

The term "*SELLER*" as used in this document shall mean the entity furnishing the goods, materials, equipment or other services (referred to as the "*Goods*") as described in the Purchase Order. The term "*BUYER*" as used in this document shall mean MODEC Offshore Production Systems (Singapore) Pte Ltd. Collectively *BUYER* and *SELLER* are referred to as the "*Parties*" and individually as "*Party*". These General Terms and Conditions of Purchase incorporate the Special Conditions of Purchase attached hereto as Attachment "A". In the event of any conflict between these General Terms and Conditions and the attached Special Conditions of Purchase, the attached Special Conditions of Purchase shall prevail.

1. **ENTIRE AGREEMENT:** This Purchase Order embodies the entire agreement between *BUYER* and *SELLER*. The Parties shall not be bound by nor liable for any statement, representation, promise or understanding not set forth herein. Nothing contained in any proposals, correspondence, discussions or negotiations prior to the date of this Purchase Order has any effect on this Purchase Order unless specifically incorporated herein. No changes, amendments, substitutions or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by both parties in accordance with the Changes Clause of this Purchase Order. No terms contained in any document by *SELLER* including, but not limited to, delivery tickets, invoices, receipts or responses to this Purchase Order which propose or seek to impose different terms, shall have any force or effect unless specifically agreed to by *BUYER* and incorporated herein.

2. **CHANGES:** *BUYER*, through its authorized Procurement Representative, may at any time direct, in writing, changes, including but not limited to changes in any one or more of the following: (1) Drawings or specifications; (2) Additions to or deletions from quantities ordered; (3) Delivery schedule; (4) Method of shipment or packing; (5) Place of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of any part of the work or affects any warranty or guaranty, an equitable adjustment may be made in the price or delivery schedule, or both, and the Purchase Order shall be modified by written amendments or change orders executed by authorized representatives of both Parties. Any request by *SELLER* for adjustment under this Changes Clause must be asserted within ten (10) calendar days from the date of receipt by *SELLER* of the notification of change. However, nothing in this Clause shall excuse *SELLER* from proceeding with the Purchase Order as changed. If this Purchase Order requires *BUYER* to review and comment on *SELLER*'s technical documents, then *SELLER* shall submit within ten (10) calendar days from the date of *SELLER*'s receipt of such review and comments any requests for adjustment which would result from implementation of *BUYER*'s comments. No adjustment will be made hereunder unless *BUYER*, through its assigned Procurement Representative, confirms the change in writing.

3. **SURVIVAL:** Notwithstanding anything to the contrary contained in this Purchase Order, the provisions of Clauses 1, 4, 7, 10, 11, 12, 13, 18, 19, 20, 23, 25, 26, 27, 29, 30, 32, 33, 35, 36, 37 and 38 shall survive the cancellation or termination of this Purchase Order.

4. **PARENT COMPANY GUARANTEE:** Upon the request of *BUYER*, *SELLER* shall, within fifteen (15) calendar days of such request, deliver to *BUYER* a guarantee from *SELLER*'s ultimate parent company in a form acceptable to *BUYER*. Such parent company guarantee shall bind *SELLER*'s overall parent company to all terms, conditions and warranties contained in this Purchase Order in the same manner that *SELLER* is so bound. If *SELLER* is unable to provide a Parent Company Guarantee, *SELLER* shall deliver to *BUYER* an irrevocable, standby letter of credit drawn on or confirmed by a Houston, Texas bank in a form and amount acceptable to *BUYER*.

5. **PRICE AND PAYMENT:** The prices herein specified are firm and not subject to escalation, and unless otherwise expressly stated, shall include all taxes and duties of any kind which are required to be paid with respect to the sale of the Goods covered by this Purchase Order, as well as all charges and expenses in connection with the packing of the Goods and their carriage to the place of delivery to *BUYER* unless specifically excluded. *SELLER* shall be paid, except as otherwise stated in this Purchase Order, upon submission of proper invoices, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted; however, payment may be withheld or portions thereof may be deducted if, in *BUYER*'s reasonable opinion, *SELLER* is not performing work in accordance with the provisions of this Purchase Order or if set-offs in favor of *BUYER* in other transactions are asserted. Payment terms are net forty-five (45) calendar days after receipt of correct invoice.

6. **DELIVERY:** Time is a material provision of this Purchase Order and *BUYER* relies upon *SELLER*'s timely performance in accordance with the delivery date provided within the Purchase Order.

SELLER will not be liable for delays in performing its obligations to the extent such delays are caused by any unforeseeable condition which is beyond *SELLER*'s reasonable control ("Force Majeure") and without *SELLER*'s fault or negligence. Acts of God, such as named tropical storms or floods, as well as government priorities, acts of civil or military authorities, fires, epidemics, war or riot are examples of events which will be excusable for being beyond *SELLER*'s reasonable control, only

upon fulfillment of the following conditions: (a) Within seven (7) calendar days of the commencement of any excusable delay as described herein, *SELLER* shall provide *BUYER* with written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof; and, (b) Within seven (7) calendar days of the cessation of the event causing such delay, *SELLER* shall provide *BUYER* with written notice of actual delay incurred, upon receipt of which the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay. Failure to so notify *BUYER* shall not relieve the *SELLER* from complying with the delivery date set forth in this Purchase Order.

