

NOMAC STANDARD TERMS

RENDERING OF SERVICES

1. Interpretation

1.1. In these Terms:

“**Certificate of Completion**” shall have the meaning set forth in Clause 9;

“**Client**” shall mean the NOMAC entity issuing the Order;

“**Contract**” means the contract for the supply and acquisition of the Services;

“**HSE**” means health, safety and environmental policies, standards, procedures and requirements applicable to the performance of the Services under this contract as required by all applicable laws and regulations and as advised by the Client;

“**Materials**” means any materials used during the performance of the Services/Works;

“**Party**” means each of the Client or the Service Provider, and “**Parties**” means the Client and the Service Provider together;

“**Place of Work**”: means the location specified in the Order where the Services have to be provided;

“**PO**” / “**Order**” means the Client’s purchase order to which these Terms are annexed;

“**Price**” means the fees for the Services;

“**Prohibited Acts**” means any bribery, corruption or other prohibited act under the laws of the Kingdom of Saudi Arabia, the UAE, the US Foreign Corrupt Practices Act, the UK Bribery Act, ICC Rules on Combating Corruption 2011, the laws of all other relevant jurisdictions and other requirements of national and international agencies, including acts such as the following:

1.1.1. bribery and corrupt practices, including the paying, offering, giving, receiving, agreeing to receive or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party, including a public official;

1.1.2. fraudulent practices, including any actions or omissions, including misrepresentations, that knowingly or recklessly mislead, or are an attempt to mislead, another party in order to obtain a financial or other benefit or to avoid an obligation;

1.1.3. coercive practices, including impairing or harming, or threatening to impair or harm, directly or indirectly, any other party or the property of any other party in order to improperly influence the actions of a party;

1.1.4. collusive practices, including any arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party; and

1.1.5. obstructive practices, including, in relation to an investigation into allegations of bribery, corruption or other prohibited act: (A) deliberately destroying, falsifying, altering or concealing evidence that is material to the investigation; (B) making false statements to investigators in order to materially impede the investigation; (C) threatening, harassing or intimidating any other party to prevent it from disclosing its knowledge of matters relevant to the investigation or pursuing the investigation; and (D) an act intended to materially impede access to contractually required information in connection with the investigation.

“**Scope of Work**” means the division of work to be performed by the Service Provider under the Contract;

“**Services**” / “**Works**” means the Services to be performed by the Service Provider as indicated in the Order and includes any matters reasonably to be inferred from the Contract or trade usage;

“**Specification**” includes any plans, drawings, data or other information relating to the Services;

“**Service Provider**” means the entity providing the Services as described in the Order;

“**Terms**” means the standard terms of purchase set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Client and the Service Provider;

“**Writing**” and any similar expression includes facsimile transmission and comparable means of communication, but not electronic mail;

1.2. Any reference in these Terms to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time;

1.3. The headings in these Terms are for convenience only and shall not affect their interpretation;

1.4. Words in the singular include the plural meaning and words in the plural include the singular meaning; use of any gender includes the other genders.

2. Basis of Purchase

2.1. These Terms and the Order constitutes an offer by the Client to acquire the Services;

2.2. These Terms shall apply to the Contract to the exclusion of any other terms on which any quotation has been given to the Client or subject to which the Order is accepted or purported to be accepted by the Service Provider.

2.3. The Order will lapse unless unconditionally accepted by the Service Provider in Writing within seven (7) days of its date.

2.4. No variation to the Order or these Terms shall be binding unless agreed in Writing between the authorized representatives of the Client and the Service Provider.

3. Specification

3.1. The quantity, quality and description of the Services and the Scope of Work shall, subject as provided in these Terms, be as specified in the Order and/or in any applicable Specification supplied by the Client to the Service Provider or agreed in Writing by the Client.

