



## Oman Oil Industry Supplies and Services LLC – Terms and Conditions of Purchase and Service Order

### **1. OOISS Definitions and RFQ/PO Instructions to Bidders for RFQ, PO & PC**

- 1.1 OOISS is the brand name of Oman Oil Industry Supplies & Services Co. LLC (Commercial Registration Number 1003577).
- 1.2 Bidder is Company responding to this RFQ with a Quotation. Bidder is requested to acknowledge receipt of this RFQ by return email to the Procurement Officer who issued the RFQ.
- 1.3 Seller/Contractor. For the purposes of this document Seller and Contractor shall mean the party that is contracted to OOISS.
- 1.4 Purchase Order, Service Order, Contract and Agreement shall mean the same.
- 1.5 Scope of Supply and/or Services shall be attached separately (if applicable).
- 1.6 Party means either of OOISS or the Seller/Contractor and Parties means both of them together.
- 1.7 Price means the price as more particularly described in the Service Order to be paid by OOISS to the Contractor.
- 1.8 Registration Requirements. Unless otherwise agreed by OOISS, Bidder must be registered with OOISS as an approved Seller for the materials / services to be offered by their Quotation. If Bidder is not registered, the registration forms are available from OOISS Procurement & Contracting Dept. Bidders may contact the Procurement Officer who issued the RFQ to arrange to collect the forms. These forms must be completed and submitted by Bidder not less than 10 days before the Submission Date of this RFQ. Bidders must sign OOISS's Confidentiality Declaration or Non-Disclosure Agreement, (NDA) as directed by the Procurement Officer and submit with the Seller registration forms or the Quotation.
- 1.9 Quotation. Bidder shall submit its Quotation by completing the necessary sections of the enclosed OOISS RFQ only. Bidder may only indicate deviations relating to the subject matter of the RFQ by clearly indicating where the Quotation differs from the RFQ requirements and any proposed amendments. However, OOISS is not obliged to accept any deviations. Bidder shall provide the complete breakdown of pricing required. The Quotation and any resultant Purchase Order/Service Order shall be governed by OOISS General Conditions for Purchase and Minor Services, attached below, and OOISS may not accept any changes to these General Conditions of the Purchase Order for Purchase and Minor Services. Bidder must submit two signed copies of the Purchase Order with all sections duly completed. Submitting a Quotation in any other format may result in Bidder's Quotation being rejected at OOISS's sole discretion.
- 1.10 Acceptance. Acceptance by OOISS will be confirmed by the issuance of a Purchase Order/Service Order within the Quotation validity period which shall be binding. One countersigned copy of the Purchase Order/Service Order may be returned to the Bidder.
- 1.11 Clarifications. If Bidder requires any further information or clarification regarding this RFQ then a request for clarification shall be sent in writing to the Procurement Officer who issued the RFQ and whose name and email is stated above.
- 1.12 Regrets. If Bidder is not in a position to submit a Quotation, Bidder is requested to confirm by email to the Procurement mail.
- 1.13 Advance Payment Bond. If OOISS agrees to an Advance Payment, then it will be on condition that the successful Bidder submits an Advance Payment Bond in accordance with the General Conditions Applicable for Procurement of Goods and Services and in the exact format detailed in Appendix 3. If an Advance Payment for supply of Goods or Services is agreed then an Advance Payment Bond and or Bank Guarantee from a registered bank in the Sultanate of Oman, acceptable to OOISS, in an amount equal to the Advance Payment shall be submitted by the Seller/Contractor to OOISS. Submission of any Advance Payment Bond or Bank Guarantee from a registered bank outside of the Sultanate of Oman shall be pre-approved by OOISS prior to submission.
- 1.14 Submission of Quotation. The date, method and location for submitting the Quotation will be indicated on the front page of the RFQ. Any Quotation received after this date & time will be rejected or accepted at OOISS's sole discretion.
- 1.15 No Obligation. OOISS is not obliged to accept the lowest priced Quotation or any Quotation. OOISS is not obliged to provide any reasons for rejecting any Quotation. OOISS may, at its sole discretion, reduce or increase the quantity ordered or split orders between Bidders.



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1.16 Extension. Bidder must request any extension of time not less than 48 hours before the Submission Date. OOISS may or may not agree to award an extension at its sole discretion.

1.17 Validity. Bidder's Quotation shall be valid for not less than ninety (90) days from the Submission Date.

1.18 Tax means any and all net income, gross income, gross receipts, sales, use ad volorem, transfer, franchise, net worth, profits, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, real property taxes and fees, customs, duties or other taxes, fees, assessments levies, charges or other impositions of any kind whatsoever or obligatory charge of like or equivalent nature, together with any interest thereof and any and all penalties, additions to tax, or additional amounts with respect thereto, imposed by or on behalf of any Governmental Authority.

