

## **General Terms and Conditions**

### **1. General**

These General Terms and Conditions ("Terms and Conditions") apply to the Purchase Order and form the agreement between the Company and the Contractor. These Terms and Conditions are binding between Company and the Contractor and supersede and replace any Contractor terms and conditions or previous agreements for the Goods and Services in scope. In the event any Special Terms are agreed between the parties, those Special Terms shall take precedence over the terms contained in these Terms and Conditions. Where these Terms and Conditions are attached to or incorporated into a Purchase Order or work statement issued under an existing contract, the terms and conditions of that existing contract shall prevail.

### **2. HSSE**

- 2.1. Whenever Contractor Personnel attend a Worksite, they shall behave in a manner which is consistent with the Company's requirements for the management of health, safety, security, and the environment set forth herein, in addition to any other requirements set forth in any Purchase Order, as well as any related rules, procedures or codes of practice (whether issued by Company, Affiliates of Company, or otherwise) in force at the relevant Worksite.
- 2.2. Contractor confirms having received a copy of the Company's Life Saving Rules and shall abide by them at all times.
- 2.3. Contractor is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of Contractor and Contractor Personnel in connection with this Purchase Order. Contractor assumes all responsibility and liability for such risks. Contractor and Contractor Personnel shall perform the Scope without interfering with the operations of Company or Affiliates of Company or of any other contractors at the Worksite.
- 2.4. As applicable, Contractor shall provide purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods that requires such compliance and/or for materials used by contractor while performing Services and any update of the same.
- 2.5. **Hazardous Material Handling** – The Contractor shall follow the requirements of the ISO14001 and the Company's Safety management system. Where applicable, an up to date and correct Material Safety Data Sheet ("MSDS") shall be attached to the shipments, clearly visible, for all deliveries.

### **3. Performance, Title and Risk**

- 3.1. Time is of the essence for the performance of Scope.
- 3.2. Contractor confirms that it has obtained all requisite information for the performance of this Purchase Order, in particular, but not limited to, as to the Worksite, access and transportation thereto, local conditions and facilities and any other relevant matters of whatever nature. Contractor will attend induction training as may be required by Company from time to time.
- 3.3. The Company shall have the right to inspect and test the goods or services ordered at any time, including during the manufacture and construction, or preparation, notwithstanding any prior payment or inspection. Any inspection by Company of Goods or Services shall not relieve Contractor of any obligations of liability under this Purchase Order.
- 3.4. Contractor will retain risk of loss of and damage to Goods until Company takes physical possession, care and custody of the Goods, or, if an Incoterm is specified for the delivery of the Goods, until delivery to Company is complete in accordance with the Incoterm. Notwithstanding the foregoing, Contractor will retain risk of loss of and damage to Goods: (a) supplied as part of Services until acceptance of the Services by Company, unless Company takes care and custody of the Goods or (b) which are rejected by Company as not in compliance with the Purchase Order. Title to Goods will pass to Company (a) along with the passing of risk of loss of and damage to Goods to Company or (b) as Company makes payment for the Goods, whichever occurs earlier. Any transfer of title or risk will be without prejudice to Company's right to refuse to accept the Goods in case of non-conformity with the requirements of this Purchase Order.
- 3.5. In the event that execution of Scope requires Contractor and/or Contractor Personnel to access Company's technical information, information technology resources (including, but not limited to, Company's network) or Worksites, Contractor will comply with Company's available policies (unless the parties have agreed to other terms of access in writing) and shall not, without the prior written consent of Company, provide Contractor Personnel who are Restricted Parties or nationals of a Restricted Jurisdiction.

### **4. Warranties**

- 4.1. Without prejudice to representations or warranties applied by law or otherwise given by Contractor, Contractor warrants that Goods or Services supplied shall be: (a) free from defect in material and workmanship, be of even kind

and quality and run without variation; (b) fit for their intended purpose or application of the Company, Company's customers and any other intended uses of such goods and shall be new and not refurbished; (c) manufactured and supplied strictly in accordance to the grade and performance conforming with all specifications, blueprints, designs, drawings, samples, models, descriptions, instructions, and other items referred to in this Purchase Order; (d) be free of infringement of property rights of third parties, including without limitation, any patent, trademark, trade name, copyright or right of publicity, or misappropriate any trade secret or violate any license or any other rights; and (e) free of any registered or unregistered charge, lien, mortgage or other encumbrance.

