take all action necessary at its own cost to re-establish progress in accordance therewith.
11. WARRANTIES AND DEFECTS CORRECTION
- 11.1 Supplier warrants that:
- 11.1.1 all Goods supplied will be of the kind, quantity and quality specified in this PO, free from defects in design, workmanship and material and will perform in accordance with the prescribed specifications and are compliant with Clause 3.1;
- 11.1.2 all warranties as are customarily extended by the manufacturer of the Goods to buyers or users of them, will be obtained by Supplier for the benefit of TAQA, provided however that TAQA may deal with Supplier for any warranty issues during the warranty period; and
- 11.1.3 if Supplier specifically designs or manufactures any Goods for TAQA, Supplier also warrants that such Goods will be fit for the purpose and use intended.
- 11.2 If any Goods fail to conform to the specifications, or in the case of Goods, fail to operate within specified operating tolerances, or are otherwise defective, TAQA will have the right to require, and Supplier will be obligated at its sole cost and expense to perform all actions required to attain conformity with the specifications and correct any such deficiencies (including repairing or replacing any defective Goods to TAQA's reasonable satisfaction).
- 11.3 All warranties shall extend for the Defects Liability Period. Goods that are repaired or replaced, pursuant to the warranties set out in this PO shall be warranted for a further period of twelve (12) months from the date of completion of such repair, replacement or re-performance.
- 11.4 Defective Services
- 11.4.1 The Supplier shall immediately inform TAQA if it identifies or is made aware of any failure, defect or other deficiency in the Services (or, for the purpose of Clause 11.4.3, any rectified Services) at any time during the performance of the Services or during the Defects Liability Period and shall forthwith provide TAQA with all data and documents necessary or as required by TAQA to assess the extent and impact of such failure, defect or other deficiency on the Contract.
- 11.4.2 If TAQA identifies or is made aware of any failure, defect or other deficiency in the Services (or, for the purpose of Clause 11.4.3, any rectified Services) at any time during the performance of the Services or during the Defects Liability Period, TAQA may, without prejudice to any other rights or remedies which TAQA may have, give notice thereof to the Supplier. Following receipt of such notice, or at such other time as required by TAQA to comply with TAQA's operational requirements, the Supplier shall forthwith carry out all work necessary at its own cost to rectify such failure, defect or other deficiency.
- 11.4.3 Upon compliance by the Supplier with its obligations under Clause 11.4.2 in respect of the Defects Liability Period, the Defects Liability Period shall be extended from the date of completion of such rectification and this Clause 11 shall apply to such rectified Services for the Defects Liability Period as so extended.
- 11.4.4 If the Supplier fails to comply with its obligations under Clause 11.4.2, TAQA shall, without prejudice to any other rights or remedies which TAQA may have, be entitled to either carry out the Supplier's obligations under such Clause itself or have such obligations carried out by others including by any other member of TAQA Group, and all costs reasonably incurred by TAQA as a direct result thereof shall be recoverable by TAQA from the Supplier.
- 11.4.5 The Supplier's financial liability under the Contract in respect of any costs incurred by TAQA pursuant to Clause 11.4.4 as a result of the Supplier's failure to rectify defective Services identified during the Defects Liability Period shall be limited to a sum not greater than one hundred and fifty percent (150%) of the Total Price.

#### 12. SCHEDULE GUARANTEE AND LIQUIDATED DAMAGES

- 12.1 If Supplier fails to deliver the Goods in accordance with Clause 5 then Supplier shall pay TAQA liquidated damages for delay calculated at the rate as set out in the face page of the PO (if any) for each day that shall elapse from the Delivery Date up to and including the date of actual delivery in accordance with the provisions of the Contract.
- 12.2 Any liquidated damages payable pursuant to this Clause 12 shall be immediately due and payable provided that TAQA may deduct the same from any amounts due or which may become due to Supplier under the Contract or recover the same as a debt from Supplier by action at law or otherwise. Supplier agrees that any such liquidated damages are a genuine pre-estimate of the loss and damage likely to be suffered by TAQA as a result of delay by the Supplier in complying with Clause 5 and are not a penalty. These amounts are agreed upon and fixed because of the difficulty of ascertaining the exact amount of loss that TAQA would suffer in such circumstances and will be applicable regardless of the actual loss that TAQA sustains.
- 12.3 The rights of TAQA under this Clause 12 are without prejudice to any other rights or remedies which TAQA may have including: (a) any right of TAQA to claim damages for breach of this Contract other than delay damages resulting from failure of Supplier to deliver the Goods in accordance with Clause 5; (b) any right of TAQA under any provision of this Contract to recover from Supplier any costs incurred by TAQA; and (c) the rights of TAQA under Clause 24.
- 12.4 The Supplier's financial liability for liquidated damages under this Clause 12 shall be limited to fifteen percent (15%) of the Total Price.