### **2.0 General Conditions Applicable for Procurement of Goods and Services**

2.1 Payment. The Price of the Goods and/or Services shall be the amount set out in the Purchase/Service Order. The Price is the total amount due to be paid by OOISS to the Seller in respect of satisfactory performance by the Seller/Contractor of its obligations under this Purchase/Service Order. The Price is inclusive of amounts in respect of any applicable taxes duties or similar charges and for Goods includes the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by OOISS. All costs associated with preparation of Seller's/Contractor's bid, quotation, development of offer or related to this Purchase/Service Order are for Seller's/Contractor's account. Any legalization costs for packaging and documentation including Material Test Certificates or Conformance Certificates are for Seller's account. The Seller may invoice OOISS for the Goods on or at any time after the completion of delivery. The Contractor may invoice OOISS for the Services performed on or at any time after Completion or as set out in the Scope of Services. Seller shall submit following documents for payment: Invoice; PO / PC copy; and Proof of delivery / service completion report.

2.2 OOISS shall pay undisputed and correctly rendered invoices from the Seller/Contractor within forty-five (45) days of the later of either receipt of the invoice or Completion of the Services or to acceptance of the Goods, as the case may be. Payment shall be made to the Contractor's bank account. In the event of a dispute over all part of an invoice, OOISS shall pay the undisputed part in accordance with this Clause and the Parties shall discuss in good faith to resolve the disputed part. OOISS may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Seller/Contractor against any amounts payable by it to the Seller/Contractor under this Purchase/Service Order.

2.3 Audit Rights. OOISS shall have the right, to inspect and audit any of Seller's/Contractor's records, including data stored on computers, books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind in connection with this Purchase/Service Order and/or Goods and all transactions related thereto as may be necessary in the opinion of OOISS to verify that the requirements of this Purchase/Service Order are being met and shall have access to all information relating to the rates and prices as may reasonably be required to verify payments made to or by Seller/Contractor under or pursuant to this Purchase/Service Order. Such inspections and audits may be carried out by OOISS in respect of this Purchase/Service Order at any time until expiry of twenty-four (24) months from the end of the calendar year in which this Purchase/Service Order is terminated or completed. OOISS shall use all reasonable endeavours to conduct any such inspections and audits in a manner which shall result in a minimum of inconvenience to Seller/Contractor.

2.4 Liability & Indemnity. The Seller/Contractor shall indemnify OOISS against all liabilities, costs, expenses, damages and losses (including but not limited to any direct losses and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by OOISS arising out of or in connection with: a) any claim made against OOISS for actual or alleged infringement of a third party's IP Rights arising out of, or in connection with, the supply or use of the Goods; b) any claim made against OOISS by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Purchase/Service Order by the Seller/Contractor, its employees, agents or subcontractors; and c) any claim made against OOISS by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Seller/Contractor or Manufacturer, its employees, agents or subcontractors. The Seller/Contractor shall indemnify OOISS from and against all claims, liabilities or losses arising by reason of the following if connected with the performance of this Purchase/Service Order: a) all injury to, death, or illness of persons in the Supplier Group; and b) all damage to or loss of property of the Supplier Group, even if caused by the negligence or fault of the OOISS Group or any other person. The Seller/Contractor shall indemnify OOISS from and against all claims, liabilities or losses arising by reason of the following if connected with the performance of this Contract: a) all injury to, death, or illness of third parties; and b) all



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damage to or loss of third parties' property, to the extent caused by the negligence or fault of the Supplier Group, even if contributed to by the joint or concurrent negligence or fault of the OOISS Group or any other person; provided that, in the event of joint or concurrent negligence or fault of the Supplier Group and the OOISS Group, the Supplier's indemnification obligation shall be limited to the Supplier Group's proportionate share of such negligence or fault.

OOISS shall indemnify the Seller/Contractor from and against all claims, liabilities or losses arising by reason of the following if connected with the performance of this Purchase/Service Order: a) loss of or damage to OOISS's property, except that nothing in this clause will in any way limit Seller/Contractor's obligations to remedy defects, whether owned, leased or otherwise obtained under arrangements with financial institutions arising from or related to the performance of this Purchase/Service Order; b) Personal injury including death or disease to any person who is an employee of OOISS arising from or relating to the performance of this Purchase/Service Order; c) subject to any other express provisions of this Purchase/Service Order, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by OOISS's negligence or breach of duty (whether statutory or otherwise).