Force Majeure shall not include rain, storms, snow, winds, seas, tides and currents or other prevailing weather conditions which *SELLER* could reasonably have anticipated. If *BUYER* claims a Force Majeure situation and as a result of the Force Majeure is prevented from delivering the *BUYER*-supplied items or otherwise carrying out its obligations to *SELLER*, *SELLER*'s sole remedy shall be to submit a Change request for an extension of the delivery date. The Party prevented from performing its obligations as a result of Force Majeure shall resume performance as soon as possible after the Force Majeure condition ceases. Should a Force Majeure claimed by *SELLER* continue for a period of seven (7) calendar days from the date *SELLER* was affected, and if in *BUYER*'s opinion the Force Majeure condition will prevent *SELLER* from delivering the Goods per the terms of this Purchase Order, then *BUYER* shall have the right to terminate this Purchase Order by notice to *SELLER* pursuant to Clause 15 - Termination for Convenience hereof.

7. **TITLE AND RISK OF LOSS:** Title to all Goods furnished by *SELLER* hereunder shall transfer to *BUYER* upon delivery of the Goods or any portion of components thereof to *SELLER*'s facility. Notwithstanding the foregoing, *SELLER* shall be responsible for and shall bear any and all risk of loss or damage to any Goods furnished until delivery thereof in accordance with the delivery provisions of this Purchase Order. Upon such delivery, risk of loss or damage shall pass to *BUYER*; provided however, that any loss or damage, whenever occurring, which results from *SELLER*'s nonconforming packaging or crating shall be borne by *SELLER*. All dies, tools, patterns, drawings, fixtures, etc. furnished or specifically paid for by the *BUYER* shall become the property of the *BUYER* and *BUYER* shall be entitled to possession thereof upon request. The *SELLER* is not permitted to use the same for any other customer without *BUYER*'s written approval. All such property and any other property supplied to *SELLER* by *BUYER* or its Client shall be held at *SELLER*'s risk while in the custody or control, or on the premises of *SELLER* or any of its subcontractors.

8. **EXPEDITING:** Any Goods furnished under this Purchase Order, including all warranty work, shall be subject to expediting by *BUYER*. *BUYER*'s representatives shall be afforded free access during working hours to *SELLER*'s plants, and *SELLER* agrees to obtain a similar right for *BUYER*, for expediting purposes with respect to *SELLER*'s subcontractors and vendors. As required by *BUYER*, *SELLER* shall supply schedules, progress reports and unpriced copies of *SELLER*'s Purchase Orders and subcontracts for *BUYER*'s use in expediting. *SELLER* shall notify *BUYER* in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken. Slippage in *SELLER*'s schedule may be deemed to be reasonable grounds for insecurity, in which event *BUYER* may demand in writing that *SELLER* provide adequate assurances that *SELLER* will perform on time.

9. **QUALITY STANDARDS:** *SELLER* shall comply with the standards of quality specified by this Purchase Order in addition to those customary in the industry if no requirement is specified. *BUYER* shall be afforded free access during working hours to plants of *SELLER* and to *SELLER*'s subcontractors and vendors in order to monitor compliance with quality requirements. *BUYER*'s right to inspect, examine, and test any Goods furnished shall extend through the manufacturing process, the time of shipment and for a reasonable time after arrival at the final destination. *SELLER*'s failure to adhere to the standards of quality required under this Purchase Order shall be deemed to be reasonable grounds for insecurity. *BUYER* may demand, in writing, that *SELLER* provide adequate assurances of *SELLER*'s ability to meet said standards. Any Goods furnished shall not be deemed accepted until finally inspected by *BUYER*'s representative at final destination. The making or failure to make an inspection, examination or test of, or payment for, or acceptance of any Goods furnished shall in no way relieve *SELLER* from his obligation to conform to all of the requirements of this Purchase Order and shall in no way impair *BUYER*'s right to reject or revoke acceptance of nonconforming Goods or to avail itself of any

other remedies to which BUYER may be entitled, notwithstanding BUYER's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. WARRANTIES/GUARANTEES: SELLER warrants that the Goods furnished are fit for the use intended and shall be free from liens and defects in design, material, workmanship, and title, and shall conform in all respects to the terms of this Purchase Order and to the applicable drawings issued for manufacture, and shall be new and of the best quality, if no quality is specified.

