



Fadhili Operations & Maintenance Company

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General Terms & Conditions

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1. INTERPRETATION

In these Terms & Conditions:

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with, such Person. For the purposes of this definition, "**control**" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding capital stock or other equity interests having ordinary voting power or the Person exercising control possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other person, whether through the ownership of voting securities, by contract or otherwise;

"**Business Day**" means any calendar day excluding the (i) weekend as applicable in the country of the Client, (ii) any calendar day that is a legal holiday in the country of the Client, or (iii) a calendar day on which banking institutions in the country of the Client are authorized or required by law or other governmental action to be closed;

"**Certificate of Completion**" refers to the official document issued by the Client upon satisfactory completion of the Services;

"**H&S**" refers to health and safety policies, standards, procedures, and requirements applicable to the Product and the Services by all applicable laws and regulations as well as those advised by the Client;

"**Person**" means any individual, corporation, joint stock company, limited liability company, partnership, joint venture, association, trust, unincorporated organization, competent authority, or other entity;

"**Place of Delivery**" means the location(s) specified in the Purchase Order/Contract where the Products or the Services have to be delivered;

"**Price**" means the fees for the Services or price for the Products;

"**Product**" means the products specified in the Purchase Order/Contract, as well as, any materials, equipment, works and products to be delivered to the Client pursuant to the Services;

"**Prohibited Acts**" means any bribery, corruption, or other prohibited act under the laws of the Kingdom of Saudi Arabia, the UAE, Qatar, Kuwait, Bahrain, Oman, the US Foreign Corrupt Practices Act, the UK Bribery Act, the Loi Sapin, the United Nations Convention against Corruption, the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the ICC Rules on Combating Corruption 2011 and the laws of all other relevant jurisdictions and other requirements of national and international agencies, including acts such as the following:

- 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;
- 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;

- 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;
- collusive practices, including any arrangement between two or more parties designed to achieve an improper purpose, including influencing the actions of another party;
- any act or omission that is in breach of any anti-money laundering or anti-terrorism laws, sanctions, embargoes or boycotts; and
- 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;

"**Services**" means the services and works to be performed or materials, equipment, works, and products to be delivered by the Supplier as indicated in the Purchase Order/Contract and includes all other functions, duties, services and responsibilities as may be inherent in, associated with or incidental to the same or which are necessary or expedient for the due and prompt performance of the Supplier's obligations in accordance with the Purchase Order/Contract and any matters reasonably to be inferred from the contract or trade usage;

"**Specification**" means the requirements and specifications expressed by the Client whether in the Purchase Order/Contract or otherwise as to the Services or Products and includes any plans, drawings, data or other information relating to the Services or Products;

"**Supplier**" means provider of required Services with whom the Purchase Order/Contract is placed, or a contract is signed;

"**Tax Authority**" means any government authority of whatever tier which may levy taxes, including VAT;

"**Terms & Conditions**" means these standard terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms explicitly agreed in writing between the Client and the Supplier in the Purchase Order/Contract; and

"**VAT**" means includes any present or future tax, levy, impost, duty, charge, fee, surcharge, deduction or withholding of any nature (including any sales, consumer, use, excise, indirect, transaction, value added, ad valorem tax and customs and import duty in each case in the jurisdiction(s) in which the Place of Delivery is located and any other jurisdiction that is expressly specified in the Purchase Order/Contract, including, without limitation, any Value Added Tax or (General) Sales Tax and similar indirect taxes, duties, or levies as applicable to the Purchase Order/Contract.

Any reference in these Terms & Conditions 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.



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

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.

Any references to "including", "include" and the like shall be read as if followed by the words "but not limited to".

Any reference to "day" means the 24-hour period beginning and ending at 00:00 midnight time at the location of the Client.

The Purchase Order/Contract and these Terms and Conditions shall be deemed to be the product of all Parties and shall be interpreted as if drafted and proposed equally by all Parties, and there shall be no presumption that an ambiguity should be construed in favour of or against any Party solely because of such Party's actual or alleged role in the drafting of the Purchase Order/Contract or these Terms and Conditions.

2. SCOPE AND VALIDITY

These Terms and Conditions shall automatically apply to any contract, agreement, understanding, engagement letter or purchase order, as applicable, (the "**Purchase Order/Contract**") issued by the applicable ENGIE Affiliate entities from whom you are in receipt of the Purchase Order/Contract (the "**Client**"), for the supply of Products or the performance of Services, unless (i) otherwise agreed between the Client and the Supplier under a framework agreement or (ii) the Client has agreed explicitly and unambiguously otherwise in writing. No other terms and conditions, including to the Supplier's proposed terms and conditions, unless they have been negotiated and explicitly and unambiguously accepted in writing by the Client. (The Client and the Supplier are referred to individually as "**Party**" and collectively as "**Parties**").

3. PURCHASE ORDER

No variation to the Purchase Order/Contract or these terms and conditions shall be binding unless agreed in writing between the authorized representatives of the Client and the Supplier.

The Purchase Order/Contract shall only bind the Client if it is validated by a Client's authorized representative. Purchase Order/Contract placed verbally or by telephone shall only be valid and have effect if they are confirmed in writing by the authorized representatives of the Client.

The Purchase Order/Contract shall be acknowledged and accepted unconditionally in writing by the Supplier within a maximum period of seven (7) day period with effect from its date of dispatch, failing which the Purchase Order/Contract shall be treated as having been accepted by the Supplier (insofar as concerns electronic orders, an e-receipt is allowed), unless it was cancelled by the Client at any time prior to the later of (i) the seven (7) day period, or (ii) commencement of execution of the Services or delivery of the Products. The Client is not obliged to provide reasons in case of such cancellation.

The acceptance of the Purchase Order/Contract or commencement of execution of the Purchase Order/Contract by the Supplier shall be considered as an acceptance by the Supplier of the Purchase Order/Contract and its unconditional

adherence to these Terms & Conditions and all clauses and special conditions contained in the Purchase Order/Contract.

4. PRICE INVOICING AND PAYMENT TERMS

The Price of the Services and the Products shall be as stated in the Purchase Order/Contract and, unless explicitly stated otherwise in the Purchase Order/Contract, shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery (as applicable) of the Services and Products to the Place of Delivery and any taxes, duties, imposts or levies other than VAT. The Price shall also include Supplier personnel's cost for food, transportation, accommodation, medical, personal protective equipment, tools and travelling, unless explicitly stated otherwise in the Purchase Order/Contract. The Supplier acknowledges and agrees that the Client is under no obligation to provide the Supplier with any tools or equipment required for performing the Services, unless otherwise agreed in writing by the Parties in the Purchase Order/Contract.

No increase in the Price shall be made (whether on account of increased costs of material, labour or transport, general inflation, fluctuation in rates of exchange or otherwise).

The Supplier acknowledges and agrees that the Client shall, if requested or required by any competent authority, withhold from payments due from the Client to the Supplier under the Purchase Order/Contract all such taxes and pay such amounts to such competent authorities.

To the extent that the Products or Services provided under the Purchase Order/Contract are subject to VAT, the Purchase Order/Contract price agreed is exclusive of VAT, and the Supplier shall issue an invoice with the prevailing VAT rate as applicable (where appropriate the Supplier shall apply any VAT exemption or a zero rate which may be applicable). The Supplier agrees that the Purchase Order/Contract price is inclusive of: (i) VAT on supplies made to it by its subcontractors or vendors; and (ii) any taxes, duties, and charges applicable to the Supplier or to the supply made under this Purchase Order/Contract in any jurisdiction, other than VAT.

