GENERAL CONDITIONS OF THE CONTRACT

MATERIAL PURCHASE ORDER

(SUPPLY OF GOODS ONLY)



OHI CO SAOC

Applicable to OHI Co SAOC and all of its Affiliates, Subsidiaries, Joint Ventures and other OHI GROUP entities

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1.0 DEFINITIONS

The following definitions shall apply for the purpose of interpreting the PURCHASE ORDER. Further definitions not contained in this Clause shall apply to the Clause in which they are stated and to subsequent Clauses thereafter.

1.1 "ADDITIONAL CONDITIONS" means any special conditions, project-specific conditions or other terms contained within, attached to, appended to or referenced in the PURCHASE ORDER, which form an integral part of the PURCHASE ORDER.

1.2 "AFFILIATE" means, in relation to any company or other entity, any other company, partnership, joint venture or entity which directly or indirectly controls, is controlled by, or is under common control with that company or entity, and includes any subsidiary, parent or holding company of that company or entity and any other subsidiary of such parent or holding company. For the purposes of this definition "control" means the direct or indirect ownership of more than fifty per cent (50%) of the voting shares or rights, or the power to direct the management or policies of the entity, whether through ownership of shares, by contract or otherwise.

1.3 "APPLICABLE ANTI-BRIBERY LAWS" means all laws, regulations and other legally binding measures relating to bribery, corruption, fraud, money laundering or similar activities of (i) the Sultanate of Oman, including without limitation the Omani Penal Code promulgated by Royal Decree No. 7/2018 and the Law on the Protection of Public Funds and Avoidance of Conflict of Interest promulgated by Royal Decree No. 112/2011; (ii) the United Kingdom, including the Bribery Act 2010; (iii) the United States of America including, to the extent applicable to either PARTY, the Foreign Corrupt Practices Act 1977; and (iv) any other country or countries in which any of the obligations of the PURCHASE ORDER are to be or are performed.

1.4 "APPLICABLE LAW" means all laws, Royal Decrees, ministerial decisions, regulations, by-laws, codes, standards, permits and other requirements of any COMPETENT AUTHORITY which are applicable to either PARTY, to the PURCHASE ORDER or to the GOODS, including the laws of the Sultanate of Oman.

1.5 "CLIENT" means any party with which OHI or any other member of the OHI GROUP has entered into a separate contractual relationship for which the requirements of the PURCHASE ORDER are destined.

1.6 "COMPETENT AUTHORITY" means (i) any ministry, government department, authority, agency, public body or other person having legal, executive, regulatory and/or enforcement powers (including any body responsible for the investigation or prosecution of criminal offences) over either or both of the PARTIES, any of their AFFILIATES, the WORKSITE or the GOODS; and/or (ii) any court, arbitral tribunal or other tribunal of competent jurisdiction.

1.7 "DELIVERY DATE" means the date(s) or period(s) upon or within which the GOODS shall be delivered as specified in the PURCHASE ORDER.

1.8 "DELIVERY POINT" means the place of delivery of the GOODS stated in the PURCHASE ORDER, interpreted where applicable in accordance with the applicable Incoterm.

1.9 "GOODS" means all materials, equipment, machinery, spare parts, consumables, articles, documentation and other things to be supplied by the SUPPLIER in accordance with the PURCHASE ORDER.

1.10 "INSPECTION AND TEST PLAN" means the detailed schedule of quality assurance and quality control activities to be performed by the SUPPLIER to ensure that the GOODS are provided in

accordance with the SPECIFICATION and the TECHNICAL INFORMATION, submitted to OHI to allow its personnel to witness such activities as may be required from time to time.

1.11 "OHI" means OHI Co SAOC, a closed joint stock company established under the laws of the Sultanate of Oman, and, where the PURCHASE ORDER is issued by or on behalf of any other member of the OHI GROUP, shall mean that PURCHASING ENTITY, in each case including its legal representatives, successors and permitted assigns.

1.12 "OHI GROUP" means OHI Co SAOC, the PURCHASING ENTITY and each of their respective AFFILIATES, subsidiaries, parent and holding companies, sister companies, branches, divisions, project offices and representative offices, whether existing at the date of the PURCHASE ORDER or established, incorporated or acquired thereafter; any joint venture, consortium, partnership or unincorporated association in which any of the foregoing participates or holds a direct or indirect interest; and the respective directors, officers, employees (including agency personnel) and agents of all of the foregoing; but shall not include any member of the SUPPLIER GROUP.

1.13 "OHI REPRESENTATIVE" means the person referred to in Clause 4.2.

1.14 "PARTY" means either OHI or the SUPPLIER and "PARTIES" means both of them.

1.15 "PERMANENT WORK" means the permanent works, facilities or property of OHI or the CLIENT into which the GOODS are to be incorporated or for which they are destined.

1.16 "PRICE" means the agreed monetary value(s), rates and prices for the GOODS as detailed in the PURCHASE ORDER. The PRICE is fixed and firm for the duration of the PURCHASE ORDER and is exclusive of VAT (but subject to VAT where applicable) and inclusive of all other taxes, fees, duties and fiscal charges of any nature.

1.17 "PRODUCTION SCHEDULE" means the detailed schedule of events related to the manufacture and delivery of the GOODS which forms part of the PROGRAMME and is submitted to OHI to expedite and check progress in order to ensure that the DELIVERY DATE is achieved.

1.18 "PROGRAMME" means the detailed work plan for carrying out the entire requirements of the PURCHASE ORDER which has been prepared by the SUPPLIER and approved by OHI in accordance with Clause 10.

1.19 "PURCHASE ORDER" or "PO" means the purchase order (including any call-off order, release order, service order, work order or hire order) issued by OHI, and the contract formed upon its acceptance by the SUPPLIER, which incorporates these General Conditions of Contract, any ADDITIONAL CONDITIONS and all other documents referred to in or attached to it.

1.20 "PURCHASING ENTITY" means the member of the OHI GROUP named in the PURCHASE ORDER as the purchaser, buyer or hirer, being OHI Co SAOC or any of its AFFILIATES, subsidiaries, joint ventures or other members of the OHI GROUP.

1.21 "SPECIFICATION" means the technical description of the GOODS as set out in the TECHNICAL INFORMATION and the PURCHASE ORDER.

1.22 "SUB-SUPPLIER" means any person (other than OHI or the employees of the SUPPLIER) in a contractual relationship with the SUPPLIER, at any tier, for the performance of any part of the GOODS, including subcontractors, manufacturers, vendors and hire companies.

1.23 "SUPPLIER" means the person, firm or company named in the PURCHASE ORDER to provide the GOODS and includes its legal representatives, successors and permitted assigns.

1.24 "SUPPLIER GROUP" means the SUPPLIER, its SUB-SUPPLIERS, its and their AFFILIATES, and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of the OHI GROUP.

1.25 "SUPPLIER REPRESENTATIVE" means the person referred to in Clause 4.3.

1.26 "TAX AUTHORITY" means the Tax Authority of the Sultanate of Oman or any other COMPETENT AUTHORITY responsible for the administration, collection or enforcement of any tax.

1.27 "TECHNICAL INFORMATION" means all information provided by or on behalf of OHI pursuant to the PURCHASE ORDER, including the SPECIFICATION, scope of work, data sheets, standards, charts, tables, schedules, drawings and the like.

1.28 "VARIATION" means (a) an instruction to the SUPPLIER in accordance with Clause 13; and (b) an adjustment to the DELIVERY DATE and/or the PRICE to which the SUPPLIER is entitled under the PURCHASE ORDER.

1.29 "VAT" means value added tax, goods and services tax, sales tax or any similar tax chargeable in accordance with the VAT LAW on the supplies made under the PURCHASE ORDER.

1.30 "VAT LAW" means the Value Added Tax Law of the Sultanate of Oman promulgated by Royal Decree No. 121/2020 and its Executive Regulations, as amended from time to time, and any other APPLICABLE LAW relating to VAT.

1.31 "WORKSITE" means the lands, waters and other places on, under, in or through which the GOODS are to be performed, delivered or used, including any OHI or CLIENT site, and any workshops, yards and places where equipment, materials or supplies are being obtained, stored or used for the purposes of the PURCHASE ORDER.

2.0 APPLICATION TO OHI GROUP ENTITIES

2.1 These General Conditions of Contract are the standard terms and conditions of OHI Co SAOC and every other member of the OHI GROUP for the purchase of materials, equipment and other goods (without associated services). They shall apply to, and are hereby incorporated by reference into, every PURCHASE ORDER issued by OHI Co SAOC or by any of its AFFILIATES, subsidiaries, joint ventures, branches or other members of the OHI GROUP, whether in the Sultanate of Oman or elsewhere, and whether or not these General Conditions of Contract are physically attached to the PURCHASE ORDER.

2.2 Where a PURCHASE ORDER is issued by a member of the OHI GROUP other than OHI Co SAOC:

(a) every reference in the PURCHASE ORDER to "OHI" shall be read as a reference to that PURCHASING ENTITY, which shall have all of the rights, powers, benefits and remedies of OHI under the PURCHASE ORDER;

(b) the PURCHASE ORDER shall constitute a separate and independent contract between the SUPPLIER and that PURCHASING ENTITY; and

(c) no other member of the OHI GROUP (including OHI Co SAOC) shall be liable for the obligations of that PURCHASING ENTITY under the PURCHASE ORDER unless it has expressly agreed in writing to be so liable.

2.3 All indemnities, releases, warranties, guarantees, exclusions and limitations of liability, confidentiality undertakings, licences and intellectual property rights given by the SUPPLIER to, or conferred upon, OHI under the PURCHASE ORDER shall extend to and be for the benefit of each member of the OHI GROUP. The PURCHASING ENTITY may enforce such provisions on behalf of any member of the OHI GROUP in accordance with Clause 38.5.

2.4 Any member of the OHI GROUP may, with the agreement of the PURCHASING ENTITY, take delivery of, receive, use or benefit from the GOODS, in which case the SUPPLIER's obligations (including warranty and defects correction obligations) shall be owed to that member as if it were the PURCHASING ENTITY.

2.5 Where the SUPPLIER has entered into a framework, call-off, master or long-term agreement with any member of the OHI GROUP, any PURCHASE ORDER issued under it by any member of the OHI GROUP shall be governed by these General Conditions of Contract, save to the extent that such agreement expressly provides otherwise.

2.6 Any terms and conditions of the SUPPLIER (including those contained in or referred to in any quotation, offer, acknowledgement, delivery note, time sheet, invoice, website or electronic platform) are excluded and shall have no effect, notwithstanding that they may be referred to, stamped or signed by any member of the OHI GROUP upon receipt, unless expressly accepted in writing by an authorized signatory of the PURCHASING ENTITY by specific reference.

2.7 OHI may revise these General Conditions of Contract from time to time. The version in force at the date of issue of a PURCHASE ORDER shall apply to that PURCHASE ORDER.

