PTTEP INTERNATIONAL LIMITED

CONTRACT NO. MMC24-5002

WITH

CONTRACTOR's name

FOR

EPC OF ONSHORE PROCESSING FACILITIES AND ASSOCIATED ONSHORE PIPELINES FOR AUNG SINKHA DEVELOPMENT PROJECT

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RECITALS

This CONTRACT, is made and entered into this ……..… day of ……..….. 202..,

BY AND BETWEEN

PTTEP INTERNATIONAL LIMITED (hereinafter referred to as "COMPANY"), a company organized and existing under the laws of Thailand, , having its registered branch office at No. 2, Sei-Myaung Yeiktha Lane, 8½ Mile, Mayangone Township, Yangon, The Republic of the Union of Myanmar represented by Mr. Suppakarn Thanatit, in the capacity of General Manager,

of the one part.

AND

……..., (hereinafter also referred to as "CONTRACTOR" and/or "EPC-02 CONTRACTOR"), a company organized and existing under the laws of ……..……, having its registered office at ……, represented by …….....… in the capacity of …….....……,

of the other part.

WITNESSETH

WHEREAS the COMPANY in support of its hydrocarbon production and sale of gas activities hereby entrusts the CONTRACTOR to perform the WORK including project management, quality management, safety management, surveys, engineering, procurement services and supply, construction, pre-commissioning, commissioning, PERFORMANCE TESTING, provision of assistance to the COMPANY, rectification of defects and deficiencies in the WARRANTY PERIOD, and to satisfactorily complete the PLANT, all in accordance with the terms and requirements of the CONTRACT; and

WHEREAS the CONTRACTOR represents and warrants that it possesses the necessary knowledge and expertise, that it is fully experienced and technically competent to perform the WORK and to satisfactorily complete the PLANT, and is properly financed, organized and equipped including, sufficient; qualified and experienced PERSONNEL, CONSTRUCTION EQUIPMENT and other resources and things required to perform the WORK, all in accordance with the terms, conditions, requirements, warranties and guarantees set out hereinafter.

NOW THEREFORE, the PARTIES agree as follows:

Article 1 Object of the CONTRACT

1.1 Performance of WORK

COMPANY hereby entrusts the CONTRACTOR with the performance of the WORK and the CONTRACTOR hereby agrees to perform the WORK subject to and in compliance with the terms and requirements of the CONTRACT.

1.2 Rectification of Defects and Deficiencies

CONTRACTOR shall complete the PLANT in compliance with the terms and requirements of the CONTRACT and subject to Sub-Article 20.2 shall rectify any defects and deficiencies in the PLANT in compliance with the terms and requirements of the CONTRACT.

1.3 Fit For Purpose Requirements

WORK and the PLANT when it is completed and the respective parts thereof shall be fit for the purposes for which they are intended in accordance with the CONTRACT. If the purpose for any part of the WORK or any part of the PLANT is not stated or cannot be inferred from the CONTRACT, it shall be fit for its ordinary purpose.

Article 2 Definitions and Interpretation

2.1 Definitions

The following expressions and derivatives thereof, appearing in upper case letters in the CONTRACT, shall have the meaning hereby assigned to them unless otherwise specified. It being understood that such expressions appearing in lower case letters shall have their common meaning as the context requires.

The expressions and derivatives thereof, appearing in upper case letters within Article 37 to 44 shall have the meanings assigned to them in Article 36.

Further words and/or expressions may be defined in this AGREEMENT and/or other CONTRACT DOCUMENTS.

AFFILIATE in relation to any person means an entity which controls, is controlled by, or is under common control with such person. For the purpose of this definition, "control" means the power to dictate and conduct the policy of such person, when such person is a company, the power to dictate and conduct the policy of such company through the direct or indirect control of more than fifty percent (50%) of the shares or voting rights in such company. Notwithstanding the foregoing, PTT Public Company Limited shall not be considered as an AFFILIATE of the COMPANY.

AGREEMENT means the present document comprising the Recitals, Article 1 to 58 and ANNEXES hereto.

APPLICABLE LAWS means all and any statutes, decrees, ordinances, rules, regulations, by-laws, notices, circulars, guidelines, specifications, codes, orders, directions and other laws and conventions in effect from time to time, and any amendments or re-enactments thereto of any GOVERNMENT, any federal, state, provincial, or local government authority, any part thereof, and any department, authority, instrumentality, agency, bureau, judicial body or tribunal, having jurisdiction over the PARTIES, the WORK, the performance of the CONTRACT and/or area or location where the CONTRACTOR has to perform the WORK and which have the force of law.

APPROVAL means review and comment with regard to CONTRACTOR DOCUMENTS submitted to the COMPANY.

The terms APPROVE and APPROVED shall be construed accordingly.

The term approve shall have its ordinary meaning, the terms approval, and approved shall be construed accordingly.

Any such APPROVAL or approval by the COMPANY shall not constitute agreement, validation or endorsement by the COMPANY, and shall not relieve the CONTRACTOR of any of its obligations, responsibilities or liabilities under the CONTRACT, or APPLICABLE LAWS and shall only indicate that the COMPANY has no further comments at the time such an APPROVAL is made or approval is granted.

The terms APPROVE, APPROVAL, APPROVED, approve, approval, approved shall be deemed to be completed by the expression "in writing.

ANNEXES mean the following Annexes. The term ANNEX shall be construed accordingly.

ANNEX-1/A	Form of Performance Bank Guarantee
ANNEX-1/B	Performance Bank Guarantee Form of Demand
ANNEX-1/C	Form of Parent Company Guarantee
ANNEX-1/D	Not Used
ANNEX-2/A	Mutual Indemnity and Waiver of Recourse Agreement (CONTRACTOR)
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ANNEX-6/A	Form of MECHANICAL COMPLETION CERTIFICATE
ANNEX-6/B	Form of READY FOR COMMISSIONING CERTIFICATE
ANNEX-6/C	Form of READY FOR START UP CERTIFICATE
ANNEX-6/D	Form of READY FOR PERFORMANCE TEST CERTIFICATE
ANNEX-6/E	Form of HANDOVER CERTIFICATE
ANNEX-6/K	Not Used
ANNEX-6/L	Form of HANDOVER CERTIFICATE
ANNEX-7	Form of PROVISIONAL ACCEPTANCE CERTIFICATE
ANNEX-8	Form of FINAL ACCOUNT CERTIFICATE
ANNEX-9	Form of FINAL ACCEPTANCE CERTIFICATE

ARTEFACT means any places, sites, fossils, bones, minerals and hydrocarbons (and similar substances), artefacts, coins, articles of value, relics, articles of antiquity, buildings, structures, natural features or other remains, objects or things of aesthetic, historical, scientific, geological, archaeological or social significance including pursuant to the APPLICABLE LAWS, EIA requirements or local tradition, archaeology, anthropology or history and includes any relics, heritage places, areas or heritage objects.

ASK PROJECT means Aung Sinkha Development Project Phase 1A.

CHANGE ORDER means a modification to the CONTRACT made in accordance with Article 22 and the other terms and requirements of the CONTRACT.

CLAIM means all claims, damages, liabilities, losses, demands, liens, encumbrances, causes of action of any kind, obligations, costs, judgments, interest, and awards (including,

without limitation, legal counsel fees and costs of litigation if awarded as part of the judgment in favor of the person asserting the CLAIMS), whether created by law, contract, tort, or otherwise, arising out of, related to, or in any way connected with this CONTRACT or the performance of it.

COMPANY GROUP means the COMPANY, any COMPANY OTHER CONTRACTORS, CO-VENTURERS, their respective AFFILIATES and each of their PERSONNEL.

COMPANY INDEMNIFIED PARTIES means COMPANY GROUP (other than CONTRACTOR INDEMNIFIED PARTIES) performing work on and or between a SITE for or in relation to the PROJECT, applicable to the SUPPLIER only when such SUPPLIER is carrying out activities on or between a SITE.

COMPANY ITEMS means any item identified as such in Exhibit I.

COMPANY OTHER CONTRACTOR means any person (other than a member of the CONTRACTOR GROUP) that is a party to a contract with the COMPANY and which is in any way connected to, or in proximity with, CONTRACTOR's performance of the CONTRACT and that person's subcontractors at any tier. The term COMPANY OTHER CONTRACTOR includes OTHER EPC CONTRACTORS.

COMPANY REPRESENTATIVE means the person appointed by the COMPANY as its duly authorized representative with respect to the CONTRACT pursuant to Article 8.

COMPLETION DATE means a date identified as such in Exhibit C (as may be amended by means of CHANGE ORDER), on or before which CONTRACTOR is required to complete a stated part of the WORK.

CONFIDENTIAL INFORMATION means any information and documents (in any form and of whatever nature) obtained under, or relating in any way to, the CONTRACT, the affairs of the COMPANY, including all information and data obtained by CONTRACTOR from COMPANY GROUP or otherwise in the performance of the WORK, the PLANT and/or the PROJECT.

CONFLICT means any or all of; error, omission, deficiency, inaccuracy, contradiction, ambiguity, inadequacy, discrepancy, or mis-description.

CONSEQUENTIAL LOSS means indirect or consequential loss and without limitation, loss of; revenue, profit, anticipated profit, use, production, productivity, contracts, business opportunity, COMPANY production facilities downtime and facilities downtime of COMPANY INDEMNIFIED PARTIES (except when such facilities downtime is specifically compensated under the CONTRACT, including under Article 34 (Liquidated Damages)), facilities downtime of CONTRACTOR INDEMNIFIED PARTIES (except when such facilities downtime is specifically compensated under the CONTRACT), which is incurred whether such liability is based or claimed to be based upon any negligence, or through breach of duty (statutory or otherwise) or other acts or omissions irrespective of whether such loss is direct, or indirect, or consequential and whether or not foreseeable at the EFFECTIVE DATE.

CONTAMINATION means any condition of land, soil, air, or water (including groundwater), resulting from past or present POLLUTION or sharing any or all of the characteristics of POLLUTION;

CONSTRAINT means any and all; constraints, restraints, restrictions, limitations, acts of GOVERNMENT, APPLICABLE LAWS and any other matters and all events of whatever kind that restrict, prevent, affect or impede the timely performance of the WORK, but does not include things for which CONTRACTOR is entitled to an extension of time for any of the reasons listed in Sub-Article 15.5.

CONSTRUCTION EQUIPMENT means all materials, supplies, plant (floating or otherwise), vessels, tugs, marine craft, machinery, equipment, tools, buildings and structures, including warehouses, offices, docks, berths, moorings, camps, garages, workshops, scaffolding, temporary work and all other items supplied used or consumed by the CONTRACTOR and/or its SUBCONTRACTOR, in the performance of the WORK but not incorporated into or forming part of the PLANT. The term CONSTRUCTION EQUIPMENT does not include WORKSHOP, CONTRACTOR ITEMS, and COMPANY ITEMS.

CONTRACT means this AGREEMENT, the ANNEXES and the following EXHIBITS

including any annexes which are attached to or form part of any such EXHIBIT.

Exhibit A Scope of WORK
Exhibit B Commercial Terms
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Exhibit K CONTRACTOR's Organization and Resources
Exhibit L SSHE Requirements for WORK Performance

CONTRACT DOCUMENTS means collectively the AGREEMENT, the ANNEXES, the EXHIBITS and any CHANGE ORDERS and all documents including SPECIFICATIONS, that are referenced therein irrespective of if a copy of any such a document or SPECIFICATION is included in the CONTRACT or CHANGE ORDER or not.

CONTRACT PRICE means, the aggregate of all sums payable under the terms and requirements of the CONTRACT. It being understood that the term "Initial CONTRACT PRICE" shall have the meaning ascribed to such term in Exhibit B. Accordingly, the Final CONTRACT PRICE for this CONTRACT shall be the total aggregate sum of the Initial CONTRACT PRICES as may be modified by CHANGE ORDER

CONTRACTOR DOCUMENTS means documents prepared by the CONTRACTOR, SUBCONTRACTOR, VENDOR and SUPPLIER as the case may be, and which are required and/or necessary for the proper, timely performance of the WORK and/or for the PLANT, all in accordance with the terms and requirements of the CONTRACT and as more fully described in Exhibit A Annex-1 and in the CONTRACT The term CONTRACTOR DOCUMENTS also includes FINAL DOCUMENTATION.

CONTRACTOR GROUP means CONTRACTOR, any SUBCONTRACTOR and any VENDOR and their respective AFFILIATES and each of their PERSONNEL.

CONTRACTOR INDEMNIFIED PARTIES means CONTRACTOR GROUP to the extent they are involved in the performance of WORK. For the avoidance of doubt, CONTRACTOR INDEMNIFIED PARTIES shall include VENDOR when present or performing WORK on a SITE or between SITES.

CONTRACTOR ITEM means any of; skid mounted assemblies, packaged equipment and associated items, itemized (tagged) materials and/or equipment, construction spares parts, special tools, pre-commissioning, commissioning and other spare parts, first fills and consumables, non-itemized (bulk) materials, and all other things, procured by CONTRACTOR and/or SUBCONTRACTOR for use in performance of the WORK and incorporation into the PLANT, that are consumed or used in operation of the PLANT as part of the WORK or that are to be handed over to the COMPANY, ship loose materials and associated items, as per the terms and requirements of the CONTRACT.

It being understood that required quantities of CONTRACTOR ITEMS shall include the material take off quantity, plus allowances for loss, damage and waste, any overbuy quantity, and to the extent applicable related construction spare parts, first fills, test kits, consumables, special tools, and anything else required and/or necessary. The defined term CONTRACTOR ITEMS does not include CONSTRUCTION EQUIPMENT.

CONTRACTOR REPRESENTATIVE means the person appointed by CONTRACTOR as its duly authorized representative with respect to the CONTRACT pursuant to Article 9.

CO-VENTURER means any person with whom the COMPANY has entered into a joint operating agreement in respect of which the CONTRACT is being performed.

COVID-19 means COVID-19, a disease caused by a strain of coronavirus. ‘CO’ stands for corona, ‘VI’ for virus, and ‘D’ for disease. Formerly, this disease was referred to as ‘2019 novel coronavirus’ or ‘2019-nCoV’.

CUSTOMS DUTIES means any customs duties, import and export taxes only and does not include, brokerage and brokerage fees, agents and agents fee, handling and handling fees, other imposts, demurrage and demurrage fees, inspection and inspection fees, penalties, fines and anything else that is not a customs duty, import or export tax.

DESIGN DOSSIER means the documents and other information comprehensively listed in Exhibit E as well as all other documents and all other information referenced in such documents, irrespective of if attached or not.

EARLY BUILDING means the buildings as per the CONTRACT requirements constructed, installed at the SITE and being HANDOVER to COMPANY at early stage of construction as specified in Exhibit A. EARLY BUILDING consists of the following:

a) Aung Sinkha Onshore Processing Facilities (APF) Accommodation building.

b) Aung Sinkha Onshore Processing Facilities (APF) Catering building with gym room, recreation room and laundry room.

c) Aung Sinkha Onshore Processing Facilities (APF) Fire/Safety building and foam concentrate package.

EFFECTIVE DATE means the date stated in Article 56 on which the CONTRACT comes into force.

ENVIRONMENT means the physical factors of the surroundings of human and nonhuman life forms, including the land, soil, plants, habitat, waters, atmosphere, climate, sounds, odors, tastes, biodiversity, and the social and aesthetic values of landscape.

EPC means engineering, procurement, construction, installation, onshore pre-commissioning, commissioning, and PERFORMANCE TESTING.

EXCEPTED RISKS shall have the meaning given in Sub-Article 37.2.

EXHIBIT means Exhibits A through L together with any annexes and attachments thereto, as well any document attached to and or referenced therein whether appended or not. The term Exhibit shall be construed accordingly.

FINAL ACCEPTANCE CERTIFICATE means a certificate issued by the COMPANY to CONTRACTOR after the end of the WARRANTY PERIOD subject to and in accordance with Article 21. The term "FINAL ACCEPTANCE" shall be construed accordingly.

FINAL ACCOUNT CERTIFICATE means a certificate made and issued pursuant to Sub-Article 30.6. The term "FINAL ACCOUNT" shall be construed accordingly.

FINAL DOCUMENTATION means a type of CONTRACTOR DOCUMENTS as further described and explained in Exhibit A and the other terms and requirements of the CONTRACT. The term FINAL DOCUMENT shall be construed accordingly.

FORCE MAJEURE means any act or event which causes or contributes to a PARTY's failure to fulfil any of its obligations under the CONTRACT including any act of GOVERNMENT and/or modification of APPLICABLE LAWS caused by, resulting from and/or attributable to any FORCE MAJEURE event , provided the event is beyond the reasonable control of the PARTY, is not attributable to their fault or negligence and could not have been foreseen or prevented by them exercising reasonable diligence, but shall not include

a) any strike, lock-out, industrial dispute or any labor disruption affecting the WORK that is originated or participated by the CONTRACTOR PERSONNEL, VENDOR PERSONNEL and/or SUBCONTRACTOR PERSONNEL at any tier,
b) breakdown and/or loss of use of any CONSTRUCTION EQUIPMENT unless caused by FORCE MAJEURE;
c) a contractual commitment between CONTRACTOR and a third party;
d) an act or omission of any member of CONTRACTOR GROUP;
e) any financial distress (e.g. insolvency or bankruptcy) on the part of the CONTRACTOR, SUBCONTRACTOR or any of their suppliers.
f) COVID-19, the effects thereof, related impacts, events and/or actions, including any modification of or new APPLICABLE LAWS caused by, resulting from and/or attributable to COVID-19.

Without limitation and/or restriction on the foregoing, FORCE MAJEURE shall include but is not limited to GOVERNMENT or authority orders that perniciously impact the COMPANY's operation and/or procurement functions and/or the performance of the COMPANY under this CONTRACT and/or otherwise.

GENERAL AVERAGE shall have the same meaning to such terms as per the applicable York/Antwerp Rules.

GOVERNMENT means any federal, national, state, provincial, fiscal or local government authority, any part thereof, or their agencies and instrumentalities, and any department,

authority, instrumentality, agency, bureau, judicial body or tribunal, having jurisdiction over any PARTY, the CONTRACT and the performance thereof, the WORK, the performance of the WORK or any aspect thereof, any SITE, WORKSHOP or any OTHER WORK LOCATION where any WORK shall be performed.

GRACE PERIOD means the period stated in Exhibit A Section 12.12 which shall start from the effective date of COMPANY's READY FOR START-UP CERTIFICATE.

GROSS NEGLIGENCE for the purpose of the CONTRACT and notwithstanding the APPLICABLE LAWS means such acts, wanton, reckless conduct, carelessness or omission as constitutes in effect an utter disregard for their harmful, foreseeable and avoidable consequences. The term GROSS NEGLIGENCE is deemed to include willful misconduct which means an intentional, knowing-conscious or reckless act or omission, the pernicious results of which are detrimental to the interest of the other PARTY.

INTELLECTUAL PROPERTY RIGHTS mean patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other proprietary information.

INTERIM CERTIFICATES means the following certificates:

a) **MECHANICAL COMPLETION CERTIFICATE** means a certificate named as such and issued by the COMPANY pursuant to Sub-Article 19.1 to document and record the effective date and if applicable time the PLANT or a part thereof has achieved MECHANICAL COMPLETION.

b) **READY FOR COMMISSIONING CERTIFICATE** means a certificate named as such issued by the COMPANY pursuant to Sub-Article 19.1 to document and record the effective date and if applicable the time the PLANT or a part thereof is ready for commissioning.

c) **READY FOR START-UP CERTIFICATE** means a certificate named as such and issued by the COMPANY pursuant to Sub-Article 19.1. The term READY FOR START-UP shall be construed accordingly. The term Start Up Operations shall have the meaning ascribed in Exhibit A

d) **PERFORMANCE TEST CERTIFICATE** means a certificate named as such and issued by the COMPANY pursuant to Sub-Article 19.1 to document and record the effective date and if applicable time of the PLANT or a part thereof is ready for PERFORMANCE TEST.

e) **HANDOVER CERTIFICATE** means a certificate named as such and issued by the COMPANY pursuant to Sub-Article 19.1 to document and record the effective date and, if applicable, time of handover of the EARLY BUILDING as specified in Exhibit A. The term "**HANDOVER**" shall have the meaning as per Exhibit A.

KEY DATE means a required date identified as such in Exhibit C (as may be modified by CHANGE ORDER) on or before which the applicable conditions stated in Exhibit C are to be achieved. For clarity KEY DATES are interim dates and the term KEY DATE does not include COMPLETION DATE. The term Key Date shall be construed accordingly.

KEY PERSONNEL means any PERSONNEL identified as such in Exhibit K or as may be subsequently approved by the COMPANY pursuant to Sub-Article 25.2.

MECHANICAL COMPLETION means CONTRACTOR has achieved the conditions in respect of the PLANT or a part thereof as described in Exhibit A.

The term MECHANICALLY COMPLETE shall be construed accordingly.

OPTION means an optional item (if any) listed and described as such in Exhibit B. The price and schedule conditions for each OPTION is as stated in Exhibit B. The term Optional Item shall be construed accordingly.

OTHER EPC CONTRACTOR means the contractors who are responsible for the work scope and shall be used to describe the individual OTHER EPC CONTRACTORS as the following terms:

- **EPC-01 CONTRACTOR** means the contractor engaged by the COMPANY to perform work and services subject to and in accordance with Contract No. MMC24-5001 EPC of Wellhead Platforms for Aung Sinkha Development Project, and/or
- **EPC-03 CONTRACTOR** means the contractor engaged by the COMPANY to perform work and services subject to and in accordance with Contract No. MMC24-5003 EPCIC of Offshore Pipelines and Wellhead Platforms Transportation and Installation for Aung Sinkha Development Project.

The term OTHER EPC CONTRACTORS shall be construed accordingly.

OTHER WORK LOCATION shall mean any location including offices, premises, and other facilities where WORK is performed and which is not a SITE or a WORKSHOP.

PARTIES means the COMPANY and the CONTRACTOR.

PARTY means the COMPANY or the CONTRACTOR.

PERFORMANCE GUARANTEES means the warranties given by the CONTRACTOR to the COMPANY in respect of the operating characteristics of the PLANT described as such in Exhibit D and in any other CONTRACT DOCUMENT. The term PERFORMANCE GUARANTEE shall be construed accordingly.

PERFORMANCE TESTING means the performance test to be performed and completed by the CONTRACTOR as stipulated in Sub-Article 14.6.8. The term PERFORMANCE TEST shall be construed accordingly.

PERMIT means any license, visa, permit, clearance, certification authorization or consent from GOVERNMENT or other authority or official body or public services undertaking or third party, that is required for and/or in connection with the performance of the CONTRACT including; PERSONNEL, CONSTRUCTION EQUIPMENT, CONTRACTOR ITEMS, COMPANY ITEMS, RESULT OF THE WORK, Imported Items, the WORK, performance of any WORK, the PLANT and the operation thereof.

PERSONNEL means officers, directors, agents, employees, consultants, servants, representatives, licensees and invitees.

PLANT means the permanent facilities as per the CONTRACT requirements constructed and installed at the SITE and resulting from the WORK or any part thereof. The term PLANT includes EARLY BUILDING. **POLLUTION** means any solid, liquid, gas, odor, heat, sound, vibration, radiation, or substance (alone or in combination), other than those naturally present in a given segment of the ENVIRONMENT, which has potential to harm or harms the ENVIRONMENT;**PROJECT** means EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

PROVISIONAL ACCEPTANCE CERTIFICATE means a certificate issued by the COMPANY to CONTRACTOR subject to and in accordance with Sub-Article 19.2. The term PROVISIONAL ACCEPTANCE shall be construed accordingly.

RESULT OF THE WORK means at a given date during the performance of the WORK, the results of the WORK performed from the EFFECTIVE DATE to such a date, including any or all of the following:

a) CONTRACTOR DOCUMENTS,
b) CONTRACTOR ITEMS (at any stage of completeness),
c) COMPANY ITEMS (if any) delivered to the CONTRACTOR,
d) Any items delivered by OTHER EPC CONTRACTOR to the CONTRACTOR,
e) and the result of any other WORK performed pursuant to the CONTRACT.

SALES GAS shall have the meaning ascribed to such term in Exhibit D.

SITE means the locations and the tie in points specified by the COMPANY where the PLANT is to be constructed and/or installed and the vicinity thereof.

SITE CONDITIONS means any condition, obstruction, circumstance, on, under or over the surface of the SITE, or WORKSHOP and OTHER WORK LOCATION or the vicinity thereof, including:

a) the form and nature and location of such SITE, WORKSHOP and OTHER WORK LOCATION, including, means of access, egress and all applicable conditions and restrictions;

b) all surface and above surface physical conditions and obstructions including topography, existing structures, fences, roads, paving, UTILITIES, and obstructions of any kind;

c) all sub-surface physical conditions including geotechnical, geophysical, geological conditions, rock, UTILITIES, UTILITY INFRASTRUCTURE and other physical obstructions (artificial and otherwise);

d) all other physical conditions, obstructions on, under or over the surface of, or in the vicinity of the SITE, WORKSHOP and OTHER WORK LOCATION, whether occurring naturally or manmade;

e) hydrographical, hydrological conditions and bathometric conditions including, rivers, ground water, ground water hydrology, the existence of any wells and the extent of any de-watering;

f) climatic and weather conditions including; monsoon, dry season, wet season, and other local weather and climate phenomena, rain, surface water run-off and drainage, water seepage, wind, wind-blown dust and sand seasons, mud, and all other climatic and weather conditions and their effects;

g) ARTEFACTS irrespective of if on or above, or under the surface of SITE, WORKSHOP and OTHER WORK LOCATION;

h) local communities and requirements with regard thereto and all local, regional, and national conditions, customs, and practices;

i) CONTAMINATION, POLLUTION, and ENVIRONMENT conditions, hazards and requirements;

whether or not in existence or known to the CONTRACTOR before the EFFECTIVE DATE or not. The term SITE CONDITION shall be construed accordingly.

SPECIAL RISKS have the meaning given in Sub-Article 39.1.

SPECIFICATIONS means as applicable; any or all of; the Project Particular Specifications, PTTEP Project Engineering General Specifications provided in Exhibit E and all codes and standards referenced in any CONTRACT DOCUMENT irrespective of if attached or not.

STANDBY TIMEFRAME means the period starting from the date after GRACE PERIOD until the date before start-up or any other date mutually agreed by the PARTIES.

SUBCONTRACTOR means any person to whom the CONTRACTOR has subcontracted the performance of any part of the WORK and includes respectively subcontractors of any tier engaged by a SUBCONTRACTOR in the performance of WORK . The term SUBCONTRACTOR does not include VENDORS except when VENDOR is present on a SITE. The term SUBCONTRACT shall be construed accordingly.

SUPPLIER means supplier of any COMPANY ITEMS.

TAXES means any direct or indirect tax, duty, levy, charge, fiscal contribution, impost arising by operation of APPLICABLE LAWS or assessed, imposed or demanded by GOVERNMENT, but not CUSTOMS DUTIES, including any; corporate income tax, personal income tax, taxes on profits, capital gains taxes, dividend taxes, turnover taxes, stamp duty, registration taxes, payroll taxes (whether or not such is measured by wages, salaries, benefits, expenses and/or other remunerations), property taxes, ad valorem taxes, employment taxes, social security contributions, taxes imposed by trade union contracts, contributions for unemployment and redundancy, old age benefits, welfare funds, pensions, annuities and disability contributions and allowances, added value taxes, Thai value added tax, sales taxes, government sales tax, commercial tax, Myanmar commercial tax, withholding tax, other statutory deductions, specific goods tax excise duties, and any penalties and/or interest in connection therewith.

UTILITY means any utility service, including water, electricity, gas, telephone, drainage, sewerage, communications, and data services (including transmission of electronic data through telephone, facsimile, and internet);

UTILITY INFRASTRUCTURE means any part of the supply, distribution or reticulation network owned, operated or controlled by a UTILITY provider, including poles, pipes, facility, cables, wires, conduits, tunnels, aqueduct, electrical installation, telecommunications plant, water channel, and railway and electronic communications systems, but not including communications systems provided as part of the PLANT;

VENDOR means a supplier of CONTRACTOR ITEM to CONTRACTOR and/or SUBCONTRACTOR. For clarity, the term VENDOR shall include vendors of any tier engaged in the manufacturing and/or supply of CONTRACTOR ITEMS. .

WARRANTY PERIOD means the period referred to in Sub-Article 20.4.

WORK means all required and or necessary works, and or things and or services to be provided, performed or arranged by the CONTRACTOR, the SUBCONTRACTOR, the VENDOR, as well as all other obligations and requirements imposed on the CONTRACTOR, VENDOR and SUBCONTRACTOR under the CONTRACT, for and in connection with the correct and timely performance of the WORK and the completion of

PLANT in accordance with the terms and requirements of the CONTRACT, as may be modified by CHANGE ORDER(S).

WORKSHOP means any location, other than a SITE or OTHER WORK LOCATION, where any CONTRACTOR ITEM and/or parts thereof is engineered, manufactured, assembled, and/or tested. The term WORKSHOP also includes offices, premises and workshops of SUBCONTRACTOR .

WORK TIME SCHEDULE means the time schedule as set out in EXHIBIT C for the performance of the WORK including the EFFECTIVE DATE, required KEY DATES and required COMPLETION DATES, as may have been modified by CHANGE ORDER. The term Detailed Work Time Schedule shall have the meaning ascribed to it in Exhibit C.

2.2 Interpretation

2.2.1 In the CONTRACT, headings are for convenience only and do not affect interpretation.

2.2.2 No rule of construction shall apply to the disadvantage of a PARTY because that PARTY was responsible for the preparation of, or seeks to rely on, the CONTRACT or any part of it.

2.2.3 Unless the contrary intention appears a reference in any of the CONTRACT DOCUMENTS to:

a) the word “document” includes any variation, amendment or replacement of it and any annexure, attachment, schedule, table, attached to it and anything incorporated into it by reference, whether appended to it or not.

b) the word “document” shall include as the context may require any and/or all of; plan, procedure, technical query, statements, requisition, calculations, notes, data sheets, computer data, information, SPECIFICATION, drawings, layout, philosophies, basis of design, list, sketch and any other document expressly referenced in the CONTRACT and anything else of a like and/or similar nature;

c) an Article or Sub-Article is a reference to an article or sub-Article of the AGREEMENT;

d) the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government and each of their successors and permitted assigns,

e) words in the singular include the plural and vice versa as the context demands;

f) “days” or “months” shall mean “consecutive calendar days” or “consecutive calendar months”. It being understood that all dates and time periods referred to in the CONTRACT DOCUMENTS relate to the Gregorian calendar.

For the avoidance of doubt “working day” shall mean any day that is not a Saturday, a Sunday or a public holiday notified as such by the COMPANY's AFFILIATE to Stock Exchange of Thailand and any other “non-working” days applicable to WORK locations as may be agreed by the PARTIES and

recorded as such in the PROJECT calendar proposed by the CONTRACTOR and APPROVED by the COMPANY,

g) the words "require", "request", "submit", "clarify", "clarification", "direct", "answer", "notify", "instruct", "inform", "agree", "advise" shall be deemed to be completed by the expression "in writing";

h) the words "include", "including", "included", "for example", "e.g." and "such as" shall be deemed to be completed by the expression "but not limited to";

i) any particular law, statute, order, decree, rule or regulation of any government authority includes any consolidation, re-enactment, amendment or replacement of it for the time being in force.

Article 3 Entire Agreement

3.1 Entire Agreement

Subject to the other provisions of this Article, the CONTRACT embodies the entire agreement between the COMPANY and the CONTRACTOR with respect to the WORK, the PLANT and all matters arising from and/or in connection with the CONTRACT and nullifies and supersedes all related oral and written understandings, agreements and qualifications made between the PARTIES prior to the EFFECTIVE DATE unless such oral and written understandings, agreements and qualifications are expressly included in the CONTRACT.

Without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, neither PARTY has relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in the CONTRACT.

3.2 Letter of Intent to Award

Any WORK performed subject to and pursuant to Letter of Intent to Award issued by the COMPANY to the CONTRACTOR dated …… reference no ……, shall be deemed part of the WORK having taken place under the CONTRACT and subject to all the terms, conditions and requirements of the CONTRACT.

3.3 Obligations Imposed by APPLICABLE LAWS

If any APPLICABLE LAWS places any obligation on any member of the CONTRACTOR GROUP and/or a SUPPLIER in respect of the CONTRACT, the CONTRACT requirements, performance of the WORK, the WORK and/or the PLANT, such member of the CONTRACTOR GROUP and/or SUPPLIER, as applicable, shall remain subject to such obligations provided however the terms and requirements of the CONTRACT as far as is legally permissible shall always take precedence over any APPLICABLE LAWS with which it conflicts or which are expressly excluded in the CONTRACT, so far as is legally permissible.

3.4 Previous Agreements and Guarantees

3.4.1 Notwithstanding the provisions of Sub-Article 3.1, agreements and/or guarantees (such as any; bank guarantee, performance bank guarantee, warranties, patents and license grants, arrangements for financing and insurance coverage, Mutual Indemnity and Waiver of Recourse Agreement, design endorsement, etc.) made

by and/or on behalf of the CONTRACTOR or any SUBCONTRACTOR or any VENDOR or third party with the COMPANY before the EFFECTIVE DATE shall remain in full force and effect.

3.4.2 However, the existence of any such an agreement and/or guarantee, as aforesaid, shall not limit nor restrict the obligations of the CONTRACTOR, SUBCONTRACTOR and/or a VENDOR to provide any agreement and/or guarantee that are required to be submitted after the EFFECTIVE DATE as per the terms and requirements of the CONTRACT.

3.4.3 Notwithstanding the foregoing, the Design Endorsement Certificate provided by the CONTRACTOR to the COMPANY before the EFFECTIVE DATE and which is attached hereto as ANNEX-5/A is included in the CONTRACT and shall remain in full force and effect.

3.5 Invalidity and Severability

If any provision (or part thereof) of the CONTRACT is or becomes unlawful, void, or unenforceable, the legality, validity, or enforceability of any other part of that provision or any other provision shall not be affected but shall continue in full force and effect.

Article 4 Waiver and Amendments to the CONTRACT

4.1 Waiver

4.1.1 Except for waivers expressly stated elsewhere in this CONTRACT:

a) a right created under the CONTRACT or at law may only be waived in writing, signed by the PARTY giving the waiver, and

b) the failure of a PARTY to enforce, or delay in enforcing, any of its rights under the CONTRACT shall not constitute a waiver of such rights unless stated otherwise in the CONTRACT;

c) a waiver of a right on one or more occasions shall not operate as a waiver of that right on other occasions; and

d) an exercise of a right shall not prevent any further exercise of that right or of any other right.

4.1.2 Notwithstanding the 3rd paragraph of Section 381 of the Thai Civil and Commercial Code, the CONTRACTOR hereby agrees that any failure by the COMPANY to apply liquidated damages and/or to reserve its rights to apply liquidated damages under the CONTRACT, by reason of the acceptance of the PLANT and/or any part thereof from CONTRACTOR, and/or by reason of any payment made to CONTRACTOR under the terms and requirements of the CONTRACT, shall not affect COMPANY's right to CLAIM such liquidated damages at a later date.

4.1.3 Notwithstanding the other provisions of Sub-Article 4.1, the exercise by the COMPANY of its right to reject a CLAIM shall not be considered as waiver of any of the obligations and/or liabilities of the CONTRACTOR under the CONTRACT or otherwise but shall be considered as the exercise of a COMPANY's right under the CONTRACT.

4.2 Amendment of the CONTRACT

No amendment of the CONTRACT shall be valid unless made in writing and executed by the duly authorized representatives of the PARTIES. For clarity a modification to the CONTRACT made pursuant to Article 22 shall not be considered as an amendment of the CONTRACT.

Article 5 Language of the CONTRACT

5.1 English Language

CONTRACT has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the CONTRACT.

5.2 Translation

Unless otherwise specified or necessary, all matters arising from and/or in connection with the CONTRACT shall be conducted in English as being the language of the CONTRACT.

Documents and/or certificates in a language other than English must be accompanied by an English translation prepared by an approved translator. The appointment of any such translator shall be subject to prior approval by the COMPANY.

Article 6 Interpretation of the CONTRACT

6.1 Intention of the CONTRACT as a Whole

6.1.1 CONTRACT DOCUMENTS are intended to be correlative and mutually explanatory and any WORK required and/or PLANT requirements, in one document and not mentioned in another shall be part of the WORK at no additional cost or expense for the COMPANY regardless of the order of priority of the respective CONTRACT DOCUMENTS.

6.1.2 The misplacement, addition or omission of a word or character shall not change the intent of any part of the CONTRACT from that set forth in the CONTRACT as a whole.

6.1.3 CONTRACTOR shall be solely responsible for requesting any interpretation or clarification of any matter and any CONFLICT from the COMPANY and shall bear any costs and expenses arising from its failure to do so.

6.1.4 Any and all CONFLICTS in and/or between any of the CONTRACT DOCUMENTS, shall not relieve the CONTRACTOR from performing all of the required WORK nor from completing the PLANT in accordance with the CONTRACT and APPLICABLE LAWS.

6.2 Order of Priority of the CONTRACT DOCUMENTS

6.2.1 For the purposes of interpretation and except as stated in Sub-Article 6.1.1, if there is any CONFLICT in or between any of the CONTRACT DOCUMENTS, and unless expressly provided otherwise, priority shall be given in the order of precedence in which CONTRACT DOCUMENTS appear, i.e. the articles of the AGREEMENT shall take precedence over the rest of the CONTRACT, followed by the ANNEXES and the EXHIBITS in the order in which they appear except for Exhibit F which shall have the lowest priority. For clarity Exhibit F sets out certain minimum requirements to be complied with by the CONTRACTOR but

shall not limit nor restrict the CONTRACTOR's obligations to design, perform and complete the WORK and the PLANT in accordance with the CONTRACT, and to provide everything necessary for the performance of the WORK including but not limited to the provision of additional and/or enhanced CONSTRUCTION EQUIPMENT, CONTRACTOR ITEMS, additional CONTRACTOR PERSONNEL and anything else that may be necessary.

6.2.2 In case of any CONFLICT in an Exhibit or between documents listed in or forming an Exhibit, the most stringent requirement shall apply.

6.3 Clarification of CONFLICTS

6.3.1 During the performance of the WORK, should any CONFLICT become apparent in or between or among the CONTRACT DOCUMENTS the CONTRACTOR shall immediately notify the COMPANY of same and shall obtain clarification from the COMPANY prior to commencing any related part of the WORK, it being understood that performance of any such WORK prior to clarification shall be at CONTRACTOR's risk, cost expense and risk

6.3.2 COMPANY shall give its clarification within fourteen (14) days of receipt of the CONTRACTOR's request for clarification unless the CONTRACTOR has qualified the matter as urgent and important in which case the COMPANY shall give the main elements of its clarification within seven (7) days.

6.3.3 CONTRACTOR may appeal COMPANY's clarification within seven (7) days of receipt thereof or, if the matter is qualified in writing as important and urgent, within three (3) days of receipt thereof, failing which such clarification shall be deemed final and binding.

6.3.4 CONTRACTOR shall proceed with the performance of the WORK in accordance with COMPANY's clarification.

6.3.5 If at any time, the COMPANY discovers a discrepancy as aforesaid, it shall so notify the CONTRACTOR and give its clarification within the periods of time set out above.

Article 7 Status of the PARTIES

7.1 Status of the COMPANY

The COMPANY enters into the CONTRACT for itself and as agent for and on behalf of the CO-VENTURERS. Notwithstanding the foregoing:

a) the CONTRACTOR agrees to look only to the COMPANY for the due performance of the CONTRACT and nothing contained in the CONTRACT shall impose any liability on, or entitle the CONTRACTOR to commence any proceedings against, any CO-VENTURERS other than the COMPANY;

b) the COMPANY, and only the COMPANY, is entitled to enforce the CONTRACT on behalf of all CO-VENTURERS as well as for itself. For that purpose the COMPANY shall commence proceedings in its own name to enforce all obligations and liabilities of the CONTRACTOR and to make any CLAIM any CO-VENTURER may have against the CONTRACTOR; and

c) all CLAIMS recoverable by the COMPANY pursuant to the CONTRACT or otherwise shall include the CLAIMS of CO-VENTURERS except that such CLAIMS shall be subject to the same limitations or exclusions of liability applicable

to the COMPANY or the CONTRACTOR under the CONTRACT.

Notwithstanding the foregoing generality, in the event of any dispute initiated by the CONTRACTOR against the COMPANY and/or CO-VENTURER, each CO-VENTURER shall only be liable to the CONTRACTOR, severally, up to a maximum amount being same percentage of such CLAIM as the percentage of the CO-VENTURER's participating interest in the PROJECT Consortium.

7.2 Status of The CONTRACTOR

7.2.1 The CONTRACTOR declares, warrants and represents that it possesses the necessary knowledge that it is fully experienced and technically competent to perform the WORK and construct the PLANT and that it is properly financed, organized and equipped to perform such WORK and to construct and install such PLANT.

7.2.2 CONTRACTOR is an independent contractor with respect to all matters concerning, arising from and/or in connection with the CONTRACT, including the WORK and the performance thereof and the PLANT and shall exercise independent; management, implementation, control and supervision in the performance of the WORK and the PLANT, subject to and in accordance with the terms of the CONTRACT and APPLICABLE LAWS.

7.2.3 CONTRACTOR shall perform all obligations and duties under the CONTRACT at its own cost, risk and responsibility, in due compliance with the WORK TIME SCHEDULE and with the provisions of the CONTRACT. The CONTRACTOR's failure to perform any obligations shall always be at its sole risk, cost , expense and risk.

7.2.4 COMPANY shall not direct the execution of the WORK, except as provided for under provisions of the CONTRACT covering defective performance by the CONTRACTOR and/or take-over by the COMPANY.

7.2.5 CONTRACTOR is not the COMPANY's agent or partner. The CONTRACTOR shall be responsible for all costs and expenses resulting from its independent status including salaries, bonuses, insurances, taxes and social welfare contributions of any kind related to the CONTRACTOR's PERSONNEL.