The Client shall pay the VAT to the Supplier following receipt of: (i) a valid VAT invoice, which is in accordance with the prevailing VAT law applicable in the Place of Delivery; (ii) the Supplier's VAT registration number; and (iii) reasonable evidence that the VAT charged under this Purchase Order/Contract is the correct amount due from the Supplier to the relevant Tax Authority.

For the avoidance of doubt, it shall always remain the sole responsibility of the Supplier to:

- assess the VAT rate(s) and tax liability arising out of or in connection with the Purchase Order/Contract; and
- account for or pay any VAT (and any other tax liability) relating to payments made to the Supplier under the Purchase Order/Contract to the relevant Tax Authority.

The Client shall not be liable to the Supplier in any way whatsoever for any error, delay or failure of the Supplier in complying with the applicable VAT law, including without limitation:

- where the Supplier is subject to a VAT ruling(s) in connection with the Purchase Order/Contract;
- where the Supplier has assumed that it can recover input VAT and (for whatever reason) this assumption is subsequently held to be incorrect or invalid; or



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- where the Supplier's treatment of VAT in respect of any claim for payment made under the Purchase Order/Contract is subsequently held to be incorrect or invalid.

The Supplier shall defend, indemnify and hold harmless the Client from, against and in respect of all losses, claims, damage, liability (including any interest or penalty) and expenses (including reasonable legal fees and costs of defense and expenses) arising out of or resulting from, or otherwise in connection with error, delay or failure by the Supplier to account for or pay the Tax Authority any amount of VAT under this Purchase Order/Contract or any of the circumstances mentioned in the above paragraph.

The Supplier may invoice the Client in accordance with the timetable and milestones set out in the Purchase Order/Contract, or if none specified, at any time after performance of the Services, and each invoice shall quote the Purchase Order/Contract number given by the Client.

Unless otherwise stated in the Purchase Order/Contract, the Client shall pay the Price within sixty (60) days after receipt by the Client of original invoice with supporting documents or, if later, after acceptance of the Services and Products by the Client and the issuance of the Certificate of Completion as described hereunder.

The Client may, with notice to the Supplier, set off, deduct or withhold against the Price any sums: (i) owed to the Client by the Supplier, (ii) which the Client may dispute are due to the Supplier, or (iii) that the Client is entitled to withhold on account of non-compliance with the Purchase Order/Contract, the Specification and these Terms and Conditions, including non-compliance with the HSE minimum standards set out in Clause 19.

5. DELIVERY AND ACCEPTANCE

The Supplier undertakes to deliver the Products to and perform the Services at the Place of Delivery by the dates or within the periods indicated in the Purchase Order/Contract during the opening hours of the department responsible for acceptance of said Products and Services. Delays in commencement or in performance shall be reported immediately by Supplier to Client. Client reserves the right to cancel the Purchase Order/Contract, in whole or in part, if the Supplier fails to commence or to perform the Services or deliver the Products by the dates or within the periods indicated in the Purchase Order/Contract.

Any Product delivered should be suitable for a minimum storage period of 12 months.

The Products and Services delivered shall comply fully with the quality and quantity conditions stipulated in the Purchase Order/Contract and the Specification.

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

Unless otherwise specified in the Purchase Order/Contract, delivery periods agreed in advance between the Parties shall take effect from the date upon which the Purchase Order/Contract is issued by the Client. These periods shall not be revised without the prior written consent of the Client. The final deadline for delivery indicated in the Purchase Order/Contract shall be the date upon which the last Product and Service listed in the Purchase Order/Contract is to be

delivered. The Client reserves the right to refuse early or partial deliveries. If the Supplier does not comply with the agreed delivery dates, the Client reserves the right to terminate the concerned Purchase Order/Contract, without any intervention by the courts and tribunals being required, by sending a notice to the Supplier, and without prejudice to any damages or compensation that the Client may claim.

Should the Client conditionally accept the Products and Services, the Supplier shall remedy the defaults identified as quickly as possible. If the defaults identified have not been remedied within fifteen (15) days, the Client is entitled to refuse the Products and Services. The Price shall not be due, and the Supplier shall promptly refund any advance payment paid by the Client. If the Products or Services are accepted unconditionally or if the initial conditional acceptance is confirmed unconditionally, the Client shall declare acceptance of the Products or Services ("the **Acceptance**"), (i) in respect of Services by issuing a Certificate of Completion in writing, and (ii) in respect of Products, either by issuing a confirmation of acceptance in writing or, if not confirmed in writing within three weeks for inspection of the Products after delivery at the Place of Delivery.

6. PERFORMANCE, TITLE AND RISKS

The Supplier shall bear the risk of damage to the Services or the Products until the Acceptance thereof.

The Services shall be performed, and on the date or within the period stated in the Purchase Order/Contract, in either case during the Client's usual business hours.

The quantity, quality and description of the Services and Products shall, subject as provided in these Terms and Conditions, be as specified in the Purchase Order/Contract and in any applicable Specification supplied by the Client to the Supplier or agreed in writing by the Client.

The Client may at any time request modification to the Services or Products by giving notice in writing to the Supplier. On receipt of this notice, Supplier shall, within five (5) Business 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.

The Supplier shall not unreasonably refuse any request by the Client to inspect the performance of Services and test and inspect the Products during performance or storage at the premises of the Supplier or any third party, and the Supplier 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 Supplier for the performance of Services.

The Supplier shall be responsible for obtaining customs clearance for the Products and any materials, tools, and equipment that the Supplier may use during the provision of the Services and the Supplier shall be responsible for all inland transportation costs and fees up to the Place of Delivery unless agreed otherwise in accordance with the INCOTERMS 2020. The Supplier will inform the Client in case any support is required. The Client will collaborate and support the Supplier by providing information it holds in its possession in respect of obtaining customs clearance.



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If the starting date for the provision of the Services has to be specified after the placing of the Purchase Order/Contract, the Client shall inform the Supplier of such date with a reasonable notice.

The time of performance of the Services and for delivery of the Products is of the essence in the Purchase Order/Contract.

The Client may reject any portion of the Services performed or Products delivered which are not in accordance with the Purchase Order/Contract and shall not be deemed to have accepted any Services or Products until the Client has had a reasonable time to inspect them following the completion of Services or delivery of the Products, or, if later, within a reasonable time after any defect in the Services or Products have become apparent.

The Supplier shall promptly provide the Client with any instructions or other information required, including, so as to enable the Client to accept performance of the Services or the Product.

If the Services are not performed or the Products are not delivered, in either case on the due date, then, without limiting any other remedy, the Client shall, unless otherwise stated in the Purchase Order/Contract, be entitled to claim from the Supplier by way of delay liquidated damages, half (0.5) per cent of the Price for every day of delay. The Parties agree that: (i) such amount is a genuine and reasonable pre-estimate of the losses, damages or liabilities likely to be sustained by Client in case of delay; and (ii) there is commercial justification and legitimate interest in imposing such delay liquidated damages.