Unless the warranty period is otherwise extended, the conditions of which are provided elsewhere in this Purchase Order, the following warranty shall apply: twenty-four (24) months from the date of shipment or twelve (12) months from first use or start-up of operations whichever is longer. If, at any time prior to expiration of the above warranty period it appears that the Goods furnished, or any portion thereof, do not conform to these warranties or to the specifications, and BUYER notifies SELLER promptly after its discovery, SELLER shall, within five (5) calendar days after written notice from BUYER of such breach, submit for BUYER's consideration a detailed proposal to remedy the defect. This proposal shall include a description of the corrective work proposed (including all supporting engineering data and calculations) and a comprehensive schedule showing each work element. In the event of any breach of this warranty, either (i) SELLER shall correct such breach at its sole cost, failing which BUYER may reject or revoke acceptance, and cover by making any reasonable purchase of the Goods in substitution for those rejected and SELLER will be liable to BUYER for any excess costs for such similar goods, materials or services provided in accordance with BUYER's delivery requirements; or (ii) BUYER may proceed to correct SELLER's nonconforming work by the most expeditious means available, the costs of which shall be for SELLER's account; or (iii) BUYER may retain the nonconforming Goods and an equitable adjustment reducing the order price to reflect the diminished value of such nonconforming Goods furnished will be made by written revision. In the event that any such non-conforming Goods are repaired or replaced, then SELLER's warranty obligations shall be extended for twelve (12) months for such repaired or replaced defective Goods. BUYER expressly reserves the right to assign any and/or all of the above warranties to any third party, including but not limited to its Client, whereupon the assignee shall be deemed to have all of the rights of BUYER under this Purchase Order. Without limiting BUYER's remedies, with respect to the supply of defective Goods, SELLER agrees to protect, defend, indemnify and hold harmless BUYER (as hereinafter defined) from and against any damages, losses, claims, adjustments, suits, penalties, fines, demands, expenses (including reasonable attorneys' fees or other expenses) or causes of action directly or indirectly resulting from any breach of these warranties. Notwithstanding, SELLER's warranty obligations shall not extend to any use by BUYER of the Goods in conditions more severe than the manufacturer's recommendations nor to any defects which were visually observable by BUYER but which are not promptly brought to SELLER's attention. **THE WARRANTIES CONTAINED IN THIS PURCHASE ORDER SHALL BE EXCLUSIVE OF ANY OTHER WARRANTIES INCLUDING ANY IMPLIED OR STATUTORY WARRANTIES OF FITNESS FOR PURPOSE AND WARRANTIES OF MERCHANTABILITY.**

11. INFRINGEMENT: SELLER shall, at its own expense, protect, defend, indemnify and hold harmless BUYER under this Purchase Order against any claim, suit, or proceeding brought against BUYER which is based upon a claim, whether rightful or otherwise, that any equipment, process or material, or any part thereof, furnished by SELLER under this Purchase Order, constitutes an infringement of any patent and SELLER shall pay all damages and costs awarded against BUYER, resulting therefrom. In case said equipment, process, or material, or any part thereof, is in such suit held to constitute infringement and/or its use is enjoined, SELLER shall, at its own expense, subject to the following provisions, either procure for BUYER an irrevocable, royalty-free license to continue using such equipment, process or material, or with BUYER's prior written approval, replace same with substantially equal but non-infringing equipment or modify it so it becomes non-infringing, provided that no such replacement or modification shall in any way amend or relieve SELLER of its warranties and guarantees set forth in this Purchase Order. The indemnity is given upon the condition that BUYER shall promptly notify SELLER of any claim or suit or proceeding involving BUYER in which such infringement is alleged, and BUYER shall permit SELLER to control completely the defense or compromise of any such allegation of infringement, and BUYER shall render such reasonable assistance at SELLER's cost in the defense thereof as SELLER may require. Notwithstanding any proprietary legends or copyright notices to the contrary, BUYER may copy or reproduce documents and information furnished by SELLER in connection with SELLER's proposal and this Purchase Order and distribute such copies or reproductions to others for the limited purposes of designing, constructing, operating, maintaining or licensing BUYER's project. SELLER is responsible for obtaining necessary permission and releases from any third parties placing proprietary rights or copyrights on such documents or information and shall, at its own expense, hold harmless and defend BUYER against any and all claims, suits or proceedings

based upon a claim whether rightful or otherwise that a proprietary right or copyright has been infringed by copying, reproduction, distribution or use by BUYER.

12. COMPLIANCE: SELLER warrants that the Goods furnished hereunder shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations to which goods, materials or services are subject. SELLER shall execute and deliver to BUYER any documents as may be required to effect or to evidence such compliance. All laws and regulations required to be incorporated in agreements of this character are hereby incorporated herein by reference. SELLER shall indemnify and hold harmless BUYER and any assignee under this Purchase Order against any claim or proceeding resulting from any violation thereof.

13. ASSIGNMENT: Any assignment of this Purchase Order or of any rights hereunder of hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of BUYER shall be void. Upon prior written notice to SELLER, BUYER may assign this Purchase Order and all rights hereunder to any third party, including, but not limited to, its Client, whereupon said third party shall have all of the rights of BUYER under this Purchase Order.

14. SUSPENSION: Notwithstanding any other provisions of this Purchase Order, BUYER may suspend, or extend the time for SELLER's performance at any time and from time to time upon ten (10) calendar days' prior written notice of such suspension or extension. Thereafter, SELLER shall resume performance as directed by BUYER. In the event of such suspension or extension, SELLER's sole and exclusive remedy shall be an extension of time for such suspension if such extension is claimed within thirty (30) calendar days after resumption of performance and BUYER shall have no liability to SELLER for any damages, claims, losses or expenses associated with any such suspension.

