

**(Any Applicable Agreement Between The Parties Shall Control & Govern Over These Terms & Conditions)**

**Standard Purchase Order for Goods & Services – Trinidad**

Goods and/or Services, to be provided to **BHP BILLITON (TRINIDAD-2C) LTD.** or an Affiliate (“Company”), by contractor (“Contractor”), sometimes collectively referred to as (“Parties”) or individually as a (“Party”), shall be governed by the terms and conditions of this purchase order (“Order”). Any additions to or modifications of the terms and conditions in this Order, or other terms and conditions contained in Contractor’s invoice, receipt or any other document utilized by the Parties in the course of business shall not vary or alter the terms and conditions of this Order unless accepted in writing by an authorized representative of Company.

**EQUIPMENT AND PERSONNEL** - Contractor shall furnish, at its own expense and risk, all labor, supplies, Equipment and other items necessary or incident to the performance of this Order. Contractor shall provide and maintain in good working order Equipment that is suitable for the performance of its obligations hereunder. Company shall have the continuing right to inspect and reject for a shown reasonable cause any item of Equipment furnished by Contractor and Contractor shall promptly repair or replace the rejected item. On Company’s request, Contractor shall promptly replace any of the Personnel furnished by Contractor under this Order at Contractor’s sole cost. Contractor, at its expense, shall obtain all permits, licenses, certificates or other administrative authorizations as may be required by governmental authority or as may be necessary or incident to Contractor’s performance including, but not limited to, the proper licensing and certification of Personnel.

**INDEPENDENT CONTRACTOR** - Company and Contractor expressly acknowledge and agree that Contractor is an independent contractor with respect to the performance of its obligations under this Order. Contractor has the authority to control and direct the performance of the details of the provision of the Goods and/or Services to be provided hereunder and Company is interested only in the result obtained by Contractor. Company has the general right of inspection, consultation and supervision provided herein in order to secure the satisfactory completion of any of the Goods and/or Services to be provided. Neither Contractor nor any member of Contractor Group shall be deemed an employee or act as agent or employee of Company.

**SUBCONTRACTORS** - Contractor shall, prior to contracting with any Subcontractors for the furnishing of any portion of the Goods and/or Services, obtain Company’s express, prior written consent. Contractor shall remain responsible for all obligations and liabilities in connection with Subcontractor, including its acts or omissions, but neither Contractor nor Subcontractor shall be entitled to the benefit of any obligations that might otherwise be owed by Company in connection with said Subcontractor. Any Goods and/or Services provided by a Subcontractor shall be deemed part of the Goods and/or Services provided hereunder and shall be subject to this Order and Contractor shall be fully responsible for all such labor and Goods and/or Services. Contractor shall ensure that all Subcontractors comply with this Order and all applicable statutes, rules, regulations, and any health, safety and environmental guidelines requested by Company.

**COMPLIANCE WITH HEALTH, SAFETY & ENVIRONMENTAL STANDARDS** - Contractor shall comply with the requirements of Company’s Health, Safety & Environmental Conditions and Company’s Drug and Alcohol Policy at <http://www.bhpbilliton.com/bb/bhpBillitonSuppliers.jsp> or the then current equivalent policy. Contractor shall comply with all applicable local, state and federal laws and regulations applicable to it with respect to the possession or use of, and testing for, drugs and alcohol, and shall if required by law, maintain a written policy with respect thereto, which shall be provided to Company upon request. If Contractor’s policy is administered through an organization that has adopted a program for the benefit of its members, Contractor shall upon request identify such organization and provide adequate proof that Contractor is in full compliance with such program. Any policy maintained by Contractor shall be no less stringent than Company’s current Drug and Alcohol Policy and shall contain authority for Company to conduct searches and testing for drugs and alcohol. Contractor’s drug and alcohol policy shall be subject to periodic audit by Company. Whether or not Contractor maintains its own drug and alcohol policy, and whether or not any such policy is consistent with Company’s Drug and Alcohol Policy, Contractor hereby agrees that Company Group shall always have the right to conduct searches, and administer tests for drugs and alcohol, on the person and belongings of Contractor Group on or before entering any property which is owned or operated by Company Group. In furtherance thereof, Contractor shall assure that Contractor Group has been made aware of such policy before entering upon or at any time while on a property which is owned or operated by Company Group or while providing Goods and/or Services to Company and signed a consent form providing for search and testing. Contractor shall maintain such signed consent forms in its records and shall provide Company with the signed consent form of any member of Contractor Group immediately upon request. If Contractor is self-employed, a signed consent form shall be submitted to Company before entering upon a property owned or operated by Company Group or while providing Goods and/or Services to Company. Any member of Contractor Group who refuses to sign a consent form or refuses a search or to submit to drug or alcohol testing when requested by Company Group shall be removed from the premises of a property which is owned or operated by Company Group. Refusal by any member of Contractor Group to consent or submit to drug or alcohol search or testing shall be deemed to be a material breach of this Order and shall be grounds for immediate termination of this Order, at Company’s sole option.

**CONTRACTOR’S OBLIGATIONS & WARRANTIES** - Contractor warrants, represents and agrees with Company as follows:

Contractor is a corporation or other legal entity, which entity is duly formed and existing under the laws where incorporated or otherwise formed and as of the date of this Order is in good standing thereunder.

Contractor shall provide the Goods and/or Services required hereunder with due diligence and in a safe, competent and workmanlike manner, in strict conformity with this Order and the requirements of all statutes, rules and regulations of any agency or other governmental authority having jurisdiction, in accordance with the highest standards of petroleum industry practices, and in accordance with any health, safety and environmental policies and guidelines requested by Company. Contractor has adopted or shall adopt reasonable safety policies and guidelines, which are consistent with Company’s guidelines and Contractor shall cause its Personnel to comply with such policies and guidelines. If Contractor’s current guidelines are not consistent with Company’s guidelines, Contractor shall, at the request of Company, supplement such guidelines.

Contractor possesses skilled Personnel and the proper Equipment for the provision of the Goods and/or Services, as well as the technical competence, financial capability and management skills for the performance of Contractor’s obligations hereunder. Contractor shall cooperate with Company to implement standards of quality consistent with any quality management system or process indicated by Company. Contractor Group shall observe, and shall cause its Personnel and other representatives to observe, the highest ethical and personal standards in the performance of this Order. Contractor Group shall not accept or give or promise to give gifts, trips, entertainment or other favors from or to Other Contractors, Company’s suppliers or customers. Contractor shall use its best efforts not to impede or interfere with any activities being carried out by or on behalf of Company and shall leave Company’s premises in a clean, orderly state and fit for immediate use.