2.5 Consequential Loss shall mean: Consequential loss; and/or loss of production, loss of product, loss of use, loss of business and business interruption and loss of revenue, profit or anticipated profit whether direct or indirect arising from or related to the performance of this Purchase/Service Order, whether or not such losses were foreseeable at the time of entering into this Purchase/Service Order. Except to the extent of any agreed remedies expressly provided for in this Agreement but notwithstanding anything else to the contrary in this Agreement, neither OOISS nor Contractor shall be liable to the other for any Consequential Loss which may be suffered by the other in connection with this Agreement.

2.6 Applicable Law and Dispute Resolution. The laws of England and Wales shall govern the construction, validity and performance of this Purchase/Service Order. Unless otherwise agreed, any dispute arising out of or in connection with this Purchase/Service Order which cannot be resolved to the mutual satisfaction of the Parties then the Parties hereto agree to submit to the jurisdiction of the courts of Oman to resolve any matter in dispute.

2.7 Force Majeure. Except as may be specifically otherwise provided in this Purchase/Service Order, neither Party shall be liable for delays in performance or for non-performance directly occasioned or caused by Force Majeure. Force Majeure means Acts of God, war (declared and undeclared), riots, civil commotion, revolution, hostilities, epidemics, blockades, nuclear hazards, extreme weather conditions, acts of any Government causing a political embargo or other political restraint adversely affecting the freedom to transact business with or in the Sultanate of Oman and any other similar cause or of equivalent force occurring within the Sultanate of Oman which is beyond the control of the Parties, unavoidable and which could not reasonably be foreseen and which renders impossible the fulfilment of a particular term of this Purchase/Service Order. Strikes, lockouts or differences with workers which are limited to Seller/Contractor's personnel or those of Seller/Contractor's sub-Seller/Contractors and inability of either Party to secure funds shall not be regarded as Force Majeure.

2.8 Assignment and Sub-Contracting. Seller/Contractor may not assign, subcontract or transfer any part of this Purchase/Service Order or the obligations of Seller/Contractor under or related to this Purchase/Service Order without the prior written approval of OOISS. Approval by OOISS of a sub-contractor shall not relieve Seller/Contractor from its responsibility for performance of the part of this Purchase/Service Order that is subcontracted.

2.9 Confidential Information. All information obtained by Seller/Contractor for or in connection with this Purchase/Service Order and Seller/Contractor's supply of the Goods/Services shall be considered confidential and shall not be used by Seller/Contractor other than for the purposes of supplying the Goods/Services, or divulged by Seller/Contractor, its servants or agents to any person, firm or corporation other than OOISS's designated representative.

The foregoing restrictions shall not apply to any information disclosed by OOISS to Seller/Contractor which: a) At the time of disclosure is in the public domain, or b) After disclosure becomes part of the public domain, or c) Seller/Contractor can show was rightfully in its possession at the time of disclosure without limitation or restriction as to use or disclosure, and was not acquired directly or indirectly from OOISS, or d) Seller/Contractor rightfully receives from any third party who did not receive such information directly or indirectly from OOISS with limitation or restriction as to use or disclosure.

2.10 Termination. In the event of Seller/Contractor's failure to perform or other breach of this Purchase/Service Order, OOISS shall have the right to terminate this Purchase/Service Order forthwith without being first obliged to seek any remedy by Seller/Contractor. Termination under this clause shall be at no extra cost to OOISS. OOISS reserves the right to terminate this Purchase/Service Order at any time by giving Seller/Contractor written notification specifying the date of termination. OOISS shall pay Seller/Contractor for Goods satisfactorily delivered and accepted and Services satisfactorily performed and accepted up to



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the date of termination and other reasonable associated direct costs incurred in complying with OOISS's instructions. In no event shall Seller/Contractor be entitled to any prospective profits or any damages resulting from such termination.

2.11 Costs. Each Party shall pay its own costs incurred in connection with the negotiation, preparation, execution and performance of this agreement and any documents referred to in it. x it is in writing and signed by the Parties (or their authorised representatives).

2.13 Waiver. No failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

2.14 Language. This Purchase/Service Order is drafted in the English language. If this Purchase/Service Order is translated into any other language, the English language version shall prevail.

2.15 Notices. A notice given to a Party under or in connection with this Purchase/Service Order shall be in writing and sent to the Party at the address or to the fax number given in this Purchase/Service Order or as otherwise notified in writing to the other Party. Any notice given under or in connection with this Purchase/Service Order shall be in the English language. All other documents provided under or in connection with this agreement shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language version shall prevail unless the document is a constitutional, statutory or other official document.