2.8 Any dispute between the SUPPLIER and any member of the OHI GROUP arising out of or in connection with a PURCHASE ORDER shall be resolved in accordance with Clause 36.

3.0 INTERPRETATION, ACCEPTANCE AND PRECEDENCE

3.1 All instructions, notices, agreements, authorizations, approvals and acknowledgements shall be in writing. All such documentation, together with all correspondence and other documents, shall be in the English language.

Nevertheless, if for any reason OHI considers it necessary to give an instruction to the SUPPLIER orally in the first instance, the SUPPLIER shall comply with such instruction. Any such oral instruction shall be confirmed in writing as soon as is possible under the circumstances, provided that if the SUPPLIER confirms in writing any such oral instruction which is not contradicted in writing by OHI without undue delay, it shall be deemed to be an instruction in writing by OHI.

3.2 Any reference to a statute, Royal Decree, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

3.3 Unless the context otherwise requires, words importing the singular shall include the plural, words importing the masculine gender shall include the feminine and neuter genders, and vice versa. The words "include" and "including" shall be construed without limitation. Headings are for convenience only and shall not affect interpretation.

3.4 The SUPPLIER shall acknowledge receipt and acceptance of the PURCHASE ORDER without reservation within ten (10) days of its date of issue. If the SUPPLIER does not formally acknowledge the PURCHASE ORDER but commences performance of any part of the GOODS, the SUPPLIER shall be deemed to have accepted the PURCHASE ORDER on the terms contained therein.

3.5 In the event of any conflict, ambiguity or inconsistency between the documents forming the PURCHASE ORDER, the following order of precedence shall apply (in descending order):

(a) the requirements of any CLIENT contract expressly referred to in the PURCHASE ORDER, to the extent flowed down to the SUPPLIER in accordance with Clause 39;

(b) the PURCHASE ORDER signature document and the ADDITIONAL CONDITIONS;

(c) these General Conditions of Contract;

(d) the SPECIFICATION, scope of work and TECHNICAL INFORMATION;

(e) the price and rate schedules; and

(f) any other document referred to in the PURCHASE ORDER.

Notwithstanding the above, in the event of any conflict between technical, quality or health, safety, security and environmental requirements, the more stringent requirement shall apply.

3.6 Where so indicated in the PURCHASE ORDER, quantities are estimates only and do not constitute a firm commitment by OHI to procure such quantities.

3.7 **I**n the event the Supplier does not respond with any comments, objections, or inputs within three (3) working days of receipt of these terms and conditions, the same shall be deemed accepted by the Supplier and shall become fully binding and enforceable upon the Supplier without further notice or confirmation.

4.0 REPRESENTATIVES

4.1 GENERAL

(a) The OHI REPRESENTATIVE and the SUPPLIER REPRESENTATIVE are the persons nominated by the PARTIES respectively, as advised by each PARTY to the other, to represent their interests in connection with the PURCHASE ORDER.

(b) Such representatives, or delegates appointed in accordance with this Clause, shall be readily available to enable both PARTIES to discharge their obligations under the PURCHASE ORDER.

(c) The OHI REPRESENTATIVE and any formally delegated alternate shall have access at all reasonable times to the premises of the SUPPLIER and the WORKSITE, and the SUPPLIER shall afford every facility and assistance in obtaining such access.

4.2 OHI REPRESENTATIVE

(a) The OHI REPRESENTATIVE has the authority to commit OHI in all matters relating to the performance of the PURCHASE ORDER and, subject to any delegation of such authority notified to the SUPPLIER in writing, shall be responsible for issuing to and receiving from the SUPPLIER all notices, information, instructions and decisions.

(b) The OHI REPRESENTATIVE may at any time, by notice to the SUPPLIER, delegate any of his authority to a nominated deputy. Such notice shall specify the precise authority of the deputy.

(c) OHI may change the OHI REPRESENTATIVE at any time and shall notify the SUPPLIER of any change.

(d) Except as expressly stated in the PURCHASE ORDER, the OHI REPRESENTATIVE has no power to amend the PURCHASE ORDER or to relieve the SUPPLIER of any of its obligations under it.

4.3 SUPPLIER REPRESENTATIVE

(a) The SUPPLIER REPRESENTATIVE has the authority to commit the SUPPLIER to any course of action within the rights and obligations of the SUPPLIER under the PURCHASE ORDER and shall be responsible for issuing to and receiving from OHI all relevant notices, information, instructions and decisions.

(b) The SUPPLIER REPRESENTATIVE may delegate any of his authority to a nominated deputy, subject to the prior approval of OHI, which shall not be unreasonably withheld or delayed.

(c) The SUPPLIER shall not change the SUPPLIER REPRESENTATIVE or any nominated deputy without the prior approval of OHI, which shall not be unreasonably withheld or delayed.

(d) The SUPPLIER REPRESENTATIVE has no power to amend the PURCHASE ORDER.

5.0 SUPPLIER'S GENERAL OBLIGATIONS

5.1 The SUPPLIER shall provide all management, supervision, personnel, materials, equipment, plant, consumables, facilities and all other things, whether of a temporary or permanent nature, necessary for the provision of the GOODS, so far as the necessity for providing the same is specified in or reasonably to be inferred from the PURCHASE ORDER, except for items specified in the PURCHASE ORDER to be provided by OHI.

5.2 The SUPPLIER shall perform all of its obligations under the PURCHASE ORDER with all due care, skill and diligence, in accordance with good industry practice and APPLICABLE LAW, and with the skill to be expected of a reputable supplier experienced in the provision of GOODS of the type required by the PURCHASE ORDER. For any Purchase Order valued more than OMR 100,000, the Supplier shall provide a Performance Bond in the form and value specified by OHI, or shall furnish an Advance Payment Guarantee upon OHI's request where deemed necessary to protect OHI's interests at its own cost.

5.3 The GOODS and every part of them shall be new (unless otherwise approved in writing by OHI), of satisfactory and merchantable quality, of sound design, materials and workmanship, free from defects, in conformity with the SPECIFICATION, and fit for the purposes specified in or reasonably to be inferred from the PURCHASE ORDER or, where no purpose is specified, fit for their ordinary purpose.

5.4 Except as expressly specified in the PURCHASE ORDER, the SUPPLIER shall not be responsible for the design of any part of the PERMANENT WORK. Where the SUPPLIER is so responsible, the SUPPLIER shall perform such design in accordance with this Clause 5 and shall ensure that the design is fit for its intended purpose.

5.5 Except to the extent that it may be legally or physically impossible or would create a hazard to safety, the SUPPLIER shall comply with OHI's instructions and directions on all matters relating to the GOODS.

5.6 The SUPPLIER shall be responsible for the timely provision of all matters referred to in this Clause 5 and, where provided for elsewhere in the PURCHASE ORDER, for the timely request of any OHI-provided materials and equipment, so that the GOODS are not delayed or impeded.

5.7 The SUPPLIER shall give OHI sufficient notice of its intention to cease the manufacture or supply of the GOODS, or of spares, component parts or replacements for the GOODS, or of any such cessation by its SUB-SUPPLIERS, to enable OHI to purchase such items. Unless otherwise stated in the PURCHASE ORDER, the SUPPLIER shall ensure the availability of spare parts for the GOODS for a period of not less than ten (10) years from the DELIVERY DATE. Further to which the Supplier shall, at all times during the term of the Agreement and for a minimum period of ten (10) years thereafter, maintain and regularly update a comprehensive Business Continuity Plan (BCP) and Product Continuity Plan and share with OHI as and when requested.

5.8 The SUPPLIER shall ensure that the GOODS are properly packed, secured, preserved and labelled in accordance with good industry practice to prevent damage or deterioration during handling, transportation and storage, and shall comply with any further packing, marking or preservation requirements specified in the PURCHASE ORDER.

5.9 DOCUMENTATION

The SUPPLIER shall provide to OHI, by the due date(s), all drawings, data, certificates, manuals and other documentation in the format and quantities specified in the PURCHASE ORDER.

Where drawings or documents are subject to OHI review, the SUPPLIER shall incorporate OHI's comments without any adjustment to the PRICE or the DELIVERY DATE. The SUPPLIER shall be responsible for any delay in approval for reasons attributable to the SUPPLIER and shall not be entitled to any extension of time on that account. Where the presence of the SUPPLIER is necessary to obtain approvals or provide clarifications, the SUPPLIER shall deploy competent personnel at no additional cost to OHI.

Final documentation shall be submitted in the number of copies (hard and electronic) required by the PURCHASE ORDER, failing which the PURCHASE ORDER shall be deemed incomplete and OHI may withhold payment of the final instalment until such documentation is received.

5.10 BILLING INSTRUCTIONS

Any billing instructions (including formats of invoices, packing lists, time sheets and shipping documents) shall be forwarded to the SUPPLIER with the PURCHASE ORDER or with dispatch instructions. Where requested, the SUPPLIER shall submit specimen documents for OHI approval prior to invoicing or dispatch. If the billing instructions are not strictly followed, OHI may withhold the amount payable until correct documents are submitted.

6.0 RESPONSIBILITY FOR OHI-PROVIDED ITEMS

6.1 OHI shall provide the materials and equipment (if any) specified in the PURCHASE ORDER for the SUPPLIER's use in the performance of the PURCHASE ORDER.

6.2 Notwithstanding the provisions of Clause 21, the SUPPLIER shall be responsible for receiving, unloading and handling such items when delivered to the SUPPLIER. The SUPPLIER shall visually inspect all such items, check all supporting documentation and notify OHI of any discrepancy or damage within three (3) working days of receipt. In the absence of such notification, the items shall be deemed to have been delivered complete and undamaged to the extent that any discrepancy or damage could have been discovered by visual inspection. The SUPPLIER shall not be liable for latent defects in such items.

6.3 The SUPPLIER shall carry out all special tests and inspections on OHI-provided items detailed in the SPECIFICATION or TECHNICAL INFORMATION and shall notify OHI of the results.

6.4 The SUPPLIER shall maintain adequate records of all OHI-provided items in a form agreed with OHI and shall provide a monthly inventory showing the items received, used and remaining.

6.5 The SUPPLIER shall provide suitable and safe storage for OHI-provided items and comply with any particular storage requirements in the TECHNICAL INFORMATION. Notwithstanding Clause 21, the SUPPLIER shall make good any loss of or damage to such items occurring while in the possession or control of the SUPPLIER GROUP.

6.6 The SUPPLIER shall notify OHI of all unused or surplus OHI-provided items and shall return them to OHI, or deal with them, as OHI instructs without any additional cost(s) to OHI.

7.0 SUPPLIER TO INFORM ITSELF

7.1 The SUPPLIER shall be deemed to have satisfied itself, before accepting the PURCHASE ORDER, as to the extent and nature of the GOODS, the personnel, materials, equipment, plant, consumables and facilities required, the correctness and sufficiency of the PRICE, the TECHNICAL INFORMATION, general and local conditions (including climatic, ground, sea and weather conditions, access and logistics in the Sultanate of Oman) and all other matters which could affect the performance of the PURCHASE ORDER.