Contractor shall provide all Goods free from defects in design, material and workmanship, and in compliance with the latest revision API standards or any other standards specified by Company. Contractor shall, at its own expense, repair or replace any Defective Goods during the Warranty Period. If the repair or replacement is impossible then Contractor shall credit Company with an amount equal to the price charged to Company for the Defective Goods. Contractor shall, at its own expense, re-perform any Defective Services during the Warranty Period. Acceptance of all or any part of the Goods and/or Services shall not constitute a waiver of, or have any effect on, Company’s rights hereunder. Such rights shall be in addition to any other remedies provided at law.

At all reasonable times, Contractor shall ensure Company has the right and ability to inspect, examine and witness tests and/or the test results relating to the Goods and/or Services at any Site and carry out Site inspections. Any review, inspection, examination or witnessing of testing that Company may undertake does not relieve Contractor of its responsibilities under this Order. If, as a result of Company's review, inspection, examination, or witnessing of testing, Company is not satisfied that the Goods and/or Services will comply in all respects with this Order and Company informs Contractor in writing of Company's dissatisfaction, Contractor shall take such steps as are necessary within thirty (30) calendar days to ensure compliance with this Order. Company has the right to withhold any payment of money due to Contractor until such time as the Goods and/or Services comply with this Order. Company will not be deemed to have accepted any Goods until Company has had a reasonable time to inspect the Goods after delivery and to inspect and test the results of any Goods and/or Services provided. Payment for the Goods or the signing of delivery receipts before inspection does not constitute acceptance of the Goods by Company. Company's inspection, testing or acceptance of some or all of the Goods and/or Services does not in any way change or affect Contractor's obligations under this Order or affect Company's rights to a Claim due to Contractor's breach of warranty or failure to fulfill any of its other obligations under this Order. If Company elects to accept any Goods from Contractor which do not comply with the terms of this Order, this decision does not bind Company to accept future shipments of Goods which do not comply with the terms of this Order. Title to and risk in the Goods does not pass to Company until Company takes delivery, inspects and accepts the Goods as set forth in this Order. Contractor shall pay all applicable customs, excise, import and other duties unless otherwise agreed to by the Parties in writing. Contractor warrants that it has complete ownership of the Goods, free of any liens, charges and encumbrances and will provide the Goods to Company on that basis and that Company will be entitled to clear, complete and quiet possession of the Goods. The obligations of this Article shall survive termination of this Order.

**CONTRACTOR'S COMPLIANCE WITH LAWS**- Contractor certifies that, unless specifically exempted, all supplies, Equipment, Goods and/or Services furnished by it under this Order have been manufactured, processed and delivered and all labor will be performed in full conformance with all applicable laws, including all local ordinances and state laws, rules and regulations. With respect to its performance hereunder, Contractor Group shall observe and comply with all applicable federal, state, local and international laws, rules and regulations. Contractor Group shall conduct its business in good faith with all parties and shall not engage in any unlawful practices. Further, Contractor Group shall comply with the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended, and in that connection shall not undertake nor cause to be undertaken any activity which is illegal under the laws of the United States of America or the laws of Trinidad and Tobago, including, to the extent applicable, any other similar international laws or acts which prohibit bribery or foreign corrupt practices in the jurisdiction in which the Goods and/or Services are provided; and Contractor Group shall not directly or indirectly offer, pay, promise to pay, or authorize the payment of anything of value, to an employee of any government or any department, contractor, instrumentality or wholly-owned corporation thereof, or any persons acting in an official capacity for or on behalf of any such government or department, contractor, instrumentality or wholly-owned corporation thereof, or any candidate for political office in any foreign jurisdiction or to any Person, while knowing or having reason to know that all or a portion of such thing of value will be offered, given or promised, directly or indirectly, to a government official for the purpose of influencing any act or decision of such government official, including a decision to fail to perform his official functions, or inducing such official to do or omit to do any act in violation of the lawful duty of such official; or inducing such government official to use his influence with the government or instrumentality in order to assist Company in obtaining or retaining business for or with, or directing business to any Person. Contractor agrees to notify Company immediately of any extortive solicitation, demand or other request for anything of value, by or on behalf of any government official relating to this Order. Contractor further agrees that in relation to all Goods and/or Services to be provided, to maintain adequate internal controls and properly record and report all transactions and maintain accurate books and records in the English language. Contractor shall promptly answer in reasonable detail any questionnaire or other written or oral communication from Company or its internal or outside auditors, to the extent same pertains to compliance with

this Article and shall furnish documentary support for such response upon request from Company. The obligations of this Article shall survive termination of this Order.

**CONFIDENTIALITY**-During the course of providing the Goods and/or Services, Contractor Group may be exposed to Confidential Information. Contractor agrees that any and all Confidential Information in any form maintained or created, whether documented or electronically stored or otherwise, that Contractor Group may be exposed to, shall at all times during the Contractor's performance hereunder and thereafter remain confidential. Contractor Group shall not directly or indirectly disclose to any Third Party any Confidential Information without the prior written consent of Company, nor use any such Confidential Information for its or their benefit. Contractor shall be solely liable for ensuring that Confidential Information shall at all times remain confidential and for all Claims suffered by Company as a result of a breach by Contractor Group of this obligation. If required, Company may, in its discretion, require Contractor Group to execute written confidentiality agreements in favor of Company. The obligation of confidentiality in this Article shall not apply to information and materials which: (i) now or hereafter becomes a part of the public domain other than as a result of a wrongful act or omission by Contractor Group; (ii) are disclosed to Contractor by a party who has the lawful right to make such disclosure; (iii) are required to be disclosed by Contractor in response to a judicial or administrative process from a court or governmental body of competent jurisdiction with lawful authority to demand the production of same (provided that Contractor has given written notice to Company prior to such disclosure); (iv) are currently in Contractor's possession and Contractor has no obligation to keep such confidential; or (v) are developed by Contractor without the benefit or use of the Confidential Information. The obligations of this Article shall survive termination of this Order.

