



شركة محمد البرواني لخدمات النفط ش.م.م.  
MB PETROLEUM SERVICES L.L.C.

## GENERAL TERMS AND CONDITIONS TO THE ORDER FOR SERVICES

### M.B. PETROLEUM SERVICES L.L.C.

The present General Conditions are applicable to the work order or order of services, hereafter named the ORDER, placed by the COMPANY and they prevail over the General Conditions of the CONTRACTOR. They may be modified only by the Particular Conditions mentioned in the ORDER.

These modifications will be valid only for the relevant ORDER and the CONTRACTOR cannot apply them to other ORDERS.

In case of discrepancies between the General Conditions and the Particular Conditions, the Particular Conditions will prevail.

### DEFINITIONS

ORDER means the document, including any possible amendments, by which the COMPANY entrusts the CONTRACTOR with the performance of a services contract and sets its conditions.

The ORDER can be enlarged by adding documents (e.g. Particular Conditions, appendices, exhibits, technical descriptions, scope of services, special provisions, etc.) to which it refers and which are deemed to be a part thereof.

SERVICES means all the services to be carried out by the CONTRACTOR pursuant to the ORDER.

COMPANY means "M.B. PETROLEUM SERVICES L.L.C." for whom the SERVICES are rendered.

CONTRACTOR means the natural person or the company or other entity which has undertaken to carry out the SERVICES which have been entrusted to him by the COMPANY.

### ACCEPTANCE OF THE ORDER

The contract is made only if the CONTRACTOR accepts without reservation the present General Conditions and when applicable, the Particular Conditions as defined in the ORDER.

The acceptance of the ORDER is established by the return to the COMPANY, within a delay of eight (8) working days from the dispatch of the ORDER, of the copy of the ORDER named "receipt notice", excluding all other documents, bearing the signature of the CONTRACTOR which means acceptance without reservation of the said Conditions.

Any beginning of implementation of the ORDER by the CONTRACTOR indicates his final acceptance of the present General Conditions and when applicable of the Particular Conditions of the COMPANY.

The provisional acceptance does not preclude the CONTRACTOR from formally sending back within the set delay the signed "receipt notice".

Any beginning of implementation without a previous ORDER from the COMPANY cannot commit the latter.

### MODIFICATION

Any modification to the ORDER must imperatively be implemented pursuant to an Addendum issued and accepted under the same conditions as set out in Article 2 hereabove.

### DUTY AND OBLIGATION OF THE CONTRACTOR

#### *General obligations*

The CONTRACTOR undertakes to carry out the SERVICES within the time-limits, in accordance with the practices of the industry and the provisions of the ORDER.

ص.ب. ٦٩٥ البريد المركزي، العنبر، الرمز البريدي ١١١، سلطنة عمان، تليفون: ٥٩١٦٠٦، فاكس: ٥٩١٥٣٠

P.O. Box 695 CPO, Seeb, Postal Code 111, Sultanate of Oman, Tel: 591606, Fax: 591530

E-mail: mboman@mbpetroleum.co.om -; Website : <http://www.mbpetroleum.com>





شركة محمد البرواني لخدمات النفط ش.م.م.  
MB PETROLEUM SERVICES L.L.C.

He recognises having full knowledge of his contractual obligations, of the conditions in which the SERVICES must be carried out and of the duties, burdens and charges pertaining to them.

In consequence no claim from the CONTRACTOR in order to modify the agreed prices, the time-limits set, the procedure of implementing his obligation or a claim to restrict his liability shall be accepted by the COMPANY.

#### ***CONTRACTOR's personnel***

The CONTRACTOR :

- undertakes to perform the SERVICES with competent personnel and in adequate number, in accordance with the applicable laws and regulations, mainly in respect of the industrial relations and the social coverage.
- guarantees the respect by his personnel of the laws and regulations applicable where the SERVICES are implemented and the observance by the said personnel of all applicable particular rules of safety.