7.2 Any failure by the SUPPLIER to take account of such matters shall not relieve the SUPPLIER of its obligations under the PURCHASE ORDER or entitle it to any adjustment to the PRICE or the DELIVERY DATE.

8.0 DUTY TO INFORM

8.1 The SUPPLIER shall notify OHI without undue delay of anything which in its opinion appears to be a deficiency, omission, contradiction or ambiguity in the PURCHASE ORDER or a conflict with APPLICABLE LAW. OHI shall review such matters and issue any necessary instructions before the SUPPLIER proceeds with the affected part of the GOODS.

8.2 In addition to the requirements of Clause 37, the SUPPLIER shall notify OHI immediately of any accident, incident or near miss occurring in connection with the PURCHASE ORDER.

8.3 The SUPPLIER shall notify OHI immediately of any incident, proposed or actual stoppage of work, industrial dispute, change of ownership or control of the SUPPLIER, or any other matter affecting or likely to affect the performance of the PURCHASE ORDER or the achievement of the DELIVERY DATE.

8.4 OHI shall provide to the SUPPLIER without undue delay all information which the SUPPLIER reasonably requires and requests in order to perform the PURCHASE ORDER.

9.0 ASSIGNMENT AND SUB-SUPPLIERS

9.1 ASSIGNMENT

(a) OHI shall be entitled, without the consent of the SUPPLIER, to assign or novate the PURCHASE ORDER, or any part of it or any benefit or interest in or under it, to any member of the OHI GROUP or to any CLIENT. OHI may make any such assignment or novation to any other third party with the consent of the SUPPLIER, which shall not be unreasonably withheld or delayed.

(b) The SUPPLIER shall, on request, promptly execute any document required to give effect to any assignment or novation under Clause 9.1 (a), which shall be effective upon the written assumption by the assignee of the obligations of OHI under the PURCHASE ORDER.

(c) The SUPPLIER shall not assign, novate, transfer or charge the PURCHASE ORDER or any part of it or any benefit or interest in or under it (including any right to payment) without the prior written approval of OHI.

9.2 SUB-SUPPLIERS

(a) The SUPPLIER shall not subcontract any significant portion of the GOODS to a SUB-SUPPLIER without the prior written approval of OHI. For the purpose of this PO only 1 level of Sub-contracting will be allowed to the Supplier, and the sub-contractor shall be governed by applicable laws & this agreement.

(b) Before entering into any contract with a SUB-SUPPLIER for any significant part of the GOODS, the SUPPLIER shall give OHI the opportunity to review the proposed SUB-SUPPLIER, the part of the GOODS affected and any other relevant details requested by OHI.

(c) No subcontract shall bind or purport to bind OHI or any member of the OHI GROUP. The SUPPLIER shall ensure that each SUB-SUPPLIER is bound by and observes the provisions of the PURCHASE ORDER in so far as they apply to the SUB-SUPPLIER's part of the GOODS. Each subcontract shall provide for the SUPPLIER's unconditional right to assign it to OHI in the event that OHI terminates the PURCHASE ORDER.

(d) The SUPPLIER shall be responsible for all work, acts, omissions and defaults of any SUB-SUPPLIER as fully as if they were the work, acts, omissions or defaults of the SUPPLIER.

10.0 PROGRAMME

10.1 The SUPPLIER shall be responsible for the programming of the GOODS and for independently controlling their progress.

10.2 The SUPPLIER shall produce a detailed work plan which complies with the requirements of the PURCHASE ORDER and provides for performance in accordance with the DELIVERY DATE, including as a minimum an INSPECTION AND TEST PLAN and a PRODUCTION SCHEDULE.

10.3 The SUPPLIER shall submit the detailed work plan, with full supporting details, to OHI for review. When approved by OHI, the work plan shall become the PROGRAMME.

10.4 The SUPPLIER shall use the PROGRAMME as the basis for progress reporting, scheduling, forecasting and controlling the proper performance of the GOODS, and shall provide progress reports at the frequency and in the format required by OHI.

10.5 To take account of VARIATIONS and actual progress, the SUPPLIER shall update its work plan and submit it regularly to OHI for review. Once a revised work plan has been approved by OHI it shall become the PROGRAMME, there being only one PROGRAMME at any time.

10.6 If the rate of progress is at any time, in the opinion of OHI, too slow to ensure performance in accordance with the DELIVERY DATE, OHI shall notify the SUPPLIER, and the SUPPLIER shall inform OHI of its proposals and take such steps as are necessary, at its own cost, to expedite progress.

11.0 TECHNICAL INFORMATION

11.1 OHI shall provide the TECHNICAL INFORMATION to the SUPPLIER and may issue such modified or additional TECHNICAL INFORMATION as may be necessary for the proper performance of the GOODS, and the SUPPLIER shall comply with the same, subject to Clause 13.

11.2 Where the SUPPLIER is required to produce sketches, drawings, plans, calculations, reports or the like, it shall submit them to OHI for review as requested. OHI shall be afforded the time specified in the PURCHASE ORDER (or, if none, a reasonable time) for such review.

11.3 The SUPPLIER shall carry out checks on the TECHNICAL INFORMATION, and OHI shall not be responsible for any additional cost or delay resulting from the SUPPLIER's failure to complete such checks promptly and properly.

11.4 On completion or termination of the PURCHASE ORDER, the SUPPLIER shall, when requested by OHI, return or destroy all copies of the TECHNICAL INFORMATION.

12.0 INSPECTION AND TESTING

12.1 The SUPPLIER shall provide samples of materials before their incorporation into the GOODS where provided for in the PURCHASE ORDER. Samples not specified in the PURCHASE ORDER but requested by OHI shall be at OHI's expense, unless the requirement arises from a default of the SUPPLIER.

12.2 The SUPPLIER shall carry out all tests and inspections detailed in the PURCHASE ORDER or the INSPECTION AND TEST PLAN and shall supply OHI with certified copies of all test records and inspection reports as soon as they become available.

12.3 OHI, the CLIENT and any third-party inspector nominated by OHI shall have the right, but not the obligation, to witness any test or inspection and to inspect, test and examine the GOODS, and all related documentation, at the SUPPLIER's or any SUB-SUPPLIER's premises, at the WORKSITE or elsewhere, at all reasonable times. The SUPPLIER shall give OHI not less than seven (7) days' notice of any test or inspection. If OHI fails to attend at the notified time, the SUPPLIER may proceed in OHI's absence.

12.4 OHI shall have the right to reject any part of the GOODS which does not comply with the PURCHASE ORDER. Upon notice of rejection, the SUPPLIER shall immediately re-perform, repair or replace the non-conforming part at its own cost and carry out such further inspections and tests as OHI may require to confirm that no similar non-conformities exist.

12.5 Where additional inspection, testing, uncovering or reinstatement required by OHI reveals no failure by the SUPPLIER to comply with the PURCHASE ORDER, the reasonable cost shall be borne by OHI, provided that the SUPPLIER has notified OHI of the potential cost before it is incurred.

12.6 Neither the inspection, witnessing, testing or approval of the GOODS by OHI, nor any failure to do so or to discover or reject defects, shall relieve the SUPPLIER of any liability or obligation under the PURCHASE ORDER.

12.7 If the SUPPLIER defaults in carrying out its obligations under this Clause 12, OHI may, having given prior notice, undertake those obligations itself or through a third party and recover all costs reasonably incurred from the SUPPLIER.

13.0 VARIATIONS

13.1 RIGHT TO ISSUE INSTRUCTIONS

(a) OHI has the right to issue instructions to the SUPPLIER at any time to make any revision to the GOODS, including additions, omissions, substitutions, changes in quality, quantity, form, character, kind, position, dimension, sequence or timing, and acceleration.

(b) On receipt of any such instruction the SUPPLIER shall, when required by OHI, proceed immediately as instructed even though the effect upon the PRICE and/or the DELIVERY DATE may not yet have been determined.

13.2 VARIATION BASIS

(a) Before instructing any VARIATION, OHI may require the SUPPLIER to submit, within seven (7) days or such other period as OHI may specify, an estimate of the effect of the proposed VARIATION on the PRICE and the DELIVERY DATE.

(b) The PRICE and/or the DELIVERY DATE shall be subject to adjustment only as a result of a VARIATION issued in writing by OHI.

(c) The SUPPLIER shall not be entitled to a VARIATION for any instruction, decision or act of OHI made or given to ensure that the SUPPLIER complies with its obligations under the PURCHASE ORDER.

(d) A VARIATION shall not affect the rights or obligations of the PARTIES except as expressly provided in that VARIATION, and every VARIATION shall be governed by all the provisions of the PURCHASE ORDER.

13.3 RIGHT TO REQUEST A VARIATION

(a) If the SUPPLIER considers that an occurrence has taken place for which it is entitled to a VARIATION, the SUPPLIER shall, before proceeding with any work affected, and in any event within fourteen (14) days of the occurrence, request in writing that OHI issue a VARIATION, giving details of the occurrence, the relevant dates and the Clause(s) of the PURCHASE ORDER relied upon, together with supporting estimates.

(b) If the SUPPLIER fails to submit a request in accordance with Clause 13.3 (a), the SUPPLIER shall, at the sole discretion of OHI, forfeit any right to a VARIATION and to any adjustment to the PRICE and/or the DELIVERY DATE in respect of such occurrence.

(c) OHI shall, within a reasonable time of receiving a request and supporting estimates, notify the SUPPLIER either:

(i) that the request, or part of it, is accepted in principle, in which case OHI will issue a VARIATION; and/or

(ii) that the request, or part of it, is included in the SUPPLIER's obligations under the PURCHASE ORDER and is rejected; and/or

(iii) that the request, or part of it, is rejected for other stated reasons.

13.4 ADJUSTMENTS

Wherever possible, the effect of a VARIATION on the PRICE and the DELIVERY DATE shall be agreed before the instruction is issued or work commences, using the SUPPLIER's estimate. Failing agreement, OHI shall determine the effect of the VARIATION in accordance with the following principles:

(a) where the work is of a similar nature and carried out under similar conditions to work priced in the PURCHASE ORDER, it shall be valued at the applicable rates and prices in the PURCHASE ORDER;

(b) where there are no applicable rates or prices, a fair valuation shall be made based on reasonable and verifiable costs plus a reasonable margin; and

(c) a fair and reasonable adjustment shall be made to the DELIVERY DATE, taking into account all relevant factors, including any acceleration instructed by OHI.

13.5 DISPUTED VARIATIONS

(a) If the SUPPLIER disagrees with OHI's rejection of a request for a VARIATION or with OHI's determination of the effect of a VARIATION, it shall give written notice of its disagreement within fourteen (14) days of such rejection or determination, and shall keep such contemporary records as may reasonably be necessary to support its claim.

