

**MISC MARITIME SERVICES SDN BHD GENERAL TERMS AND CONDITIONS OF PURCHASE
ORDER FOR PROVISION OF SERVICES**

1.0 DEFINITIONS

- **ASSOCIATED PERSON** means a person associated with CONTRACTOR including, but not limited to any of its employees, subcontractors, consultants, representatives and agents of CONTRACTOR.
- **COMPLETION DATE** shall mean the date on which the SERVICES as specified in this PURCHASE ORDER is scheduled to be completed, if any.
- **CONTRACTOR** shall mean any person or company having a contract under this PURCHASE ORDER for the provision of the SERVICES to MMS.
- **FORCE MAJEURE** means an event beyond the control of an affected party, (including, but not limited to) acts of God, acts of civil or military authority, civil commotions, fire, strikes, hijacking, lockouts or labour disputes (excluding strikes, lockouts, labour disputes or other action primarily by the act of employees or agents of the affected party), epidemics, pandemic, outbreaks of infectious disease or any other public health crisis, wars, riots, earthquakes, storms, sand storms, typhoons, perils of the sea, blockade, embargo, plague or other epidemics or similar events.
- **GUARANTEE PERIOD** shall have a meaning assigned to it in Item 7.2.
- **PURCHASE ORDER** shall mean this PURCHASE ORDER Form and these terms and conditions, together with any exhibits attached hereto and made part hereof.
- **PARTY** shall mean either CONTRACTOR or MMS.
- **PARTIES** shall mean CONTRACTOR and MMS.
- **MMS** shall mean MISC Maritime Services Sdn Bhd (Registration No. 199201010371 (241874-V)) or its successor-in-title or permitted assigns.
- **MMS GROUP** shall mean MMS, its holding company, subsidiary, affiliates, any other entity directly or indirectly controlled by MMS from time to time, consultants, agents or contractors.
- **RELEVANT OBLIGATIONS** shall mean obligations equivalent to those imposed on CONTRACTOR in Item 20.2.
- **RELEVANT POLICIES** shall mean Part II A (Conflict of Interest) and II B (Fighting Corruption and Unethical Practices) of MMS Code of Conduct and Business Ethics and other related policies, procedures, guidelines and requirements as updated by MMS from time to time.
- **RELEVANT REQUIREMENTS** shall mean all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption.
- **SERVICES** shall mean the services carried out by CONTRACTOR for MMS in accordance with this PURCHASE ORDER.
- **SITE(S)** shall mean any location(s) where CONTRACTOR is required to perform the SERVICES as stipulated in this PURCHASE ORDER.
- **TAXES** shall include but not limited to all income, profit, withholding, franchise, excess profits, royalty, other taxes, personal property taxes, employment taxes and contributions imposed or that maybe imposed by law, regulations or trade union which are imposed by or on behalf of or of any taxing authority and includes penalties, interest and fines in respect thereof.

2.0 PURCHASE ORDER

The PURCHASE ORDER shall be effective on the date mentioned in the Purchase Order form.

3.0 COMPLETION OF SERVICES

3.1 CONTRACTOR shall ensure that the SERVICES are performed at the SITE(S) on the scheduled COMPLETION DATE as stated in this PURCHASE ORDER.

3.2 In the event of failure by CONTRACTOR to perform and completed the SERVICES contained in this PURCHASE ORDER other than as a result of FORCE MAJEURE or MMS's written request, MMS shall have the right to cancel all or any remaining part of this PURCHASE ORDER without payment of

compensation, and obtain SERVICES from other sources. Any and all increased costs and expenses thereby incurred by MMS in obtaining such SERVICES shall be set off against any moneys due or to become due to CONTRACTOR or shall be recoverable as damages hereunder.

4.0 PAYMENT TERMS

MMS shall make payment within thirty (30) days upon the receipt of verified invoices accepted as correct by MMS and all supporting documents provided that all CONTRACTOR's obligations according to this PURCHASE ORDER have been fulfilled and that complete SERVICES has taken place.

5.0 PRICE

The prices stated in this PURCHASE ORDER are not subject to any alteration, adjustment or variation unless expressly agreed in writing by MMS.

6.0 TAXES AND DUTIES

6.1 This PURCHASE ORDER price shall exclude any TAXES and expenses to be incurred by the CONTRACTOR arising from this PURCHASE ORDER. The CONTRACTOR is responsible for its own TAX compliance and payment of any TAXES that are imposed on him. MMS shall withhold any taxes on payments to the CONTRACTOR when so required by law.