**INTELLECTUAL PROPERTY** - The Contractor must, at its own cost, obtain (where necessary in the Company's name) all necessary rights and licenses to Intellectual Property subsisting in any matter, thing or process (including documentation, drawings and software) used or to be used by or on behalf of the Contractor in providing the Goods and/or Services. All subject matter created by Contractor pursuant to this Order which is protectable by copyright is to be considered a work-made-for-hire and Company shall be the sole author of such work and the owner of all of the rights comprised in the copyright of such work. The provision of Goods and/or Services under this Order may involve the creation of Intellectual Property. If this is the case, then as partial consideration for Contractor's engagement by Company, the Parties agree that all Intellectual Property created during Contractor's performance hereunder shall vest in and is the property of the Company upon it coming into existence and Contractor agrees to assist Company in every legal way to evidence, record and perfect the assignment of such Intellectual Property. The Company shall grant the Contractor a non-exclusive, non-transferable, irrevocable, royalty free license of any Intellectual Property obtained by Company under this Order, excluding the right to sublicense, for Contractor's use only. Contractor covenants to Company that any Intellectual Property created or utilized by it in relation to the Goods and/or Services will not infringe the Intellectual Property or proprietary rights of any Third Party, any member of Company Group or any member of the Contractor Group and hereby further agrees to indemnify, defend and hold Company Group harmless from and against all Claims arising or related to a breach of such covenant. Contractor shall notify the Company in writing, immediately, upon becoming aware of any actual or potential, breach or infringement of any Intellectual Property related to this Order, including any amounts claimed as damages (if any); or any injunction or other order. If the Company or Contractor is enjoined or prevented from the right to perform or utilize any portion of the Goods and/or Services for their intended purpose due to or in connection with a Claim for alleged breach of Intellectual Property for which the Contractor is responsible, the Contractor shall at its own expense take all steps necessary to procure for the Company the right to perform or utilize the affected portion of the Goods and/or Services for their intended purpose. If the Contractor is unable to procure such rights within such time as the Company directs, the Contractor shall promptly, at its own expense, comply with any direction by the Company to: (i) modify the Goods and/or Services or the relevant portion thereof; (ii) replace the affected part of the Goods and/or Services, so as to overcome the infringement of the property right concerned; (iii) remove the affected part of the Goods and/or Services and compensate the Company for any Claim incurred by the Company thereby; or (iv) acquire a license for the Company to use such Intellectual Property and any such direction shall not constitute a change in the scope of this Order. The obligations of this Article shall survive termination of this Order.

**TERM & TERMINATION** - The term of this Order shall commence upon acceptance of this Order by Contractor and shall then terminate (i) upon the completion of Contractor's obligations described herein or (ii) immediately upon Company exercising its right to terminate with or without cause by giving notice to Contractor at any time.

**RATES, PAYMENT & TAXES** - Company shall pay Contractor for Goods and/or Services provided in accordance with the rates, sums and prices agreed by the Parties pursuant to this Order. In the event of a dispute as to all or any portion of an invoice, Company may withhold the disputed amount. In any event, however, payment of an invoice does not constitute acceptance of the correctness of the invoice, and Company may, whether or not a charge is disputed, pay the charge without waiver of Company's right to dispute the accuracy of the charge and seek reimbursement at a later time. In addition, Company may, upon request, require Contractor to furnish Company with: (i) satisfactory evidence of the validity and proper payment by Contractor of all charges incurred by Contractor thereunder, (ii) verification satisfactory to Company of Goods and/or Services provided, (iii) verification of satisfactory receipt, installment and provision of all Goods and/or Services to which such payment relates, (iv) proof that all Claims against Contractor by its suppliers and Subcontractors for labor, goods, equipment and services of any kind furnished in connection with Contractor's obligations under this Order have been fully paid and satisfied, and (v) proof that all liens, Claims and privileges of Contractor's suppliers and Subcontractors, and Claims not covered by insurance, arising out of Goods and/or Services provided in connection with Contractor's obligations under this Order have been fully released or satisfied. Company shall not be obligated to pay any invoice that is not submitted in strict accordance with the Company's invoicing procedures.

**Invoicing Procedure** - Invoices presented under the Order must conform to the invoice and documentation requirements specified below and such other documentation as Company may reasonably require in order to verify the invoice. The purpose of the following is to describe the appropriate invoice data and documentation that will be necessary to substantiate the compensation payable under the terms of the Order.

Invoices must be legible, written in English, show the Order number, reflect the quantities being shipped, and be accompanied by all required supporting documents. Contractor shall submit all invoices on a timely basis, but no later than 60 days from the date the charges were incurred. Company shall not accept invoices submitted by Contractor after the end of such 60-day period. Failure by Contractor to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Contractor unpaid for further documentation. Payment terms shall be net thirty (30) days from receipt of a proper invoice and required documentation.

Contractor shall utilize one of the following invoicing methods, listed in the order of preference by Company:

- (i) Invoices Submissions Resulting from SAP Purchase Orders.
- (ii) Evaluated Receipt Settlement (ERS); or
- (iii) E-Invoicing Using the Quadrem Supply Center.

For invoicing submission utilizing (ii)-(iii) above, please contact the BHP Contracts Specialist listed on this Order for any questions or instructions, as necessary. For invoicing submission utilizing (i) above, please see instructions directly below.

#### **Criteria for Invoice Submissions Resulting from SAP Purchase Orders**

1. All Contractor Companies registered in Trinidad and Tobago and in possession of a valid Value Added Tax (V.A.T) certificate registered with the Board of Inland Revenue shall present one original invoice to:

**BHP Billiton (Trinidad -2C) Limited**  
PO Box 5162  
Tragarete Road  
Port of Spain  
Trinidad & Tobago, W.I.  
Attention: Accounts Payable Dept.

**Please Note:** If the supplier is V.A.T. registered, the words "Tax Invoice" should be shown prominently on the statement, the V.A.T. number, the rate and amount of V.A.T. for the charges, and the total value of the invoice including V.A.T..

2. All other invoices shall be submitted directly to BHP Billiton's shared services invoice processing department in accordance with the following:

- Submit Invoices for BHP Billiton via email to the following address: [psinvoices@bhpbilliton.com](mailto:psinvoices@bhpbilliton.com)
- Submit invoices in **one** of the following formats - .tif, .pdf, word, .gif or .jpg.
- **ONE invoice** per email, including any supporting documentation, e.g. signed timesheets. Scanned images should be clear and legible. Do not exceed file size of more than 3MB per e-mail.
- Do not send "copy" invoices UNLESS requested by Payment Services.