#### 13. PROJECT SITE

- Supplier must perform the Work in such manner as to cause minimum interference with TAQA's operations and the operations of other Suppliers at the Project Site. Upon completion of the Work at a Project Site, Supplier must leave such Project Site clean and free of Supplier's tools, equipment and waste materials. Supplier will be solely responsible for the safe transportation



- and packing in proper containers and storage of any equipment and tools required for performing the Work. Equipment and tools left or stored at a Project Site, with or without permission, are left or stored at Supplier's sole risk. Any transportation furnished by TAQA of personnel, equipment, tools and materials will be solely as an accommodation and TAQA will have no liability therefor.
- 14. PRICES, TAXES AND AUDITS**
- 14.1 The Total Price is firm and fixed for the term of this Contract and includes all taxes, duties, levies, charges, fees, related interest, fines or penalties, imposed by relevant government authority directly or indirectly on the Supplier's Group as a result of Supplier's performance of the Contract and the filing and payment of such shall be the exclusive responsibility and liability of the Supplier.
- 14.2 Each Party shall, where it is responsible for such import and/or export, make necessary applications and notifications to the relevant governmental authorities for the proper and expeditious import, export, and re-import of Goods and Rentals required under this PO, and each Party shall be individually accountable and liable for compliance with customs procedures. Where Supplier is responsible for import/export, it shall import, export, and re-import any items for the Work subject to customs control in the most financially advantageous way.
- 14.3 Supplier shall make timely payment on all import and export taxes and duties assessed against Goods and Rentals it is responsible to import or export in connection with this Contract, and shall obtain all necessary import and export licences prior to commencement of the Work.
- 14.4 Supplier shall prepare and provide TAQA with documentation relevant to the Goods, including but not limited to the origin and customs status and certification of such information where necessary or where requested by TAQA. Where Supplier is responsible for import/export, it shall make available to the relevant customs authorities, on a confidential basis, all data necessary for Supplier to obtain the maximum benefits in terms of customs relief, and to pass all such benefits so acquired on to TAQA, in full. Should Supplier fail to acquire such customs reliefs, it shall promptly notify TAQA, and TAQA may then elect to import, export or re-import any items affected under its own authorized procedure, with Supplier providing all reasonable assistance.
- 14.5 TAQA may, at any and all reasonable times, during the term of this Contract and for a period of seven (7) years after the date of completion of the Work, have the right to audit Supplier's books and records to verify the costs set out in this Contract. Supplier shall promptly review and settle with TAQA matters arising from such audit, including refunds, where applicable.
- 15. INVOICING AND PAYMENT**
- 15.1 Supplier shall invoice TAQA, itemizing the amount due and any applicable taxes, after Work has been performed and title has transferred to TAQA, in accordance with the instructions below. All invoices shall be sent to Atrush Accounts Payable email address: Atrush.APERbil@taqaglobal.com and shall:
- 15.1.1 be addressed to: TAQA Atrush B.V., Attention: Accounts Payable, Address: Empire World, Empire Business Complex, C1, Erbil, Kurdistan Region of Iraq;
- 15.1.2 contain the following details: (i) the Supplier's name, mailing address and phone number, (ii) number of the PO, (iii) a unique invoice number (not repeated in previous invoices) and date, (iv) name of TAQA representative who requested the Work to be performed, and (vi) cost center or AFE number and major or minor codes, if applicable;
- 15.1.3 be supported by one or more of the following documents:  
With respect to Goods: description of the Goods delivered, reference to the Delivery Point, separate delivery note for each Delivery Point signed by TAQA representative who received the Goods indicating the date of delivery;  
With respect to Rentals: field ticket signed by TAQA representative, demonstrating quantities and period of rental;  
With respect to Personnel charges: timesheets signed by TAQA representative indicating names, job titles and period of performance of the Services;  
With respect to Services: description of the Services performed, reference to the Project Site, job ticket or field ticket signed by TAQA representative indicating that the Services were completed and stating the date of completion; and  
With respect to taxes: clear and legible copy of tax receipt(s) issued by the relevant governmental authorities, with the original tax receipt(s) retained by Supplier for seven years and made available to TAQA upon request;
- 15.1.4 Include at least the following bank account details:  
Bank name  
Bank Account Holder Name  
Bank Account Number  
IBAN (not applicable for banks located in Iraq)  
Bank Address  
Bank branch  
SWIFT/BIC code