6.2 This PURCHASE ORDER price must be segregated based on the following, where applicable:

- (a) SERVICES performed inside Malaysia;
- (b) SERVICES performed outside Malaysia;
- (c) Reimbursements / disbursements inside Malaysia arising from the performance of the SERVICES;
- (d) Reimbursement / disbursements outside Malaysia arising from the performance of the SERVICES; and/or
- (e) Hotel accommodation charges during travels in Malaysia arising from the performance of the SERVICES.

6.3 The CONTRACTOR agrees that MMS shall at its sole discretion, may not affect any payment unless proper documents are submitted. MMS shall have the right to withhold TAXES from payments due to the CONTRACTOR under this PURCHASE ORDER to the extent that such withholding may be required by the Inland Revenue Board ("IRB") or any other tax relevant authorities, and payment by MMS to the IRB of the amount of money so withheld shall relieve MMS from any further obligation to the CONTRACTOR with respect to the amount so withheld.

6.4 Where the CONTRACTOR is of the opinion that withholding tax are not applicable, it is the sole responsibility of the CONTRACTOR to secure the written direction from the IRB enabling MMS to make payments for the services without any deduction of TAX.

6.5 The CONTRACTOR and his personnel rendering the SERVICES under this PURCHASE ORDER are independent parties and are not authorized to act as the agent or representative of MMS. The CONTRACTOR and MMS agree that no employment relationship shall exist between MMS or any of its affiliates and the CONTRACTOR's personnel by virtue of the SERVICES rendered under this PURCHASE ORDER. The CONTRACTOR further undertakes that:

(a) The CONTRACTOR shall be responsible for ensuring that all wages, fees, contributions, social security, charges and TAXES required to be paid by the CONTRACTOR and/or its personnel are paid as required by the relevant applicable law; and

(b) The CONTRACTOR shall ensure that all appropriate deductions are made from the wages of suppliers' personnel in respect of TAXES, employee social security and other contributions including where required workmen compensation insurance contributions.

6.6 The CONTRACTOR agrees that MMS, at its sole discretion, may not effect any payment unless proper documents are submitted. The CONTRACTOR shall indemnify and hold MMS harmless from any liability resulting from failure by the CONTRACTOR or its subcontractors or suppliers to make timely payments of, or to pay any of, all such taxes and duties.

6.7 Service tax clause

(a) Where Service Tax is applicable to any services rendered by the SUPPLIER under the CONTRACT, MMS shall be responsible for and pay the Service Tax when invoiced by the SUPPLIER for any taxable services rendered, provided that SUPPLIER shall provide MMS a copy of valid Service Tax notification letter issued by the Royal Malaysian Customs Department ("Customs Authority") confirming that SUPPLIER is registered under the applicable Act as a taxable person providing taxable services.

(b) Service Tax amount shall be separately stated from the prices and/or rates, and shall be separately itemized in the invoice.

(c) For avoidance of doubt, "Service Tax" as mentioned above refers to the tax imposed on taxable services provided by taxable person in Malaysia effective 1 September 2018 as set out in the Service Tax Act 2018.

7 WARRANTIES AND GUARANTEES

7.1 CONTRACTOR warrants and guarantees to MMS that:

(a) CONTRACTOR has the experience, capability and all necessary registrations and licenses to perform the SERVICES under this PURCHASE ORDER;

(b) the SERVICES shall be of good quality, good workmanship, fit for purpose for which it is generally intended and/or for which MMS has informed CONTRACTOR or CONTRACTOR has represented it is intended and shall be completed without any omission; and

(c) the SERVICES performed under this PURCHASE ORDER shall be in accordance with good principles and accepted professional standards and meeting the intents and objectives of this PURCHASE ORDER.

7.2 CONTRACTOR's warranty and guarantee under Item 7.1(b) shall commence from the completion of the SERVICES to the satisfaction of MMS and shall expire on the date specified by MMS.

7.3 CONTRACTOR shall be responsible for making good, with all possible speed, any failure of omission and defects in the SERVICES or any portion thereof which may appear or occur during the GUARANTEE PERIOD. Remedied SERVICES shall be at CONTRACTOR's cost and shall carry an additional guarantee period as mutually agreed by both MMS and CONTRACTOR from the period the SERVICES are remedied.

7.4 CONTRACTOR's liability hereunder shall extend to all damages proximately caused by the omissions or defects, including incidental damages such as removal, inspection, costs of return or storage.

8.0 LICENSE AND PERMIT

Subject to the relevant provisions of applicable law, CONTRACTOR shall obtain any license or permit which is required in the country of implementation of this PURCHASE ORDER. This PURCHASE ORDER is conditional upon such license or permit being made available in good time prior to commencement of the SERVICES.