**Email enquiries to:** [PetroleumGlobalVendorQueries@bhpbilliton.com](mailto:PetroleumGlobalVendorQueries@bhpbilliton.com)

**Phone enquiries:** Call United States (Toll free) at 1-800-2472

**Changes to Bank Information.** For any changes to Contractor's bank account information, address or phone number, please contact the BHP Billiton Contracts Specialist listed on this Purchase Order.

**Payroll, Sales and Withholding Tax** - Contractor shall include in its rates and invoices, and where applicable, shall pay all Taxes (including, without limitation, all payroll, income, sales and use, excise, FICA, FUTA, VAT, state unemployment and workmen's compensation, withholding and/or payment obligations) and assessments on labor. Irrespective of where Goods and/or Services are provided, Contractor shall remain solely liable for any Taxes due and payable resulting from its performance or compensation paid for the Goods and/or Services. If Company is obliged by the law of the country of operations or instructed by its government or political sub-divisions thereof, and to the extent that such withholding is required, Company may, without liability to Contractor, withhold Taxes from payments made by Company to Contractor. In such circumstances, Company shall submit written notice to the Contractor advising Contractor of the full particulars regarding the obligation to withhold or the instructions received by Company. All withheld Taxes shall be for the account of the Contractor irrespective of where Goods and/or Services are provided and payment of Contractor's invoices will be inclusive of any Taxes or similar charges. Contractor's payments shall not be grossed-up if Company is required by law to withhold. If any government or taxing authority determines Taxes should have been imposed on a payment already made, but in fact did not occur, then Company may pay such amount and Contractor shall reimburse Company or Company may offset the amount paid by Company from any amounts owed to Contractor.

**Audit** - Contractor shall maintain a complete and correct set of records pertaining to all aspects of this Order, including the performance hereof by Contractor Group. Company shall, in order to verify that all transactions between Company and Contractor hereunder shall satisfy all of the terms and conditions of this Order, have the right, by audit conducted by Company or by independent auditor, at Company's election, to inspect and audit those records of Contractor pertaining to the Order hereunder within a period of four (4) years from the provision of Goods and/or Services. Should the results of any audit so require, appropriate adjustments or payments shall be made by the Parties. The obligations of this Article shall survive termination of this Order.

**INSURANCE** - It is expressly acknowledged and agreed by the Parties that the insurance coverages required by these insurance provisions shall in no way limit, alter, decrease or eliminate the liability of either Party as assumed or stated elsewhere in this Order. The obligations of this Article shall survive termination of this Order. Contractor shall maintain at its own cost and expense such insurance with adequate territorial provisions in the types and amounts described herein, from an insurer with a minimum financial rating by AM Best of A VII or equivalent during the period of this Order qualified to do business in the jurisdiction where the Goods and/or Services will be provided. All of Contractor's policies of insurance shall, with respect to the risks and liabilities assumed by Contractor under this Order: (i) name all members of Company Group as additional insureds under such policies, except for Workers' Compensation Insurance coverage on a broad form basis (with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (a) "ongoing operations,"; (b) coverage for vicarious liability, or (c) circumstances in which the named insured is partially negligent); (ii) contain provisions stating that the policies affording coverage shall apply as primary insurance without right of contribution via counterclaim, offset or otherwise from any other policies available to Company Group providing any coverage to any members of Company Group; and (iii) contain provisions stating that the insurers waive all rights of subrogation against the members of Company Group. Upon request of Company, Contractor shall, prior to performing any obligation hereunder, furnish Company with certificates of insurance in accordance with the coverages hereinafter prescribed, which insurance shall provide for thirty (30) days prior written notice to Company of reduction, material change, non-renewal, or cancellation of any coverage. Failure of Company to object to Contractor's failure to furnish such certificates, or to any defect in such certificates, or to the failure to secure such endorsements on the policies as may be necessary to carry out the provisions of this Order, shall not be deemed a waiver of Contractor's obligation to furnish the insurance coverages as prescribed herein nor relieve Contractor from any of its obligations under this Order. Except as expressly set forth herein, deductibles and self-insurance retentions, if any, shall be the sole responsibility of Contractor with respect to liabilities undertaken by Contractor hereunder. If Contractor shall fail to provide the insurance required by this Order, Company shall have the right to terminate this Order forthwith or Company may secure such insurance and charge the cost of the same to Contractor or deduct such costs from amounts otherwise payable to Contractor. In the event that liability for any loss or damage is denied by the underwriter(s) of Contractor, in whole or in part, for any reason, or if Contractor fails to maintain any of the required insurance, Contractor shall become an insurer to the extent of any such failure and shall, in addition, indemnify and hold harmless Company Group against all Claims which would otherwise be covered by said insurance. The obligations of Contractor with respect to the provision of insurance under this Order are separate and apart from Contractor's indemnification obligations under this Order and Contractor's indemnification obligations shall not be limited in amount or in scope to coverages provided by insurance required by this Order. Contractor shall provide the following insurance with the minimum limits of coverage as indicated:

**Workers' Compensation Insurance** complying with all applicable laws and including Employers' Liability Insurance of TT\$1,000,000.00, per accident, including coverage for occupational disease. If Contractor's performance is on, near or above water, such policies shall include United States Longshore and Harbor Workers' Compensation Act coverage and including coverage under the Jones act, Death on the High Seas Act, Outer Continental Shelf Lands Act and Maritime Laws in which case minimum limits of Employers' Liability Insurance will be at least TT\$5,000,000.00 per occurrence, including transportation, wages, maintenance and cure.

**Commercial General Liability Insurance** on an occurrence form covering bodily injury and property damage, including broad form coverage for contractual liability, sudden and accidental pollution, action over coverage, deletion of any non-owned watercraft exclusion, and including products and completed operations coverage for a minimum of two years, with a combined single limit of not less than TT\$1,000,000.00 per occurrence and not less than a TT\$2,000,000.00 annual aggregate limit. If vessels are provided, the policy shall contain an endorsement to the policies stating that a claim "in rem" shall be treated as a claim "in personam." If coverage is to be written on a claims made or occurrences reporting form, the retroactive date cannot be later than the inception of the date of Contractor's performance and must include extended reporting for at least two years.

**Commercial Automobile Liability Insurance** covering all owned, hired and non-owned vehicles with a minimum combined single limit of not less than TT\$1,000,000.00 per occurrence.