2.16 Anti-Bribery and Corruption. A Person shall be defined as a third party including, but not limited to: government officials (including directors, officers and employees of government owned and/or controlled entities); any director, officer or employee of OOISS or its subsidiaries, or their relatives; any candidate for public office; or any agents or intermediaries of any of the foregoing. The Seller/Contractor agrees and confirms that, in connection with the award or execution of the Purchase/Service Order, and any and all transactions contemplated by this Purchase/Service Order, it will fully comply with all applicable legislation relating to anti-bribery and anti-corruption, including, but not limited to, Royal Decrees (including: Royal Decree 7 of 1974 promulgating the Oman Penal Code; Royal Decree 112 of 2011 promulgating the Law of the Protection of Public Funds and Avoidance of Conflicts; and Royal Decree 64 of 2013 ratifying the United Nations Convention Against Corruption), regulations, ministerial directions and orders of the Sultanate of Oman. The Seller/Contractor agrees and confirms that it, and each of its affiliates, and their respective directors, officers, employees, agents and any other person acting on its, or their, behalf has not, and will not, directly or indirectly, make, offer, authorise, promise, mediate or become any way involved in a payment or transfer of anything in value, including the provision of any advantage or any showing or providing favour or disfavour to anybody, or any service, gift, entertainment, promise, reward, rebate, discount, contribution, commission, incentive, inducement, to any Person which is intended to be, or could reasonably be construed or perceived as being, an inducement or reward for that Person doing or not doing any act, or promising to do or not to do any act. The Seller/Contractor agrees and confirms that, in connection with the award or execution of the Purchase/Service Order, and any and all transactions contemplated by this Purchase/Service Order, it has and will apply effective anti-bribery and corruption reporting and disclosure controls and procedures and has and will maintain internal accounting systems that are sufficient to show, in reasonable detail, all transactions undertaken in relation thereto. Without prejudice to any other rights that the Seller/Contractor may have under law or otherwise, should the Seller/Contractor be considered to be in breach of any of the above provisions, OOISS may, upon written notice, immediately disqualify the Seller/Contractor from bidding, quoting, tendering, applying for or otherwise entering into the proposed Purchase/Service Order or terminate this Purchase/Service Order (as the case may be) and refuse to allow the Seller to bid, quote, tender, apply or enter into any further or future Purchase/Service orders, contracts or agreements with OOISS. The Seller/Contractor shall defend, indemnify and hold OOISS harmless from and against any and all claims, damages, losses, penalties, costs and expenses arising from or related to, any breach of its commitments in this clause. This indemnity obligation shall survive termination or expiration of this Purchase/Service Order.

2.17 Business Ethics. In connection with Seller/Contractors performance of this Purchase/Service Order, Seller/Contractor undertakes that it will undertake and agree to act consistently with and to adhere to the principles of OOISS's General Business Principle in connection with Seller/Contractor's performance of this Purchase/Service Order. Failure to comply with this provision may constitute a Material Default giving rise to termination.

2.18 IP / Software. Where, as part of the performance under this Agreement, Contractor/Seller provides licensed software, Contractor/Seller shall provide OOISS with a non-exclusive license to use the software solely for OOISS's operational purposes. OOISS agrees to defend, indemnify and hold harmless Contractor from all damages and third party claims causes of action or damage arising from unauthorized use of the licensed software.



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2.19 HSE. Contractor/Seller shall ensure that all personnel required to enter OOISS's offices or sites in connection with this Agreement shall observe OOISS's Health, Safety and Environmental policies and regulations and OOISS's work site specific safety rules and policy. In particular, the rules for Personal Protective Equipment (PPE) will be followed. Any required PPE shall be provided by Contractor to its personnel at no additional cost to OOISS.

Contractor/Seller shall ensure that all Goods delivered under this Purchase/Service Order shall be using vehicles suitable for the purpose of delivering the Goods, and shall at a minimum be registered commercially and include the insurances required under Omani law for commercially registered vehicles. OOISS shall be entitled to reject the Goods, or the delivery thereof, if delivery is attempted in privately registered vehicles.

2.20 Patent Rights. Contractor/Seller shall release, defend, indemnify and hold OOISS harmless against all claims, liabilities, damages, losses, costs and expenses (including lawyers' fees) concerning infringement or alleged infringement of any patent, registered design, trade mark, service-mark, copyright or other intellectual property rights which may arise from anything done by or for Contractor/Seller in relation to the Services performed or Goods supplied under the Service Order/Purchase Order.

2.21 Title and Risk. Title and risk in any Goods or Services provided as part of the Contract shall pass to OOISS on Completion.