- 4.2. Contractor will pass through any applicable manufacturer's warranty to the benefit of Company. If any such manufacturer's warranty is not assignable, Contractor shall assist Company in pursuing any warranty claim with the manufacturer on Company's behalf. The warranty for Goods and Services commences on the latter of the day the Company takes physical possession of the Goods or the Goods have been installed by Contractor and is valid for the longer of twelve (12) months or the length of Contractor's, or, the manufacturer's standard warranty period.
- 4.3. Services shall be provided with all due skill and care and in accordance with industry recommended standards and practices. The warranty for Services commences on the day of completion of the Services and is valid for twelve (12) months following completion of the Services. Contractor shall operate a quality assurance system in accordance with industry recommended standards and practices. Contractor further warrants that Contractor's use of the Background Information shall be free from any challenges by a Person that such use violates or infringes an Intellectual Property Right of any Person.

## **5. Licenses and Permits**

- 5.1. Contractor and Contractor Personnel shall comply with all applicable laws and government rules, regulations and orders, including but not limited to, those related to health, safety and environment, employment rights and data protection. Contractor will notify Company immediately upon any material breach in relation to this clause. Contractor shall obtain at its own cost the required permits and shall provide Company such data reasonably requested by the Company, its Affiliates, and their directors, officers, employees, and agents ("Third Party Beneficiaries") from and against any claims, proceedings, lawsuits, judgements, liabilities, losses, damages, costs (including legal costs and attorneys' fees), fines, penalties, assessments and expenses incurred or suffered as a result of noncompliance with laws or failure to obtain permits by Contractor or Contractor Personnel.
- 5.2. Contractor acknowledges that it is familiar with and will comply with all applicable Trade Control Laws. Without prejudice to the foregoing, Contractor will provide Company, in writing, with the relevant Export Control Classification Number (ECCN) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this Purchase Order.
- 5.3. Unless otherwise agreed between the parties, Contractor shall be responsible for obtaining all necessary import and export licences as required by applicable Trade Control Laws for any goods, software, or technology provided by or on behalf of Contractor pursuant to this Purchase Order. Where such licenses or authorizations are obtained, Contractor shall provide Company written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Contractor shall indemnify, defend, and hold harmless Company and its Related Parties from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Contractor's non-compliance with Trade Control Law.
- 5.4. Contractor will ensure that, except with the prior written consent of Company: (i) any items provided by the Company are not exported, provided, or made available to any Restricted Parties or Restricted Jurisdictions; (ii) Contractor Personnel with access to the Company's information and resources or Company's Worksite, are not Restricted Parties; and (iii) Contractors will not utilise Subcontractors that are Restricted Parties.

## **6. Method of Payment and Taxes**

- 6.1. This clause shall supersede INCOTERMS and shall take precedence over the terms contained in INCOTERMS.
- 6.2. Contractor shall issue a separate invoice for each separate shipment. Each invoice shall include: (i) the Purchase Order number; (ii) full description of each good and service being invoiced; (iii) unit price of each good and service; (iv) quantities delivered or rendered and (v) total invoiced value. Undisputed amounts shall be paid within 30 days of receipt and acceptance of goods or services and a correct invoice. Delays in receipt of goods or services, acceptance of goods or services, or absence of a correct invoice will be just cause for Company to withhold payment without losing discount privileges.
- 6.3. The invoice shall be emailed to: (i) the Finance department of the Company at email address [Accounts@bgc.com.bn](mailto:Accounts@bgc.com.bn); and (ii) the Contact Person stated in the Purchase Order.
- 6.4. Quantities of goods or services ordered may not be changed without the prior written approval of the Company's Buyer. If the total or any portion of the goods received either exceeds or falls below the quantities ordered, Buyer shall

have the right to reject and return any such shipments or portions thereof at Contractor's expense for transportation both ways and all related labor and packing costs.

- 6.5. Invoiced amount shall be inclusive of applicable taxes, freight, all packaging and handling, transportation, and insurance unless explicitly indicated on the face of this Purchase Order or agreed to in writing by the Company.
- 6.6. Contractor will be responsible for payment of all taxes, and any interest, fines, or penalties for which Contractor is liable for: (a) income, capital gains, and wages; and (b) the movement of Contractor Personnel.
- 6.7. Company is entitled to set off or reduce any payments due and owing to Contractor by any amount which Company claims is owed to it by Contractor pursuant to the Agreement or any other agreement or purchase order between the parties, or pursuant to any other agreement or purchase order between co-venturers, members, or Affiliates of Company and Contractor ("Company Beneficiaries"). Any exercise of rights by Company or Company Beneficiaries under this clause shall be without prejudice to any other rights or remedies available to same.
- 6.8. Contractor shall be responsible for arranging foreign exchange clearance, if any, and for meeting costs in the country to which funds are being remitted and all charges, fees, costs and other amounts associated therewith shall be borne by Contractor.
- 6.9. Bank remittance details stated in the Invoice must be an exact match the Contractor's bank details in the Company's Vendor Portal for effective payment. Changes to Contractor's bank account details shall be made via the Company's Vendor Portal ONLY and shall be properly supported with relevant documentation. The Company reserves the right to verify changes made in the Vendor Portal by any means that the Company sees fit.
- 6.10. Contractor shall provide monthly Statement of Accounts (SoA) to the e-mail address "Accounts@bgc.com.bn" for tracking and reconciliation purposes.