15. TERMINATION FOR CONVENIENCE: SELLER's performance under this Purchase Order may be terminated by BUYER in accordance with this Clause in whole, or, from time to time, in part, whenever BUYER shall so elect. Any such termination shall be effected by delivery to SELLER of a Notice of Termination specifying the extent to which performance under the Purchase Order is terminated, and the date upon which such termination becomes effective. Upon receipt of any such notice, SELLER shall, unless the notice requires otherwise: (i) Immediately discontinue work on the date and to the extent specified in the notice; (ii) Place no further orders for materials other than as may be necessarily required for completion of such portion of the work that is not terminated; (iii) Promptly make every reasonable effort to either obtain cancellation on terms satisfactory to BUYER of all orders to subcontractors and vendors or assign those orders to BUYER; and (iv) Assist BUYER upon request in the maintenance, protection, and disposition of property acquired by BUYER under this Purchase Order. If notified in writing within thirty (30) calendar days after Notice of Termination, BUYER will pay to SELLER an equitable adjustment to include: (1) All amounts due and not previously paid to SELLER for the Goods completed in accordance with this Purchase Order prior to such Notice, and for work thereafter completed as specified in such Notice; (2) A reasonable amount for any Goods then in production, provided that no such adjustment be made in favor of SELLER with respect to any Goods which are SELLER's standard stock and (3) Costs of settling and paying claims arising out of the canceled orders. The total sum to be paid to SELLER under this Clause shall not exceed the total order price as reduced by the amount of payments otherwise made and as further reduced by the order price of work not terminated, and will not include any consideration for loss of anticipated profits on the terminated work, all claims for which SELLER agrees to waive.

16. TERMINATION FOR DEFAULT: BUYER may terminate the whole or any part of SELLER's performance under this Purchase Order in any one of the following circumstances: (i) If SELLER fails to make delivery of the Goods or to perform within the time specified herein or any extension thereof; or (ii) If SELLER delivers nonconforming Goods; or (iii) If SELLER fails to provide adequate assurances of its abilities to meet the quality standards or the delivery date of this Purchase Order; or (iv) If SELLER fails to perform any of the other provisions of this Purchase Order in accordance with its terms or so fails to make progress as to endanger performance of this Purchase Order. In the event of any such failure, BUYER will provide SELLER with written notice of the nature of the failure and BUYER's intention to terminate for default. In the event SELLER does not cure such failure within ten (10) calendar days of such notice, BUYER will provide SELLER with a written Notice of Default. In the event BUYER terminates this Purchase Order in whole or in part as provided in this Clause, BUYER may procure, upon such terms and in such manner as BUYER may deem appropriate, supplies or services similar to those so terminated and SELLER shall be liable to BUYER for any excess costs for such similar supplies or services provided in accordance with BUYER's delivery requirements; provided, that SELLER shall continue the performance of this Purchase Order to the extent not terminated under the provisions of this Clause. SELLER agrees to assist BUYER in the event that such procurement action is necessary as a result of default, by cooperation in the transfer

of information, in the disposition of work in progress or residual material, and in the performance of other reasonable requests made by BUYER. If, after Notice of Termination of this Purchase Order, it is determined for any reason that SELLER was not in default under the provisions of this Clause, or that the default was excusable under the provisions of this Purchase Order, the rights and obligations of the Parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience Clause.

17. NON-WAIVER: Failure by BUYER to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights or remedies provided herein or by law, or to properly notify SELLER in the event of breach, or the acceptance of or payment for any Goods hereunder, or review of design, shall not release SELLER from any of the warranties or obligations of this Purchase Order and shall not be deemed a waiver of any right of BUYER to insist upon strict performance hereof or any of its rights or remedies as to any such Goods regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any termination of this Purchase Order by BUYER operate as a waiver of any of the terms hereof. A requirement that a SELLER furnished document is to be submitted for or subject to "Authorization to Proceed," "Approval," "Acceptance," "Review," "Comment," or any combinations of such words or words of like import shall mean unless the Purchase Order clearly indicates otherwise, that SELLER shall, before implementing the information in the document, submit the document, obtain resolution of any comments and authorization to proceed. Such review shall not mean that a complete check will be performed. Authorization to proceed shall not constitute acceptance or approval of design details, calculations, analyses, tests, or construction methods or materials developed or selected by SELLER and shall not relieve SELLER from full compliance with requirements of this Purchase Order.

18. AUDIT: BUYER or its Client shall have the right to audit all charges incurred by SELLER which are associated with the design, procurement, fabrication, manufacture, testing, loadout and shipment of the Goods and all records pertaining thereto for a period of three (3) years after delivery of the Goods to BUYER. Such audit shall not include the make-up of lump sum prices and unit rates.