#### ***Material means of the CONTRACTOR***

The CONTRACTOR undertakes :

- to make available and to use the material means necessary to carry out the SERVICES in conformity with the industrial practices and the contractual provisions.
- to ensure the maintenance, repair and replacement of the said material means.

#### ***Guarantees***

The CONTRACTOR guarantees :

- the proper design of the installation studies made by him,
- the proper implementation of his SERVICES,
- the time-limits.

The CONTRACTOR is solely liable towards the COMPANY for the overall implementation of these provisions.

If the SERVICES turn out be dissatisfactory due to a mistake, an omission or for any other reason, the CONTRACTOR shall make at his own expense the necessary corrections to comply with the provisions of the ORDER without waiving, when applicable, the provision for compensation for delay.

#### ***Sub-contracting***

The CONTRACTOR may not subcontract any part of the SERVICES without the previous written agreement of the COMPANY. This authorisation does not free the CONTRACTOR from any of his obligations pursuant to the ORDER. In particular, the CONTRACTOR is solely responsible towards the COMPANY as well as towards third parties of the subcontractors he has chosen and also of the proper and complete performance of the part of the SERVICES subcontracted.

#### **CONDITIONS OF ACHIEVEMENT OF WORK**

##### ***Time-limits - Compensation for delay***

The ORDER specifies the dates to implement the SERVICES. It can provide the compensation for delay, the amount of which shall be deducted from the CONTRACTOR's invoices, this compensation cannot be deemed as liquidated

ص.ب. ٦٩٥ البريد المركزي، العتیب، الرمز البريدي ١١١، سلطنة عمان، تليفون: ٥٩١٦٠٦، فاكس: ٥٩١٥٣٠  
P.O. Box 695 CPO, Seeb, Postal Code 111, Sultanate of Oman, Tel: 591606, Fax: 591530  
E-mail: mboman@mbpetroleum.co.om -; Website : <http://www.mbpetroleum.com>





شركة محمد البرواني لخدمات النفط ش.م.م.  
MB PETROLEUM SERVICES L.L.C.

damages in consideration of the damage suffered by the COMPANY. The existence of such provisions does not preclude the right of the COMPANY to terminate the ORDER as specified in Article 11.1 hereafter.

#### ***Control - Insurance - Quality***

The CONTRACTOR is bound to communicate upon the COMPANY's request the Programme of Quality Insurance that he will implement to satisfy all the quality requirements of the COMPANY defined in the contractual documents.

The COMPANY retains the right to verify, at any time, during the SERVICES, the progress of the Programme of Quality Insurance.

#### ***Completion of SERVICES acceptance***

In consideration of the nature of the SERVICES the ORDER may establish a procedure for acknowledgement of SERVICES such as an acceptance procedure of the complete file by the COMPANY. The payment of the last instalment of the invoicing schedule shall be made only upon the execution of the reception of the SERVICES.

### **FINANCIAL PROVISION**

#### ***Price***

The ORDER provides the means of payment to the CONTRACTOR. The price is understood all applicable taxes (if any) included, firm and not subject to revision. Prices of the ORDER express the full remuneration of the CONTRACTOR for the implementation of the SERVICES, the CONTRACTOR being presumed to have taken into account in his price all burdens, hardship, insurance premiums, etc. and also all taxes, payments and other legal levies which are to be borne by the CONTRACTOR by whatever method of computing or collecting.

In the field of taxation and any other legal contribution or levy pertaining directly to it, the CONTRACTOR is bound to fulfil in the required time all his obligations to the relevant administrations and shall indemnify and hold the COMPANY free and harmless from and against any relevant claim.

#### ***Invoicing, payments***

In the absence of particular conditions provided in the ORDER, the CONTRACTOR shall make a sole invoice at the end of the SERVICES.

Invoices shall bear the complete reference number of the ORDER, shall be drafted in full conformity with the conditions of the ORDER and be supported by the necessary justifications for their control.

Any invoice not in conformity with the contractual provisions shall be returned to the CONTRACTOR and the time-limits for the payment shall be postponed accordingly.