## **7. Liability, Indemnity and Insurance**

- 7.1. Contractor agrees to defend, indemnify and hold harmless Company, officers, directors, shareholders, affiliated entity, employees, agents, representatives, successors and assigns ("Indemnitees") from all losses, liabilities, damages, and/or expenses which may be sustained or claimed against an Indemnitee: (i) arising out of defective goods or negligent services hereby ordered; (ii) arising from injury to Contractor employees while in the course of providing goods or services to Company or affiliated entity; (iii) arising from Contractor's use of automobiles, trucks, or heavy equipment; or (iv) based on a claim that the goods or services supplied by Contractor infringe a patent, copyright, or trademark or misappropriate a trade secret of a third party. Contractor shall, at the request of Company or affiliated entity, defend any such claim, action or lawsuit. If the goods or services become, or in Contractor's opinion, are likely to become the subject of any infringement claim, Contractor shall do one of the following at Contractor's option and expense: (i) procure for Company the right to continue using the goods or services; (ii) replace or modify the goods or services so that they become non infringing without losing functionality; or (iii) terminate Company's right to use the goods and/or services, whereupon Contractor will refund to Company all amounts paid for such goods or services.
- 7.2. Subject always to Clause 7.3, neither party shall be liable to the other party under or in connection with this Purchase Order for any of the following: (a) consequential or indirect losses; or (b) increased costs or expenses, (c) losses caused whether directly or indirectly by business or production interruptions (d) loss of, whether caused directly or indirectly, business or opportunity, goodwill, profits, contracts, revenues, anticipated savings, reputation, whether or not such losses were foreseeable at the time this Purchase Order was released.
- 7.3. Neither party excludes or limits its liability for fraud or any liability to the extent the same may not be excluded or limited as a matter of law.
- 7.4. The indemnity under this Paragraph shall survive delivery and acceptance of goods and services and termination or expiration of this Purchase Order and/or Company's written agreement with Contractor, if applicable.

## **8. Acceptance; Termination; Suspension; Variations; Amendments; Addendums; Special Terms**

- 8.1. All notices in relation to termination, suspension Variations, amendments, addendums, and any Special Terms shall be sent in accordance with Clause 19.
- 8.2. These notices, Variations, amendments, addendums and Special Terms may be signed in any number of counterparts all of which together will constitute a single instrument. Such counterparts may be executed and exchanged remotely by email and will be accepted in the scanned form, with the permitted use of facsimile, and/or scanned signatures.
- 8.3. Contractor will be deemed to have accepted the Terms and Conditions as stated in the Company's General Terms and Conditions upon agreeing to provide the goods or services.
- 8.4. Company shall have the right immediately upon delivery to Contractor of written notice, to order the suspension or variation to the provision of Goods or Services, in whole or in part, provided that any variation shall only be effective if it is within the capability and resources of Contractor. Any increase or decrease in the cost of the Goods and/or Services resulting from the suspension or variation shall be determined by Company in accordance with the rates and

other information shown in the Purchase Order, or, in the absence of any appropriate rates and information, a fair and reasonable evaluation shall be made.

- 8.5. Either party has the right at any time by giving notice in writing to the other party to terminate this Purchase Order forthwith if the other party commits a material breach of any of the terms and conditions.
- 8.6. Company may terminate this Purchase Order immediately by written notice to Contractor, if in Company's reasonable opinion, Contractor or any of its Related Parties: (a) becomes a Restricted Party, (b) commits a breach of the Business Principles or (c) commits a material breach of applicable laws.
- 8.7. Company may terminate this Purchase Order or reduce Scope without cause by giving thirty (30) days prior written notice of termination to Contractor, and Company shall only be liable to pay for that part of the Goods and/or Services which have been provided up to point of termination, provided such Goods/Services were delivered or performed in accordance to the terms of the Purchase Order.
- 8.8. Upon termination or expiry of the Purchase Order, Contractor shall upon request by Company return or provide to Company all data, information, records and/or documents, regardless in which form, related to Company, co-venturers, members, or Affiliates of Company, or its or their business which Contractor has obtained from Company or produced in performance of the Agreement.
- 8.9. Amendments and Addendums to this Purchase Order must be made in writing and sent in accordance with Clause 19.