7. WARRANTIES & LIABILITY

The Supplier guarantees to the Client that:

- the Products shall be new and 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) specified by the Client;
- the Products delivered pursuant to the Services shall be free from defects in design, material and workmanship;
- the Services and the Products shall correspond with any relevant Specification or sample;
- all Services shall be performed using the highest degree of skill, care, diligence, prudence, operating practice and foresight of a professional familiar with the complexity of similar projects, and in accordance with applicable specifications and currently recognised and proven best practice, policies and methods;
- the Services and the Products shall not infringe or violate any patents, trade secrets, trademarks copyrights or other rights of any third party; and
- the Services and the Products shall comply with all applicable regulations or other legal or contractual requirements, including its manufacturing, packaging, packing, handling, treatment and delivery.

To the extent applicable, Supplier shall assign all express warranties of any manufacturer of the Products for the benefit of Client.

The Supplier has satisfied itself as to the nature of the Services and Products, the correctness and sufficiency of the rates and prices stated in the Purchase Order/Contract, general and local conditions of the Place of Delivery and all other matters which could affect the Products and performance of the Services.

8. DEFECTS LIABILITY PERIOD

The Supplier undertakes to repair or replace, at the Client's discretion and at the Supplier's own cost, all defaults, defects, and non-conformities of the Products and Services notified by the Client during a period of twenty-four (24) months from Acceptance and shall hold the Client harmless from any resulting damages. In the event of repairs to or replacement of Products or Services, a new defects liability period of twenty-four (24) months for said Products and Services shall commence on the date upon which the repaired or replaced Services are performed or Products are delivered or are put into service, provided that the total defects liability period shall not exceed forty eight (48) months from the initial Acceptance. All costs or charges incurred during the implementation of these warranties shall be borne by the Supplier.

Without prejudice to afore-mentioned obligations of the Supplier, the Client shall be entitled to repair or replace the Products and Services itself if it so chooses. The Supplier shall indemnify the Client in full to a maximum of the total Price 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:

- breach of any guarantee or warranty given by the Supplier in relation to the Products or Services;
- any liability under applicable consumer protection legislation in respect of the Services;
- any act or omission of the Supplier or its employees, agents, or sub-contractors in supplying, delivering, installing, and performing the Services; and
- any act or omission of any of the Supplier's personnel in connection with the performance of the Services.

9. SUPPORT- PRODUCT END OF LIFE

The Supplier undertakes, from the date of Acceptance of Products and Services, for a minimum period of five (5) years following the end of production or withdrawal from the catalogue of said Products or Services, to supply the Client, under reasonable conditions in terms of price and delivery period, with items, spare parts and other elements required to continue use of the Products or Services.

10. COMPLIANCE WITH LAWS AND REGULATIONS

The Products delivered and the Services provided shall comply with all applicable local, European and international legal and regulatory requirements, including in terms of safety, environment and labour that are in force in the Place of Delivery of the Products and Services. All dangerous Products shall be delivered with a material safety data sheet in accordance with applicable regulations at the Place of Delivery. All documents and certificates shall be supplied at the same time as the Purchase Order/Contract and form an integral part thereof.

11. CONFIDENTIALITY

The Supplier shall not disclose the existence of the Purchase Order/Contract without the express written consent of the Client.

For a period of five (5) years from receipt, the Supplier shall treat the Confidential Information as confidential and shall not disclose any Confidential Information to any third party, including the Confidential Information belonging to the Client which is disclosed to or obtained by the Supplier as a result of the discussions and negotiations leading to the Purchase Order/Contract or of its implementation or performance.



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“**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 Supplier. For the avoidance of doubt, any information whether or not in writing, electronic format or oral, containing or possessing intellectual property rights or relating to the Client’s or its Affiliates’ business affairs, customers, products, policies, finances, technology, or processes and trade secrets including, without limitation, technical data and know-how relating to the trainings or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts which are supplied by or on behalf of the Client or its employees including information provided prior to the date of the Purchase Order/Contract and including information that Supplier or its employees may create, develop, receive or obtain in connection with the Purchase Order/Contract, whether or not such information (if in anything other than oral form) is marked confidential will be deemed Confidential Information and shall remain the property of the Client and its Affiliates.

The obligations of non-disclosure and confidentiality shall not extend to the Supplier in respect of anything which:

- is in the public domain other than as a result of a breach of these obligations;
- was in the Supplier’s records prior to the date of the Purchase Order/Contract; or
- is required to be disclosed under a legal or regulatory duty.

If the Supplier is requested to disclose Confidential Information under a legal or regulatory duty, it shall immediately notify the Client which information is requested to be disclosed and the terms thereof prior to the submission and shall cooperate to the maximum extent practicable to minimise the disclosure of the information.

It is understood that the Supplier will inform its officers, personnel and subcontractors 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.

The Supplier 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 or its Affiliates and of its or their regulated businesses which amounts to a trade secret, is confidential or is commercially sensitive. Supplier’s personnel might also be exposed to information that is provided by regulated businesses to the Client or its Affiliates while 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 Affiliates or its or their regulated businesses and, in the case of information provided to the Client or its Affiliates by its or their regulated businesses, disclosure may constitute a criminal offence. Accordingly, the Supplier shall not under any condition share any information, documents, reports, or conversations whether or not made available to the Supplier directly or indirectly orally or in written form.

All materials, including documents, drawings, Specifications, and tools, furnished, or paid for by Client shall remain the exclusive property of the Client. All documents, drawings, and Specifications shall be considered confidential and not be disclosed to any third party. All materials shall be returned to the Client upon the Supplier’s completion of its obligations under the Purchase

Order/Contract. The Supplier assumes all liability for loss or damage of such materials, excluding normal wear and tear.

12. COMMUNICATION

For the purposes of the Purchase Order/Contract, notice includes any other communication. A notice given to a Party under or in connection with the Purchase Order/Contract:

- shall be signed by or on behalf of the Party giving it;
- shall be sent to the Party for the attention of the contact and at the address listed in the Purchase Order/Contract;
- shall be sent either by hand, courier or email; and
- unless proved otherwise is deemed received.

In case of delivery by hand or courier: the notice shall be left at the address as set out in the Purchase Order/Contract within business hours and a written acknowledgement is obtained with date and time of receipt.

In case of electronic transmission by email: the notice may be sent by the Supplier to the Entity Procurement Manager or by the Entity Procurement Manager to the Supplier and, the time and date of the email shall be considered as date and time for such receipt of the notice, if such time and date is within the time of 9 am and 5pm of a Business Day.

All references to time are to local time on business days in the place of deemed receipt.

13. INTELLECTUAL PROPERTY RIGHTS

The Supplier shall grant to the Client all necessary intellectual property rights to use the Products or Services. The Supplier shall transfer exclusively to the Client, as of right and without any formal procedures, gradually as they are completed all intellectual property rights on the deliverables executed for the Client under the Purchase Order/Contract (including the right to reproduce and represent on any medium and as many times as desired or to modify the deliverables). This transfer shall be valid for the duration of legal protection of the intellectual property rights and for the whole world. The Prices agreed between the Parties include this transfer of rights.

The Supplier shall indemnify and hold the Client harmless against any action by a third party resulting from the violation of intellectual property rights in connection with any deliverables, Products and Services supplied under the Purchase Order/Contract, and shall be fully responsible, as regards to the Client, for any resulting damages, including the cost of legal assistance. Moreover, the Supplier undertakes, at its own cost, to adapt the deliverables, Products and Services which would violate the intellectual property rights of a third party or to replace them with similar, or equivalent deliverables, Products or Services. If this is not possible, the Client may terminate the Purchase Order/Contract without prejudice to any damages it may claim.