If the provision of the Goods and/or Services pursuant to this Order requires Contractor to provide watercraft, Contractor shall carry or require the owners of the water craft to carry Hull and Machinery Insurance (including Collision Liability) in an amount not less than the market value of the watercraft, Protection and Indemnity Insurance, including coverage for crew liability, pollution liability and liability for removal of wreckage, in an amount not less than the market value of the water craft or TT\$10,000,000.00 whichever is greater, Charterer's Legal Liability Insurance in an amount not less than the market value of the watercraft or TT\$10,000,000.00 whichever is greater, and if the watercraft engages in towing operations, tower's insurance in an amount not less than the market value of the watercraft or TT\$10,000,000.00 whichever is greater. All of such insurance coverages under this Article shall be endorsed as follows: (i) to delete any language in any policy which reduces or limits coverage for Company Group in the event of the Limitation of Liability statute; (ii) to provide full coverage for Company Group without regard to liability "as owner" of the vessel and to delete any "as owner" clause and any other language which limits, or purports to limit, the coverage afforded to an insured or an additional insured who is not a ship owner, and to include coverage for all additional insureds in any capacity in which they may be held liable; and (iii) to include voluntary removal of wreck/removal of debris coverage.

If the performance of this Order requires Contractor to provide aircraft, including, but not limited to, helicopters, Contractor shall carry or require the owners of the aircraft to carry All Risk Hull Insurance in an amount equal to the replacement value of the aircraft, and Bodily Injury Liability, including Passenger Liability and Public Liability, of not less than TT\$4,000,000.00 per passenger seat in any one occurrence and TT\$5,000,000.00 for loss or other damage to property in any one occurrence. Such insurance shall include Guest Voluntary Settlement and coverage of Death on the High Seas Act claims.

**Umbrella Liability Insurance** providing coverage in excess of the coverages to be provided by Contractor above (with the exception of Workers' Compensation insurance), which shall provide coverage at least as broad as the underlying policies. The minimum limits for such umbrella liability insurance shall be: TT\$50,000,000.00 per occurrence if watercraft or aircraft provided, TT\$20,000,000.00 per occurrence if on, near or above water, or TT\$10,000,000.00 per occurrence in all other cases.

**LIABILITY AND INDEMNITY** - THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS ARTICLE COMPLIES WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS ORDER HAS PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE OTHER PARTY AND ITS GROUP. The Parties agree that the indemnity and insurance obligations contained in this Order are separate and apart from each other, such that failure to fulfill the indemnity obligations does not alter or eliminate the insurance obligations or vice versa. The Parties expressly acknowledge that the indemnity obligations set forth in this Order shall survive the termination of the Order.

**Indemnity by Contractor** - CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR IN CONNECTION WITH THE PROVISION OF THE GOODS AND/OR SERVICES INCLUDING INGRESS OR EGRESS OF PERSONNEL OR LOADING OR UNLOADING OF CARGO, FOR: (I) ANY INJURY, DEATH OR ILLNESS SUFFERED BY ANY MEMBER OF CONTRACTOR GROUP; AND (II) ANY DAMAGE TO OR LOSS OF ANY EQUIPMENT, MATERIALS, VESSELS OR OTHER PROPERTY OF ANY MEMBER OF CONTRACTOR GROUP; REGARDLESS OF WHETHER CAUSED BY OR THE RESULT, IN WHOLE OR IN PART, OF THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFULL MISCONDUCT (WHETHER SOLE, CONCURRENT, JOINT, ACTIVE, OR PASSIVE) OR FAULT OF ANY MEMBER OF COMPANY GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING STRICT LIABILITY, PREMISES LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE UNSEAWORTHINESS OF ANY VESSEL OR UNAIRWORTHINESS OF ANY AIRCRAFT AND INCLUDING PRE-EXISTING CONDITIONS.

**Indemnity by Company** - COMPANY SHALL PROTECT, DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR IN CONNECTION WITH THE PROVISION OF THE GOODS AND/OR SERVICES INCLUDING INGRESS OR EGRESS OF PERSONNEL OR LOADING OR UNLOADING OF CARGO, FOR: (I) ANY INJURY, DEATH OR ILLNESS SUFFERED BY ANY MEMBER OF COMPANY GROUP; AND (II) ANY DAMAGE TO OR LOSS OF ANY EQUIPMENT, MATERIALS, VESSELS, OR OTHER PROPERTY OF ANY MEMBER OF COMPANY GROUP; REGARDLESS OF WHETHER CAUSED BY OR THE RESULT, IN WHOLE OR IN PART, OF THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFULL MISCONDUCT (WHETHER SOLE, CONCURRENT, JOINT, ACTIVE, OR PASSIVE) OR FAULT OF ANY MEMBER OF CONTRACTOR GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING STRICT LIABILITY, PREMISES LIABILITY BREACH OF CONTRACT, BREACH OF WARRANTY, THE UNSEAWORTHINESS OF ANY VESSEL OR UNAIRWORTHINESS OF ANY AIRCRAFT AND INCLUDING PRE-EXISTING CONDITIONS.

**Catastrophic Damages** - COMPANY SHALL RELEASE, DEFEND, AND INDEMNIFY CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE GOODS AND/OR SERVICES UNDER THIS ORDER IN RESPECT TO OR RESULTING FROM: (I) DAMAGE TO ANY RESERVOIR OR PRODUCTIVE FORMATION OR THE LOSS OF OIL OR GAS THEREFROM; (II) LOSS OR DAMAGE TO THE WELLSBORE, INCLUDING THE COST OF WELL CONTROL AND RE-DRILL; (III) THE USE OF CONTRACTOR'S OR SUBCONTRACTORS' RADIOACTIVE TOOLS OR ANY CONTAMINATION RESULTING THEREFROM (INCLUDING, WITHOUT LIMITATION, RETRIEVAL AND/OR CONTAINMENT AND CLEAN-UP); (IV) DAMAGE TO, OR ESCAPE OF ANY SUBSTANCE FROM, ANY PIPELINE OR STORAGE FACILITY; (V) BLOWOUT, FIRE, EXPLOSION, CRATERING OR ANY UNCONTROLLED WELL CONDITION (INCLUDING, WITHOUT LIMITATION, THE COSTS TO CONTROL A WILD WELL AND THE REMOVAL OF ALL DEBRIS), AND THE LOSS OF OIL OR GAS CAUSED BY OR RESULTING FROM A BLOWOUT OR EXPLOSION. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT A CLAIM IN ARTICLES (I-V) ABOVE IS CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFULL MISCONDUCT OF CONTRACTOR GROUP, THEN CONTRACTOR SHALL BE RESPONSIBLE FOR, AND RELEASE, DEFEND, INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FOR, THE FIRST FIVE MILLION TT DOLLARS (TT\$5,000,000.00) OF SUCH CLAIM PER OCCURRENCE AND ABOVE WHICH AMOUNT COMPANY SHALL THEN RELEASE, DEFEND, INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM SUCH CLAIM.