(b) If the SUPPLIER fails to give such notice, it shall, at the sole discretion of OHI, forfeit any right to any further adjustment in respect of such matter.

(c) Pending resolution, OHI shall make such interim adjustments as it considers fair and reasonable, without prejudice to the rights of either PARTY. Any unresolved disagreement shall be treated as a dispute under Clause 36.

14.0 FORCE MAJEURE

14.1 Neither PARTY shall be responsible for any failure to fulfil any term or condition of the PURCHASE ORDER if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as defined below, which has been notified in accordance with this Clause, which is beyond the control and without the fault or negligence of the affected PARTY, and which, by the exercise of reasonable diligence, the affected PARTY is unable to prevent or provide against.

14.2 For the purpose of the PURCHASE ORDER only the following occurrences shall be force majeure:

(a) riot, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection or military or usurped power;

(b) ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste, or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component;

(c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

(d) earthquake, tsunami, cyclone, flood, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity, save for named tropical cyclones declared as such by the Omani Civil Aviation Authority or other COMPETENT AUTHORITY;

(e) epidemics or pandemics declared by the World Health Organisation, and quarantine or movement restrictions imposed by a COMPETENT AUTHORITY in response, to the extent they directly prevent performance;

(f) strikes or industrial disputes at a national or regional level, or strikes or industrial disputes by labour not employed by the affected PARTY, its SUB-SUPPLIERS or its suppliers, which affect a substantial or essential portion of the GOODS; and

(g) maritime or aviation disasters.

14.3 The PARTY affected by a force majeure occurrence shall notify the other PARTY without delay, and in any event within seven (7) days of becoming aware of it, giving full particulars, and shall use all reasonable endeavours to mitigate and remedy the situation without delay.

14.4 If either PARTY is delayed in performing the PURCHASE ORDER by a force majeure occurrence, the DELIVERY DATE (but not the PRICE, unless otherwise expressly provided in the PURCHASE ORDER) shall be adjusted by VARIATION in accordance with Clause 13. No HIRE RATE, standby rate or other charge shall be payable in respect of any period of force majeure unless expressly stated in the PURCHASE ORDER.

14.5 Following notification of a force majeure occurrence, the PARTIES shall meet without delay with a view to agreeing a course of action to minimise its effects. If a force majeure occurrence continues for more than thirty (30) consecutive days, OHI may terminate the PURCHASE ORDER, in whole or in part, by notice to the SUPPLIER in accordance with Clause 29.1 (a).

15.0 SUSPENSION

15.1 OHI shall have the right, by notice to the SUPPLIER, to suspend the GOODS or any part of them, to the extent detailed in the notice, for any of the following reasons:

(a) subject only to Clause 15.3, in the event of default on the part of the SUPPLIER;

(b) where suspension is necessary for the proper execution of the PURCHASE ORDER or for the safety of persons or property; or

(c) to suit the convenience of OHI or the CLIENT.

15.2 Upon receipt of any such notice the SUPPLIER shall, unless instructed otherwise, discontinue the GOODS or the relevant part on the date and to the extent specified, and properly protect and secure the work in progress and any materials and equipment as required by OHI.

15.3 In the event of default on the part of the SUPPLIER and before OHI issues a notice of suspension, OHI shall give notice of default to the SUPPLIER giving details of such default. If the SUPPLIER does not, upon receipt of such notice, commence and thereafter continuously proceed with action satisfactory to OHI to remedy the default, OHI may issue a notice of suspension.

15.4 Unless the suspension arises as a result of default on the part of the SUPPLIER, the PRICE and the DELIVERY DATE shall be adjusted in accordance with Clause 13, limited to the SUPPLIER's reasonable and verifiable direct costs of the suspension. No HIRE RATE shall be payable during any suspension unless expressly stated in the PURCHASE ORDER.

15.5 If the suspension results from default on the part of the SUPPLIER, any additional costs reasonably incurred by OHI as a result shall be recoverable from the SUPPLIER.

15.6 OHI may, by further notice, instruct the SUPPLIER to resume the GOODS to the extent specified.

15.7 If a suspension not arising from default on the part of the SUPPLIER exceeds ninety (90) days (or such other period stated in the PURCHASE ORDER), the SUPPLIER may serve notice on OHI requiring permission to proceed within fourteen (14) days. If OHI does not grant such permission, the SUPPLIER may by further notice elect to treat the suspension as an omission of the affected part under Clause 13 or, where it affects the whole of the PURCHASE ORDER, as a termination for convenience under Clause 29.1 (a).

16.0 PRICE AND TERMS OF PAYMENT

16.1 In consideration of the performance of the GOODS, OHI shall pay the SUPPLIER the amounts detailed in the PURCHASE ORDER within ninety (90) days of receipt of a valid invoice in accordance with this Clause 16, or within such other period as is specified in the PURCHASE ORDER.

16.2 Except where the PURCHASE ORDER expressly provides that OHI shall carry out an obligation at its own cost, all things to be supplied or performed by the SUPPLIER under the PURCHASE ORDER shall be deemed to be included in the PRICE.

16.3 The PRICE is exclusive of VAT (but subject to it where applicable) and includes all other taxes, duties, levies, fees, royalties, approvals, permits, licences, insurances and fiscal charges. The PRICE is fixed and firm and not subject to escalation for any reason, including fluctuations in the cost of raw materials, exchange rates, taxes and duties (other than VAT), wages, labour rates or fuel prices, unless expressly stated in the PURCHASE ORDER.

16.4 Unless otherwise stated in the PURCHASE ORDER, the SUPPLIER may invoice for the GOODS upon delivery to the DELIVERY POINT and acceptance by OHI, together with receipt by OHI of all required documentation.

16.5 Each invoice shall be a valid tax invoice in accordance with the VAT LAW, correctly prepared and adequately supported, showing separately the amounts claimed and the VAT charged, and shall quote the PURCHASE ORDER number, the name of the PURCHASING ENTITY and such other details as may be specified in the PURCHASE ORDER. Each invoice shall be addressed to the PURCHASING ENTITY and submitted to the address specified in the PURCHASE ORDER.

16.6 Payment shall be made in the currency stated in the PURCHASE ORDER to the bank account of the SUPPLIER nominated in writing and verified by OHI. The SUPPLIER shall notify OHI of any change to its bank details in writing on its letterhead, signed by an authorised signatory, and OHI shall not be liable for any payment made to an account notified to it in accordance with this Clause.

16.7 If OHI disputes any invoice in whole or in part, or if an invoice is incorrectly prepared or submitted, OHI shall notify the SUPPLIER of the reasons and may request a credit note for the disputed or incorrect part. OHI shall pay the undisputed part of the invoice in accordance with this Clause. On settlement of the dispute the SUPPLIER shall submit an invoice for any sums then due.

16.8 Neither the presentation, payment or non-payment of any invoice shall constitute a settlement of any dispute or an acceptance of the GOODS, or waive or affect the rights of the PARTIES. OHI may correct or adjust any sum previously paid which was incorrect, not properly payable, or paid in respect of work which does not comply with the PURCHASE ORDER.

16.9 OHI and any other member of the OHI GROUP shall be entitled to deduct from or set off against any amount due or which may become due to the SUPPLIER under the PURCHASE ORDER (or under any other purchase order or contract between the SUPPLIER and any member of the OHI GROUP) any amount which the SUPPLIER owes to OHI or any other member of the OHI GROUP, including costs recoverable under the PURCHASE ORDER. Any amount remaining due to OHI shall be paid by the SUPPLIER within thirty (30) days of receipt of OHI's invoice.

16.10 Wherever a PARTY is entitled under the PURCHASE ORDER to recover costs from the other PARTY, such costs shall be the amount of all claims, losses, damages, charges, disbursements, costs (including amounts paid to third parties), overheads and expenses directly resulting from the matter in question, but excluding any element of profit.

16.11 The SUPPLIER shall not be entitled to payment of any invoice received by OHI more than three (3) months after the final DELIVERY DATE, save where OHI decides at its sole discretion to make such payment. The final invoice shall include a schedule of all amounts which the SUPPLIER considers remain due, limited to items previously notified under Clause 13.

17.0 TAXATION

17.1 The SUPPLIER shall, except as otherwise provided in the PURCHASE ORDER, be responsible for:

(a) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which the SUPPLIER GROUP is liable, now or hereafter imposed by any COMPETENT AUTHORITY in the Sultanate of Oman or elsewhere, including corporate income tax, withholding tax, customs duties, social insurance contributions and taxes on the wages, salaries and benefits of its personnel, arising from or in connection with the PURCHASE ORDER;

(b) compliance with all statutory obligations to make deductions on account of tax and social insurance and to remit the required amounts to the relevant COMPETENT AUTHORITY; and

(c) ensuring that each SUB-SUPPLIER and any other person providing services in connection with the PURCHASE ORDER complies with this Clause.

17.2 The SUPPLIER shall supply to OHI all information in connection with the PURCHASE ORDER that is necessary to enable any member of the OHI GROUP to comply with the lawful requirements of any COMPETENT AUTHORITY.

17.3 The SUPPLIER shall save, indemnify, defend and hold harmless the OHI GROUP against all taxes, levies, charges and contributions (and any interest or penalties thereon) assessed by any COMPETENT AUTHORITY on the SUPPLIER GROUP in connection with the PURCHASE ORDER and all costs reasonably incurred in connection therewith. If any member of the OHI GROUP receives a notice requiring it to pay any such amounts, OHI shall notify the SUPPLIER, who shall co-operate with OHI in any valid appeal. If a member of the OHI GROUP is ultimately required to pay, OHI may recover such sums from the SUPPLIER or deduct them from any monies due to the SUPPLIER.

17.4 WITHHOLDING TAX

The SUPPLIER shall be responsible for assessing, and taking into account in its PRICE, its potential tax liability, including withholding tax, under APPLICABLE LAW. Where withholding tax is applicable to any payment under the PURCHASE ORDER (including withholding tax under the Income Tax Law of the Sultanate of Oman on payments to non-resident persons), the SUPPLIER shall separately identify and invoice the amounts subject to withholding tax, and OHI shall be entitled to deduct the required amount from payments due to the SUPPLIER and remit it to the TAX AUTHORITY. OHI shall provide the SUPPLIER with evidence of such remittance. Any claim by the SUPPLIER that withholding tax does not apply, or applies at a reduced rate under a double taxation treaty, shall be supported by a valid tax residency certificate or other documentation required by the TAX AUTHORITY.

17.5 VALUE ADDED TAX

(a) To the extent that the supplies made under the PURCHASE ORDER are subject to VAT, the SUPPLIER shall add VAT to the PRICE at the prevailing rate in accordance with the VAT LAW. Where applicable, the SUPPLIER shall apply any exemption or zero rate available under the VAT LAW.