9.0 INSPECTION

9.1 CONTRACTOR shall be responsible for ensuring that all inspections and testing of the SERVICES are carried out in accordance with generally accepted industry standards applicable to an international contractor and shall provide such inspection and testing plan to MMS.

9.2 MMS or any third party appointed by MMS shall have the right at all reasonable times to inspect or witness any test of any part of the SERVICES at any place where the SERVICES is being performed. Inspection, witnessing or the lack of both by MMS shall not be construed as acceptance of any part of the SERVICES nor as relieving CONTRACTOR of its obligation to fulfil all requirements of the SERVICES and responsibility for ensuring that the SERVICES complies with this PURCHASE ORDER.

10.0 LIABILITY AND INDEMNITY

10.1 Each PARTY shall be responsible for and shall hold harmless and indemnify each other from and against any loss or expense by reason of all claims, proceedings, demands and causes of action in respect of any damage or loss to property or injury (including death) to any person of either PARTY, howsoever caused.

10.2 CONTRACTOR shall further indemnify and hold MMS safe and harmless from and against all injuries to, including death of, any third party and loss of or damage to property of third parties arising out of or in connection with the performance of SERVICES.

11.0 CONSEQUENTIAL LOSS

MMS shall not be liable for any incidental, indirect, consequential damages whatsoever (which shall include but not limited to damages for loss of earnings, loss of anticipated profits, income or savings, goodwill, anticipated savings or interruption of business) that may be suffered or incurred by CONTRACTOR, even if advised of the possibility of such damages arising out of or in connection with this PURCHASE ORDER and/or termination and/or cancellation of this PURCHASE ORDER.

12.0 INSURANCE

12.1 CONTRACTOR shall at its own cost and expense, procure and maintain reasonable and adequate insurance to cover against the exposures for the performance of SERVICES and as required by law, including but not limited to property damage insurance, employee benefits/social security payments and comprehensive general liability insurance with minimum limit of RM200,000 covering legal liability to third parties for incidents arising from performance of SERVICES hereunder and resulting in property damage, bodily injuries, including death, sustained by any person.

12.2 Whenever requested, CONTRACTOR shall within fourteen (14) days from such request, furnish to MMS certified copies of the certificates of insurances provided for in Item 12.1 hereof, accompanied by certified copies of official receipts evidencing payment of the full premiums thereof. Policies and/or extension certificates or documents shall be furnished to MMS as and when requested by MMS. The

furnishing of certificates of insurances shall not be interpreted as implying that MMS assumes responsibility for the correctness of such documents or that CONTRACTOR has complied with its other obligations contained in this PURCHASE ORDER.

13.0 LIQUIDATED DAMAGES

13.1 In the event the COMPLETION DATE is not met by CONTRACTOR, CONTRACTOR shall pay MMS liquidated damages (which CONTRACTOR and MMS hereby agree shall not be considered as penalty).

13.2 In the absence of any express provision in this PURCHASE ORDER, liquidated damages shall be paid by CONTRACTOR to MMS in the amount calculated at 0.5% of the price per day for each day of delay (pro-rated), up to the maximum of 10% of such price.

13.3 The liquidated damages stated in this Item 13.0 is deemed to be the actual loss which MMS will suffer in the event that CONTRACTOR fails to complete the SERVICES on the COMPLETION DATE. CONTRACTOR by entering into this PURCHASE ORDER agrees to pay to MMS the said amount(s) if the same becomes due without the need for MMS to prove actual damage or loss.

13.4 In the event the delay continues and CONTRACTOR is unable to complete the SERVICES and accumulates the maximum amount of liquidated damages payable by CONTRACTOR to MMS pursuant to Item 13.2 above, MMS shall have the right to terminate this PURCHASE ORDER immediately under Item 14.1 hereof .

14.0 TERMINATION/CANCELLATION

14.1 In the event of any material breach of any of the terms and conditions of this PURCHASE ORDER, MMS may, without prejudice to any other right under this PURCHASE ORDER or at law, terminate/cancel this PURCHASE ORDER with immediate effect and CONTRACTOR shall immediately cease performance of the SERVICES.

14.2 MMS may also terminate/cancel this PURCHASE ORDER with immediate effect if:

- (a) CONTRACTOR generally suspends payment of its debts as they become due; or
- (b) a petition is filed or an order is filed or an order is made or entered (and is not stayed within thirty (30) days of service thereof) against CONTRACTOR; or
- (c) a resolution is passed or an involuntary petition is filed for the winding up, receivership, bankruptcy or reorganisation of CONTRACTOR; or
- (d) CONTRACTOR makes an assignment for benefit of all or substantially all its creditors or a receiver or administrator is appointed to all or substantially all of its assets; or
- (e) the ownership or control of CONTRACTOR has been materially altered.