**Equipment lost down hole** - SHOULD ANY OF CONTRACTOR'S EQUIPMENT BECOME LOST IN THE WELL DURING THE PERFORMANCE OF THE SERVICES, IN COMPANY'S SOLE DISCRETION, COMPANY SHALL MAKE EVERY REASONABLE EFFORT TO RECOVER THE LOST EQUIPMENT. IF SUCH EQUIPMENT IS NOT RECOVERED, COMPANY SHALL REIMBURSE CONTRACTOR THE FAIR MARKET VALUE (REDUCED BY ANY DEPRECIATION AND RECOVERABLE COSTS) FOR SUCH LOST EQUIPMENT. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE LOSS OF EQUIPMENT IS CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFULL MISCONDUCT OF CONTRACTOR GROUP, THEN CONTRACTOR SHALL BE RESPONSIBLE FOR, AND RELEASE, DEFEND, INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FOR, THE FIRST ONE MILLION TT DOLLARS (TT\$1,000,000.00) OF SUCH LOSS PER OCCURRENCE.

**Indemnification Regarding Pollution** - Contractor shall be responsible for, and shall indemnify, protect, defend, release and hold harmless Company Group from and against, any and all Claims for damage or harm to the environment, arising out of, resulting from or in connection with, directly or indirectly, the control, clean-up, removal and disposal of any hazardous wastes or other pollutants and contaminants including, but not limited to, any release, spill, contamination or emulsion of fuels of any kind, lubricants, motor oils, pipe dope, paint, solvents, ballast, bilge, garbage, debris, dust, sand, lead and carbons or any other fluids or substances, which originate from any vessel, Equipment, or transport of any member of Contractor Group whether same occurs or arises on the premises of any member of Contractor Group, during transportation to or while on location at any premises of Company Group, or on the premises of any Third Party, REGARDLESS OF WHETHER CAUSED BY OR THE RESULT, IN WHOLE OR IN PART, OF THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFULL MISCONDUCT (WHETHER SOLE, CONCURRENT, JOINT, ACTIVE, OR PASSIVE) OR FAULT OF ANY MEMBER OF COMPANY GROUP OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING

**STANDARD PURCHASE ORDER FOR GOODS AND/OR SERVICES**

STRICT LIABILITY, PREMISES LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE UNSEAWORTHINESS OF ANY VESSEL OR UNAIRWORTHINESS OF ANY AIRCRAFT AND INCLUDING PRE-

## EXISTING CONDITIONS.

**Indemnity by Contractor for Employment-Related Matters** - Contractor shall protect, defend, indemnify, release, and hold harmless Company Group from and against any and all Claims, whether brought by any Person or Third Party arising out of, resulting from or in connection with: (i) any incorrect payment or failure to pay any Taxes; (ii) any incorrect payment, failure to pay or failure to provide any unemployment insurance, workers compensation insurance or any benefits, including, without limitation, pensions, annuities, retirement benefits, thrift plans, profit-sharing plans, health, dental, welfare, or life insurance or any other benefits; and in each case under (i) or (ii), with respect to any member of Contractor Group.

**Indemnification for Third-Party Claims** - Contractor shall protect, defend, indemnify, release and hold harmless Company Group from and against any and all Claims asserted by any Third Party (including, without limitation, Claims for any injury, death or illness or property loss or damage) to the extent caused by or the result, in whole or in part, of the negligence, Gross Negligence, willful misconduct (whether sole, concurrent, joint, active or passive) or fault of any member of Contractor Group or any other theory of legal liability, including strict liability, premises liability, breach of contract, breach of warranty, the unseaworthiness of any vessel or the unairworthiness of any aircraft and including preexisting conditions; provided that, in the event of joint or concurrent negligence, Gross Negligence, willful misconduct or fault of Contractor Group and Company Group, Contractor's indemnification obligation hereunder shall be limited to its allocable share of such joint or concurrent negligence, Gross Negligence, willful misconduct or fault.

Company shall protect, defend, indemnify, release and hold harmless Contractor Group from and against any and all Claims asserted by any Third Party (including, without limitation, Claims for any injury, death or illness or property loss or damage) to the extent caused by or the result, in whole or in part, of the negligence, Gross Negligence, willful misconduct (whether sole, concurrent, joint, active or passive) or fault of any member of Company Group or any other theory of legal liability, including strict liability, premises liability, breach of contract, breach of warranty, the unseaworthiness of any vessel or the unairworthiness of any aircraft and including pre-existing conditions; provided that, in the event of joint or concurrent negligence, Gross Negligence, willful misconduct or fault of Contractor Group and Company Group, Company's indemnification obligation hereunder shall be limited to its allocable share of such joint or concurrent negligence, Gross Negligence, willful misconduct or fault.

**Waiver of Certain Damages** - EACH PARTY RELEASES AND WAIVES ALL CLAIMS AGAINST THE OTHER PARTY (AND THE OTHER PARTY'S GROUP) FOR THE RELEASING PARTY'S CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF PRODUCTION OR LOSS OF USE WHETHER BASED ON NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT (WHETHER SOLE, CONCURRENT, JOINT, ACTIVE OR PASSIVE) FAULT OR OTHER TORT, STATUTE OR OTHER THEORY OF LEGAL LIABILITY, INCLUDING STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE UNSEAWORTHINESS OF ANY VESSEL OR UNAIRWORTHINESS OF ANY AIRCRAFT AND INCLUDING PREEXISTING CONDITION, OF THE RELEASED PARTY OR OTHER PERSON, AND TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THIS ARTICLE ARE WAIVED. THE PARTIES UNDERSTAND AND AGREE THAT THE FORGOING RELEASE AND WAIVER OF CLAIMS EXTENDS TO EACH PARTY'S GROUP.