7.2.6 Nothing in the CONTRACT implies, directly or indirectly, that any of the CONTRACTOR PERSONNEL are agents, servants or employees of the COMPANY. All of the CONTRACTOR's responsibilities under the CONTRACT, including those concerning the CONTRACTOR's PERSONNEL, shall be undertaken in the name of the CONTRACTOR and not in the name of the COMPANY.

7.2.7 CONTRACTOR shall not represent the COMPANY or act for or on behalf of the COMPANY or in its name without the COMPANY's prior approval and then only as and when mutually agreed by the PARTIES. Relations with third parties shall be subject to procedures previously agreed to by the COMPANY. No PERSONNEL of the CONTRACTOR shall be deemed in any way to be the PERSONNEL of the COMPANY.

7.2.8 Omissions or actions of the COMPANY and/or inspecting authorities or certifying agencies, including any comments or absence thereof, presence or absence of

representatives at any time including during tests and inspections, issuance of certificates other than FINAL ACCEPTANCE CERTIFICATE (subject to surviving obligations), payments, approval, APPROVAL and the like, shall not release the CONTRACTOR in any way from any of its obligations and liabilities under the CONTRACT or at law, nor imply acceptance of defective or deficient WORK.

Article 8 COMPANY REPRESENTATIVE

8.1 Appointment

COMPANY REPRESENTATIVE is the person named as such in Article 55 or if none is stated in Article 55, the COMPANY shall appoint a COMPANY REPRESENTATIVE, who, subject to Sub-Article 8.2 below, shall be the authorized delegate of the COMPANY for the purpose of the CONTRACT. The COMPANY shall be entitled to replace the COMPANY REPRESENTATIVE at any time, in such event the COMPANY shall inform the CONTRACTOR in writing, accordingly.

8.2 Delegation

COMPANY REPRESENTATIVE shall have the right to delegate specific tasks to one or more persons designated by it. In such a case, the COMPANY REPRESENTATIVE shall inform the CONTRACTOR in writing of the names of such persons and the scope of their delegation. At all times during the performance of the CONTRACT, the COMPANY REPRESENTATIVE shall have the right to cancel in writing any such delegation.

8.3 COMPANY Instructions and Directions

8.3.1 COMPANY REPRESENTATIVE and any duly authorized delegate in accordance with the terms of such delegation, shall have the right to instruct and/or direct the CONTRACTOR with regard to the performance of the CONTRACT, and any matter concerning the WORK, performance of the WORK, compliance and/or non-compliance by any member of CONTRACTOR GROUP with the terms and requirements of the CONTRACT and any other matter specifically provided for in the CONTRACT.

8.3.2 However, if the CONTRACTOR should receive a verbal instruction from the COMPANY REPRESENTATIVE or from any duly authorized delegate, in accordance with the terms of such delegation, the CONTRACTOR shall immediately confirm the same in writing to the COMPANY REPRESENTATIVE and request written confirmation. Any such instructions not confirmed in writing within forty-eight (48) hours by the COMPANY REPRESENTATIVE or duly authorized delegate in accordance with the terms of such delegation, shall be null and void.

8.3.3 CONTRACTOR shall immediately comply with all validly issued instructions and/or directions.

8.4 Work Instructions

8.4.1 Notwithstanding Sub-Article 8.3, the COMPANY shall have the right at any time to issue a Work Instruction to the CONTRACTOR which shall generally be in the form as included in Exhibit G Annex-6 and shall be signed by the COMPANY REPRESENTATIVE.

8.4.2 CONTRACTOR shall immediately comply with each valid Work Instruction as and when received, irrespective if the subject matter is a COMPANY instructed modification and irrespective of if the CONTRACTOR is entitled to a CHANGE ORDER.

8.4.3 Compliance by the CONTRACTOR with a Work Instruction shall not prejudice the rights of either PARTY to a CHANGE ORDER.

8.4.4 All requests for a CHANGE ORDER pertaining to a Work Instruction shall be notified, prepared and submitted in accordance with Article 22, Exhibit G Annex-6 and the other terms and requirements of the CONTRACT.

Article 9 CONTRACTOR's Organization and Resources

9.1 CONTRACTOR's Organization

In order to ensure the proper and timely performance of the WORK in accordance with the terms and requirements of the CONTRACT, the CONTRACTOR shall from the commencement of the WORK until its completion develop, provide and maintain fully resourced functional organizations (including those for; project management, quality management, safety management, surveys, engineering, procurement services and supply, construction, pre-commissioning, commissioning, PERFORMANCE TESTING, satisfactory completion of the PLANT, rectification of defects and deficiencies in the WARRANTY PERIOD) and shall provide all resources, including CONTRACTOR ITEMS, CONSTRUCTION EQUIPMENT, PERSONNEL and all other things required and as well as those necessary to fulfil all of the CONTRACTOR's obligations under the CONTRACT and APPLICABLE LAWS.

9.2 Association of Companies (Whenever applicable)

Note to TENDERERS: if the CONTRACTOR is not an association of companies the following text of Sub-Article 9.2 and the second paragraph of Sub-Article 32.2.1 will not appear in the final executed CONTRACT. Sub-Article 9.2 and the second paragraph of Sub-Article 32.2.1 shall remain but shall be titled as "Not Applicable".

If the CONTRACTOR is an association of companies, all such companies shall be a PARTY to and shall sign the CONTRACT and shall be jointly and severally liable under the CONTRACT; however without prejudice to the principle of joint and several liability, the CONTRACTOR hereby irrevocably nominates for the duration of the CONTRACT …… as its sole agent with full power to represent the CONTRACTOR for all matters, to act on its behalf, receive all payments and to settle any CLAIM. Said agent shall be the single point of contact with the COMPANY and shall prepare and present all of the CONTRACTOR's invoices in accordance with the terms and requirements of the CONTRACT.

9.3 CONTRACTOR REPRESENTATIVE

9.3.1 CONTRACTOR shall appoint and keep assigned to the WORK during the entire duration of the CONTRACT an experienced and suitably qualified CONTRACTOR REPRESENTATIVE who shall be fully knowledgeable in all aspects of the CONTRACT and the WORK and the PLANT and have full charge at all times of all operations of the CONTRACTOR in respect of the WORK and the PLANT and who shall full authority to represent the CONTRACTOR in all matters related to the performance of the CONTRACT.

9.3.2 It being understood that notwithstanding the other terms of the CONTRACT the CONTRACTOR REPRESENTATIVE has the full authority to agree and sign CHANGE ORDERS on behalf of the CONTRACTOR.

9.3.3 Any communications or notice given to the CONTRACTOR REPRESENTATIVE or its duly authorized delegate by the COMPANY REPRESENTATIVE or its duly authorized delegate shall be considered as given to the CONTRACTOR.

9.3.4 Appointment and/or replacement of the CONTRACTOR REPRESENTATIVE shall be subject to prior written approval by the COMPANY. The CONTRACTOR REPRESENTATIVE shall not be changed during the execution of the WORK unless the COMPANY approves such change in writing. Such approval shall not be unreasonably withheld or delayed.

9.3.5 CONTRACTOR shall appoint a competent, experienced, and qualified Deputy CONTRACTOR REPRESENTATIVE at each SITE who shall be fully authorized to act for and on behalf of the CONTRACTOR REPRESENTATIVE with regard to all aspects of WORK performed at the applicable SITE when the CONTRACTOR REPRESENTATIVE is not present at such a SITE.

9.3.6 Any appointment and/or replacement of any Deputy CONTRACTOR REPRESENTATIVE shall be subject to prior written approval by the COMPANY REPRESENTATIVE.

Article 10 Assignment and Novation

10.1 Assignment and/or Novation by the COMPANY

10.1.1 COMPANY at its sole discretion and by simple written notice of assignment to the CONTRACTOR, shall have the right to freely assign charge, transfer or declare any trust over the CONTRACT or any part thereof or any right, benefit or interest arising under the CONTRACT to any AFFILIATE of the COMPANY or to COVENTURERS or to PTT Public Company Limited.

10.1.2 COMPANY shall be entitled to assign or novate the CONTRACT to any third party with the prior written consent of the CONTRACTOR, provided such consent shall not be unreasonably withheld or delayed.

10.1.3 Any such assignment or novation of the CONTRACT by the COMPANY shall not relieve the CONTRACTOR of any of its obligations or liabilities under the CONTRACT and otherwise and the CONTRACTOR hereby agrees that in the event of any such assignment or novation CONTRACTOR shall continue to perform all its duties and obligations under the CONTRACT subject to the terms of the assignment or novation.

10.1.4 If required by the terms of any such assignment or novation the CONTRACTOR shall cause any parent company guarantee, and or performance bank guarantee to be reissued for the benefit of the assignee or novatee, as applicable, in lieu of the COMPANY, and such guarantees shall be exchanged against those already in force.

10.2 Assignment and Novation by CONTRACTOR

CONTRACTOR shall not assign and shall not novate the CONTRACT, nor transfer any part of it, nor any benefit, interest, right or obligation therein nor payment due hereunder without the COMPANY's prior written approval.

Article 11 SUBCONTRACTORS and VENDORS

11.1 General Obligations

11.1.1 CONTRACTOR shall not subcontract the whole of the WORK.

11.1.2 CONTRACTOR shall be solely and fully responsible and liable to the COMPANY for the expeditious and satisfactory performance of WORK by each SUBCONTRACTOR and each VENDOR and for their strict compliance with the terms and requirements of the CONTRACT in so far as they are applicable to the subcontracted WORK, the performance thereof and the CONTRACTOR ITEMS, including all of the obligations of the CONTRACTOR under the CONTRACT with regard to the same and any related undertakings given.

11.1.3 CONTRACTOR shall be responsible to the COMPANY for any and all acts, omissions, errors, deficiencies, defaults and/or neglects of its SUBCONTRACTORS and VENDORS and/or their respective PERSONNEL as if they were acts, omissions, errors, deficiencies, defaults and neglects of the CONTRACTOR and/or its PERSONNEL.

11.1.4 Any SUBCONTRACT and any Purchase Order for CONTRACTOR ITEMS, made by the CONTRACTOR (whether with or without the COMPANY's approval), shall not relieve or absolve the CONTRACTOR from full responsibility for the timely and satisfactory provision of the WORK or from its obligations or liabilities under the CONTRACT.

11.1.5 The obtaining of warranties and/or guarantees from any SUBCONTRACTOR and/or any VENDOR and/or the CONTRACTOR's failure to obtain any such warranties and guarantees shall not relieve the CONTRACTOR of any of its obligations and liabilities under the CONTRACT.

11.1.6 The major SUBCONTRACTOR or Office or WORKSITE shall comprise as listed in Exhibit K Annex-5.

The CONTRACTOR shall not change, remove or substitute any of the Major SUBCONTRACTOR or Office or WORKSITE without obtaining written approval from the COMPANY.

If the CONTRACTOR change, remove or substitute Major SUBCONTRACTOR or Office or WORKSITE in violation of this provision, the COMPANY shall be entitled to apply liquidated damages as the amount set out under sub-article 34.2 and Exhibit B.

11.2 Selection and Approval of SUBCONTRACTORS and VENDORS

11.2.1 Selection of VENDOR and SUBCONTRACTOR

a) Unless otherwise approved by the COMPANY, the CONTRACTOR shall only select potential SUBCONTRACTORS and VENDORS from those

listed in Exhibit J for the performance of specific parts of the WORK as listed therein.

b) The selection of potential SUBCONTRACTORS and VENDORS, tendering, evaluation and award of each SUBCONTRACT and each Purchase Order for CONTRACTOR ITEMS, shall be done subject to and in accordance with this Article 11, Exhibit G Annex-2, Exhibit J, Exhibit K and the other terms and requirements of the CONTRACT. The same requirements shall apply for each subcontractor and sub-vendor of any tier.

c) CONTRACTOR shall ensure that each SUBCONTRACTOR and each VENDOR is technically competent to perform the WORK, is solvent, properly financed, organized, equipped and has qualified and experienced PERSONNEL and equipment to perform the WORK in the kind of activities required by the specific parts of the WORK they will have to perform.

d) Where required the CONTRACTOR shall ensure that SUBCONTRACTORS and VENDORS are pre-qualified in accordance with requirements stated in Exhibit G Annex-2, Exhibit J and the other terms and requirements of the CONTRACT.

11.2.2 Approval of VENDOR and SUBCONTRACTOR

a) CONTRACTOR shall not subcontract nor sublet any part of the WORK nor award or enter into any SUBCONTRACT nor award or enter into any Purchase Order for any CONTRACTOR ITEM, without first obtaining prior written approval from the COMPANY to award such SUBCONTRACT or Purchase Order.

b) The process and requirements for seeking approval of each SUBCONTRACTOR and each VENDOR and for APPROVAL of the respective SUBCONTRACTS and Purchase Orders shall be as described in this Article 11, Exhibit G Annex-2, Exhibit J and the other applicable parts of the CONTRACT. The CONTRACTOR shall not deviate from any such requirements.

c) COMPANY shall have the right at its sole discretion, to refuse to approve the award of any SUBCONTRACT or Purchase Order for CONTRACTOR ITEM without justifying or explaining the reasons for such refusal, including if any proposed SUBCONTRACTOR or proposed VENDOR:

i) is not listed in Exhibit J,
ii) for whom the proposed SUBCONTRACT or Purchase Order does not comply with the requirements of this CONTRACT in any respect including pass down requirements,
iii) if the CONTRACTOR has not complied with any of the requirements of Sub-Article 11.2.1,
iv) does not comply with or fulfill the pre-qualification requirements stipulated in the CONTRACT,
v) refuses to sign the "Liability and Insurance Agreement from SUBCONTRACTOR" in the form and content as per ANNEX-3,

vi) refuses to sign and maintain signed for the duration of the CONTRACT a "Mutual Indemnity and Waiver of Recourse Agreement from the SUBCONTRACTOR" as per ANNEX-2B.

11.2.3 Effect of Approval by the COMPANY

Approval by the COMPANY of any SUBCONTRACTOR or VENDOR or any APPROVAL made by the COMPANY for and/or in connection with any SUBCONTRACT or Purchase Order for CONTRACTOR ITEMS shall not create a contractual relationship of any kind whatsoever between the COMPANY and the SUBCONTRACTOR or VENDOR, nor shall any such approval or APPROVAL relieve the CONTRACTOR of any of its obligations, responsibilities and liabilities under the CONTRACT or otherwise.

11.3 Pass down Requirements

11.3.1 CONTRACTOR shall use best endeavors to ensure that all SUBCONTRACTS and all Purchase Orders for CONTRACTOR ITEMS are placed under conditions similar to all relevant conditions of the present CONTRACT.

11.3.2 In addition, the CONTRACTOR shall ensure that all SUBCONTRACTS and Purchase Orders for CONTRACTOR ITEMS include the following:

a) a signed "Mutual Indemnity and Waiver of Recourse Agreement from the SUBCONTRACTOR as per ANNEX-2B and

b) a signed "Liability and Insurance Agreement from SUBCONTRACTOR" as per ANNEX-3,

for the part of the WORK subcontracted.

11.4 Not Applicable

11.5 Performance of WORK by SUBCONTRACTOR and VENDOR

11.5.1 CONTRACTOR shall manage, monitor, control, supervise, inspect and expedite the performance of the WORK by each SUBCONTRACTOR and each VENDOR and shall ensure and verify that all such WORK is performed satisfactorily, expeditiously in full compliance with the requirements of the CONTRACT including those with regard to the WORK, performance of the WORK and the PLANT. The CONTRACTOR shall provide written evidence thereof in the manner stipulated in the CONTRACT and upon request from the COMPANY.

11.5.2 The exercise by the COMPANY of its rights under the CONTRACT to approve, to inspect and/or financially and/or technically audit any SUBCONTRACTOR and/or VENDOR (potential and otherwise) shall not relieve the CONTRACTOR of any of its obligations and liabilities under the CONTRACT.

11.5.3 Non-conformity performance of the WORK by SUBCONTRACTOR and/or VENDOR is not entitled CONTRACTOR to an Extension of Time pursuant to article 15.

11.6 Default on the Part of SUBCONTRACTOR and/or VENDOR

11.6.1 Generally

Except as may be expressly provided otherwise any act, omission, error, deficiency, default and/or neglect of a SUBCONTRACTOR and/or of its

PERSONNEL, likewise a VENDOR and/or its PERSONNEL, shall be deemed to be an act, omission, error, deficiency, default and or neglect of the CONTRACTOR.

11.6.2 Rectification of Non-conformances

CONTRACTOR shall at its own risk, cost, and expense immediately initiate actions to rectify any and all omissions, errors, non-conformities, defects, deficiencies, defaults, neglects, delays etc., ("non-conformances") in WORK performed by each SUBCONTRACTOR and each VENDOR including the development of recovery plans and implementation of recovery actions subject to and in accordance with Article 15.

11.6.3 Removal of VENDOR and SUBCONTRACTOR

Without restriction and/or limitation of the COMPANY's rights under Article 48, the COMPANY shall also have the right at its sole discretion to request the immediate removal of a SUBCONTRACTOR or VENDOR from further involvement in the WORK subject to providing seven (7) days prior notification to the CONTRACTOR, specifying the reasons for such "request to remove." Reasons for removal may include any of those listed in Sub-Article 48.1 and/or other default by the SUBCONTRACTOR or VENDOR under the terms and requirements of the applicable SUBCONTRACT or Purchase Order.

Upon receipt of any such "request to remove" the CONTRACTOR shall, at its own, risk, cost and expense and without right to an extension of time pursuant to Article 15, immediately remove such SUBCONTRACTOR or VENDOR in accordance with COMPANY's "request to remove".

11.6.4 Replacement of VENDOR and SUBCONTRACTOR

Upon receipt of any such "request to remove" the CONTRACTOR shall, at its own, risk, cost and expense and without right to an extension of time pursuant to Article 15, or additional payment from the COMPANY, immediately replace the applicable SUBCONTRACTOR or VENDOR in accordance with COMPANY's "request to remove".

The provisions of Sub-Article 11.1. 11.2, 11.3, 11.4, 11.5 and 11.6 shall apply in respect of any replacement SUBCONTRACTOR and/or VENDOR, without prejudice to the other obligations, responsibilities and liabilities of the CONTRACTOR under the CONTRACT and otherwise.

Article 12 Awareness of WORK Conditions

12.1 Acquaintance with WORK Conditions

Subject to Sub-Article 12.2, the CONTRACTOR hereby declares and warrants that prior to entering into the CONTRACT it has fully acquainted itself with regard to all conditions that could affect; the WORK and the performance thereof, the PLANT, the performance thereof, and the CONTRACTOR's responsibilities, obligations, and liabilities under the CONTRACT, referred to as "WORK Conditions" including, but not limited to:

a) the SITE CONDITIONS;
b) ENVIRONMENT conditions and requirements;
c) interface obligations and requirements,

d) boundary limits and all related conditions and requirements;
e) CONSTRAINTS,
f) CONSTRUCTION EQUIPMENT, PERSONNEL, CONTRACTOR ITEMS, COMPANY ITEMS, facilities, resources, and all things needed for the timely performance of the WORK and the remedying of any defects and deficiencies therein,
g) the availability of SUBCONTRACTORS, VENDORS, CONTRACTOR ITEMS, PERSONNEL, CONSTRUCTION EQUIPMENT, fuel, water, electric power and other utilities, facilities, accommodation, transportation and the like and all other things whatsoever required for the performance of the WORK and the remedying of defects and/or deficiencies therein,
h) APPLICABLE LAWS, local customs and social practices and the like,
i) any other local, regional, national and international customs and/or conditions that affect and/or may affect performance of the WORK and the remedying of defects and/or deficiencies therein, and
j) anything else that could affect the WORK, the performance of the WORK, the PLANT and/or the CONTRACTOR's responsibilities, obligations, and liabilities under the CONTRACT.

12.2 Responsibility of CONTRACTOR with respect to WORK Conditions

12.2.1 Except for rights to additional compensation and or extension of time as may be expressly stated in the CONTRACT, the CONTRACTOR hereby accepts all responsibilities and liabilities for having properly evaluated all risks, costs, expenses and contingencies of whatsoever nature for successfully performing the WORK and of satisfactorily completing the PLANT in conformity with the terms and requirements of the CONTRACT and for satisfying all of its obligations under the CONTRACT irrespective of actual WORK Conditions encountered and shall bear at its own cost, risk and expense, all and any consequences including those resulting from its improper evaluation.

12.2.2 CONTRACTOR undertakes not to make any CLAIM whatsoever nor to request any CHANGE ORDER for adjustment of the CONTRACT PRICE nor for any extension of time that is caused by or is attributable any of to the above mentioned WORK Conditions except as may be stated otherwise in the CONTRACT.

Article 13 Correctness and Sufficiency of CONTRACT DOCUMENTS

13.1 Acquaintance with CONTRACT DOCUMENTS

CONTRACTOR hereby declares and warrants that, prior to and upon entering into the CONTRACT, it has carefully examined all of the AGREEMENT and the ANNEXES thereto, the EXHIBITS and all of the documents referenced therein irrespective of if attached or not and has obtained a full understanding and knowledge of the nature, quality and scope of the WORK and all obligations under the CONTRACT and as can be inferred therefrom.

13.2 Correctness and Sufficiency of the CONTRACT DOCUMENTS

13.2.1 Subject to the provisions of Sub-Article 13.4 and 13.5, the CONTRACTOR hereby further declares and warrants that it is fully satisfied as to the adequacy, sufficiency, degree of detail, correctness and completeness of all of the CONTRACT DOCUMENTS and that they are in all respects fit and sufficient for their intended purpose and do not contain any CONFLICTS.

13.2.2 With the exception of any documents to be supplied by the COMPANY after the EFFECTIVE DATE in accordance with the provision of Sub-Article 14.2 and any other document that is expressly stated in the CONTRACT to be provided by the COMPANY, the COMPANY shall have no obligation to provide the CONTRACTOR with any other documents under the CONTRACT and the CONTRACTOR furthermore declares that it needs no other documents from the COMPANY in order to perform and complete the WORK in full compliance with the CONTRACT.

13.2.3 For clarity, the CONTRACTOR shall request, receive and utilize CONTRACTOR and OTHER EPC CONTRACTOR Interface documents and information provided by the OTHER EPC CONTRACTOR, as per the requirements of sub-article 14.12, Exhibit A Annex-10 and the other terms and requirements of this CONTRACT.

13.3 Responsibility for CONTRACT DOCUMENTS

13.3.1 Subject to the provisions of Sub-Article 13.1, 13.2, 13.4 and 13.5, the CONTRACTOR hereby accepts all responsibilities for having properly evaluated all costs and contingencies for successfully performing and completing the WORK and for fulfilling all of its obligations under the CONTRACT and shall bear all and any consequences resulting from its improper evaluation.

13.3.2 In particular, the CONTRACTOR declares that it has fully checked and verified the CONTRACT DOCUMENTS including the contents of the DESIGN DOSSIER and the interface document under Exhibit A Annex-10 and all documents referenced therein irrespective of if attached or not and accepts and takes full responsibility for such documents to the extent stipulated in this present Article 13 and within the due dates specified under Sub-Article 13.4 and 13.5.

13.3.3 CONTRACTOR hereby undertakes to make no CLAIMS whatsoever or requests for CHANGE ORDER, including for price adjustments and/or extension of time in respect of the CONTRACT DOCUMENTS, because of any inadequacy, insufficiency, degree of detail, incorrectness, incompleteness, lack of fitness and/or insufficiency for their intended purpose and/or because of any failure of the CONTRACTOR to sufficiently acquaint itself with such documents.

13.4 Responsibility for Endorsement of the DESIGN DOSSIER

13.4.1 The DESIGN DOSSIER is provided for information and is provided without any commitment or liability on the part of the COMPANY and without restriction or limitation of any obligation, responsibility, and/or liability of the CONTRACTOR under the terms and requirements of the CONTRACT and APPLICABLE LAWS.

13.4.2 CONTRACTOR hereby declares and warrants that prior to the EFFECTIVE DATE it has read and verified all aspects of the contents of the DESIGN DOSSIER and the CONTRACTOR has endorsed the contents of the DESIGN DOSSIER and hereby waives all rights to recourse in the manner and to the extent stipulated in ANNEX-5/A (Certificate of Endorsement of the DESIGN DOSSIER).

13.4.3 Accordingly, the CONTRACTOR hereby waives all rights of recourse in respect of whatsoever nature against the COMPANY arising from or in connection with and/or use by the CONTRACTOR of the parts of the DESIGN DOSSIER

endorsed by him and shall not make any CLAIM with respect to the sufficiency and completeness of those parts of the DESIGN DOSSIER endorsed by him, nor for any CONFLICTS contained therein, except as is provided in Sub-Article 13.5.

13.5 Not Applicable

Article 14 Performance of the WORK

14.1 General Requirements

14.1.1 Responsibility of the CONTRACTOR

CONTRACTOR shall perform and complete the WORK and construct the PLANT in accordance with the terms and requirements of the CONTRACT and shall not deviate from the CONTRACT DOCUMENTS or APPROVED documents without prior approval from COMPANY.

14.1.2 Standards of Workmanship

CONTRACTOR shall perform and where applicable ensure the WORK is performed, in accordance with the CONTRACT exercising all reasonable skill, care, diligence and good judgement in a professional manner in accordance with sound engineering practice and the highest standards of workmanship known for similar kinds of work in the oil and gas industry internationally.

14.1.3 Design Objectives

The PLANT shall be designed and engineered in accordance with the terms and requirements of the CONTRACT and shall fully conform with the terms and requirements of the CONTRACT including Exhibit E, APPLICABLE LAWS, and all; operational, personnel safety, operability, efficiency, maintenance, and SSHE requirements.

14.1.4 System of Units

Unless expressly otherwise specified in the CONTRACT DOCUMENTS or required by the COMPANY, the CONTRACTOR shall use for all CONTRACTOR DOCUMENTS the metric system under the International System (SI) of Units but shall use inches for diameters of pipes and pipe accessories.

14.1.5 Standards and Codes

Unless expressly otherwise specified, wherever reference is made in the CONTRACT to any standard and/or code in accordance with which the WORK is to be performed, or for any PLANT requirement, the edition or revision of the standard or code current on the EFFECTIVE DATE shall apply. Unless otherwise mentioned, such reference is solely for implementation of the technical portions of such standards and codes.

14.2 Additional Documents

14.2.1 Issuance of Additional Documents

COMPANY shall have the right at any time to issue any other document or any revised document, referred to herein as "Additional Document" including

COMPANY provided information, if any, to the CONTRACTOR to supplement or replace any CONTRACT DOCUMENT.

14.2.2 Examination and Verification of Additional Documents

CONTRACTOR shall immediately upon receipt of any Additional Document, including COMPANY provided information (if any), carefully examine, and verify the contents of each such Additional Document received and shall, not later than seven (7) days after the date of receipt, or such other period as the COMPANY may agree, inform the COMPANY of any CONFLICT that exists and request clarification pursuant to Sub-Article 6.3.

CONTRACTOR shall be responsible for examination, verification and the correct use of Additional Documents including COMPANY provided information, if any, and the information contained therein and shall be fully responsible and liable for any and all consequences resulting from its improper evaluation and/or use.

14.2.3 COMPANY provided information (if any)

Details of COMPANY provided information, if any, and applicable conditions with regard thereto are as stated Exhibit E and the other terms and requirements of the CONTRACT.

CONTRACTOR shall be fully responsible and liable for the interpretation and use of all COMPANY provided information and the CONTRACTOR hereby accepts all responsibilities to properly examine, assess, evaluate and use such COMPANY provided information and to bear any and all consequences resulting from its improper evaluation and/or use thereof.

14.3 COMPANY ITEMS (if any)

14.3.1 Provision of COMPANY ITEMS

COMPANY shall provide COMPANY ITEMS, if any, in the manner and at such times as stipulated in Exhibit I.

14.3.2 Inspection of COMPANY ITEMS

Upon delivery of any COMPANY ITEMS, the CONTRACTOR shall immediately receive and perform a joint visual inspection with COMPANY nominated inspector in order to verify the quantities and condition of items received. The CONTRACTOR shall give the COMPANY adequate notice of such inspection.

14.3.3 Recording of Receipt of COMPANY ITEMS

CONTRACTOR shall record and document receipt of each COMPANY ITEMS and inspection findings made at the time of delivery, shall provide the COMPANY with a copy of the receiving report and shall immediately notify the COMPANY of any overages and shortages in delivered quantities, as well as visually apparent defects, damages and non-conformities.

Failure of CONTRACTOR to notify the COMPANY as aforesaid shall be deemed conclusive evidence that any such COMPANY ITEMS was free from any shortfall in delivered quantities, apparent defects, damages and/or non-conformities at the date and time of delivery. In such event, the CONTRACTOR shall be responsible and liable for such COMPANY ITEMS as if the shortfall in

delivered quantities, apparent defects or damages, were caused by CONTRACTOR.

14.3.4 Custody, Use and Protection of COMPANY ITEMS

Upon delivery of each COMPANY ITEMS, the CONTRACTOR shall assume full responsibility and liability for it including; care, custody, packaging, storage and control, material identification, transportation, protection, safety and security, maintenance, preservation of the COMPANY ITEMS in accordance with the terms and requirements of the CONTRACT, the best professional practices and SUPPLIER recommendations and requirements including but not limited to use, storage, protection against weather hazards, water, humidity, sand, fire, theft, vandalism and the like and for disposal of any scrap or surplus COMPANY ITEMS subject to and in accordance with the CONTRACT terms and requirements. The CONTRACTOR shall be fully responsible and liable for the consequences of any failure on its part to do so.

14.3.5 Missing or Damaged COMPANY ITEMS

Any COMPANY ITEMS missing, damaged or lost while under care and custody of the CONTRACTOR shall be promptly replaced or repaired either by the CONTRACTOR or at COMPANY's sole discretion, by others.

All such replacements and/or repairs shall be at the CONTRACTOR's sole cost and expense unless and to the extent compensated under policies of insurance placed by the COMPANY as per Article 43.

14.3.6 Transportation of COMPANY ITEMS

COMPANY shall deliver COMPANY ITEMS to the designated delivery point stipulated in Exhibit I. The CONTRACTOR shall transport each COMPANY ITEMS from the designated delivery point to the applicable SITE and shall be fully responsible and liable for selection of the means of conveyance, loading, protection, maintenance, preservation, safe transportation and unloading of COMPANY ITEMS at the SITE. The CONTRACTOR shall submit for the prior APPROVAL of the COMPANY, all the necessary CONTRACTOR DOCUMENTS with regard thereto.

14.3.7 Installation of COMPANY ITEMS

CONTRACTOR shall perform all operations necessary to ensure the correct, proper and timely incorporation of each COMPANY ITEMS in the RESULT OF THE WORK and/or the PLANT as applicable, including but not limited to the satisfactory verification and implementation of all interfaces with the equipment, materials and fabricated items supplied or made by the CONTRACTOR, and any related engineering, materials supply, fabrication and/or construction activities.

14.3.8 Defects and Damages

CONTRACTOR shall immediately notify the COMPANY giving full details if any COMPANY ITEMS is damaged or if any defects become apparent in any COMPANY ITEMS during the performance of the WORK.

14.3.9 Detailed and Complete Reconciliation of all COMPANY ITEMS

At the times specified in the CONTRACT and if none is specified then no later than every three (3) months during the performance of the WORK, the CONTRACTOR shall prepare and submit fully detailed, comprehensive and complete reconciliation reports for COMPANY ITEMS.

Each reconciliation report shall distinguish between those COMPANY ITEMS that are imported into the country of the SITE and those COMPANY ITEMS that are obtained locally and any further sub-divisions the COMPANY may request. The CONTRACTOR shall notify and invite the COMPANY to participate in the inspections of the COMPANY ITEMS for reconciliation report.

The cost of any shortfall in quantities, missing, and/or damaged COMPANY ITEMS shall be payable by CONTRACTOR to the COMPANY except for reasonable construction and cutting waste calculated in accordance with Exhibit G Annex-5. The CONTRACTOR shall identify actual quantities of construction and cutting waste in the aforementioned reconciliation reports.

14.3.10 Surplus and Scrap COMPANY ITEMS

CONTRACTOR shall comply with the requirements of Exhibit G Annex-5 with regard to sale and disposal of surplus and scrap COMPANY ITEMS.

COMPANY shall instruct CONTRACTOR to either:

a) sell and/or dispose of scrap and/or surplus COMPANY ITEMS, or

b) transfer surplus COMPANY ITEMS from SITE to a location to be specified by the COMPANY.

All of the CONTRACTOR's costs and expenses, management, overhead, and all of the CONTRACTOR's other costs and expenses of whatsoever nature arising from and/or in connection with the sale and disposal of surplus and/or scrap COMPANY ITEMS shall be deemed included within the Initial CONTRACT PRICE except for costs of loading, transport, and delivery of surplus COMPANY ITEMS to a location outside of the country of the SITE, to be specified by the COMPANY, which shall be compensated by means of a CHANGE ORDER priced on a net cost basis without uplift or fee for the direct cost of transport for the transfer of surplus COMPANY ITEMS.

14.4 CONTRACTOR DOCUMENTS

14.4.1 Preparation and Submission of CONTRACTOR DOCUMENTS

a) CONTRACTOR shall ensure that all CONTRACTOR DOCUMENTS are developed and prepared in a correct, proper and timely manner fully in accordance with the terms and requirements of the CONTRACT. Such preparation shall include but is not limited to where required and/or necessary consultation with the OTHER EPC CONTRACTOR and utilization / incorporation of applicable interface documents, information and comments.

b) CONTRACTOR shall submit all required CONTRACTOR DOCUMENTS and those necessary in accordance with the terms and requirements of the CONTRACT, including technical document and correspondence in

accordance as applicable with Exhibit A Annex-1, Exhibit G Annex-1, the Document and Correspondence Control Procedure and the other terms and requirements of the CONTRACT. and also provide a copy of required and/or necessary CONTRACTOR DOCUMENTS to the OTHER EPC CONTRACTOR at the same time for review and comment.

If the OTHER EPC CONTRACTOR does not provide comments within seven (7) working days from receipt of the aforementioned mentioned documents, then subject to Exhibit A Annex-1, the CONTRACTOR may, subject to the provisions of sub-article 14.12, proceed on the basis that the OTHER EPC CONTRACTOR has no comments.

The CONTRACTOR shall also provide CONTRACTOR DOCUMENTS to the OTHER EPC CONTRACTOR for endorsement in accordance with sub-article 14.12 and Exhibit A Annex-10.

c) CONTRACTOR shall not deviate from the terms and requirements of APPROVED OTHER EPC CONTRACTOR DOCUMENTS and the APPROVED CONTRACT DOCUMENTS nor from Additional Documents supplied by the COMPANY as per Sub-Article 14.2 (if any), without prior written approval of the COMPANY.

d) Any and all deviations shall be proposed by the CONTRACTOR in advance as per the Exhibit H and the other terms and requirements of the CONTRACT for review and comment and if applicable APPROVAL by the COMPANY.

14.4.2 APPROVAL of CONTRACTOR DOCUMENTS

CONTRACTOR shall prepare and submit CONTRACTOR DOCUMENTS in accordance with the requirements of Exhibit A Annex-1 and the other terms and requirements of the CONTRACT.

The APPROVAL Process for CONTRACTOR DOCUMENTS shall be as stated in Exhibit A Annex-1 and shall be subject to the other terms and requirements of the CONTRACT.

If the COMPANY does not provide its comments for a properly prepared and correctly submitted CONTRACTOR DOCUMENT within the applicable period stated in Exhibit A Annex-1 then the CONTRACTOR may proceed with the related WORK, at its own risk, liability and expense and without limitation, waiver and/or restriction of COMPANY's rights under the CONTRACT and otherwise.

14.4.3 Responsibility for CONTRACTOR DOCUMENTS

APPROVAL and/or approval and/or comments made by the COMPANY on and/or in respect of any CONTRACTOR DOCUMENT shall not relieve the CONTRACTOR of any of its obligations, responsibilities and liabilities under the CONTRACT or APPLICABLE LAWS.

14.4.4 FINAL DOCUMENTATION

CONTRACTOR shall prepare and shall submit FINAL DOCUMENTATION on a progressive basis in such form, content and at such times and in the manner

stipulated in Exhibit A Annex-1 and the other terms and requirements of the CONTRACT.

14.5 Procurement and Supply of CONTRACTOR ITEMS

14.5.1 Procurement and Supply

CONTRACTOR shall procure and supply all required CONTRACTOR ITEMS and shall perform all required WORK for and in connection therewith.

All CONTRACTOR ITEMS shall:

a) be new and shall be in full conformity and compliance with the type, quality and quantity required by the CONTRACT,
b) be of sound design, specification, materials and workmanship,
c) be free from defects and deficiencies,
d) be capable of the degree of performance specified in the CONTRACT,
e) be fit for the intended purpose specified in the CONTRACT either expressly or by implication, and if not so specified, be fit for their ordinary purpose as per the terms and requirements of the CONTRACT.

Subject to the other terms and requirements of the CONTRACT, if at any time should any defects and/or deficiencies become apparent in any of the CONTRACTOR ITEMS, the CONTRACTOR shall propose the method of repair and/or replacement of the defective / deficient CONTRACTOR ITEM which shall be subject to APPROVAL by the COMPANY and the CONTRACTOR shall rectify such defects and/or deficiencies within a timescale stipulated by the COMPANY at no cost to the COMPANY.

Any and all actions of the COMPANY (such as but not limited to APPROVAL, approval, inspection and acceptance) shall not relieve CONTRACTOR of any of its obligations, responsibilities and liabilities under the CONTRACT nor with regard to any CONTRACTOR ITEM.

14.5.2 Expediting

CONTRACTOR shall monitor, track, expedite and report all aspects of engineering, manufacturing, and supply of CONTRACTOR ITEMS at all stages including permits and licenses, detailed engineering, procurement and supply of materials and equipment, manufacturing, assembly, fabrication, inspection, testing, packaging, preservation, transportation and delivery.

Should the CONTRACTOR encounter delay in obtaining the CONTRACTOR ITEMS, or any parts thereof, CONTRACTOR shall, as necessary, initiate all steps to remedy such delay and simultaneously inform the COMPANY of the steps taken or to be undertaken.

14.5.3 Identification

At all stages of the WORK, the CONTRACTOR shall ensure the proper identification of all CONTRACTOR ITEMS with the corresponding records and maintenance of such identification markings. The CONTRACTOR shall provide the COMPANY with all related certificates and documentation upon delivery of such CONTRACTOR ITEMS at the SITE.

14.5.4 Transportation and Delivery of CONTRACTOR ITEMS

CONTRACTOR shall be responsible for the selection of the means and use of conveyance, packing, care, protection, preservation, maintenance, transport, and delivery and unloading of CONTRACTOR ITEMS in conformity with the terms and requirements of the CONTRACT. Transportation shall be carried out at CONTRACTOR's own risk except to the extent stated in Sub-Article 43.3.

14.5.5 Storage, Protection, Maintenance

CONTRACTOR shall carefully and properly unload, store, maintain and preserve CONTRACTOR ITEMS and protect them against weather hazards, water, humidity, temperature, fire, theft, vandalism and all other risks and hazards, in accordance with; VENDOR recommendations and requirements, best professional practices and the terms and requirements of the CONTRACT,

14.5.6 Detailed and Complete Reconciliation of CONTRACTOR ITEMS

In addition to its other obligations the CONTRACTOR shall during the performance of the WORK and for the period of the CONTRACT, prepare and maintain a fully detailed, comprehensive, and complete substantiated reconciliations of CONTRACTOR ITEMS (received, used, surplus and scrap) and shall distinguish between CONTRACTOR ITEMS manufactured in the country of the SITE and those imported. Such records shall be made available to the COMPANY as and when requested.

14.5.7 Disposal of Surplus and Scrap CONTRACTOR ITEMS

On completion of applicable WORK and in any event prior to completion of the WORK, the CONTRACTOR shall dispose of and/or remove from WORKSITES all surplus and scrap CONTRACTOR ITEMS that are no longer required for the WORK, or not required for incorporation into the PLANT and which are not to be delivered to the COMPANY. CONTRACTOR shall dispose of surplus and scrap CONTRACTOR ITEMS in accordance with the terms and requirements of the CONTRACT and APPLICABLE LAWS.

14.5.8 Ownership of Surplus and Scrap of CONTRACTOR ITEMS

Notwithstanding the Article 46.4 and subject to the provisions of sub-article 14.5.6 with regard to CONTRACTOR ITEMS, ownership of surplus and/or scrap CONTRACTOR ITEMS that are not required for the WORK or are not to be incorporated into the PLANT or are not to be supplied to the COMPANY as ship loose items shall, subject to COMPANY's approval, revert to the CONTRACTOR upon completion of the applicable WORK or before the issuance of the last PROVISIONAL ACCEPTANCE CERTIFICATE.

14.5.9 Subject to sub-article 14.5.7 and 14.5.8, the CONTRACTOR shall be fully responsible, liable for and hold harmless the COMPANY from all costs, expenses, liabilities, imposts, penalties, fines, fees and the like, to be imposed and or to which the COMPANY is exposed in respect of customs duties, import duties and charges on such surplus and scrap CONTRACTOR ITEMS and CONTRACTOR ITEMS that are disposed of in or removed to allocation in the Republic of the Union of Myanmar and all other WORK locations.

14.6 WORK Performance at SITES

14.6.1 Generally

CONTRACTOR shall perform the WORK and to the extent applicable ensure that the WORK is performed, in conformity with the terms and requirements of the CONTRACT.

14.6.2 SITE and Other Surveys

CONTRACTOR shall perform all required SITE and other surveys and those necessary including those described in Exhibit A, as well as s any other surveys and/or investigations in a timely manner in accordance with the terms and requirements of the CONTRACT.

14.6.3 Setting Out

CONTRACTOR shall perform all PLANT setting out in strict and full compliance with the terms and requirements of the CONTRACT.

CONTRACTOR shall be responsible for the correct and timely setting out of the PLANT and all other parts of the WORK in relation to the original points, lines, levels of reference and/or co-ordinates given by the COMPANY and for the correctness of the positions, locations, levels, dimensions, and alignment.

If at any time, during the performance of the WORK, any error appears in the setting out of the PLANT, or the WORK or any RESULT OF THE WORK the CONTRACTOR shall immediately rectify such error to COMPANY's satisfaction.