14. TERMINATION & SUSPENSION

The Client may terminate the Purchase Order/Contract by giving notice to the Supplier at any time if:

- the Supplier 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



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into force in respect of the Supplier (within the meaning of applicable insolvency legislation); or

- an administrator takes possession, or a receiver is appointed over any of the property or assets of the Supplier; or
- the Supplier ceases, or threatens to cease, to carry on business; or
- the Supplier is in breach of any of the material provisions of the Purchase Order/Contract, including any breach of any of the Supplier's obligations under Clauses 15, 16, 17, 18 and 19 of these Terms and Conditions; or
- the Client reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

In addition, the Client may terminate the Purchase Order/Contract by giving notice to the Supplier at any time in its absolute discretion.

If the Client gives notice to terminate the Purchase Order/Contract:

- (i) the Supplier shall from the date on which such notice is given until termination of the Purchase Order/Contract continue to perform the Services or deliver the Products to such extent as the Client may require;
- (ii) by a time specified by the Client, the Supplier shall deliver to the Client or its nominee a copy (or, to the extent the Client so requires, the originals) of all drawings and documents already prepared;
- (iii) by a time specified by the Client, the Supplier shall transfer to the Client or its nominee any or all of the Supplier's rights and benefit under the agreements entered into with Subcontractors as the Client may specify;
- (iv) by times specified by the Client, the Supplier shall take such other steps to facilitate the hand-over of performance of the Services or Products to the Client or its nominee as the Client may require; and
- (v) the Client may withhold any sum due or which may become due to the Supplier until the Supplier has complied with its obligations under the preceding provisions of this clause.

If the Purchase Order/Contract is terminated at will by the Client, then after the Supplier has complied with its obligations under the clause above, the Client shall determine the total of the amounts paid to the Supplier under the Purchase Order/Contract up to the date on which the Purchase Order/Contract terminates (the "**Payment Made**") and the total amount due for the Services performed and Products delivered in accordance with the Purchase Order/Contract up to such date (the "**Services Amount**"). If the Services Amount exceeds the Payment Made, the Client shall pay the difference to the Supplier. If the Services Amount is less than the Payment Made, the Supplier shall pay the difference to the Client. Payment due under this clause shall be made within thirty-five (35) days of the amount to be paid being determined by the Client.

If the Purchase Order/Contract is terminated for the Supplier's default, then the Client's rights and remedies and the Supplier's obligations and liabilities shall be the same as if the Purchase Order/Contract had been repudiated by the Supplier.

On termination of the Purchase Order/Contract for any reason, the Client shall have no obligation or liability whether under the Purchase Order/Contract or otherwise to make any payment to the Supplier except for payment provided for in this Clause 14. The Client Supplier hereby waives and releases the Client from any other claim, loss, liability and proceedings, whether at law, equity or otherwise.

Notwithstanding anything to the contrary the Client shall have the right at its sole discretion to suspend all or part of the Purchase Order/Contract at any time subject to delivering to the Supplier a notice of suspension in writing. Said suspension shall take effect from the date of receipt by the Supplier of the Client's

written notice (the "**Reception Date**") and the Supplier shall temporarily stop the execution of the affected Services or delivery of the Products, until the Client delivers a written notice to the Supplier to resume performance of the Services or delivery of the Products. For the avoidance of doubt, during the suspension period, the obligations arising from the Purchase Order/Contract shall be suspended only with regards to the provision of the Products and Services, while those not affected by the suspension, including, but not limited, those relating to confidentiality, health and safety, ethics, insurance, intellectual property rights, and care, custody and title shall remain in full force and effect.

The implementation of the Purchase Order/Contract shall be resumed by the Supplier upon receiving a notice in writing from the Client. If, subject to receiving the said notification, the Supplier refuses to resume the implementation of the Purchase Order/Contract, the Client shall have the right to terminate the Purchase Order/Contract. The Client shall also have the right to terminate the Purchase Order/Contract in case the Supplier suspends the Purchase Order/Contract without providing Client with a legitimate reason accepted by the Client.

If the suspension of the Purchase Order/Contract, in the absence of Supplier's default, is prolonged for more than ninety (90) days from Reception Date, the Parties shall agree upon the basis for continuation of performance of the Services or delivery of the Products, or if such a continuation proves to be impossible, either Party may terminate the Purchase Order/Contract on seven (7) days' notice.

15. ETHICS AND SUSTAINABILITY

The Supplier acknowledges that it has been duly informed of, and agrees to abide by, the ENGIE commitments on ethics and social and environmental responsibility, as set out in the Ethics Charter & Practical Guide to Ethics, the Code of Conduct in Supplier Relations, and its Vigilance Plan, which are posted on its website www.engie.com.

The Supplier and the Client represent, warrant, agree and undertake to each other that:

- neither Party, any of its Affiliates, owners, officers, directors, employees or other representatives at the date of the entering into the Purchase Order/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 Purchase Order/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;
- in the case of the Supplier, neither the Supplier, nor any of its Affiliates, owners, officers, directors, employees or other representatives during the term of the Purchase Order/Contract will perform any Prohibited Act, in relation to the performance of the Services under the Purchase Order/Contract;
- in the case of the Client, neither the Client, nor any of its Affiliates, owners, officers, directors, employees or other representatives during the term of the Purchase Order/Contract will perform any Prohibited Act, in relation to the performance of the Purchase Order/Contract;
- both the Supplier and the Client covenant that should it become aware of any Prohibited Act relating to the performance of the Purchase Order/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



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performance of the Purchase Order/Contract, who in the reasonable opinion of the notifying Party, has committed or may be involved in the committing of a Prohibited Act;

- the Supplier shall insure that the contracts with all its personnel and all subcontractors contain anti-bribery and anti-corruption provisions on terms that are no less stringent than those set out in this Clause 15.

Notwithstanding any limitation of liability in the Purchase Order/Contract, the Supplier shall indemnify to the fullest extent possible and hold the Client and its Affiliates, owners, officers, directors, employees or other representatives 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 the Supplier or any of its Affiliates, owners, officers, directors, employees, or other representatives.

The Supplier represents and warrants to the Client that it shall comply with the international and national laws applicable to these Terms & Conditions (including any amendments made to those laws during the term of these Terms & Conditions), and that it complied with those laws during the six-year period immediately preceding the date of acceptance of the Purchase Order/Contract, in relation to: (i) fundamental human rights and in particular the prohibition of (a) using child labour and any form of forced or compulsory labour; (b) organizing any form of discrimination within its company or towards the suppliers and sub-contractors; (ii) embargos and export control regulations, drugs and weapons trafficking, and terrorism; (iii) trade, import and export licenses, and customs requirements; (iv) health and safety of staff and third parties; (v) labour, immigration and prohibition of using illegal workers; (vi) environmental protection; (vii) financial criminal offences, in particular corruption, fraud, influence peddling (or equivalent offence as it can be provided by the national law applicable to the Purchase Order/Contract), swindling, theft, misuse of corporate funds, counterfeiting, forgery and the use of forgeries, and similar or related offences; (viii) measures to combat money laundering; and (ix) competition laws.

In connection with the Supplier's performance, the Supplier commits to comply in its name and to ensure compliance by its sub-contractors with the same rules.