(b) OHI shall pay VAT to the SUPPLIER only against a valid tax invoice issued in accordance with the VAT LAW and displaying the SUPPLIER's VAT registration number. Payment of VAT shall not be processed in the absence of a valid tax invoice.

(c) Where the SUPPLIER recharges costs and expenses to OHI as part of the PRICE, such recharges shall be calculated net of any VAT incurred by the SUPPLIER which is recoverable by it as input tax.

(d) If the rate of VAT increases after the DELIVERY DATE and the delay in performance is attributable to the SUPPLIER, OHI shall be liable only for VAT at the rate applicable on the original DELIVERY DATE.

(e) It shall remain the sole responsibility of the SUPPLIER to assess the VAT rate(s) and VAT liability arising out of the PURCHASE ORDER and to account for VAT to the TAX AUTHORITY. OHI shall not be liable for any error or failure by the SUPPLIER in relation to VAT, including the application of an incorrect rate, and the SUPPLIER shall indemnify the OHI GROUP against any VAT, penalties and interest arising from such error or failure.

18.0 OWNERSHIP, TITLE AND RISK

18.1 Subject to Clause 18.2, title to, copyright in and ownership of all things created under or arising out of the PURCHASE ORDER, including drawings, specifications, calculations, reports, data, software and other documents, shall vest in OHI as soon as their preparation, production or creation commences.

18.2 Title to, copyright in and ownership of any items developed by the SUPPLIER outside the PURCHASE ORDER, or which the SUPPLIER provides and which are merely supplemented, enhanced or adapted in the course of the PURCHASE ORDER, shall remain with the SUPPLIER. The SUPPLIER hereby grants to the OHI GROUP and the CLIENT a non-exclusive, irrevocable, royalty-free right to use such items (including software and TECHNICAL INFORMATION provided by the SUPPLIER) for the life of the PERMANENT WORK for the purposes of its construction, operation, maintenance, repair and modification. Such right may be transferred to any successor or CLIENT.

18.3 OHI shall retain title to all OHI-provided items and information, including TECHNICAL INFORMATION, materials and equipment.

18.4 Title to the GOODS shall pass to OHI upon the earlier of delivery to the DELIVERY POINT or payment (in whole or in part) by OHI for the GOODS, without prejudice to OHI's right of rejection. Risk of loss of or damage to the GOODS shall pass to OHI upon delivery to the DELIVERY POINT and/or written acceptance whichever is later in accordance with the applicable Incoterm and acceptance by OHI in accordance with Clause 26.

18.5 The SUPPLIER shall ensure that all items the title to which passes to OHI are free from all liens, charges, encumbrances and retention of title claims of any third party.

18.6 Title to any items provided by the SUPPLIER which are rejected by OHI shall re-vest in the SUPPLIER upon rejection, and risk in such items shall re-vest in the SUPPLIER upon notice of rejection.

18.7 All items owned by any member of the OHI GROUP in the possession of the SUPPLIER GROUP shall be clearly marked as the property of OHI and, as far as possible, segregated from other property, and shall be held by the SUPPLIER GROUP at its risk as bailee for OHI.

19.0 PATENTS AND OTHER PROPRIETARY RIGHTS

19.1 Neither PARTY shall have the right to use, other than for the purposes of the PURCHASE ORDER, any patent, copyright, proprietary right, confidential know-how, trademark or process provided by the other PARTY, and the intellectual property rights in the same shall remain with the PARTY providing them.

19.2 Any intellectual property rights arising from developments by the SUPPLIER GROUP based wholly on data, equipment, processes and the like in its possession before the PURCHASE ORDER, or produced outside the PURCHASE ORDER, or from enhancements of its existing intellectual property, shall vest in the SUPPLIER or the relevant member of the SUPPLIER GROUP. The corresponding rights arising from developments by the OHI GROUP shall vest in OHI or the relevant member of the OHI GROUP.

19.3 The SUPPLIER shall save, indemnify, defend and hold harmless the OHI GROUP and the CLIENT from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind arising out of any actual or alleged infringement of any patent, copyright, design, trademark or other proprietary or protected right arising out of or in connection with the GOODS or the SUPPLIER's performance of the PURCHASE ORDER, except where such infringement

necessarily arises from the TECHNICAL INFORMATION or OHI's instructions. The SUPPLIER shall inform OHI immediately upon becoming aware of any actual or possible infringement.

19.4 OHI shall save, indemnify, defend and hold harmless the SUPPLIER GROUP from all claims, losses, damages, costs (including legal costs), expenses and liabilities arising out of any alleged infringement of any proprietary right which necessarily arises from the SUPPLIER's use, in accordance with the PURCHASE ORDER, of TECHNICAL INFORMATION or of materials or equipment provided by OHI.

20.0 COMPLIANCE WITH LAWS, IN-COUNTRY VALUE AND OMANISATION

20.1 The SUPPLIER shall comply, and shall ensure that the SUPPLIER GROUP complies, with all APPLICABLE LAW, including laws relating to labour, Omanisation, social insurance, immigration, health and safety, environment, customs, import and export controls, sanctions, competition, personal data protection and anti-bribery.

20.2 The SUPPLIER shall obtain and maintain at its own cost all commercial registrations, licences, permits and authorisations required by APPLICABLE LAW for the performance of the PURCHASE ORDER, save to the extent that the same can only legally be obtained by OHI. Regulatory fees for all inspections and approvals shall be deemed to be included in the PRICE unless otherwise specified.

20.3 Any change or addition required to meet the requirements of a COMPETENT AUTHORITY in force at the date of the PURCHASE ORDER shall be carried out by the SUPPLIER and is deemed to be included in the PRICE. Inspection or acceptance by a COMPETENT AUTHORITY shall not relieve the SUPPLIER of any of its responsibilities under the PURCHASE ORDER.

20.4 The SUPPLIER shall comply with the Omanisation percentages applicable to its activities under APPLICABLE LAW and with any In-Country Value (ICV) commitments, local content requirements or reporting obligations set out in the PURCHASE ORDER or flowed down from the CLIENT, and shall provide such information and evidence of compliance as OHI may reasonably request.

20.5 The SUPPLIER shall not supply any GOODS, or any component of them, which originate from, or involve any person subject to, sanctions or trade restrictions imposed under APPLICABLE LAW, and shall notify OHI immediately if it becomes aware of any such matter.

21.0 INDEMNITIES

21.1 The SUPPLIER shall be responsible for and shall save, indemnify, defend and hold harmless the OHI GROUP from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

(a) loss of or damage to property of the SUPPLIER GROUP, whether owned, hired, leased or otherwise provided by the SUPPLIER GROUP (including the GOODS prior to the passing of risk to OHI), arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER;

(b) personal injury including death or disease to any person employed or engaged by the SUPPLIER GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

(c) subject to any other express provisions of the PURCHASE ORDER, personal injury including death or disease, or loss of or damage to the property, of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether

statutory or otherwise) of the SUPPLIER GROUP. For the purposes of this Clause "third party" means any party which is not a member of the OHI GROUP or the SUPPLIER GROUP.

21.2 OHI shall be responsible for and shall save, indemnify, defend and hold harmless the SUPPLIER GROUP from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities in respect of:

(a) loss of or damage to property of the OHI GROUP, whether owned by or leased to the OHI GROUP, arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER, but excluding the GOODS prior to the passing of risk to OHI;

(b) personal injury including death or disease to any person employed by the OHI GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER; and

(c) subject to any other express provisions of the PURCHASE ORDER, personal injury including death or disease, or loss of or damage to the property, of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the OHI GROUP.

21.3 Except as provided in Clauses 21.1 (a) and (b), OHI shall save, indemnify, defend and hold harmless the SUPPLIER GROUP from and against any claim of whatsoever nature arising from pollution or contamination originating from the property or reservoirs of the OHI GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER.

21.4 Except as provided in Clauses 21.2 (a) and (b), the SUPPLIER shall save, indemnify, defend and hold harmless the OHI GROUP from and against any claim of whatsoever nature arising from pollution or contamination occurring on the premises of the SUPPLIER GROUP or originating from the property, equipment, vehicles or materials of the SUPPLIER GROUP (including the GOODS while in the care, custody or control of the SUPPLIER GROUP), arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER.

21.5 All exclusions and indemnities given under this Clause 21 (save for those under Clauses 21.1 (c) and 21.2 (c)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party, and shall apply irrespective of any claim in tort, under contract or otherwise at law.

21.6 If either PARTY becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both PARTIES shall co-operate fully in investigating the incident.

21.7 The indemnities given under the PURCHASE ORDER are full and primary and shall apply irrespective of whether the indemnified party has insurance in place relating to the subject matter of the indemnity.

21.8 The indemnities given under the PURCHASE ORDER shall not extend to criminal sanctions or fines imposed upon the indemnified party, to the extent that it is unlawful to indemnify against them under APPLICABLE LAW.

21.9 Each member of the OHI GROUP shall be entitled to the benefit of the indemnities given by the SUPPLIER under the PURCHASE ORDER, which OHI may enforce on its behalf in accordance with Clause 38.5.

22.0 INSURANCE

22.1 The SUPPLIER shall, at its own cost, arrange and maintain as a minimum the insurances set out in this Clause and those required under APPLICABLE LAW, in full force and effect throughout the life of the PURCHASE ORDER, with reputable insurers licensed to operate in the Sultanate of Oman (or otherwise acceptable to OHI).

22.2 To the extent of the liabilities assumed by the SUPPLIER under the PURCHASE ORDER, all such insurances (other than employer's liability/workmen's compensation) shall name OHI and the other members of the OHI GROUP as additional insureds, and all insurances shall be endorsed to provide that the insurers waive all rights of subrogation against the OHI GROUP. Where possible, the insurances shall provide that OHI shall be given not less than thirty (30) days' notice of cancellation or material change.

22.3 The insurances required under this Clause shall include, to the extent relevant to the GOODS:

(a) employer's liability and/or workmen's compensation insurance covering personal injury to or death of the employees of the SUPPLIER, in accordance with APPLICABLE LAW (including any extension required for offshore work) and for not less than any amount stated in the PURCHASE ORDER;

(b) general third-party liability insurance in an amount of not less than US$2,000,000 (two million United States Dollars) for any one occurrence, or such other amount as is stated in the PURCHASE ORDER;

(c) motor vehicle insurance, including third-party liability, for all vehicles used in connection with the PURCHASE ORDER, as required by APPLICABLE LAW;

(d) cargo/transit insurance for the GOODS for their full replacement value until risk passes to OHI;

(e) The Supplier shall procure and maintain Cyber Liability, Network Security, Privacy Liability, and Data Breach Insurance with a minimum coverage limit equal to one hundred and twenty percent (120%) of the aggregate value of the Goods and/or Services provided under this Agreement, naming OHI, its affiliates, directors, officers, employees, and representatives as additional insureds/interested parties. Such insurance shall be maintained throughout the term of the Agreement and for a minimum period of twelve (12) months thereafter, and failure to maintain such coverage shall constitute a material breach of the Agreement.