14.3 This PURCHASE ORDER may also be terminated/cancelled with immediate effect at any time by MMS by giving thirty (30) days to CONTRACTOR, without providing any reason whatsoever. After such notice has been given, CONTRACTOR shall not perform further SERVICES which relate to this PURCHASE ORDER, and shall make an attempt to cancel contracts already entered into with subcontractors, pursuant to this PURCHASE ORDER without cost or liability to MMS.

15.0 FORCE MAJEURE

15.1 Neither party shall be liable for any failure to fulfill any term of this PURCHASE ORDER if fulfillment has been delayed, interfered with or prevented by FORCE MAJEURE provided the party is not

already in default of those obligations under this PURCHASE ORDER whose performance is delayed, interfered with or prevented by FORCE MAJEURE.

15.2 For the avoidance of doubt, labour disputes or riot involving the CONTRACTOR and labour disputes, fire, flood, war or riot involving the CONTRACTOR's subcontractors shall not be considered to be a FORCE MAJEURE event.

15.3 The affected party is obligated to notify the other party as soon as reasonably practicable after it becomes aware of a FORCE MAJEURE. MMS and CONTRACTOR shall concur as to the actions to be taken, if any, to mitigate the effects of the FORCE MAJEURE.

16.0 WAIVER AND VALIDITY

16.1 Failure by MMS to enforce the performance of any of the provision of this PURCHASE ORDER against CONTRACTOR shall neither be deemed to be a waiver of its rights hereunder nor shall it affect the validity of this PURCHASE ORDER in any way.

16.2 Any waiver by MMS to any breach of this PURCHASE ORDER by CONTRACTOR shall not constitute a precedent and shall not be deemed a waiver of any succeeding breach of the same provision or any other provision of this PURCHASE ORDER.

16.3 Any provision herein which is or becomes illegal or unenforceable shall be severed from this PURCHASE ORDER and shall not affect the validity of the remaining provisions hereof.

17.0 HEALTH, SAFETY AND ENVIRONMENT (“HSE”)

The CONTRACTOR shall ensure that its personnel, agents or subcontractors, shall comply with all rules, regulations, standard requirements, PETRONAS/MMS's Personal Protective Equipment; and other policies (including those related to security, administrative and safety arrangements) applicable for the provision of the SERVICES. A copy of the relevant HSE policies and documents can be obtained from MMS upon request.

18.0 CONFIDENTIAL INFORMATION

CONTRACTOR shall keep confidential any technical information, data, and information concerning the business and research plans or activities of MMS, its affiliates or third parties which is made available to CONTRACTOR by MMS or its affiliates or which results from the provision of SERVICES performed by CONTRACTOR for MMS.

19.0 BUSINESS CONDUCT

19.1 CONTRACTOR must comply with the relevant parts of MMS Code of Conduct and Business Ethics, Country Supplement, other applicable rules, regulations, policies, procedures, guidelines and requirements as updated by MMS from time to time in providing the SERVICES for MMS.

19.2 A copy of the MMS Code of Conduct and Business Ethics and Country Supplement can be obtained from MMS upon request.

19.3 CONTRACTOR must ensure that all ASSOCIATED PERSONS who perform SERVICES in connection with this PURCHASE ORDER comply with all relevant parts of MMS Code of Conduct and Business Ethics, Country Supplement, other applicable rules, regulations, policies, procedures, guidelines and requirements as updated by MMS from time to time.

19.4 From time-to-time, at the reasonable request of MMS, CONTRACTOR shall confirm in writing that CONTRACTOR and the ASSOCIATED PERSONS have complied with the obligations imposed upon in this

Item 19.0 and provide any information reasonably requested by MMS in support of the compliance obligations.

19.5 In the event that CONTRACTOR and the ASSOCIATED PERSONS refuse, fail and/or negligent in complying with the provisions as stated in this Item 19.0, MMS may take any such action as deemed necessary including termination of this PURCHASE ORDER in accordance with the terms stated in Item 14.0 without any payment of compensation to CONTRACTOR.

20.0 CONFLICT OF INTEREST, CORRUPT GIFTS AND PAYMENTS OF COMMISSION

20.1 CONTRACTOR shall not offer or give or agree to give to any employee of MMS, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the procurement or performance of this PURCHASE ORDER or for showing or forbearing to show favor or disfavor to any person relating to this PURCHASE ORDER.