## **9. Remedies**

- 9.1. Without prejudice to any other rights of Company hereunder or at law, in the event of defective Goods or a breach of warranty, notwithstanding that such defect or breach may have been discovered by Company after delivery, Company, in its sole discretion and at Contractor's risk and expense, may do any or all of the following: (a) terminate the relevant Purchase Order(s) at any time; (b) reject and return the Goods; (c) purchase equivalent goods elsewhere; (d) require the Goods to be replaced or repaired by Contractor; or (e) have defects in the Goods repaired by others. The warranty for Goods replaced or repaired by Contractor commences on the latter of the day Company takes physical possession of the Goods or the Goods have been installed by Contractor and is valid for the longer of twelve (12) months or the length of Contractor's, or, the manufacturer's standard warranty period.
- 9.2. Without prejudice to any other rights of Company hereunder or at law, in the event of defective Services or a breach of warranty, notwithstanding that such defect or breach may have been discovered by Company after performance, Company, in its sole discretion and at Contractor's risk and expense, may do any or all of the following: (a) terminate any relevant Purchase Order(s) at any time; (b) require the Services to be re-performed by Contractor; or (c) have the Services re-performed by others. The warranty for Services re-performed by Contractor commences on the day of completion of the re-performed Services and is valid for twelve (12) months following completion of the re-performed Services.

## **10. Force Majeure**

- 10.1. A party will not be in breach of its obligations under the Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations if and to the extent that such delay or failure is directly caused by Force Majeure unless the event was contributed to by the fault of the party or was due to circumstances that could have been avoided or mitigated by the exercise of reasonable diligence.
- 10.2. Company will be relieved from any obligation to make payments to Contractor for Goods and/or Services to be provided under the Agreement for so long as the supply of Goods and/or Services is impacted by Force Majeure.
- 10.3. A party whose performance of obligations under this Purchase Order is delayed or prevented by Force Majeure will without delay: (a) notify the other party on an ongoing basis of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure; (b) use all reasonable endeavours to minimise the effect of the Force Majeure on its performance of its obligations under the Agreement; and (c) promptly after the cessation of the Force Majeure, notify the other party thereof, provide the other with all reasonable information concerning the impact of and planned response to the Force Majeure, and promptly resume full performance of its obligations under the Agreement.
- 10.4. If Contractor's performance under the Agreement is prevented, hindered or delayed by an event of Force Majeure for a period exceeding one (1) month, Company may in its absolute discretion terminate this Purchase Order upon giving written notice of termination.

## **11. Confidential Information**

- 11.1. Contractor undertakes, and warrants that it and its Affiliates undertake:
  - (a) to use Company Information solely for the purpose of providing the Services and/or supplying the Goods; and
  - (b) not, without the prior written consent of Company, to disclose Company Information to any third party.

- 11.2. The provisions of Clause 8.1 shall not apply to any Company Information if Contractor can prove that it was or has become lawfully known to Contractor without binder of secrecy or publicly available through no act or omission on the part of Contractor.
- 11.3. At the request and option of Company, Contractor shall either destroy or return promptly to Company, or its nominee, all records containing Company Information which are in the possession of Contractor.
- 11.4. Contractor and Contractor Personnel shall not mention/use Company's name, Company's trademarks or refer to the existence of the Agreement and the activities carried out under this Purchase Order in any publicity material or other communications to third parties without Company's prior written consent.
- 11.5. Except as otherwise provided herein or absent a separate written Purchase Order between the Company and Contractor, Company shall have no obligation with respect to the non-disclosure or use of any information received from Contractor hereunder.

## **12. Intellectual Property Rights**

- 12.1. All rights, title and interest in and to the Scope and Work Product and any Intellectual Property (IP) Right shall vest exclusively in Company promptly upon creating or generating the same by Contractor. Contractor hereby assigns all rights, title and interest in and to the Work Product and any Intellectual Property right. Contractor shall execute all instruments, deeds or actions necessary to vest such Intellectual Property Right in Company or its nominee. Contractor hereby irrevocably waives, or shall procure all necessary waivers in favour of Company of, all Intellectual Property Right in the Work Product. IP Rights created by modifications, amendments, enhancements, or improvements (including tailor-made to the specifications of Company) to Company's IP Rights, or made using Company's Information, will vest with Company.
- 12.2. Contractor hereby warrants that it is entitled to, and grants to Company a nonexclusive, royalty-free, irrevocable and worldwide license and right for Company with sublicensing rights to possess, disclose and use and/or have possessed, disclosed or used, the Background Information or any part thereof as necessary to use, copy, modify, distribute and exploit freely any Work Product. Contractor warrants that any possession or use of Scope as delivered by Contractor or of Contractor's Intellectual Property Rights will not infringe those of a third party.
- 12.3. Contractor shall at its own expense defend, hold harmless and indemnify Company, and co-venturers, members, and Affiliates of Company, and its and their sub-licensees, directors, officers, employees, and agents ("Third Party Beneficiaries") from and against all claims, proceedings, lawsuits, judgements, liabilities, losses, damages, costs (including legal costs and attorneys' fees), fines, penalties, assessments and expenses arising out of any allegation or claim that the possession, disclosure, use by Company, an Affiliate of Company and/or any third party under sub-license of Company or any Affiliate of Company of any Background Information in accordance with the license provided pursuant to Clause 12.2 or the possession, disclosure, use or exploitation of any Work Product in accordance with this Purchase Order infringes any Intellectual Property Rights of a Person.