- 15.2 Subject to TAQA's right to withhold and/or set-off any amounts under this Contract, all properly invoiced amounts will be due and paid by TAQA to Supplier within the period set out on the face page of this PO after receipt of a properly submitted and supported invoice. No expenses, costs or liabilities of Supplier will be reimbursed by TAQA unless the obligation and manner of reimbursement are expressed in this Contract. If any amount is disputed or due to TAQA by Supplier, TAQA will have the right to set-off against such amounts any amounts due to Supplier from TAQA under this Contract or any other agreement between TAQA and any member of the Supplier Group. TAQA may retain or withhold any amounts owing to Supplier as required by any applicable mechanics', builders' or comparable lien laws. Unless otherwise provided herein, the Total Price will be the only payment to which Supplier will be entitled for performance of the Work.
- 16. HEALTH, SAFETY AND ENVIRONMENT**
- 16.1 TAQA places prime importance on health, safety, security and environment ("HSSE") issues, and is committed to conduct its operations to the highest standards of HSSE and with due respect for the environment, and requires that the Supplier's Group subscribes to and actively pursues the highest standards of HSSE performance. The Supplier shall take full responsibility for the adequacy, stability and safety of all its operations and methods necessary for the Work and shall keep strictly to any instructions or HSSE procedures provided by TAQA. Furthermore, the Supplier shall ensure that all other members of the Supplier Group understand and operate in accordance with the foregoing requirements. The Supplier shall collaborate with TAQA in establishing HSSE interface arrangements and the production of an HSSE interface document, should TAQA consider it necessary. The Supplier shall co-operate with TAQA in providing an appropriate response to any emergency occurring at the Project Site and shall immediately take such action as may be necessary to protect life and make safe property where the same is in imminent peril.
- 16.2 Supplier shall provide all members of the Supplier Group involved in the performance of the Work with appropriate functional safety equipment and HSSE training (per Applicable Law and TAQA HSSE requirements) and shall ensure that safety equipment is properly used.
- 16.3 Supplier shall promptly notify TAQA of any near misses and accidents occurring in performance of the Work which resulted in, or could have resulted in, injury, death and/or damage to property or the environment.
- 16.4 Supplier undertakes and agrees that in undertaking the Work, it will (i) not permit trash, waste oil or any other pollutants to be discharged or to escape from Supplier Group's equipment / property or facilities owned, leased or operated by TAQA; (ii) take all reasonable measures to prevent pollution or contamination; and (iii) contain and clean up any pollution caused by Supplier Group in the provision of Work.
- 17. INTELLECTUAL PROPERTY RIGHTS**
- 17.1 TAQA or, as applicable, the relevant member of the TAQA Group, shall at all times retain title to all data provided by or on behalf of any member of the TAQA Group in connection with the Contract.
- 17.2 All designs, drawings and other technical information relating to the Goods or Services, including any software provided solely by the Supplier under the PO, and the Intellectual Property Rights therein made or acquired solely by the Supplier prior to or during the preparation of the proposal or tender or in the course of work on the Purchase Order shall be and remain the Supplier's property unless otherwise set out in the Purchase Order.
- 17.3 The Purchase Order shall grant to TAQA Group a royalty free, irrevocable, non-exclusive, world-wide licence to use such Intellectual Property Rights relating to the Goods or Services provided by the Supplier under the Purchase Order.
- 17.4 Where any potential patent or registrable Intellectual Property Right in any country in the world arises as a result of this Purchase Order or is invented during the term of this Purchase Order, such rights shall vest jointly and equally in the Parties.
- 18. REPRESENTATIONS AND ADDITIONAL WARRANTIES**
- 18.1 Each Party hereto represents and warrants that:
- 18.1.1 it is duly organised and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, it is in good standing;
- 18.1.2 all governmental and other consents that are required to have been obtained by it with respect to this PO have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- 18.1.3 the person(s) executing this PO is (are) duly authorized to execute and deliver it; and
- 18.1.4 this PO is a legal, valid and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject to equitable principles of general application).
- 19. LOCAL CONTENT**
- 19.1 Without prejudice to the right of the Supplier to select and employ or engage such Personnel as, in the opinion of the Supplier, are required for carrying out services in a safe, cost effective and efficient manner, the Supplier shall to the maximum extent possible and in any event in accordance with Applicable Law, employ and require its subcontractors to employ citizens of the Kurdistan Region of Iraq having appropriate qualifications and experience, taking into account experience required in the level and nature of the services to be performed.