ص.ب: ٦٩٥ البريد المركزي، السعيب، الرمز البريدي: ١١١، سلطنة عمان، تليفون: ٥٩١٦٠٦، فاكس: ٥٩١٥٣  
P.O. Box 695 CPO, Seeb, Postal Code 111, Sultanate of Oman, Tel: 591606, Fax: 591530  
E-mail: mboman@mbpetroleum.co.om -; Website : <http://www.mbpetroleum.com>





شركة محمد البرواني لخدمات النفط ش.م.م.  
MB PETROLEUM SERVICES L.L.C.

The payment of the invoice in conformity shall be made forty-five (45) days after the receipt of the invoice.

In case of dispute on an invoice, the COMPANY shall only take into account the undisputed part of the invoice and the payment of that part shall be made upon request of the CONTRACTOR and shall be deemed an instalment payment.

## LIABILITIES - INSURANCES

### *Liability*

#### **Liabilities toward the Administration**

The CONTRACTOR guarantees the COMPANY against any claim which is the consequence of his failure or a failure of his personnel, sub-contractors and suppliers and their personnel to comply with the legislation of the country in which the SERVICES are rendered, i.e. Sultanate of Oman or abroad if the SERVICES or part of it, are performed outside Oman.

#### **Liability toward third parties**

The CONTRACTOR and the COMPANY shall be, individually, liable for all pecuniary consequences, whether directly or indirectly, of the civil liability they incur under the law in respect to all damages of whatever nature caused to third parties by their personnel or property or other contractors, subcontractors and suppliers, arising from the implementation of the SERVICES.

In consequence the Party liable for such damages shall hold free and harmless the other Party against any claim from a third party.

#### **Liability toward the other Party**

##### **A Bodily injury**

Each Party shall bear the full cost of any accident which may occur to the personnel it employs directly or indirectly in respect of the SERVICES and whoever may be responsible for the accident.

In consequence each Party waives its right of recourse against the other Party, the other contractors, subcontractors and suppliers for all damages to its personnel without prejudice to the right of the parties concerned or their successors and those of the Social Security or any similar body in a foreign country.

##### **B Damage to property**

Each Party shall bear the consequences of damages or losses caused thereto to the goods or properties belonging to it, whatever may be the cause.

In consequence each Party in its name and in that of its other contractors, subcontractors or suppliers which it shall indemnify and hold free and harmless waives its right of recourse against the other Party, its other contractors, subcontractors or suppliers, pertaining to such damages or losses.

##### **C Indirect losses**

Each Party waives its right of recourse against the other Party, the other contractors and subcontractors and suppliers for all indirect losses subsequent or non-subsequent to all damages of whatever nature caused by the fault of the other Party or the personnel acting on its behalf.

ص.ب. ٦٩٥ البريد المركزي، السعيد، الرمز البريدي ١١١، سلطنة عمان، تليفون: ٥٩١٦٠٦، فاكس: ٥٩١٥٣

P.O. Box 695 CPO, Seeb, Postal Code 111, Sultanate of Oman, Tel: 591606, Fax: 591530

E-mail: mboman@mbpetroleum.co.om -; Website : <http://www.mbpetroleum.com>





شركة محمد البرواني لخدمات النفط ش.م.م.  
MB PETROLEUM SERVICES L.L.C.

### **Insurance**

The CONTRACTOR shall, in due time and at his own expense, take out and maintain the necessary insurance policies covering all insurable risks for which he is liable under the CONTRACT and applicable laws and regulations. The COMPANY shall be entitled at all times to require certificates thereof. Each Party shall arrange to obtain from its insurers the necessary waivers of their rights of recourse.

### **PROPRIETARY RIGHTS AND PATENTS**

*Each Party remains the holder of the proprietary rights vested before the beginning of the SERVICES.*

*Technical documents of any kind, such as plans, computation notes, lists of materials, schemes, details of installation and specifications furnished to the CONTRACTOR by the COMPANY, will remain the exclusive property of the COMPANY.*

Technical documents of any kind, such as plans, computation notes, lists of materials, schemes, details of installation and specifications prepared by the CONTRACTOR will be the exclusive property of the COMPANY.