Should the CONTRACTOR demonstrate that such an error is based on incorrect information provided by the COMPANY and whose incorrectness could not have been detected by an experienced contractor acting prudently, then the expense of rectifying same shall be borne by the COMPANY. In all other cases, additional expenses and delays shall be for CONTRACTOR's account.

14.6.4 Protection of People and Property

In the performance of WORK the CONTRACTOR shall do and provide all things required and those necessary to preserve and protect people, existing property, and infrastructure (located at SITE and otherwise) including roads, paving, bridges, culverts, drainage, buildings, UTILITY INFRASTRUCTURE, and all other things and structures, from possible and/or actual loss and/or damage caused by or attributable to any member of the CONTRACTOR GROUP, in full compliance with the terms and requirements of the CONTRACT and APPLICABLE LAWS.

14.6.5 ENVIRONMENT

In the performance of WORK the CONTRACTOR shall do and provide all things required and those necessary including monitoring to preserve and protect the ENVIRONMENT in full compliance with the terms and requirements of the CONTRACT and APPLICABLE LAWS.

14.6.6 Construction Operations

CONTRACTOR shall perform all construction operations in full compliance with the Exhibit A requirements and the other terms and requirements of the CONTRACT.

14.6.7 Pre-commissioning and Commissioning

To the extent required, the CONTRACTOR shall perform all pre-commissioning and commissioning in strict and full compliance with the terms and requirements of the CONTRACT.

14.6.8 PERFORMANCE TESTING

The CONTRACTOR shall perform and complete PERFORMANCE TESTING subject to and in accordance with the requirements of EXHIBIT A, EXHIBIT D and the other terms and requirements of the CONTRACT.

14.6.9 VENDOR and SUBCONTRACTOR Technical PERSONNEL

The CONTRACTOR shall at its own cost, risk and expense ensure the timely presence on each SITE (as and when required and also when necessary) of specialist SUBCONTRACTOR, VENDOR and SUPPLIER technical representatives.

14.7 Technical Assistance

In addition to the CONTRACTOR's foregoing obligations the CONTRACTOR shall also, if and when requested by the COMPANY, provide required technical assistance to the COMPANY in the form of qualified, experienced and if required certified PERSONNEL with associated CONSTRUCTION EQUIPMENT necessary for the kind of technical assistance they shall render. The CONTRACTOR shall be compensated for required provision of such technical assistance, if any, in the manner stipulated in Exhibit B.

14.8 Spare Parts, Special Tools, First Fills and Consumables

Responsibilities for provision and use of spare parts, first fills, consumables and special tools are described in Article 18, Exhibit A, Exhibit A Annex- 8, Exhibit E and the other applicable terms and conditions of the CONTRACT. The CONTRACTOR shall supply required spare parts, first fills, consumables, and special tools in accordance with and subject to the terms and requirements of the CONTRACT.

14.9 Provision of Services and Facilities to COMPANY

CONTRACTOR shall provide required services and facilities for the COMPANY at SITES, WORKSHOPS and at OTHER WORK LOCATIONS in accordance with the requirements stipulated in Exhibit A, Exhibit A Annex-7 and the other terms and requirements of the CONTRACT. The CONTRACTOR shall be compensated for provision of such services and facilities in in the manner stipulated in Exhibit B.

14.10 OPTIONS

CONTRACTOR shall perform an OPTION (if any) only if instructed by the COMPANY to do so. The COMPANY shall have the right but not as an obligation to instruct the CONTRACTOR to proceed with any or all of the OPTIONS listed and described in Exhibit B Annex-2 . If the COMPANY does not exercise its right to have an OPTION performed,

then no remuneration, compensation or indemnity shall be due to CONTRACTOR in respect of such an OPTION.

14.11 General Requirements for Interfaces

CONTRACTOR shall perform in a timely manner all required interface activities and actions and related WORK to be performed by the CONTRACTOR including those with any COMPANY OTHER CONTRACTOR, OTHER EPC CONTRACTOR, person, or thing, expeditiously, and in accordance with Exhibit A, Exhibit A Annex-10 and the other terms and requirements of the CONTRACT.

CONTRACTOR hereby declares and warrants that prior to the EFFECTIVE DATE it has read and verified all aspects of the contents of Exhibit A Annex-10 and the CONTRACTOR hereby waives all rights of recourse in the manner and to the extent stipulated in ANNEX-5/B (Certificate of Endorsement of Interface Activity) and the other terms and requirements of the CONTRACT. In respect of the foregoing requirements, ANNEX-5/B (Certificate of Endorsement of Interface Activity) shall be endorsed by the CONTRACTOR after the EFFECTIVE DATE, in a manner and at such time as to be notified by the COMPANY.

For clarity, the CONTRACTOR shall request, receive and utilize interface documents and information provided by the OTHER EPC CONTRACTOR, as per the requirements of sub-article 14.12, Exhibit A Annex-10 and the other terms and requirements of this CONTRACT.

14.12 Responsibilities for Interfaces with OTHER EPC CONTRACTOR

14.12.1 Interface Agreements

Interface Agreement shall be established and executed for each interface between CONTRACTOR and each applicable OTHER EPC CONTRACTOR in accordance with the requirements of Exhibit A Annex-10.

14.12.2 OTHER EPC CONTRACTOR Fault

With respect to any such Interface Agreement referred to in Sub-Article 14.12.1 if an applicable OTHER EPC CONTRACTOR:

a) changes previously provided OTHER EPC CONTRACTOR interface documents and/or information, and/or
b) requires or causes any significant change or revision to any APPROVED for construction CONTRACTOR's technical document, and/or
c) performs or is likely to perform or does not perform a required interface action, contrary to the requirements of the applicable Interface Agreement,

the CONTRACTOR shall immediately inform the COMPANY and shall comply with the COMPANY's instructions with regard thereto.

14.12.3 Remedy for OTHER EPC CONTRACTOR Fault

The COMPANY shall compensate the CONTRACTOR by means of a CHANGE ORDER subject to and in accordance with Article 22 for redoing of WORK and/or resulting additional WORK as applicable, provided such is caused solely by and/or is solely attributable to the OTHER EPC CONTRACTOR's fault as per any of Sub-Article 14.12.2 a) to c).

No other compensation shall be due and/or payable to the CONTRACTOR arising from and/or in connection and/or attributable to a Sub-Article 14.12.2 fault by OTHER EPC CONTRACTOR.

Rights to an extension of time for unavoidable delay caused by OTHER EPC CONTRACTOR to a required COMPLETION DATE (as may be modified by CHANGE ORDER) caused by a Sub-Article 14.12.2 default by OTHER EPC CONTRACTOR shall be as stated in Article 15.

14.12.4 CONTRACTOR Fault

With respect to any such Interface Agreement referred to in Sub-Article 14.12.1 if the CONTRACTOR:

a) changes previously provided CONTRACTOR interface documents and/or information, and/or
b) requires or causes any significant change or revision to any APPROVED for construction OTHER EPC CONTRACTOR's technical document, and/or
c) performs or is likely to perform or does not perform a required interface action contrary to the requirements of the applicable Interface Agreement,

the CONTRACTOR shall be liable for the resulting redoing of work and/or resulting additional work (if any) performed by the OTHER EPC CONTRACTOR upon instruction from the COMPANY.

14.12.5 Compensation to the OTHER EPC CONTRACTOR

COMPANY shall compensate the OTHER EPC CONTRACTOR by means of a change order under the OTHER EPC CONTRACT for redoing of work and or resulting additional work (if any) performed by the OTHER EPC CONTRACTOR attributable to the CONTRACTOR's fault as per any of Sub-Article 14.12.4 a) to c) upon instruction from the COMPANY.

14.12.6 Adjustment of the CONTRACT PRICE

CONTRACT PRICE shall be adjusted by means of negative CHANGE ORDER for any amounts paid and/or to be paid by the COMPANY pursuant to Sub-Article 14.12.5.

14.12.7 COMPANY Decision

If there is any difference, disagreement and/or dispute concerning the content and/or pricing any CHANGE ORDER and/or change order awarded to the OTHER EPC CONTRACTOR referred to in Sub-Article 14.12 and/or with regard to any related extension of time, the decision of the COMPANY shall be final and binding on the PARTIES until such difference, disagreement and/or dispute is finally settled as per Sub-Article 54.

14.12.8 Waiver of Rights to CLAIM

CONTRACTOR hereby confirms that except for any CHANGE ORDER for compensation for additional work and/or extension of time, as stipulated in Sub-Article 14.12.3, it shall not make any other CLAIM whatsoever for and/or in connection with any act, error, omission, fault and/or neglect by an OTHER EPC CONTRACTOR with regard to interface actions to be performed by such

OTHER EPC CONTRACTOR. In addition, the CONTRACTOR shall not CLAIM directly to the OTHER EPC CONTRACTOR.

14.12.9 OTHER EPC CONTRACTOR's Interface Documents and Information

To the extent applicable during performance of the WORK the CONTRACTOR shall receive and utilize OTHER EPC CONTRACTOR Interface Documents and information in accordance with the requirements of Sub-Article 14.12, Exhibit A Annex-10 and the other terms and requirements of this CONTRACT. For clarity OTHER EPC CONTRACTOR Interface Documents and information shall not be considered as documents and information provided by the COMPANY.

14.13 Training of COMPANY Operation & Maintenance PERSONNEL

The CONTRACTOR shall provide the training referred to in Exhibit A and as set out in Exhibit A Annex-12 subject to and in accordance with the terms and requirements of the CONTRACT.

Article 15 WORK TIME SCHEDULE, Planning and Progress Control

15.1 WORK TIME SCHEDULE

15.1.1 Generally

CONTRACTOR acknowledges that time is of the utmost importance and that the completion of WORK and the PLANT and the respective parts thereof on or before the applicable required KEY DATES and required COMPLETION DATES (as may be modified by CHANGE ORDER) is an essential condition of the CONTRACT.

Accordingly, the CONTRACTOR hereby undertakes to perform each part of the WORK in a timely expeditious manner, and to complete the WORK and the PLANT, including respective parts thereof, in accordance with the Detailed Work Time Schedule and the WORK TIME SCHEDULE requirements, failing which the COMPANY shall have the remedies available to it specified under the CONTRACT (including those provided for under the present Article 15 and/or Article 34 and/or 48 concerning respectively liquidated damages and defective performance) and/or at law.

15.1.2 Modification WORK TIME SCHEDULE

CONTRACTOR hereby agrees that the WORK TIME SCHEDULE including required KEY DATES and required COMPLETION DATES shall be as per the Exhibit C requirements and shall be only subject to modification or change in accordance with the provisions of this Article 15, 22 and the other terms and requirements of the CONTRACT.

15.2 Detailed Work Time Schedules

CONTRACTOR shall prepare, maintain, submit, and update Detailed Work Time Schedule in accordance with the requirements of Exhibit C and the other terms and requirements of the CONTRACT. Any changes or modifications to any Detailed Work Time Schedule shall be subject to prior approval by the COMPANY.

15.3 Planning and Scheduling, Progress Monitoring and Control

CONTRACTOR shall perform detailed planning, scheduling, progress monitoring, reporting and schedule control for each WORK phase as per the APPROVED Work Breakdown Structure in accordance with the requirements of Exhibit A, Exhibit C, Exhibit G Annex-4 and the other terms and requirements of the CONTRACT.

Detailed status of procurement, manufacturing, supply and delivery of CONTRACTOR ITEMS shall be monitored and reported utilizing the Exhibit G Annex-2 procurement status report and as otherwise may be required.

15.4 Notification of Events affecting the Progress of the WORK

In the case of anticipated or actual delay to the regular progress of any part of the WORK the CONTRACTOR shall immediately inform the COMPANY REPRESENTATIVE upon the first occurrence of the event or events giving rise to such actual or anticipated delay.

Unless otherwise agreed by the COMPANY, the CONTRACTOR shall notify the COMPANY no later than forty eight (48) hours after the first occurrence of any such event as follows:

a) Details of the event,
b) Explanation of the cause
c) Explanation of the actual / anticipated effect on the performance of the WORK
d) Details of any related actions undertaken and proposed.

CONTRACTOR shall thereafter provide the COMPANY with regular updates, details of the actual/anticipated Detailed Work Time Schedule impact and all other relevant information.

The foregoing is without restriction and limitation of the rights of the COMPANY under the CONTRACT, the CONTRACTOR's other obligations under this Article 15 and under the other terms and requirements of the CONTRACT.

15.5 Extension of Time Events

CONTRACTOR shall be entitled to a CHANGE ORDER for an extension of a required COMPLETION DATE (as may have been modified by CHANGE ORDER) caused by any of the following:

a) clarification by the COMPANY pursuant to Sub-Article 6.3 (Clarification of CONFLICTS) that is issued later than the time limit stated in Sub-Article 6.3,
b) later delivery of COMPANY ITEMS than is stated in Exhibit I, or the date or dates actually needed by CONTRACTOR, whichever is the latest,
c) defects or damages in or to COMPANY ITEMS, if any, discovered upon inspection at the point of delivery as per Sub-Article 14.3 provided that any member of the CONTRACTOR GROUP has not contributed in any way to such defect or damage and has not delayed the report of its discovery,
d) Not Applicable,
e) unavoidable delay caused by OTHER EPC CONTRACTOR as provided for in Sub-Article 14.12.3,
f) unnecessary re-inspection or re-testing at the COMPANY's request as per and subject to Sub-Article 16.3 and the other terms and requirements of the CONTRACT,
g) rescue and salvage operations as provided for in Sub-Article 37.9.1,

h) accidental damage or accidental loss occurring on or between SITES, necessitating repair or replacement of any part of the RESULT OF THE WORK, provided the CONTRACTOR can evidence it has fully complied with the terms and requirements of the CONTRACT and did not contribute to such damage or loss,
i) FORCE MAJEURE in accordance with the provisions of Article 50,
j) suspension as per Sub-Article 49.1,
k) takeover of uncompleted parts of the PLANT as per Sub-Article 49.2,
l) any fault of the COMPANY subject to the exceptions stated in Sub-Article 22.2 and elsewhere in the CONTRACT,
m) any other reason for time extensions expressly stipulated in the CONTRACT.

Always provided that the CONTRACTOR can satisfactorily demonstrate and substantiate with supporting evidence to the satisfaction of the COMPANY that any such required COMPLETION DATE will be and/or is delayed solely due to one or more of the above reasons affecting the critical path of the WORK TIME SCHEDULE, as further identified in the Detailed Work Time Schedule and subject to compliance by CONTRACTOR with the terms and requirements of the CONTRACT.

15.6 CLAIMS for Extension of Time

15.6.1 Generally

Each time extension to a required COMPLETION DATE and the corresponding modification of the WORK TIME SCHEDULE and Detailed Work Time Schedule shall be made under the provisions of this Article 15 and the other terms and requirements of the CONTRACT.

15.6.2 Notification of CLAIM for Extension of Time

CONTRACTOR shall notify the COMPANY of its intention to claim an extension of time to required COMPLETION DATE at such times and in the manner as stipulated in Sub-Article 22.4.

15.6.3 Change Order Proposal for Extension of Time

In addition to the notification requirements of Sub-Article 15.6.2 the CONTRACTOR shall prepare and submit a Change Order Proposal for each extension of time CLAIM.

COMPANY shall have the right to reject any such Change Order Proposal that is submitted later than is stipulated in Sub-Article 22.4 and in such a case the COMPANY shall at its sole discretion have the right, but not as an obligation, to reject the Change Order Proposal and in such an event CONTRACTOR shall not be entitled to the requested CHANGE ORDER nor shall the CONTRACTOR be entitled to the requested extension of time.

15.6.4 Calculation of Extension of Time

Each extension of time to a required COMPLETION DATE shall be calculated as the period of unavoidable critical delay to the required COMPLETION DATE caused by a Sub-Article 15.5 extension of time event, after results of efforts to overcome and minimize the delay together with recovery actions, if any, as per the requirements of this Article 15 are considered, less any period of time attributable to non-compliance by the CONTRACTOR and/or other member of the CONTRACTOR GROUP with the provisions of this Article 15 and the other

terms and requirements of the CONTRACT. For the avoidance of doubt, any reference to the term "critical delay" appearing in this Sub-Article 15.6.4 and Sub-Article 16.3.2 shall mean the delay affecting the critical path of the WORK TIME SCHEDULE, as further identified in the Detailed Work Time Schedule.

In the case of concurrent critical delays where one delay is caused by a Sub-Article 15.5 event and other delay or delays are not, the CONTRACTOR shall, unless otherwise agreed to by the COMPANY, only be entitled to an extension of time for the period which critical delay caused by the Sub-Article 15.5 event exceeds the period of concurrent critical delay.

15.6.5 Delaying Events Occurring After Required COMPLETION DATES

Notwithstanding the provisions of Sub-Article 15.5 and 15.6 the CONTRACTOR shall not be entitled to an extension of time to a required COMPLETION DATE, as may have been modified by CHANGE ORDER, that is caused by an event or events occurring after such COMPLETION DATE except if caused by

a) FORCE MAJEURE subject to and in accordance with Article 50, or
b) any fault or act of omission or act of prevention attributable to any member of the COMPANY GROUP, including any CHANGE ORDER issued with regard thereto, or
c) suspension or take over and/or use by the COMPANY subject to and in accordance with Article 49.

COMPANY shall not and shall not be bound to bear any additional cost as a result of later achievement of any such COMPLETION DATE unless solely and directly caused by reason of Sub-Article 15.6.5 b) or 15.6.5 c).

15.6.6 Evaluation of Extension of Time CLAIMS

Each extension of time shall be evaluated by the COMPANY based on information available to it, as well as information provided by CONTRACTOR as per the terms and requirements of the CONTRACT and otherwise as may be requested by the COMPANY.

The PARTIES shall endeavor to mutually agree each extension of time (if any) failing which the COMPANY may elect to determine any such extension of time after due representation from the CONTRACTOR.

In such event the COMPANY's decision shall be final and binding on the PARTIES, pending resolution, if any, under Article 54.

15.7 Responsibilities of the CONTRACTOR

15.7.1 Events Giving Entitlement to an Extension of Time

In all cases where the CONTRACTOR is entitled to an extension of time for a reason stated in Sub-Article 15.5, the CONTRACTOR shall;

a) Use all reasonable endeavors to overcome or minimize the actual or anticipated delay to the maximum extent,

b) Submit a recovery plan and if requested an updated Detailed Work Time Schedule, to the COMPANY for APPROVAL,

c) Comply with the COMPANY's requirements with regard to recovery actions and if instructed by the COMPANY implement any or all of the recovery actions listed in Sub- Article 15.7.5.

If implementation of recovery actions instructed by the COMPANY causes the CONTRACTOR to incur additional direct costs expenses it would not have otherwise incurred in any event including direct costs and expenses attributable to the CONTRACTOR exercising reasonable endeavors to overcome or minimize the actual or anticipated delay the CONTRACTOR shall be entitled to request a CHANGE ORDER pursuant to Article 22.

The preceding paragraph shall not apply for periods of overlapping delay caused by reasons for which the CONTRACTOR is not entitled to an extension of time pursuant and subject to Sub-Article 15.5 and 15.6.

15.7.2 Events Not Giving Entitlement to an Extension of Time

For any anticipated or actual delay or in the event of insufficient progress that is not solely caused by an event listed in Sub-Article 15.5, the CONTRACTOR shall at its own risk, cost, and expense overcome and if not possible to overcome then shall minimize the anticipated or actual delay to the maximum extent subject to and in accordance with the provisions of this present Sub-Article 15.7 including establishing recovery for each anticipated or actual delay and implementing recovery actions at the cost and expense of the CONTRACTOR.

15.7.3 Concurrent Delays

All costs and expenses of recovery actions arising from and/or in connection with concurrent delays shall be borne by CONTRACTOR.

15.7.4 Recovery Plans

In all cases of anticipated or actual delay the CONTRACTOR shall:

a) submit a recovery plan explaining how CONTRACTOR proposes to achieve required progress and/or to overcome and if not possible to overcome then to minimize anticipated or actual delay to the maximum extent, and
b) propose recovery actions the CONTRACTOR will implement to the COMPANY for APPROVAL, and
c) if requested, submit an updated Detailed Work Time Schedule to the COMPANY for APPROVAL.

15.7.5 Recovery Actions

Without limitation, recovery actions shall include, as appropriate:

a) increasing the working hours,
b) increasing the number of CONTRACTOR's PERSONNEL,
c) mobilizing / employing additional resources,
d) mobilizing / using additional CONSTRUCTION EQUIPMENT,
e) expediting / accelerating delivery of CONTRACTOR ITEMS,
f) rescheduling and/or resequencing of the WORK,
g) any other appropriate recovery action required and/or necessary.

15.8 The COMPANY's Rights

The provisions of Sub-Article 15.1 to 15.7 are without restriction and/or limitation of the COMPANY's rights under the CONTRACT including those under Article 48, Sub-Article 34.2. and 48 respectively concerning liquidated damages for late completion and defective performance.

Article 16 Quality Management

16.1 Obligations of the CONTRACTOR

CONTRACTOR shall ensure that all required and necessary quality management and related activities (including those for SUBCONTRACTORS, VENDORS and to the extent applicable SUPPLIERS and third parties) in connection with:

a) the WORK and RESULT OF THE WORK,
b) CONTRACTOR DOCUMENTS,
c) CONTRACTOR ITEMS,
d) CONSTRUCTION EQUIPMENT,
e) the PLANT,
f) and all other related matters and activities,

are performed in accordance with the requirements of Exhibit A, Exhibit H, the other terms and requirements of the CONTRACT and APPLICABLE LAWS.

16.2 Audits, Inspections and Tests

16.2.1 CONTRACTOR shall perform, arrange and participate in all audits, inspections and tests as are required in compliance with the terms and requirements of the CONTRACT and APPLICABLE LAWS.

16.2.2 COMPANY and others designated by the COMPANY shall have the right to attend and witness any such audit, inspection and test and to collect evidence.

16.2.3 CONTRACTOR shall provide the COMPANY with adequate and sufficient notice of each audit, inspection and test in compliance with the CONTRACT requirements and shall provide and arrange for safe access and all other required support and facilities.

16.2.4 CONTRACTOR shall submit copy of audit reports, inspection reports and test results to the COMPANY for information in a timely manner.

16.3 Re-inspection and Re-Testing

16.3.1 The costs and expenses of all audits, inspections and tests are included in the CONTRACT PRICE, except for re-inspection and re-testing if:

a) CONTRACTOR has already performed inspection and testing in accordance with the terms and requirements of the CONTRACT, and
b) provided the CONTRACTOR has given adequate/required prior notice of audit, inspection, testing and/or cover-up or putting out of view, and
c) any part of the WORK and/or the PLANT instructed by the COMPANY to be re-inspected and/or re-tested is found to be in conformity with the terms and requirements of the CONTRACT.

16.3.2 In such event the COMPANY shall bear the direct cost of the uncovering and testing provided such costs are satisfactorily justified and substantiated by the

CONTRACTOR (including for uncovering, dismantling, re-installation, if any) to the satisfaction of the COMPANY and the CONTRACTOR may CLAIM an extension of time for unavoidable critical delay (if any) to an applicable required COMPLETION DATE as may have been extended by CHANGE ORDER.

16.4 Not applicable

16.5 Not applicable

Article 17 Reports

During the period of the CONTRACT and at such times as are stipulated in the CONTRACT the CONTRACTOR shall provide the COMPANY with accurate and complete information and reports with respect to the WORK already performed, the WORK in progress, risks, the WORK scheduled and the events affecting and likely to effect the performance of the WORK, and the timely completion of the WORK and the PLANT and any other required and/or necessary report as per the terms and requirements of the CONTRACT or as the COMPANY may request.

Article 18 Maintenance Services

18.1 Spare Parts, First Fills, Consumables and Special Tools

18.1.1 CONTRACTOR shall procure and provide all required spare parts, first fills, consumables and special tools subject to and in accordance with Exhibit A Annex-8 and the other terms and requirements of the CONTRACT.

18.1.2 Before awarding each purchase order for a CONTRACTOR ITEM, the CONTRACTOR shall, to the extent stipulated in the CONTRACT, establish, and submit for approval by the COMPANY a detailed list of recommended spare parts, first fills, consumables and special tools specifying quantities, unit prices and schedule for delivery based on detailed information and data obtained in writing from the VENDOR.

18.2 Availability and Prices for Spare Parts, Consumables for PLANT Operation

Prior to awarding any Purchase Order for the supply of any CONTRACTOR ITEM the CONTRACTOR shall use its best endeavors to obtain a firm commitment directly from the VENDOR for the benefit of the COMPANY for continuous availability on the best terms, prices and conditions for all related for spare parts, consumables and any maintenance services by such VENDOR necessary for such items for a duration of ten (10) years after the ex-works delivery of the CONTRACTOR ITEM.

Article 19 INTERIM CERTIFICATES and PROVISIONAL ACCEPTANCE

19.1 INTERIM CERTIFICATES

19.1.1 Types of INTERIM CERTIFICATES

The COMPANY shall issue the INTERIM CERTIFICATES as follows:

a) MECHANICAL COMPLETION CERTIFICATE

A MECHANICAL COMPLETION CERTIFICATE shall be issued to document and record the effective date and if applicable time, when all the conditions for MECHANICAL COMPLETION in respect of the PLANT

or a part thereof as stipulated in Exhibit A, have been met and remain satisfied.

Each MECHANICAL COMPLETION CERTIFICATE shall be generally in the form and content of ANNEX-6/A hereof.

b) READY FOR COMMISSIONING CERTIFICATE

A READY FOR COMMISSIONING CERTIFICATE shall be issued to document the effective date and if applicable time, when all of the "Ready for Commissioning Conditions" for the PLANT or a part thereof, as stipulated in Exhibit A have been met and remain satisfied.

Each READY FOR COMMISSIONING CERTIFICATE shall be generally in the form and content of ANNEX-6/B hereof. Separate Ready for Commissioning Certificates (not considered as INTERIM CERTIFICATES) shall be issued as part of commissioning activities to document and record when each functional system is ready for commissioning subject to and in accordance with the terms and requirements of the CONTRACT.

c) READY FOR START UP CERTIFICATE

A READY FOR START UP CERTIFICATE shall be issued to document the effective date and if applicable time, when all of the "Ready for Start-Up Conditions" for the PLANT or a part thereof, as stipulated in Exhibit A have been met and remain satisfied.

Each READY FOR START UP CERTIFICATE shall be generally in the form and content of ANNEX-6/C hereof.

d) PERFORMANCE TEST CERTIFICATE

A PERFORMANCE TEST CERTIFICATE shall be issued to document effective date and if applicable time when the PERFORMANCE TESTING of the PLANT is completed subject to and in accordance with the requirements of the CONTRACT.

The PERFORMANCE TEST CERTIFICATE shall be generally in the form and content of ANNEX-6/D hereof and shall also include a record of the PERFORMANCE TESTING and results thereof.

e) HANDOVER CERTIFICATE

A HANDOVER CERTIFICATE shall be issued to document and record the effective date and if applicable time, when all of the applicable conditions for HANDOVER of EARLY BUILDING , as stipulated in Exhibit A, have been met and remain satisfied.

Each HANDOVER CERTIFICATE shall be generally in the form and content of ANNEX-6/E hereof.

19.1.2 Procedure for INTERIM CERTIFICATES

The following procedure and requirements shall apply for each INTERIM CERTIFICATE:

a) Seven (7) days prior to the anticipated date, or such other period the PARTIES may agree, for achieving the conditions required for the issue of an INTERIM CERTIFICATE, the CONTRACTOR shall deliver to the COMPANY REPRESENTATIVE, or its delegate on the applicable SITE, a written "notice of anticipated readiness" by means of a SITE Memorandum complete with all related supporting documents and information.

b) Provided the CONTRACTOR has given the said advance notice, and after a joint inspection of the related part of the WORK performed not more than three (3) days from the date of actual completion thereof, or such other period as may be reasonable in the circumstances the COMPANY REPRESENTATIVE shall either issue to the CONTRACTOR the relevant INTERIM CERTIFICATE, or shall specify in reasonable detail in a written "notice of non-conformity" any respect in which the related part of the WORK does not conform to the CONTRACT requirements.

c) CONTRACTOR shall promptly perform all required corrective actions to remedy any non-conformance at its own cost and risk and with no time extension and the procedure stipulated in Sub-Article 19.1.2 a) and 19.1.2 b) shall be repeated until all of the conditions required for the issue of the INTERIM CERTIFICATE are satisfactorily fulfilled and the INTERIM CERTIFICATE can be issued.

The foregoing procedure shall be repeated until all non-conformances are corrected and the INTERIM CERTIFICATE can be issued.

The effective date of any INTERIM CERTIFICATE shall be the date on which conditions for the issue of such an INTERIM CERTIFICATE were all fulfilled.

19.1.3 Not Applicable

19.1.4 Minor Outstanding Items

Notwithstanding the foregoing and in the case of any minor outstanding WORK item and or open punch list item the COMPANY may at its sole discretion having regard solely to its own interests issue an applicable INTERIM CERTIFICATE provided that all related WORK can be considered substantially complete and the CONTRACTOR sets out in writing an undertaking to complete any minor outstanding WORK and any open punch list items in accordance with COMPANY requirements and within a mutually agreed fixed period of time.

19.2 PROVISIONAL ACCEPTANCE CERTIFICATE

19.2.1 When all related WORK is completed in accordance with the CONTRACT, including but not limited to approval of all FINAL DOCUMENTATION, the CONTRACTOR shall request in writing that the PROVISIONAL ACCEPTANCE CERTIFICATE is issued by the COMPANY.

19.2.2 Such notice shall contain all related supporting documents as evidence and shall state that the CONTRACTOR considers all of the WORK and the PLANT is completed in accordance with the terms of the CONTRACT and that no WORK is outstanding.

19.2.3 Within thirty (30) days after receipt of a notice issued pursuant to Sub-Article

19.2.1 and provided if requested by either PARTY a joint inspection of the PLANT has been conducted, the COMPANY shall issue to the CONTRACTOR either the PROVISIONAL ACCEPTANCE CERTIFICATE or a written notice specifying in reasonable detail any respect in which the WORK and/or the PLANT does not conform to the requirements of the CONTRACT, in which case the CONTRACTOR shall promptly correct such non-conformities. The foregoing procedure shall be repeated, if necessary, until all defects and/or deficiencies are corrected and the PROVISIONAL ACCEPTANCE CERTIFICATE shall be issued.

19.2.4 The PROVISIONAL ACCEPTANCE CERTIFICATE shall state the date on which all conditions set out here above have been met and shall be effective from such date. This certificate shall be in the format of ANNEX-7.

19.2.5 In case of minor defects, deficiencies and/or non-conformities remaining in the WORK and/or the PLANT, the COMPANY, after consideration of the number and importance of such remaining defects, deficiencies and/or non-conformities, shall be at liberty but not as an obligation to issue the PROVISIONAL ACCEPTANCE CERTIFICATE subject to a written undertaking by the CONTRACTOR to correct said minor defects, deficiencies and/or non-conformities within a mutually agreed fixed period of time and provided that the CONTRACTOR has satisfactorily delivered all FINAL DOCUMENTATION.

19.2.6 Separate PROVISIONAL ACCEPTANCE CERTIFICATES may be issued for discreet major parts of the PLANT subject to prior approval from the COMPANY, in which case the above provisions shall apply mutatis mutandis.

19.3 CONTRACTOR's Other Responsibilities

Issuance of any INTERIM CERTIFICATE and the issue of any PROVISIONAL ACCEPTANCE CERTIFICATE shall not release the CONTRACTOR from any of its responsibilities or liabilities under the CONTRACT or APPLICABLE LAWS and is without prejudice to any of the COMPANY's rights under the CONTRACT and at law and shall not be or deemed to constitute a waiver of any rights and remedies the COMPANY has under the CONTRACT and APPLICABLE LAWS.

Article 20 Warranties

20.1 General

CONTRACTOR hereby guarantees that the WORK and the PLANT shall fully conform with the terms and requirements of the CONTRACT and hereby extends to the COMPANY full design, material, workmanship, and performance warranties as are set out in the CONTRACT and otherwise, unless any such guarantee or warranty is expressly excluded in this CONTRACT. The CONTRACTOR hereby further guarantees that CONTRACTOR ITEMS shall be fit for the purpose and use for which they are intended.

20.2 Warranty Exceptions and Exclusions.

Notwithstanding the generality of Sub-Article 20.1 here above:

a) Not Applicable,

b) material warranties shall not apply to normal wear and tear, nor to damage proven to be caused by COMPANY OTHER CONTRACTOR, or to proven damage or misuse

by the COMPANY, unless such damage or misuse is due to an act, omission, or faulty instructions of any member of the CONTRACTOR GROUP,

c) the CONTRACTOR shall not be held liable for any latent defect or deficiency in any COMPANY ITEMS, if any,

provided the CONTRACTOR can evidence it has not contributed to any such defect and/or deficiency and also provided that any such defect and/or deficiency that is the subject of Sub-Article 20.2 a), b), c) is not caused by or attributable to any member of the CONTRACTOR GROUP.

Without restriction to the obligations of the CONTRACTOR under the CONTRACT the CONTRACTOR shall not be held liable for defects and/or deficiencies in the PLANT and/or the WORK, attributable to COMPANY OTHER CONTRACTORS including defects and/or deficiencies in items provided by such COMPANY OTHER CONTRACTOR.

20.3 Warranty Obligations

20.3.1 Rectification of Defects and Deficiencies

Subject to the provisions of Sub-Article 20.1 and 20.2, the CONTRACTOR shall, at its own cost and expense rectify by repair or replacement as appropriate, each defect and deficiency that occurs or is observed in the WORK and/or the PLANT and shall make good all damage including that to the WORK and/or the PLANT resulting from any such defect and/or deficiency and the rectification thereof.

Rectification of any defect and/or deficiency shall include, as applicable, all required rework including; re-design, repair or replacement and shall be performed at CONTRACTOR's sole cost, expense and risk including; investigation, redesign, search, dismantling, removal from the SITE, transportation, repair and/or replacement, re-installation, and re-testing.

Before commencing any rectification the CONTRACTOR shall propose its work plan in a timely manner in advance to the COMPANY for APPROVAL.

20.3.2 Rectification During the WARRANTY PERIOD

Rectification of defects and deficiencies during the WARRANTY PERIOD shall be performed by the CONTRACTOR in accordance with the CONTRACT requirements and at such times and in such periods as is approved by the COMPANY, having regard to urgency, minimization of adverse impact to COMPANY's operations and in such a manner as to cause a minimum of interruption in the use of the PLANT.

CONTRACTOR shall comply with all COMPANY rules and regulations, in force at the SITE with regard to all reworks.

20.3.3 Similar Items

If, at any time during the WARRANTY PERIOD a defect or deficiency should become apparent in a CONTRACTOR ITEM incorporated into the PLANT or in a part of the PLANT where another similar CONTRACTOR ITEM is incorporated and is subject to similar or more onerous operating conditions, the CONTRACTOR shall at its own cost and expense, inspect and repair or replace the other CONTRACTOR ITEM and/or part of the PLANT, unless:

a) during inspection of the similar CONTRACTOR ITEM or part of the PLANT it was found not to be deficient in any way, and

b) the CONTRACTOR can demonstrate that the same defect or deficiency will not occur under the operating conditions.

20.3.4 Rectification by Other Contractors

If the CONTRACTOR does not rectify a defect or deficiency in a timely manner in accordance with the requirements of Sub-Article 20.3.1 and/or 20.3.2 or if the CONTRACTOR does not inspect, repair or replace, as applicable, a similar item in conformity with the requirements of Sub-Article 20.3.3, or in the case of emergency or urgency, the COMPANY shall have the right to perform and/or to engage other contractors to perform any required inspection and rectification including any rework. In such event the costs and expenses of any such intervention shall be back charged to the CONTRACTOR. However, the CONTRACTOR shall not guarantee the rework performed.

20.3.5 Warranty and/or Guarantee from SUBCONTRACTOR or VENDOR

CONTRACTOR shall ensure that any warranty or guarantee given by any SUBCONTRACTOR and/or VENDOR for the benefit of the CONTRACTOR shall also be provided for the benefit of the COMPANY and shall be enforceable directly by the COMPANY.

It being understood that any such warranty or guarantee shall be in addition to and shall not prejudice, restrict or limit any warranty or guarantee given by the CONTRACTOR nor any of the obligations and liabilities of the CONTRACTOR under the CONTRACT.

20.3.6 Effect of the CONTRACT during WARRANTY PERIOD

All terms and requirements of the CONTRACT shall apply so far as is applicable during the WARRANTY PERIOD and in particular while the CONTRACTOR fulfils its obligations with regard to rectification, including repair and/or replacement, of any defect and/or deficiency.

20.4 WARRANTY PERIOD

20.4.1 Initial WARRANTY PERIOD

Without prejudice to any other warranties and guarantees set forth in the CONTRACT, the CONTRACTOR shall make good including any rework and shall indemnify the COMPANY against all defects and deficiencies that may occur and/or be observed in the WORK and/or the PLANT components and related items attributable to the CONTRACTOR, SUBCONTRACTOR and/or VENDOR for an initial WARRANTY PERIOD starting:

a) for EARLY BUILDING as per sub-clause 19.1.1 (e) from the effective date of the applicable HANDOVER CERTIFICATE,

b) for the PLANT besides EARLY BUILDING from the effective date and time of the applicable READY FOR START-UP CERTIFICATE,

c) for Spare Parts, Special Tools and Material Handling Equipment from the effective date and time such are received by the COMPANY at the SITE or any other designated location instructed by COMPANY.

and ending twenty four (24) months after the effective date of the last PROVISIONAL ACCEPTANCE CERTIFICATE under the CONTRACT (the "initial WARRANTY PERIOD").

20.4.2 Warranty Period for Repairs or Replacement

Subject to the limitation in Sub-Article 20.4.4 the CONTRACTOR shall make good and shall indemnify the COMPANY against all defects and deficiencies that may occur and/or be observed in the WORK and/or parts of the PLANT repaired or replaced subject to Sub-Article 20.3 for a period of twenty four (24) months from the date of COMPANY's acceptance of such repair and/or replacement subject to the overall limitation in Sub-Article 20.4.4.

20.4.3 Warranty Extensions Because of PLANT Stoppages

Subject to the limitation in Sub-Article 20.4.4 the initial WARRANTY PERIOD shall also be extended by equal duration of any operational stoppages of PLANT performance for inspection and rectification of any defect and/or deficiency subject to Sub-Article 20.3.

20.4.4 Limit on Duration of WARRANTY PERIOD

Notwithstanding Sub-Article 20.4.2 and 20.4.3 the overall WARRANTY PERIOD shall not exceed thirty-six (36) months from the start of the initial WARRANTY PERIOD. Such limitation shall not restrict or limit the obligations of the CONTRACTOR to rectify defects and deficiencies in the WORK and/or the PLANT in accordance with the terms and requirements of the CONTRACT.

20.4.5 Painting and Other Warranties

The expiry of the WARRANTY PERIOD as aforesaid shall not affect any residual period of warranty stipulated with respect to painting warranties and any other warranties that by their nature shall survive final acceptance.

20.5 Further Assistance

After expiry of the WARRANTY PERIOD, the CONTRACTOR shall nonetheless continue to assist the COMPANY for a further period of two (2) years for the enforcement by the COMPANY against VENDOR of remedies available to the COMPANY at law under latent defect liability with no additional cost to COMPANY.

Article 21 FINAL ACCEPTANCE

21.1 Procedure for Issue of FINAL ACCEPTANCE CERTIFICATE

21.1.1 After the WARRANTY PERIOD has ended and provided the FINAL ACCOUNT CERTIFICATE is agreed and signed by the PARTIES and the CONTRACTOR has duly complied with its obligations under the CONTRACT, the CONTRACTOR shall request the COMPANY to issue the FINAL ACCEPTANCE CERTIFICATE.

21.1.2 COMPANY shall not be obliged to issue the FINAL ACCEPTANCE CERTIFICATE until:

a) the last PROVISIONAL ACCEPTANCE CERTIFICATE is issued by the COMPANY, and

b) CONTRACTOR has submitted and acquired the approval from the COMPANY of FINAL DOCUMENTATION, and
c) WARRANTY PERIOD has expired, and
d) if required by the COMPANY, a last inspection of the PLANT has been satisfactorily conducted, and
e) CONTRACTOR has duly complied with all its obligations under this CONTRACT and otherwise, and
f) the Final Assessment Procedure as per Sub-Article 30.4 and if necessary 30.5, has been satisfactorily completed, and
g) FINAL ACCOUNT CERTIFICATE is submitted by the CONTRACTOR and is agreed and signed by the PARTIES and
h) CONTRACTOR has cleared all liens affecting the COMPANY property and has paid and/or satisfied all of its obligations arising from and/or in connection with the PLANT, the WORK, and the performance of the WORK, and has resolved all outstanding CLAIMS from members of the CONTRACTOR GROUP and others including third parties.

21.1.3 For clarity, the COMPANY shall not be obliged to issue the FINAL ACCEPTANCE CERTIFICATE until all the foregoing conditions are complied with and fulfilled.

21.1.4 Subject to compliance by the CONTRACTOR with the requirements of Sub-Article 21.1.1 and 21.1.2, the COMPANY shall issue the FINAL ACCEPTANCE CERTIFICATE within sixty (60) days of receipt of the CONTRACTOR's request or on such later date having regard to the fulfilment by the CONTRACTOR of the aforementioned requirements. The form in ANNEX-9 shall be utilized.

21.2 Effective Date of FINAL ACCEPTANCE CERTIFICATE

FINAL ACCEPTANCE CERTIFICATE shall state the date on which the conditions altogether in Sub-Article 21.1 have been fulfilled and shall be effective from such date. The FINAL ACCEPTANCE CERTIFICATE shall be in the format as per ANNEX-9 hereto.

21.3 Continuing Obligations of the CONTRACTOR

final acceptance of the WORK shall not release the CONTRACTOR from its obligations under the CONTRACT or APPLICABLE LAWS which expressly or by their nature extend beyond and survive such final acceptance.