**Application of Certain Laws** - The indemnities in this Article shall be effective to the maximum extent permitted by applicable law, it being the intent of the Parties that the indemnification and insurance obligations created in this Order be fully enforceable. If it is judicially determined that any law enacted in any state or country (currently or in the future) limits in any way the extent to which indemnification may be provided to an indemnitee and such law is applicable to this Order, then this Order shall be deemed automatically amended to provide that the indemnification obligations provided hereunder shall extend only to the maximum extent permitted by such applicable law, but shall extend fully to such maximum extent. However, such amendment shall not in any way modify, reduce or limit the Parties' insurance obligations in any respect except to the extent mandated otherwise by applicable law, and, except to the extent otherwise mandated by applicable law, the Parties' insurance obligations shall include all risks and liabilities allocated to each Party prior to any such amendment. In the event this Order is interpreted under the laws of the State of Texas, USA, for purposes of Title 6, chapter 127 of the Texas Civil Practice and Remedies Code, commonly known as the Texas Oilfield Anti-indemnity Act, the indemnity and insurance provisions of this Order shall be effective to the maximum extent permitted by such statute, and Contractor and Company each agree to support their respective indemnity obligations by providing liability insurance coverage (or qualified self-insurance or a combination thereof), with minimum limits and types of coverage not less than those set forth herein and with respect to unilateral obligations, in the statutory amounts, which is obtained by each of the Parties for the benefit of the other Party and its respective Group as indemnitees. Contractor acknowledges and agrees that (i) Company may be self-insured with respect to all or a part of its indemnity obligations hereunder, (ii) Company has the financial capability to fund any such obligations, (iii) such self-insurance is qualified self-insurance for purposes of the Texas Anti-Indemnity Act, and (iv) such self-insurance is satisfactory to Contractor.

**PAYMENT OF CLAIMS** - Contractor agrees to pay all Claims for Equipment, labor, services and supplies to be furnished by Contractor Group hereunder and agrees to allow no lien or charge resulting from such Claims to be fixed upon any property of Company Group or, in the event a lien or charge is fixed upon such property of Company Group, to remove and satisfy the same immediately. Company may, at its option, pay or discharge any liens or overdue charges for Equipment, labor, services and supplies under this Order and may deduct such payments from any sum due, or which thereafter may become due, to Contractor hereunder.

**FORCE MAJEURE** - Neither Party shall be liable to the other for failure to perform any of its obligations under this Order when such performance is prevented by Force Majeure. As used herein, Force Majeure means causes or events which are beyond the reasonable control of the Party claiming Force Majeure, which causes or events could not have been avoided or prevented by such Party's reasonable foresight, planning and implementation and which cause said Party's performance hereunder to be prevented. Either Party which is unable, in whole or in part, to carry out its obligations under this Order due to Force Majeure shall promptly give written notice to that effect to the other Party stating in reasonable detail the circumstances of Force Majeure. A Party claiming Force Majeure shall diligently use all reasonable efforts to remove the cause or event of such Force Majeure, give written notice to the other Party of the subsidence of Force Majeure, and resume performance of any suspended obligation immediately after the subsidence of Force Majeure. If an event of Force Majeure exceeds (30) thirty days, Company shall have the right to terminate this Order with no obligations to Contractor except to pay for any Goods and/or Services provided prior to the event of Force Majeure occurring.

**ASSIGNMENT** - This Order shall not be assigned, transferred or subcontracted by Contractor, in whole or in part, without the prior written consent of Company. Company shall have the right, at any time, to assign all or any part of its rights and obligations hereunder to an Affiliate or to any other Person.

**APPLICABLE LAW** - THIS ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF TRINIDAD AND TOBAGO EXCLUDING ANY CONFLICT OF LAW OR CHOICE OF LAW RULES, PROCEDURES OR PRINCIPLES THAT WOULD DIRECT THE LAWS OF ANOTHER JURISDICTION.

**DISPUTE RESOLUTION** - The Parties agree that any dispute between the Parties which arises hereunder shall be resolved in accordance with this dispute resolution procedure ("Procedure"). This Procedure shall apply to any Claim or dispute arising under or related to this Order, or any other document utilized by the Parties in relation to the provision of Goods and/or Services, (whether arising in contract, tort or otherwise, and whether arising at law or in equity and irrespective of termination of this Order), hereafter a ("Dispute"), including any Dispute regarding the construction, interpretation, performance, validity or enforceability of any provision of this Order or any other document utilized by the Parties in relation to the Goods and/or Services. This Procedure shall be the exclusive method of resolving Disputes and in the event of any ongoing Dispute during the term of this Order, Contractor shall continue to provide Goods and/or Services as directed by Company. If a Dispute arises, either Party may submit a Dispute to binding arbitration under this Procedure by giving written notice to the other Party (an "Arbitration Notice"). If a Dispute involves a Claim with a maximum exposure of less than TTD\$1,000,000, then the arbitration shall be heard by one arbitrator, who shall be neutral and qualified by their education, experience and training to resolve the Dispute. The Party that submits a Dispute to arbitration shall designate an arbitrator in its Arbitration Notice and such arbitrator shall disclose any business, personal or other relationship or affiliation that may exist with either Party or either Party may disapprove of such proposed arbitrator on the basis of such relationship or affiliation. If a Party does disapprove of a proposed arbitrator, it may, on or before the 10th business day following delivery of the Arbitration Notice, notify the other Party in writing of such disapproval. If the Parties are unable to agree on an arbitrator within 10 business days following delivery of the notice of disapproval, either Party may apply to High Court of Trinidad and Tobago for an appointment of an arbitrator in accordance with the provisions of the Arbitration Act, Chap. 5:01. If the arbitrator so chosen shall fail or otherwise become unable to serve as arbitrator, a replacement arbitrator shall be chosen in accordance with the provisions herein. If a Dispute involves a Claim with an exposure of TTD\$1,000,000 or more, then the Dispute shall be heard by three arbitrators. Each Party shall appoint an arbitrator within 10 business days of the delivery of the Arbitration Notice; the two arbitrators shall appoint a third within 15 business days from the date of the appointment of the last Party appointed arbitrator. If the two arbitrators are unable to do so, either party may to the High Court of Trinidad and Tobago for the appointment of the third arbitrator in accordance with the provisions of Arbitration Act, Chap. 5:01.