- 19.2 The Supplier shall give preference to the purchase and use of goods manufactured, produced or supplied in the Kurdistan Region of Iraq provided that such goods are available on terms equal to or better than imported goods with respect to timing of delivery, quality and quantity required, price and other terms.
- 19.3 The Supplier shall employ subcontractors from the Kurdistan Region of Iraq having the required skills or expertise, to the maximum extent possible, insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms; provided that where no such subcontractors are available, preference shall be given to subcontractors from outside the Kurdistan Region of Iraq who utilise goods from the Kurdistan Region of Iraq to the maximum extent possible subject, however, to the proviso in Clause 19.2.
- 20. LIABILITY AND INDEMNITY**
- 20.1 Supplier's People/Property Indemnity**  
The Supplier shall be responsible for, indemnify, defend and hold TAQA Group harmless from and against all Claims in respect of: (a) injury to or sickness, disease or death of any person in the Supplier Group; and (b) loss of or damage to the property of the Supplier Group, arising out of or in connection with the Contract.
- 20.2 TAQA's People/Property Indemnity**  
TAQA shall be responsible for, indemnify, defend and hold the Supplier Group harmless from and against all Claims in respect of: (a) injury to or sickness, disease or death of any person in TAQA Group; and (b) subject to any provision of the Contract to the contrary, loss of or damage to the property of TAQA Group, arising out of or in connection with the Contract.
- 20.3 Supplier's Third Party Indemnity**  
Subject to Clause 20.6, the Supplier shall be responsible for, indemnify, defend and hold TAQA Group harmless from and against all Claims in respect of: (a) injury to or sickness, disease or death of any Third Party; and (b) loss of or damage to the property of any Third Party, arising out of or in connection with the Contract and to the extent caused by the negligence or breach of duty (statutory or otherwise) of any member of the Supplier Group.
- 20.4 TAQA's Third Party Indemnity**  
Subject to Clause 20.5, TAQA shall be responsible for, indemnify, defend and hold the Supplier Group harmless from and against all Claims in respect of: (a) injury to or sickness, disease or death of any Third Party; and (b) loss of or damage to the property of any Third Party, arising out of or in connection with the Contract and to the extent caused by the negligence or breach of duty (statutory or otherwise) of any member of TAQA Group.
- 20.5 Supplier's Pollution Indemnity**  
Notwithstanding Clause 20.4 and except as provided by Clause 20.2, the Supplier shall be responsible for, indemnify, defend and hold TAQA Group harmless from and against all Claims resulting from any pollution: (a) occurring on or originating from the property of the Supplier Group; (b) originating from any Goods to which TAQA has title in accordance with the provisions of the Contract at any time when the risk and responsibility for the same is with the Supplier under the Contract; or (c) originating from discharges, escapes or spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, debris or any other substances in the care, custody or control of any member of the Supplier Group, arising out of or in connection with the Contract.
- 20.6 TAQA's Pollution Indemnity**  
Notwithstanding Clause 20.3 and except as provided by Clauses 20.1 and 20.5, TAQA shall be responsible for, indemnify, defend and hold the Supplier Group harmless from and against all Claims resulting from any pollution originating from the reservoir or the property of TAQA Group, arising out of or in connection with the Contract.
- 20.7 Consequential Loss**  
Notwithstanding any provision to the contrary elsewhere in the Contract and except to the extent of any agreed liquidated damages: (a) TAQA shall be responsible for, indemnify, defend and hold the Supplier Group harmless from and against TAQA Group's own Consequential Loss; and (b) the Supplier shall be responsible for, indemnify, defend and hold TAQA Group harmless from and against the Supplier Group's own Consequential Loss, arising out of or in connection with the Contract.
- 20.8 Application and Interpretation of Exclusions and Indemnities**  
Except where expressly stated to apply to the extent of the negligence or breach of duty (statutory or otherwise) of the indemnifying party, all exclusions and indemnities given under Clause 3.2 and this Clause 20 shall be full and primary notwithstanding the provisions of Clause 21 and shall apply irrespective of cause and notwithstanding the negligence or breach of duty (statutory or otherwise) of the indemnified Party or any other person and shall apply irrespective of any claim in tort, under contract or otherwise at law. Notwithstanding the foregoing, the exclusions and indemnities given under Clause 3.2 and this Clause 20 shall not affect or limit the Supplier's obligations in relation to the rectification of any failure, defect or other deficiency that the Supplier is required to carry out under the Contract.  
For the purpose of this Clause 20, the expressions: (a) "property of the Supplier Group" means any property of the Supplier Group whether owned, hired, leased or otherwise provided by any member of the Supplier Group, including equipment facilities, premises and all other things whether of a temporary or permanent nature that the Supplier is required to provide in