2.22 Progress Checks, Inspections and Tests. OOISS shall be entitled to inspect the Goods or Services and any work thereon and to carry out any tests as it may require before delivery or acceptance. Seller/Contractor shall afford OOISS's representative every facility for such purposes, including access to

Contractor's site at all reasonable times. Any such inspection or tests shall not in any way relieve Seller/Contractor from any of its obligations under the Agreement.

2.23 Drawing and Technical Data. Contractor must comply with all general and specific requirements relating to drawings and technical data as set out in Purchase Order/ Purchase Contract. Any deviation from or modification to specifications of the Goods or Services as set out in Purchase Order/ Purchase Contract is subject to OOISS's written approval. Seller/Contractor shall, when requested by OOISS, provide drawings and technical data for approval and/or record purposes. Any such approval shall not imply that OOISS is responsible for the accuracy of any drawings or technical data other than its own.

2.24 Tax matters. The Seller/Contractor shall be responsible for reporting, filing, and payment of any taxes, duties, charges, or fees (and any related fines, penalties, or interest) imposed directly or indirectly on the Contractor or the Contractor's employees and agents, as a result of the delivery of the Scope of Work to OOISS in accordance with the provisions of this Agreement. The Contractor shall pay all taxes properly and lawfully assessed or imposed by any competent authority having jurisdiction in connection with the delivery of the Scope of Work to OOISS in accordance with the provisions of this Agreement. OOISS shall have no liability whatsoever to pay any taxes except any taxes properly assessed by any competent authority as being payable by OOISS in relation to this Agreement. The Contractor shall indemnify and keep indemnified OOISS against all liabilities incurred by OOISS as a consequence of breach by the Contractor of any of the obligations under or in relation to this clause and all actions, proceedings, claims, damages, charges, costs and expenses whatsoever in relation thereto.

2.25 Withholding Tax Deductions. The Seller/ Contractor shall be responsible for assessing and taking into account in its Price, the Contractor's potential tax liability, including withholding tax liabilities, based on current Omani law and the Contractor's plans for executing the Agreement. In the event that withholding tax is applicable in connection with the delivery of the Scope of Work by the Contractor to OOISS in accordance with the provisions of this Agreement, the Contractor must: a) clearly separately specify which services are subject to withholding tax and which ones are not; and b) separately invoice charges for works or services which are subject to withholding tax. In the event that OOISS determines, in line with OOISS's interpretation of Omani legal requirements, that withholding tax is applicable then OOISS will withhold, from sums otherwise due to the Contractor, amounts required by applicable law to be withheld and paid to the appropriate taxing authorities, and shall provide to the Contractor all receipts for payment of the amounts. It shall be the Contractor's responsibility to provide to OOISS written confirmation from the Ministry of Finance, Secretariat General for Taxation in order to verify that withholding tax is not applicable.

### **General Conditions Applicable for Procurement of Goods Only (Purchase Orders)**

3.1 Purchase Order means the contract between OOISS and the Seller for the sale and purchase of the Goods in accordance with the following documents which are to be read and construed in the following order of priority: a) Purchase Order; b) Particular Conditions; and then c) General Conditions.

3.2 Delivery Period means the date(s) on which the Goods must be delivered as set out in the Purchase Order.



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3.3 Delivery Location means the location specified by OOISS for the Goods to be delivered as set out in the Purchase Order.

3.4 Goods means the goods as more particularly described in Purchase Order.

3.5 The Contract. OOISS agrees to buy and the Seller agrees to sell and deliver the whole of the Goods to OOISS in accordance with the terms of this Purchase Order.

### 3.6 Seller's Obligations

3.6.1 Delivery. Seller expressly agrees that time is of the essence for delivery of the Goods. Seller shall inform OOISS well in advance about the planned delivery of goods. If the Seller requires OOISS to return any packaging material to the Seller, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Seller at the cost of the Seller. The Seller shall deliver the Goods: a) On the Delivery Date; b) To the Delivery Location; and c) During OOISS's normal business hours, or as instructed by OOISS; d) in accordance with the INCOTERMS set out in the Purchase Order.

Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location. Documents required for custom clearance and delivery of goods: Airway bill or bill of lading; Invoice; Packing list; and Certificate of Origin.

3.6.2 If the Seller: a) Delivers less than [95] % of the quantity of Goods ordered, OOISS may reject the Goods; or b) delivers more than [105] % of the quantity of Goods ordered, OOISS may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Seller's risk and expense. If the Seller delivers more or less than the quantity of Goods ordered, and OOISS accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods. The Seller shall not deliver the Goods in instalments without OOISS's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Seller to deliver any one instalment on time or at all or any defect in an instalment shall entitle OOISS to the remedies set out in the Contract.