19. INDEMNITIES: SELLER shall defend, protect, indemnify and hold harmless BUYER, its Client and its and their respective parent, subsidiary and affiliated companies, any assignees of BUYER, its Client and its and all of their officers, directors, employees and representatives from and against any loss, cost, claim, obligation to indemnify another, suit, judgment, subrogation action, award or damage (including reasonable attorney's fees) in any case of illness, injury or death to SELLER's employees and in any case of loss or damage to SELLER's property arising out of or relating to the provision of the Goods furnished under this Purchase Order REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY BUYER'S OR ITS CLIENT'S NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT NEGLIGENCE), THE UNSEAWORTHINESS OF ANY VESSEL, THE UNAIRWORTHINESS OF ANY AIRCRAFT OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY AND INCLUDING PRE-EXISTING CONDITIONS.

SELLER shall be liable in any case of loss or damage to property and in any case of injury or death to persons where such loss, damage, injury or death is caused or contributed to by any defect in the Goods furnished or by the negligence (including active, passive, sole, joint and concurrent negligence) of SELLER and including strict liability attributable to SELLER and SELLER shall defend, protect, indemnify and hold harmless BUYER, its Client and its and their respective parent, subsidiary and affiliated companies and its and all of their officers, directors, employees and representatives from and against any loss, cost, claim, obligation to indemnify another, suit, judgment, award or damage (including reasonable attorney's fees) on account of such loss, damage, injury or death.

20. INSURANCES: During the performance of this Purchase Order, SELLER, at its sole expense except as specifically set forth to the contrary below, shall maintain the insurance coverages or their substantial equivalents and endorsements set forth in this Clause 20 and with insurance underwriters and upon terms reasonably satisfactory to BUYER. Where applicable, each insurance policy described below shall be endorsed as follows: (1) underwriters shall waive their rights of subrogation against BUYER, its Client, and their respective subsidiary and affiliated companies, any assignees of BUYER and its and all of their employees and officers; (2) to provide thirty (30) calendar days' prior written notice of cancellation, material change or reduction of coverage to BUYER and any assignees of BUYER; (3) to provide adequate territorial and navigational limits, and (4) except for the Workmen's Compensation policy, BUYER and its Client shall be named as additional assureds under such policies but only to the extent of the indemnification obligations and risks assumed by SELLER under this Purchase Order.

SELLER shall maintain a Workmen's Compensation policy complying with all of the statutory benefits required by the Workmen's Compensation and Occupational Disease laws of the location where operations are being conducted. The policy shall be endorsed to provide Employers Liability coverage for the following: (1) endorsements to cover all states in which the work is performed; and (2) "Borrowed Servant" endorsement, stating that a claim brought against BUYER as a "Borrowed Servant" by an employee of SELLER shall be treated as a claim against SELLER.

SELLER shall maintain a Commercial General Liability insurance policy covering all operations of the SELLER. This policy shall include the following: (1) Premises and Operations; (2) Contractual Liability, insuring the indemnity agreements contained in the Purchase Order; (3) SELLER's Protective Liability, covering work-let or sublet; and (4) Limits of coverage as required by excess liability or umbrella insurance company as provided hereunder. SELLER shall also maintain a Comprehensive Automobile Liability insurance policy providing coverage for all owned, hired, and non-owned automobiles with the coverage limits as required by the Excess Liability or Umbrella insurance company. SELLER shall maintain an Excess Liability Insurance or Umbrella Insurance policy supplementing the primary coverages of the policies required above with a limit not less than US\$5,000,000 per occurrence. Certificates of all of the above insurances shall be provided by SELLER to BUYER within five (5) calendar days of the date of this Purchase Order.

21. VENDOR DATA: SELLER shall provide to BUYER with the number of copies of data as set forth in the Vendor Data Requirement List for the Goods being purchased by BUYER including, but not limited to, commissioning and start-up data, operating and maintenance manuals, drawings and spare parts data, as well as listings of recommended spare parts required for a two (2) year period of operations and for start-up. SELLER is hereby advised by BUYER that the Purchase Order will only be deemed complete once the BUYER has received the acknowledgement copy of the Purchase Order and any Change Orders (if applicable) and all drawings and data specified in the order and specifications. BUYER may elect to withhold or retain amounts otherwise payable pending acceptable receipt of all such requirements.

22. REPRODUCTION OF DRAWINGS AND DATA: BUYER and BUYER's representatives shall have the right to reproduce any data submitted by SELLER despite notice of the contrary appearing on any documents or data submitted by SELLER.

23. NON-DISCLOSURE: SELLER agrees to not divulge information to third parties which is obtained from BUYER or BUYER's representative without prior written consent from the BUYER unless said information is found to be in the public domain.