## **13. Business Principles; Supplier Principles; Code of Conduct**

- 13.1. Contractor acknowledges that it has:
  - a) received a copy of the Brunei Gas Carriers Sdn Bhd Statement of General Business Principles (or alternatively taken note of the Brunei Gas Carriers Sdn Bhd Statement of General Business Principles at <https://www.bgc.com.bn/our-company-2/>
  - b) received a copy of the Brunei Gas Carriers' Code of Conduct (or alternatively has taken note of the Brunei Gas Carriers Code of Conduct) at <https://www.bgc.com.bn/our-company-2/> ; and
  - c) been made aware of the various whistleblowing avenues. All items mentioned are available at <https://www.bgc.com.bn/our-company-2/>.
- 13.2. Contractor agrees that it will adhere to and notify of violations of the principles contained in the Brunei Gas Carriers Sdn Bhd Statement of General Business Principles and Code of Conduct and Supplier Code of Conduct (or where Contractor has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of Company.
- 13.3. Contractor Personnel or any of its Related Parties that work on behalf of or represent Company, commits that such staff will behave in a manner that is consistent with the Brunei Gas Carriers Sdn Bhd's Code of Conduct.
- 13.4. Contractor will notify Company immediately if it becomes aware of any behaviour by Company staff, Contractor or its Related Parties which are, or may be, inconsistent with the Business Principles, the Brunei Gas Carriers Sdn Bhd's Code of Conduct or, where the Contractor has adopted equivalent principles, their equivalent.
- 13.5. At Company's request, Contractor will provide information to Company in a timely manner as required to confirm compliance by Contractor and its Related Parties with Brunei Gas Carriers Sdn Bhd Statement of General Business Principles. As part of Company's due diligence, Contractor will grant Company or its representatives' reasonable access to Contractor's facilities and sites.

#### **14. Compliance with Anti-Bribery Laws; Internal Controls**

- 14.1. Contractor represents and warrants that, in connection with this Purchase Order or the business resulting therefrom: (a) it is knowledgeable about Anti-Bribery Laws applicable to the performance of this Purchase Order and will comply with all such laws; (b) neither it nor a Related Party have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment, whether directly or through any other person.
- 14.2. Contractor undertakes to immediately notify Company if Contractor receives or becomes aware of any request from any person for any payment, gift, promise or other advantage mentioned in Clause 11.1 in connection with this Purchase Order or the business resulting therefrom.
- 14.3. Company confirms that its appointment of Contractor was expressly made on the basis that Anti-Bribery Laws and the Business Principles would not be violated. Contractor acknowledges that the contents of this Purchase Order may be disclosed by Company to third parties for the purposes of demonstrating compliance with this Clause.
- 14.4. Contractor shall indemnify, defend, and hold harmless Company and its Related Parties from and against any and all losses, damages, claims, expenses, fines and penalties arising out of Contractor's representations in this Clause 11 being untrue or arising out of Contractor's breach of any of its warranties or undertakings in this Clause 11.
- 14.5. Contractor and its Affiliates shall maintain adequate internal controls and procedures to assure compliance with Anti-Bribery Laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.
- 14.6. Company will have the right to confirm compliance with Anti-Bribery Laws and record keeping by audit. Contractor will retain adequate records and books of the relevant transactions available for audit for seven years following termination of this Purchase Order. Audits may take place during performance or after conclusion of activities, so long as notice of an audit is provided prior to the expiration of the period set out above for the retention of records.

#### **15. Assignment and Subcontracting**

- 15.1. Neither Company nor Contractor shall assign, novate or subcontract any of its rights and/or obligations under this Purchase Order in whole or in part without prior written consent of the other, which consent the other may withhold in its sole discretion provided, however, that Company may without such consent assign any of its rights and/or obligations under this Purchase Order in whole or in part to any Affiliate of Company upon advance written notice to Contractor and Contractor shall execute any document required by Company, acting reasonably, to effect same.
- 15.2. Approval to subcontract shall not relieve the subcontracting party from any of its obligations under this Purchase Order, or impose any liability to any Subcontractor.
- 15.3. Contractor will at all times remain responsible for any Scope performed by and all activities, omissions, and defaults of any Contractor Personnel as if the activities, omissions, or defaults were of the Contractor.
- 15.4. Contractor will ensure that contracts between the Contractor and sub-contractor are in all material respects consistent with the terms and conditions of this Purchase Order.