3.6.3 Supply & Packing Conditions. The Seller shall ensure that: a) The Goods are properly packed and secured in such a manner as to enable them to reach the Delivery Location in good condition; and b) each delivery of the Goods is accompanied by a delivery note which shows the date of this Purchase Order, this Purchase Order number (if any), the type and quantity of the Goods (including the appropriate code number of the Goods to enable Custom Duty exemption, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered, together with any further information required as set out in the Purchase Order. Packets / boxes / other packaging must clearly show Purchase Order number and OOISS delivery location. Material Test Certificate or Conformance Certificate must be supplied by Seller to OOISS on or before Delivery for the items indicated in the Purchase Order. All chemical and catalyst packages shall include: a) The appropriate "HAZARD TYPE" and "HAZARD RATING LABEL" in bold letters; b) A lot number; c) Month & year of manufacture; d) Material expiry date of the product; e) Material Safety Data Sheet (MSDS); f) Certificate of quality. Seller must state country of origin of Goods. Seller must state the appropriate international code (M.S. Code) for customs exemptions. Seller must specify weight, physical dimensions, size, sea or air worthy packing and all other relevant information relating to the delivery of Goods. All material delivered under the Incoterm DDP OOISS's facility shall be delivered in open top trucks / vehicles and not in closed containers.

3.6.4 Shelf Life Conditions. The Seller shall ensure that as of the later of the date of the delivery of the Goods or the Goods are made available for OOISS (or its nominated freight forwarder's collection), the Goods shall have passed no more than 25% of the shelf life recommended by the original manufacturer for the Goods delivered. OOISS at its sole discretion, shall be entitled to reject the material for any failure to deliver the Goods in accordance with the specification set under this Clause.

3.6.5 Acceptance and Defective Goods. After delivery of the Goods, OOISS shall have a period of fifteen (15) days to inspect the Goods and to carry out any testing to confirm that the Goods have been supplied and delivered in accordance with this Purchase Order. Upon satisfactory inspection of the Goods OOISS shall provide written confirmation to the Seller to confirm that the Goods have been accepted. If OOISS fails to provide written confirmation of acceptance of the Goods within seventeen (17) days of receipt of the Goods in OOISS's facilities in the Sultanate of Oman, then the Goods will be deemed to have been accepted. If at any point, including for a period of eighteen (18) months after acceptance of the Goods or, in the case of plant and equipment, after twelve (12) months of the date of commissioning, whichever expires first, OOISS discovers that any or all of the Goods do not conform with their description or contain any defect then OOISS shall be entitled to reject the whole or any part of the Goods by notice to the Seller. On receipt of notice and at the option of OOISS the Seller shall either: a) Replace any or all of the Goods which do not conform with their description or which contain a defect; or b) Reimburse OOISS the whole or any part of the Price which was paid by OOISS to Seller and which relates to the rejected Goods. Any





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defective or rejected Goods identified in a notice pursuant to this Clause 3.6.4 shall be collected and removed by the Seller within two weeks of the notice. All costs associated with the collection and removal of any defective or rejected Goods are for the Sellers account.

3.6.6 Insurance. Without in any way limiting or detracting from the Sellers liabilities under this Purchase Order or the Law, the Seller shall, at its own cost and expense, take out and maintain for the duration of the Sellers liability under and in respect of this Purchase Order and the relevant insurances as appropriate, issued by a reputable insurance company with a Best's Issuer Credit Rating of A+ or better in the Sultanate of Oman and reasonably acceptable to OOISS.

3.6.7 Penalties (Late Delivery). If specified in the Purchase Order and without prejudice to OOISS's other rights and remedies under the Purchase Order or at law, Seller shall become liable to pay OOISS an amount equal to 0.3 % of the total Purchase Order Value as defined in the Purchase Order for every day or part thereof by which the Delivery Date specified in the Purchase Order is exceeded for any reason whatsoever, except for reasons attributable to failure of OOISS to comply with the Purchase Order, up to a maximum of 10% of the total Purchase Order Value, or as amended and specified in the Purchase Order.

If part of the Goods are delivered or can be put into useful operation the amount specified above shall be reduced proportionally. The amount Seller is liable to pay to OOISS hereunder shall become due immediately the Goods are not delivered on the Delivery Date specified in the Purchase Order, without any notice or judicial intervention being required, and may be recovered by deduction by OOISS from Seller's invoices. In the event a delay is caused by the gross negligence or willful of Seller no limitation as set out herein shall apply.