3.2. Unless otherwise specified in the PO, all Services shall be commenced and performed in the location specified in the PO. Commencement and performance of Services shall be in accordance with the times set forth in the PO, unless otherwise agreed to by Client. Delays in commencement and/or performance shall be reported immediately by Service Provider to Client. Client reserves the right to cancel the PO, in whole or in part, if Service Provider should fail to commence and/or perform the Services in accordance with these Terms and/or the PO. Services shall be commenced and performed on the days, between the times and at the address stated in the PO.

3.3. Any Specification supplied by the Client to the Service Provider, or specifically produced by the Service Provider for the Client, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Client, and the Service Provider assigns with full title guarantee to the Client all such copyright, design rights and other intellectual property for no further consideration, subject only to the payment of the Price. The Service Provider shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Service Provider, or as required for the purpose of the Contract.

3.4. The Service Provider shall comply with all applicable regulations or other legal or contractual requirements concerning the manufacture, packaging, packing, handling, treatment and /or delivery of the Materials necessary for the performance of the Services.

3.5. The Service Provider shall not unreasonably refuse any request by the Client to inspect the performance of Services and/or test the Materials during storage at the premises of the Service Provider or any third party prior to commencement of Work, and the Service Provider shall provide the Client with all facilities reasonably required for inspection and testing. The Client shall also have the right to inspect any tools used by the Service Provider for the performance of Works.

3.6. The Client shall have the right to inspect and/or test the Services, which if exercised shall be undertaken within a reasonable time frame from the date of delivery / performance. If as a result of such inspection or testing the Client is not satisfied that the Services comply in all respects with the Contract and/or are not of a satisfactory standard, will inform the Service Provider within seven (7) days of such inspection or testing and the Service Provider shall take necessary steps to ensure compliance including re-performance of such nonconforming Services or portion of the Services.

3.7. The Materials shall be marked in accordance with the Client’s instructions and any applicable regulations or requirements, and properly packed and secured so as to reach their destination in an undamaged & safe condition in the ordinary course.

3.8. Client may at any time request modification to the Scope of Work

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by giving notice in Writing to the Service Provider. On receipt of this notice, Service Provider shall, within five (5) working days, or such other period as may be agreed between the Parties, advise Client by notice in Writing of the effect of such modification, if any, on the Price and any other terms already agreed between the Parties. If required, the Parties will negotiate in good faith an equitable adjustment to the Price.

4. Price of Services

- 4.1. The Price of the Services shall be as stated in the Order and shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Materials to the Place of Work and any duties, imposts or levies other than VAT. The Price shall not include Service Provider personnel's cost for food, transportation, accommodation, medical, personal protective equipment, tools and travelling, if the latter is applicable. The Service Provider acknowledges and agrees that the Client is under no obligation to provide the Service Provider with any tools and or equipment required for performing the Services, unless otherwise agreed in writing by the Parties.
- 4.2. No increase in the Price may be made (whether on account of increased Material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Client in Writing.
- 4.3. The Client shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Service Provider, whether or not shown on its own terms of sale.
- 4.4. The Service Provider acknowledges and agrees that the Client shall, if requested by any competent authority, withhold from payments due from the Client to the Service Provider under this Contract all such taxes and pay such amounts to such competent authorities.

5. Terms of Payment

- 5.1. The Service Provider may invoice the Client on or at any time after performance of the Services, as the case may be, and each invoice shall quote the PO.
- 5.2. Unless otherwise stated in the Order, the Client shall pay the Price within thirty (30) days after receipt by the Client of original invoice with supporting documents or, if later, after acceptance Services in question by the Client and the issuance of the Certificate of Completion as described hereunder.
- 5.3. All payments made by the Service Provider shall be made after deduction of applicable taxes under the laws of the jurisdiction of the Client.
- 5.4. The Client may set off against the Price any sums owed to the Client by the Service Provider.