#### **16. No Agency or Partnership**

- 16.1. Contractor is acting solely as an independent contractor in all aspects of performance under this Purchase Order and is not an agent or partner of Company or any co-venturers, members, or Affiliates of Company.
- 16.2. Contractor is responsible for the method and manner of performance to achieve the results required by this Purchase Order.
- 16.3. Neither this Purchase Order nor its performance creates a partnership or joint venture. No party is appointed as agent of the other and does not permit the Contractor to make any commitment on behalf of Company.
- 16.4. Contractor and Contractor Personnel are not to be considered employees of the Company and are not eligible to participate in any of Company's employee benefit plans. Contractor will indemnify Company any liabilities related to claims for private or governmental benefits by Contractor or Contractor Personnel.

#### **17. Applicable Law; Dispute Resolution**

- 17.1. This Purchase Order shall be governed and construed in accordance with Brunei law. Brunei law shall be used for the interpretation of the terms and conditions within, and for resolving any dispute arising out of, in connection with, relating or resulting from this Purchase Order (whether based on contract, or in tort or on any other legal or equitable doctrine) both parties shall use their best endeavours to settle the dispute informally by agreement or negotiation between the Parties. Both parties shall always act in good faith and co-operate with each other to resolve any disputes.

- 17.2. Notwithstanding anything in this Agreement, if the dispute is not settled in accordance with Clause 16.1 above, no party shall proceed to litigation or any other form of dispute resolution unless the parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with this clause.
- 17.3. Failure to comply with this clause shall be deemed to be a breach of this Agreement.
- 17.4. In the event that mediation and good faith negotiations are unsuccessful, the dispute shall be resolved either by court proceedings as elected by the Company, by way of a written notice to the other party, which shall state the specific dispute to be resolved and the nature of such dispute.

## **18. Third Party Rights**

Where this Purchase Order expressly confers a benefit on an Affiliate of Company or a Third Party Beneficiary (as defined by Clause 9.3) who is not a party to the Agreement (each a Relevant Third Party) such Relevant Third Party will be entitled by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce the benefits specifically conferred on it by this Purchase Order, provided that the consent of any Relevant Third Party will not be required for the variation or termination of this Purchase Order, even if that variation or termination affects the benefit conferred on it. Except as provided in this Clause, no term of this Purchase Order will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any Person who is not a party to the Agreement.

## **19. Notices**

- 19.1. All notices, requests, variations, and other communications by Company or Contractor are to be in writing and delivered promptly to the appropriate addresses named in this Purchase Order.
- 19.2. All notices or other communications under the Purchase Order must be in English and in writing, and: (i) delivered by hand; (ii) sent by prepaid courier; (iii) sent by registered post; or (iv) sent by email with confirmation receipt requested.
- 19.3. Notice provisions specified in this Clause will not apply to service of subpoenas or notices in connection with legal proceedings in court or administrative actions, which instead are required to be made in accordance with the applicable laws.

## **20. Audit Rights and Record Keeping**

- 20.1. Contractor shall maintain, either physically, by electronic media or on microfilm, all books, accounts, records, original documents and information related to this Purchase Order in connection therewith for a period of seven (7) years after the issuance of this Purchase Order. Such records and information shall include at a minimum all invoices for payment submitted by Contractor to Company along with supporting documentation. Contractor shall ensure that its Related Parties and third-party contractors comply with the requirement of this Clause 20.1. If a longer period is specified in this Purchase Order for retention of relevant records for compliance with Anti-Bribery Laws, Contractor will comply with that requirement.
- 20.2. Company shall have the right to audit all invoiced charges, books, accounts, records, contracts, information, rates and costs and expenses related to this Purchase Order at any time during and within seven (7) years after termination of this Purchase Order. Company shall have the right to reproduce and retain copies of any of the aforesaid records or information. Contractor shall implement all agreed recommendations arising from the audits within a time frame mutually agreed with Company.
- 20.3. Upon Company's request Contractor will, as soon as reasonably practicable, provide Company with all records relating to this Purchase Order and/or any work statement in connection therewith which are created or kept by its Related Parties or third party contractors.

## **21. Contractor Quality Assurance**

- 21.1. Contractor must at its cost and expense, have quality assurance programs in place adequate to support its performance of Scope and ensure it is registered in the Company's Vendor Registration system. Contractor will ensure such qualifications and registrations are maintained and are properly updated.