The Client or any of its Affiliates may request the Supplier, at any time, to evaluate the Supplier's performance in terms of the environment, ethics, human rights, and sustainable purchasing, at the Supplier's expense. This evaluation will be run by a third party appointed by the Client. In the absence of an assessment before the date of acceptance of the Purchase Order/Contract, the Supplier shall ensure that such assessment is completed within 6 months from that date. The lack of assessment performed by the designated third party within this period will be considered by the Client as a breach of a material provision of the Purchase Order/Contract, that shall entitle the Client to terminate the Purchase Order/Contract in accordance with Clause 14.

The Supplier undertakes to actively cooperate with the Client and its Affiliates to allow them to fulfil their own legal obligations arising under the Engie Vigilance Plan. To this end, the Supplier shall assist, in particular, with the implementation of the measures set out in the Vigilance Plan as stated above (risk mapping, alert and whistleblowing mechanism etc.) and immediately report to the Client any serious breach or, any circumstances that could potentially constitute a serious breach of the above-mentioned rules, in the performance of the Services or delivery of Products to the Client.

The Client has the right to require the Supplier, to provide the evidence that it has complied with this Clause 15, and to carry out audits or have them carried out.

16. CYBERSECURITY

In supplying the Products and Services, the Supplier shall implement administrative, physical, and technical safeguards that are no less rigorous than accepted industry practices on cybersecurity such as ISO27002, NIST Cybersecurity Framework, or other similar industry standards for cybersecurity.

When access to the Client's systems or networks are in the scope of the engagement, then without prejudice to the generality of Clause 16, the Supplier shall comply with all of the Client's cybersecurity requirements, directions, policies and procedures as specified in the Purchase Order/Contract or the Specification or which are notified to the Supplier from time to time during the term of the Purchase Order/Contract.

If the Supplier becomes aware of any actual or suspected (a) action taken through the use of computer networks that results in an actual or potentially adverse effect on the Supplier's information system or the Client's data ("**Client Data**") residing on that system ("**Cyber Incident**"); or (b) any other unauthorised access or use by a third party or misuse, damage or destruction by any Person ("**Other Incident**"), the Supplier shall notify the Client in writing immediately after becoming aware of the Cyber Incident or Other Incident; and comply with any directions issued by the Client in connection with the Cyber Incident or Other Incident, including: (i) obtaining evidence about how, when and by whom the Supplier's information system and the Client Data has or may have been compromised, providing it to the Client, and preserving and protecting that evidence for a period of up to twelve (12) months; (ii) implementing any mitigation strategies to reduce the impact of the Cyber Incident or Other Incident or the likelihood or impact of any future similar incident; and (iii) preserving and protecting Client Data (including as necessary reverting to any backup or alternative site or taking other action to recover Client Data).

The Supplier shall ensure that: (a) all subcontracts and other supply chain arrangements, which may allow or cause access to Client Data, contain no provisions that are inconsistent with this Clause 16; and (b) all of the Supplier's Personnel and subcontractors who have access to Client Data comply with this Clause 16.

The Supplier shall do all things necessary to confirm its compliance with the obligations set out in Clause 11 (Confidentiality) and this Clause 16, as well as any applicable laws, regulations, and industry standards on cybersecurity. Without limitation to the foregoing, upon the Client's written request, the Supplier shall promptly and accurately complete a written information security/cybersecurity questionnaire provided by the Client or a third party on the Client's behalf regarding the Supplier's business practices and information technology environment in relation to all Services / Products being provided by the Supplier to the Client pursuant to the Purchase Order/Contract. The Supplier shall fully cooperate with such inquiries; and provide the Client or a third party on the Client's behalf, access to perform an assessment, audit, examination, or review of all the Supplier's physical and technical environment in relation to all Services / Products. Such access shall include access to knowledgeable Supplier's personnel, physical premises, documentation, infrastructure (including facilities, networks, systems, and equipment), application software and subcontractors that are used to supply the Services / Products to the Client. In addition, upon the Client's written request, the Supplier shall provide the Client with the results of any audit regarding the performance of the Supplier's cybersecurity program. If the assessment, audit, examination, or review identifies any breach, the Supplier



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shall do all things necessary to promptly remedy the breach. The requirement to remedy the breach is in addition to any other right or remedy of the Client in the Purchase Order/Contract.

17. PERSONAL DATA PROTECTION

In order to supply Products or Services, the Supplier may be required to process data, especially any information relating to an identified or identifiable natural person (“**Personal Data**”), belonging to the Client, its Affiliates and their employees.

The Supplier agrees to abide by the provisions of any applicable local laws governing data processing and privacy. The Supplier is required to process the Client's Personal Data in accordance with instructions of the latter and will not use said Personal Data for purposes other than those specifically defined and authorized by the Client. Moreover, the Supplier agrees to: (i) take appropriate security and confidentiality measures with regard to the nature of the Personal Data and the risks presented by data processing to ensure that the Personal Data are secure and, in particular, to prevent them from being modified, damaged, or accessed by unauthorized third parties; (ii) not keep the Personal Data more than the period of time necessary to fulfil its contractual obligations under the Purchase Order/Contract; (iii) take all steps needed to avoid spreading viruses; (iv) delete and destroy within one month of completion of the Purchase Order/Contract or, if requested, return; (v) not keep any copies of documents or media containing Personal Data, except those necessary for the performance of the Purchase Order/Contract; and (vi) make sure that the Client is informed of any Personal Data leak or violation as soon as possible and at the latest forty-eight (48) hours after learning of the breach and to take the necessary measures to limit the consequences of the leak or violation.

Sharing the Personal Data with a third party, regardless of its location, is not authorized, unless the Supplier first obtains the Client's express written consent.

The Client reserves the right to carry out or to have carried out by a duly qualified third party any reasonable on-site checks to ensure the Supplier meets the aforementioned obligations appearing in this section after having informed the Supplier beforehand.

18. INCIDENT MANAGEMENT

The Supplier shall maintain incident management policies and procedures, including detailed security incident escalation procedures. The Supplier shall promptly notify the Client in the event the Supplier becomes aware of an actual or reasonably suspected unauthorized disclosure of the Personal Data, Client's data, or any Customer Confidential Information. The Supplier is required to maintain all incident management records for a period of five (5) years following the date upon which the Purchase Order/Contract was placed. In the event of a security breach or a legal discovery process, the Supplier shall provide within a reasonable time, additional data logs that could assist the Client to solve the security breach or the legal discovery process.

19. HEALTH & SAFETY (H&S)

The Supplier acknowledges that it has duly received and agrees to abide by, the “AMEA HSE Minimum Standards” document that shall form a part of the Purchase Order/Contract.

As indicated in the AMEA HSE Minimum Standards, the Supplier and its subcontractors and their employees must be aware of ENGIE's “No Life at Risk Approach” which is based on the following five pillars: (1) Life Saving Rules (2) Breakpoint Principle (3) HiPo Reporting, (4) Last Minute Risk Assessment (LMRA) and (5) Shared Vigilance.

(1) ENGIE Life Saving Rules: The Supplier and its subcontractors must ensure that teams' working environment complies with the lifesaving rules. They are non-negotiable and the Supplier's or its subcontractors' personnel may be excluded from work upon breach. These are:

- i. Clip on your Harness when working at height;
- ii. Stay out of the path of moving vehicles, plant, and equipment.
- iii. Verify that there is no live energy (mechanical, chemical, electrical, fluids, under pressure, etc.) before starting work.
- iv. Only enter a trench if appropriate wall supports are in place.
- v. The atmosphere must be tested safe before entering a confined space and monitored as you work.
- vi. Do not perform hot work unless fire or explosion risks have been eliminated.
- vii. Do not walk or stand under a load.
- viii. Do not handle your phone and any other handheld device while driving.
- ix. Do not drive under the influence of alcohol, drugs or other prohibited substances.