(f) such further insurances as are set out in the PURCHASE ORDER or as required by applicable Law.

22.4 The SUPPLIER shall provide OHI with certificates of insurance on demand. The SUPPLIER shall procure that its SUB-SUPPLIERS are insured to appropriate levels relevant to their work.

22.5 The provisions of this Clause shall in no way limit the liability of the SUPPLIER under the PURCHASE ORDER.

23.0 CONSEQUENTIAL LOSS

23.1 For the purposes of this Clause "Consequential Loss" means (i) any indirect or consequential loss; and (ii) whether direct or indirect, any loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit, loss of business or business interruption, in each case whether or not foreseeable at the date of the PURCHASE ORDER.

23.2 Notwithstanding any provision to the contrary elsewhere in the PURCHASE ORDER, the SUPPLIER shall save, indemnify, defend and hold harmless the OHI GROUP from the SUPPLIER GROUP's own Consequential Loss, arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER.

23.3 All exclusions and indemnities given under this Clause shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party, and shall apply irrespective of any claim in tort, under contract or otherwise at law.

24.0 CONFIDENTIALITY AND DATA PROTECTION

24.1 The SUPPLIER shall not, without the prior written agreement of OHI:

(a) make any publicity release or announcement, or use the name or logo of any member of the OHI GROUP or the CLIENT, concerning the PURCHASE ORDER or its subject matter; or

(b) except as necessary to perform its obligations under the PURCHASE ORDER, use, reproduce, copy or disclose to any third party any information (including drawings, data, prices and software) which is provided to the SUPPLIER by or on behalf of any member of the OHI GROUP or the CLIENT, which vests in OHI in accordance with the PURCHASE ORDER, or which the SUPPLIER prepares in connection with the GOODS.

24.2 The obligations in this Clause shall not apply to information which:

(a) is or becomes part of the public domain other than through a breach of the PURCHASE ORDER;

(b) was lawfully in the possession of the SUPPLIER before the PURCHASE ORDER without any obligation of confidentiality;

(c) is lawfully received from a third party who is under no obligation of confidentiality; or

(d) is required to be disclosed by APPLICABLE LAW, a COMPETENT AUTHORITY or the rules of any relevant stock exchange, provided that the SUPPLIER gives OHI prompt notice where lawful to do so.

24.3 The SUPPLIER shall ensure that the provisions of this Clause are incorporated in each subcontract and that the officers, employees and agents of the SUPPLIER GROUP comply with them. The obligations under this Clause shall survive for five (5) years after completion or termination of the PURCHASE ORDER.

24.4 Where the SUPPLIER processes any personal data on behalf of any member of the OHI GROUP, it shall do so only for the purposes of the PURCHASE ORDER, in accordance with OHI's instructions and the Personal Data Protection Law of the Sultanate of Oman promulgated by Royal Decree No. 6/2022 and other APPLICABLE LAW, and shall implement appropriate technical and organisational security measures.

25.0 PACKING, TRANSPORTATION, DELIVERY AND CUSTOMS

25.1 The delivery term shall be as specified in the PURCHASE ORDER and shall be interpreted in accordance with the latest edition of the Incoterms published by the International Chamber of Commerce, which shall be deemed incorporated in the PURCHASE ORDER. In the event of conflict between the Incoterm and these General Conditions of Contract, these General Conditions of Contract shall prevail.

25.2 Unless otherwise stipulated in the PURCHASE ORDER, the GOODS shall be transported by the most economical and direct route to the DELIVERY POINT consistent with meeting the DELIVERY DATE. Delivery shall be made during OHI's normal working hours unless otherwise agreed.

25.3 The SUPPLIER shall properly mark and segregate all GOODS. Each package and loose item shall be marked or tagged with the PURCHASE ORDER number and item number and any special marking specified in the PURCHASE ORDER. Each shipment shall include two (2) legible packing lists describing each item, including serial numbers or other positive identification. All packages, correspondence, documents and invoices shall show the name of the PURCHASING ENTITY, the PURCHASE ORDER number and item numbers.

25.4 The SUPPLIER shall provide with each shipment all necessary documents, including safety data sheets, manuals, drawings, certificates of conformity, mill certificates, certificates of origin and any documents required to clear customs, which shall form an integral part of the GOODS.

25.5 Where the GOODS are imported into the Sultanate of Oman, the SUPPLIER shall provide full documentation certifying the origin, customs status and Harmonised System (HS) code of the GOODS, and shall co-operate with OHI to obtain any available relief or exemption from customs duties (including under GCC Common Customs Law or free trade agreements), passing the full benefit of any such relief to OHI.

25.6 Unless otherwise stated in the Incoterm specified in the PURCHASE ORDER, the SUPPLIER shall be responsible for obtaining all export and import licences and for paying all import and export taxes and duties on the GOODS and on any tools, equipment and supplies imported or exported by the SUPPLIER GROUP.

25.7 Early delivery or partial delivery shall not be made without OHI's prior written consent. OHI may refuse, or return at the SUPPLIER's cost and risk, any GOODS delivered early, in excess of the quantity ordered, or without the required documentation.

26.0 DELIVERY AND ACCEPTANCE OF GOODS

26.1 Acceptance of the GOODS shall occur when a duly authorised representative of OHI accepts the GOODS in writing following delivery, and only where the GOODS are free from defects and damage and comply with the PURCHASE ORDER. If any defect, damage or non-compliance is identified, OHI shall be deemed not to have accepted the GOODS until it has been remedied by the SUPPLIER. Signature of a delivery note shall be evidence of receipt only and not of acceptance.

26.2 Acceptance shall take place within a reasonable time after delivery or first use and shall be without prejudice to the SUPPLIER's liability for any defect, damage or non-compliance not identified at the time of acceptance, and to OHI's rights under Clause 27.

27.0 WARRANTY AND DEFECTS CORRECTION

27.1 The SUPPLIER warrants and guarantees that the GOODS shall be provided in accordance with the PURCHASE ORDER, and shall be free from defects in design (to the extent of the SUPPLIER's responsibility), materials and workmanship.

27.2 If, prior to or within twenty-four (24) months after the acceptance of the GOODS, or such other period as is specified in the PURCHASE ORDER (the "Defects Correction Period"), OHI notifies the SUPPLIER of any defect in the GOODS, the SUPPLIER shall, subject to the operational requirements of OHI, promptly repair, replace or re-perform the defective GOODS at no cost to OHI, including all costs of removal, transportation, reinstallation and re-testing.

27.3 A further Defects Correction Period of twelve (12) months shall apply to any part of the GOODS which is repaired, replaced or re-performed, commencing from the date of completion of such repair, replacement or re-performance, provided that the cumulative Defects Correction Period shall not exceed twenty-four (24) months from the acceptance of the GOODS, or such other period as is stated in the PURCHASE ORDER.

27.4 If OHI decides that correction of a defect by the SUPPLIER would be prejudicial to its interests, or if the SUPPLIER fails to commence correction within seven (7) days of notification (or immediately in an emergency), OHI may itself, or through a third party, correct the defect and recover from the SUPPLIER all costs reasonably incurred.

27.5 The warranties in this Clause shall extend to and be enforceable by each member of the OHI GROUP, the CLIENT and their successors and assigns, and are in addition to any other warranties, conditions or rights implied by APPLICABLE LAW. The SUPPLIER shall assign to OHI, or hold for OHI's benefit, the benefit of any manufacturer's or SUB-SUPPLIER's warranties to the extent that they exceed those given by the SUPPLIER.

27.6

28.0 LIQUIDATED DAMAGES

28.1 If the SUPPLIER fails to achieve the DELIVERY DATE, or any other time-based milestone specified in the PURCHASE ORDER, the SUPPLIER shall pay OHI liquidated damages at the rate of one per cent (1%) of the PRICE for each week (or part thereof) of delay, up to a maximum of ten per cent (10%) of the PRICE, or such other rate and maximum as is stated in the PURCHASE ORDER.

28.2 The PARTIES agree that such liquidated damages are a genuine pre-estimate of the loss OHI is likely to suffer and are not a penalty. OHI may deduct liquidated damages from any sums due to the SUPPLIER.

28.3 Payment of liquidated damages shall be OHI's sole financial remedy for the SUPPLIER's delay in achieving the relevant date(s), save where OHI terminates the PURCHASE ORDER for default. Payment of liquidated damages shall not relieve the SUPPLIER of its obligation to complete the PURCHASE ORDER or of any other liability under it.

29.0 TERMINATION

29.1 OHI shall have the right, by notice to the SUPPLIER, to terminate the whole or any part of the PURCHASE ORDER at such time or times as OHI may consider necessary for any of the following reasons:

(a) to suit the convenience of OHI or the CLIENT;

(b) subject only to Clause 29.2, in the event of any default on the part of the SUPPLIER, including failure to meet HSE requirements, breach of Clauses 32 or 33, or accumulation of liquidated damages to the maximum amount; or

(c) in the event of the SUPPLIER becoming bankrupt or insolvent, making a composition or arrangement with its creditors, having a winding-up or liquidation order made against it, passing a resolution for voluntary winding-up (except for the purposes of amalgamation or reconstruction), having a receiver, administrator, liquidator or manager appointed over any of its business or assets, or any equivalent act or event occurring under APPLICABLE LAW (including the Bankruptcy Law of the Sultanate of Oman), or ceasing or threatening to cease to carry on business.

29.2 In the event of default on the part of the SUPPLIER and before OHI issues a notice of termination, OHI shall give notice of default to the SUPPLIER giving details of the default. If the SUPPLIER does not, within seven (7) days of receipt of such notice (or such longer period as OHI may specify), commence and thereafter continuously proceed with action satisfactory to OHI to remedy the default, OHI may issue a notice of termination with immediate effect. No notice of default shall be required where the default is incapable of remedy or involves a breach of Clause 33.

29.3 Upon receipt of a notice of termination, which shall be effective on the date specified in it (or, if none, on receipt), the SUPPLIER shall immediately:

(a) cease performance of the GOODS or the part specified in the notice;

(b) allow OHI or its nominee full access to the WORKSITE and the SUPPLIER's premises to remove and/or take over the relevant part of the GOODS so far completed, together with all materials and equipment which are the property of OHI;

(c) assign to OHI or its nominee, to the extent required by OHI, all rights, titles and subcontracts relating to the GOODS; and

(d) except as required above, remove its equipment and materials from the WORKSITE unless otherwise instructed by OHI.

Within thirty (30) days of the effective date of termination, the SUPPLIER shall deliver to OHI all TECHNICAL INFORMATION and all drawings, specifications, calculations, programmes, data and other documents prepared by the SUPPLIER GROUP in connection with the PURCHASE ORDER.