accordance with the provisions of the Contract, but excluding any Goods to which TAQA has title in accordance with the provisions of the Contract; and (b) "property of TAQA Group" means any property of TAQA Group located at the Project Site whether owned, hired, leased or otherwise provided by any member of TAQA Group, including facilities and premises, but excluding any property of the Supplier Group.

## 20.9 CLAIMS PROCEDURE

Each Party shall give the other prompt notice of any Claims with respect to the exclusions and indemnities under this Clause 20, accompanied by full details (to the extent not confidential or subject to legal privilege) of the circumstances of any incident giving rise to such Claims and the Parties shall co-operate in the defence of any such Claims, including negotiations, appeals or any settlement or compromise. If either party intends to irrevocably settle any Claims under this Clause 20 for which indemnification is sought, it shall do so only after having obtained the prior consent of the other party, such consent not to be unreasonably withheld or delayed.

## 21. INSURANCE

21.1 Supplier must, at its sole expense, purchase from reliable insurance companies satisfactory to TAQA, and maintain in full force and effect during the term of this Contract appropriate insurance coverage at levels that are accepted as being standard in the oil and gas industry for the performance of Work of a similar nature. All such insurances shall be placed with reputable and substantial insurers satisfactory to TAQA and the Supplier shall bear all excesses, deductibles or franchises incorporated therein.

21.2 Such insurance must name TAQA as an additional insured and the insurer must waive all rights of subrogation or recourse which they may have or acquire against TAQA and its respective officers, directors, employees and assigns, arising out of any occurrence in respect of which any claim is admitted under the policy. Upon TAQA's request, Supplier must provide it with evidence of its insurance coverage.

21.3 Supplier shall hold throughout the term of this Contract (i) all insurances required by the Applicable Law and compliant with the applicable insurance laws in the jurisdiction where the Work is performed provided that the insurance coverage shall as a minimum be:

21.3.1 employers' liability insurance and/or workers' compensation as required by Applicable Law of the jurisdiction where the Work is being performed for all Personnel; and

21.3.2 general third party liability insurance, with a minimum of one million United States Dollars (\$1,000,000) per occurrence.

21.4 The provisions of this Clause 21 shall in no way operate as a limitation of any liability assumed or indemnity given by the Supplier under the Contract or of the Supplier's liability in tort, under contract or otherwise at law.

## 22. FORCE MAJEURE

22.1 Neither party shall be liable for any delay or inability to perform obligations under this Contract to the extent that such party is prevented or delayed from complying with its obligations in whole or in part by Force Majeure. A party failing or delaying in the performance of its obligations due to Force Majeure shall, as soon as reasonably possible after discovering such event, give the other party notice in writing of such event and the consequences of such event, and shall use commercially reasonable means to reduce the effects of such event of Force Majeure, and once the event of Force Majeure affecting the relevant obligation has ceased, the affected party will continue to perform its respective obligations under this Contract. Nothing in this Contract shall be deemed to impose on a Party an obligation to settle any labour dispute on terms, which, in the sole discretion of the affected Party, are not in the best interests of such Party.

22.2 Notwithstanding anything contained in this Clause 22, TAQA shall have the right to terminate this Contract immediately upon a written notice to Supplier for a delay or anticipated delay in performance caused by an event of Force Majeure. In such case, TAQA shall have no liability other than the obligation to pay for Work performed by Supplier up to the date of such termination.

## 23. CONFIDENTIALITY

23.1 All information furnished by Supplier in connection with the Work and all information furnished by or on behalf of Supplier under this Contract will be the proprietary information of TAQA and may be disclosed to a third party only with the prior written consent of TAQA, or if required pursuant to a valid court order or arbitral award. Upon request, Supplier must return all such information to TAQA.

23.2 Supplier must keep the terms and conditions of this Contract confidential, provided, that Supplier may disclose such terms and conditions (a) to members of the Supplier Group who need to know the information for the purposes of the performance of this Contract, provided they have been advised of the confidential and proprietary nature of the terms and conditions and have agreed to the terms of non-disclosure as set forth in this Contract, or (b) to a governmental entity if required by Applicable Law and if notice of such disclosure is promptly given to TAQA.