Article 22 CHANGE ORDERS

22.1 COMPANY Initiated CHANGE ORDERS

22.1.1 In addition to its other rights under the CONTRACT and otherwise the COMPANY shall have the right at any time to modify (by addition, deletion, substitution or any other alteration) any requirement with regard to the following:

a) scope of the WORK,
b) performance of the WORK,
c) PLANT requirements,
d) CONTRACTOR ITEMS,
e) COMPANY ITEMS (if any),
f) any SITE, WORKSHOP and/or OTHER WORK LOCATION ,
g) CONSTRUCTION EQUIPMENT,

h) any COMPLETION DATE and/or any KEY DATE,
i) the sequence and/or timing of WORK, WORK TIME SCHEDULE and the latest APPROVED version of any Detailed Work Time Schedule,
j) any other requirement of the CONTRACT,

The foregoing being singularly referred to as "modification" and collectively referred to as "modifications", as the context may require. The foregoing rights shall be without restriction and/or limitation of the COMPANY's other rights under this CONTRACT and at law.

22.1.2 If the COMPANY decides to proceed with the contemplated modifications, it shall either issue CHANGE ORDER or a Work Instruction. The CONTRACTOR shall not proceed with any COMPANY initiated modification unless it is in possession of a Sub-Article 8.4 Work Instruction signed by the COMPANY REPRESENTATIVE, or a CHANGE ORDER signed by the COMPANY REPRESENTATIVE. The CONTRACTOR shall immediately comply with the requirements of any such CHANGE ORDER or Work Instruction as stated in Exhibit G Annex-6 (CHANGE ORDER Procedure).

22.1.3 Any instruction or direction made by the COMPANY REPRESENTATIVE and/or by any duly authorized delegate in accordance with the terms of such delegation, with regard to:

a) any instruction or direction issued by COMPANY REPRESENTATIVE or its duly authorized delegate concerning compliance by the CONTRACTOR and/or any other member of the CONTRACTOR GROUP with the CONTRACT terms and requirements,
b) the exercise by the COMPANY of any of its other rights under the CONTRACT or at law, and
c) performance of work by any COMPANY OTHER CONTRACTOR that is specified in the CONTRACT.

shall not be considered as a modification and/or as act or omission of the COMPANY, its PERSONNEL or the COMPANY OTHER CONTRACTORS. nor as a Sub-Article 22.2 event or other reason entitling the CONTRACTOR to a CHANGE ORDER unless such event or reason is expressly stated in the CONTRACT as giving entitlement to a CHANGE ORDER.

22.2 <u>CONTRACTOR Initiated CHANGE ORDER Requests</u>

22.2.1 Upon the occurrence of an event which affects the WORK, or performance of WORK, or the PLANT, or a required COMPLETION DATE (as may have been modified by CHANGE ORDER) and provided the CONTRACTOR can satisfactorily demonstrate and substantiate:

a) the event is not the subject of a COMPANY initiated CHANGE ORDER, and
b) subject to the limitations and exclusions in Sub-Article 22.1.3 the event is solely caused by an act, or omission by COMPANY or by a COMPANY OTHER CONTRACTOR, and
c) it would effectively modify the scope of WORK and/ or the CONTRACT PRICE and/or the critical path of the WORK TIME SCHEDULE, as identified in the APPROVED Detailed Work Time Schedule,

or CONTRACTOR would be entitled to a CHANGE ORDER pursuant to an express term of the CONTRACT, the CONTRACTOR may request a CHANGE ORDER subject to and in accordance with this Article 22, Exhibit G Annex-6, and the other applicable terms and requirements of the CONTRACT.

22.2.2 In the event of damage or loss to the RESULT OF THE WORK caused by the act and/or omission by any THIRD PARTY and occurring on or between the SITES, the CONTRACTOR, subject to the provisions of Article 36 to 44, may also similarly submit to the COMPANY a request for a CHANGE ORDER, but in such a case shall only be entitled to an extension of time as provided in Article 15 unless the provisions of Article 36 to 44 also allow monetary compensation to CONTRACTOR.

22.3 FORCE MAJEURE

In the event of the occurrence of FORCE MAJEURE as provided for in Article 50 either of the PARTIES may initiate a CHANGE ORDER subject to and in accordance with the terms and requirements of the CONTRACT but only for an extension of time as provided in Article 15.

22.4 Notification of CONTRACTOR Initiated CHANGE ORDERS

CONTRACTOR shall notify the COMPANY in writing of each request for a CONTRACTOR initiated CHANGE ORDER at the earliest opportunity and in any event no later than ten (10) days after the first occurrence of the event giving rise to each request. The foregoing is without limitation or restriction to the CONTRACTOR's obligations under Sub-Article 15.4 (Notification of incidents and/or events affecting the progress of the WORK) and Sub-Article 22.6.

22.5 Records and Substantiation

CONTRACTOR shall keep and shall maintain all required documents and contemporary records, other documents to fully substantiate each Sub-Article 15.4 event and the effects thereof and to explain and prove any CLAIM including full particulars and financial amounts. Without any admission of liability after receiving any notice under Sub-Article 15.4 and/or 22.4 the COMPANY shall have the right but not as an obligation to inspect and monitor such contemporary records and other documents. In addition, the CONTRACTOR shall keep and maintain such further contemporary records and other substantiation the COMPANY may require.

22.6 Change Order Proposals

22.6.1 Each Change Order Proposal shall be prepared and submitted in accordance with the present Article 22, Exhibit B, Exhibit G Annex-6 and the other terms and requirements of the CONTRACT.

22.6.2 CONTRACTOR shall prepare and submit a Change Order Proposal for each:

a) COMPANY initiated modification when requested by the COMPANY to do so or within such other period as may be mutually agreed having regard to nature and extent of the considered COMPANY initiated modification,

b) CONTRACTOR initiated CHANGE ORDER not later than twenty one (21) days from the occurrence of the first event giving rise to the request for a CHANGE ORDER and in the case of a continuing event no later than

fourteen (14) days from the end of the continuing event, whichever is the latest.

22.6.3 COMPANY shall have the right to reject any Change Order Proposal for a CONTRACTOR initiated CHANGE ORDER that is not submitted in accordance with the foregoing time limits or within such other longer period as the COMPANY exercising its sole discretion may agree, in the case of such a rejection the CONTRACTOR shall not be entitled to the requested CHANGE ORDER.

22.7 Price Adjustment

22.7.1 Effects of CHANGE ORDER on the CONTRACT PRICE shall be evaluated by the CONTRACTOR in accordance with the terms and requirements of the CONTRACT, for APPROVAL by the COMPANY.

22.7.2 CONTRACTOR shall give preference in priority as follows:

a) To a lump sum price adjustment based on the CONTRACT PRICE lump sum breakdowns set out in Exhibit B and calculated by analogy and interpolation.

b) When the above procedure is not applicable, unit rates, for separate parts of the WORK as set out in Exhibit B, or mutually agreed detailed unit prices calculated therefrom by analogy or interpolation shall be used.

In such a case, the variations of quantities involved shall be determined by difference between the new quantities and the previous corresponding quantities, evidenced by supporting documents agreed by both PARTIES.

CONTRACTOR shall provide the COMPANY with copies and the opportunity and access to check said quantities comparisons prepared by the CONTRACTOR.

c) When remuneration on a lump sum or unit rate basis is not applicable, time rates (daily and hourly rates) shall be considered.

In such a case, the CONTRACTOR shall have the obligation to submit for the prior approval of the COMPANY any cost and expense to be incurred in relation to the considered change and for each day of the performance of the change all and any measurement sheets with all the components involved.

d) When remuneration on a time rates (daily and hourly rates) is not applicable the evaluation shall be based on a reimbursable "cost plus fee" basis, or cost only basis, in the manner as set out in Exhibit B, it being understood that reimbursements shall be made on presentation of satisfactory justification with appropriate supporting documents to the satisfaction of the COMPANY.

22.7.3 Notwithstanding the order of priority stated above in this Sub-Article the COMPANY shall have the right to specify the method of evaluation for a CHANGE ORDER, or the parts thereof, by selecting either of the following methods; lump sum price adjustment, WORK unit rates, time unit rates, net cost or net cost plus fee, as applicable, in full or part for a CHANGE ORDER and/or

the respective parts thereof as the COMPANY may at its sole discretion and decision consider appropriate.

22.8 CHANGE ORDER CONDITIONS

22.8.1 Payment for CHANGE ORDERS

CONTRACTOR shall not be entitled to any additional payment prior to receipt of a CHANGE ORDER signed by the COMPANY REPRESENTATIVE.

22.8.2 Extension of Time

Any extension of a required COMPLETION DATE (as may have been modified by CHANGE ORDER) shall be calculated subject to and in accordance with Article 15 and the other terms and requirements of the CONTRACT.

22.8.3 CHANGE ORDER as part of the CONTRACT

Each CHANGE ORDER shall not vitiate or invalidate the CONTRACT and unless otherwise specified in the CHANGE ORDER, all terms and requirements of the CONTRACT shall apply to CHANGE ORDER.

22.8.4 No Further CLAIMS for CHANGE ORDER

Each CHANGE ORDER shall be deemed to take into account the full and final effects of the considered modifications upon any and all aspects of the CONTRACT and the CONTRACTOR hereby agrees to make no further CLAIM for any other consequences of any CHANGE ORDER whether directly or indirectly resulting therefrom at the time of the CHANGE ORDER or thereafter.

22.9 Failure to Reach Agreement

The PARTIES shall endeavor to mutually agree each CHANGE ORDER subject to and in accordance with Article 22, Exhibit B, Exhibit C, Exhibit G and the other terms and requirements of the CONTRACT.

However, if the PARTIES fail to reach agreement on any aspect of any Change Order Proposal or on any aspect of a CHANGE ORDER and without prejudice to rights of the COMPANY to issue a Work Instruction, the COMPANY shall, have the right at its sole discretion, but not as an obligation, to establish the CHANGE ORDER, including content, pricing methodology, the financial amount, WORK TIME SCHEDULE adjustment and any other condition that the COMPANY shall consider appropriate to the circumstances. Any such CHANGE ORDER shall be binding on the CONTRACTOR pending final resolution and without prejudice to CONTRACTOR's rights under Article 54.

22.10 Disputes Concerning CHANGE ORDER

If there is any dispute (including any controversy, CLAIM or difference) concerning any Work Instruction or Change Order Proposal or CHANGE ORDER, and irrespective of if the CONTRACTOR has notified such a dispute pursuant to Article 54 or not, the CONTRACTOR shall immediately proceed with the WORK in the manner instructed by the COMPANY pending agreement and final resolution pursuant to Article 54.

Article 23 APPLICABLE LAWS

23.1 Compliance with APPLICABLE LAWS

23.1.1 Without prejudice to the provisions of Article 51, during the performance of the

CONTRACT up to the effective date of FINAL ACCEPTANCE CERTIFICATE, the CONTRACTOR shall observe, be bound and comply (and ensure compliance by any SUBCONTRACTOR and any VENDOR) in all respects with all APPLICABLE LAWS which are or may become applicable during the performance of the CONTRACT.

23.1.2 It is the sole responsibility of the CONTRACTOR to familiarize himself and fully comply with APPLICABLE LAWS.

23.1.3 Unless expressly stated otherwise in the CONTRACT The CONTRACTOR shall give all notices and furnish any bonds, deposits and securities required by GOVERNMENT and/or official authorities to permit the performance of the WORK.

23.1.4 CONTRACTOR shall not take or permit to be taken any action on behalf of the COMPANY, in respect of the CONTRACT or the matters which are subject of the CONTRACT that would expose the COMPANY to any liability or penalty as a result of failure to comply with such APPLICABLE LAWS.

23.1.5 CONTRACTOR shall be solely liable for and indemnify, defend and hold harmless the COMPANY against all and any CLAIMS, arising out of or in connection with any non-compliance with APPLICABLE LAWS, from GOVERNMENT and/or Customs Authorities for any omission error, neglect fault, default by the CONTRACTOR with regard to the foregoing and/or omission in documents prepared and/or submitted by the CONTRACTOR resulting in failure of Custom Authorities and/or GOVERNMENT to provide timely authorizations by any member of the CONTRACTOR INDEMNIFIED PARTIES and CONTRACTOR GROUP. Such indemnity obligation shall survive the termination or expiration of the CONTRACT.

23.1.6 COMPANY is considered as a government agency under anti-corruption laws of Thailand, the CONTRACTOR where applicable shall comply with such laws.

23.1.7 In the case of the COMPANY being considered a government agency under APPLICABLE LAWS, it has therefore obligated to comply with certain laws including but not limited to the anti-corruption laws of Thailand, the CONTRACTOR where applicable shall comply with all such applicable laws. It is the sole responsibility of the CONTRACTOR to familiarize itself and fully comply with the laws.

23.1.8 CONTRACTOR shall ensure that its SUBCONTRACTORS, VENDORS other members of the CONTRACTOR GROUP and respective PERSONNEL shall be bound by, and comply, mutatis mutandis, with the obligations set forth in Sub-Article 23.1 and 23.2.

23.1.9 If the CONTRACTOR or any member of the CONTRACTOR GROUP breaches any of its obligations under this Sub-Article 23.1, the COMPANY shall at its sole discretion have the right to either require any such breach to be remedied as directed by the COMPANY or the COMPANY may terminate the CONTRACT pursuant to the provisions of Article 48.

23.2 Compliance with Customs Regulations and Procedures

23.2.1 CONTRACTOR shall comply with all applicable requirements and procedures,

terms and requirements of this CONTRACT, and the requirements of GOVERNMENT (including customs and other authorities) and APPLICABLE LAWS with regard to the obtaining of customs clearance including related authorizations for importation, exportation, re-importation, re-exportation as the case may be of any part of:

a) RESULT OF THE WORK,
b) CONTRACTOR ITEMS,
c) CONSTRUCTION EQUIPMENT,
d) COMPANY ITEMS under CONTRACTOR's custody,
e) PLANT and/or any part thereof,
f) belongings, equipment, tools of PERSONNEL
g) anything else belonging to or rented by SUBCONTRACTORS and VENDORS
h) replacement of any RESULT OF THE WORK, CONTRACTOR ITEMS, CONSTRUCTION EQUIPMENT, COMPANY ITEMS, PLANT and/or any part thereof for which the CONTRACTOR is liable due to any act, omission or default of the CONTRACTOR or any SUBCONTRACTOR or any VENDOR or pursuant to the Liability and Insurance provisions of the AGREEMENT
i) in general, anything necessary to effect rework, repairs and/or replacements under warranties and guarantees or due to any act, omission or default of the CONTRACTOR, SUBCONTRACTOR, and VENDOR and
j) anything else required and/or necessary for the performance of the WORK and the completion of the PLANT (so far as it is the CONTRACTOR's obligation to provide).

Items (a) to (j) are referred to singularly and collectively as "Imported Items".

23.2.2 CONTRACTOR shall give all notices and furnish any bonds, deposits and securities required by GOVERNMENT and/or official authorities and/or Relevant Government Authority arising from and/or in connection with customs clearance for importation, exportation, re-importation and re-exportation of any part of Imported Items. The CONTRACTOR shall also ensure all applications and documents are submitted expeditiously and sufficiently in advance to ensure customs clearance and related authorizations and approvals are obtained in a timely manner and well before dates needed for and in connection with timely performance of the WORK.

23.2.3 Notwithstanding the generality of Sub-Article 23.7, the CONTRACTOR shall be responsible for identifying if any import and/or export license is required for any Imported Item and part thereof for each location where the WORK is performed and if required or necessary the CONTRACTOR shall obtain such import and/or export license from relevant authorities in a timely manner.

23.2.4 CONTRACTOR shall properly plan and incorporate required and necessary time periods for customs clearance process, GOVERNMENT approvals including those of , in the Detailed Work Time Schedule. In this respect sufficient allowance shall be deemed included in the WORK TIME SCHEDULE.

23.2.5 COMPANY shall not be liable for any delay or impacts arising from and/or in connection with the foregoing and/or for any delay in customs clearance and/or

the obtaining of any related authorization and/or approval.

23.2.6 CONTRACTOR shall fully comply with APPLICABLE LAWS in respect of the use, and any sale or disposal of each Imported Item.

23.3 Customs Clearance (Other than the Country of the SITE)

23.3.1 Notwithstanding any provision to the contrary in this CONTRACT, the CONTRACTOR shall be fully responsible for obtaining of customs clearance including related authorizations and the timely importation, exportation, re-importation, re-exportation, as the case may be, of Imported Items into and from any country other than the country of the SITE.

23.3.2 CONTRACTOR shall bear at its sole cost, expense, risk and liability any and all CUSTOMS DUTIES and any other charges and imposts of whatsoever nature relating to arising from and/or in connection with importation, exportation, re-importation, re-exportation, as the case may be, of each Imported Item and any part thereof into a country other than the country of the SITE.

23.3.3 CONTRACTOR shall under its own risk and responsibility, prepare, issue and submit documents in due time to the relevant Customs Authorities and others as applicable and shall do all things whatsoever required and/or necessary in order to obtain timely custom clearance with the benefit of the exemption of CUSTOMS DUTIES granted under APPLICABLE LAWS.

23.4 Customs Clearance (Country of the SITE)

23.4.1 CONTRACTOR shall be responsible and shall comply with APPLICABLE LAWS, the requirements of GOVERNMENT including customs and other authorities, any relevant person, Exhibit G Annex-3 (Logistics Requirements for Contractors) and the other terms and requirements of the CONTRACT with regard to the importation, exportation, re-importation, re-exportation, as the case may be, of each Imported Item and any part thereof, into or from the country of the SITE.

23.4.2 CONTRACTOR shall under its own responsibility, prepare, issue and submit in a timely manner all documents and information required for the importation, exportation, re-importation, re-exportation, as the case may be, of each Imported Item and any part thereof into or from the country of the SITE in the name of the COMPANY and/or MOGE and otherwise, in due time to the COMPANY and/or MOGE and shall obtain the benefit of any exemption including waiver of CUSTOMS DUTIES as are available under APPLICABLE LAWS of the country of the SITE.

23.4.3 COMPANY shall provide assistance only to submit documents to MOGE, GOVERNMENT and/or Customs Authorities in the Republic of the Union of Myanmar to the extent that is stipulated in Exhibit G Annex-3 (Logistics Requirements for Contractors) or as the COMPANY may otherwise agree. Provision of any such assistance by the COMPANY as aforesaid shall not release CONTRACTOR from any of its responsibilities and/or liabilities under the CONTRACT or at law.

23.5 Other Responsibilities, Penalties and Fines.

23.5.1 For avoidance of doubt, all activities related to the importation, exportation, re-importation and or re-exportation of Imported Items shall be managed,

coordinated and performed by the CONTRACTOR at the CONTRACTOR's own risk, cost and expense as part of WORK under the CONTRACT, unless the contrary is stated otherwise in this CONTRACT.

23.5.2 CONTRACTOR shall also co-ordinate and liaise with applicable GOVERNMENT including customs and other authorities to ensure efficient and timely implementation of procedures and requirements for the importation, exportation, re-importation and or re-exportation of Imported Items.

23.5.3 CONTRACTOR shall provide sufficient advance notice for and/or in connection with the inspection of any Imported Items and/or any part thereof and shall assist GOVERNMENT including customs and other authorities in such inspections and shall transmit all required documents including inspection reports in a timely manner.

23.5.4 CONTRACTOR shall be responsible and liable for the consequences of any delay in obtaining customs clearance howsoever arising including by reason of error, fault or omission in documents prepared and/or submitted by the CONTRACTOR and any other member of the CONTRACTOR GROUP, resulting in failure of any GOVERNMENT to provide timely inspections, authorizations and/or clearance.

23.5.5 CONTRACTOR shall have full and sole responsibility for the payment of any and all penalties, fines, fees and the like, imposed on the COMPANY, the CONTRACTOR and/or SUBCONTRACTORS, VENDORS and/or their PERSONNEL for failure to pay in due time CUSTOMS DUTIES, related items and/or similar charges, imposts and/or for failure to comply with APPLICABLE LAWS with regard to importation, exportation, re-importation and/or re-exportation of any or all of the Imported Items.

23.6 Compliance with COMPANY Requirements, Regulations and Procedures

CONTRACTOR shall observe and comply and shall ensure that all members of the CONTRACTOR GROUP shall observe and comply with all applicable COMPANY requirements, regulations and other procedures concerning any SITE, those pertaining to entry to, egress from the SITE, permit to WORK, safety, security, health and environmental matters, performance of WORK including CONTRACTOR ITEMS, CONSTRUCTION EQUIPMENT and the attendance and behavior of PERSONNEL.

23.7 PERMITS

23.7.1 Responsibility of the CONTRACTOR

CONTRACTOR shall be responsible, at its own cost and expense (including all fees, fines, penalties and provision of all bonds, securities and any other financial imposts and charges whatsoever), for the timely obtention and maintenance of all PERMITS required for and/or necessary in connection with the WORK, the performance of the WORK and the PLANT including SITE access and right of the CONTRACTOR to construct and operate the PLANT on the SITE except such PERMITS as expressly stated in the CONTRACT to be provided by or obtained by the COMPANY.

23.7.2 PERMITS which are the Responsibility of the COMPANY to Obtain

PERMITS which are the responsibility of the COMPANY to obtain are identified as such in Exhibit A Annex-11 (PERMITS). The CONTRACTOR shall, however,

remain responsible for providing the COMPANY with any necessary documentation and information required by the COMPANY in support of any such applications for such PERMITS.

The guideline of obtaining PERMITS as in Exhibit A Annex-11 provided to CONTRACTOR is the preliminary information. The COMPANY does not guarantee the correctness of the information as the time referring to the guideline may be different from the actual relevant regulations. The COMPANY shall not have any obligation nor responsibility on any provision of the guideline. The CONTRACTOR shall responsible and take into its own account when referring to the guideline.

23.7.3 PERMITS which are the Responsibility of the CONTRACTOR to Obtain

CONTRACTOR shall be responsible at its own cost, risk and liability for the obtention of all required PERMITS in a timely manner, except those which are expressly stated in the CONTRACT to be provided by or obtained by the COMPANY.

If a PERMIT which is the responsibility of the CONTRACTOR to obtain is required to be in the name of the COMPANY, the CONTRACTOR shall inform the COMPANY sufficiently in advance and shall provide all required documents and information at its own cost and expense to the COMPANY who shall make the application. The COMPANY shall not have any commitment and/or liability whatsoever to the CONTRACTOR or to any member of the CONTRACTOR GROUP with regard to any such application or the documents and information provided. The CONTRACTOR shall bear the costs of any such PERMIT application and related fees.

23.7.4 Work Permits, Visas Etc.

COMPANY shall not have any obligation to procure, or to assist in the procurement, or to bear any cost or expense relating to entry visas, resident and work permits and any applicable licenses for CONTRACTOR's PERSONNEL.

23.8 Modification of APPLICABLE LAWS

23.8.1 Subject to the exceptions set out in sub-article 2.1 and sub-article 23.8.2, the COMPANY shall compensate the CONTRACTOR in respect of an increase, if any, in the cost of performing the WORK which shall arise out of any new law and/or regulation, or amendment (including a change in the interpretation or application thereof) to any APPLICABLE LAWS, of the GOVERNMENT of the country in which the SITE is located, enacted and coming into effect after EFFECTIVE DATE and which the CONTRACTOR could not have reasonably been aware of prior to the EFFECTIVE DATE. Provided such increase is properly supported by documentation satisfactory to the COMPANY and that the CONTRACTOR shall have requested and obtained the COMPANY's approval prior to making any related commitment. Any decrease arising from such circumstances shall conversely result in a corresponding decrease in the CONTRACT PRICE.

In addition to the above, CONTRACTOR shall be entitled to request a CHANGE ORDER for an extension of the WORK TIME SCHEDULE, including the COMPLETION DATE(S) where appropriate, to the extent that such modification

of law and/or regulation causes unavoidable delay to a required COMPLETION DATE as may have been modified by CHANGE ORDER.

23.8.2 Notwithstanding the provision of sub-article 23.8.1, the CONTRACTOR shall bear the effects of any changes in taxes assessed against profits, dividends, corporate income, personal income of employees, customs duties on the personal effects of employees, and the effects of any fluctuations or decisions of any authority regarding exchange rates, as well as any expenses (including taxes) resulting from sub-contracting and expenses resulting from any CONTRACTOR's commitment for which APPROVAL should have been sought under sub-article 23.8.1.

23.9 Hold Harmless

CONTRACTOR shall indemnify, defend and hold harmless the COMPANY from and against all damages and claims arising out of, related to or in connection with any failure of the CONTRACTOR and/or the failure of any other member of the CONTRACTOR GROUP to comply with its obligations, responsibilities and liabilities under this Article 23.

Article 24 Safety, Security, Health and Environment Requirements

CONTRACTOR shall, at all locations where WORK is performed, at its own cost and expense, ensure SSHE management is implemented in a timely and pro-active and effective manner in accordance with the requirements of Exhibit A, Exhibit K, Exhibit L, APPLICABLE LAWS, IOGP rules and guidelines and the other terms and requirements of the CONTRACT. The respective rights and obligations of the PARTIES with regard to SSHE management and SSHE management activities shall be as stated in the CONTRACT.

Article 25 CONTRACTOR PERSONNEL

25.1 Responsibilities of the CONTRACTOR

25.1.1 CONTRACTOR shall provide sufficient competent, experienced and suitably qualified and to the extent required certified, PERSONNEL at all times to ensure the timely and correct performance and completion of the WORK and the PLANT in accordance with the terms and requirements of the CONTRACT.

25.1.2 CONTRACTOR shall at its sole cost and expense ensure that all CONTRACTOR PERSONNEL and PERSONNEL of other members of the CONTRACTOR GROUP at all times during the performance of the CONTRACT:

a) are suitably qualified, trained, experienced, certified to the extent required and are competent for the tasks that they are required to perform,
b) are medically fit for the tasks that they are required to perform;
c) read, write and speak fluent English,
d) will exercise due skill, care and diligence in performing the WORK,
e) will not behave in such a way as to prejudice the interests or reputation of each member of the COMPANY GROUP, and
f) will cooperate with the COMPANY or the COMPANY's other contractor to secure optimal working efficiency.

25.1.3 The requirements in Sub-Article 25.1.2 c) shall only apply to Supervisor and above. The CONTRACTOR shall provide the COMPANY with documentary evidence of compliance with the requirements of Sub-Article 25.1 upon request.

25.2 KEY PERSONNEL

25.2.1 KEY PERSONNEL shall comprise such persons as are approved by the COMPANY for the KEY PERSONNEL positions listed in Exhibit K.

25.2.2 Unless otherwise agreed to by the COMPANY, each KEY PERSONNEL shall be permanent senior staff of the CONTRACTOR and/or SUBCONTRACTOR and shall be fully qualified, experienced and to the extent required certified in the field and position for which they are intended.

25.2.3 The persons identified as KEY PERSONNEL in Exhibit K are approved by the COMPANY as KEY PERSONNEL. However, if no name is stated against a KEY PERSONNEL position in Exhibit K, the CONTRACTOR shall nominate suitably qualified and experienced PERSONNEL and shall submit a fully detailed curriculum vitae for review and prior approval by the COMPANY in accordance with the procedure stipulated in Exhibit K. When approved such PERSONNEL shall be deemed KEY PERSONNEL for the applicable position listed in Exhibit K.

25.2.4 CONTRACTOR and any other member of the CONTRACTOR GROUP shall not substitute any KEY PERSONNEL except in the following cases as can be satisfactorily evidenced by supporting documents:

a) serious illness or injury or death of a KEY PERSONNEL or their immediate family, or
b) definitive resignation or termination of employment for misconduct of a KEY PERSONNEL if not followed by any hiring back by the CONTRACTOR or any of its AFFILIATES or SUBCONTRACTOR or VENDOR, or
c) removal and replacement of a KEY PERSONNEL pursuant to Sub-Article 25.4, or
d) at the request of the CONTRACTOR provided that the CONTRACTOR shall request permission from the COMPANY to replace the KEY PERSONNEL not less than sixty (60) days before the date of proposed substitution, the COMPANY approves the replacement and there is a sufficient handover period, such handover period shall be subject to prior approval by the COMPANY.

25.2.5 For removal and/or replacement as per sub-article 25.2.4 a), b) and/or d) the CONTRACTOR shall provide full justification and substantiation and the names and resumes of proposed substitute KEY PERSONNEL for approval and shall organize a sufficient transition period between outgoing and incoming KEY PERSONNEL, such period shall be subject approval by the COMPANY.

The COMPANY reserves the right to interview proposed replacement KEY PERSONNEL.

25.2.6 In the event of any unauthorized substitution and/or unauthorized removal of any KEY PERSONNEL the COMPANY shall have the rights available to it under the CONTRACT and at law including those stipulated in Sub-Article 34.2 and in Article 48.

25.3 Prevention of Disorderly Conduct

At all times during the performance of the WORK, the CONTRACTOR shall implement and shall ensure that all necessary precautions are implemented by the CONTRACTOR and other members of the CONTRACTOR GROUP to prevent any unlawful or disorderly conduct by or amongst any of their respective PERSONNEL.

25.4 Substitution and Removal of CONTRACTOR GROUP Other PERSONNEL

25.4.1 Without prejudice or limitation to provisions of Sub-Article 25.2 the CONTRACTOR and the other members of the CONTRACTOR GROUP shall not substitute or remove their respective other PERSONNEL from participation in the performance of the WORK without the prior written consent of the COMPANY except if any such PERSONNEL:

a) becomes ill or injured,
b) commits serious misconduct, serious error, or is negligent,
c) does not comply with any APPLICABLE LAWS,
d) does not comply with any rule or regulation relating to safety, security, health and environment,
e) commits an act that is prejudicial to or may jeopardize or adversely affect the relations between the COMPANY and any GOVERNMENT.

Such consent shall not be unreasonably withheld and the CONTRACTOR shall keep the COMPANY properly informed in a timely manner of any intended substitution or removal of PERSONNEL

25.4.2 CONTRACTOR shall immediately substitute, at its sole cost and expense, any such PERSONNEL removed pursuant to Sub-Article 25.4.1 a), b), c), d) and/or e) irrespective of if requested to by the COMPANY or not. Any such substitution shall be subject to prior approval by the COMPANY.

25.4.3 Unless otherwise directed by the COMPANY the CONTRACTOR shall ensure a reasonable handover period acceptable to the COMPANY in respect of any substitution made pursuant to Sub-Article 25.4.1. All costs and expenses related to removal and substitution shall be for CONTRACTOR's account.

25.4.4 COMPANY may at its sole choice and discretion object to the participation in the performance of the WORK of any of the CONTRACTOR PERSONNEL and of any of the PERSONNEL of the other members of the CONTRACTOR GROUP without any obligation to provide any reason for doing so. Upon the occurrence of any such objection the CONTRACTOR shall ensure any such PERSONNEL are immediately removed and substituted or removed and substituted in a manner acceptable to the COMPANY. All costs and expenses related to removal and substitution shall be for CONTRACTOR's account.

25.5 Demobilization of PERSONNEL of the CONTRACTOR GROUP

PERSONNEL of the CONTRACTOR and other members of the CONTRACTOR GROUP shall only be demobilized from any SITE and/or participation in the performance of the WORK, as applicable, after all the WORK activities for which they were deployed are satisfactorily completed and in accordance with APPROVED organization charts and demobilization schedules.

25.6 PERSONNEL of COMPANY OTHER CONTRACTORS

CONTRACTOR shall not engage PERSONNEL of any COMPANY OTHER CONTRACTORS without prior approval from the COMPANY and shall obtain a similar commitment from any SUBCONTRACTOR.

25.7 Compliance with APPLICABLE LAWS

CONTRACTOR shall ensure that all CONTRACTOR PERSONNEL and PERSONNEL of other members of the CONTRACTOR GROUP shall comply with the requirements of APPLICABLE LAWS including immigration laws and where required are in possession of valid visa and work permit at all times during the performance of the WORK. When requested, details of such visas and work permits shall be submitted to the COMPANY prior to such PERSONNEL being engaged in the WORK.

Article 26 CONSTRUCTION EQUIPMENT

26.1 Responsibilities of the CONTRACTOR

26.1.1 CONTRACTOR shall ensure provision of all required CONSTRUCTION EQUIPMENT for the performance of the WORK.

26.1.2 All CONSTRUCTION EQUIPMENT shall at all times be fit for the purpose and use it is intended, be in good working condition, be maintained and at all times in good operating condition ready and available for its intended use, shall not need major repair, replacement or overhaul during performance of the applicable WORK for which it is used, shall have appropriate and uninterrupted valid certification in accordance with APPLICABLE LAWS and CONTRACT requirements and shall be operated and maintained by experienced, qualified and where applicable certified PERSONNEL.

26.1.3 When requested to do so by the COMPANY the CONTRACTOR shall provide the COMPANY with technical details, characteristics, operating and maintenance conditions of each applicable CONSTRUCTION EQUIPMENT, as well as the names of the owners of same and copies of certification.

26.1.4 CONTRACTOR shall perform and/or arrange for all required pre-mobilization inspections and surveys to be performed and for the findings of any premobilization inspection or survey to be rectified and/or satisfactorily closed out before the applicable CONSTRUCTION EQUIPMENT is mobilized to any SITE.

26.1.5 CONTRACTOR shall mobilize and maintain the CONSTRUCTION EQUIPMENT in such a condition with the qualified PERSONNEL, the necessary consumables and maintenance parts for the proper and safe operation and maintenance thereof that it shall always be ready for immediate use.

26.1.6 CONSTRUCTION EQUIPMENT shall not be operated or used outside of its safe operating limits as per manufacturer’s specification and/or conditions and limitations imposed by an applicable certification agency or by operation of APPLICABLE LAWS.

26.1.7 CONTRACTOR shall ensure that each item of CONSTRUCTION EQUIPMENT is kept in good working order and shall immediately repair and/or replace any CONSTRUCTION EQUIPMENT that is defective.

26.1.8 CONTRACTOR shall ensure that all CONSTRUCTION EQUIPMENT, during its use under the CONTRACT, shall not need major repair, replacement, or major overhaul.

26.1.9 CONTRACTOR shall be responsible for any and all delays due to breakdown, loss of use, repair and/or replacement of any CONSTRUCTION EQUIPMENT.

26.1.10 CONTRACTOR shall cause SUBCONTRACTORS and to the extent applicable any VENDOR, to comply with applicable provisions of Article 26.

26.2 Certification for Cranes, Lifting Equipment and Pressure Vessels

At all times during the performance of the WORK, the CONTRACTOR shall ensure that all required certifications including that by independent certification agency for CONSTRUCTION EQUIPMENT including cranes, lifting equipment and pressure vessels shall be issued and/or updated where applicable prior to its use and shall be valid for period of until at least three (3) months after the last planned date of its use in the performance of the WORK. If requested, the CONTRACTOR shall provide an endorsed copy of all relevant documents and certificates as proof thereof.

26.3 Rights of the COMPANY to Inspect CONSTRUCTION EQUIPMENT

26.3.1 At all times prior to and during the performance of the WORK, the CONTRACTOR shall allow the COMPANY REPRESENTATIVE or its delegates to have free access to any CONSTRUCTION EQUIPMENT for inspection, safety and/or other purposes.

26.3.2 COMPANY shall have the right to inspect any CONSTRUCTION EQUIPMENT and to require replacement and/or repair of any CONSTRUCTION EQUIPMENT which in the opinion of the COMPANY made at its sole choice and discretion is to be unsafe or defective or which is not in compliance with the terms and requirements of the CONTRACT and/or APPLICABLE LAWS.

26.3.3 It being understood that any failure of the COMPANY REPRESENTATIVE or its delegates to inspect or reject any defective CONSTRUCTION EQUIPMENT shall not relieve the CONTRACTOR of any of its obligations under the CONTRACT or otherwise.

26.4 Not applicable

Article 27 Locations Where WORK is Performed and Access to the WORK

27.1 Locations Where WORK is Performed

CONTRACTOR shall ensure that WORK including that performed by SUBCONTRACTOR and VENDOR shall only be performed at such SITES, WORKSHOPS and OTHER WORK LOCATIONS that are specified in Exhibit K or which the COMPANY may otherwise approve.

27.2 Authorized CONTRACTOR Delegate

CONTRACTOR REPRESENTATIVE and/or a delegate, with appropriate delegated powers, shall be present at the CONTRACTOR'S its Engineering Office and at SITES where and when the WORK is being performed. Attendance at WORKSHOPS and OTHER WORK LOCATIONS where and when the WORK is being performed shall be on a visiting basis unless necessary and/or required to be on a full-time basis.

27.3 Access for COMPANY to Locations Where WORK Is Performed

At all times during working hours and during all phases of the WORK the CONTRACTOR shall allow the COMPANY REPRESENTATIVE, and/or its delegates, free unrestricted, safe access to Engineering Offices, SITES, WORKSHOPS and OTHER WORK LOCATIONS, to allow the COMPANY to inspect the adequacy and sufficiency thereof and/or the quality and progress of the WORK and/or inspect compliance with the terms and requirements of this CONTRACT, and shall ensure similar access to premises of SUBCONTRACTOR and/or VENDOR where any WORK is being or shall be performed. Provided however that such COMPANY's PERSONNEL shall comply with the CONTRACTOR's SITE and SSHE regulations as notified by the CONTRACTOR.

27.4 Access for COMPANY OTHER CONTRACTORS

CONTRACTOR shall either provide or arrange safe, free and unrestricted access for any COMPANY OTHER CONTRACTOR to any SITE, WORKSHOP, OTHER WORK LOCATION, premises of SUBCONTRACTOR, VENDOR and of any other person to the extent such access is required for the performance of work by the COMPANY OTHER CONTRACTOR for and/or in connection with the PROJECT. Such access requirements shall be as stipulated in Exhibit A Annex-10 and otherwise as further established in the Exhibit A Interface Management Plan and any Interface Agreement. Provided however that such COMPANY OTHER CONTRACTORS shall comply with the CONTRACTOR's SITE and SSHE regulations as notified by the CONTRACTOR.

27.5 CONTRACTOR DOCUMENTS and SPECIFICATIONS

CONTRACTOR shall either provide or arrange for COMPANY REPRESENTATIVE and any duly authorized delegate, COMPANY PERSONNEL and COMPANY OTHER CONTRACTORS to have access, at each location where WORK is performed, to the latest version of all related CONTRACTOR DOCUMENTS including redline versions and computer models and all applicable SPECIFICATIONS.

Article 28 SITE Requirements

28.1 Provision of the SITE

The COMPANY shall make the respective parts of the SITE available to the CONTRACTOR on a non-exclusive basis for performance of WORK in the manner and at such times as are stipulated in the CONTRACT subject to the terms and requirements of the CONTRACT. COMPANY may, in lieu of the above, make available alternative SITE or any part thereof in a manner and at such times as to allow unhindered performance of WORK by the CONTRACTOR in accordance with the WORK TIME SCHEDULE. The constraints and obligations resulting from such alternative arrangements shall be deemed to be included in the WORK TIME SCHEDULE and the Initial CONTRACT PRICE. Any failure on the part of the COMPANY to make the SITE or any part thereof available as aforesaid will not be a breach of the CONTRACT but may entitle the CONTRACTOR to claim an extension of time under Article 15 (Time and delay) and or additional compensation under Article 22, both rights subject to and in accordance with the terms and requirements of the CONTRACT.

28.2 Mobilization and Demobilization

28.2.1 General Requirements

CONTRACTOR shall comply with the requirements of Exhibit A and the other terms and requirements of this CONTRACT with regard to mobilization, and demobilization of PERSONNEL and CONSTRUCTION EQUIPMENT of the CONTRACTOR and the other members of the CONTRACTOR GROUP to and from any SITE, WORKSHOP and OTHER WORK LOCATION.

28.2.2 Not applicable

28.3 Protection of the PLANT, Existing Facilities and SITE

When applicable or required the CONTRACTOR shall protect the PLANT, any COMPANY existing facilities and/or any other things on the SITE belonging to or used by any member of the COMPANY GROUP and any other persons and/or third parties from possible and/or actual damage by any member of the CONTRACTOR GROUP.

28.4 Co-operation at the SITE

28.4.1 CONTRACTOR shall co-operate with the COMPANY and the COMPANY OTHER CONTRACTORS working at each SITE.

28.4.2 CONTRACTOR shall perform the WORK in such a manner and at such times so as to allow the COMPANY's operations and works by COMPANY OTHER CONTRACTORS to be performed safely in accordance with any Interface Agreements and Interface Activities established in accordance with the CONTRACT and in a mutually convenient and efficient way but the CONTRACTOR shall take all measures to avoid or minimize any inconvenience which may be caused to the COMPANY, the COMPANY OTHER CONTRACTORS and third parties.

28.4.3 The constraints and obligations resulting from such circumstances shall be deemed to be included in the WORK TIME SCHEDULE and the CONTRACT PRICE.

However, should the COMPANY require, beyond such constraints and obligations and without any fault of the CONTRACTOR, that the performance of the WORK at SITE be put on standby by reason of Approved Operational Standby subject to and in accordance with Exhibit B, then the CONTRACTOR may be entitled to a CHANGE ORDER in accordance with the provisions of Article 22.

28.5 Cleaning of the SITE

28.5.1 At all times during the performance of the WORK at any SITE, the CONTRACTOR shall keep the SITE and its surroundings tidy, clean and free from all unnecessary obstructions and in this respect shall regularly clear away and remove from the SITE in a timely manner all waste, debris, wreckage and rubbish and other things attributable to the CONTRACTOR and any other member of the CONTRACTOR GROUP.

28.5.2 Upon completion of the WORK and/or any part thereof at a SITE the CONTRACTOR shall, with the prior approval of the COMPANY, promptly remove or have removed from such SITE or part thereof, as applicable, all CONSTRUCTION EQUIPMENT and any scrap and surplus CONTRACTOR ITEM and scrap and surplus COMPANY ITEMS not to be used during the later stages of the WORK and shall leave the SITE or part thereof, as applicable, ready for use, in a clean and safe condition.

28.5.3 If the CONTRACTOR fails to satisfy any Sub-Article 28.5.1 and/or Sub-Article 28.5.2 requirement the COMPANY shall have the right to perform (or have performed) clean-up operations at the cost and expense of the CONTRACTOR, except as provided for under Article 39.