29.4 In the event of termination for convenience under Clause 29.1 (a), the SUPPLIER shall be entitled to payment for the part of the GOODS performed in accordance with the PURCHASE ORDER up to the date of termination, together with such other payments as may be set out in the PURCHASE ORDER or, in the absence of such provisions, the reasonable and verifiable direct costs of demobilisation and of committed materials which cannot be cancelled, as agreed between the PARTIES. The SUPPLIER shall not be entitled to any loss of profit or other compensation in respect of the terminated part of the GOODS.

29.5 In the event of termination under Clause 29.1 (b) or (c), OHI may complete the GOODS itself or through other sources, and:

(a) the SUPPLIER shall cease to be entitled to receive any further payment until the costs of completion and all other costs arising from the termination have been ascertained;

(b) thereafter, and subject to any deductions under the PURCHASE ORDER, the SUPPLIER shall be entitled to payment only for the part of the GOODS properly performed up to the date of termination; and

(c) any additional costs reasonably incurred by OHI as a result of the SUPPLIER's default or the events giving rise to termination shall be recoverable from the SUPPLIER.

29.6 The termination of the PURCHASE ORDER, in whole or in part, shall not affect any rights or liabilities of the PARTIES accrued up to the date of termination. The provisions of Clauses 2, 17, 18, 19, 21, 22, 23, 24, 27, 30, 31, 32, 33, 34, 35, 36, 38 and 39, together with any other provisions which by their nature are intended to survive, shall remain in full force and effect after termination or expiry of the PURCHASE ORDER.

30.0 AUDIT AND RECORD KEEPING

30.1 During the performance of the PURCHASE ORDER and for a period ending five (5) years after the final DELIVERY DATE, OHI, the CLIENT or their duly authorized representatives shall have the right to audit at all reasonable times, and take copies of, all records (howsoever stored), books, accounts, personnel records, correspondence, receipts, vouchers and other papers of the SUPPLIER relating to:

(a) all invoiced charges made by the SUPPLIER to OHI;

(b) any provision of the PURCHASE ORDER under which the SUPPLIER has obligations the performance of which is capable of verification by audit.

OHI shall not be entitled to investigate the make-up of fixed rates and lump sums in the PURCHASE ORDER except to the extent necessary for the proper evaluation of any VARIATION or claim.

30.2 The SUPPLIER shall co-operate fully with OHI and its representatives in any audit. OHI will conduct any audit in a manner that keeps inconvenience to the SUPPLIER to a reasonable minimum.

30.3 The SUPPLIER shall obtain equivalent rights of audit from all SUB-SUPPLIERS and shall cause such rights to extend to OHI.

30.4 The PARTIES shall keep all documents and data, howsoever stored, related to the PURCHASE ORDER for a period of not less than six (6) years after completion or termination of the PURCHASE ORDER, or such longer period as required by APPLICABLE LAW.

31.0 LIENS

31.1 The SUPPLIER shall not claim or exercise any lien, attachment or retention right over any GOODS, materials, documents or any property of the OHI GROUP in the possession of the SUPPLIER GROUP or at the WORKSITE.

31.2 The SUPPLIER shall save, indemnify, defend and hold harmless the OHI GROUP from and against all liens or attachments by any SUB-SUPPLIER or other person claiming through the SUPPLIER in connection with the PURCHASE ORDER, and shall immediately notify OHI of any possible lien or attachment.

31.3 If at any time there is evidence of any lien or attachment to which, if established, any member of the OHI GROUP or its property might be subjected, OHI shall have the right, after giving the SUPPLIER a reasonable opportunity to demonstrate that the claim is unenforceable or adequately secured, to withhold and/or set off such sum as will fully indemnify the OHI GROUP against it.

32.0 BUSINESS ETHICS, CONFLICTS OF INTEREST AND SANCTIONS

32.1 Both PARTIES shall uphold the highest standards of business ethics in the performance of the PURCHASE ORDER. Honesty, fairness and integrity shall be paramount principles in the dealings between the PARTIES.

32.2 The SUPPLIER shall comply with OHI's Code of Conduct, Supplier Code of Conduct and Ethics Policy (as notified to the SUPPLIER and amended from time to time) and with any ethics or conduct requirements of the CLIENT flowed down in the PURCHASE ORDER.

32.3 Neither PARTY shall knowingly engage in any business, or use any information arising from the PURCHASE ORDER, in any manner which conflicts with the interests of the other PARTY. The SUPPLIER shall disclose immediately to OHI any actual or potential conflict of interest, including any family, financial or business relationship between any member of the SUPPLIER GROUP and any employee or officer of the OHI GROUP or the CLIENT.

32.4 The SUPPLIER shall not offer or give any gift, hospitality, commission, fee or other benefit to any employee, officer or agent of the OHI GROUP or the CLIENT, other than items of nominal value given in accordance with OHI's policies.

32.5 The SUPPLIER shall not employ child labour or forced, bonded or trafficked labour, shall not retain the passports or identity documents of its workers, and shall respect human rights and fair labour practices in accordance with APPLICABLE LAW.

32.6 The SUPPLIER confirms its no-objection to any compliance, integrity, risk and/or sanctions review which may be conducted by or on behalf of OHI from time to time, including through a third party. Such review may include the SUPPLIER's shareholders, directors and ultimate beneficial owners and shall remain confidential.

33.0 ANTI-BRIBERY AND CORRUPTION

33.1 Each PARTY warrants and represents that in negotiating and concluding the PURCHASE ORDER it has complied, and in performing its obligations under the PURCHASE ORDER it has complied and shall comply, with all APPLICABLE ANTI-BRIBERY LAWS.

33.2 The SUPPLIER warrants that it has an anti-bribery and corruption programme setting out adequate procedures to comply with APPLICABLE ANTI-BRIBERY LAWS, that it will comply with such programme and with OHI's Anti-Bribery and Corruption Policy in respect of the PURCHASE ORDER, and that it will ensure that the SUPPLIER GROUP does the same.

33.3 Subject to Clause 30, on provision of not less than thirty (30) days' notice, OHI or its duly authorised representatives shall have the right to audit, at OHI's cost, the existence, content and implementation of the SUPPLIER's anti-bribery and corruption programme, excluding documents that are legally privileged.

33.4 Where legally able to do so, and subject to any request by a COMPETENT AUTHORITY not to notify, each PARTY shall notify the other in writing immediately upon becoming aware of any investigation or proceedings initiated by a COMPETENT AUTHORITY relating to an alleged breach of APPLICABLE ANTI-BRIBERY LAWS in connection with the PURCHASE ORDER, or upon having a reasonable belief that such a breach may have occurred, and shall keep the other PARTY informed of the progress and findings of such investigation and any remedial measures.

33.5 If OHI has a reasonable belief that the SUPPLIER has breached this Clause 33, OHI may give notice of its intention to suspend payments, giving the basis of such belief. If within seven (7) days the SUPPLIER neither provides information reasonably satisfactory to OHI to refute such belief nor commences action reasonably satisfactory to OHI to remedy the suspected breach, OHI may suspend with immediate effect any payments due to the SUPPLIER (other than sums which the SUPPLIER can reasonably substantiate as unconnected with the suspected breach) and/or terminate the PURCHASE ORDER in accordance with Clause 29.1 (b) without further notice.

33.6 Where the PURCHASE ORDER is terminated under Clause 33.5, the SUPPLIER shall not be entitled to payment of any sums connected with the breach, and OHI shall be entitled to recover from the SUPPLIER any additional costs reasonably incurred as a result. Provided that OHI had a

reasonable belief at the time of termination, OHI shall not be in breach of the PURCHASE ORDER even if it later transpires that no breach occurred, in which case the SUPPLIER shall be entitled to payment of any sums properly due which were retained.

34.0 LIMITATION OF LIABILITY

34.1 Subject to Clause 34.2, the SUPPLIER's total cumulative liability to the OHI GROUP arising out of or in connection with the PURCHASE ORDER shall be limited to the amount specified in the PURCHASE ORDER or, in the absence of such amount, one hundred and fifty per cent (150%) of the PRICE.

34.2 The limitation in Clause 34.1 shall not apply to:

(a) liabilities of the SUPPLIER under Clauses 17, 19, 22, 24 and 31;

(b) any indemnity given by the SUPPLIER under Clause 21;

(c) liability arising from the fraud, wilful misconduct or gross negligence of the SUPPLIER GROUP, or from breach of Clauses 32 or 33; or

(d) any liability which cannot be limited under APPLICABLE LAW.

34.3 The SUPPLIER's liability under the PURCHASE ORDER shall cease at the end of the Defects Correction Period under Clause 27, save in respect of claims notified before that date and save for the liabilities and indemnities referred to in Clause 34.2, which shall continue for the period permitted by APPLICABLE LAW.

34.4 Any exclusion or limitation of liability under the PURCHASE ORDER shall apply to liability in contract, tort (including negligence), breach of statutory duty or otherwise at law. Any limitation of liability given by OHI to the SUPPLIER shall extend to the AFFILIATES of the SUPPLIER, and any limitation of the SUPPLIER's liability shall represent the fee paid in the past 3 month by OHI to the Supplier.

34.5 Subject to Clause 23, this Clause 34 shall apply notwithstanding any provision to the contrary elsewhere in the PURCHASE ORDER.

35.0 GOVERNING LAW AND LANGUAGE

35.1 The PURCHASE ORDER, and any non-contractual rights and obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of the Sultanate of Oman.

35.2 The ruling language of the PURCHASE ORDER shall be English. Where the PURCHASE ORDER or any document relating to it is translated into Arabic or any other language, the English version shall prevail to the extent permitted by APPLICABLE LAW.

36.0 RESOLUTION OF DISPUTES

36.1 Any dispute, controversy or claim between the SUPPLIER and OHI (or any other member of the OHI GROUP) arising out of or in connection with the PURCHASE ORDER or the GOODS, including any question regarding its existence, validity, interpretation, performance, breach or termination and any non-contractual obligations arising out of or in connection with it (a "Dispute"), shall first be referred, by written notice containing the information set out in Clause 36.7 and served in accordance with Clause 38.4, to the OHI REPRESENTATIVE and the SUPPLIER REPRESENTATIVE, who shall meet and make all reasonable efforts to resolve the Dispute amicably.

36.2 If the Dispute is not resolved within twenty-one (21) days of service of the notice under Clause 36.1, either PARTY may refer the Dispute by written notice to a senior executive of each PARTY with authority to settle the Dispute, who shall meet (in person or virtually) within fourteen (14) days of such notice in a good faith attempt to resolve it. The PARTIES may also agree to refer the Dispute to mediation or another form of alternative dispute resolution.