(2) The Breakpoint: Not as safe as it can be? Stop immediately. It is each person's duty to help to ensure everyone's safety, both employees and staff of the Client and those of the Supplier or its subcontractors (the “**Staff**”). Staff shall alert management promptly and only resume the task when safety conditions are restored.

(3) Reporting of Incidents (HiPo & Near Misses): A HiPo is an event with very high potential severity that could lead to a fatal or serious injury. To prevent the worst from happening, all Staff (whether they are from Client, the Supplier or its subcontractors) shall report all incidents to management. The Supplier shall inform the Client of any incident where one or more Staff are at the significant risk of injury (near miss) or injured as per the Client's Incident Reporting Procedure timelines provided in the AMEA HSE Minimum Standards. For all the incidents thus reported, a RCA must be submitted to the Client within 15 days and full report within 30 days.

(4) Last Minute Risk Assessment: All the works including routine, non-routine, and temporary works, shall be risk assessed to reduce the risk levels to as low as reasonably practicable. The same shall be approved by Client's authorized representative before start of work. In addition to the preliminary risk assessments, all the personnel at work need perform a Last Minute Risk Assessment (LMRA) based on the conditions prevailing at the work area/ work spot.

(5) Shared Vigilance: Shared vigilance is being vigilant for our own and for everyone's safety. All Staff shall alert anyone if his/her safety seems threatened and should know how to react to protect his/her own safety and wellbeing or the safety and wellbeing of others.

The Supplier shall before commencing any Services, submit a detailed H&S Plan to the Client in accordance with the terms and requirements of the “AMEA HSE Minimum Standards”, the “ENGIE Life Saving Rules” as well as any international applicable H&S guidelines. The plan shall cover processes to implement the principles and details of the H&S Management system.



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The Client has the right to require the Supplier, to provide the evidence that it has complied with H&S, and the right to carry out audits or have them carried out.

Competency: The Supplier shall ensure that the person(s) in charge for the supervision of the Services, including technicians such as electrician, rigger, scaffolder etc. and the entire team deputed by the Supplier are competent persons and hold the necessary qualifications, skills, and experience to perform the work required and stipulated by the Client. No work shall commence/ be executed in absence of a qualified competent person.

The Supplier can have their H&S setup at site based on the job needs to supervise their Staff. However, the H&S set up by the Supplier must also follow the Client's Safety Rules. The Client may decide at its own discretion to use its own organization to ensure H&S within the site, but this shall in no way relieve the Supplier of its liability. The Supplier shall indemnify and hold harmless the Client from any consequences arising out of such action of the Client.

Either jointly or individually, the Client's and Supplier's H&S Representatives can carry out planned or unplanned inspections during the performance of the Services or delivery of Products on the safety compliances and document all the points thus noted.

The local ID card given by the relevant competent authorities for the Supplier's Staff, must also display the same designation as required by scope of work and all of them must be under the sponsorship of the Supplier or its subcontractors.

Trainings: The Supplier shall provide basic Health, Safety, Environmental and Welfare training to all Staff allocated to the Client such that they are able to avoid dangers when working at a Client site.

Induction: The Supplier shall arrange to provide a detailed H&S induction to its Staff, including those of its subcontractors. The Supplier should also ensure that the Staff have fully understood the requirements through some checks and keep records of the same. Staff can be deployed on the job only after safety induction is given. Record of Safety Induction of all Staff should be maintained and produced whenever requested by the Client.

Upon formal engagement of the Supplier, a separate program and procedure is required to cover major risks such as, but not limited to, Electrical Safety, Working at Height, Lone working, Working with Ladders, Lifting, Confined space, Scaffolding, lock out/Tag out, Process Safety, Work over water, Workplace upkeeping (Housekeeping) etc.

Chain of Communication: The Supplier's representative, all supervisors and foremen on site shall have a good command of the English language or the official language of the region where the site is located. All the documents that are used during the work like Permit to Work or other documents provided under the Purchase Order/Contract shall be in English.

Awareness of Potential Hazards: The Supplier shall ensure that all known hazards present at the Client site (as notified by ENGIE) are made known to each of their Staff, prior to working on or at the Client site. The Supplier shall prepare a formal Risk Management Plan, as part of the H&S Plan, to illustrate the hazards and mitigations to the Client.

Hazardous substances and chemical register shall be prepared in advance by the Supplier. Replacement of most hazardous substances is to be thought of (if possible). Storage, usage, and disposal of hazardous substances are to be carried out as per MSDS requirements with clear access controls and signages. Personnel

exposed to these substances and chemicals are to be trained in MSDS (all) aspects including handling emergency and shall be separately identified.

Housekeeping & storage: The Supplier shall maintain a good stacking and storage of materials at stores & workplace area. Periodical housekeeping (Minimum – during shift changeover) shall be maintained. It is the responsibility of the Supplier to ensure disposal of waste to the designated area.

Driving Regulations: The driving risk shall be assessed, and a clear policy is to be made for driving within, to and from work. This also includes earth moving equipment. To view the list of minimum international requirements please refer to Clause 15 in the AMEA HSE Minimum Standards document.

Personal Protective Equipment (PPE): The Supplier shall provide all required/ necessary PPEs to its Staff and ensure the same with its sub-contractors. All PPEs shall be as per the acceptable international standard. In any case the use of Safety Shoes, Safety Helmet, Reflective Jackets, Safety Goggles are mandatory. These PPEs shall be regularly checked (daily before use /weekly for suitability and condition) and maintained fit for purpose by the Supplier's H&S in-charge. Other specific PPEs shall be used as per the job requirement, risk assessment and as directed in the scope and work plan.

General tools/equipment should be of good construction, sound material, and adequate strength, free from patent defect. Equipment should be designed so that it is safe when used. For details on the use of portable, hand and lifting tools, please refer to clauses 10 & 11 of the AMEA HSE Minimum Standards.

Pandemic or other unforeseen conditions: It is obligatory for the Supplier to adhere to country-specific pandemic (e.g., COVID-19) protocols or conditional guidelines in case of unforeseen/unanticipated events. Supplier shall adhere to any HSE standards prescribed by regulations, laws, 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 Supplier 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 Supplier shall provide all its deputed personnel with appropriate personal protective equipment, during the performance of the Services at the Client sites at its own cost and as advised by the Client. The Supplier shall notify the 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 the owner (as applicable).

The Supplier shall provide material safety data sheets (MSDS) for all chemicals that it may be using at site. The Supplier's personnel and employees must show understanding for those MSDS before conducting the work.

Fair Culture/Deficiency/Indemnification: The Client promotes good safety behaviour and recognizes the right to make mistakes but advocates the fair sanction of any deviation from the rule.

The fair recognition and sanction system that is developed by the Client as per the requirements needs to be discussed and agreed upon by the Supplier for its own Staff and those of its subcontractor(s).

The Client requires that the Supplier actively promotes positive recognition for initiatives taken to improve safety performance.