Article 29 Origin of Products and Services

CONTRACTOR shall give preference to local resources (including labor, materials, products, services, and equipment) obtained in the Union of the Republic of Myanmar provided that such local resources are available at equal or better terms with regard to quality, quantity, suitability, and delivery as the applicable foreign product or service, and provided any such local resource fully conforms with the requirements of Exhibit G, Exhibit J and the other terms and requirements of the CONTRACT and the price and commercial terms including to the extent applicable life cycle costs are equal to or less than an equivalent obtained from outside the Union of the Republic of Myanmar.

Article 30 CONTRACT PRICE

30.1 Responsibility of the COMPANY

30.1.1 In consideration for the correct and proper performance and satisfactory completion of the WORK and the PLANT in accordance with the terms and requirements of the CONTRACT, the COMPANY agrees to pay the CONTRACTOR the Final CONTRACT PRICE calculated in accordance with Exhibit B subject to and in accordance with the other terms and requirements of the CONTRACT.

30.1.2 CONTRACT PRICE adjustments due to CHANGE ORDER shall be taken into consideration for determination of the Final CONTRACT PRICE , and for modification of the amount of the performance bank guarantee.

30.2 Fixed CONTRACT PRICE

Except as may be expressly provided otherwise in Exhibit B or in any CHANGE ORDER, all rates, sums and prices stated in the CONTRACT shall be fixed and firm and not subject to any revision nor cost escalation nor any adjustment due to currency fluctuations. Except if otherwise specified in Exhibit B, the accounting and payment currency of the CONTRACT shall be United States Dollars.

30.3 Rates, Sums, and Prices

Except as may be expressly stated in Exhibit B, all rates, prices and amounts set out in Exhibit B or specified in any CHANGE ORDER shall be deemed to be all-inclusive for all risks, costs, expenses, responsibilities and obligations with regard thereto and everything else of whatsoever nature required and/or necessary for the complete and full performance of the WORK, in full compliance with the CONTRACT, except if expressly stated otherwise in the CONTRACT.

30.4 Final Assessment

CONTRACTOR shall submit a detailed itemized Final Assessment not later than fourteen days (14) days after the date of issue of the last PROVISIONAL ACCEPTANCE CERTIFICATE for APPROVAL.

The Final Assessment shall include:

a) a breakdown of the estimated Final CONTRACT PRICE,
b) invoices and payments summary,
c) itemized details of all outstanding items,
d) priced summary of differences, disputes and all CLAIMS,
e) statement of the balance due,
f) and shall be in such format as the COMPANY may require.

In addition the CONTRACTOR shall provide separate Final Assessments for such separate discrete parts of the WORK as the COMPANY shall require.

If the CONTRACTOR is unable to include in the Final Assessment the final sum paid or payable to a particular person because of a difference or dispute that remains unsettled, the CONTRACTOR will attach to his Final Assessment a list recording each of such outstanding matters identifying the source and nature of the charge and or CLAIMS, the estimated amount, and the reason for the delay in closing out the account or concluding an agreement as to the final balance thereof.

30.5 Final Assessment by the COMPANY

If the CONTRACTOR fails to submit a Final Assessment in accordance with the requirements of Sub-Article 30.4 the COMPANY shall have the right at its sole discretion to establish the Final Assessment based on the information available to it.

30.6 FINAL ACCOUNT CERTIFICATE

After the PARTIES have concluded and agreed the Final Assessment in accordance with sub-article 30.4 and after:

a) the PARTIES have agreed the Final CONTRACT PRICE , and
b) the CONTRACTOR has satisfied all related CLAIMS and has cleared all liens arising from and/or in connection with the WORK and the PLANT, and
c) the CONTRACTOR has paid and satisfied in full all and any outstanding obligations arising from and in connection with the WORK, the PLANT and under the terms and requirements of the CONTRACT and otherwise,

CONTRACTOR shall prepare and submit the draft FINAL ACCOUNT CERTIFICATE to the COMPANY for review comment and approval. The form in ANNEX-8 shall be utilized.

30.7 Final CONTRACT PRICE

CONTRACTOR hereby agrees to accept the Final CONTRACT PRICE to be paid in accordance with and subject to Article 32 as full and final compensation for performance of the WORK and the CONTRACT including all CLAIMS.

Article 31 TAXES and CUSTOMS DUTIES

31.1 TAXES

31.1.1 Responsibility of the CONTRACTOR

Except as is stated in Sub-Articles 31.2 and 31.3.2 the CONTRACTOR shall assume full responsibility and liability for payment of all TAXES imposed, levied or demanded by GOVERNMENT for which any member of the CONTRACTOR GROUP is liable arising from and/or in connection with the CONTRACT including performance of WORK, CONTRACTOR ITEMS, RESULT OF THE WORK, CONSTRUCTION EQUIPMENT, PERSONNEL and otherwise by:

a) any GOVERNMENT authority thereof; and/or
b) any fiscal or other authority whatsoever,

in each case in respect of or arising out of:

c) CONTRACTOR or its SUBCONTRACTORS' PERSONNEL (whether or not such taxes, levies, charges and contributions are measured by wages, salaries, benefits, expenses and/or other remunerations);
d) the performance of the CONTRACT;
e) non-compliance with the CONTRACT by the CONTRACTOR;
f) the income, profits, dividends, turnover and gains of the CONTRACTOR arising directly or indirectly out of the performance of the CONTRACT; and/or
g) ensuring that any SUBCONTRACTOR or any other person employed or providing services on or in connection with the CONTRACT shall comply with this Article 31.

31.2 Myanmar Commercial Tax

All prices and rates set out in Exhibit B and the Annexes to Exhibit B do not include for applicable Myanmar Commercial Tax (MCT) which is payable by the COMPANY with regard to the CONTRACTOR's valid invoices (issued as per Article 32) to the COMPANY for WORK performed. Arrangements for MCT payable by the COMPANY with regard to the CONTRACTOR's valid invoices as aforesaid shall be as stated in Exhibit B.

31.3 CONTRACTOR's Other Undertakings

31.3.1 CONTRACTOR shall indemnify, defend and hold the COMPANY harmless from and against any and all CLAIMS arising out of, related to or in connection with the items which by the terms of this Sub-Article the CONTRACTOR is liable for or which may be imposed on it or assessed against it (including any applicable reporting or procedural requirements), and shall reimburse promptly to the COMPANY any sum which the COMPANY may incur or may have to pay as a result of any default of an act or a non-payment by the CONTRACTOR GROUP.

31.3.2 Except for MCT as per Sub-Article 31.1.2 and Exhibit B, the CONTRACTOR hereby represents and warrants that it has taken into account in establishing the sums, rates and prices set out in Exhibit B and elsewhere in this CONTRACT for all the said Sub-Article 31.1 items for which the CONTRACTOR is liable and/or which may be imposed as provided by this Sub-Article 31.1 and those which may be imposed on it by GOVERNMENT.

31.4 Statutory Deductions

31.4.1 Where under the provisions of any APPLICABLE LAWS, the COMPANY is required to deduct or withhold any amount, whether as tax or howsoever called, the COMPANY shall deduct the specified amount or rate from any amount payable to the CONTRACTOR. The COMPANY shall pay over or deal with any amount so deducted in accordance with APPLICABLE LAWS.

31.4.2 COMPANY shall within three (3) months of such deduction hand over to the CONTRACTOR original receipts evidencing payment of such deduction or withholding if so requested by the CONTRACTOR, provided the COMPANY has received such original receipts, or as soon as reasonably possible after the

COMPANY has received such original receipts.

31.4.3 Where the CONTRACTOR claims to be exempted from any statutory deductions pursuant to APPLICABLE LAWS, it shall inform the COMPANY and provide any necessary documentation to support its case, including certificate of exemption from the relevant authority. The COMPANY may act on the information given at its discretion and shall not be liable to the CONTRACTOR or any other person or body in the event that the COMPANY applies the statutory deduction according to the APPLICABLE LAWS.

31.4.4 CONTRACTOR shall hold harmless and indemnify the COMPANY from and against any and all liabilities or claims for any taxes which may be assessed or levied against the CONTRACTOR or the COMPANY by the fiscal authorities of any country in respect of income and profits derived from payments made to the CONTRACTOR by the COMPANY, or in respect of salaries or other benefits paid to the CONTRACTOR's PERSONNEL, or in respect of any property or equipment of the CONTRACTOR.

31.5 CUSTOMS DUTIES

31.5.1 Custom Duties and Import Taxes (other than the Country of the SITE)

CONTRACTOR shall bear at its sole cost, risk and liability any and all CUSTOMS DUTIES for and in connection with Imported Items, the WORK and the performance thereof and the COMPANY shall not reimburse any CUSTOMS DUTIES except as is provided in Sub-Article 31.5.2.

For avoidance of doubt, all activities related to the custom requirements under this sub-article 31.5.1 shall be managed, handled and performed by the CONTRACTOR at CONTRACTOR's own cost and risk as part of WORK under the CONTRACT.

31.5.2 Myanmar Customs Duties and Import Taxes (Country of the SITE)

If the CONTRACTOR is required by GOVERNMENT in the Republic of the Union of Myanmar to pay any Myanmar CUSTOMS DUTIES for any Imported Items imported into or exported or re-imported or re-exported from the Republic of the Union of Myanmar for the purposes of this CONTRACT and does so, then such Myanmar CUSTOMS DUTIES actually paid by the CONTRACTOR shall be reimbursed to the CONTRACTOR on a net cost basis without mark up and/or fee as per the terms and requirements of this CONTRACT, provided always that the CONTRACTOR has fully complied with all APPLICABLE LAWS and applicable importation procedures including the COMPANY's Regulations and Procedures for the Importation of Goods into the Republic of the Union of Myanmar also Vessels and Barges, it has provided sufficient notice to the COMPANY before paying any such customs duties, import and/or export taxes and has complied with the COMPANY's instructions in connection with the same and it has complied with the terms and requirements of this CONTRACT.

COMPANY will advise the CONTRACTOR, upon request, and without any liability on the part of the COMPANY whatsoever, about possible exemption, remission, refund or rebate of Republic of the Union of Myanmar customs duties to which the CONTRACTOR may be entitled with regard to the importation, exportation, re-importation and or re-exportation of Imported Items.

For avoidance of doubt, all activities related to the custom requirements under this sub-article 31.5.2 shall be managed, handled and performed by the CONTRACTOR at CONTRACTOR's own cost and risk as part of WORK under the CONTRACT.

31.5.3 Penalties and Fines

CONTRACTOR shall pay any and all penalties, fines, fees and the like, imposed on the COMPANY and/or any member of the COMPANY GROUP due to the failure of the CONTRACTOR and or any member of the CONTRACTOR GROUP to pay in due time CUSTOMS DUTIES or for non-compliance by the CONTRACTOR and/or any member of the CONTRACTOR GROUP with APPLICABLE LAWS and/or with any importation, exportation, re-importation and or re-exportation procedures and requirements.

31.5.4 Refunds and Rebates

CONTRACTOR shall apply for any refund of CUSTOMS DUTIES and charges for which it is entitled to claim reimbursement from the relevant authorities. The CONTRACTOR shall also apply for any and all rebates and remission of CUSTOMS DUTIES and charges to which it is (or may become) entitled. Upon receipt, the CONTRACTOR shall immediately reimburse the COMPANY accordingly for the full amounts of such reimbursements.

CONTRACTOR shall, however, apply for any exemption to which it is entitled in respect of CUSTOMS DUTIES and charges, in order to avoid the COMPANY being involved in the financing of such duties and charges.

31.6 Hold Harmless

CONTRACTOR shall be liable for and shall indemnify, defend and hold harmless each member of the COMPANY GROUP from and against all CLAIMS arising out of, or in any way connected with, the failure and/or fault of the CONTRACTOR to comply with any of the foregoing provisions of Article 31.

Article 32 Invoicing and Payment

32.1 General

Invoicing and payment procedures set out hereinafter shall apply to all amounts becoming due under the CONTRACT including those resulting from any CHANGE ORDER.

32.2 Preparation and Submission of Invoices

32.2.1 CONTRACTOR shall, on a monthly basis, prepare and submit separate invoices for payment in accordance with the requirements of this present Article 32, Exhibit B, Exhibit G Annex-7 and the other terms and requirements of the CONTRACT.

When the CONTRACTOR is an association of companies, the sole agent designated in Sub-Article 9.2 shall submit a single invoice per payment application on behalf of the Consortium or Joint Venture irrespective of which member or members have actually performed the WORK invoiced and receipt payment and/or any compensation under single bank account. For clarity, there shall be no separate invoice placed by each member of Consortium or Joint Venture to COMPANY and no separate payment made to each member of

Consortium or Joint Venture by COMPANY unless otherwise approved by COMPANY. Moreover, withholding tax certificate or any other documents will be issued by COMPANY to CONTRACTOR only single document according to the invoice submission.

Note to TENDERERS

The forgoing paragraph Sub-Article shall only apply in the case of the CONTRACTOR being an association of COMPANIES. If the CONTRACTOR is not the foregoing paragraph shall be disregarded and deleted during preparation the formal CONTRACT for signature by the PARTIES.

32.2.2 All valid invoices shall:

a) bear the reference "Contract No. MMC24-5002"
b) clearly indicate the type of invoice by content,
c) be established and the amount calculated and established in accordance with the terms and requirements of the CONTRACT, including reduction, if any.
d) be supported by all necessary documents and information required for APPROVAL,
e) be submitted in the name of the CONTRACTOR or sole agent pursuant to Sub-Article 9.2 if the CONTRACTOR is an association of companies,
f) clearly indicate the name, address, SWIFT or BIC of CONTRACTOR's bank and its account name and number,
g) clearly indicate all credits for sums due by CONTRACTOR including reimbursement of advance payments, if any,
h) comply with the requirements of APPLICABLE LAWS, including those with regard to Myanmar Commercial Tax,
i) be submitted to the COMPANY in one (1) original (clearly stamped "ORIGINAL") and one (1) copy (clearly stamped "COPY"), including attachments, addressed to:

PTTEP INTERNATIONAL LIMITED (YANGON BRANCH)

No. 2, Sei-Myaung Yeiktha Lane, 8½ Mile, Mayangone Township,
Yangon, The Republic of the Union of Myanmar 11061

Attention: Finance and Accounting Manager

32.2.3 A PDF copy of each invoice (indexed, searchable and OCR readable with the PDF printed from native file) shall also be submitted by the CONTRACTOR via COMPANY Electronic Document Management System.

32.2.4 CONTRACTOR represents and warrants that all documents and any substantiating information including invoices, credit notes, receipts, vouchers, financial settlements, calculations, billings, reports and anything of a like or similar nature submitted by the CONTRACTOR to the COMPANY for and/or in connection with any request for payment shall be factually and arithmetically correct, free from any error and the COMPANY shall be entitled to rely upon all such information and documents as being complete, valid, accurate and correct.

32.2.5 CONTRACTOR further agrees to promptly notify the COMPANY upon

discovery of any instance where the CONTRACTOR has failed to comply with the here above provision.

32.2.6 CONTRACTOR shall place a similar obligation to that in Sub-Article 32.2.5 on any SUBCONTRACTOR and on any VENDOR in respect of any such documents and any substantiating information provided by SUBCONTRACTOR and VENDOR.

32.2.7 For each invoice the CONTRACTOR shall calculate the amount of Myanmar Commercial Tax payable by the COMPANY in respect of such invoice and shall submit details of the calculation together with all related substantiation and any other relevant information to the COMPANY for APPROVAL.

32.2.8 CONTRACTOR shall submit credit note for any amount due to the COMPANY in a like manner, mutatis mutandis to requirements for invoicing.

32.2.9 Disputed Invoices

If the COMPANY disputes any invoice, the COMPANY shall return such invoice to the CONTRACTOR specifying in writing the items to which the COMPANY objects and the reasons for such objections. The CONTRACTOR shall re-submit to the COMPANY a revised invoice taking into account COMPANY's objections, or shall promptly establish and re-submit to the COMPANY two separate invoices, one in respect of the undisputed part of the original invoice and the other in respect of the revised part of the original invoice.

If the revised invoice is disputed wholly or in part, the foregoing procedure shall be repeated until the PARTIES have reached agreement..

32.3 Terms of Payment

32.3.1 From the date of receipt by COMPANY at COMPANY's office of undisputed valid invoices from CONTRACTOR, COMPANY shall pay such invoice within thirty (30) days from the end of the month of receipt of such invoice. If the last day of payment falls on a Saturday, Sunday, public holiday or bank holiday, the payment shall be made on the next working day.

32.3.2 Notwithstanding the provisions of Sub-Article 32.3.1 the COMPANY requires a minimum period of up to sixty (60) days for review and verification of each invoice for any CHANGE ORDER for Repair Work pursuant to Sub-Article 44.7 and in such a case the payment period stipulated in Sub-Article 32.3 shall be adjusted accordingly for any such invoice.

32.3.3 Subject to compliance with APPLICABLE LAWS, the COMPANY will make payments into the bank account designated on each applicable invoice. Payment shall be deemed made on the date of transfer from the COMPANY's bank.

32.3.4 Payments to be made pursuant to the present Article 32 shall be subject to applicable banking, currency and other control regulations of GOVERNMENT. However, if because of any such banking, currency and other control regulations of GOVERNMENT and/or operation of APPLICABLE LAW it is not possible for a payment to be made in the applicable currency stated in Exhibit B and/or Exhibit G Annex-7 then such payment shall be made in another currency to be mutually agreed to by the PARTIES. Should any conversion of currencies be

required for such payments, the basis for such conversions shall be the average of the closing buying rates "Sight Bill" and selling rates, announced by the Bank of Thailand two (2) working day before the payment date, except the conversion of U.S. Dollar (USD) to Myanmar Kyat (MMK) which shall be the latest announced rates of Central Bank of Myanmar on the payment date.

32.4 Not Applicable

32.5 Sums due from the CONTRACTOR

32.5.1 At any time during the performance of the CONTRACT, the COMPANY shall have the right, after notifying the CONTRACTOR, to deduct from any sums due to the CONTRACTOR all and any sums due to the COMPANY by the CONTRACTOR for whatever reason, including:

a) overpayments made to the CONTRACTOR,
b) materials sold or services furnished to the CONTRACTOR,
c) additional COMPANY costs resulting from CONTRACTOR's failure to perform any part of the WORK, in accordance with the provisions of the CONTRACT related to suspension, and/or termination due to CONTRACTOR's default,
d) CLAIMS and/or proceedings of third parties against the COMPANY in relation to CONTRACTOR's performance of the CONTRACT and resulting in payment or commitment to pay by the COMPANY according to court award or APPLICABLE LAWS (unless CONTRACTOR's liability has been expressly waived under the CONTRACT),
e) any withholding or assessment of any nature resulting from the location of payment designated on CONTRACTOR's invoices (and which shall be for the sole account of the CONTRACTOR), or
f) any amounts deemed necessary to indemnify and/or protect the COMPANY against any lien created in connection with CONTRACTOR's performance of the CONTRACT unless the CONTRACTOR immediately shows appropriate evidence proving that such lien is not valid,
g) any other amount due from the CONTRACTOR as per the terms and requirements of the CONTRACT.

32.5.2 Should sums due by the CONTRACTOR exceed the amount of sums due by the COMPANY, the CONTRACTOR shall immediately pay the difference to the COMPANY, failing which the COMPANY shall have the right to call the bank guarantee without prejudice to its other rights under the CONTRACT or at law.

32.5.3 Subject to the foregoing, payment due to the CONTRACTOR may be withheld by the COMPANY on account of unsatisfactory performance of the CONTRACT, the filing of CLAIMS against the COMPANY caused by acts or omissions of the CONTRACTOR or failure of the CONTRACTOR to pay amounts when due for labor or materials used by the CONTRACTOR in performing the WORK or amounts due to CONTRACTOR's SUBCONTRACTORS for the WORK. The COMPANY shall release such withheld payment to the CONTRACTOR until such default by the CONTRACTOR has been rectified and satisfied by the COMPANY.

32.6 Final Invoice

The final invoice shall be prepared after the final CONTRACT PRICE is agreed in accordance with Article 30, it shall be submitted after the FINAL ACCOUNT CERTIFICATE is signed by the PARTIES and shall conclude accounts between the PARTIES and no further invoice or invoices shall be submitted by or on behalf of the CONTRACTOR.

32.7 Improper Payment

Payment of any invoice shall not prejudice the right of the COMPANY to contest in writing any sums improperly paid to the CONTRACTOR. Any CLAIM so exercised, and recognized as well founded, shall result in an immediate reimbursement by the CONTRACTOR.

32.8 Not applicable

Article 33 Performance Security

33.1 General Requirements

CONTRACTOR shall provide the COMPANY with a performance bank guarantee in conformity with Sub-Article 33.2. The CONTRACTOR shall also if required provide a parent company guarantee in accordance with Sub-Article 33.4.

33.2 Performance Bank Guarantee

33.2.1 Initial Performance Bank Guarantee

An irrevocable performance bank guarantee shall be provided by the CONTRACTOR to the COMPANY in the specific form set out in ANNEX-1/A, not later than thirty (30) days after the EFFECTIVE DATE.

The performance bank guarantee shall be in the amount of five (5%) of the Initial CONTRACT PRICE and shall be issued by a Thai bank or a international bank whose branch office located in Thailand and being approved by the COMPANY, also referred to in the present Sub-Article 33.2 as the "guarantor bank".

33.2.2 Duration of Performance Bank Guarantee

The performance bank guarantee shall be valid up to the date of expiry of the WARRANTY PERIOD and unless there are outstanding CLAIMS shall lapse automatically at such time. All claims hereunder should be received by the GUARANTOR within ninety (90) days after the expiry date of WARRANTY PERIOD.

However, should the performance bank guarantee be due to expire during the duration of performance bank guarantee as specified in the first paragraph of sub-article 33.2.2, the CONTRACTOR shall automatically cause the guarantor bank to provide the COMPANY not later than thirty (30) days prior to the expiration of the existing performance bank guarantee with a new and satisfactorily performance bank guarantee in the same format as the previous one valid as aforesaid.

33.2.3 Unsatisfactory Performance Bank Guarantee

Should the CONTRACTOR fail, within thirty (30) days from the EFFECTIVE DATE (or not later than thirty (30) days prior to the expiration of the existing performance bank guarantee as referred to in Sub-Article 33.2.2), to provide a satisfactory performance bank guarantee in accordance with the provisions of this Article, the COMPANY shall not be obliged to make any payments to the CONTRACTOR until the CONTRACTOR has provided such satisfactory performance bank guarantee and shall have the right at any time, without prior notification and without any liability whatsoever, to suspend and/or terminate the CONTRACT or part thereof under Sub-Articles 48.3 , 48.4, 48.5, 48.6 and 48.7 respectively.

Should, at any time and for any reason, such performance bank guarantee prove not to be enforceable, the COMPANY shall be entitled to suspend any and all payments to the CONTRACTOR until the CONTRACTOR has provided the COMPANY with a new and satisfactory performance bank guarantee.

33.2.4 Adjustment of the Initial Amount of Performance Bank Guarantee

a) The amount of the performance bank guarantee shall be increased or decreased proportionately as applicable in the event that the CONTRACT PRICE shall be increased or decreased by more than ten per cent (10%) of the Initial CONTRACT PRICE.

b) Further proportionate adjustments in the amount of the performance bank guarantee shall be made in respect of increases/decreases of more than ten percent (10%) in the CONTRACT PRICE compared with the value at the date of the previous adjustment.

c) All adjustments to the amount of a performance bank guarantee shall be by means of a formal written amendment to the performance bank guarantee which shall be prepared and issued by guarantor bank and shall be subject to approval by the COMPANY or by a replacement performance bank guarantee if approved.

d) Adjustments to amount of a performance bank guarantee and replacement performance bank guarantees shall not take effect until the prior approval of the COMPANY REPRESENTATIVE has obtained the aforementioned amendment or replacement. Such approval shall not be unreasonably withheld.

e) CONTRACTOR shall be solely responsible for arranging amendments to the amount of the performance bank guarantee as aforesaid in a timely manner and shall bear all costs and expenses in this respect.

f) If the amount of the performance bank guarantee is not adjusted as aforesaid the COMPANY may subject to fourteen (14) days written notice to the CONTRACTOR require it to comply with its obligations under this Sub-Article 33.2.4, and withhold payment of an amount equal to the adjustment amount until either the performance bank guarantee is amended as aforesaid or FINAL ACCEPTANCE CERTIFICATE is issued, whichever is the earlier.

g) CONTRACTOR shall provide the guarantor bank at any time with supporting documents, with copy to the COMPANY, in order to ascertain the exact amount of the performance bank guarantee with regard to any CLAIM.

33.2.5 Not Applicable

33.2.6 Payment Received By COMPANY from the Guarantor Bank

If the COMPANY should receive any payment from the guarantor bank as satisfaction of a demand and if it is later established the CONTRACTOR was not in default of its obligations under the CONTRACT and provided the CONTRACTOR can substantiate it provided the COMPANY, sufficiently in advance of the date of the demand for payment, with information that would have prevented the COMPANY from exercising its right to make such demand, the COMPANY shall reimburse any such payment received from the guarantor bank plus interest calculated in accordance with Sub-Article 32.5 mutatis mutandis and the COMPANY shall have no other liability to the CONTRACTOR in respect of any such demand and/or any such payment received from the guarantor bank.

33.3 Not Applicable

33.4 Parent Company Guarantee

33.4.1 Form of Parent Company Guarantee

No later than fourteen (14) days after the EFFECTIVE DATE, or within such longer period as the COMPANY may agree, the CONTRACTOR shall provide the COMPANY with a satisfactory parent company guarantee in the specific form set out in ANNEX-1/C from the parent company of the CONTRACTOR.

33.4.2 COMPANY Rights

COMPANY shall have the right to call on the parent company guarantee subject and in accordance with its terms and the terms and requirements of the CONTRACT.

Should the CONTRACTOR fail, within fourteen (14) days from EFFECTIVE DATE or within such longer period as the COMPANY may agree, to provide a satisfactory parent company guarantee in accordance with the provisions of Sub-Article 33.4.1, the COMPANY shall not be obliged to make any payments to the CONTRACTOR until the CONTRACTOR has provided such satisfactory parent company guarantee and shall have the right at any time, without prior notification and without any liability whatsoever, to suspend and/or terminate the CONTRACT under the provisions of Sub-Article 48.3, 48.4, 48.5, 48.6 and 48.7 respectively.

Should, at any time and for any reason, such parent company guarantee prove not to be enforceable, the COMPANY shall be entitled to suspend any and all payments to the CONTRACTOR until the CONTRACTOR has provided the COMPANY with a new and satisfactory parent company guarantee.

33.5 Not applicable

33.6 Demands

Subject to and without restriction of limitation of the provisions of Article 48, the COMPANY shall have the right at any time to demand the payment of all or any part of the performance bank guarantee and/or to enforce the parent company guarantee.

Article 34 Liquidated Damages

34.1 General

CONTRACTOR acknowledges that time is of the essence of the CONTRACT and without prejudice to any other rights COMPANY may have under the CONTRACT or at law, agrees as follows:

34.2 Types of Liquidated Damages

34.2.1 Liquidated Damages for Late Completion of the WORK

If the CONTRACTOR fail to complete any part of the WORK or the PLANT by the relevant COMPLETION DATE(S), as specified in Exhibit C, (as such COMPLETION DATE may have been respectively adjusted by CHANGE ORDER), including fulfilling all the specified requirements for such completion the COMPANY shall, without any prior formal notice or demand or any proof of loss, have the right to apply and the CONTRACTOR shall pay liquidated damages to the COMPANY for such default in such amount and/or amounts calculated in accordance with Exhibit B.

34.2.2 Liquidated Damages for Unauthorized Removal and/or Substitution of CONTRACTOR's KEY PERSONNEL

Without prejudice to any other CONTRACT provisions whatsoever and/or COMPANY's rights, if the CONTRACTOR remove and/or substitutes any KEY PERSONNEL in violation of Sub-Article 25.2.6, the COMPANY shall, without any prior formal notice or demand or any proof of loss, have the right to apply and the CONTRACTOR shall pay liquidated damages to the COMPANY for such default in accordance with Exhibit B.

34.2.3 Liquidated Damages for Unauthorized Change of Location of Engineering Office

Without prejudice to any other CONTRACT provisions whatsoever and/or COMPANY's rights, if the CONTRACTOR changes the location of its Engineering Office from which is described in Exhibit K or as may be subsequently approved by the COMPANY in violation of sub-article 11.1.6 before all related Engineering work is completed, the COMPANY shall, without any prior formal notice or demand or any proof of loss, have the right to apply and the CONTRACTOR shall pay liquidated damages to the COMPANY for such default subject to and in accordance with Exhibit B. ,Liquidated Damages for

34.2.4 Unauthorized Removal and/or Substitution of Major SUBCONTRACTOR

Without prejudice to any other CONTRACT provisions whatsoever and/or COMPANY's rights , if major SUBCONTRACTOR is removed and/or substituted by the CONTRACTOR from which is identified in Exhibit K or as may be subsequently approved by the COMPANY in violation of sub-article 11.1.6 before the all related major WORK is completed, the COMPANY shall, without any prior formal notice or demand or any proof of loss, have the right to

apply and the CONTRACTOR shall pay liquidated damages to the COMPANY for such default subject to and in accordance with Exhibit B,

34.3 Genuine Estimate of COMPANY's Loss and Damage

The PARTIES acknowledge and agree that the amount for liquidated damages provided for in article 34 and Exhibit B, for which the CONTRACTOR may become liable, are agreed as genuine pre-estimates of the COMPANY's loss and damage arising from the CONTRACTOR's breach of its obligations under the provisions referred to in Sub-Article 34.1 to 34.4 which may be sustained by the COMPANY and that in any event such liquidated damages shall not be construed as a penalty.

34.4 Claim of Liquidates Damages

The COMPANY reserves its right to call upon such liquidated damages amount from performance bank guarantee and/or other guarantee, demand such amount from the CONTRACTOR and/or deduct such amount from the payment(s) made to the CONTRACTOR; and the COMPANY hereby reserves all rights under the CONTRACT and at law.

34.5 Other Obligations

Subject always to the right of the COMPANY to terminate the CONTRACT, the payment of liquidated damages shall not relieve the CONTRACTOR from his obligation to complete the WORK, or from any other duties, obligations or liabilities which he may have under the CONTRACT or under the APPLICABLE LAWS (including any liability arising pursuant to article 20).

Article 35 Accounting and Audit

35.1 Any payment made by the COMPANY shall not be construed as a waiver of any right of the COMPANY to challenge or object to the amount of any payment and/or any paid invoice.

35.2 CONTRACTOR shall safely keep and cause each SUBCONTRACTOR and each VENDOR to keep in accordance with generally accepted accounting practice, accurate detailed records and accounts pertaining to; the performance of the WORK, including PERSONNEL records, correspondence, receipts, vouchers, memoranda, computerized data and such other information required for an accurate audit and verification of any reimbursable costs, for the duration of the CONTRACT and for a period of five (5) years following the date of issue of the last FINAL ACCEPTANCE CERTIFICATE under the CONTRACT or termination of the CONTRACT.

35.3 COMPANY shall have the right during the periods stated in Sub-Article 35.2 to inspect and/or audit (or to have audited) and to copy any of the detailed records and accounts referred to in Sub-Article 35.2 required for verification of any sum payable and/or paid by the COMPANY pertaining to the performance of the WORK unless it relates to WORK compensated on a lump sum basis or to the composition of any Exhibit B sum, rate and/or price.

35.4 If as a result of any inspection or audit as aforesaid it is established that any invoice submitted under the CONTRACT by the CONTRACTOR and paid by the COMPANY is erroneous the CONTRACTOR shall promptly send to the COMPANY a corresponding correct invoice and/or credit note.

35.5 In the case of termination of the CONTRACT under the provisions of Article 48, 49 or 50, such right shall extend to any or all required justification and substantiation of the final amount to be established following such termination.

35.6 The obligations and rights stated in Sub-Article 35.1, 35.2, 35.3, 35.4 and 35.5 for the periods stated in Sub-Article 35.2 shall apply mutatis mutandis to each SUBCONTRACT and each Purchase Order.

35.7 CONTRACTOR shall ensure that like provisions are included in all SUBCONTRACTS and VENDEORS to be entered into with SUBCONTRACTOR and VENDORS.

Article 36 Additional Definitions

Notwithstanding any other definitions, including those within Sub-Article 2.1, and when appearing in upper case letters, the following expressions and derivatives thereof shall, within Article 37 to 44, have the meanings hereby assigned to them.

a) The term THIRD PARTY means any party other than either any of the COMPANY INDEMNIFIED PARTIES or any of the CONTRACTOR INDEMNIFIED PARTIES.

b) The term PLANT means PLANT and RESULT OF THE WORK.

Article 37 Liabilities between the PARTIES

37.1.1 Responsibility up to Handover

a) Liability for Loss and/or Damage

Notwithstanding any title consideration, the CONTRACTOR shall, from the commencement of the WORK take full responsibility for the care of the PLANT and also the COMPANY ITEMS upon delivery to the CONTRACTOR, until Handover as follow:

Item	Description	Handover
1	PLANT, except EARLY BUILDING	Until the effective date and time of the applicable PROVISIONAL ACCEPTANCE CERTIFICATE
2	EARLY BUILDING	Until the effective date and time of the applicable HANDOVER CERTIFICATE
3	Spare Parts, Special Tools and Material Handling Equipment.	The effective date and time of Handover to the COMPANY as per the requirements of Exhibit A
4	COMPANY ITEMS (if any) not incorporated into the PLANT	The effective date and time of Handover to the COMPANY as per Exhibit A and/or effective date and time of sale or disposal as per the requirements of sub-article 14.3

Should any damage or loss occur to the aforesaid PLANT and/or the aforesaid COMPANY ITEM and/or any part thereof from any cause (save in case of EXCEPTED RISKS as defined hereunder), the CONTRACTOR shall promptly at its own risk, cost and expense repair or replace the same so that the PLANT or parts thereof and any associated COMPANY ITEMS

(if any), shall be in good order and condition and in conformity in every respect with the terms and requirements of the CONTRACT.

b) Repair Work by Others

Repair and/or replacement of loss and/or damage referred to in Sub-Article 37.1.1 a) to the PLANT or any part thereof and/or the COMPANY ITEMS (if any), instead of being performed by the CONTRACTOR may be entrusted by the COMPANY to another contractor (such action being at the sole choice and decision of the COMPANY) without any compensation to the CONTRACTOR but in such a case, the CONTRACTOR shall not guarantee that part of the PLANT or the part of the COMPANY ITEMS so repaired.

c) Loss and/or Damage Not Caused by CONTRACTOR INDEMNIFIED PARTIES

Notwithstanding the foregoing, the COMPANY shall however assume full cost of repair and/or replacement of loss and/or damage when the CONTRACTOR can evidence that none of the CONTRACTOR INDEMNIFIED PARTIES has contributed, directly or indirectly, to loss or damage having occurred on or between SITES.

d) Responsibility for PLANT and/or COMPANY ITEMS Handed Over to the COMPANY

Nevertheless, during periods when the PLANT or a part thereof or any COMPANY ITEMS have been handed over to the COMPANY before the effective date of the Handover, the CONTRACTOR shall not be deemed to have care and custody of such part of the PLANT and or COMPANY ITEMS for such period (except however for the parts of the PLANT and/or COMPANY ITEMS on which the CONTRACTOR is completing outstanding WORK) but shall remain liable for any loss or damage to such parts of the PLANT and/or COMPANY ITEMS caused by any of the CONTRACTOR INDEMNIFIED PARTIES.

37.1.2 Responsibility after Handover until Final Acceptance

a) Liability of the CONTRACTOR

The CONTRACTOR shall be liable respectively for any loss and/or damage occasioned by the CONTRACTOR INDEMNIFIED PARTIES to sub-article 37.1.1 a) items 1) to 3) handed over and for any COMPANY ITEMS not handed over, up to the effective date of the FINAL ACCEPTANCE CERTIFICATE, and the CONTRACTOR shall promptly, if and to the extent requested by the COMPANY, make good such damage without any extra cost to the COMPANY.

b) Responsibility of the CONTRACTOR

CONTRACTOR shall promptly, if and to the extent requested by the COMPANY, make good such loss, damage without any extra cost to the COMPANY.

c) Care and Custody

When making good any such loss, damage, or in case of rework, after Handover the PLANT the CONTRACTOR shall be deemed to have care and custody of the part of the PLANT affected by such loss, damage or rework.

d) Repair Work Performed by Others

Repair and/or replacement of loss and/or damage referred to in Sub-Article 37.1.2 a) may at the option and sole decision of the COMPANY, be entrusted to another contractor without any compensation to the CONTRACTOR but in such a case, the CONTRACTOR shall not guarantee that part of the PLANT so repaired.

e) Waiver and Exception

Nevertheless, and notwithstanding Sub-Article 37.1.2 a) and 37.1.2 b) but given that the warranty obligations of the CONTRACTOR under the CONTRACT shall not be reduced, the COMPANY waives all rights of recourse against the CONTRACTOR INDEMNIFIED PARTIES for:

i) any loss and/or damage to the PLANT, and COMPANY ITEMS attributable to the CONTRACTOR INDEMNIFIED PARTIES occurring during the WARRANTY PERIOD which exceeds the period of coverage of the Construction All Risk Insurance referred to in Sub-Article 43.2, or

ii) any loss and/or damage to the PLANT and/or part thereof which has been handed over to the COMPANY as per Sub-Article 37.1.1 a) and is attributable to the CONTRACTOR INDEMNIFIED PARTIES performing WORK on uncompleted parts of the PLANT during the period between the effective date of such Handover and the effective date of the FINAL ACCEPTANCE CERTIFICATE, to the extent such loss and/or damage is no longer covered by the Construction All Risk Insurance described in Sub-Article 43.2.

with the exception of the costs of repair and/or replacement of the defective part of the PLANT and of the amounts of the deductibles under the Construction All Risk Insurance mentioned in Sub-Article 44.2 which costs and amounts shall be borne by the CONTRACTOR.

f) In such cases, referred to Sub-Article 37.1.2 e) the CONTRACTOR shall also promptly so far as be requested by the COMPANY repair and replace the part of the PLANT so damaged and the CONTRACTOR shall be paid by the COMPANY for such repair and replacement in accordance with sub-article 44.6, 44.7 and the Schedule of Rates and Prices set out in Exhibit B hereto.

37.1.3 Benefit of Insurance placed by the COMPANY

The principles set forth in Sub-Article 37.1 shall not deprive the CONTRACTOR INDEMNIFIED PARTIES of the benefit of insurance to be placed by the COMPANY as per Sub-Article 43.2 to the extent provided by Article 43 and 44.

37.2 EXCEPTED RISKS

37.2.1 Notwithstanding anything to the contrary in the CONTRACT, if the PLANT and/or any of COMPANY ITEMS sustains destruction or damage on or between SITES which is the consequence whether direct or indirect of war hostilities (whether declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power or civil war, or strike, riot, commotion, disorder, otherwise than among PERSONNEL of the CONTRACTOR INDEMNIFIED PARTIES (these risks being comprehensively referred to as EXCEPTED RISKS), the CONTRACTOR shall nevertheless be entitled to payment for any such PLANT so destroyed or damaged.

37.2.2 In such case, the CONTRACTOR shall be entitled to be paid by the COMPANY by the means of a CHANGE ORDER for the cost of making good any such damage so far as may be requested by the COMPANY and evaluated in accordance with the requirements of the CONTRACT including but limited to the requirements of Sub-Article 22.3, Exhibit B and the other terms and requirements of the CONTRACT.

37.3 Damage to or Loss of COMPANY Property on a SITE (except PLANT and COMPANY ITEMS)

37.3.1 COMPANY waives all rights of recourse against the CONTRACTOR and shall indemnify, defend and hold harmless the CONTRACTOR INDEMNIFIED PARTIES from and against any and all CLAIMS in respect of damage to or loss of any property of the COMPANY on a SITE other than the PLANT and COMPANY ITEMS, including loss of use thereof, arising from, related to or in connection with the performance of the CONTRACT, howsoever caused, including the negligence of any of the CONTRACTOR INDEMNIFIED PARTIES or any of their respective PERSONNEL in the performance of the CONTRACT.

37.3.2 However, when the risks of damages to said existing property are covered by the insurance to be placed by the COMPANY pursuant to Article 43 hereafter, the CONTRACTOR shall bear the corresponding deductibles up to one million US Dollars (USD 1,000,000) per occurrence.

37.4 Damage to or Loss of CONTRACTOR INDEMNIFIED PARTIES Property

CONTRACTOR hereby waives all rights of recourse against the COMPANY and shall indemnify, defend and hold harmless the COMPANY from and against any and all CLAIMS in respect of damage to or loss of property of each member of the CONTRACTOR INDEMNIFIED PARTIES whether owned, hired, leased or otherwise provided by any member of the CONTRACTOR INDEMNIFIED PARTIES, including loss of use thereof, arising from, related to or in connection with the performance of the CONTRACT, howsoever caused, including the negligence of the COMPANY INDEMNIFIED PARTIES or any of its PERSONNEL.

37.5 Personnel Injury/Disease/Death and Personal Property Loss or Damage

The COMPANY waives all rights of recourse against the CONTRACTOR and shall indemnify, defend and hold the CONTRACTOR harmless from and against any and all claims arising from, in connection with or related to loss of or damage to property of

COMPANY GROUP's PERSONNEL and injuries to or disease or death of COMPANY GROUP's PERSONNEL regardless of the cause of or reason for said damage, loss, injuries, disease or death and even if caused by negligence of the CONTRACTOR INDEMNIFIED PARTIES or their respective PERSONNEL.