6. Performance & Title

- 6.1. The Services shall be performed at the Place of Work, and on the date or within the period stated in the Order, in either case during the Client's usual business hours. Notwithstanding the foregoing, the Service Provider shall procure appropriate Bank Guarantee for such Services if requested by the Client;
- 6.2. The Client shall be responsible for obtaining customs clearance for any Materials, tools and equipment that the Service Provider may use during the provision of the Services and the Service Provider shall be responsible for all inland transportation costs and fees up to the Place of Work.
- 6.3. In case where the starting date for the provision of the Services have to be specified after the placing of the Order, the Service Provider shall inform the Client of such date with a reasonable notice.
- 6.4. The time of performance of the Services is of the essence of the Contract.
- 6.5. If the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.
- 6.6. The Client may reject any portion of the Services performed which are not in accordance with the Contract, and shall not be deemed to have accepted any Services until the Client has had a reasonable time to inspect them following the completion of Work or, if later, within a reasonable time after any latent defect in the Work has become apparent.
- 6.7. The Service Provider shall promptly provide the Client with any

instructions or other information required to enable the Client to accept performance of the Services.

- 6.8. If the Services are not performed on the due date then, without limiting any other remedy, the Client shall be entitled to deduct from the Price or (if the Client has paid the Price) to claim from the Service Provider by way of liquidated damage for delay one (1) per cent of the Price for every week's delay, up to a maximum of ten (10) per cent.

7. Service Provider Personnel

- 7.1. Service Provider warrants that in the provision of the Services Service Provider's personnel shall exercise the highest degree of care, skills and due diligence ordinarily expected from contractors engaged in the same type of undertaking. Service Provider further warrants that it shall continuously provide all necessary Service Provider personnel and shall ensure that Service Provider personnel are not replaced without the prior approval of Client to a suitable successor.
- 7.2. Service Provider warrants that all Service Provider personnel have sufficient qualifications and experience to perform their tasks safely, competently, and efficiently, and shall ensure that they are healthy, fit and suitable in every respect to perform the Services. Service Provider shall also ensure that all Service Provider personnel qualifications or experience levels meet or exceed any particular minimum standards or other requirements which are specified by Client. Service Provider shall supply Client with evidence of the qualifications, training, and experience of Service Provider personnel, and shall promptly submit any detailed information which is required by Client concerning Service Provider personnel in order to enable Client to review the information and notify Service Provider of approval/rejection.
- 7.3. Client may request Service Provider to remove any of its officer, employee or agent from performing the Services of either Service Provider or its Service Provider without offering any reason provided only that such request is not unreasonable. The person shall be removed forthwith at the expense of Service Provider and shall not be engaged on the Services again or on any other work of Client without prior Client's approval. Persons who have been removed from the Services shall immediately be replaced, if Client so requires, by other suitably qualified persons acceptable to Client.
- 7.4. Service Provider shall ensure that all Service Provider's personnel undergo any medical examinations required by the applicable jurisdiction or the provision of the Services and shall supply Client with relevant details of medical and/or health records for Service Provider personnel if required to do so by Client.
- 7.5. Service Provider shall provide Client with photocopies of passports, police clearances and any similar personal security documentation necessary to obtain Client identification cards and passes for Service Provider's personnel. Service Provider shall ensure that Service Provider's personnel carry such identification cards with them at all times when they are at the Place of Work or at any Client's premises.
- 7.6. Service Provider shall require its personnel to be law abiding, peaceful, and respectful of local cultural traditions.
- 7.7. Service Provider shall ensure that all Service Provider personnel have all necessary visas, sponsorship documentation, work permits, and other immigration requirements. Service Provider shall be responsible for payment of any fees and/or charges for Service Provider Personnel visa, sponsorship, work permit and similar documentation. If Service Provider so requests, Client will provide Service Provider with reasonable assistance to secure the foregoing requirements and all costs incurred by Client in the provision of such assistance will be to the Service Provider account.
- 7.8. Under the Terms of this Contract Service Provider shall be responsible to effect, at its own cost, with a reputable insurance company, insurance cover for its personnel including, but not limited to, personal injury, death, and third party liability.