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Conversely, the Client requires that any breach of H&S rules by the Supplier's or its subcontractors' Staff will be investigated in a fair and transparent manner by the Supplier to ascertain whether it was a genuine mistake or due to a lack of knowledge. The Supplier shall be required to undertake any and all corrective measures to ensure that the breach is not repeated. Should the investigation demonstrate that the breach was intentional or repeated, the Client shall retain the right to exclude the Staff (whether of the Supplier or its subcontractor(s)) from the Client site.

20. SUB-CONTRACTING

The Client has a restriction on the levels of subcontracting. The allowed number of levels shall not be more than 2 which means Supplier/at L1 and subcontractor at L2. The subcontractor at L2 shall not further subcontract the whole or any part of the Services to another third party.

The Supplier shall be solely responsible for the correct execution of the Purchase Order/Contract. The Supplier may only transfer all or part of its obligations under a Purchase Order/Contract to a subcontractor after obtaining prior written agreement from the Client. The Contractor shall deliver to the Client an executed contract between Contractor and subcontractor. It is a condition to the Client's authorisation of the use of subcontractors that the contract between these parties (i.e., the Supplier and its subcontractor) must demonstrate, inter alia, that the Client's safety rules are part of the contractual conditions with its subcontractor and that the subcontractor is able to meet H&S performance requirements of the Client as per clause 19 of these Terms and Conditions. However, the Supplier shall in all cases remain fully responsible for the acts or omissions of its subcontractors and any agreed sub-contracting shall not release the Supplier in any way of its obligations performed by said third party.

Notwithstanding the above, the Client shall be free to assign or transfer, fully or partially, its rights and obligations pursuant to the Purchase Order/Contract to an Affiliate, with written notice and without seeking the consent of the Supplier.

21. INSURANCE

The Supplier 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 the Purchase Order/Contract and the risks inherent in its performance, including, personal injury, death, third party liability and equipment.

The Supplier shall take, both on its own behalf and on the behalf of any of its subcontractors, a valid worker's compensation and a general comprehensive third party liability insurance from a recognized insurance company to guarantee the financial consequences of its liability and the liability of any of its sub-contractors that may arise as the result of bodily, property damage and consequential losses, whatever their origin, caused to the Client or any third party during or after execution of the Purchase Order/Contract.

The Client may ask the Supplier a copy of the insurance policies taken out by the Supplier. The insurance policies shall be in force at the latest from the date of delivery of the Products or commencement date of the Services under the Purchase Order/Contract and shall remain in force for an uninterrupted period of twelve (12) months afterwards and contain a waiver of subrogation in favour of the Client. The indication of any guaranteed sums in the insurance policy does not in any way constitute a waiver by the Client its right to claim from the Supplier

amounts above such insured sums nor does it constitute a limitation of liability. The Supplier shall be solely responsible for payment of insurance premiums.

22. LIMITATION OF LIABILITY

The cumulative liability of the Supplier to the Client under the Purchase Order/Contract shall be as set forth in the Purchase Order/Contract, provided that such limitation of liability shall not apply to, or otherwise limit or affect: (i) liabilities arising from fraud, gross negligence, wilful misconduct or illegal acts or omissions (including any Prohibited Acts), (ii) liabilities that the Supplier cannot by law contract out of; (iii) the Supplier's obligation to perform the Services or deliver the Products; (iv) the Supplier's indemnification obligations arising under these Terms and Conditions; or (v) liabilities of the Supplier which are satisfied by the proceeds of insurance obtained under Clause 21, or that would be satisfied but for a vitiating act of the Supplier.

Except for by any liquidated damages or indemnities under the Purchase Order/Contract or these Terms and Conditions, neither Party shall be liable to the other for loss or profit, loss of revenue, loss of contract and indirect or consequential losses or damage of any nature whatsoever, including, 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.

23. GENERAL PROVISIONS

The Client is an Affiliate of ENGIE S.A., and accordingly the Client may perform any of its obligations or exercise any of its rights hereunder by itself or through any Affiliate, provided that any act or omission of any such Affiliate shall be deemed to be the act or omission of the Client.

The Purchase Order/Contract is personal to the Supplier and the Supplier 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 Purchase Order/Contract.

Unless otherwise expressly stated in the Purchase Order/Contract or these Terms and Conditions, all rights and remedies are cumulative and not exclusive of any other rights or remedies available to the Parties, whether provided by law, equity or statute.

No waiver by the Client of any breach of the Purchase Order/Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver shall only be effective and binding on a Party, if given in writing. No waiver of any term of the Purchase Order/Contract or of these Terms and Conditions shall constitute a waiver of another breach of that term or any other terms.

The failure by the Client, whether or not deliberate, to exercise a right, power or remedy whether under law or under the Purchase Order/Contract, or to insist on the precise performance of the Purchase Order/Contract, or its delay in doing so, shall not constitute a waiver or affect its future exercise or enforcement of rights.

If any provision of the Purchase Order/Contract or these Terms and Conditions is held by any court or other competent authority to be illegal, invalid or unenforceable in whole or in part, the validity of the other provisions of the Purchase Order/Contract or these Terms and Conditions and the remainder of the provision in question shall not be affected.

Nothing in the Purchase Order/Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either



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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.

The Purchase Order/Contract, the Specification and these Terms and Conditions (and any other documents that are incorporated by reference therein or herein) constitute the entire terms for the rendering of Services and delivery of Products and shall not be modified except in writing. The Purchase Order/Contract, the Specification and these Terms and Conditions supersede all prior agreements, arrangements, or understandings whether in writing or otherwise between the Parties.

A provision which either in its terms or from its intent is to survive termination of the Purchase Order/Contract shall remain in force however the termination occurs.

Third Party's Rights Act 1999: Unless otherwise expressly provided for herein, the Parties to the Purchase Order/Contract do not intend that any term of the Purchase Order/Contract should be enforced, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to the Purchase Order/Contract and the application of the Third party's Rights Act is expressly excluded.

24. SUPPLIER PERSONNEL

The Supplier shall at all times remain responsible to control and supervise all its employees, including when they are working on the Client's project site or premises. The Supplier shall continuously provide all necessary Supplier personnel and shall ensure that Supplier personnel are not replaced without the prior approval of Client to a suitable successor.

The Supplier warrants that all Supplier 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. The Supplier shall also ensure that all Supplier personnel qualifications or experience levels meet or exceed any particular minimum standards or other requirements which are specified by the Client. The Supplier shall supply the Client with evidence of the qualifications, training, and experience of Supplier personnel, and shall promptly submit any detailed information which is required by the Client concerning Supplier personnel in order to enable the Client to review the information and notify the Supplier of its approval/rejection.

The Client may request Supplier to remove any of its officers, employees, personnel, subcontractor or agents from performing the Services. The person shall be removed forthwith at the expense of the Supplier and shall not be engaged on the Services again or on any other work of the Client without prior the Client's written approval. Persons who have been removed from the Services shall immediately be replaced by other suitably qualified persons acceptable to the Client.

If requested by the Client, the Supplier shall ensure that all Supplier's personnel undergo any medical examinations required by the Client or the provision of the Services and shall supply the Client with relevant details of medical and health records for Supplier personnel if required to do so by the Client.

The Supplier shall provide the Client with photocopies of passports, police clearances and any similar personal security documentation necessary to obtain Client identification cards and passes for the Supplier's personnel. The Supplier

shall ensure that Supplier's personnel carry such identification cards with them at all times when they are at the Place of Delivery or at any Client's premises.