The CONTRACTOR waives all rights of recourse against the COMPANY and shall indemnify, defend and hold the COMPANY harmless from and against any and all CLAIMS arising from, in connection with or related to loss of or damage to property of CONTRACTOR GROUP's PERSONNEL and injuries to or disease or death of CONTRACTOR GROUP's PERSONNEL, regardless of the cause of or reason for said damage, loss, injuries, disease or death and even if caused by negligence of the COMPANY INDEMNIFIED PARTIES or their respective PERSONNEL

37.6 CONSEQUENTIAL LOSS

37.6.1 Notwithstanding any provision contained in the CONTRACT to the contrary, the COMPANY or the CONTRACTOR shall not be responsible or liable to any member of CONTRACTOR GROUP or COMPANY GROUP, respectively, for CONSEQUENTIAL LOSS which is suffered by such member of CONTRACTOR INDEMNIFIED PARTIES or COMPANY INDEMNIFIED PARTIES, respectively, whether such liability is based or claimed to be based upon any negligence or other act or omission on the part of the PARTY causing the damage or loss, or any of the entities comprising the COMPANY INDEMNIFIED PARTIES or the CONTRACTOR INDEMNIFIED PARTIES associated to such PARTY or any of their respective agents or employees in connection with the performance of the CONTRACT.

37.6.2 For avoidance of doubt, any liquidated damages or other compensation provisions stipulated for delay, non-performance, mis-performance, default, warranty obligations or otherwise as per this CONTRACT, and CHANGE ORDERS shall not be considered as CONSEQUENTIAL LOSS.

37.7 Mutual Indemnity and Waiver of Recourse Agreements

37.7.1 Between the CONTRACTOR and each potential SUBCONTRACTOR:

a) CONTRACTOR shall sign a counterpart of the "Mutual Indemnity and Waiver of Recourse Agreement" (Version for CONTRACTOR) attached hereto (ANNEX-2/A).

b) CONTRACTOR shall, unless otherwise approved, obtain from its SUBCONTRACTOR working on any SITE, the signature of like counterpart of the "Mutual Indemnity and Waiver of Recourse Agreement" (Version for SUBCONTRACTOR) attached hereto (ANNEX-2/B).

c) Every SUBCONTRACT between the CONTRACTOR and its SUBCONTRACTOR shall provide that the provisions of Article 36 to 44 shall apply between the COMPANY and such SUBCONTRACTOR in the same manner as they apply between the COMPANY and the CONTRACTOR.

d) With reference to Article 11, at the time of the CONTRACTOR asking for the consent of the COMPANY to contract to each SUBCONTRACTOR, the CONTRACTOR shall obtain from the SUBCONTRACTOR that will

perform WORK on or between any SITE a waiver of corresponding rights of recourse against the COMPANY as per ANNEX-2/B (Mutual Indemnity and Waiver of Recourse Agreement) and ANNEX-3 (Liability and Insurance Agreement from SUBCONTRACTORS) and shall indemnify and hold harmless the COMPANY against any and all consequences of its failure to obtain such waivers.

e) CONTRACTOR at such time shall notify the COMPANY of any refusal of such potential SUBCONTRACTOR to sign a counterpart of said Mutual Indemnity and Waiver of Recourse Agreement and/or Liability and Insurance Agreement.

f) Conversely, the SUBCONTRACTOR shall have the benefit of same indemnities and waivers of recourse from the COMPANY as the CONTRACTOR.

37.7.2 COMPANY shall endeavor to obtain Mutual Indemnity and Waiver of Recourse Agreements from each COMPANY OTHER CONTRACTOR and shall, upon request from the CONTRACTOR, inform the CONTRACTOR of any that did not sign a Mutual Indemnity and Waiver of Recourse Agreement.

37.8 GENERAL AVERAGE

37.8.1 When shipments are made on dedicated transportation and towage units carrying only the property of the COMPANY INDEMNIFIED PARTIES, the CONTRACTOR on behalf of interests concerned with transportation units, and the COMPANY on behalf of interests concerned with cargo, waive any rights of claiming contribution to General Average expenses and/or sacrifices against the other PARTY; this waiver is not to be construed as applicable to awards claimed by salvors and related costs which shall be apportioned in proportion to salved values or as determined by salvage arbitrators.

37.8.2 In all other circumstances, including transportation by scheduled liner services, General Average shall be adjusted according to the latest edition of the York-Antwerp rules, as determined and from time to time revised by the Comite Maritime International, at the EFFECTIVE DATE.

37.9 Liabilities for Salvage Operations performed by the CONTRACTOR

37.9.1 Where shipments are made on dedicated transportation and towing units, carrying only the property of the COMPANY and/or COMPANY OTHER CONTRACTORS:

a) Within their capabilities, transportation and towage units shall carry out rescue and salvage operations to the benefit of the PERSONNEL and material means of the COMPANY INDEMNIFIED PARTIES. Such rescue and salvage operations shall be considered as normal operations of transportation and towage units.

b) It is expressly agreed that any material means of the COMPANY INDEMNIFIED PARTIES which are salvaged or towed by transportation and/or towage units shall not be subject to salvage CLAIMS by the CONTRACTOR INDEMNIFIED PARTIES.

c) However, the COMPANY INDEMNIFIED PARTIES shall be responsible for the payments to be made under any legal rights to the Master and Crew in relation to such operations.

d) COMPANY shall also pay the CONTRACTOR for the time spent by transportation and/or towage units in performing such operations; this latter provision however shall not be construed as applicable to a transportation or a towage operation already commenced by units of the CONTRACTOR under normal conditions and which has subsequently allegedly developed into a salvage situation. If the CONTRACTOR INDEMNIFIED PARTIES receive the benefit of similar rescue services from the COMPANY INDEMNIFIED PARTIES, the CONTRACTOR will reimburse such expenses incurred by the COMPANY under similar provisions.

e) Transportation and/or towage units shall be entitled at all times to deviate for the purpose of saving life. The Master of vessel shall promptly inform the COMPANY of such deviation.

f) All salvage proceeds arising out of the saving of third party which is not connected with the COMPANY INDEMNIFIED PARTIES activities shall be divided equally between the COMPANY and the CONTRACTOR INDEMNIFIED PARTIES involved in the salvage operations, after deducting Master's and Crew's share, repair costs sustained by the transportation and/or towage units for the amount mentioned in the award and after reimbursing the COMPANY for one hundred percent (100%) of the operational rates and fuel consumed during salvage of property. Subject as aforesaid, all loss of time incurred in saving or attempting to save life and/or in unsuccessful attempts at salvage shall be borne equally at cost, one half by the COMPANY and the other half by the CONTRACTOR INDEMNIFIED PARTIES involved in the salvage operations.

g) If salvage operations affect the critical path of the WORK TIME SCHEDULE, as identified in the Detailed Work Time Schedule, the CONTRACTOR shall be entitled to request an extension of time according to Sub-Articles 15.5, 15.6, subject to and in accordance with the other terms and requirements of the CONTRACT.

37.9.2 In all other circumstances, including transportation by scheduled liner services, all affairs and CLAIMS arising and resulting from the salvage operations shall be settled in accordance with the latest edition of the International Convention on Salvage, 1989.

37.10 Labor Claims

All PERSONNEL of the CONTRACTOR and of any CONTRACTOR INDEMNIFIED PARTIES shall be deemed to be under the exclusive direction and control of the CONTRACTOR. Accordingly, the CONTRACTOR shall be solely liable for, and shall indemnify, defend and hold harmless each member of COMPANY GROUP from and against, all CLAIMS that relate to employment or labor disputes in connection with the PERSONNEL of any member of the CONTRACTOR INDEMNIFIED PARTIES.

Article 38 Liabilities towards THIRD PARTIES

38.1 Damage, Loss, Injury, Death caused by CONTRACTOR INDEMNIFIED PARTIES

Except as provided for in Article 39, the CONTRACTOR hereby agrees to indemnify, defend and hold harmless the COMPANY INDEMNIFIED PARTIES from and against any and all CLAIMS, howsoever arising from and in connection with damage to, or loss of THIRD PARTY property, and injury to or death of any THIRD PARTY person, caused by any of any of the CONTRACTOR INDEMNIFIED PARTIES or their property or property under their care, custody or control, and arising out of or in relation to the performance of the CONTRACT.

38.2 Damage, Loss, Injury, Death caused by COMPANY INDEMNIFIED PARIES

COMPANY agrees to hold harmless and indemnify each member of the CONTRACTOR INDEMNIFIED PARTIES from and against any and all claims, in respect of:

a) damage to, or loss of THIRD PARTY property and injury to or death of any THIRD PARTY person, caused by COMPANY INDEMNIFIED PARTIES and arising out of or in relation to the performance of the CONTRACT, and

b) the right of the COMPANY to construct on, over, in or through any land or water.

Article 39 SPECIAL RISKS

39.1 Definition

SPECIAL RISKS mean any of:

a) reservoir seepage,
b) fire, explosion, cratering or blowout in or of a well,
c) the escape of oil and/or gas from a reservoir, well or pipeline or other existing facilities located on or around the SITE.

If any such an event occurs to a reservoir, well, or a pipeline or other existing facility including the PLANT, owned or operated by COMPANY near or adjacent to the SITE.

39.2 Damage to COMPANY and any THIRD PARTY

Notwithstanding Sub-Article 38.1 above, the COMPANY waives all rights of recourse against the CONTRACTOR and shall hold harmless and indemnify the CONTRACTOR INDEMNIFIED PARTIES from and against any and all claims attributable to any SPECIAL RISKS arising out of the performance of the CONTRACT, howsoever caused, including the negligence of any of the CONTRACTOR INDEMNIFIED PARTIES or any of their PERSONNEL in the performance of the CONTRACT; provided, however, that in the event that any such damage is caused by any of the CONTRACTOR INDEMNIFIED PARTIES as aforesaid the CONTRACTOR shall be liable for the initial one million US Dollars (USD 1,000,000) of loss, expense and/or damages per occurrence.

39.3 Exceptions to Sub-Article 39.1

The foregoing indemnity under Sub-Article 39.2 shall not apply to:

a) personal injuries, diseases or deaths suffered by PERSONNEL of any of the CONTRACTOR INDEMNIFIED PARTIES and
b) damage caused to property of any of the CONTRACTOR INDEMNIFIED PARTIES including hired or leased equipment, vessel or craft.

Article 40 Special Provisions

40.1 The provisions set out in Article 36 to 44 shall apply notwithstanding any limit of liability, if any, stipulated in this CONTRACT.

40.2 The benefit of the waivers of recourse and of the indemnities and hold harmless provisions provided by one PARTY to the other PARTY in this CONTRACT shall be extended to the insurers and/or underwriters of the other PARTY.

40.3 If member of the COMPANY INDEMNIFIED PARTIES is subject to any CLAIMS for which the CONTRACTOR is liable under the CONTRACT, then the CONTRACTOR shall indemnify, defend and hold harmless that member of the COMPANY INDEMNIFIED PARTIES.

40.4 CONTRACTOR shall be responsible for the defense of any CLAIMS brought against any member of the COMPANY INDEMNIFIED PARTIES in respect of which the CONTRACTOR is liable under the CONTRACT and shall satisfy any judgment against any member of the COMPANY INDEMNIFIED PARTIES resulting therefrom.

40.5 However, the COMPANY shall be entitled to but not obliged to participate in the defense of any CLAIMS to which it or any member of the COMPANY INDEMNIFIED PARTIES is a party without relieving the CONTRACTOR of its responsibility for the defense of that CLAIMS. Upon receiving a notice of any CLAIM brought against it or any member of the COMPANY INDEMNIFIED PARTIES, the COMPANY shall promptly deliver the full particulars of that CLAIMS to the CONTRACTOR and shall render all reasonable assistance that the CONTRACTOR requests in the defense of the CLAIMS.

40.6 The CONTRACTOR shall not, without the written consent of the COMPANY, settle any CLAIMS or suit or consent to the entry of any judgment with respect thereto that may materially and adversely affect the reputation of the COMPANY INDEMNIFIED PARTIES or that wherein the COMPANY INDEMNIFIED PARTIES are or would be commercially prejudiced in the COMPANY INDEMNIFIED PARTIES' reasonable opinion (other than as a result of money damages covered by the indemnity).

40.7 The provisions of Sub-Article 40.3 and 40.4 shall apply vice versa in case of a CLAIMS against the CONTRACTOR INDEMNIFIED PARTIES in respect of which the COMPANY is liable under the provisions of Article 37, 38 and 39.

40.8 To the extent permitted by laws, all exclusions and indemnities given under Article 37, 38 and 39 and elsewhere in this CONTRACT (save for those which specifically state otherwise) shall apply irrespective of cause and notwithstanding the negligence, breach of duty (whether statutory or otherwise) or other failure of any nature of the indemnified party or any other entity and shall apply irrespective of any CLAIM under contract or otherwise at law.

40.9 Upon receiving a notice of any CLAIM brought against it or any member of COMPANY INDEMNIFIED PARTIES, the COMPANY shall promptly deliver the CLAIM to the CONTRACTOR and shall render all reasonable assistance that the CONTRACTOR requests in the defense of the CLAIMS.

40.10 Without any limitation or restriction of the liability of the CONTRACTOR to the COMPANY under the CONTRACT the provisions of Article 36 to 44, shall apply to the CONTRACTOR and, mutatis mutandis, to each SUBCONTRACTOR and to any VENDOR present on a SITE.

40.11 CONTRACTOR shall ensure full compliance by any such SUBCONTRACTOR or VENDOR with the provisions of Article 36 to 44 and shall be liable towards each of the COMPANY INDEMNIFIED PARTIES individually for any absence or insufficiency of the insurances of SUBCONTRACTOR and/or VENDOR.

Article 41 Insurances to be Placed by the CONTRACTOR

41.1 Responsibility of the CONTRACTOR

41.1.1 CONTRACTOR shall, at its own cost and expense and to the extent required, arrange, obtain and maintain the insurances stipulated in this Article from the EFFECTIVE DATE, or such other date the COMPANY may agree, for the duration of the CONTRACT including any extensions thereof, until:

a) the date on which materials, CONTRACTOR ITEMS and CONSTRUCTION EQUIPMENT used by the CONTRACTOR INDEMNIFIED PARTIES have been removed from the SITE and demobilized, or
b) the date on which all PERSONNEL of the CONTRACTOR INDEMNIFIED PARTIES have finally departed from the SITE at the end of the applicable WARRANTY PERIOD as provided in Article 20,

whichever is the later date, or such other date as is stated hereinafter or as may be agreed to by the COMPANY. Such insurances shall be for the specified amounts or their equivalent in another currency acceptable to the COMPANY.

41.1.2 It being understood that the specified risks may be covered by insurance policies in a different way from those indicated below provided such is approved by the COMPANY and that all the specified risks are properly covered.

41.1.3 The insurance amounts indicated here below are minimum requirements and not limits of liability, and they are not to be construed as the COMPANY's consent to substitute its financial liability in excess of the amounts set forth except as otherwise agreed in this CONTRACT.

41.2 Workmen's Compensation Insurance

CONTRACTOR shall arrange, provide and maintain Workmen's compensation insurance to comply fully with the limits and provisions of APPLICABLE LAWS and agreements made with the CONTRACTOR PERSONNEL.

41.3 Employer's Liability Insurance

41.3.1 CONTRACTOR shall arrange, provide and maintain Employer's Liability Insurance including coverage for legal expenses anywhere in the world, with a limit of not less than ten million US Dollars (USD 10,000,000.00) per occurrence or, the limit required by the APPLICABLE LAWS, whichever is higher.

41.3.2 Such insurance shall be endorsed to the effect that:

a) any CLAIM formulated by any of the CONTRACTOR PERSONNEL against the COMPANY shall be treated as CLAIMS against the CONTRACTOR and compensated by such insurance, and
b) so that the insurers waive their rights of subrogation against the COMPANY INDEMNIFIED PARTIES, other parties bound by any mutual

indemnity and waiver of recourse agreement referred to in Sub-Article 37.7, and their respective insurers in accordance with the liabilities assumed by the CONTRACTOR under the provision of Article 37 and 38.

41.4 Comprehensive General Third Party Liability Insurance

41.4.1 CONTRACTOR shall arrange, provide and maintain Comprehensive General Third Party Liability Insurance, including Pollution Insurance, with a limit of not less than fifteen million US Dollars (USD 15,000,000.00) combined single limit any one occurrence.

41.4.2 If not otherwise covered, this insurance must include, with a separate limit and for same amount, a coverage for operations in respect of raising and removal of sunken objects or craft, wreckage, or debris in connection with the performance of the CONTRACT.

41.4.3 Such Comprehensive General Third Party Liability Insurance shall:

a) be endorsed with the COMPANY as "additional assured" insofar as any of the COMPANY INDEMNIFIED PARTIES is held liable to pay for CLAIMS which according to the CONTRACT have to be borne by the CONTRACTOR,
b) be primary insurance for all additional assured and co-insured parties and other insurance carried by the COMPANY and shall not be called upon by the CONTRACTOR's underwriters and/or insurers to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise, except as otherwise agreed in the CONTRACT.
c) contain a cross liability clause so that the COMPANY and the CONTRACTOR are regarded as third parties to each other. Such cross liability clause shall be valid anywhere in the world, and
d) be endorsed so that the insurers waive their rights of subrogation against the COMPANY INDEMNIFIED PARTIES, other parties bound by any mutual indemnity and waiver of recourse agreement referred to in Sub-Article 37.7, and their respective insurers in accordance with the liabilities assumed by the CONTRACTOR under the provision of Article 37 and 38.

41.5 Protection and Indemnity Insurance (If applicable)

41.5.1 CONTRACTOR shall arrange, provide and maintain Protection and Indemnity Insurance, including oil pollution liability, with a member of the International Group of Protection and Indemnity Clubs or the equivalent, in respect of each vessel and water craft owned and/or employed in operations under the CONTRACT by the CONTRACTOR in an amount at least equal to the greater of:

a) the full value of each such vessel,
b) the full amount required by APPLICABLE LAWS limiting ship owner's liability, or
c) the sum of ten million United Sates Dollars (USD 10,000,000.00), but with respect to construction and pipe lay vessels in the amount of fifteen million US Dollars (USD 15,000,000.00).

This cover may exclude liability to the employees and crew members of insured vessels or water craft of the CONTRACTOR provided the insurance described in

Sub-Article 41.2 above is warranted to fully cover the CONTRACTOR's liability to its employees and such crew members.

41.5.2 For vessels chartered by the CONTRACTOR and if not covered by Comprehensive General Third Party Liability Insurance as provided in Sub-Article 41.4 above, the CONTRACTOR shall obtain Charterer's Liability Insurance on similar conditions to those available from members of the International Group of Protection and Indemnity Clubs or the equivalent and for an amount at least equal to the greater of the above described limits. Where such vessels are engaged in towing operation, the insurance shall include full towage liability cover.

41.5.3 The insurance provided pursuant to Sub-Article 41.5 shall:

a) be endorsed with the COMPANY as "protective co assured" insofar as the COMPANY is held liable to pay for CLAIMS which according to the CONTRACT have to be borne by the CONTRACTOR INDEMNIFIED PARTIES,
b) be primary insurance for all additional assured and co-insured parties and other insurance carried by the COMPANY and shall not be called upon by the CONTRACTOR's underwriters and/or insurers to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise, except as otherwise agreed in the CONTRACT.
c) be endorsed so that the insurers waive their rights of subrogation against the COMPANY INDEMNIFIED PARTIES, other parties bound by any mutual indemnity and waiver of recourse agreement referred to in Sub-Article 37.7, and their respective insurers in accordance with the liabilities assumed by the CONTRACTOR under the provisions of Articles 37 and 38.

41.6 Automobile Public Liability Insurance (If Applicable)

41.6.1 CONTRACTOR shall arrange and provide Automobile Public Liability Insurance to cover all automobiles and automotive equipment employed, if any, by the CONTRACTOR (whether as owner or hirer or otherwise) in operations under the CONTRACT for not less than the amount required by the APPLICABLE LAWS or one million US Dollars (USD 1,000,000.00) combined single limit per occurrence, whichever is higher.

41.6.2 In case that the Automobile Public Liability Insurance cannot cover automotive equipment, the CONTRACTOR shall ensure that liability resulting from such automotive equipment be covered under Sub-Article 41.4.

41.6.3 Such insurance shall be endorsed:

a) with the COMPANY as "additional assured" insofar as any of the COMPANY INDEMNIFIED PARTIES is held liable to pay for CLAIMS which according to the CONTRACT have to be borne by the CONTRACTOR,
b) be primary insurance for all additional assured and co-insured parties and other insurance carried by the COMPANY and shall not be called upon by the CONTRACTOR's underwriters and/or insurers to contribute or

participate on the basis of contributing, concurrent, double insurance or otherwise, except as otherwise agreed in the CONTRACT.

c) so that the insurers waive their rights of subrogation against the COMPANY INDEMNIFIED PARTIES, other parties bound by any mutual indemnity and waiver of recourse agreement referred to in Sub-Article 37.7, and their respective insurers in accordance with the liabilities assumed by the CONTRACTOR under the provision of Article 37 and 38.

41.7 Aircraft Liability Insurance (If Applicable)

41.7.1 CONTRACTOR shall arrange and provide Aircraft Liability Insurance (if applicable) covering all aircraft including helicopters owned and/or employed, if any, in operations under the CONTRACT by the CONTRACTOR, for no less than five million United States Dollars (USD 5,000,000.00) in respect of general liability and as required by the applicable laws and/or International Conventions or one hundred thousand US Dollars (USD 100,000.00) per seat whichever is the higher, in respect of passengers.

41.7.2 For all aircraft chartered by the CONTRACTOR for use in connection with the CONTRACT, the CONTRACTOR shall obtain Charterer's Liability Insurance if not already covered by Comprehensive General Third Party Liability Insurance defined under Sub-Article 41.3 above.

41.7.3 Such insurance shall:

a) clearly state that the COMPANY as "additional assured" insofar as any of the COMPANY INDEMNIFIED PARTIES is held liable to pay for CLAIMS which according to the CONTRACT have to be borne by the CONTRACTOR,

b) be primary insurance for all additional assured and co-insured parties. The other insurance carried by the COMPANY shall not be called upon by the CONTRACTOR's underwriters and/or insurers to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise, except as otherwise agreed in the CONTRACT.

c) be endorsed so that the insurers waive their rights of subrogation against the COMPANY INDEMNIFIED PARTIES, other parties bound by any mutual indemnity and waiver of recourse agreement referred to in Sub-Article 37.7, and their respective insurers in accordance with the liabilities assumed by the CONTRACTOR under the provisions of Articles 37 and 38.

41.8 Hull and Machinery (If Applicable)

Hull and Machinery, on the latest American Institute Hull clauses, Institute Time clauses or equivalent and possibly Increased Value Insurance covering all marine vessels or water craft owned and/or operated by or for the CONTRACTOR, to the full value of each such vessel and including full collision liability cover.

41.9 All Risk Insurance for CONSTRUCTION EQUIPMENT

All Risk Insurance to cover the full value of all CONSTRUCTION EQUIPMENT used by the CONTRACTOR for the performance of the WORK. The CONTRACTOR may at its option insure such CONSTRUCTION EQUIPMENT under the Hull and Machinery Insurance outlined in Sub-Article 41.7.

41.10 All Risk Insurance for CONTRACTOR ITEMS

All Risk Insurance to cover the full value of all CONTRACTOR ITEMS from the EFFECTIVE DATE up to and including safe delivery and unloading at a SITE.

41.11 Marine Cargo Insurance/Inland Transit Insurance

Marine Cargo and/or Cargo insurance shall not be less than one hundred percent (100%) of the shipment and/or cargo value of such CONTRACTOR ITEMS whilst in transit and/or shipment until delivery to the SITE and whilst in storage anywhere in the world during such transit/shipment including return shipments.

Article 42 Special Provisions with respect to CONTRACTOR's Insurances

42.1 Deductibles under the CONTRACTOR's Insurances

All the deductibles applicable to the insurances to be placed by the CONTRACTOR in compliance with Article 41 with or without the specific consent of the COMPANY shall be for the sole account of the CONTRACTOR.

42.2 Insurance Certificates

a) Before commencing relevant operations under the CONTRACT, the CONTRACTOR shall furnish the COMPANY with certificates of insurance for the insurances to be placed by the CONTRACTOR in accordance with Article 41, and thereafter renewals thereof.
b) These certificates shall contain full details of the insurance, conditions, deductibles and any other relevant information and shall also contain the following statements in accordance with the provisions of Article 41 and Sub-Article 42.3 (or words to similar effect).

42.3 Endorsements

42.3.1 With regard to policy endorsement as per Article 41 requirements the following forms of words shall be used or similar if approved by the COMPANY:

42.3.2 For primary insurance.

"This policy is primary insurance for all additional assured / co insured parties (delete as appropriate) and other insurance carried by …… and its associates shall not be called upon to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise."

42.3.3 For insurances where the COMPANY is required to be a "co- assured" or "additional assured" or "protective co-assured"

"This policy is endorsed to the effect that …… and its associates in the operations provided for under its contract with ……., reference number …… dated …….. are "co-insured" or "additional-assured" or "protective co-assured"(delete as appropriate) in respects of claims and/or damages and/or losses arising out of liabilities accepted by …… and its SUBCONTRACTORS under said contract."

42.3.4 For waiver of rights of subrogation.

"This policy is endorsed to the effect that insurers waive all rights of subrogation against …… in the operations provided for under its contract with

…… dated ..... and against such other contractors of …… who have signed a Mutual Indemnity and Waiver of Recourse Agreement provided for in Sub-Article 37.7 of said contract and in accordance with the liabilities assumed by …… under the provisions of Article 37 and 38 of said contract. This waiver of subrogation rights extends to the benefit of the insurers of the abovementioned parties."

42.3.5 Sub-Article 41.3 a) Employers Liability Insurance endorsement

"This policy is endorsed to the effect that claims for which …… is liable under contract reference number …… dated …… with …… dated …… formulated by the personnel of …… against ……, its affiliates, and/or other contractors and SUBCONTRACTORS of …… shall be treated as claims against …… and compensated by such insurances."

42.4 COMPANY's Right to Examine the CONTRACTOR's Insurances

42.4.1 CONTRACTOR warrants and represents that all its insurances pertaining to the CONTRACT comply with the provisions of Article 41 and of this Article 42.

42.4.2 CONTRACTOR shall provide copy of insurance certificates for all the insurances the CONTRACTOR is to obtain as per the terms and requirements of the CONTRACT. The CONTRACTOR shall, if requested, permit the COMPANY to examine original insurance policies and/or insurance certificates issued in compliance with the requirements hereunder. Should the CONTRACTOR at any time neglect or refuse to provide any of the above or if any of the insurances described in Article 41 or should such insurance be cancelled or terminated or substantially reduced, the COMPANY shall have the right, but not the obligation to procure the same and the cost thereof shall be deducted from any sums due or thereafter becoming due to the CONTRACTOR.

42.4.3 Any additional cost involved for the COMPANY in procuring such insurance, or loss due to the fact that the CONTRACTOR neglected or refused to provide the insurance or that the insurance is cancelled or terminated or substantially reduced, shall be for CONTRACTOR's account.

42.5 COMPANY Rights not Limited by Insurance Certificates or Insurance Policies

The provision of insurance certificates to the COMPANY or any examination of original policies under the provisions of Sub-Article 42.6 shall not limit the COMPANY's rights there under and shall not be a defense to any CLAIMS by the COMPANY against the CONTRACTOR.

42.6 CONTRACTOR Compliance with Insurance Conditions / Warranties

CONTRACTOR shall comply at all times with all conditions and warranties included in all insurance described under Article 41.

42.7 SUBCONTRACTOR Working on a SITE

The provisions of Article 36 to 44, applicable to the CONTRACTOR, shall be applicable to SUBCONTRACTOR. The CONTRACTOR shall be liable towards the COMPANY INDEMNIFIED PARTIES for any absence or insufficiency of the insurances of SUBCONTRACTOR.

42.8 Cancellation or Reduction of CONTRACTOR Insurances

CONTRACTOR shall represent and warrant that the insurance policies provided under the CONTRACT shall not lapse nor shall the guarantee hereunder be substantially reduced without two (2) months prior written notice to the COMPANY and without prejudice to the provisions of Sub-Article 42.6.

42.9 Failure to Provide an Article 41 Insurance

42.9.1 If the CONTRACTOR should at any time neglect or refuse to provide any of the insurances described in Article 41 or should such insurance be cancelled, terminated or substantially reduced, the COMPANY shall have the right, but not the obligation, to procure the same and the cost and expenses thereof and of doing so shall be deducted from any sums due or thereafter becoming due to the CONTRACTOR.

42.9.2 Any additional cost involved for the COMPANY in procuring such insurance, or loss due to the fact that the CONTRACTOR neglected or refused to provide the insurance or that the insurance is cancelled or terminated or substantially reduced, shall be for the CONTRACTOR's account.

Article 43 Insurance to be placed by the COMPANY

43.1 Generally

Subject to COMPANY's sole discretion, COMPANY, at no cost or expense to the CONTRACTOR, will place or cause to be placed and shall maintain or cause to be maintained Construction All Risk Insurance.

43.2 Construction All Risk Insurance

43.2.1 Construction All Risk Insurance, covering the PLANT under, or in course of construction, including whilst in transit between any SITES, in the amount of replacement value thereof, against all risks of physical loss or damage, including the cost of debris removal. The period of the insurance shall provide cover from the commencement of the WORK at the SITES until the date of the last PROVISIONAL ACCEPTANCE CERTIFICATE and covering further during the WARRANTY PERIOD but for no more than twelve (12) months after the effective date of the last PROVISIONAL ACCEPTANCE CERTIFICATE for:

a) damage caused to the PLANT by any of the CONTRACTOR INDEMNIFIED PARTIES during maintenance visits and,
b) damage to the PLANT resulting from faulty design, workmanship and materials subject to the provisions of Sub-Article 44.3.

43.2.2 COMPANY will use Welcar 2001 Offshore Construction Policy Form or other suitable Policy Form, as amended after negotiation with the provider of the Construction All Risk Insurance. The COMPANY will not provide the CONTRACTOR with a copy of such insurance policy.

43.3 COMPANY's Insurance for CONTRACTOR ITEMS and COMPANY ITEMS

For all CONTRACTOR ITEMS supplied by the CONTRACTOR, the Construction All Risk Insurance mentioned in Sub-Article 43.1 shall become effective as of safe delivery once unloading ex-conveyance at the SITE is completed. For COMPANY ITEMS, such

insurances shall become effective as of safe delivery once unloading ex-conveyance at the designated delivery point is completed. Insurance Survey (if required)

The CONTRACTOR shall cooperate in arranging safe access and other things and/or hosting the insurers/reinsurers/broker surveyors, and/or to comply with such risk improvement recommendations proposed by them. Should any instructions and/or recommendations be made following the insurance survey, such instructions and/or recommendations will be presented to COMPANY. If COMPANY agrees with such instructions and/or recommendations which are not under CONTRACTOR's original scope and/or responsibility, then COMPANY will further instruct CONTRACTOR accordingly under Article 22.

43.4 Warranty Clause of the COMPANY Insurance Coverage (if required)

The Construction All Risk Insurance mentioned in Sub-Article 43.2 may contain a warranty clause to which the CONTRACTOR shall strictly comply, providing for specific Warranty Surveyors and specific warranty requirements. The COMPANY shall inform the CONTRACTOR in due time accordingly.

The CONTRACTOR shall liaise and coordinate with any such Warranty Surveyors and shall keep the COMPANY informed of any difficulties that may arise in relation to the warranty requirements of the Warranty Surveyors.

Article 44 Special Provisions with respect to Policies to be Placed by the COMPANY

44.1 CONTRACTOR INDEMNIFIED PARTIES as Additional Assureds

Subject to the provisions of Sub-Article 44.3, the COMPANY shall cause the CONTRACTOR INDEMNIFIED PARTIES to be included as additional assured and covered to the extent provided hereunder by the Construction All Risk Insurance mentioned in Sub-Article 43.1 and shall cause the insurers thereof to waive any and all rights of subrogation against such parties and their insurers.

44.2 Deductibles and Losses to be borne by the CONTRACTOR

The abovementioned insurance is subject to deductibles which shall be borne by the CONTRACTOR when any of the CONTRACTOR INDEMNIFIED PARTIES is liable as per Sub-Article 37.1 for any one accident or occurrence up to two million five hundred thousand US Dollars (USD 2,500,000) any one accident or occurrence.

In addition, the CONTRACTOR shall bear the full loss or cost of making good damage when the CONTRACTOR INDEMNIFIED PARTIES is liable as per Sub-Article 37.1 in case of losses not recoverable from the insurance provided by the COMPANY as per Sub-Article 43.2 due to the standard exclusions, conditions, limits, and sub-limits or in case of non-compliance with the warranty clause referred to in Sub-Article 43.4.

44.3 Restrictions of the COMPANY's Insurance

The insurance mentioned in Sub-Article 43.2 shall not provide coverage to the benefit of the CONTRACTOR INDEMNIFIED PARTIES for cost of repairing or replacing the defective part of the PLANT to the extent of their obligations under Article 20 in case of faulty conception, design, workmanship, or material attributable to the CONTRACTOR INDEMNIFIED PARTIES.

44.4 COMPANY's Insurance not a Limitation of the CONTRACTOR's Liabilities

The placing by the COMPANY of the insurance mentioned in Sub-Article 43.2 shall not be construed as a limitation of the CONTRACTOR's liabilities, except as otherwise agreed in the CONTRACT.

44.5 CONTRACTOR's Third Party Liability on the SITE

44.5.1 In addition, the policy provided for in Sub-Article 43.1 shall incorporate comprehensive general third party liability insurance which may be invoked to the benefit of CONTRACTOR INDEMNIFIED PARTIES until the effective date of the last PROVISIONAL ACCEPTANCE CERTIFICATE, but solely on the SITE and excluding collision liability and only after CONTRACTOR's own policies have been called upon to the full extent of the indemnity they shall provide for as stipulated in Article 41, which policies shall always be underlying insurance to policies placed by the COMPANY, subject however to the stipulations of Sub-Article 38.1.

44.5.2 In case the CONTRACTOR fails to carry out comprehensive general third party liability Insurance as per the terms and conditions mentioned under Sub-Article 41.3, 41.4, 41.5 and 41.6, the CONTRACTOR shall have the benefit of the comprehensive general third party liability coverage of the policy mentioned in Sub-Article 43.1 only in excess of the minimum amounts of insurance required under Sub-Article 41.3, 41.4, 41.5 and 41.6 subject however to the stipulations of Sub-Article 38.1.

44.6 Insurance Claims

44.6.1 CONTRACTOR shall promptly and accurately report to the COMPANY all events, damages or losses occurring during the performance of the WORK which are likely to give rise to an insurance claim under the insurance mentioned in Sub-Article 43.1.

44.6.2 CONTRACTOR shall process insurance claims as per the Insurance Claims Procedure enclosed in Exhibit G and shall extend its full cooperation to the COMPANY to prepare and submit COMPANY's insurance claims.

44.6.3 Notwithstanding the foregoing, the COMPANY may elect at its sole discretion to let the CONTRACTOR submit and substantiate its claims directly against insurers and be paid by them.

44.7 Compensation for Repair Work

44.7.1 Repair and/or replacement of any damage or loss performed by the CONTRACTOR pursuant to Sub-Article 37 ("Repair Work") and except for insurance claims paid directly by insurers as per Sub-Article 44.6, the CONTRACTOR shall be compensated for valid insurance claim(s) made under the COMPANY's Article 43 Construction All Risk Insurance Policy by means of a CHANGE ORDER.

44.7.2 Any such CHANGE ORDER shall be evaluated in accordance with the terms and requirements of Sub-Article 22, Exhibit B and the other terms and requirements of the CONTRACT. Any such CHANGE ORDER shall be subject to the deductibles and provisions of Sub-Article 44.2 except as is provided in Sub-Article 37.1.1 c) and 37.1.2 c).

44.7.3 In respect of any such CHANGE ORDER the CONTRACTOR will only be paid by the COMPANY after the COMPANY has been paid by its insurers, including payment on account (if any) granted by COMPANY's insurers at the CONTRACTOR's request.

44.7.4 Any and all delays in obtaining response and/or decisions from the insurers concerning validity of any and all insurance CLAIM in full or in part, under the Article 43 Construction All Risk Insurance policy, and/or payment under the said policy shall not be reason for the CONTRACTOR to delay the performance of the related repair and/or replacement of the applicable loss and/or damage.

44.7.5 Sub-Article 44.7 shall not apply when the CONTRACTOR shall submit and/or substantiate its claims directly against the insurers and be paid by them.

44.7.6 Subject to the foregoing, payment of the CONTRACTOR's invoices in connection with any CHANGE ORDER for satisfactorily completed Repair Work shall be made in accordance with Sub-Article 32 including the additional period stated therein for review and checking of such invoices and substantiation by the COMPANY.

44.7.7 However, if the CONTRACTOR is liable for such damage or loss as per Sub-Article 37.1, any such CHANGE ORDER evaluation shall be subject to a five percent (5%) reduction. The COMPANY shall compensate the CONTRACTOR only when the insurance claim has been paid by the COMPANY's insurers, including any payment on account granted by COMPANY's insurers at the CONTRACTOR's request. This provision shall not apply when the COMPANY has elected to let the CONTRACTOR submit and substantiate its claims directly against the insurers and be paid by them.

44.8 Waiver of Insurer's Rights of Subrogation

Without prejudice to the provisions of Sub-Article 44.1 with respect to the Construction All Risk Insurance as described under Sub-Article 43.2, any insurance policies maintained by the COMPANY shall contain provisions that insurers shall waive their rights of subrogation against the CONTRACTOR INDEMNIFIED PARTIES and their respective insurers to the extent of the indemnities given by the COMPANY to the CONTRACTOR INDEMNIFIED PARTIES within Article 37 to 44.

Article 45 INTELLECTUAL PROPERTY RIGHTS and Patent Infringement

45.1 INTELLECTUAL PROPERTY RIGHTS

45.1.1 INTELLECTUAL PROPERTY RIGHTS Prior to EFFECTIVE DATE

Subject to the provisions of Sub-Article 45.1.4, the COMPANY and the CONTRACTOR shall retain any right, title or interest in their respective INTELLECTUAL PROPERTY RIGHTS developed, acquired or obtained prior to the EFFECTIVE DATE with respect to the WORK, the PLANT and/or the CONTRACT.

45.1.2 CONTRACTOR Owned INTELLECTUAL PROPERTY RIGHTS

Any right, title or interest in INTELLECTUAL PROPERTY RIGHTS developed, acquired or obtained after the EFFECTIVE DATE in connection with the WORK, the PLANT and/or the CONTRACT shall belong to the CONTRACTOR only if it is derived wholly or mainly from technical concepts or technical information

provided by the CONTRACTOR and which have not been specifically produced, prepared, developed and/or furnished for the WORK and/or the PLANT.

45.1.3 COMPANY Owned INTELLECTUAL PROPERTY RIGHTS

Any right, title or interest in INTELLECTUAL PROPERTY RIGHTS developed, acquired or obtained in connection with the WORK, the PLANT and/or the CONTRACT shall belong to the COMPANY or any person designated by the COMPANY at its sole discretion:

a) if it is based wholly or mainly on technical concepts or technical information provided by the COMPANY, or
b) if it has been developed, acquired, or obtained after the EFFECTIVE DATE and is based wholly or mainly upon technical concepts or technical information of both the COMPANY and the CONTRACTOR, which are produced, prepared, developed and/or furnished pertaining to the WORK and/or the PLANT in relation to or as a RESULT OF THE WORK.

CONTRACTOR shall notify the COMPANY as soon as such right, title or interest is made or obtained. The COMPANY shall at its own discretion file applications for patents relating to any and all inventions arising out of or in connection with the WORK and/or the PLANT and shall bear alone all expenses related to the filing, defense and maintenance of any patent under this Sub-Article 45.1.3

45.1.4 COMPANY RIGHTS with respect to CONTRACTOR Owned INTELLECTUAL PROPERTY RIGHTS

For the purpose of the WORK and the operation and maintenance of the PLANT, together with the right to export, sell and use in any country the products of the PLANT, the CONTRACTOR shall grant, or have granted, to the COMPANY, the CO-VENTURERS, its/their AFFILIATES, successors and assignees, an irrevocable world-wide royalty free and non-exclusive license to use, or have used, any INTELLECTUAL PROPERTY RIGHTS in the CONTRACTOR's possession upon the EFFECTIVE DATE as well as any CONTRACTOR owned INTELLECTUAL PROPERTY RIGHTS developed, acquired or obtained under the provision of Sub-Article 45.1.2.

The CONTRACTOR shall obtain the same undertaking from the other members of the CONTRACTOR GROUP.

45.2 Patent Infringement

45.2.1 Patent Infringement

For the purpose of these provisions, the COMPANY shall include its AFFILIATES, successors and assignees.

45.2.2 Patent Infringement Indemnification

CONTRACTOR shall indemnify, defend and hold harmless the COMPANY against any CLAIMS which may be brought against the COMPANY at any time from any source of infringement of any patents allegedly relating to:

a) the use, design, composition, mode of fabrication, or other particulars of any one or more of the elements of the PLANT, or any combination thereof,

or any part thereof, furnished by the CONTRACTOR and or SUBCONTRACTOR, and/or

b) the use of any raw materials, composition of matter, fabrication procedure, heat treatment or other things entering into the construction of the PLANT, or any part thereof furnished or used by the CONTRACTOR and or SUBCONTRACTOR, and/or

c) the use of any construction methods, tools, machines, or the construction devices used by the CONTRACTOR and or SUBCONTRACTOR in the performance of the WORK, and/or

d) the export, sale and use in any country of the products of the PLANT.

45.2.3 Obligation of the CONTRACTOR to Defend the COMPANY

Unless otherwise instructed by the COMPANY, the CONTRACTOR shall defend the COMPANY against such CLAIMS on COMPANY's behalf.

In the event that such defense is conducted by the CONTRACTOR, the COMPANY shall have the right to be represented by a counsel of its own choice and shall co-operate fully in the defense of any such CLAIMS and shall provide all evidence in its control.

Whether such defense is conducted by the COMPANY or the CONTRACTOR, the CONTRACTOR shall pay all costs and expenses including those of experts and/or counsels fees, and the CONTRACTOR shall also hold harmless the COMPANY from all expenses incurred, or damages or other sums awarded or assessed against the COMPANY in any such CLAIMS.