8. Risk

The Service Provider shall bear the risk of damage to the Services until the Client issues the Certificate of Completion whereupon the risk shall pass to the Client or the Owner (as applicable).

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9. Certificate of Completion

- 9.1. When Service Provider considers that the Services has been performed and completed in accordance with the Contract, Service Provider shall notify Client accordingly.
- 9.2. Client shall proceed forthwith to determine whether the Services have been performed and completed in accordance with the Contract within sixty (60) calendar days of receipt of the above notification from Service Provider, after which Client shall either issue to Service Provider a Certificate of Completion or notify Service Provider that Client has found the Services or part thereof not to have been performed in accordance with the Contract specifying the defect in performance. Service Provider shall immediately undertake all actions necessary to remedy the defect so as to enable Client to issue a Certificate of Completion.
- 9.3. The issue of a Certificate of Completion by Client shall not relieve Client nor Service Provider from any obligations or liabilities under the provisions of the Contract or at law.

10. Warranties & Liability

- 10.1. The Service Provider warrants to the Client that:
 - 10.1.1. the Materials will be of satisfactory quality (within the meaning of that term under the laws of England & Wales) and fit for purpose (within the meaning of that term under the laws of England & Wales) for any purpose held out by the Service Provider or made known to the Service Provider in Writing at the time the Order is placed;
 - 10.1.2. the Works will be free from defects in design, material and workmanship;
 - 10.1.3. the Services and the Materials will correspond with any relevant Specification or sample;
 - 10.1.4. the Services and the Materials will comply with all statutory requirements and regulations relating to the performing of the Services;
 - 10.1.5. all Services shall be completed in a professional, workmanlike manner and in accordance with applicable specifications and good industry standards;
 - 10.1.6. the Services provided under the Contract will not infringe or violate any patents, trade secrets, trademarks copyrights or other rights of any third party;
 - 10.1.7. To the extent applicable, Service Provider will assign all express warranties of any manufacturer of the products for the benefit of Client;
 - 10.1.8. Service Provider will perform all Services with due diligence and efficiency and in accordance with good practices and accepted professional standards and meeting the intents and obligations outlined in and implied from the Contract; and
 - 10.1.9. Service Provider has satisfied itself as to the nature of the Services, the correctness and sufficiency of the rates and prices stated in the Contract, general and local conditions of the Place of Work and all other matters which could affect performance of the Services.
- 10.2. The Service Provider and the Client represent, warrant, agree and undertake to each other that:
 - 10.2.1. neither the Service Provider, any of its affiliates, owners, officers, directors, employees or other representatives at the date of the entering into force of the Contract, has offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so;
 - 10.2.2. neither the Service Provider, any of its affiliates, owners, officers, directors, employees or other representatives during the term of this Contract will perform any Prohibited Act, in relation to the performance of the Services under this Contract;
 - 10.2.3. neither the Client, any of its affiliates, owners, officers, directors, employees or other representatives during the term of this Contract will perform any Prohibited Act, in relation to the performance of this Contract;