23.3 The Supplier shall obtain TAQA's consent prior to the disclosure by the Supplier in any publicity material or other communication provided or made available by the Supplier or third parties regarding the Contract, including the naming of any member of the TAQA Group as being connected with the Contract, or the activities of the Supplier Group as being connected with the Contract, or the activities of the Supplier Group in connection with the Contract and shall procure that all other members of the Contractor Group comply with this requirement.

## 24. TERMINATION

24.1 TAQA shall at all times have the right to, by notice to Supplier; terminate this Contract or any part of the Work so detailed in the notice, either for or without cause. Upon receipt of any such notice, Supplier shall, unless instructed otherwise, discontinue the Work or the part of the Work so detailed in the notice, on the date and to the extent specified. Without limitation, the following occurrences will constitute "cause": (i) Supplier applies for or being adjudged bankrupt, under a legal moratorium of payments, or any similar form of legal action or (ii) Supplier is in default of, fails to comply with or breaches any provision of this Contract.

24.2 If Supplier is in default, TAQA shall give Supplier notice of default stating the details of such default. If upon receipt of such notice Supplier does not promptly commence and thereafter continuously proceeds with actions satisfactory to TAQA to remedy such default, TAQA may issue a notice of termination. Such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon Supplier shall immediately cease performance of the Work (or the portion thereof specified in the notice), and provide TAQA all reasonable assistance in arranging for alternative performance of the Work.

24.3 In the event of a termination without cause, TAQA shall: (a) if claimed by the Supplier within thirty (30) days of the effective date of termination and as TAQA's sole and exclusive liability, pay the Supplier only as set out in the Purchase Order for the Work carried out in accordance with the provisions of the Contract prior to the date of termination provided that TAQA has finally ascertained all costs associated with such termination and such Work has been completed to the satisfaction of TAQA; and (b) be entitled to recover from the Supplier all costs reasonably incurred by TAQA as a direct result of such termination which are in excess of the amounts that TAQA would have been obliged to pay the Supplier had all or any part of the Work or the Contract not been terminated, including any costs incurred by TAQA in completing the Work itself or having the Work completed by others, including subcontractors or any other member of the TAQA Group, provided that the Supplier's financial liability for such costs shall be limited to a sum not greater than one hundred and fifty percent (150%) of the Total Price.

24.4 In the event of termination for cause, TAQA shall if claimed by the Supplier within thirty (30) days of the date of termination and as TAQA's sole and exclusive liability, pay the Supplier as set out in the Purchase Order for the part of the Work carried out in accordance with the provisions of the Contract together with such other payments and fees as may be set out in the Purchase Order or, in the absence of such provisions such reasonable costs as agreed between

the parties at the date of termination, provided that the Supplier shall use its best endeavours to minimise such costs.

24.5 TAQA shall have the right to terminate all or any part of the Work or the Contract at any time by notice to the Supplier in the event any event of Force Majeure continues, or it is obvious that it will continue, for more than seven (7) days, provided that the Supplier shall not, except as set out in the Purchase Order, be entitled to any payment in connection with any such termination.

## 25. NOTICES

25.1 Any notice to be given under this Contract must be in writing and will be deemed to have been given to the Party to whom it is addressed: (i) on the date presented in person; (ii) on the date hand delivered or delivered by email in accordance with the address for notice set out on the face of this PO provided that, if such notice is not received prior to 5:00 p.m. on a business day, it will be deemed to be received at the commencement of the next business day; (iii) or five (5) business days following the date of mailing to the address for notice set out below if sent by registered mail. For the purposes of this Clause 24.4, "business day" means a day when banks are normally open for business in both Erbil, Kurdistan Region of Iraq and Abu Dhabi, United Arab Emirates.

## 26. GOVERNING LAW AND DISPUTES RESOLUTION

26.1 This Contract (including the arbitration agreement in this clause), and any non-contractual rights or obligations arising out of or in connection with it or its subject-matter, shall be governed by and construed in accordance with the laws of England. All questions which arise in any arbitration proceedings commenced under this clause shall be decided exclusively by reference to English substantive law, without reference to conflict of laws principles, save only for questions regarding the validity of actions taken or alleged to be taken by corporate bodies, which shall be decided by reference to the laws of the country in which the relevant corporate body was incorporated.

26.2 In the event of any dispute, controversy or claim arising out of or in relation to this Contract (including in respect of any non-contractual obligation arising in connection therewith) or the breach, existence, termination or validity thereof whether arising in tort, contract or at law ("Dispute"), the Dispute shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce in force as at the date of the commencement of arbitration ("Rules"), which Rules are deemed to be incorporated by reference into this Contract.