*The results of the SERVICES will be the exclusive property of the COMPANY, and he will benefit from the exclusive right to apply for patents pertaining to any invention made during or in connection with the SERVICES.*

The CONTRACTOR shall provide the COMPANY with his know-how and shall indemnify and hold the COMPANY free and harmless from and against all claims or actions from holders or licensees of any proprietary and/or patent and/or trademark rights and arising in connection with or during the performance of the SERVICES. The CONTRACTOR shall indemnify and hold the COMPANY free and harmless from and against any damages and expenses incurred by COMPANY as a result.

### **PROFESSIONAL SECRECY AND OBLIGATION OF CONFIDENTIALITY**

The CONTRACTOR undertakes and guarantees for his personnel and subcontractors the respect of the obligation not to divulge to anyone, either directly or indirectly, any news, information or any documents obtained or made during the implementation of the SERVICES and pertaining to the activities of the COMPANY, his subcontractors or companies and bodies of Daleel Petroleum Company L.L.C., their associates, subcontractors suppliers or contractors and their clients. Furthermore the CONTRACTOR undertakes to deliver to the COMPANY, and this at the latest by the end of the implementation of the SERVICES, all documents, material, and powers of attorney which could have been delivered to his personnel during the SERVICES.

These undertakings shall be valid in the event of suspension, termination or after the implementation of the SERVICES. The COMPANY retains the right, it necessary, to make a member or members of the CONTRACTOR's personnel subscribe to a particular undertaking of secrecy.

### **FORCE MAJEURE**

*Force majeure means any event beyond the control of the party concerned having both an unforeseeable and insurmountable nature preventing the performance of either all or part of the ORDER. Acts including the strike of the CONTRACTOR's, subcontractors' or suppliers' employees, agents or representatives shall in no case constitute force majeure circumstances.*

The Party claiming force majeure shall within a maximum period of eight (8) days from the occurrence of the force majeure event (failing which it shall not be entitled to avail itself thereof) (i) notify the other Party of this event, giving evidence of its force majeure nature (ii) indicate its estimated duration and (iii) inform the other Party of the steps taken or which it intends to take.

ص.ب. ٦٩٥ البريد المركزي، السيب، الرمز البريدي 111، سلطنة عمان تليفون: ٥٩١٦٠٦، فاكس: ٥٩١٥٣

P.O. Box 695 CPO, Seeb, Postal Code 111, Sultanate of Oman, Tel: 591606, Fax: 591530

E-mail: mboman@mbpetroleum.co.om - Website : <http://www.mbpetroleum.com>





شركة محمد البرواني لخدمات النفط ش.م.م.  
MB PETROLEUM SERVICES L.L.C.

*As a result of the occurrence of a force majeure event, the Parties' performance of the obligations affected shall be suspended ; accordingly, each Party shall bear the costs respectively incurred in connection with the same. Should force majeure render the performance, or continued performance of the SERVICES impossible, the COMPANY shall be entitled to exercise any or all of the following options :*

- determine the steps to be taken, with the CONTRACTOR's agreement, during the period of suspension ;
- propose a modification of the ORDER to take into account the new situation provided that the CONTRACTOR shall not avail himself of such modification (e.g. reduction in the extent of the SERVICES) to claim any indemnity whatsoever or any additional remuneration ;
- terminate the ORDER with retroactive effect to the date on which the SERVICES were interrupted, without payment of compensation to the CONTRACTOR other than payment for the part of the SERVICES performed to the date of interruption.