- 10.2.4. both the Service Provider and the Client covenant that should it become aware of any Prohibited Act relating to the performance of this Contract, it shall promptly notify the other Party and shall cooperate in good faith with any concerns of such nature of which it may be notified by the other Party. Either Party may by written notice require the other Party to remove (or cause to be removed) anyone who is involved in the performance of this Contract, who in the reasonable opinion of the notifying Party, has committed or may be involved in the committing of a Prohibited Act;
 - 10.2.5. the Service Provider shall insure that the contracts with all its personnel and all subcontractors contain anti-bribery and anti-corruption provisions equivalent to sub provisions 10.2.1, 10.2.2 and 10.2.3; and
 - 10.2.6. Notwithstanding any limitation of liability in this Contract, either Party shall indemnify to the fullest extent possible and hold the other Party and its affiliates, owners, officers, directors, employees or other representatives during the term of this Contract harmless from and against any and all claims, actions, damages, losses, penalties, costs, and expenses, including court and legal fees, from which any of them may suffer or incur as a result of, or in connection with any Prohibited Act and non-compliance with this provision, by such Party or any of its affiliates, owners, officers, directors, employees, or other representatives.
- 10.3. Without limiting any other remedy, if any Services are not supplied or performed in accordance with the Contract, then the Client shall be entitled:
 - 10.3.1. to require the Service Provider to repair and/or re-perform the Services in accordance with the Contract within seven (7) days; or
 - 10.3.2. at the Client's sole option, and whether or not the Client has previously required the Service Provider to repair or re-perform of Services, to treat the Contract as discharged by the Service Provider's breach and require the repayment of any part of the Price which has been already paid;
 - 10.4. The Service Provider shall indemnify the Client in full to a maximum of the total PO value against all liabilities, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Client as a result of or in connection with:
 - 10.4.1. breach of any warranty given by the Service Provider in relation to the Services;
 - 10.4.2. Neither Party shall be liable to the other for indirect or consequential losses or damage of any nature whatsoever, including, but not limited to third party claims, lost management time, economic loss or other loss of business, production, revenue, profit, goodwill, loss of data and anticipated savings or tax mitigation or similar losses.
 - 10.4.3. any liability under applicable consumer protection legislation in respect of the Services;
 - 10.4.4. any act or omission of the Service Provider or its employees, agents or sub-contractors in supplying, delivering, installing and performing the Services; and
 - 10.4.5. any act or omission of any of the Service Provider's personnel in connection with the performance of the Services.
 - 10.5. Any action for breach of the Contract or claim brought by the Service Provider against the Client must be commenced no later than six (6) months after expiration or termination of the Contract and/or Order as applicable or the completion of the Services whichever is earlier (the "Claim Period"). If the Service Provider fails to bring such action within the Claim Period, then the Service Provider shall be deemed to have waived whatever rights it may have had in relation to such cause of action including all legal and equitable remedies.
 - 10.6. Neither the Service Provider nor the Client shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure is beyond that Party's reasonable control. Without limiting the

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foregoing, the following shall be regarded as causes beyond either Party's reasonable control:

- 10.6.1. Explosion, fire, flood, tempest, earthquake, cyclone, tornado, tsunami or other natural disaster or Act of God;
- 10.6.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 10.6.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 10.6.4. import or export regulations or embargoes;
- 10.6.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Service Provider or the Client or of a third party);
- 10.6.6. difficulties in obtaining raw materials, labour, fuel, parts or machinery; and
- 10.6.7. power failure or breakdown in machinery.

11. Suspension and Termination

- 11.1. The Client may cancel or amend the Order anytime for convenience upon providing thirty (30) days written notice to the Service Provider. In case the Client cancels the Order the Client's sole liability shall be to pay to the Service Provider the Price for the Services rendered by the Service Provider as at the date of termination less the Service Provider's net saving of cost arising from cancellation.
- 11.2. In addition to the provision outlined in clause 11.1 the Client may terminate the Contract by giving notice to the Service Provider at any time if:
 - 11.2.1. the Service Provider makes any composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters into administration or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction), or a moratorium comes into force in respect of the Service Provider (within the meaning of applicable insolvency legislation); or
 - 11.2.2. an encumbrance takes possession or a receiver is appointed over any of the property or Service Provider's assets; or
 - 11.2.3. the Service Provider ceases, or threatens to cease, to carry on business; or
 - 11.2.4. the Client reasonably apprehends that any of the events mentioned above is about to occur in relation to the Service Provider and notifies the Service Provider accordingly.
- 11.3. Notwithstanding anything to the contrary the Buyer shall have the right at its sole discretion to suspend all or part of the Order at any time subject to delivering to Supplier a notice of suspension in Writing. Said suspension shall take effect from the date of reception of the written notice sent by the Buyer to the Seller (the "Reception Date") and the Seller shall temporarily stop the execution of the affected Order. For the avoidance of doubts during the suspension the obligations arising from the Order shall be suspended only with regards to the provision of the Goods, while those relating to confidentiality, insurance, patents and custody of Goods shall remain in full force and effect.
- 11.4. The implementation of the Order shall be resumed by the Seller upon receiving a notice in Writing from the Buyer. If, subject to receiving the said notification, the Seller refuses to resume the implementation of the Order, the Buyer shall have the right to terminate the Contract. Buyer shall also have the right to terminate the Contract in case Seller suspends the Order without providing Buyer with a legitimate reason accepted by the Buyer.
- 11.5. If the suspension of the Order, in the absence of Seller's default, is prolonged for more than ninety (90) days from Reception Date, the Parties shall agree upon the basis of continuation of the Order or if such a continuation proves to be impossible, the Contract will automatically be terminated.