## **22. Miscellaneous**

- 22.1. Contractor and Contractor Personnel shall not prepare photographs, articles, press releases or speeches about the existence of or Scope of this Purchase Order, or any details about Company's facilities or business plans without prior written consent from Company.

- 22.2. Failure or delay by Company in enforcing or partially enforcing any provision of this Purchase Order shall not be construed as a waiver of any of its rights.
- 22.3. Any waiver by Company of any breach of, or any default under, any provision of the Purchase Order by Contractor shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Purchase Order.
- 22.4. A provision of the Purchase Order is not waived unless made in writing by an authorised representative of the waiving party.
- 22.5. The rights and remedies provided by the Purchase Order are cumulative and not exclusive of any rights or remedies provided in law, equity, or otherwise and shall extend to the parties, their successors and permitted assigns.
- 22.6. The covenants, conditions and provisions contained in the Purchase Order which the parties intend to survive, including confidentiality obligations, intellectual property rights and liabilities, audit rights, warranties, compliance with laws and Anti-Bribery Laws, applicable law, dispute resolution, and indemnities, survive termination and expiry of this Purchase Order for the benefit of the party or parties to whom they are given.
- 22.7. The parties retain their rights and remedies under Applicable Laws, subject to any provisions in this Purchase Order that provide otherwise.
- 22.8. Provisions that state that they survive or by their nature are intended to survive completion of performance or termination of the Purchase Order do so, along with all remedies attached to them. In addition, the expiry or termination of the Purchase Order does not discharge or release either party from any liability or obligation accrued at the time of such expiry or termination or continuing beyond or arising out of such expiry or termination.
- 22.9. This Purchase Order constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements related to the subject matter thereof, either written or oral. No amendments to the Purchase Order, nor any contrary or additional conditions specified by Contractor in any document provided by Contractor, shall be effective unless evidenced in writing and signed by the parties hereto. Any confidentiality agreement pertaining to the subject matter will remain in effect according to its terms, unless the Purchase Order provides that it is terminated or replaced.
- 22.10. The concept of severability of clauses applies.



## DEFINITIONS

In these Terms and Conditions:

**“Acceptance”** means Contractor accepts the Scope and terms and conditions of the Agreement in writing or is deemed to have accepted Scope and Agreement in the manner specified by the Agreement.

**“Affiliate”** means, in reference to a Person, any other Person that: (a) directly or indirectly controls or is controlled by the first Person; or (b) is directly or indirectly controlled by a Person that also directly or indirectly controls the first Person; and for the purposes of this definition, a Person controls another Person if such Person has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. Affiliate in relation to the Company, means any entity, which as at the time in question, is directly or indirectly controlled by the Company.

**“Agreement”** means the Purchase Order issued to the Contractor and the Terms and Conditions herein and all supplementary documents.

**“Anti-Bribery Laws”** means the Brunei Darussalam Prevention of Corruption Act of 1982 and Penal Code (Revised Edition 2001), (as any of the same may be amended or reenacted from time to time), and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any government official or any other person.

**“Background Information”** means any information or data proprietary to Contractor, or licensed to Contractor with the right to grant sub-licences to third parties, which are created independently of the performance of the Services as can be adequately proved by Contractor, from which the Services or any Work Product is derived, or which are otherwise required for the effective exploitation of any Work Product;

**“Company”** means Brunei Gas Carriers Sdn Bhd having its registered office at Unit 1, 2 & 3, Lim Kah Sik Building, Jalan Jerudong, BG3122, Brunei Darussalam.

**“Company Information”** means any information which is disclosed to Contractor by or on behalf of Company or any Affiliate of Company in connection with the Purchase Order, including, without limitation, any information about the business of Company or any Affiliate of Company;

**“Contractor”** means the person, firm or company to whom the Purchase Order is issued.

**“Contractor Personnel”** means any individual employed or supplied by Contractor whether directly or indirectly and assigned to work in connection with the performance of the Purchase Order whether or not an employee of Contractor, and includes Subcontractors of Contractor and their personnel;

**“Facilitation Payment”** means a payment to facilitate or expedite performance of a routine governmental action which is an action which is commonly performed by a Government Official.

**“Force Majeure”** means, but is not limited to, any of the following events:

- (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, blockade, embargo, international trade sanction, insurrection of military or usurped power,
- (b) Earthquake, flood, fire, named cyclone/ hurricane/ typhoon, tidal wave, explosion and/or other natural physical disaster, but excluding weather conditions as such regardless of severity,
- (c) Changes to any general or local statute, ordinance, decree, or other law, or any regulation or by-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, decree, law, regulation or by-law,
- (d) Epidemics and Pandemics declared by the World Health Organisation.