24. INSPECTION: SELLER shall allow BUYER to undertake an inspection of the Goods being fabricated, assembled or shipped and the facilities for such. SELLER shall provide to BUYER a minimum of ten (10) days prior notice of any inspection or test to which the Goods are being subjected to allow BUYER to attend such inspection or test. At BUYER's option and at no additional cost, BUYER may have up to three (3) inspectors located at SELLER's facility during normal working hours to inspect the Goods and to review all processes utilized for the manufacture of the Goods. Such inspection shall not relieve SELLER of any obligation and/or liability under this Purchase Order. BUYER or BUYER's representative may elect to test Goods for conformance to Purchase Order requirements/specifications. If the Goods are found defective or not in conformance with the Purchase Order requirements/specifications, the BUYER shall inform the SELLER of such. After notification to the SELLER of any non-conformances, the BUYER shall have the right to reject any and all defective or non-conforming Goods or accept and correct the Goods. The BUYER shall have the option to return the Goods to the SELLER, at SELLER's risk, for repair, replacement or credit. SELLER shall pay BUYER for all expenses incurred in connection with the return of any rejected Goods. If the BUYER accepts defective or nonconforming Goods, the SELLER shall be responsible for all costs and expenses associated with the correction of the Goods. Any and all costs or expenses incurred by the BUYER as a result of SELLER's design changes, non-readiness to perform scheduled tests, or failure to achieve satisfactory test results shall be for the SELLER's account.

If the Goods purchased under this Purchase Order require third-party inspection, the SELLER, unless otherwise agreed, shall arrange and assume all obligations, responsibilities, costs, and charges associated with such inspection of and all certification requirements for the Goods. BUYER shall be given access to SELLER's facilities and the facilities of SELLER's subcontractors for inspection and/or expediting purposes.

25. ARBITRATION: If, at any time, any question, dispute or difference shall arise between any other person or entity and BUYER, which BUYER alleges involves SELLER, then, at BUYER's sole and exclusive option, BUYER shall join as a party and SELLER agrees to be

joined as a party in any proceeding which has resulted from such question, dispute or difference. Any award or judgment rendered by such a proceeding shall be final and binding on BUYER and SELLER.

In any case not covered by the above, then all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Purchase Order shall be decided by resort of either SELLER or BUYER to arbitration utilizing a single arbitrator in accordance with the International Rules of the International Centre for Dispute Resolution. Except for the exchange of documents that the Parties intend to use to support their claims and defend against the other Party's claims, there shall be no interrogatories, depositions or other discovery in any arbitration hereunder. The arbitration shall be held in London, England. The arbitrator shall only apply the choice of law as set forth in Clause 27 and shall disregard and shall not consider any other law for any portion or aspect of the award nor for any of the deliberations associated with the award. The arbitrator shall have the right to award all reasonable attorney fees and costs to the prevailing party in the proceeding hereunder. The decision of the arbitrator shall be final, binding and enforceable in any court of competent jurisdiction and SELLER and BUYER agree that there shall be no appeal from the arbitrator's decision. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. The right to arbitrate shall survive the termination of the Purchase Order. SELLER shall continue to perform all obligations under this Purchase Order, including, but not limited to, delivery of the Goods notwithstanding any dispute and during the pendency of any arbitration proceeding hereunder.

26. SEVERABILITY: If, in any legal proceeding, it is determined that any provision of this Purchase Order is unenforceable under applicable law, the unenforceable provision shall automatically be amended to conform to that which is enforceable under applicable law. In any event, the validity or enforceability of any provision shall not affect any other provision of this Purchase Order, and the Purchase Order shall be construed and enforced as if such provision had not been included.

27. CHOICE OF LAW: English Law shall control the validity, construction and interpretation of this Purchase Order excluding any conflicts of laws principles which would direct the substantive law of another jurisdiction to apply. The Parties agree to waive any right or redress under any statute, law or regulation that would invalidate, in whole or in part, the dispute resolution forum and/or the choice of law provisions under this Purchase Order.

28. INDEPENDENT CONTRACTOR: In the performance of this Purchase Order, SELLER's status shall be that of an independent contractor and the relationship of the BUYER and SELLER shall in no event be construed or interpreted as being that of principal and agent, master and servant, or employer and employee, and the employees of each party hereto shall not be deemed to be employees of the other party hereto for any purpose.

29. TAXES AND PERMITS: The prices shown in the Purchase Order are deemed to include all taxes which are not expressly imposed on BUYER by law, and SELLER shall indemnify and hold BUYER, and its Client harmless from any liability and expense by reason of SELLER's failure to pay such taxes. SELLER shall secure and keep in effect all governmental permits and licenses required in connection with the work performed. Specifically, SELLER shall be responsible for: (i) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which SELLER is liable as imposed by any appropriate government authority, whether or not they are calculated by reference to the wages, salaries, benefits or expenses and other remuneration paid directly or indirectly to SELLER's personnel; (ii) the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) including but not limited to income, profits, corporation taxes and taxes on capital gains, turnover and added value taxes for which SELLER is liable, now or hereafter levied or imposed by any appropriate government authority; (iii) compliance with all statutory obligations to make deductions on account of and remit the required amounts to any appropriate government authority, including, but not limited to, income tax, national insurance, employee taxes, charges, social security costs, levies and contributions whether or not they are measured by the wages, salaries or other remuneration or benefits paid to SELLER's personnel; and (iv) ensuring that any sub-contractor or sub-supplier shall comply with this Clause.