### **4. General Conditions Applicable for Provision of Services Only (Service Orders)**

4.1 Agreement or Service Order means the contract between OOISS and the Contractor for the provision of Services in accordance with the following documents which are to be read and construed in the following order of priority: a) Service Order; b) Particular Conditions; c) General Conditions; and then d) Scope of Services.

4.2 Commencement Date shall be as set out in Service Order.

4.3 Completion means completion of the entire Services.

4.4 Place for Performance means the location specified by OOISS for the Goods to be delivered as set out in the Form of Agreement.

4.5 Services means the services or work as more particularly described in the Scope of Services. #Work# or #Works# shall all have the same meaning as Services

4.6 Purchase Order means an order issued in writing by OOISS at any time during the Service Order instructing the Contractor to perform the Services specified in the order within the time frame specified in the order. If the term Call Off, Call-Out, Job, Job Order, Work Order or similar terms appear in the Service Order, they shall have the same meaning as Purchase Order, unless the context requires otherwise.

4.7 Scheduled Completion Date means the date as set out in the Service Order and or Scope of Services by which Contractor shall reach Completion.

4.8 Warranty Period means the period from the commencement of the Services up to one hundred and eighty days (180 days) after Completion during which time Contractor shall remain liable for the correction of any defects in the Services.

4.9 The Contract. OOISS requires the Services to be performed and the Contractor has agreed to perform the Services on the terms and conditions set out in this Service Order.

4.10 Scope of Services. Contractor shall provide to OOISS the Services set out in Annex 3 (as that Annex may be amended from time to time by written agreement between the Parties).

4.11 Performance of Services and Warranties. Contractor shall exercise all reasonable skill, care and diligence in the performance of the Services and shall ensure that its staff exercises all reasonable skill, care and diligence. Contractor warrants that its staff involved in the provision of the Services will have the requisite experience, qualifications and training to perform the Services in



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accordance with applicable industry practice, in a workman like manner and which is reasonably satisfactory and acceptable to OOISS.

4.12 Contractor shall be liable to replace, at no cost to OOISS, within a reasonable time, any staff that OOISS reasonably considers do not have the ability to adequately perform the Services or who have refused to comply with OOISS's reasonable instructions in respect of their conduct. Such staff shall be removed from the assignment within 24 hours of OOISS issuing such instruction. The Services will be performed at the location(s) specified in the Service Order. The Contractor shall ensure that its personnel shall: a) Comply with all health, safety and environmental rules and regulations applicable at the location of the Services; b) Comply with any instructions issued by OOISS relating to health, safety or the environment at the location of the Services; and c) Perform the Services in a safe and efficient manner and in accordance with any of OOISS's health, safety and environmental requirements, plans or policies as applicable. Contractor shall comply with all applicable laws, government orders, and regulations (whether of Sultanate of Oman or otherwise) in performing its obligations under this Agreement. Contractor shall be deemed to have satisfied itself before entering into this Agreement as to: a) The extent and nature of the Services and all things necessary for the proper performance and completion of the Services in accordance with the terms of this Service Order; and b) The correctness and sufficiency of the sums, rates, and prices set out in the Service Order. Any failure by Contractor to take account of matters which affect the Services shall not relieve it from its obligations under this Agreement. Contractor shall cooperate with OOISS and all third party suppliers and service providers to OOISS, so as to ensure that Contractor performs the Services in a coordinated, effective and timely manner.

4.13 Schedule. Contractor shall commence performance of the Services on the Commencement Date, and shall proceed to perform the same with all due diligence to achieve Completion on or before the Scheduled Completion Date. Contractor shall be responsible for the programming of the Services and for independently controlling its progress.

4.14 Penalties. If the Contractor has not commenced or completed the Services in time the Contractor shall be considered in default of his obligations under the Contract. If the Contractor fails to commence or complete the Services in time the Contractor shall pay the Company the Penalties/Liquidated Damages as stated in the Service Order for whatever reason other than Force Majeure or a delay caused by OOISS. The levying of Penalties/Liquidated Damages by the Company shall be without prejudice to any other rights and remedies of OOISS, which shall include the right to have work performed by another contractor. OOISS shall have the right to terminate the Contract if the Contractor has not commenced or completed the Services by the time the maximum amount of Penalties/Liquidated Damages has become due. Where so provided in the Contract, Penalties/Liquidated Damages may also be levied in respect of delays in the commencement or completion of Services performed on a Call-Out basis.