12. Announcements and Confidentiality

- 12.1. The Service Provider shall not disclose the existence of this Contract without the consent of the Client, which consent will not be unreasonably withheld.
- 12.2. For a period of five (5) years from receipt, the Service Provider shall treat as confidential, confidential information belonging to the Client which is disclosed to or obtained by the Service Provider

as a result of the discussions and negotiations leading to this Contract or of its implementation / performance. Confidential information includes but is not limited to non-public information which the Client designates as being confidential or which under the circumstances surrounding its disclosure or by virtue of its nature ought to be treated as confidential by the Service Provider ("Confidential Information").

- 12.3. The obligations of non-disclosure and confidentiality shall not extend to the Service Provider in respect of anything which:
 - 12.3.1. is in the public domain other than as a result of a breach of these obligations;
 - 12.3.2. was in the Service Provider's records prior to the date of this agreement; or
 - 12.3.3. is required to be disclosed under a legal or regulatory duty.
- 12.4. It is understood that the Service Provider will inform its officers and personnel of the confidential nature of the Confidential Information and will require them to be bound by the terms of this clause or to obligations equivalent to those stated herein and not to disclose Confidential Information to any other person.
- 12.5. The Service Provider acknowledges that while its personnel are working at the Client's premises they might be exposed to information about the business and functions of the Client and of its regulated businesses which amounts to a trade secret, is confidential or is commercially sensitive. Service Provider's personnel might also be exposed to information that is provided by regulated businesses to the Client in the course of carrying out its functions. Such confidential information may not be readily available to the business community, the press or the general public and if disclosed will be liable to cause significant harm to the Client or its regulated businesses and, in the case of information provided to the Client by its regulated businesses, disclosure may constitute a criminal offence. Accordingly the Service Provider shall not under any condition share any information, documents, reports, or conversations whether made or not made available to Service Provider directly and/or indirectly through hearing and/or reading.
- 12.6. All Materials, including documents, drawings, Specifications and tools, furnished or paid for by Client shall remain the exclusive property of Client. All documents, drawings, and Specifications shall be considered confidential and not disclosed to any third party. All materials shall be returned to Clients upon Service Provider's completion of its obligations under the Order. Service Provider assumes all liability for loss or damage of such Materials, excluding normal wear and tear.

13. General

- 13.1. The Client is a member of the group of companies whose holding company is Arabian Company for Water and Power Projects (ACWA Power Projects), and accordingly the Client may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Client.
- 13.2. The Order is personal to the Service Provider and the Service Provider shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- 13.3. A notice required or permitted to be given by either Party to the other under these Terms shall be in Writing addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the Party giving the notice.
- 13.4. No waiver by the Client of any breach of the Contract by the Service Provider shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.5. The failure by the Client, whether or not deliberate, to exercise a right or to insist on the precise performance of this Contract, or its delay in doing so, shall not affect its future exercise or enforcement of rights.
- 13.6. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 13.7. Unless expressly stated otherwise in these Terms, this Contract