45.2.4 Elimination of Source of Infringement

In connection with any CLAIMS referred to above the CONTRACTOR shall be entitled at its own cost and expense to:

a) acquire immunity from any patent infringement CLAIMS, and/or

b) acquire license under the patents on which such CLAIMS is based, for the design, construction, operation, maintenance or use of the PLANT by the COMPANY, and/or

c) make such alterations as may be required to eliminate the alleged infringement, subject to prior approval of the COMPANY; it being agreed that any refusal made by the COMPANY shall not impair or affect in any way its rights under Article 46 and that any approval shall not imply acceptance by the COMPANY of alterations that could themselves prove to be infringements at any time.

45.2.5 Notice of Potential Infringement Suits

If the CONTRACTOR has, or acquires, knowledge of any patent under which a suit for infringement could reasonably be brought because of the use by the COMPANY of any COMPANY ITEMS and/or processes provided, designed or expressly specified by the COMPANY to be incorporated by the CONTRACTOR in the WORK, and/or the PLANT, the CONTRACTOR shall promptly give notice to the COMPANY of such knowledge.

45.3 Compliance with Article 45

CONTRACTOR shall take all necessary appropriate actions to ensure that its PERSONNEL, AFFILIATES and the other members of the CONTRACTOR GROUP adhere to and comply with the provisions of Article 45.

Article 46 Title on Documents and Other Items

46.1 Property Rights on COMPANY supplied Documents

All COMPANY supplied documents shall remain the property of the COMPANY and shall be returned to the COMPANY by the CONTRACTOR as soon as they are no longer necessary for the performance of the WORK and at the latest, at the time of delivery of the FINAL DOCUMENTATION and in any case prior to issuance of the last PROVISIONAL ACCEPTANCE CERTIFICATE.

46.2 Property Rights on COMPANY ITEMS

COMPANY ITEMS (even if combined with any CONTRACTOR ITEM) shall remain at all times the property of the COMPANY and any not incorporated into the PLANT at SITE shall either be disposed if the COMPANY should require it or delivered back to the COMPANY (with said associated CONTRACTOR ITEMS if applicable) immediately upon request, regardless of if the COMPANY has paid or not for related WORK performed by the CONTRACTOR, it being understood that the COMPANY shall have the obligation to pay sums remaining due to the CONTRACTOR in accordance with the terms and requirements of the CONTRACT.

46.3 Title of CONTRACTOR DOCUMENTS

46.3.1 CONTRACTOR DOCUMENTS which are specific to the normal operations of any member of the CONTRACTOR GROUP and which have not been specially developed in connection with the WORK and/or the PLANT, shall remain the property of the respective applicable members of the CONTRACTOR GROUP.

46.3.2 All CONTRACTOR DOCUMENTS, with the exception of CONTRACTOR DOCUMENTS described in Sub-Article 46.3.1 shall, from commencement of WORK thereon be the property of the COMPANY and shall be delivered to the COMPANY immediately upon request.

46.3.3 CONTRACTOR and applicable members of the CONTRACTOR GROUP may respectively retain record copies of CONTRACTOR DOCUMENTS until the expiry of all of its obligations under the CONTRACT subject to provisions of Sub-Article 45.1 and 45.2 and Article 47, concerning respectively INTELLECTUAL PROPERTY RIGHTS, Patent Infringement Indemnification and Confidentiality.

46.4 Title on CONTRACTOR ITEMS

46.4.1 CONTRACTOR warrants that all CONTRACTOR ITEMS shall at all times be free of any liens and encumbrances and legal charges.

46.4.2 Without prejudice to any related payment obligations by the COMPANY to the CONTRACTOR, all CONTRACTOR ITEMS shall become the property of the COMPANY through the CONTRACTOR as soon as such are ordered by the CONTRACTOR or any SUBCONTRACTOR and become identifiable as being related to the CONTRACT, irrespective of the phase of progress (such as in the

course of design, manufacturing, fabrication, transportation, installation) and notwithstanding any payment consideration (such as non-payment, late payment, disputes on chargeable or invoiced sums or amounts of retention made by the COMPANY under the CONTRACT).

46.4.3 Notwithstanding the provisions of Sub-Article 46.4.2 risks of and pertaining to CONTRACTOR ITEMS shall be in accordance with the provisions of Article 37 and the other terms and requirements of the CONTRACT.

46.4.4 CONTRACTOR, as a condition for receiving payments under the CONTRACT, shall execute all documents and all actions required by the COMPANY to vest property rights in any of the CONTRACTOR ITEMS in the COMPANY.

46.4.5 CONTRACTOR shall identify (by marking or any other relevant means of identification) any and all elements of COMPANY's property as per the foregoing provisions, in order to prevent any dispute with third parties. For such purpose, the CONTRACTOR shall identify same in its own premises or in those of SUBCONTRACTOR and shall store same separately, mark or stamp them with COMPANY's name, the CONTRACT reference and any other identification markings required under the CONTRACT.

46.4.6 Title and ownership of surplus and scrap CONTRACTOR ITEMS shall be as stated in the present Sub-Article 14.5.8 and the other terms and requirements of the CONTRACT.

46.4.7 COMPANY shall have the right to refuse, at its sole option, title to any of the same which may be:

a) not in conformance with the CONTRACT requirements, and/or
b) vitiated for any reason (such as patent infringement), and/or
c) incomplete and which could not be completed by another contractor at a reasonable cost, and/or
d) not required by the COMPANY in the case of termination of the CONTRACT.

46.4.8 For any rejected CONTRACTOR ITEM for reason stated in Sub-Article 46.4.7 a) and c) above, the COMPANY shall have the option of:

a) instructing the CONTRACTOR to replace said items at its own cost, risk and expense, or
b) withdrawing the related items from the scope of WORK, in which case any sums already paid with respect to such rejected items shall be immediately reimbursed by the CONTRACTOR to the COMPANY.

46.5 Title on the RESULT OF THE WORK and the PLANT

The RESULT OF the WORK and the PLANT shall remain at all times the property of the COMPANY subject always to the right of the COMPANY to refuse title in accordance with and subject to the provisions of Sub-Article 46.4.7 and 46.4.8

46.6 Title to Discoveries on the SITE

46.6.1 If CONTRACTOR, SUBCONTRACTOR and/or VENDOR discovers any ARTEFACTS on the SITE, then as between the parties, the ARTEFACTS shall, insofar as is permissible under the APPLICABLE LAWS, become the property of

the COMPANY. The CONTRACTOR shall have no rights, title or interests whatsoever on, or concerning discovery of such ARTEFACTS.

46.6.2 CONTRACTOR shall immediately upon discovery of any ARTEFACTS, inform the COMPANY of such discovery and shall comply with COMPANY instructions arising from and in connection with such discovery. The CONTRACTOR shall be entitled to request a CHANGE ORDER if such instructions lead to additional cost and/or an extension of time if as a direct consequence a COMPLETION DATE is delayed.

46.6.3 CONTRACTOR shall take all necessary precautions to protect, secure, and not move the ARTEFACTS and ensure that CONTRACTOR PERSONNEL and SUBCONTRACTOR PERSONNEL and other persons on the SITE do not remove or damage and do not retain, encumber or reserve title to such ARTEFACTS.

46.7 Other Members of the CONTRACTOR GROUP

The other provisions of Article 46 shall apply mutatis mutandis to any CONTRACTOR DOCUMENTS created, prepared by, shared with and/or issued by other members of the CONTRACTOR GROUP.

Article 47 Confidentiality

47.1 Confidentiality of CONFIDENTIAL INFORMATION

47.1.1 CONTRACTOR shall treat the CONFIDENTIAL INFORMATION as confidential and shall not disclose any CONFIDENTIAL INFORMATION to any person without the prior written consent of the COMPANY.

47.1.2 CONTRACTOR shall only use, reproduce or copy the CONFIDENTIAL INFORMATION solely for the purpose of facilitating the performance of the CONTRACT.

47.1.3 The obligations under Sub-Article 47.1.1 and 47.1.2 do not apply to the CONFIDENTIAL INFORMATION that:

a) is or becomes available to the public domain through no fault of the CONTRACTOR;
b) was in the possession of the CONTRACTOR prior to EFFECTIVE DATE and that was not subject to any obligation of confidentiality; or
c) was received from a third party whose possession of such CONFIDENTIAL INFORMATION is lawful and who is under no obligation of confidentiality.

47.1.4 CONTRACTOR may, without the prior written consent of the COMPANY, disclose CONFIDENTIAL INFORMATION:

a) to a SUBCONTRACTOR, VENDOR and to any CONTRACTOR PERSONNEL that reasonably require it for and/or in connection with the performance of the CONTRACT, provided the CONTRACTOR shall ensure that the recipients of the CONFIDENTIAL INFORMATION take all necessary measures to protect the confidentiality of the CONFIDENTIAL INFORMATION and comply with this article 47; or

b) in order to comply with APPLICABLE LAWS provided that the CONTRACTOR shall promptly inform the COMPANY accordingly.

47.2 Confidentiality of CONTRACTOR Information

All information provided by the CONTRACTOR to the COMPANY that the CONTRACTOR wishes to remain confidential shall be clearly marked as being confidential. The COMPANY is nevertheless entitled to use and disclose such information to third parties to the extent necessary for the execution and maintenance of the COMPANY's operations in connection with which the WORK are to be performed or for the performance of the CONTRACT by the COMPANY and subsequently for the operation and maintenance of the PLANT or if required by APPLICABLE LAWS.

47.3 Waiver and Hold Harmless

The CONTRACTOR agrees that, in the event of the CONTRACTOR GROUP's breach, or threatened breach of, the confidentiality provisions of the CONTRACT, the COMPANY would be irreparably and immediately harmed and that monetary damages recoverable under the CONTRACT would be inadequate. Accordingly, in addition to any other remedy to which the COMPANY may be entitled at law or in equity, and notwithstanding any other provision in the CONTRACT:

a) the COMPANY is entitled to an injunction (without the posting of any bond and without proof of actual damages) to prevent breach, or threatened breach of, or to compel specific performance of, this article 47;
b) the CONTRACTOR shall not oppose the granting of an injunction; and
c) the CONTRACTOR shall reimburse the COMPANY for all costs, including reasonable legal fees, incurred by the COMPANY.

47.4 Confidentiality Obligations

The obligations of the PARTIES under this Article 47 survive the termination and expiration of the CONTRACT.

47.5 Public Announcement

CONTRACTOR shall make no publicity releases or announcements concerning the ASK PROJECT, PROJECT and/or CONFIDENTIAL INFORMATION or make any use of the name, image, logos or trademarks of COMPANY, its AFFILIATES without the prior written agreement of COMPANY

Article 48 Defective Performance: Suspension - Termination - Take-over

48.1 CONTRACTOR Default

48.1.1 Should the CONTRACTOR perform WORK in a manner that is not in conformity with the terms and requirements of the CONTRACT or be in breach of CONTRACT or any term or requirement, including any of:

a) failing to provide sufficient number, properly skilled, qualified experienced and where required, certified PERSONNEL,
b) failing to procure and/or supply in a timely manner sufficient CONTRACTOR ITEMS of the required quality and quantity,

c) failing to provide any CONSTRUCTION EQUIPMENT of the required quality and quantity and/or to perform obligations with regard thereto in a timely manner,
d) failing in any respect to carry out the WORK in an efficient, workmanlike, skillful and careful manner in accordance with the terms and requirements of the CONTRACT,
e) failing to commence the WORK and/or any part thereof in accordance with the WORK TIME SCHEDULE and/or the Detailed Work Time Schedule,
f) failing to make adequate and timely progress of the WORK and/or any part thereof in accordance with the WORK TIME SCHEDULE and/or the Detailed Work Time Schedule, including failure to achieve any required KEY DATE, other than for reasons set out in Sub-Article 15.5 (extension of time),
g) abandons the WORK or any part of the WORK, at any time,
h) hinders or prevents in any way the COMPANY REPRESENTATIVE, and/or any designated delegate in the performance of their duties under the CONTRACT,
i) assigns or SUBCONTRACTS the CONTRACT or any part thereof in contrary to the provisions of Article 10 and 11 respectively,
j) fails to comply with any of the safety, security, health and environmental requirements stipulated in Exhibit L and the other terms and requirements of the CONTRACT,
k) fails to comply with the provisions of Article 47 and 52 (respectively confidentiality, business ethics, human rights, and conflict of interest),
l) breach of any obligations under Sub-Article 23.1 (Compliance with the APPLICABLE LAWS).

The COMPANY shall have the right to notify the CONTRACTOR of any such default and to require the CONTRACTOR to implement such remedial actions as are necessary to remedy the default within such time limit as the COMPANY may direct.

48.1.2 CONTRACTOR shall immediately implement all actions required to remedy the default at its own risk, cost and expense and at no additional cost to the COMPANY. The CONTRACTOR shall also keep the COMPANY fully informed in a timely manner of all related recovery plans, recovery actions and of any other actions proposed and actions implemented and of the resulting effect on the WORK TIME SCHEDULE and or the Detailed Work Time Schedule and of anything else requested by the COMPANY.

48.1.3 If the COMPANY considers any remedial action proposed and/or implemented in response to a Sub-Article 48.1.1 notice to be inadequate or insufficient, the COMPANY shall have the right, without restriction or limitation of its other rights under the CONTRACT including those under Sub-Article 48.2 , to require the CONTRACTOR to implement specific additional recovery actions at the risk, cost and expense of the CONTRACTOR and at no extra cost to the COMPANY. The foregoing right is without restriction and/or limitation and is in addition to the COMPANY rights under article 15.

48.2 Rights of the COMPANY in the case of CONTRACTOR's Continued Default

48.2.1 If the CONTRACTOR fails to remedy a Sub-Article 48.1 default within an applicable time limit specified as per Sub-Article 48.1 above the COMPANY shall have the right at any time and at its sole discretion to do any or all or a combination of the following:

a) continue to require the CONTRACTOR to remedy the default, in full or in part, and/or
b) suspend performance of any part or parts of the WORK in accordance with Sub-Article 48.3, wholly or in part, in accordance with Sub-Article 48.3, pending the remedying of the default, and/or
c) take over any or all parts of the WORK affected by the default to complete such parts of the WORK, at the cost and expense of the CONTRACTOR by whatever method the COMPANY deems expedient, including the use of other contractors and any third parties, and/or
d) call upon the performance bank guarantee in accordance with Sub-Article 33.1 and/or to call upon the parent company guarantee (if any), and/or
e) terminate the CONTRACT in full or in part, subject to and in accordance with Sub-Article 48.4.

48.2.2 CONTRACTOR shall not be entitled to any additional compensation nor any extension of time for any or all matters arising from and/or in connection with the remedying of any default nor for the consequences of any COMPANY instruction issued pursuant to Sub-Article 48.2.1 except as may be expressly stated in the CONTRACT. The Initial CONTRACT PRICE shall be adjusted (reduced) for costs and expenses incurred by the COMPANY pursuant to Sub-Article 48.2.1 c).

48.3 Suspension of Performance of WORK for Default of the CONTRACTOR

48.3.1 If the performance of the WORK or any part thereof, is suspended by a notice issued by the COMPANY pursuant to Sub-Article 48.2.1 b), the CONTRACTOR shall immediately suspend performance of WORK in the manner stipulated in such notice.

48.3.2 Any such suspension shall not relieve the CONTRACTOR from any of its obligations and liabilities under the CONTRACT.

48.3.3 CONTRACTOR shall ensure that the RESULT OF THE WORK and all parts of the PLANT affected by such suspension shall be secure, protected and preserved and any CONSTRUCTION EQUIPMENT and all other things, affected by such suspension is secured, stored, protected and preserved until the default has been rectified or such other date the COMPANY may at its sole discretion agree.

48.3.4 All costs and expenses of the members of the CONTRACTOR GROUP arising from and/or in connection with such suspension of WORK, including but not limited to standby, mobilization and demobilization, security, storage, protection, preservation, and anything else whatsoever arising from and/or in connection with the suspension shall be borne by the CONTRACTOR.

48.4 Termination of the CONTRACT for CONTRACTOR Default

48.4.1 If the CONTRACTOR does not rectify a default within the time limits stipulated by the COMPANY pursuant to COMPANY's rights under Sub-Article 48.1 the

COMPANY may at its sole option and decision terminate the CONTRACT in full or in part by written notice to the CONTRACTOR.

48.4.2 COMPANY shall also have the right to terminate the CONTRACT, by written notice to the CONTRACTOR and without any advance notice if:

a) if the CONTRACTOR does not provide satisfactory performance bank guarantee as per Article 33,

b) if in the opinion of the COMPANY made at its sole discretion, it appears the CONTRACTOR has either committed a new default that is related to or is in connection with a default notified pursuant to Sub-Article 48.1 including; any failure to progress the WORK expeditiously and in a timely manner, and/or unauthorized withdrawal of PERSONNEL of any member of the CONTRACTOR GROUP and/or unauthorized withdrawal of any CONSTRUCTION EQUIPMENT etc.

c) if, in COMPANY's opinion, CONTRACTOR's breach of the CONTRACT or default appears to be incapable of being remedied or being repaired within a reasonable period of time.

48.4.3 COMPANY shall also have the right to terminate the CONTRACT, without prior advance notice to the CONTRACTOR whenever the CONTRACTOR (or any company composing the CONTRACTOR when the CONTRACTOR is an association of companies):

a) becomes bankrupt or insolvent,
b) has a receiving order made against it,
c) has a resolution for its voluntary winding up passed,
d) makes an arrangement or composition with (or assignment in favor of) its creditors,
e) agrees to carry out the CONTRACT under a committee of inspection of its creditors,
f) has a provisional liquidator, receiver, administrator or manager of its business or undertaking appointed,
g) goes into liquidation, or
h) has an execution/restraining order levied on its goods,

subject to implementation and application applicable laws or any similar or procedure under APPLICABLE LAWS.

48.4.4 COMPANY shall also have the right to terminate the CONTRACT without prior advance notice to the CONTRACTOR if the CONTRACTOR is an association of COMPANIES and any of the companies forming such an association of companies is the subject of winding up, liquidation or dissolution (voluntarily or involuntarily) proceedings or commences or suffers any proceedings seeking any such winding up, liquidation or dissolution and/or any member of the association of companies withdraws or commences withdrawing from their partnership.

48.5 Completion of the WORK by the COMPANY

In the event of termination under the provisions of Article 48.4 the CONTRACTOR shall not be entitled to compensation or indemnity, and furthermore, the COMPANY shall have the right, at its sole discretion, to complete (or to have completed) any and all outstanding

WORK at CONTRACTOR's risk, cost and expense by whatever method the COMPANY considers expedient, including by other contractors and/or third party and take-over and/or use of any of; the CONSTRUCTION EQUIPMENT and/or the CONTRACTOR's property in accordance with the provisions of Sub-Article 48.9.

Upon receipt of notice of termination of the CONTRACT, the CONTRACTOR shall immediately deliver to the COMPANY the RESULT OF THE WORK and the CONTRACTOR shall immediately assign to the COMPANY any and all SUBCONTRACTS for CONTRACTOR ITEMS, purchase orders for CONTRACTOR ITEMS and CONSTRUCTION EQUIPMENT that the COMPANY shall elect to take-over, notifying the respective parties accordingly.

48.6 Basis for Compensation of the CONTRACTOR for Termination for Default

The following shall apply:

a) The COMPANY shall be entitled to immediately suspend all payments to the CONTRACTOR from the date of notification of termination until the WORK has been fully completed.

b) After completion of the WORK, the COMPANY shall pay the CONTRACTOR as full and final settlement of all payments due under the CONTRACT, the unpaid balance of the CONTRACT PRICE for the WORK properly and correctly completed by the CONTRACTOR in accordance with the terms and requirements of the CONTRACT upon the date of termination, after deduction of;

   i) any and all advance payments for the WORK not completed by the CONTRACTOR,

   ii) the COMPANY's documented additional costs and expenses (including the expenses for completing the WORK, the additional managerial expenses and administrative services and the costs resulting from hiring any third party) due to such termination.

If the result of the foregoing calculation shows a credit due to the COMPANY, the CONTRACTOR shall be liable for and shall promptly pay such amount to the COMPANY.

48.7 Partial Termination

All foregoing provisions shall apply mutatis mutandis when the COMPANY terminates any parts of the WORK from CONTRACTOR's performance due to CONTRACTOR's default or deficiency under Sub-Article 48.4.

48.8 Take-over of Uncompleted Parts of PLANT and/or the RESULT OF THE WORK

48.8.1 If the CONTRACTOR is late in the performance of the WORK and cannot demonstrate, with documented support that it can satisfactorily complete all the outstanding WORK in accordance with the WORK TIME SCHEDULE and the COMPLETION DATE, the COMPANY shall have the right to take-over any uncompleted parts of the PLANT or the RESULT OF THE WORK.

48.8.2 Should the COMPANY exercise such a right and require the CONTRACTOR to complete other parts of the outstanding WORK, it will not be entitled to any Extension of Time and/or additional compensation whatsoever resulting from such use.

In such a case, the relevant provisions of the CONTRACT shall remain applicable provided that the COMPANY gives the CONTRACTOR access to the extent feasible to the area where the remaining WORK has to be performed, subject always to compliance with the COMPANY's regulations in force at that time.

48.9 Take-over of CONTRACTOR's Property for Default or Deficiency

48.9.1 Take-over Rights and Compensation

In the event of termination of the CONTRACT under the provisions of sub-article 48.4, the COMPANY, for the purpose of completing the WORK, shall have the right to take-over direction of and to use all or any part of the CONSTRUCTION EQUIPMENT, , if required, will continue to be operated by CONTRACTOR's PERSONNEL under COMPANY's direction, and properties of any kind whether tangible or intangible (including INTELLECTUAL PROPERTY RIGHTS and premises belonging to the CONTRACTOR) delivered to, provided or utilized by the CONTRACTOR for the performance of the WORK.

The CONTRACTOR shall forthwith create all conditions necessary for the lawful use by the COMPANY of the CONSTRUCTION EQUIPMENT and properties.

Without any duplication with compensation provided for under sub-article 48.6, the COMPANY shall compensate such take-over only if the balance of the CONTRACT PRICE upon the date of termination against the amount of the payments already made to the CONTRACTOR under the CONTRACT, increased by all the additional costs and expenses borne by the COMPANY for completing the WORK, as mentioned in sub-Article 48.6, shows a credit in favour of the CONTRACTOR.

48.9.2 Partial Take-over

All foregoing provisions shall apply mutatis mutandis when the COMPANY takes over any parts of the scope of the WORK from CONTRACTOR's performance due to CONTRACTOR's default or deficiency.

48.10 Final Settlement

48.10.1 If the final amount calculated as above is a balance in favor of the CONTRACTOR it shall be invoiced by the CONTRACTOR and shall be paid by the COMPANY in accordance with Article 32.

48.10.2 If the final amount calculated as above is a balance in favor of the COMPANY the CONTRACTOR shall pay the COMPANY such amount not later than fourteen (14) days after the establishment of the final amount.

48.10.3 Notwithstanding the other provisions of the CONTRACT, a final amount calculated as aforesaid shall be in full and final settlement of all CLAIMS arising from and/or in connection with the CONTRACT howsoever arising and as full and final settlement of all payments due from the COMPANY to the CONTRACTOR and vice versa. The provisions of Article 21 shall apply.

48.11 Other Rights or Remedies

Suspension, exercising rights under performance bank guarantee and/or the parent company guarantee, termination of the CONTRACT or take over by the COMPANY in accordance with the provisions of Article 48 shall be without prejudice to any rights or remedies that

the COMPANY may have under the CONTRACT and/or at law, and without relieving the CONTRACTOR of its obligations whatsoever under the CONTRACT and/or at law.

Article 49 COMPANY's Convenience: Suspension - Take-over - Termination

49.1 Suspension of WORK for Convenience of the COMPANY

49.1.1 Notice of Suspension

Without prejudice to COMPANY's right to suspend the WORK pursuant to Sub-Article 48.3, the COMPANY shall have the right at any time during the performance of the WORK, and at its own convenience, to suspend, from time to time, the performance of all or any parts of the WORK by issuing to the CONTRACTOR a suspension order or notification designating the parts of the WORK affected, the means to be used for storing, preserving and safeguarding the RESULT OF THE WORK, and the PERSONNEL and the CONSTRUCTION EQUIPMENT which shall remain committed to each SITE, WORKSHOP and OTHER WORK LOCATIONS unless otherwise instructed by the COMPANY.

49.1.2 General Provisions concerning Suspension for Convenience

Upon receipt of any such suspension order and unless instructed otherwise by the COMPANY the CONTRACTOR shall automatically:

a) immediately discontinue the performance of the part of the WORK affected by the suspension on the date and to the extent specified in the suspension order, and
b) place no further purchase orders or SUBCONTRACTS with respect to the suspended WORK, and
c) promptly and upon terms acceptable to the COMPANY implement suspension of all affected purchase orders, SUBCONTRACTS and rental agreements to the extent that they relate to the suspended WORK, and
d) continue to perform non-suspended obligations including any safety, security, preservation, protection requirements, and
e) comply with the requirements of the COMPANY with regard to storage of any RESULT OF THE WORK caused by and/or because of such suspension, and
f) implement such actions as are required to minimize to the maximum extent any costs and/or expense arising.

49.1.3 Resuming Suspended WORK

CONTRACTOR shall promptly resume performance of any suspended WORK upon receipt of notice to continue from the COMPANY and to the extent required therein.

49.1.4 Extension of Time for Suspension

Subject to the provisions of Article 15 and provided the CONTRACTOR has not contributed in any way to the COMPANY's reasons for suspension of the WORK, the CONTRACTOR shall be entitled to an extension of time for any delay caused by such suspension to any required COMPLETION DATE (as may have been modified by CHANGE ORDER). Any such extension of time shall be subject to the provisions of and calculated in accordance with Article 15.

49.1.5 Compensation for Suspension

Provided that the CONTRACTOR has not contributed in any way to the COMPANY's reasons for suspending the WORK the CONTRACTOR, as full and final compensation for each suspension pursuant to Sub-Article 49.1.1, shall be reimbursed for justified and satisfactorily documented unavoidable additional expenses directly and reasonably incurred and resulting from such suspension, within the limits of applicable rates set out in Exhibit B.

49.1.6 Not Applicable

49.2 Take-over or Use for Convenience of the COMPANY

At its sole discretion, upon notice to the CONTRACTOR, the COMPANY, shall have the right, at any time, to take-over parts of the PLANT or RESULT OF THE WORK. COMPANY shall exercise all reasonable efforts to minimize any inconvenience to CONTRACTOR during any such take-over.

49.2.1 Take-over of Completed Discrete Parts of the PLANT/Partial Acceptance

In the event of COMPANY take-over of discrete parts (as identified by COMPANY) of the PLANT or the RESULT OF THE WORK, provided the CONTRACTOR has satisfactorily performed all testing activities required by the COMPANY, and has provided the COMPANY with all FINAL DOCUMENTATION, related thereto, such that no work remains outstanding in respect of such parts taken over, such take-over shall constitute provisional acceptance of such parts of the PLANT or WORK as provided for in sub-article 19.2 and start the corresponding WARRANTY PERIOD.

49.2.2 Take-over of Uncompleted Parts of the PLANT

Should the COMPANY take over parts of the RESULT OF THE WORK as contemplated in sub-article 49.2.1, and require CONTRACTOR to complete the other parts of outstanding WORK, and providing that CONTRACTOR can demonstrate, with documented support, that at the time of such take-over, CONTRACTOR's progress in the performance of the WORK was such that, should such take-over not have occurred, he could have satisfactorily completed all the outstanding WORK by the COMPLETION DATE, the CONTRACTOR shall be entitled to an extension of time in accordance with sub-article 15 and a CHANGE ORDER in accordance with article 22 in respect of any additional costs incurred by CONTRACTOR in completing such outstanding WORK.

49.3 Termination of the CONTRACT for Convenience of the COMPANY

Without prejudice to rights of the COMPANY to terminate the CONTRACT for FORCE MAJEURE or due to CONTRACTOR's default, the COMPANY shall have the right to terminate the CONTRACT in whole or in part without cause at any time for its own convenience by serving notice of such termination to the CONTRACTOR.

The CONTRACTOR shall then immediately deliver to the COMPANY upon termination of CONTRACT the RESULT OF THE WORK and any properties.

The CONTRACTOR shall immediately terminate the SUBCONTRACTS and/or Purchase Orders or assign to the COMPANY such SUBCONTRACTS and/or Purchase Orders the COMPANY shall elect to take-over. The CONTRACTOR shall comply with COMPANY

requirements with regard to all other matters pertaining to the WORK and the performance thereof and as may be required or necessary.

In case of termination of the CONTRACT by the COMPANY for convenience:

a) The COMPANY shall pay the CONTRACTOR the unpaid balance of the CONTRACT PRICE corresponding to the percentage of the WORK completed by the CONTRACTOR prior to the date of termination as determined in good faith by the COMPANY based on APPROVED Progress Reports and other means of evaluating the WORK under the CONTRACT, and

b) The COMPANY, after deduction of any and all advance payments, on a pro rata basis, for all uncompleted WORK and adjustments in respect of SUBCONTRACTS and Purchase Orders assigned in accordance with this sub-article 49.3, shall reimburse the CONTRACTOR, upon presentation of satisfactory supporting documents, for all costs directly, reasonably and irrevocably incurred and paid in good faith in respect of the uncompleted parts of the WORK, , it being understood that the CONTRACTOR shall have the obligation to minimize such reimbursable costs, and

c) The COMPANY shall pay the CONTRACTOR all inclusive sums equal to zero point five percent (0.5%) of the difference between the CONTRACT PRICE (including all CHANGE ORDER APPROVED prior to the date of termination but exclusion any OPTIONS not exercised) and the aggregate of the amounts already paid to the CONTRACTOR prior to the date of termination plus those payable as per sub-articles 49.3 (a) and 49.3 (b) of hereof.

Such payments shall constitute the full and final amounts payable by the COMPANY under the CONTRACT, to the exclusion of any other indemnity.

49.4 Termination on Account of Long Suspension Attributable to the COMPANY

Should a suspension referred to in sub-Article 49.1 above, affect or have affected the major part of the WORK and is ordered by the COMPANY for ninety (90) consecutive days or more, the CONTRACTOR shall diligently, and at the latest seven (7) days after receipt of the corresponding notice, advise the COMPANY of his decision to accept such suspension or to terminate the CONTRACT.

If such suspension is ordered for less than ninety (90) consecutive days, and shall have lasted beyond sixty (60) consecutive days with a reasonable prospect of a total duration exceeding ninety (90) consecutive days, the CONTRACTOR shall diligently notify the COMPANY of his decision to accept the likely extension of such duration or to terminate the CONTRACT.

Should the CONTRACTOR notify the COMPANY, as here above stipulated, of his decision to terminate the CONTRACT, the COMPANY shall permit CONTRACTOR to cease all WORK at the time the COMPANY shall judge appropriate within the above mentioned maximum total duration of ninety (90) consecutive days, and the provisions of sub-Article 49.3 shall apply.

Article 50 FORCE MAJEURE

50.1 Suspension of the WORK for FORCE MAJEURE

50.1.1 If any PARTY hereto is prevented, hindered or delayed from performing all or any of its obligations hereunder as a result of FORCE MAJEURE, the PARTY so affected shall promptly notify the other PARTY providing evidence of the occurrence of the said event, particulars of the event (in as much detail as is reasonably available from time to time including any internal or external report on the FORCE MAJEURE event) and shall give prompt notice once the end of the FORCE MAJEURE situation is foreseeable.

50.1.2 Each PARTY shall do everything reasonably possible to minimize the effects of such FORCE MAJEURE and shall maintain all safety, security and protective measures insofar as possible.

50.1.3 The CONTRACTOR shall suspend such WORK as is affected by FORCE MAJEURE and maintain and implement all safety, security, protective and preservation measures insofar as possible.

50.1.4 The PARTY affected by FORCE MAJEURE and who has given such notice shall be relieved from the performance or punctual performance of its/his obligations under the CONTRACT for so long as the consequences of the relevant event of FORCE MAJEURE calculated upon the critical path of the WORK TIME SCHEDULE, as set out in the Detailed Work Time Schedule, continues and to the extent that such PARTY's performance is actually prevented, hindered or delayed. Such obligations under the CONTRACT of either PARTY as are affected by FORCE MAJEURE during any and all periods of suspension of the WORK for FORCE MAJEURE shall be suspended during such periods.

50.1.5 Except as is stipulated in Sub-Article 50.2 and 50.3, each PARTY shall bear separately all its direct and indirect financial consequences of such FORCE MAJEURE situation and no extra payment or compensation shall be due to the CONTRACTOR by the COMPANY due to suspension and/or termination of the WORK for FORCE MAJEURE.

50.1.6 Time extensions for delays on the critical path of the WORK TIME SCHEDULE, as set out in the Detailed Work Time Schedule, solely caused by FORCE MAJEURE shall be determined in accordance with Article 15.

50.2 Not Applicable

50.3 Termination of the CONTRACT for FORCE MAJEURE

50.3.1 Notice and Other Conditions Applicable to Termination

If in the opinion of the COMPANY at its sole discretion, completion of the PLANT is or will be made impossible due to FORCE MAJEURE or if a situation of FORCE MAJEURE has lasted (or in the joint and mutual opinion of the PARTIES is anticipated to last) more than one hundred and twenty (120) consecutive days and which substantially prevents completion of a major part of the WORK currently performed, as evidenced by the PARTY invoking such FORCE MAJEURE event, and the effects of such FORCE MAJEURE are not capable of being minimized or overcome pursuant to Sub-Article 50.1.2, then

either PARTY shall have the right to terminate the CONTRACT by notice to the other PARTY.

50.3.2 Compensation for the event of Termination due to FORCE MAJEURE:

The CONTRACTOR shall be paid, as full and final remuneration and compensation under the CONTRACT the amount calculated in accordance with Article 49.3 a) subject to and in accordance with the other terms and requirements of the CONTRACT. It being understood that the CONTRACTOR shall have the obligation to mitigate all reimbursable costs. The COMPANY shall determine in good faith the proportion of the WORK completed at the time of termination based on APPROVED Progress Reports and other means of evaluating the WORK under the CONTRACT.

Notwithstanding the foregoing, compensation under sub-article 50.3 shall be sole remedy of the CONTRACTOR for the termination in full or in part due to FORCE MAJEURE, no other compensation whatsoever shall be due from the COMPANY to the CONTRACTOR moreover the COMPANY does not indemnify nor shall the COMPANY reimburse the CONTRACTOR for delays, stand-by, nor for any and all direct, indirect, and/or consequential costs and expenses, nor for CONSEQUENTIAL LOSS, demobilization of the SITES, WORK Locations, CONSTRUCTION EQUIPMENT and PERSONNEL including termination nor for loss of profits, loss of overheads and loss of opportunity howsoever arising.

The CONTRACTOR shall immediately deliver to the COMPANY upon termination of the CONTRACT the RESULT OF THE WORK and any properties.

The CONTRACTOR shall immediately terminate the SUBCONTRACTS and/or Purchase Orders or assign to the COMPANY such SUBCONTRACTS and/or Purchase Orders the COMPANY shall elect to take-over. The CONTRACTOR shall comply with COMPANY requirements with regard to all other matters pertaining to the WORK and the performance thereof and as may be required or necessary.

Should FORCE MAJEURE affect only a part of the WORK, the COMPANY shall be entitled to take over such part from the CONTRACT, and the provisions stipulated here above shall apply mutatis mutandis to such part, and otherwise the CONTRACT shall remain in force for those parts of the WORK unaffected by such FORCE MAJEURE.

Article 51 Law Governing the CONTRACT

CONTRACT shall be governed by and construed in accordance with the laws of Thailand.

Article 52 Business Ethics, Human Rights and Conflict of Interest

52.1 Business Ethics

52.1.1 The PARTIES shall uphold the highest standards of business ethics in the performance of this CONTRACT. Honesty, fairness and integrity shall be paramount principles in the dealings between the PARTIES.

52.1.2 Neither PARTY shall knowingly involve itself in any business in connection with, or use information arising from, this CONTRACT, in any manner which conflicts with the interests of the other PARTY.

52.1.3 Each PARTY, with regard to the WORK or other matters which are the subject of this CONTRACT:

a) warrants that it and the member of the COMPANY INDEMNIFIED PARTIES or the CONTRACTOR INDEMNIFIED PARTIES (as applicable), has not made, offered or authorized; and
b) agrees that it and the member of the COMPANY INDEMNIFIED PARTIES or the CONTRACTOR INDEMNIFIED PARTIES (as applicable), shall not make, offer or authorize,
c) any payment, gift, promise or other advantage, whether directly or through any other person or entity, to, or for the use or benefit of, any person holding a legislative, administrative or judicial office, or any person employed by or acting on behalf of a public agency, public enterprise, public international organization or political party, or any political party official or candidate for office, or any other individual or entity, where such payment, gift, promise or advantage would violate the above warranty or agreement or APPLICABLE LAWS.

52.2 Human Rights

In the performance of the CONTRACT, the PARTIES shall comply with:

a) United Nations Global Compact including the ten principles in the areas of human rights, labor, environment and anti-corruption;
b) Universal Declaration of Human Rights; and
c) International Labor Organization's Declaration on Fundamental Principles and Rights at Work including the four fundamental principles and rights at work.

52.3 Conflict of Interest

CONTRACTOR shall comply and shall ensure the other members of the CONTRACTOR GROUP shall fully comply with this Article 52. The CONTRACTOR shall promptly inform the COMPANY and provide full particulars upon becoming aware of each non-compliance by any member of the CONTRACTOR GROUP with this Article 52 and of any related investigations or any legal proceedings.

52.4 Audit and Investigation

CONTRACTOR shall allow, facilitate and permit and shall ensure that each other member of the CONTRACTOR GROUP shall allow, facilitate and permit the COMPANY (or a person appointed by the COMPANY), at any time during the performance of the CONTRACT, to audit and/or investigate any related information, documentation, and electronic data in order to verify compliance by each member of the CONTRACTOR GROUP with this Article 52.

52.5 CONTRACTOR to Notify the COMPANY

CONTRACTOR shall promptly notify the COMPANY upon learning of any investigation or any legal proceeding initiated against any member of the CONTRACTOR INDEMNIFIED PARTIES by any authorities resulting from the breach of this Article 52.

Article 53 Liens

53.1 Liens on Property of the COMPANY

53.1.1 CONTRACTOR undertakes not to create or do anything (including by act or omission) which could result in the creation of any lien on COMPANY's property, and the CONTRACTOR hereby declares that it has not created any such lien or done anything as hereinabove before entering the CONTRACT.

53.1.2 CONTRACTOR expressly and unconditionally waives any right to retain or withhold delivery of the RESULT OF THE WORK and the PLANT in the event of any dispute between the PARTIES, including but not limited to any right of retention, mechanic's lien, plea of simultaneous performance, or any other similar right arising under APPLICABLE LAWS.

53.2 Waiver and Hold Harmless

53.2.1 CONTRACTOR shall save, defend, indemnify and hold harmless the COMPANY from and against any and all CLAIMS arising out of, related to or in connection with the discharge of any lien claimed against COMPANY's property under Article 46 if created or caused (by any act, omission or negligence) by the CONTRACTOR or by any SUBCONTRACTOR or by their respective PERSONNEL.

53.2.2 If at any time the COMPANY receives notice or information of the recording of any such lien, or any evidence of any such lien or claim, which, if valid, could constitute a legal charge upon COMPANY's property, it shall forthwith notify the CONTRACTOR who shall promptly refund the COMPANY for all costs incurred, and in the event of the CONTRACTOR not so refunding, the COMPANY shall have the right to call upon the performance bank guarantee and/or the, parent company guarantee, if any, and/or to deduct from any sums due or becoming due to the CONTRACTOR, such amounts that are necessary to discharge any such lien or CLAIM and connected expenses, unless the CONTRACTOR satisfactorily evidences forthwith that such lien is not valid.

53.3 Liens on the CONSTRUCTION EQUIPMENT

CONTRACTOR undertakes not to create or do any act, deed or thing which would result in the creation of any lien on the CONSTRUCTION EQUIPMENT preventing (or that could in any way prevent) the CONTRACTOR from performing the WORK diligently and in accordance with the CONTRACT and/or which could hamper the proper exercise by the COMPANY of its rights under take-over provisions for CONTRACTOR's default or pursuant to the HANDOVER provisions of Sub-Article 19.1.

53.4 Other Members of the CONTRACTOR GROUP

CONTRACTOR shall ensure the provisions of Sub-Article 53.1 shall apply to other members of the CONTRACTOR GROUP and shall be included in any SUBCONTRACT.

Article 54 Settlement of Disputes

54.1 General Requirements

The PARTIES shall exclusively and finally resolve any dispute (including any controversy, CLAIM or difference) between them using direct negotiations, mediation and arbitration as set out in this Article.

54.2 Direct Negotiations

If a dispute arises, a PARTY shall initiate the resolution process by giving notice setting out in writing and in detail the issues in dispute and the value of the CLAIMS to the other PARTY. A meeting between the PARTIES, attended by individuals with decision-making authority, must take place within sixty (60) days from the date the notice was sent in an attempt to resolve the dispute through direct negotiations.

54.3 Mediation

If the dispute cannot be settled by direct negotiations, within thirty (30) days of the final direct negotiation meeting, either PARTY may initiate mediation by giving notice to the other PARTY. The place of mediation shall be Thailand. The Mediator shall be appointed through mutual agreement of both PARTIES.

54.4 Arbitration

If not resolved by direct negotiation or mediation, all disputes arising out of or in connection with the present CONTRACT shall be finally settled under the latest version of the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary applicable at the time of submission of the dispute to arbitration. There shall be three arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The place of Arbitration shall be Bangkok, Thailand and the arbitration proceedings shall be conducted in the English Language. The arbitral award shall be final and binding upon the PARTIES and may be entered into the competent court of Thailand for enforcement.

54.5 Enforcement

The PARTIES waive irrevocably their right to any form of appeal, review or recourse to any court or other judicial authority, to the extent that such waiver may be validly made. The fact that the dispute resolution proceedings have been initiated shall not modify or suspend in any way the obligations of the PARTIES. The fact that dispute resolution proceedings have been initiated or are contemplated shall not modify or suspend in any way the obligations of the PARTIES under the CONTRACT.