Any arbitration hearing shall be conducted in accordance with the Arbitration Act, Chap. 5:01 in the English language and held in Trinidad and Tobago. The arbitrator(s) shall apply the substantive law agreed to by the Parties in the applicable law Article of this Order excluding any conflict of laws or choice of law rules, procedures or principles and shall in no case award any punitive, special, exemplary, indirect or consequential damages or losses, including loss of profits or loss of business opportunity. The decision of the arbitrator(s) (which shall be a reasoned opinion rendered in writing) shall be final, non-appealable and binding upon the Parties and may be enforced in any court of competent jurisdiction. Unless required by legal authorities with competent jurisdiction, all materials, information, testimony and evidence produced and/or introduced during the arbitration proceedings, including all rulings and decisions rendered by the arbitrator(s), shall be kept confidential by each Party and shall not be disclosed without the prior written consent of the other Party. The obligations of this Article shall survive termination of this Order.

**MISCELLANEOUS** - This Order constitutes the entire agreement of the Parties. Failure by a Party to exercise any right hereunder shall not be considered a waiver of such right or rights in the future. Except as provided herein, the provisions of this Order shall inure only to the benefit of the Parties, their respective successors-in-interest and permitted assigns and to no other party, and this Order shall not be construed as an agreement for the benefit of, nor shall it be capable of being enforced, directly or indirectly, by any other party, and if so construed or if such enforcement is attempted, it shall be considered null and void as to such other party. References in this Order to any act, law, statute, rule or regulation shall be deemed to include references to such as the same may be amended, replaced or reenacted from time to time. Words used herein importing the singular shall, where their context so permits or requires, be deemed to include the plural and vice versa. In the event one or more of the provisions contained in this Order shall be held, for any reason, to be invalid, void, illegal, contrary to law and/or unenforceable in any respect, this Order shall be deemed to be amended to partially or completely modify such provision or portion thereof to the extent necessary to make it enforceable; in which event such invalidity, voidness, illegality or unenforceability shall not affect the remaining provisions, and this Order shall remain unaffected and shall be construed as if such invalid, void, illegal or unenforceable provision never had been contained herein. Any rules of construction relating to interpretation against the drafter shall not apply to this Order and are expressly waived.

CONTRACTOR EXPRESSLY ACKNOWLEDGES THAT IT IS AWARE OF ITS RIGHT TO OBTAIN LEGAL COUNSEL TO REVIEW THIS ORDER. FURTHERMORE, CONTRACTOR EXPRESSLY ACKNOWLEDGES AND REPRESENTS THAT IT HAS READ AND UNDERSTANDS ALL OF THE PROVISIONS CONTAINED IN THIS ORDER, AND AGREES TO ALL SUCH PROVISIONS, AS INDICATED BY ITS ACCEPTANCE OF THIS ORDER.

**DEFINITIONS** - The following words mean:

**Affiliate** of a company means a Person directly or indirectly controlling, controlled by, or under common control with such company. "Control" for this purpose shall, in the case of a corporation with outstanding voting stock, require the direct or indirect ownership of or power to vote with respect to outstanding shares of a corporation's capital stock constituting fifty percent (50%) or more of the votes of any class of such corporation's outstanding voting stock.

**Claims** means all claims, losses, damages, demands, causes of action, suits, proceedings, fines, penalties, taxes, judgments, liens, costs, obligations and liabilities of every kind and character, including, without limitation, all expenses of investigation, defense and litigation, court costs, attorneys' and experts' fees, and all obligations to indemnify another.

**Company Group** means the following entities and Persons individually and collectively: Company; Company's Affiliates; Company's Other Contractors; Company's co-venturers, co-owners, partners, joint venturers, co-lessees, co-working interest owners, farmers, and farmees, and their respective Affiliates; and the agents, representatives, servants, directors, officers, assigns, managers, members, shareholders, owners, and employees of all of the foregoing.

**Confidential Information** means any information and materials of Company or any member of Company Group which are confidential, privileged, or proprietary in nature involving Company Group's operations, geological and geophysical data, exploration programs, financial matters, or other sensitive issues.

**Contractor Group** means the following entities and Persons individually and collectively: Contractor and its Affiliates; Contractor's contractors and Subcontractors of any tier and each of their respective Affiliates; and the agents, representatives, servants, directors, officers, assigns, managers, members, shareholders, owners, employees, and invitees of all of the foregoing.

**Defective Goods** means Goods provided by Contractor to Company that are not in conformity with this Order or which are defective in design, performance, workmanship, makeup or are otherwise unsatisfactory.

**Defective Services** means Services or the results of any Services that are not in conformity with this Order, are of inferior quality or workmanship or are otherwise unsatisfactory.

**Equipment** means the Contractor's Group equipment, materials, tools including back-up tools, connections and the like necessary to provide the Goods and/or Services.

**Goods** means products or materials provided by Contractor to Company under this Order.

**Gross Negligence** means the failure to perform a duty in reckless disregard of the consequences.

**Intellectual Property** means all rights conferred under any applicable law in relation to trade secrets, copyrights, inventions (including patents), registered and unregistered trademarks, registered and unregistered designs and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Other Contractors** means any contractors of Company who are not a Party to this Order, together with their subcontractors of any tier and the Affiliates of such contractors and subcontractors.

**Person** means any individual or entity, including, without limitation, any corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, unincorporated organization or government (including any board, political subdivision or other body thereof).

**Personnel** means the personnel of Contractor Group providing the Goods and/or Services.

**Services** means all services provided by Contractor to Company relating to this Order, including all obligations and duties not expressly defined but which are necessary and customarily provided in connection therewith.

**Site** means the workshop or other places at which the Services, or any part thereof, are to be performed or where Goods are being produced or provided to Company.

**Subcontract** means any contract of any tier entered into between Contractor and a Subcontractor (or by a Subcontractor with another Subcontractor) for the supply of Equipment or in connection with the Goods and/or Services.

**Subcontractor** means any Person of any tier that has entered into a Subcontract with Contractor or another Subcontractor of any tier for the supply of Equipment, or in connection with the Goods and/or Services.

**Taxes** means any and all present and future sales, use, personal property, real property, value added assessments, goods and services, turnover, stamp, documentary, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever imposed by any government, governmental authority, together with any penalties, fines or interest thereon or similar additions thereto, imposed, levied or assessed or otherwise payable.

**Third Parties** means all Persons which are not included in the definition of either Company Group or Contractor Group.

**Warranty Period** means the following:

For Goods - 24 months from the date Company takes possession of the Goods or 12 months from the initial intended use of the Goods, whichever occurs later; or

For Services - 12 months from the date on which the Services are fully performed.

COMPANY NAME: \_\_\_\_\_

BY : \_\_\_\_\_

TITLE : \_\_\_\_\_

DATE : \_\_\_\_\_