26.3 The number of arbitrators shall be one (1) who shall be appointed by the International Court of Arbitration of the International Chamber of Commerce in accordance with the Rules.

26.4 The seat of the arbitration shall be the Abu Dhabi Global Markets, located in Abu Dhabi, United Arab Emirates. The language of the arbitration shall be English.

26.5 The Expedited Procedure Rules shall apply to the arbitration regardless of whether the amount in dispute exceeds the limit provided from time to time by the Rules. Neither the Court nor any arbitrator appointed by the Court shall have the power to displace the Expedited Procedure Rules and the Rules shall be amended accordingly.

26.6 The Parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitral tribunal, including its awards, except as required by law and to the extent not already in the public domain.

26.7 Notwithstanding any Dispute, the parties shall continue to comply with and perform all of their obligations under this Contract.

26.8 In the event that the Supplier commences an action in the courts of any country other than England (a foreign action), the Supplier will indemnify TAQA in respect of any and all costs and/or liabilities which it has incurred in connection with the foreign action, whether or not those costs and/or liabilities would otherwise be recoverable apart from the provisions of this Article 26.8.

## 27. APPLICABLE LAW, BUSINESS ETHICS AND TRADE CONTROLS

### 27.1 General

27.1.1 All costs in connection with the Supplier Group's compliance with Applicable Law shall, except as otherwise set out in the Contract, be for the Supplier's account and included in the rates and prices as set out in the Contract.

27.1.2 The Supplier shall ensure that all management, engineering, design, supervision, Personnel, Goods, facilities, premises and all other things whether of a temporary or permanent nature that the Supplier is required to provide in accordance with the provisions of the Contract are in compliance with Applicable Law.

27.1.3 In connection with the Contract, the Supplier shall, and shall procure that the other members of the Supplier Group shall, strictly observe and comply with all Applicable Law and not carry out or permit any act or omission which would result in a breach of or non-compliance with Applicable Law.

### 27.2 Business Ethics

27.2.1 The Supplier confirms that it will uphold the highest standards of business ethics in the performance of this Contract.

27.2.2 The Supplier confirms that no member of the Supplier Group has Bribed in connection with obtaining the Contract.

27.2.3 Without prejudice to the generality of Clause 27.1.3, in connection with the Contract, the Supplier shall, and shall procure that the other members of the Supplier Group shall: (i) strictly observe and comply with all Applicable Corruption Laws; and (ii) not Bribe.

27.2.4 The Supplier confirms, to the best of its knowledge and belief, that neither it nor any other member of the Supplier Group is being or has been: (i) convicted of; or (ii) investigated for, any offence under Applicable Corruption Laws. For the purpose of this Clause 27.2.4, the expression "to the best of its knowledge and belief" shall refer only to those matters within the direct knowledge and belief of the Supplier and its agents, directors, officers, employees, consultants and agency personnel.

27.2.5 The Supplier confirms that: (i) its agents, directors, officers, employees, consultants and agency personnel have been given adequate training and informed of their obligations in relation to Applicable Corruption Laws; (ii) it has in place adequate policies and procedures in relation to business ethics and conduct, including on reporting and investigating suspected violations, to prevent wrongdoing and which are compliant with Applicable Corruption Laws; and (iii) it has used best endeavours to ensure that the other members of the Supplier Group comply with requirements equivalent to those in this Clause 27.2.5.

27.2.6 The Supplier shall, and shall use best endeavours to procure that the other members of the Supplier Group shall, maintain and retain the records relating to this Contract for the term of the Contract and for a period of six (6) years thereafter.

27.2.7 To the maximum extent permissible by law, the Supplier shall, and shall use best endeavours to procure that the other members of the Supplier Group shall, provide TAQA with: (i) access to and/or copies of any and all records relating to this Contract; and (ii) access to personnel and/or any facilities or premises at or from which the Contract is being performed in order to confirm compliance by the Supplier with its obligations under this Clause 27.2.

27.2.8 The Supplier shall notify TAQA immediately in writing on: (i) becoming aware of any extortive solicitation, demand or other request for anything of value, by or on behalf of any person relating to the Contract or its subject matter; or (ii) becoming aware of or suspecting: (aa) that any of the confirmations and undertakings set out in this Clause 27.2 are no longer accurate; or (bb) any failure to comply with any provision of this Clause 27.2. The Supplier shall, and shall procure that the other members of the Supplier Group shall, promptly take all such steps as may be necessary and/or requested by TAQA to remedy the breach and/or to ensure minimum adverse effect on the Contract.