30. PAYMENT OF CLAIMS/LIENS: Whenever BUYER requests, SELLER shall furnish proof satisfactory to BUYER that all charges for material and/or labor have been fully paid. SELLER agrees to protect, defend, indemnify, and hold harmless BUYER and its Client from and against any and all liens, claims, or encumbrances for labor and/or material arising out of or related to this Purchase Order. In the event of any such claim, BUYER reserves the right to pay directly to any claimant the amount of such claim and any payments will be credited against any amount owed by BUYER to SELLER. If no amounts are then due to SELLER, then the amounts so paid shall be deemed a debt of SELLER to BUYER. To the maximum extent permitted by applicable law, SELLER

agrees that, in consideration of BUYER awarding this Purchase Order to SELLER, SELLER shall waive any and all right to lien or encumber the Goods, BUYER's property or vessels, and any hydrocarbon product associated therewith. SELLER acknowledges that in entering into this Purchase Order, SELLER shall look solely and exclusively to BUYER for payment and shall not rely on any statutory, common law or other right to lien or encumber any property of BUYER or any hydrocarbons associated therewith.

31. SUBCONTRACTORS: SELLER expressly agrees to obtain BUYER's written approval prior to subcontracting any work required to produce the Goods furnished under this Purchase Order.

32. COMPLIANCE WITH LAWS: It is agreed by SELLER that in the performance of this Purchase Order, all operations shall be conducted in full compliance with any and all valid and applicable laws, rules, and regulations adopted by any governmental agency, whether local, state or federal and in accordance with generally accepted industry standards.

33. CONSEQUENTIAL DAMAGES: Notwithstanding anything to the contrary contained elsewhere herein, neither SELLER nor BUYER shall be liable to the other for any consequential, incidental, indirect or punitive damages of any kind or character, including, but not limited to, loss of use, loss of profit, loss of efficiency, loss of productivity, acceleration, loss of revenue whenever arising under this Purchase Order or as a result of, relating to or in connection with the Goods furnished hereunder, and no claim shall be made by either SELLER or BUYER against the other or their subcontractors of any tier, other contractors, or insurers REGARDLESS OF WHETHER SUCH CLAIM IS BASED OR CLAIMED TO BE BASED ON NEGLIGENCE (INCLUDING SOLE, JOINT, ACTIVE, PASSIVE, CONCURRENT OR GROSS NEGLIGENCE), UNSEAWORTHINESS, UNAIRWORTHINESS, FAULT, BREACH OF WARRANTY, BREACH OF CONTRACT, STATUTE, STRICT LIABILITY OR OTHERWISE.

34. SELLER'S OBLIGATIONS: The SELLER shall do everything necessary to ensure that no person, property, right, right-of-way or privilege shall be injured, damaged or unreasonably infringed by reason of SELLER's activities under the Purchase Order and all documents contained herein. Fire hazards shall be eliminated and the health of all persons employed in connection with the Order shall not be endangered. The SELLER shall maintain the adequate medical supervision of all persons employed in connection with the Order and adequate sanitation measures in respect of the Work. The SELLER shall observe and comply with all fire, safety, and security and other rules and regulations relating to the safe execution of the Work and shall be responsible for the observance thereof by its employees, workmen, agents and its subcontractors. During the execution of the Work, the SELLER shall furnish, free of charge, support and necessary conveniences at the SELLER's and its subcontractor's facilities to the BUYER's Representative or his deputy, including but not limited to secretarial service, telephone, facsimile, and office space.

35. RIGHTS OF TECHNOLOGY: If the SELLER's performance of this Purchase Order includes experimental design, development, or research work, and such work is paid for in whole or in part by BUYER, SELLER shall: (1) promptly disclose and assign to BUYER all technical data and computer software resulting, in whole or in part, from such work, including but not limited to all confidential designs, processes, know-how, trade secrets and inventions, whether or not patentable, resulting from such work (collectively the "Developed Technology"); (2) use the Developed Technology only in the performance of this Order; (3) maintain the Developed Technology in strict confidence using the same care as SELLER uses to protect its own proprietary information; (4) not disclose the Developed Technology to any third party; and (5) execute such documents and take such actions as BUYER may consider appropriate to vest in BUYER exclusive title to the Developed Technology.

36. RIGHTS OF THIRD PARTIES: The Contracts (Rights of Third Parties) Act 1999 shall not apply except for conferring on third parties the benefit of the indemnities and releases of liability specifically granted to such third parties in Clause 19 or as specifically stated elsewhere herein in relation to BUYER's Client(s).