4.15 Penalties (Late Delivery). If specified in the Purchase Order and without prejudice to OOISS's other rights and remedies under the Purchase Order or at law, Seller shall become liable to pay OOISS an amount equal to 0.3 % of the total Purchase Order Value as defined in the Purchase Order for every day or part thereof by which the Delivery Date specified in the Purchase Order is exceeded for any reason whatsoever, except for reasons attributable to failure of OOISS to comply with the Purchase Order, up to a maximum of 10% of the total Purchase Order Value, or as amended and specified in the Purchase Order. If part of the Goods are delivered or can be put into useful operation the amount specified above shall be reduced proportionally. The amount Seller is liable to pay to OOISS hereunder shall become due immediately the Goods are not delivered on the Delivery Date specified in the Purchase Order, without any notice or judicial intervention being required, and may be recovered by deduction by OOISS from Seller's invoices. In the event a delay is caused by the gross negligence or wilful failure of Seller no limitation as set out herein shall apply.

4.16 Defects Liability / Remedy Period. If defects in the Services are discovered by Contractor or otherwise brought to the attention of Contractor by OOISS either during the performance of the Services or within the Warranty Period, Contractor shall be responsible for remedying such defects at its own cost and/or for the cost of having such defects remedied. Contractor shall as soon as practicable upon discovery of any defect or upon receiving written notification from OOISS specifying any defect, remedy the same at its own expense by performing remedial work. If Contractor fails within a reasonable time to perform the remedial work as required by OOISS, OOISS shall have the right to have the necessary remedial work performed by other contractors or sub-contractors. OOISS shall recover from Contractor all costs associated with remedying such defect, either directly from Contractor or by deducting such costs from any monies due or which become due to Contractor. OOISS shall use reasonable endeavours to mitigate such costs. Contractor's financial liability in respect of costs incurred by OOISS shall be limited to the actual costs incurred by OOISS and in any event to a sum not greater than one hundred percent (100%) of the Price.

4.17 Call-Off / Purchase Order. If the Scope of Services includes provisions on call-offs, OOISS shall have the right to order Services on a call-off basis by issuing a Purchase Order and the Contractor shall perform the Service in accordance with Contract and time schedule specified in the Purchase Order.





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4.18 OOISS shall have the right to modify or extend the Services specified in a Purchase Order at any time by means of a revision to a Purchase Order.

Notwithstanding the expiry or early termination of the Agreement, Contractor shall not abandon any Services in progress and shall complete such Services in accordance with OOISS's instructions. The terms and conditions of Agreement shall remain in full force and effect during the period required to complete these Services. OOISS does not guarantee any minimum quantity of call-off, nor does OOISS undertake to exclusively use the Contractor for the performance of call-off Services.

4.19 Party Representatives. OOISS may appoint an OOISS Contract Manager who shall be authorised to act for and on behalf of OOISS in relation to this Agreement. Contractor shall appoint a Contractor Representative who shall be authorised to act for and on behalf of Contractor in relation to this Agreement.

4.20 No Partnership. Nothing in this Agreement, and no action taken under this Agreement: a) Creates a partnership; b) Creates a relationship of principal and agent between any of the parties; or c) Otherwise authorises any party to bind any other party.

4.21 Licenses and Permits. Contractor shall obtain and maintain, at its own risk and expense, such authorisations, permits and licences as may be necessary for the performance of the Services and which are required to be obtained and maintained in Contractor's name.

4.22 Insurance. Without in any way limiting or detracting from Contractor's liabilities under any other provisions of this Agreement or the law, Contractor shall on or before the Commencement Date, at its own cost and expense, take out and maintain for the duration of the Contractor's liability under and in respect of this Agreement and the Law, each of the insurances set out below, issued by a reputable insurance company with a Best's Issuer Credit Rating of A+ or better, in Sultanate of Oman and reasonably acceptable to OOISS: a) Construction/Erection All Risks insurance covering the Permanent Work; b) adequate third party liability insurance to cover all third party liabilities arising under this Contract including the Existing Property; c) any insurance which may be required by law for or with respect to the Contractor Personnel; d) adequate liability insurance for motor vehicles and mobile equipment (owned, non-owned or hired units) employed by the Contractor or OOISS supplied Equipment employed by the Contractor or any Subcontractor in connection with the performance of the Contract.

### **ACKNOWLEDGEMENT AND ACCEPTANCE**

OOISS may revise and post updates to these Terms and Conditions from time-to-time, and all Orders will be subject to the most recently posted version of these Terms and Conditions. In accepting Work from OOISS, Customer shall be deemed to have accepted these Terms and Conditions, unless OOISS and Customer have entered into a separate, written, Purchase Order Services agreement, supply agreement, or other contract which governs the Work.