### 27.3 Trade Controls

Without prejudice to the generality of Clause 27.1.3, the Supplier shall, and shall procure that

- the other members of the Supplier Group shall, comply with all applicable trade sanction laws, anti-boycott and export control laws, including those of the United Kingdom, United States, European Union, United Arab Emirates and the Republic of Iraq with respect to any goods, software or technology to be provided or any services to be performed under the Contract and not carry out or permit any act or omission which would result in a breach of or non-compliance with the same. In this regard, the Supplier shall be responsible for obtaining any required government authorisations, including applicable export licenses or exemption authorisations.
- 27.4 To the maximum extent permissible by law, the Supplier shall be responsible for, indemnify, defend and hold TAQA Group harmless from and against all Claims in respect of any failure by the Supplier to comply with its obligations under this Clause 27.
28. **MISCELLANEOUS**
- 28.1 Independent Supplier. Supplier is and will be an independent Supplier, and nothing in this Contract will be construed to constitute Supplier, or any member of the Supplier Group as an agent or employee of TAQA.
- 28.2 No exclusivity. This Contract is not exclusive.
- 28.3 Assignment. Supplier may not assign, sell, transfer or otherwise dispose of its rights or obligations under this Contract without the prior written consent of TAQA. TAQA shall be free to assign its rights under the Contract to an affiliate or co-venturer under its joint operating agreement, without the consent of the Supplier.
- 28.4 Sub-contracting The Supplier shall not subcontract the whole or part of the Work without the prior written approval of TAQA. TAQA will at all times have the right to cause Supplier to discontinue the performance of Work by Personnel who fail to comply with the terms of this Contract and for any other reason whatsoever that is deemed appropriate by TAQA, acting reasonably. The Supplier shall be responsible for all work, acts, omissions and defaults of its subcontractors as fully as if they were work, acts, omissions or defaults of the Supplier.
- 28.5 Waiver. No waiver of any term or condition of this Contract will be valid unless made in writing and executed by the waiving party specifying the nature and extent of such waiver. Such waiver will in no event be construed to be a general waiver of any of the terms and conditions contained in this Contract. Failure on the part of a party to strictly enforce any term or condition of this Contract will not constitute a waiver by such party of its rights hereunder, except to the extent such result is expressly provided for under this Contract.
- 28.6 Invalidity of Provisions. If any of the provisions of this Contract are determined to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions herein will not in any way be affected or impaired thereby and all provisions of this Contract will be construed so as to preserve the enforceability hereof.
- 28.7 Survival. The rights and obligations of the parties, which, by their nature, are normally intended to survive the termination or completion of an agreement similar to this Contract (including without limitation Clauses 13, 15, 16, 20 and 23), will remain in full force and effect following termination of this Contract for any reason.
- 28.8 Entire Agreement. This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous agreements, whether written or oral, between the parties related to the subject matter hereof. In the event of a conflict between any of the documents comprising this Contract, the order of priority will be as follows: (i) these Terms and Conditions, and (ii) the Contract into which the Terms and Conditions are incorporated. For the avoidance of doubt, under no circumstance will any terms or conditions attached to or made a part of any quote offered by Supplier apply or be construed to supersede these Terms and Conditions or this Contract.
- 28.9 Third Parties. Otherwise than where expressly stated in this Contract, this Contract is not intended to confer any legally enforceable rights on any person other than the parties to this Contract, their successors in title and their assignees, including pursuant to the Contracts (Rights of Third Parties) Act 1999 applicable in England and Wales. Notwithstanding the foregoing, the provisions of Clauses 8.2, 20, 26.8 and 27.4 are intended to be enforceable by an Indemnified Group Member, provided that the Contract may be rescinded or varied by the parties without notice to or the consent of any Indemnified Group Member even if, as a result, any Indemnified Group Member's right to enforce a term or condition of the Contract may be varied or extinguished. "Indemnified Group Member" means any member of the TAQA Group (other than the TAQA) or the Contractor Group (other than the Contractor).
- 28.10 Amendments. No amendment to these Terms and Conditions will be binding upon either party, unless it is made in writing, contains reference to this Contract and is executed by both parties.
- 28.11 Binding Effect. This Contract will be binding upon and enure to the benefit of the parties to this Contract, and to their successors and permitted assigns.
- 28.12 Counterpart Execution. This Contract may be signed in two or more counterparts with the same effect as if all parties had signed and delivered the same copy, and when each party has signed and delivered a counterpart, all counterparts together constitute one Contract. Delivery of a copy of this Contract by facsimile or other electronic means is good and sufficient delivery.
- Time of the Essence. Time will be of the essence in this Contract.