Article 55 Notices and Other Communications

55.1 Form of Notice

All notices or communications of any kind to be given under this CONTRACT shall be:

a) made in writing in the English language; and

b) shall be sent to the other PARTY by submission via the COMPANY's Electronic Data Management System.

If a notice or communication as aforesaid is received after 16:30 pm in the place of receipt on a day that is a Saturday, Sunday or public holiday in the place of receipt, then the date and time of receipt shall be deemed to be 09:00 am on the next working day in the place of receipt.

55.2 Addresses for Delivery of Notices

a) COMPANY:

Name: **PTTEP INTERNATIONAL LIMITED (YANGON BRANCH)**

Address: No. 2, Sei-Myaung Yeiktha Lane, 8½ Mile,

Mayangone Township Yangon,
Republic of the Union of Myanmar 11061

For the attention of COMPANY REPRESENTATIVE
Name: ……
Position: ……
Email: ……
Telephone: ……

b) CONTRACTOR:

Name: ……

Address: ……
……
……

For the attention of CONTRACTOR REPRESENTATIVE,
Name: ……
Position: ……
Email: ……
Telephone: ……

Article 56 EFFECTIVE DATE

Notwithstanding the date of signature of the CONTRACT, the CONTRACT shall come into force tentatively on 1st February 2026 (hereinafter referred to as "EFFECTIVE DATE") and shall continue in full force and effect until all the obligations hereunder of the PARTIES are completed in accordance with the terms and requirements of the CONTRACT including the expiry of the WARRANTY PERIOD, unless the CONTRACT is earlier terminated pursuant to Article 48, 49 or 50.

Article 57 Provisions Surviving CONTRACT

Termination of the CONTRACT and/or COMPANY's provisional and/or final acceptance of the WORK or any parts thereof shall not release the PARTIES from obligations which expressly or by their nature survive the CONTRACT or extend beyond CONTRACT termination and any acceptance of the WORK.

Article 58 Limitation of Liability

58.1 General Liability

Save except as provided for in sub–Article 58.2, the CONTRACTOR's liability with respect to its performance, mis-performance or other default of its obligations under the CONTRACT shall be in accordance with the provisions of the CONTRACT.

58.2 Limitation of Liability in respect of Liquidated and other Specified Damages

58.2.1 The total aggregate lability of the CONTRACTOR to the COMPANY under the CONTRACT for matters described in Sub-Article 58.2.2, 58.2.3, 58.2.4 and 58.2.5 including negligence (but excluding GROSS NEGLIGENCE) shall not exceed one hundred percent (100%) of the CONTRACT PRICE.

58.2.2 Liquidated damages.

58.2.3 Termination for reasons of the CONTRACTOR's default.

58.2.4 Guarantees and warranties in accordance with Sub-Article 20.3 and 20.4.

58.2.5 Repairing or replacing defective parts of the PLANT in accordance with Sub-Article 37.1 in excess of the maximum aggregate amount of coverage provided by the insurance to be placed by the COMPANY under Sub-Article 43.1 (if any).

58.3 Insurance Proceeds

The limitations of the liability of the CONTRACTOR in Sub-Article 58.2 above shall not include, and shall therefore be in excess of, any and all proceeds recoverable by the CONTRACTOR from the insurances pursuant to Articles 41 and 43 herein.

---------- (end of Articles) ----------

IN WITNESS WHEREOF, the PARTIES have caused their duly authorized representatives to sign these presents, in two (2) originals, the day and year first above written.

For and on behalf of the CONTRACTOR	For and on behalf of the COMPANY
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..
Witnessed by:	Witnessed by:
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..

ANNEXES 1 to 9

ANNEX-1/A

Form of Performance Bank Guarantee

[To be on GUARANTOR's Headed Paper]

Guarantee Reference No: (1) .....

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

1. We the undersigned (2)..... (hereinafter referred to as "GUARANTOR"), established at (3)..... represented by (4)....., have taken notice of contract reference no. MMC24-5002 for EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project and having an EFFECTIVE DATE of (5) ....,…….. or if such CONTRACT has not yet been signed, of the respective undertakings of the CONTRACTOR and the COMPANY under the terms of the Letter of Intent to Award (6)..... dated (7).....……....., (singularly and collectively hereinafter referred to as "CONTRACT").

2. Such CONTRACT is made by and between (**PTTEP International Limited** (hereinafter referred to as "COMPANY"), a company registered under the laws of Thailand, with its registered office at No. 2 Sei-Myaung Yeiktha Lane, 8 1/2 Mile, Mayangon Township, Yangon, the Republic of the Union of Myanmar and (8)..... (hereinafter referred to as "CONTRACTOR"), a company registered under the laws of (9)……..…….. with its registered office at (10).....

3. The GUARANTOR hereby irrevocably guarantees to pay the COMPANY upon first demand any sum or sums in aggregate not exceeding USD (11)..... (United States Dollars (12))....., which amount represents five percent (5%) of the Initial CONTRACT PRICE.

4. This guarantee is given at the request of the CONTRACTOR and is made by the GUARANTOR to the COMPANY in accordance with the CONTRACT. The obligation of the GUARANTOR under this guarantee includes a guarantee of payment and not of collection.

5. Each demand by the COMPANY for payment under this guarantee shall be made in writing to the following address:

   (13)……..
   ……...……..
   ……...…….
   ……...…….

   Email ……..

   Telephone ……..

6. The GUARANTOR shall promptly notify the COMPANY any change in the above address.

7. Each demand by the COMPANY for payment under this guarantee shall indicate a statement that in the opinion of the COMPANY the CONTRACTOR is in default of and/or in breach of

its obligation under the CONTRACT.

8. The GUARANTOR shall make payment hereunder on first demand without challenge, contest, restriction or conditions and notwithstanding any objection by the CONTRACTOR. The GUARANTOR shall not require the COMPANY, to justify the default and/or breach indicated in its demand for payment, nor shall the GUARANTOR have any recourse against the COMPANY, in respect of any payment made hereunder.

9. No alteration in the terms of the CONTRACT made by agreement between the CONTRACTOR and the COMPANY nor any failure by the COMPANY to insist on proper performance of the CONTRACT or to pursue all remedies available against the CONTRACTOR shall in any way release the GUARANTOR from any or all or any part of its liabilities under this guarantee.

10. This guarantee shall remain valid from the effective date of the CONTRACT until (14) the date the performance of the CONTRACT is completed (including the warranty period), (hereinafter referred as "EXPIRY DATE"). All claims hereunder should be received by the GUARANTOR within ninety (90) days after the EXPIRY DATE and unless such claims are received within ninety (90) days after the EXPIRY DATE, all rights of the COMPANY under this guarantee shall be forfeited.

11. This guarantee shall be interpreted in accordance with the laws of Thailand.

12. Capitalized terms used in this guarantee shall have the same meaning as defined in the CONTRACT.

13. The GUARANTOR represents that this guarantee has been established in such form and with such content that it is fully and freely enforceable against the GUARANTOR in the manner provided in all paragraphs above.

14. The benefit of this guarantee may be assigned by the COMPANY

15. If any provision (or part thereof) of, or pursuant to, this guarantee, is or becomes unlawful, void, or unenforceable, the legality, validity, or enforceability of any other part of that provision or any other provision shall not be affected but shall continue in full force and effect.

Date (15).....

For and on Behalf of GUARANTOR

Signature …….

Print Name ……..…….

Position ……..

Attach the seal and signature of GUARANTOR and such formalities as may be required under the law or Articles of Association to render a unilateral promise binding on the GUARANTOR. Each page (other than signature page) to be duly initialed.

To be entered by GUARANTOR
(1) Guarantee reference number
(2) Name of the Bank proposed approved by the COMPANY
(3) GUARANTOR's address
(4) GUARANTOR's authorized representative
(5) Date of execution of the CONTRACT
(6) Reference number of Letter of Intent to Award
(7) Date of Letter of Intent to Award

(8) *Name of the CONTRACTOR*
(9) *Country of registration of the CONTRACTOR*
(10) *Address of the CONTRACTOR*
(11) *Amount of GUARANTEE in numbers*
(12) *Amount of GUARANTEE in words*
(13) *Address for receipt of demands*
(14) *Date GUARANTEE is valid from*
(15) *Date*

ANNEX-1/B

Performance Bank Guarantee Form of Demand

[To be on COMPANY Headed Paper]

(1)……..
……..……..
……..……..

(2) ……..……

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Performance Bank Guarantee No. (3)……

Dear Sirs,

We refer to the above referenced performance bank guarantee given by you to us.

CONTRACTOR is in default of its obligations under the CONTRACT, specifically (4)…….. and we hereby demand that you as GUARANTOR in accordance with the terms and requirements of the said performance bank guarantee, pay us, the COMPANY, the amount of USD (5)……..….. ((6)……. United States Dollars) .

The monies are to be paid into our Account details are as follows:

Bank Name: (7) **.....**

Bank Address: …. **.....**
……...

Account Number: ….....,..

IBAN : ….....**...,..**

Capitalized terms used in this demand letter shall have the same meaning as defined in the above referenced performance bank guarantee and/or in the CONTRACT, as applicable.

For and on Behalf of COMPANY

Signature …….

Print Name ……..……

Position COMPANY REPRESENTATIVE

To be entered by COMPANY at a later date:
(1) Name and address of GUARANTOR.
(2) Date of issuance of the demand letter.
(3) Performance bank guarantee number.
(4) Describe fault of the CONTRACTOR.
(5) Amount of demand in numbers
(6) Amount of demand in words.
(7) Details of COMPANY's bank and account details.

ANNEX-1/C

Form of Parent Company Guarantee

[To be on Company Headed Paper]

PTTEP International Limited (Yangon Branch)
No. 2, Sei-Myaung Yeiktha Lane,
8 ½ Mile, Mayangone Township, Yangon,
The Republic of the Union of Myanmar

(1) ……

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Subject: Parent Company Guarantee

Reference No. (2)……..

Dear Sirs,

1. With reference to CONTRACT No MMC24-5002 having an EFFECTIVE DATE of (3) …… ……... by and between **PTTEP International Limited** (hereinafter referred to as "COMPANY") a company registered under the laws of Thailand, with its registered office at No. 2 Sei-Myaung Yeiktha Lane, 8 1/2 Mile, Mayangon Township, Yangon, the Republic of the Union of Myanmar and (4) …… ……..… (hereinafter referred to as "CONTRACTOR") and in consideration of the same, we, (5) …… …… whose registered address is (6) ....., (hereinafter referred to as "GUARANTOR") do hereby enter into the following unconditional and irrevocable undertakings with the COMPANY.

2. CONTRACTOR shall perform all of its obligations contained in CONTRACT No. [ ] however, if the CONTRACTOR shall in any respect fail to perform any of its obligations contained in the said CONTRACT or commits any breach thereof, we shall ourselves, or through a third party (if agreed upon by the COMPANY) as the case may be, on the simple demand by the COMPANY implement whatever actions and do such things required and/or necessary to fulfill the obligations of the CONTRACTOR under the CONTRACT.

3. We as GUARANTOR shall:

   a) defend, indemnify and hold harmless the COMPANY against any loss, damages, costs and expenses, for which the CONTRACTOR may be liable under the terms of the CONTRACT, howsoever arising from the said failure or breach and

   b) not be discharged or released from our undertakings hereunder by any waiver or forbearance by the COMPANY whether as to payment, time, performance or otherwise.

4. This guarantee shall be unconditional, irrevocable, without benefit of discussion and shall continue until all of the CONTRACTOR's obligations under the CONTRACT have been performed, notwithstanding:

   c) any alterations or additions to or deletions from the CONTRACT and/or

   d) Any modifications in the shareholding relationship between us and the CONTRACTOR and/or

   e) Any assignment in accordance with the CONTRACT.

5. The obligations guaranteed by the GUARANTOR and the liabilities assumed by the GUARANTOR under this guarantee shall under no circumstances be greater than those of the CONTRACTOR under the CONTRACT.

6. The execution, delivery and performance of this guarantee has been and shall remain duly authorized by all necessary corporate action does not and shall not contravene any provision, regulation or law or of the GUARANTOR's constitutional documents or any contractual restriction binding on the GUARANTOR or its assets.

7. This guarantee shall be governed by and be construed in accordance with the laws of the Kingdom of Thailand. Any disputes which cannot be resolved amicably arising in connection with the present Guarantee shall be finally settled by arbitration in accordance with the latest version of the Rules of Arbitration of the International Chamber of Commerce, applicable at the time of submission of the dispute to arbitration. The place of Arbitration shall be Bangkok Thailand and the arbitration proceedings shall be conducted in the English Language. The award of the arbitral tribunal shall be final and binding. Judgement on the award of the tribunal may be entered and enforced by any court of competent jurisdiction.

For and on Behalf of GUARANTOR

Signature …….

Print Name ……..…….

Position ……..

Attach the seal and signature of GUARANTOR and such formalities as may be required under the law or Articles of association to render a unilateral promise binding on the GUARANTOR. Each page (other than signature page) to be duly initialed.

To be entered by GUARANTOR
(1) Date of Guarantee.
(2) Parent Company Guarantee Reference Number.
(3) EFFECTIVE DATE of CONTRACT .
(4) Name of the CONTRACTOR
(5) Name of the CONTRACTOR's parent company
(6) Address of the CONTRACTOR's parent company

ANNEX-1/D

Not applicable

ANNEX-2/A Form of Mutual Indemnity and Waiver of Recourse Agreement

(Version for CONTRACTOR)

[To be on CONTRACTOR Headed Paper]

Whereas (PTTEP International Limited a company registered under the laws of Thailand, having its Myanmar Branch office at No. 2, Sei-Myaung Yeiktha Lane, 8 ½ Mile, Mayangon Township Yangon, in the Republic of the Union of Myanmar (hereinafter referred to as "COMPANY") has entered into CONTRACT No. MMC24-5002 with (1)..... (hereinafter referred to as "CONTRACTOR and/or "Undersigned Party"), a company registered under the laws of (2)……..…. with its registered office at (3).....…....., for the CONTRACTOR to perform the WORK and to satisfactorily complete the PLANT, in accordance with the terms and requirements of the CONTRACT, (referred to as OPERATIONS);

and whereas the COMPANY and the Undersigned Party may have entered into, or shall enter into, contracts or agreements with other contractors for the performance of services in connection with, related to, or in support of the OPERATIONS and certain of said other contractors have signed, or may sign, counterparts of like Mutual Indemnity and Waiver of Recourse Agreements (all the signatories of such Agreements relating to the OPERATIONS being hereafter designated as SIGNATORIES or SIGNATORY);

and whereas the SIGNATORIES wish to modify their relationship under the general law and avoid entirely disputes as to their liabilities for damage or injuries to their respective property or employees;

Now, therefore the Undersigned Party, in consideration of the reciprocal covenants of the other SIGNATORIES agrees with them that:

1. The Undersigned Party shall indemnify, hold harmless, and waive all rights of recourse it may have against other SIGNATORIES for damage or loss of property it owns, or has in its possession by virtue of an arrangement made with an entity which is not a SIGNATORY, and for any indirect or consequential losses resulting from such damage or loss even in case of negligence of such other SIGNATORY.

2. The Undersigned Party shall have no liability whatsoever for damage to or loss of property in its possession by virtue of an arrangement made with another SIGNATORY.

3. The Undersigned Party shall indemnify and hold the other SIGNATORIES harmless from and against any loss or liability (including legal expenses) arising out of any claim or cause of action for loss of or damage to property of its PERSONNEL and injuries to or disease or death of its PERSONNEL, regardless of the cause of or reason for said damage, loss, injuries, disease or death and even if caused by negligence.

4. The Undersigned Party undertakes to obtain from its insurers a waiver of rights of subrogation against all other SIGNATORIES in accordance with the provisions of this Agreement governing the mutual liability of the SIGNATORIES with regard to the OPERATIONS.

5. Notwithstanding paragraphs 1 and 2, in the event any property of the Undersigned Party is lost or damaged in the course of transportation by aircraft and a SIGNATORY is the carrier, the Undersigned Party shall be entitled to compensation from such SIGNATORY, within the applicable national law or international conventions.

6. The Undersigned Party shall ensure that those of its SUBCONTRACTORS who are involved in the OPERATIONS become the SIGNATORIES and shall forthwith furnish the COMPANY with the original counterparts of the Agreements executed by its SUBCONTRACTORS. It shall

furthermore advise the COMPANY of its SUBCONTRACTORS which have refused to become the SIGNATORIES.

7. COMPANY shall upon request provide the Undersigned Party with a copy of every counterpart of this Agreement which is executed by another SIGNATORY.

8. This Agreement shall inure to the benefit of and become binding upon the Undersigned Party as to any other SIGNATORIES upon the later of the date of execution of a counterpart hereof by such other SIGNATORY. Conversely, this Agreement shall be binding upon the Undersigned Party only with respect to contractors and SUBCONTRACTORS who have become the SIGNATORIES prior to the occurrence giving rise to a claim.

9. Any contractor, consultant, or SUBCONTRACTOR, etc., performing services for the COMPANY or another SIGNATORY in connection with the OPERATIONS who has not entered into a formal contract for the performance of such services may nevertheless become a SIGNATORY by signing a counterpart hereof which shall, as to the subject hereof, govern the relationship between such new SIGNATORY and the other SIGNATORIES and also by extension its relations with the COMPANY.

10. This Agreement may be executed in any number of counterparts as necessary but all such counterparts shall together constitute one legal instrument.

11. The performance and the interpretation of this Agreement shall be governed by the Laws of Thailand.

Entered into this (4) ……day of …… ……. 202…

For and on behalf of the Undersigned Party	For and on behalf of the COMPANY
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..
Witnessed by:	Witnessed by:
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..

To be entered prior to CONTRACT signature

(1) Name of the CONTRACTOR
(2) Country of registration of the CONTRACTOR
(3) Address of registered office of the CONTRACTOR
(4) Date

ANNEX-2/B

Form of Mutual Indemnity and Waiver of Recourse Agreement

(Version for SUBCONTRACTOR)

[To be on SUBCONTRACTOR Headed Paper]

Whereas (1) ..... a company organized and existing under the laws of (2)…….....…. having its registered office at (3)…….....…….. (hereinafter referred to as "CONTRACTOR") has entered into CONTRACT No. MMC24-5002 with **PTTEP International Limited**, a company registered under the laws of Thailand, with its registered office at No. 2 Sei-Myaung Yeiktha Lane, 8 1/2 Mile, Mayangon Township, Yangon, the Republic of the Union of Myanmar, (hereinafter referred to as "COMPANY") , for performance of the WORK and satisfactorily completion of the PLANT, for and in connection with Aung Sinkha Development Project Phase 1A (referred to as OPERATIONS);

and Whereas, the CONTRACTOR has subcontracted part of such WORK to (4) .... a company organized and existing under the laws of (5)……. having its registered office at (6)…….. (hereinafter referred to as "Undersigned Party");

and Whereas, COMPANY, the CONTRACTOR and the Undersigned Party may have entered into contracts or agreements with other contractors for the performance of WORK in connection with, related to, or in support of the OPERATIONS and certain of said other contractors have signed, or may sign, counterparts of like mutual indemnity and waiver of recourse agreements (all the signatories of such Agreements relating to the OPERATIONS being hereafter designated as SIGNATORIES or SIGNATORY);

and Whereas, the SIGNATORIES wish to modify their relationship under the general law and avoid entirely disputes as to their liabilities for damage or injuries to their respective property or employees.

Now therefore; the Undersigned Party, in consideration of the reciprocal covenants of the other SIGNATORIES agrees with them that:

1. The Undersigned Party shall indemnify, hold harmless, and waive all rights of recourse it may have against other SIGNATORIES for damage or loss of property it owns, or has in its possession by virtue of an arrangement made with an entity which is not a SIGNATORY, and for any indirect or consequential loss resulting from such damage or loss even in case of negligence of such other SIGNATORY.

2. The Undersigned Party shall have no liability whatsoever for damage to or loss of property in its possession by virtue of an arrangement made with another SIGNATORY.

3. The Undersigned Party shall indemnify and hold the other SIGNATORIES harmless from and against any loss of liability (including legal expenses) arising out of any claims or cause of action for loss of or damage to property of its personnel and injuries to or disease or death of its personnel, regardless of the cause of or reason for said damage, loss, injuries, disease or death and even if caused by negligence.

4. The Undersigned Party undertakes to obtain from its insurers a waiver of rights of subrogation against all other SIGNATORIES in accordance with the provisions of this Agreement governing the mutual liability of the SIGNATORIES with regard to the OPERATIONS.

5. Notwithstanding paragraphs 1 and 2, in the event any property of the Undersigned Party is lost or damaged in the course of transportation by aircraft and a SIGNATORY is the carrier, the

Undersigned Party shall be entitled to compensation from such SIGNATORY, within the limits and within the conditions of such SIGNATORY's insurance in accordance with applicable national law or international conventions.

6. The Undersigned Party shall ensure that those of its SUBCONTRACTORS who are involved in the OPERATIONS become SIGNATORIES and shall forthwith furnish the COMPANY with the original counterparts of this Agreement executed by its SUBCONTRACTORS. It shall furthermore advise the COMPANY of its SUBCONTRACTORS which have refused to become SIGNATORIES.

7. COMPANY shall upon request provide the Undersigned Party a copy of every counterpart of this Agreement which is executed by another SIGNATORY.

8. This Agreement shall inure to the benefit of and become binding upon the Undersigned Party as to any other SIGNATORIES upon the later of the date of execution by the Undersigned Party and the date of execution of a counterpart hereof by such other SIGNATORY. Conversely, this Agreement shall be binding upon the Undersigned Party only with respect to contractors and SUBCONTRACTORS who have become SIGNATORIES prior to the occurrence giving rise to a claim.

9. Any contractor, consultant or SUBCONTRACTOR, etc., performing services for the COMPANY or another SIGNATORY in connection with the OPERATIONS who has not entered into a formal contract for the performance of such services may nevertheless become a SIGNATORY by signing a counterpart hereof which shall, as to the subject hereof, govern the relationship between such new SIGNATORY and the other SIGNATORIES and also by extension its relations with the COMPANY.

10. This Agreement may be executed in any number of counterparts as necessary but all such counterparts shall together constitute one legal instrument.

11. The performance and the interpretation of this Agreement shall be governed by the Laws of Thailand.

Entered into this (7)……..…

For and on behalf of the Undersigned Party	For and on behalf of the COMPANY
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..
Witnessed by:	Witnessed by:
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..

To be entered for each SUBCONTRACTOR in accordance with Article 11 and the other terms and requirements of the CONTRACT.

(1) Name of the CONTRACTOR

(2) Country of registration of the CONTRACTOR
(3) Address of registered office of the CONTRACTOR
(4) Name of the SUBCONTRACTOR
(5) Country of registration of the SUBCONTRACTOR
(6) Address of registered office of the SUBCONTRACTOR
(7) Date

ANNEX-3

Liability and Insurance Agreement for SUBCONTRACTOR

[To be on SUBCONTRACTOR's Headed Paper]

(1) …….....……..
……..……..
……..……..

(2) ……

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Subcontract Ref: No. (3)……..….

Subcontract Title: (4)……..….

Subject: Liability and Insurance Agreement for SUBCONTRACTOR

Whereas (5) ……...…….....…. (hereinafter referred to as "COMPANY"), has contracted with (6) ..... (hereinafter referred to as "CONTRACTOR"), to perform work for and/or in connection with CONTRACT No. MMC24-5002 (hereinafter referred to as "WORK"), and

Whereas (6)....., has subcontracted or intends to subcontract part of WORK to us (7) ..... the Undersigned Party established at (8) ..... and represented by (9) .....

We, the Undersigned, have taken notice of all obligations placed on SUBCONTRACTOR under the terms of CONTRACT No. MMC24-5002 between COMPANY and (6) ..... especially Article 36 to 44 of such CONTRACT and acknowledge by these presents that we shall be bound by and undertake to comply with all such obligations.

For and on behalf of the Undersigned Party	For and on behalf of the CONTRACTOR
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..

To be entered for each SUBCONTRACTOR in accordance with Article 11 and the other terms and requirements of the CONTRACT.

(1) Name and address of the COMPANY.
(2) Date.
(3) Subcontract reference number.
(4) Subcontract Title
(5) Name of COMPANY entity.
(6) Name of the CONTRACTOR
(7) Name of SUBCONTRACTOR
(8) Registered office of the SUBCONTRACTOR
(9) Authorized representative of the SUBCONTRACTOR

ANNEX-4

Not Applicable

ANNEX-5/A

Design Endorsement Certificate

[To be on CONTRACTOR's Headed Paper]

PTTEP International Limited
No. 2, Sei-Myaung Yeiktha Lane,
8 ½ Mile, Mayangon Township Yangon,
the Republic of the Union of Myanmar

(1)……

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Subject: **Design Endorsement Certificate**

Dear Sir,

We hereby represent and warrant;

1. We have carefully reviewed and examined all of the documents comprising the DESIGN DOSSIER including those included by reference and we are fully satisfied with the adequacy, sufficiency, degree of detail, correctness and completeness of the DESIGN DOSSIER.

2. The DESIGN DOSSIER is an adequate, sufficient and a suitable basis for the performance of WORK subject to and in accordance with the terms and requirements of the CONTRACT.

3. We hereby endorse and accept without amendment, reservation or any exception vis-à-vis COMPANY and the other members of COMPANY GROUP, full legal, technical and commercial responsibility for the DESIGN DOSSIER and all of the documents contained in and/or referenced therein, whether included or not, as if we had prepared them ourselves.

4. Accordingly, we hereby waive all rights of recourse against COMPANY with regard to use of the DESIGN DOSSIER by us and other members of the CONTRACTOR GROUP, and hereby confirm that we shall not make any CLAIM either now or in the future concerning, arising from and/or in connection with any; inadequacy, insufficiency, lack of detail, error or incompleteness of the DESIGN DOSSIER nor for any CONFLICT that may exist in or between any of the documents comprising the DESIGN DOSSIER.

5. The foregoing waiver is without restriction of our rights under Sub-Article 13.5 of the AGREEMENT.

6. The capitalized words herein shall have the same meaning as ascribed to them in CONTRACT.

Yours sincerely

For and on behalf of (2) ……..…….
Name: (3) ……..…….
Position: (4) ……..…….

Attachment-1 Proof of authority and other formality to make the above unilateral promise binding

(1) Date.
(2) TENDERER's full name.
(3) Name of signatory
(4) Position

ANNEX-5/B Certificate Of Endorsement of Interface Activity

(by EPC-02 CONTRACTOR)

From: CONTRACTOR'S NAME

CONTRACTOR's address

PTTEP International Limited (Yangon Branch),

No. 2, Sei-Myaung Yeiktha Lane,

8 ½ Mile, Mayangon Township, Yangon,

The Republic of the Union of Myanmar.

Date: .....

Reference: .....

Contract No. MMC24-5002 EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

We, the CONTRACTOR hereby declare and confirm as follows:

1 Capitalized words herein shall have the same meaning ascribed to them in the above CONTRACT.

2 We have carefully read reviewed and examined the insert the Exhibit A, Annex-10 Interfaces, Battery limits and Work packages.

3 We are satisfied with the adequacy, sufficiency, cohesion, nature, type, quality, quantity, degree of detail and completeness of Exhibit A, Annex-10 Interfaces, Battery limits and Work packages insofar it, in full and or in part relates to the WORK and the performance thereof.

4 We hereby confirm that the contents of Exhibit A, Annex-10 Interfaces, Battery limits and Work packages in so far as it relates to the WORK and or the performance thereof are fit for the purposes intended as per the terms of CONTRACT notwithstanding any error, omission, deficiency, inaccuracy, contradiction, ambiguity, discrepancy or mis-description of whatsoever nature that may exist.

5 We hereby endorse and accept without amendment, reservation or exception vis-à-vis COMPANY, full technical and commercial responsibility associated with the contents of Exhibit A, Annex-10 Interfaces, Battery limits and Work packages insofar as it relates to and or is used in the WORK and the performance thereof, as if we had prepared Exhibit A, Annex-10 Interfaces, Battery limits and Work packages ourselves.

6 We also hereby confirm that Exhibit A, Annex-10 Interfaces, Battery limits and Work packages is adequate and suitable as a basis for the timely, correct and proper performance of the WORK.

7 Accordingly, and pursuant to sub-article 14.12 of the AGREEMENT, we hereby waive all rights of recourse against COMPANY and/or the OTHER EPC CONTRACTOR and shall not make any

CLAIM whatsoever against COMPANY and/or the OTHER EPC CONTRACTOR with respect to the adequacy sufficiency, cohesion, nature, type, quality, quantity, degree of detail and completeness of Exhibit A, Annex-10 Interfaces, Battery limits and Work packages nor shall we make any CLAIM against the COMPANY and/or the OTHER EPC CONTRACTOR for any error, omission, deficiency, inaccuracy, contradiction, ambiguity, discrepancy or mis-description of whatsoever nature contained in Exhibit A, Annex-10 Interfaces, Battery limits and Work packages, nor shall we CLAIM for the use of Exhibit A, ANnex-10 Interfaces, Battery limits and Work packages in the performance of the WORK.

8 The above waiver of rights by us and undertaking not to CLAIM (clause 7 above) shall also apply to SUBCONTRACTORS and VENDOR of the CONTRACTOR.

For and on behalf of CONTRACTOR

Signature: ……..

Name: ……

Title: ……..

ANNEX-6/A

Form of MECHANICAL COMPLETION CERTIFICATE

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Effective Date of this Certificate: ….…….……

1. Pursuant to Sub-Article 19.1 of the AGREEMENT it is hereby certified that:

   [insert description of the PLANT or part that is MECHANICALLY COMPLETE]

   has achieved MECHANICAL COMPLETION with the exception of any open punch list items and minor outstanding WORK that are listed in Attachments 1 and 2 hereto.

2. The issuance of this MECHANICAL COMPLETION CERTIFICATE shall not relieve the CONTRACTOR from its obligations under the CONTRACT, APPLICABLE LAWS and otherwise.

3. This MECHANICAL COMPLETION CERTIFICATE is issued without prejudice to rights of the COMPANY under the CONTRACT and at law and shall not constitute a waiver of any of the COMPANY's rights including if applicable the right to apply liquidated damages. The COMPANY hereby reserves the right to exercise any and all such rights and remedies.

4. CONTRACTOR hereby represents and warrants that it shall rectify and complete any and all open punch list items and minor outstanding WORK Items that are listed in Attachments 1 and 2 hereto, subject to any conditions stated therein, in accordance with the terms and requirements of the CONTRACT and any COMPANY directions and/or instructions.

5. The following are attached to this certificate

   Attachment-1 List, descriptions and details of open punch list items
   Attachment-2 List, descriptions and details of minor outstanding WORK

For and on behalf of the CONTRACTOR	For and on behalf of the COMPANY
Signature ……...…	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title ……....……..	Job Title ……..

ANNEX-6/B

Form of READY FOR COMMISSIONING CERTIFICATE

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Effective Date of this Certificate: ….…….……

6. Pursuant to Sub-Article 19.1 of the AGREEMENT it is hereby certified that the following is ready for commissioning with the exception of any open punch list items and minor outstanding WORK that are listed in Attachments 1 and 2 hereto.

   [*insert description functional systems that awe ready for commissioning]*

7. The issuance of this READY FOR COMMISSIONING CERTIFICATE shall not relieve the CONTRACTOR from its obligations under the CONTRACT, APPLICABLE LAWS and otherwise.

8. This READY FOR COMMISSIONING CERTIFICATE is issued without prejudice to rights of the COMPANY under the CONTRACT and at law and shall not constitute a waiver of any of the COMPANY's rights including if applicable the right to apply liquidated damages. The COMPANY hereby reserves the right to exercise any and all such rights and remedies.

9. CONTRACTOR hereby represents and warrants that it shall rectify and complete any and all open punch list items and minor outstanding WORK Items that are listed in Attachments 1 and 2 hereto, subject to any conditions stated therein, in accordance with the terms and requirements of the CONTRACT and any COMPANY directions and/or instructions.

10. Capitalized terms used in this certificate shall have the same meaning as defined in the CONTRACT.

11. The following are attached to this certificate

    Attachment-1 List, descriptions and details of open punch list items
    Attachment-2 List, descriptions and details of minor outstanding WORK

For and on behalf of the CONTRACTOR	For and on behalf of the COMPANY
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..

ANNEX-6/C

Form of READY FOR START UP CERTIFICATE

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Effective Date of this Certificate: ….…….……

1. Pursuant to Sub-Article 19.1 of the AGREEMENT it is hereby certified that all of the "Ready for Start-Up Conditions", as stipulated in Section 12.11, 12.12, 12.13, 12.14 and 12.15 of Exhibit A for the following PLANT or a part thereof, have been met and remain satisfied and that the PLANT or a part thereof is ready for start up, with the exception of any open punch list items and minor outstanding WORK that are listed in Attachments 1 and 2 hereto.

   [*insert description of the PLANT or a part thereof is ready for start up]*

2. The issuance of this READY FOR START UP CERTIFICATE shall not relieve the CONTRACTOR from its obligations under the CONTRACT, APPLICABLE LAWS and otherwise.
3. This READY FOR START UP CERTIFICATE is issued without prejudice to rights of the COMPANY under the CONTRACT and at law and shall not constitute a waiver of any of the COMPANY's rights including if applicable the right to apply liquidated damages. The COMPANY hereby reserves the right to exercise any and all such rights and remedies.
4. CONTRACTOR hereby represents and warrants that it shall rectify and complete any and all open punch list items and minor outstanding WORK Items that are listed in Attachments 1 and 2 hereto, subject to any conditions stated therein, in accordance with the terms and requirements of the CONTRACT and any COMPANY directions and or instructions.
5. Capitalized terms used in this certificate shall have the same meaning as defined in the CONTRACT.
6. The following are attached to this certificate

   Attachment-1 List, descriptions and details of open punch list items
   Attachment-2 List, descriptions and details of minor outstanding WORK

For and on behalf of the CONTRACTOR	For and on behalf of the COMPANY
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..

ANNEX-6/D

Form of PERFORMANCE TESTING CERTIFICATE

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Effective Date and time of this Certificate: ….…….……

1. It is hereby certified that the CONTRACTOR has completed PERFORMANCE TESTING of the PLANT on the effective time and date stated above.
2. The results and records of PERFORMANCE TESTING performed are attached to this PERFORMANCE TEST CERTIFICATE.
3. Issuance of this PERFORMANCE TEST CERTIFICATE shall not relieve the CONTRACTOR from its obligations, responsibilities and liabilities under the CONTRACT or APPLICABLE LAWS and otherwise.
4. This PERFORMANCE TEST CERTIFICATE is issued without prejudice to the obligations of respectively the CONTRACTOR and the COMPANY under the CONTRACT and/or under APPLICABLE LAWS and it shall not constitute a waiver of any of the rights of the COMPANY including if applicable the right to apply liquidated damages. The COMPANY reserves the right to exercise any and all such rights and remedies.
5. This PERFORMANCE TEST CERTIFICATE shall not be used as evidence or be construed to mean PERFORMANCE TESTING has been satisfactorily completed.
6. Capitalized terms used in this certificate shall have the same meaning as defined in the CONTRACT.

For and on behalf of the CONTRACTOR	For and on behalf of the COMPANY
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..

Attachment-1 Results and records of PERFORMANCE TESTING

ANNEX-6/E

Form of HANDOVER CERTIFICATE

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Effective date and time of this certificate: ….…….……

1. Pursuant to sub-Article 19.1 of the AGREEMENT, the CONTRACTOR hereby represents and warrants that:

   a) the PLANT is in a state of readiness for commencement of the associated START-UP activities, in accordance with the requirements of the CONTRACT; and

   b) with the exception of the open punch list items and outstanding WORK listed in Attachments 1 and 2 hereto, that the conditions necessary for HANDOVER of the PLANT, as described in Exhibit A (Scope of WORK) and the other terms and requirements of the CONTRACT, are achieved; and

   c) it will perform its responsibilities and obligations that survive the issue of this certificate, including PERFORMANCE TESTING, subject to and in accordance with the terms and requirements of the CONTRACT and APPLICABLE LAWS.

   d) it will rectify the open punch list items and complete the minor outstanding WORK Items that are listed in Attachments 1 and 2 hereto, subject to any conditions stated therein, in accordance with the terms and requirements of the CONTRACT and any COMPANY directions and/or instructions with regard thereto.

2. Issuance of this HANDOVER CERTIFICATE shall not relieve the CONTRACTOR from any of its obligations, responsibilities and liabilities under the CONTRACT, APPLICABLE LAWS and otherwise.

3. This HANDOVER CERTIFICATE is issued without prejudice to rights of the COMPANY under the CONTRACT and at law and shall not constitute a waiver of any of the rights of the COMPANY under the CONTRACT or at law, including if applicable the right to apply liquidated damages. The COMPANY hereby reserves the right to exercise any and all such rights and remedies.

4. Capitalized terms used in this certificate shall have the same meaning as defined in the CONTRACT.

5. The following are attached to this certificate

   Attachment-1 List, descriptions and details of open punch list items
   Attachment-2 List, descriptions and details of minor outstanding WORK

6. Having regard to the representations and warranties provided in Sections 1 to 5 above, the PLANT is HANDED OVER to the COMPANY at the effective date and time stated above.

For and on behalf of the CONTRACTOR For and on behalf of the COMPANY

Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..

ANNEX-7

Form of PROVISIONAL ACCEPTANCE CERTIFICATE

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Effective Date and time of this Certificate: ….…….……

1. Pursuant to Sub-Article 19.1 of the AGREEMENT it is hereby certified that, with the exception of any open punch list items and minor outstanding WORK that are listed in Attachments 1 and 2 hereto, the following

   […….insert description of PLANT and/or part thereof…..]

   has achieved the conditions necessary for PROVISIONAL ACCEPTANCE.

1. Issuance of this PROVISIONAL ACCEPTANCE CERTIFICATE shall not relieve the CONTRACTOR from its obligations under the CONTRACT, APPLICABLE LAWS and otherwise.

2. This PROVISIONAL ACCEPTANCE CERTIFICATE is issued without prejudice to rights of the COMPANY under the CONTRACT and at law and shall not constitute a waiver of any of the COMPANY's rights including if applicable the right to apply liquidated damages and/or rights under Article 48 of the AGREEMENT. The COMPANY hereby reserves the right to exercise any and all such rights and remedies available to it under the CONTRACT and otherwise.

3. CONTRACTOR hereby represents and warrants that it shall rectify and complete the open punch list items that are listed in Attachment 1 hereto and minor outstanding WORK items listed in Attachment-2, if any, in accordance with the terms and requirements of the CONTRACT subject to conditions stated in such Attachments and otherwise as required by the COMPANY.

4. Capitalized terms used in this certificate shall have the same meaning as defined in the CONTRACT.

5. The following are attached to this certificate

   Attachment-1 List, descriptions and details of open punch list items
   Attachment-2 List, descriptions and details of minor outstanding WORK

For and on behalf of the CONTRACTOR	For and on behalf of the COMPANY
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..

ANNEX-8

Form of FINAL ACCOUNT CERTIFICATE

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Effective Date and time of this Certificate: ….…….……

1. The Final CONTRACT PRICE for the above CONTRACT is USD .....amount in numbers..... (…….amount in words.....United States Dollars), as per details attached.
2. CONTRACTOR hereby represents and warrants that the the above amount of the Final CONTRACT PRICE is the full and final amount claimed by the CONTRACTOR for all matters arising from and/or in connection with the CONTRACT including performance of WORK.
3. Accordingly, the CONTRACTOR hereby waives all existing and future CLAIMS with respect to any further sums arising from and/or in connection with the CONTRACT, performance of the WORK and CONTRACTOR's obligations under said CONTRACT.
4. CONTRACTOR hereby represents and warrants there no liens on COMPANY property, and that no CLAIM from any member of the CONTRACTOR GROUP and where applicable third parties remains unsatisfied or is foreseeable.
5. Accordingly the CONTRACTOR hereby represents and warrants that it shall defend, indemnify and hold harmless the COMPANY and other members of the COMPANY GROUP and any applicable third party from any future liens on property and/or CLAIMS whatsoever and howsoever arising that the CONTRACTOR would have been responsible and/or liable as per the CONTRACT.
6. Issuance of this FINAL ACCOUNT CERTIFICATE shall not release the CONTRACTOR from its warranty obligations and other terms and requirements of the CONTRACT which expressly or by their nature survive the issue of this FINAL ACCOUNT CERTIFICATE..
7. This FINAL ACCOUNT CERTIFICATE is issued without prejudice to any of the COMPANY rights under the CONTRACT and at law and shall not constitute a waiver of any rights and the COMPANY has under the CONTRACT and/or at law.

For and on behalf of the CONTRACTOR	For and on behalf of the COMPANY
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..

ANNEX-9

Form of FINAL ACCEPTANCE CERTIFICATE

Contract No: MMC24-5002

Contract Title: EPC of Onshore Processing Facilities and Associated Onshore Pipelines for Aung Sinkha Development Project

Effective Date and time of this Certificate: ….…….……

1. Whereas:
   a) The PLANT was provisionally accepted pursuant to and in accordance with the PROVISIONAL ACCEPTANCE CERTIFICATES listed in Attachment-1 hereto.
   b) CONTRACTOR has rectified all known defects and deficiencies and the final WARRANTY PERIOD has ended,
   c) FINAL ACCOUNT CERTIFICATE was submitted by the CONTRACTOR and is signed by the PARTIES.
2. COMPANY hereby confirms that the CONTRACTOR has duly completed its obligations under the CONTRACT, except for those obligations that survive the issue of this certificate.
3. Issuance of this FINAL ACCEPTANCE CERTIFICATE shall not relieve the CONTRACTOR from any obligations which expressly or by their nature survive this certificate.
4. This FINAL ACCEPTANCE CERTIFICATE is issued without prejudice to the COMPANY rights under the CONTRACT and at law and shall not be deemed to constitute a waiver of any other rights and remedies that the COMPANY has under the CONTRACT or at law.

For and on behalf of the CONTRACTOR	For and on behalf of the COMPANY
Signature ……	Signature ……
Name (Print) ……..	Name (Print) ……..
Job Title (Print) ……..	Job Title (Print) ……..