36.3 If the Dispute is not resolved within twenty-eight (28) days of service of the notice under Clause 36.2 (or such longer period as the PARTIES may agree in writing), the Dispute shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") in force at the date of commencement of the arbitration, which ICC Rules are deemed to be incorporated by reference into this Clause, and in accordance with the following:

(a) the seat, or legal place, of the arbitration shall be Muscat, Sultanate of Oman;

(b) the language to be used in the arbitral proceedings shall be English, and any documents submitted in another language shall be accompanied by an English translation;

(c) the arbitral tribunal shall consist of arbitrator(s) appointed in accordance with the ICC Rules, save that where the Expedited Procedure Provisions of the ICC Rules apply, or where the PARTIES so agree, the tribunal shall consist of a sole arbitrator;

(d) the law governing the PURCHASE ORDER and the arbitration agreement shall be the laws of the Sultanate of Oman, and the Omani Arbitration Law promulgated by Royal Decree No. 47/97 (as amended) shall apply to the extent not inconsistent with the ICC Rules;

(e) the award of the arbitral tribunal shall be final and binding on the PARTIES, and the PARTIES undertake to carry out any award without delay and waive any right to any form of recourse or appeal against the award, insofar as such waiver can validly be made under APPLICABLE LAW; and

(f) judgment on the award may be entered and enforced by any court having jurisdiction, including under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958).

36.4 This Clause 36 shall apply to all PURCHASE ORDERS issued by OHI Co SAOC and by every other member of the OHI GROUP. Any member of the OHI GROUP which is a party to, or which claims or is claimed against in connection with, a PURCHASE ORDER may commence, be joined in or participate in any arbitration under this Clause, and the SUPPLIER consents to the joinder of any member of the OHI GROUP and to the consolidation of arbitrations arising under PURCHASE ORDERS between the SUPPLIER and one or more members of the OHI GROUP, in accordance with the ICC Rules.

36.5 Nothing in this Clause shall prevent either PARTY from applying to the Emergency Arbitrator under the ICC Rules, or to any competent court, for interim or conservatory measures (including injunctive relief or orders for the preservation of evidence or assets) before or during the arbitration, and such application shall not be deemed a waiver of the agreement to arbitrate.

36.6 The existence and content of the arbitral proceedings and any award shall be kept confidential by the PARTIES, save to the extent that disclosure is required by APPLICABLE LAW, to enforce or challenge an award, or to a CLIENT, insurer or professional adviser under a duty of confidentiality.

36.7 Where any Dispute, claim or counterclaim is notified, the PARTY making it shall ensure that the notice contains, without limitation:

(a) a clear summary of the facts on which the claim is based;

(b) the basis on which the claim is made, including the principal contractual and/or statutory provisions relied on;

(c) the nature and amount of the relief claimed; and

(d) where the claim has previously been made and rejected, the reasons why the PARTY considers it to have been wrongly rejected.

36.8 Pending resolution of any Dispute, the SUPPLIER shall continue to perform the GOODS with due diligence, and both PARTIES shall continue to comply with all the provisions of the PURCHASE ORDER. OHI shall continue to pay undisputed amounts in accordance with Clause 16.

37.0 HEALTH, SAFETY, SECURITY AND ENVIRONMENT

37.1 OHI places prime importance on health, safety, security and environment ("HSSE") and requires the SUPPLIER GROUP to subscribe to and actively pursue the highest standards of HSSE performance.

37.2 The SUPPLIER shall take full responsibility for the adequacy, stability and safety of all its operations and methods, and shall comply strictly with APPLICABLE LAW relating to HSSE, any HSSE requirements in the PURCHASE ORDER or the TECHNICAL INFORMATION, and all HSSE policies, procedures, permit-to-work systems, site rules and instructions of OHI and the CLIENT.

37.3 Failure to meet the HSSE requirements of the PURCHASE ORDER, or to satisfy OHI's reasonable requirements with regard to the control of HSSE risks, in any material respect shall constitute a default entitling OHI to suspend the GOODS under Clause 15 and/or to terminate the PURCHASE ORDER under Clause 29.1 (b).

37.4 The SUPPLIER shall co-operate with OHI in responding to any emergency at the WORKSITE and shall immediately take such action as may be necessary to protect life and make safe property in imminent peril.

37.5 The SUPPLIER shall ensure that the GOODS comply with APPLICABLE LAW and, to the extent that they contain toxic, corrosive, flammable or otherwise hazardous materials, shall ensure that each consignment is accompanied by the appropriate safety data sheets, hazard labelling and handling instructions. GOODS which are contaminated at the time of delivery shall be decontaminated or disposed of by the SUPPLIER at its own expense.

37.6 When making deliveries to, or working at, any premises owned, leased, occupied or controlled by any member of the OHI GROUP or the CLIENT, the SUPPLIER shall act in a safe, prudent and responsible manner consistent with its duty of care to its personnel and those of its SUB-SUPPLIERS, and shall obey all site safety and security instructions without exception.

37.7 The SUPPLIER's personnel and vehicles shall not be mobilised to or from any WORKSITE without the prior written permission of OHI and unless they are in full compliance with applicable OHI and CLIENT HSSE standards, including in-vehicle monitoring systems, journey management and driver certification requirements where applicable.

37.8 The SUPPLIER shall provide, at its own expense, all personal protective equipment required for its personnel, including as a minimum safety helmets, safety footwear, safety glasses, gloves and high-visibility or flame-retardant clothing as required by OHI or the CLIENT.

37.9 Drivers and operators of the SUPPLIER GROUP shall be responsible for the safety of their vehicles, equipment and loads, including the use of appropriate load restraints, and shall carry out a documented pre-use inspection before commencing any journey or operation.

37.10 Any fines, penalties or warnings imposed on any member of the OHI GROUP as a result of any HSSE, road safety, environmental or regulatory non-compliance by the SUPPLIER GROUP shall be for the sole account of the SUPPLIER and may be deducted from sums due to the SUPPLIER.

37.11 The SUPPLIER shall be responsible for the proper management and lawful disposal of all waste generated by the SUPPLIER GROUP, in accordance with APPLICABLE LAW and the requirements of the Environment Authority of the Sultanate of Oman.

38.0 GENERAL LEGAL PROVISIONS

38.1 WAIVER

None of the terms of the PURCHASE ORDER shall be considered to be waived by either PARTY unless the waiver is given in writing. No failure or delay by either PARTY to enforce any term of the PURCHASE ORDER shall constitute a waiver of that term.

38.2 RETENTION OF RIGHTS

Subject to Clauses 21 and 34, and unless otherwise specifically stated in the PURCHASE ORDER, both PARTIES shall retain all rights and remedies, both under the PURCHASE ORDER and at law, which either may have against the other. The SUPPLIER shall not be relieved of any liability or obligation under the PURCHASE ORDER by any review, approval, authorisation or acknowledgement by OHI.

38.3 INDEPENDENT CONTRACTOR

The SUPPLIER shall act as an independent contractor with respect to the GOODS and shall exercise control, supervision, management and direction as to the method and manner of obtaining the results required by OHI. Nothing in the PURCHASE ORDER shall create a partnership, joint venture, agency or employment relationship between the PARTIES.

38.4 NOTICES

All formal notices in respect of the PURCHASE ORDER shall be given in writing and delivered by hand, by courier, by registered post or by e-mail to the relevant address specified in the PURCHASE ORDER (or such other address as a PARTY may notify in writing). Such notices shall be effective: (a) if delivered by hand, at the time of delivery; (b) if sent by courier or registered post, forty-eight (48) hours after dispatch; and (c) if sent by e-mail, at the time of transmission, provided that no delivery failure notification is received and that any notice of termination or Dispute sent by e-mail is also sent by one of the other methods. Standard business correspondence may be exchanged by e-mail or through OHI's procurement system.

38.5 STATUS OF OHI AND OHI GROUP

OHI enters into the PURCHASE ORDER for itself and for the benefit of each member of the OHI GROUP, and:

(a) the SUPPLIER shall look only to the PURCHASING ENTITY for the due performance of the PURCHASE ORDER, and nothing in the PURCHASE ORDER shall impose any liability upon, or entitle the SUPPLIER to commence any proceedings against, any member of the OHI GROUP other than the PURCHASING ENTITY;

(b) the PURCHASING ENTITY is entitled to enforce the PURCHASE ORDER on behalf of each member of the OHI GROUP as well as for itself, and may commence proceedings in its own name to enforce all obligations and liabilities of the SUPPLIER and to make any claim which any member of the OHI GROUP may have against the SUPPLIER; and

(c) all losses, damages, costs (including legal costs) and expenses recoverable by OHI under the PURCHASE ORDER or otherwise shall include those of each member of the OHI GROUP, subject to the same limitations and exclusions of liability as apply to OHI under the PURCHASE ORDER.

38.6 ENTIRE AGREEMENT AND AMENDMENT

The PURCHASE ORDER constitutes the entire agreement between the PARTIES with respect to its subject matter and supersedes all prior negotiations, representations and agreements, whether written or oral. No amendment to the PURCHASE ORDER shall be effective unless made in writing and signed by an authorised signatory of the PURCHASING ENTITY.

38.7 MITIGATION OF LOSS

Both PARTIES shall take all reasonable steps to mitigate any loss resulting from any breach of the PURCHASE ORDER by the other PARTY.

38.8 INVALIDITY AND SEVERABILITY

If any provision of the PURCHASE ORDER is found by any court, arbitral tribunal or COMPETENT AUTHORITY to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the PURCHASE ORDER, which shall remain in full force and effect. The PARTIES shall attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves, to the greatest extent possible, the economic, legal and commercial objectives of the invalid or unenforceable provision.

38.9 THIRD PARTY RIGHTS

Save for the rights expressly conferred on members of the OHI GROUP and the CLIENT under the PURCHASE ORDER (which may be enforced in accordance with Clause 38.5), no person who is not a PARTY shall have any right to enforce any term of the PURCHASE ORDER.

38.10 ELECTRONIC EXECUTION

The PURCHASE ORDER may be issued, accepted and amended electronically, including through OHI's procurement system, and electronic signatures and acceptances shall be binding on the PARTIES to the extent permitted by APPLICABLE LAW, including the Electronic Transactions Law of the Sultanate of Oman.

39.0 ADDITIONAL CONDITIONS

39.1 The SUPPLIER and OHI agree that any ADDITIONAL CONDITIONS set out in or appended to the PURCHASE ORDER shall be treated as an integral part of the PURCHASE ORDER and shall, in the event of any conflict or ambiguity, take precedence over these General Conditions of Contract.

39.2 The SUPPLIER and OHI agree that the terms and conditions of any CLIENT contract referred to in the PURCHASE ORDER, to the extent expressly flowed down to the SUPPLIER, shall be treated as an integral part of the PURCHASE ORDER and shall, in the event of any conflict or ambiguity, take precedence in accordance with Clause 3.5.

39.3 In the event of any contradiction between these General Conditions of Contract, the SPECIFICATION and/or the HSSE requirements, the more stringent requirement shall apply.

This document is OHI-QMS-COC-01 Appendix A to internal procedure 'OHI-QMS-PRP-02: Purchasing'. These General Conditions of Contract apply to OHI Co SAOC and to all members of the OHI GROUP.