20.2 CONTRACTOR must:

- (a) comply with all RELEVANT REQUIREMENTS and RELEVANT POLICIES;
- (b) have in place and maintain throughout the term of this PURCHASE ORDER, RELEVANT POLICIES and procedures to ensure compliance with the RELEVANT REQUIREMENTS and RELEVANT POLICIES;
- (c) with respect to any matter arising out of this PURCHASE ORDER, maintain adequate internal controls and accurately record all transactions in its books and records;
- (d) enforce the policies and procedures referred to in Item 20.1 (b) where appropriate;
- (e) promptly report to MMS any breach of this Item 20.1 arising in connection with this PURCHASE ORDER and take such steps as MMS may reasonably require in order to rectify any such breach;
- (f) promptly report any request or demand for any undue financial or other advantage of any kind received by CONTRACTOR in connection with the performance of this PURCHASE ORDER and take such steps in response to any such request as MMS may reasonably require;
- (g) immediately notify MMS in writing if a foreign public official becomes an officer or employee of CONTRACTOR or acquires a direct or indirect interest in CONTRACTOR and CONTRACTOR warrants that no foreign public officials are officers or employees of CONTRACTOR or have direct or indirect interests in CONTRACTOR at the date of this PURCHASE ORDER;

20.3 CONTRACTOR must ensure that all ASSOCIATED PERSONS who perform SERVICES in connection with this PURCHASE ORDER comply with the RELEVANT OBLIGATIONS.

20.4 CONTRACTOR shall be responsible for the observance and performance by ASSOCIATED PERSONS of the RELEVANT OBLIGATIONS and shall be directly liable to MMS for any breach of the RELEVANT OBLIGATIONS by an ASSOCIATED PERSON.

20.5 Breach of this Item 20.0 shall be deemed a material breach and MMS may terminate this PURCHASE ORDER in accordance with the terms stated in Item 14.0 without any payment of compensation to CONTRACTOR.

20.6 Anti-Bribery and Corruption

20.6.1 CONTRACTOR has not indulged and shall not indulge in act of corruption, fraud or money laundering and shall indemnify MMS for any pre-acquisition acts of corruption, fraud or money-laundering.

In the event of breach, MMS shall be entitled to claim for indemnity from CONTRACTOR and thereafter, terminate this PURCHASE ORDER forthwith.

20.6.2 CONTRACTOR shall ensure its personnel comply with the requirements under this Article 20.6. In the event of breach, MMS shall be entitled to claim for indemnity from CONTRACTOR and thereafter, terminate its personnel and this PURCHASE ORDER forthwith.

21.0 USE OF TRADEMARKS

CONTRACTOR shall not, without the prior written consent of MMS, use the name or any trade name or trademark of MMS or MMS GROUP in any advertising or communications to the public in any format whatsoever.

22.0 ILLEGAL INFORMATION BROKERING

CONTRACTOR warrants and represents that it has not and will not utilize confidential information of others or illicit influence such as illegal information brokering in connection with this PURCHASE ORDER.

23.0 SUBCONTRACTING

CONTRACTOR shall not subcontract all or any part of its obligations under this PURCHASE ORDER without MMS's prior written approval. CONTRACTOR shall bind every subcontractor to the terms of this PURCHASE ORDER.

24.0 ASSIGNMENT AND NOVATION

CONTRACTOR shall not novate or assign this PURCHASE ORDER in whole or in part without the prior written approval of MMS, which approval shall not be unreasonably withheld.

25.0 AMENDMENT

No amendment or variation of the provisions of this PURCHASE ORDER shall be binding upon any party unless it is mutually agreed in writing by both PARTIES.

26.0 TIME

Time shall be of essence to the terms stipulated in this PURCHASE ORDER.

27.0 APPLICABLE LAW

This PURCHASE ORDER shall be governed by and construed in all respects in accordance with the Laws of Malaysia and subject to the jurisdiction of Malaysian Courts.

28.0 ENTIRE AGREEMENT

The terms and conditions set out on this PURCHASE ORDER together with any subsequent amendments made in writing by MMS and CONTRACTOR represent the entire terms and conditions of this PURCHASE ORDER between MMS and CONTRACTOR. This PURCHASE ORDER supersedes the inquiry, bid offer, clarification and other agreements or documents previously made between MMS and CONTRACTOR.

29.0 COST OF PREPARING

29.1 Each PARTY shall bear its own costs and expenses incurred in connection with the preparation of this PURCHASE ORDER.

29.2 Any stamp duty payable in respect of this PURCHASE ORDER shall be borne by the CONTRACTOR.

30.0 CONTRACT

In existence of a valid contract between MMS and CONTRACTOR, the terms of this PURCHASE ORDER shall not be applicable.

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