The Supplier shall require its personnel to be law abiding, peaceful, and respectful of local cultural traditions.

The Supplier shall ensure that all Supplier personnel have all necessary visas, sponsorship documentation, work permits, and other immigration requirements. The Supplier shall be responsible for payment of any fees and charges for Supplier Personnel visa, sponsorship, work permit and similar documentation. If the Supplier so requests, the Client will provide the Supplier with reasonable assistance to secure the foregoing requirements and all costs incurred by the Client in the provision of such assistance will be to the Supplier's account.

25. BUSINESS CONTINUITY & RISK MANAGEMENT

The Supplier agrees to establish and maintain contingency plans, recovery plans and proper risk controls designed to ensure the Supplier's continued performance under the Purchase Order/Contract to cater for any unforeseen or unplanned events and conditions, and to ascertain that no operational or financial risk will hinder with on-going services and contractual obligations. Furthermore, the Supplier agrees to share a contingency plan or recovery plan in the form of a comprehensive document/report summarizing any such plan as and when requested by the Client.

26. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

Applicable Law

The Purchase Order/Contract (including the arbitration agreement set out in Clause 27) and any non-contractual obligations arising in connection with the Purchase Order/Contract shall be governed by and construed in accordance with the laws of England and Wales.

Negotiations

If any dispute, controversy, difference or claim arising out of or in connection with this Contract (a "**Dispute**") is not resolved between the Parties within a period of thirty (30) days after the Dispute arises, each Party shall nominate a senior officer of its management to meet at a mutually agreed time and place not later than twenty five (25) days after the Dispute has arisen to attempt to resolve such Dispute. Should a resolution of such Dispute not be obtained within five (5) days after the meeting of senior officers for such purpose (or if a meeting of senior officers fails to take place within such twenty-five (25) day period), or such longer period as the Parties may mutually agree, then such Dispute shall be settled exclusively and finally by Arbitration as per the below section, unless the Dispute is first submitted to Expert Determination in accordance with below provisions.

The referring Party may either elect to proceed for Arbitration or for Expert Determination or both, as per the below provisions, (but not simultaneously with regard to the same issue) as herein stipulated as they may deem fit.

Expert Determination

The Client and the Supplier shall, within 15 days of the date of the Purchase Order/Contract, mutually agree an independent third party (the "**Expert**") and an alternate independent third party (the "**Alternate Expert**") to decide Disputes to be referred to Expert Determination under the Purchase Order/Contract, failing which the Expert and Alternate Expert shall be appointed in accordance with Article 5 of the Rules for Expertise of the ICC.



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The Expert and the Alternate Expert shall have experience relevant to the Dispute at issue. For the avoidance of doubt, Experts and Alternate Experts for the resolution of Disputes related to issues of construction, engineering or technical matter shall be engineers.

In the event that any Dispute is not resolved pursuant to the aforementioned provision (Negotiations), a Party may require by providing written notice to the other Party that such Dispute be submitted for Expert Determination. If the agreed upon Expert is unavailable to resolve the Dispute within the time-limit specified hereunder either Party may by providing written notice to the Alternate Expert and the other Party refer the Dispute to the Alternate Expert.

Whichever of the Expert or the Alternate Expert is appointed to resolve a Dispute (the “**Appointed Expert**”) shall request such submissions (if appropriate in sequential order), documents, materials or other evidence as he may require to make his determination. The Parties shall submit to the Appointed Expert such submissions, documents, materials or other evidence within fifteen (15) days of the Appointed Expert’s written request.

The Appointed Expert shall be directed to complete all proceedings and issue his decision with reasons with regard to the Dispute as promptly and as reasonably possible, but in any event within thirty (30) days of the date upon which the Parties have submitted (or should have submitted) documentation pursuant the foregoing provisions unless the Appointed Expert reasonably determines that additional time is required in order to give adequate consideration to the issues raised, stating his reasons for such determination and provided that the Appointed Expert shall, in any event, issue his decision within sixty (60) days of the date upon which the Parties have submitted (or should have submitted) documentation pursuant to the foregoing provision.

The decision of the Appointed Expert regarding a Dispute shall be final and binding on the Parties unless written notice of dissatisfaction with the decision is given by one Party to the other Party, with a copy to the Appointed Expert, within thirty (30) days of such Party’s receipt of the Appointed Expert’s decision, in which event such Dispute shall be settled by arbitration pursuant to Clause 27, provided that a Party commences such arbitration within sixty (60) days of the date of the receipt by a Party of the written notice of dissatisfaction. If no arbitration is so commenced within sixty (60) days of the issuance of the notice of dissatisfaction, the Appointed Expert’s decision shall be final and binding upon the Parties, notwithstanding the giving of a notice of dissatisfaction. The Appointed Expert is to act as expert and not arbitrator.

The Party that initiates the submission of a Dispute to an Appointed Expert by giving notice pursuant the aforementioned provisions shall pay one hundred percent (100%) of all fees and costs of the Appointed Expert including any advance on account of such fees and costs set by the Appointed Expert. All such fees and costs of the Appointed Expert shall be borne or reimbursed by the Party or Parties as determined by the Appointed Expert’s decision on the principle that the non-prevailing Party shall bear such fees and costs. Each Party shall bear its own costs (including costs of its advisors or consultants) with respect to a Dispute submitted to the Appointed Expert.

27. ARBITRATION

Any Dispute that has not been finally settled pursuant to Clause 25 shall be settled exclusively and finally by arbitration on the terms set out below. The Purchase Order/Contract and the rights and obligations of the Parties shall remain in full

force and effect pending the award in such arbitration proceeding.

Any arbitration commenced hereunder shall be conducted pursuant to the Rules of Arbitration of the International Chamber of Commerce (“**Rules**”), in force when the arbitration commences, before an arbitral tribunal (the “**Tribunal**”) composed of three (3) arbitrators appointed in accordance with the Rules, provided however that the Disputing Parties shall be given thirty (30) days from the confirmation of the second arbitrator to select jointly the third arbitrator, who shall act as president. The seat (legal place) of arbitration shall be London, United Kingdom, but the Parties may nevertheless decide to hold meetings in Dubai, United Arab Emirates for practical reasons.

No arbitrator shall be a present employee or agent of, consultant or counsel to, any Party or any Affiliate of any Party or a national of a state with which the domicile of any Party does not maintain diplomatic relations.

The Tribunal and the Disputing Parties shall use reasonable efforts to conduct any arbitration commenced hereunder expeditiously in light of the nature and complexity of the Dispute. The Tribunal shall have the right and authority to grant injunctive, declaratory and other equitable relief, including specific performance.

The arbitration shall be conducted in the English language and all documents submitted in connection with the arbitration shall be in the English language or, if in another language, accompanied by an English translation. The arbitrators shall decide the Dispute by majority of the Tribunal and shall state in writing the reasons for its decision.

The award of the Tribunal shall be final and binding on the Parties (i.e. not subject to appeal on the merits), and the Parties agree that an arbitration award may be recognized and enforced by any court or tribunal having jurisdiction. The Parties further undertake to carry out without delay the provisions of any arbitration award or decision, and each agrees that any such award or decision, may be enforced by any court or tribunal having jurisdiction.

The Parties shall each pay one-half (½) of any advances on costs required under the Rules or as otherwise requested by the Tribunal. The costs of such arbitration and interest (whether pre- or post-award) shall be finally determined and allocated between the Parties by the Tribunal in its award.