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- shall be governed by the laws of laws of the jurisdiction of the Client.
- 13.8. The Service Provider shall at all relevant times maintain, at its own cost, such insurance cover (with a reputable international insurer) as is best practice in its business sector and is appropriate (both in scope and quantum of cover) to the value and nature of this Contract and the risks inherent in its performance, including but not limited to, personal injury, death, third party liability.
- 13.9. The Service Provider agrees to provide the Client with a certificate of insurance evidencing the insurance coverage referred to in Clause 13.8 if requested by the Client.
- 13.10. Service Provider shall adhere to any HSE standards prescribed by regulations, law or the Client. Any written notice by Client to (re)align with those HSE standards shall be acted upon by the date specified in that notice. The Service Provider shall take whatever action that may be necessary on its part such that its deputed personnel and subcontractors are provided with a workplace that is free from recognized hazards that are likely to cause death or serious physical harm and are able to perform the Services in a safe manner, in accordance with HSE standards as prescribed by regulations, law, or the Client. The Service Provider shall provide all its deputed personnel with appropriate personal protective equipment, during the performance of the Services at project sites at its own cost and as advised by the Client. Service Provider shall notify Client immediately of any accidents, incidents, impending or actual stoppages of work, industrial disputes or other matters which are likely to affect the rendering of the Services, the interests or other operations of Client and/or the Owner.
- 13.11. The Service Provider shall provide Material Safety Data Sheet (MSDS) for all chemical that his employees will be using at site. And the employees must show understanding for those MSDS before conducting the work.
- 13.12. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, nor authorize either Party to make or enter into any commitments for or on behalf of the other Party.
- 13.13. These Terms constitute the entire terms for the rendering of Services and shall not be modified except in Writing. These Terms supersede all prior agreements, arrangements or understandings whether in writing or otherwise between the Parties.
- 13.14. A provision which either in its terms or from its intent is to survive termination of this Contract shall remain in force however the termination occurs.
- 13.15. Service Provider agrees not to use the name of Client or disclose the existence of the PO in any advertising, promotion or other written or oral disclosure without the prior written consent of Client.
- 13.16. Except where it is expressly provided that Client shall provide an item of materials or equipment, Service Provider shall provide all materials, equipment and all other things necessary for performance of the Services, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the PO. Materials, tools and equipment or parts thereof provided by Service Provider for which there is no detailed specification included in the PO shall be fit for their intended purpose and of best quality and workmanship. Service Provider shall be fully responsible for all repairs, maintenance, overhaul and servicing of all tools and equipment provided by Service Provider.
- 13.17. The Service Provider shall commence the work by the commencement date and complete it by the completion date pursuant to the Order.
- 13.18. Service Provider shall provide uniforms (including footwear), plus provide name tag to be worn by Service Provider personnel in performance of their respective duties under this Contract.
- 13.19. **Third Party's Rights Act 1999**
The Parties to this Agreement do not intend that any term of this Agreement should be enforced, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement and the application of the Third party's Rights Act is expressly excluded.
- 13.20. **Dispute Resolution**
- 13.20.1. In the event of any dispute arising out of or in connection with the validity, construction, performance or termination of the Contract, which cannot be resolved by an amicable settlement between the Buyer and the Seller, the Parties agree to submit the matter to settlement proceedings under the ICC Alternative Dispute Resolution Rules ("ADR Rules"). If the dispute has not been settled pursuant to the said ADR Rules within 45 days following the filing of a Request for ADR or within such other period as the Parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed pursuant to the said Rules of Arbitration. The arbitration shall take place in jurisdiction of the Client's choice. The language of the arbitration shall be English. The arbitration decision shall be final and binding on the Buyer and the Seller.
- 13.20.2. This Contract and any dispute, controversy, proceedings or claims of whatsoever nature arising out of or relating to this Contract shall be governed by and construed in accordance with the laws of the jurisdiction of the Client ("Governing Law").