For the avoidance of doubt, Force Majeure shall not include:

- (a) COVID-19,
- (b) financial distress nor the inability of either party to make a profit or avoid a financial loss,
- (b) changes in the market prices or conditions, or

(c) a party's financial inability to perform its obligations hereunder.

**"Goods"** means the goods, materials, products and equipment to be provided by Contractor to Company in accordance with the Agreement.

**"Government Official"** means any official or employee of any government, or any agency, ministry, department of a government (at any level), person acting in an official capacity for a government regardless of rank or position, official or employee of a company wholly or partially controlled by a government (for example, a state owned oil company), political party and any official of a political party; candidate for political office, officer or employee of a public international organisation, such as the United Nations or the World Bank, or immediate family member (meaning a spouse, dependent child or household member) of any of the foregoing.

**"HSSE"** means health, safety, security, environment of which the HSSE risks are managed systematically in the Company and in the Contractors' work activities to be As Low as Reasonably Practicable (ALARP) referencing to the HSSE Risk Register and applicable HSSE procedures. The Scope applies to all work-related activities of BGC employees and contractors under BGC's Management Control.

**"Incoterms"** means, unless otherwise specified, the selected Incoterms rule of Incoterms 2010 for the interpretation of trade terms or international commercial terms as published by the International Chamber of Commerce.

**"Intellectual Property Rights"** means patents, copyright, including software, documentation, designs, visual materials in whatever form, sound recordings, any copyright protectable work, designs, trade or service marks, including trade secrets, inventions, database rights, rights in know-how, moral rights or other similar rights in any country, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing, and including any divisions, re-issues, re-examinations, continuations, continuations-in-part, and renewals;

**"Person"** means any individual, entity, partnership, limited partnership, firm, trust, body corporate, company, corporation, government, governmental body, agency or instrumentality, unincorporated body of persons or association.

**"Purchase Order"** means the Purchase Order issued to the Contractor to which these Terms and Conditions apply to.

**"Related Party(ies)"** means in relation to a party: (a) any of its Affiliates; (b) any person employed by that party or its Affiliates; (c) any director or other officer of that party or its Affiliates; and (d) any person acting for or on behalf of that Party or its Affiliates.

**"Restricted Jurisdiction"** means countries or states that are subject to comprehensive trade sanctions or embargoes (as may be amended by the relevant governmental authorities from time to time).

**"Restricted Party"** means a party (i) targeted by national, regional or multilateral trade or economic sanctions under applicable laws, including, but not limited to, persons designated on the United Nations Financial Sanctions Lists, European Union (EU) or EU Member State Consolidated Lists, U.S Department of the Treasury Office of Foreign Assets Control Lists, U.S State Department Non-proliferation Sanctions Lists or U.S Department of Commerce Denied Persons List, in force from time to time or (ii) directly or indirectly owned or controlled by or acting on behalf of such persons;

**"Scope"** means the scope, and any and all relevant portions thereof as the context dictates, that Contractor is required to supply in accordance with this Agreement including the delivery of the Goods and the performance of the Services (as applicable).

**"Services"** means the services to be provided by the Contractor to Company in accordance with the Agreement, including the result of those Services.

**"Special Terms"** means terms which both Parties have agreed to and executed in accordance with the provisions in Paragraph 8.

**"Subcontractor"** means any party to an agreement between a Contractor and another Subcontractor, other than Company and Contractor.

**"Trade Control Laws"** means all applicable laws concerning the import, export or re-export of goods, software or technology, or the direct product thereof, including, but not limited to, applicable customs regulations, Council Regulation (EC) No. 428/2009, any sanction regulations issued by the Council of the European Union; the International Traffic in Arms Regulations ("ITAR"); the Export Administration Regulations ("EAR"); and the regulations and orders issued and/or administered by the U.S. Department of the Treasury, Office of Foreign Assets Control, in relation to export control, anti-boycott and trade sanctions matters.

**"Variation"** means a modification or alteration of, addition to, or deletion of, all or part of Scope.

**"Variation Order"** means a written order for a Variation authorised by Company.

**"Work Product"** means any and all information, reports, data, drawings, computer programs, source and object codes and program documentation, spread sheets, (Power Point or other) presentations, analyses, results, conclusions and findings of solutions,

calculations, studies, concepts, codes, manuals, inventions, business models, designs, prototypes, flow charts, recommendations, working notes, specifications and or other information, documents or materials, which arise out of or are made, created or generated for Company, directly or indirectly, in the course of performance of the Services or the supply of Scope including all Intellectual Property Rights resultant from the results, conclusions and findings.

**“Worksite”** means all the lands, waters and other places on, under, in or through which Scope or activities in connection with Scope are to be supplied, including manufacturing, fabrication and storage facilities, offshore installations, floating construction equipment, vessels, offices, workshops, camps or messing facilities for Contractor Personnel.