#### **TERMINATION**

*The CONTRACT may be terminated by the COMPANY in the event of a serious breach by or default of the CONTRACTOR and in particular and without limitation, in the event of violation of applicable laws and regulations, or misrepresentation with respect to the means, interruption of the SERVICES, excessive delays or poor workmanship in the implementation of the SERVICES, and also in the event of subcontracting of the SERVICES without the COMPANY's prior consent.*

Should the CONTRACTOR fail to remedy any such breach or default within eight (8) days from receipt of the formal notice addressed to him in writing by the COMPANY, the latter shall be entitled to automatically terminate the ORDER without any additional formal action and without prejudice to any claim for damages.

*Even if the CONTRACTOR has not failed in his obligations, the COMPANY may at any time, before or after commencement of the SERVICES, terminate the ORDER either wholly or in part without having to justify the reasons for such termination.*

In such a case the Parties shall come to an agreement as to a termination indemnity for the direct loss incurred by the CONTRACTOR as a result of such termination.

*The COMPANY shall likewise be entitled to terminate the ORDER in the event of the death of the CONTRACTOR.*

#### **ASSIGNMENT**

Unless previously agreed upon by the COMPANY, the CONTRACTOR shall not assign in any way the ORDER or part of the ORDER or any benefit or interest thereof.

Subject to having first informed the CONTRACTOR, the COMPANY shall be entitled to freely assign the ORDER or part of the ORDER or any benefit or interest thereof.

#### **RULE OF COURT - LIQUIDATION - DEATH OF CONTRACTOR**

In the event of a compulsory winding up or rule of Court against, or voluntary liquidation or personal bankruptcy of the CONTRACTOR, the COMPANY shall have the option to terminate the ORDER by simple written notification and without compensation, unless he decides to continue the SERVICES with the liquidator or trustee or unless the latter decides to continue to perform the ORDER.

ص.ب. ٦٩٥ البريد المركزي، العنبر، الرمز البريدي ١١١، سلطنة عمان، تليفون: ٥٩١٦٠٦، فاكس: ٥٩١٥٣  
P.O. Box 695 CPO, Seeb, Postal Code 111, Sultanate of Oman, Tel: 591606, Fax: 591530  
E-mail: mboman@mbpetroleum.co.om -; Website : <http://www.mbpetroleum.com>





شركة محمد البرواني لخدمات النفط ش.م.م.  
MB PETROLEUM SERVICES L.L.C.

#### SETTLEMENT OF DISPUTES

The ORDER will be governed by, construed and interpreted according to the Laws of the Sultanate of Oman.

Should an amicable settlement not be reached in the event of disputes arising out of the performance or the interpretation of the ORDER, the disputes shall be submitted:

- if both Parties agree, to a single arbitrator mutually agreed. In case, both Parties agree to abide by the arbitrator's award, such award being final.
- if both Parties cannot agree upon an arbitrator within fifteen days, to the International Chamber of Commerce and settled according to the rules of Conciliation and Arbitration of the said Chamber.

The arbitration award will be final and binding on both Parties. The place of Arbitration shall be Muscat, Sultanate of Oman, and the arbitration shall be conducted in English language.

The Chairman of the arbitration panel shall be a lawyer licensed under English Law.

Both Parties agree to keep the contents of the arbitration proceedings strictly secret.

The existence of an arbitration procedure during the performance of the Contract shall not suspend the contractual obligations of the Parties.

#### APPLICABLE LAW

The ORDER, its performance and consequences thereof, shall be governed by the laws of the Sultanate of Oman.

#### NOTICES

In the absence of information on the ORDER, CONTRACTOR and COMPANY are deemed to have chosen as their address the address of their registered place of business.

Any correspondence shall be valid when sent to the address chosen by the parties in the ORDER or, in its absence, to their registered place of business.

ص.ب: ٦٩٥ البريد المركزي، السعيب، الرمز البريدي: ١١١، سلطنة عمان، تليفون: ٥٩١٦٠٦، فاكس: ٥٩١٥٣  
P.O. Box 695 CPO, Seeb, Postal Code 111, Sultanate of Oman, Tel: 591606, Fax: 591530  
E-mail: mboman@mbpetroleum.co.om -; Website : <http://www.mbpetroleum.com>