37. PROHIBITION OF CORRUPT PRACTICES: As a condition to BUYER issuing this Purchase Order to SELLER, SELLER hereby represents, warrants and agrees that SELLER shall be bound and abide by and strictly comply with both the letter and the spirit of the applicable anti-bribery, anti-corruption, and anti-money laundering laws, rules, regulations, decrees and/or official governmental orders of the United States, the United Kingdom, and the jurisdiction in which the Goods or Services are supplied, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "FCPA"), and the U.K. Anti-Terrorism, Crime and Security Act 2001 and successor legislation, as well as any other applicable legislation implementing either the United Nations Convention Against Corruption or the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (collectively referred to as "Anti-Corrupt Practices Laws"). Without

limiting the generality of the foregoing, SELLER has not made and shall not make, in the performance of this Purchase Order, any offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value, directly or indirectly in violation of the Anti-Corrupt Practices Laws including, but not limited to:

(i) to or for the use or benefit of any official or employee of any Government or instrumentality thereof or the agencies of such Government,

(ii) to any other person if the SELLER or any partner, officer, director, employee, agent, representative or shareholder of the SELLER knows or has reason to suspect or know that any part of such thing of value will be directly or indirectly offered, given or promised, directly or indirectly, to any such Governmental officer or employee or political party or official thereof, or candidate for political office, or

(iii) to any other person or entity, the payment of which would violate the laws or policies of the United States in order to affect or influence any act or decision of such official or employee.

Further, SELLER hereby represents, warrants and agrees that SELLER shall be bound and abide by and strictly comply with the provisions of the Export Administration Act, Section 999 of the Internal Revenue Code, the trading With The Enemy Act, the International Emergency Economic Powers Act, and the Arms Export Control Act, and any amendments thereto as are from time to time in force in the United States of America, and any implementing regulations promulgated pursuant thereto.

(a) *Disclosure Controls and Procedures.* SELLER agrees and undertakes that in connection with this Purchase Order and in connection with any other business transactions involving BUYER and SELLER and the jurisdiction in which the Goods or Services are supplied, SELLER has applied, and will apply, effective disclosure controls and procedures.

(b) *Continuing Effect and Survival of Representation, Warranties and Covenants.* All of the foregoing representations, warranties and covenants shall be continuing in effect and shall survive for a period of sixty (60) months after completion, expiration, or termination of the Purchase Order. SELLER shall be obliged to immediately inform the BUYER if any of the foregoing representations and warranties ceases to be accurate, in whole or in part.

(c) *Right of Termination Due to Evidence of Violations.* In the event the BUYER has any reasonable basis to believe that SELLER may not be in compliance in any material way with the undertakings and/or requirements set forth in this Clause 37, BUYER shall advise SELLER in writing of its belief and SELLER shall fully cooperate with any and all inquiries undertaken by or on behalf of the BUYER. Without prejudice to any other rights the BUYER may have hereunder, under the Purchase

Order or at law (including, as applicable, the right of damages for breach of contract), the BUYER shall have the right to terminate this Purchase Order with immediate effect if any of the foregoing agreements, representations, warranties, covenants, undertakings, or requirements set forth in this Clause 37 have not been complied with or fulfilled by SELLER.

38. **EXPORT CONTROLS:** In the event that the Goods or any portion thereof are being exported from the United States then SELLER shall be responsible for determining all export licensing requirements and obtaining all necessary export licenses and authorizations as required by the laws of the United States of America, including, but not limited to, the United States Department of Defense, the United States Department of Commerce, the United States Department of the Treasury, and any other department or agency thereof that imposes and obligations relating to the export of goods, materials or intellectual property, including those of foreign government (i.e. non-United States) governments. In such circumstances, SELLER shall also obtain a United States agent or freight forwarder to facilitate the export of any goods, and SELLER shall be solely and exclusively responsible for providing written authorization or power of attorney to its agent or freight forwarder so that SELLER's agent or freight forwarder can act on SELLER's behalf. Copies of the written authorization or power of attorney given by SELLER to SELLER's agent or freight forwarder must be delivered to BUYER as a condition to the transfer of any goods by SELLER to BUYER or SELLER's agent or freight forwarder. SELLER's agent or freight forwarder shall be listed on all export documents as the Principal Party in Interest and/or Exporter, and SELLER and SELLER's agent or freight forwarder shall assume all responsibility for the proper handling, classification, and exporting of goods sold by SELLER to BUYER. Upon written request from BUYER, SELLER's agent or freight forwarder, SELLER shall provide all necessary and sufficient technical information to assist BUYER, SELLER's agent or freight forwarder in determining the export classification status of the goods.

Notwithstanding anything to the contrary contained elsewhere herein, SELLER shall be responsible for filing for and obtaining all such export licenses and authorizations for all goods, materials and intellectual property relating to the sale of the goods by SELLER to BUYER and SELLER shall release, defend, protect, indemnify and hold harmless BUYER, BUYER's parent, subsidiary and affiliated companies, the Client and all of their respective officers, directors, managers, members, employees, agents, contractors and subcontractor's of all tiers from and against any loss, cost, claim, liability, suit, judgment, award or damage (including reasonable attorney's fees) on account of failing to file for and properly obtain all such export licenses and authorizations for all goods, materials and intellectual property relating to the sale of the goods by SELLER to BUYER.

Attachment A – Special Conditions of Purchase

The following Special Condition of Purchase hereby amend the General Terms and Conditions of Purchase as set forth hereinbelow:

1. Clause 27 (Choice of Law) – Clause 27 is deleted in its entirety and replaced with :

27.1 The Laws of Singapore shall control the validity, construction and interpretation of the Purchase Order excluding any conflicts of laws principles which would direct the substantive law of another jurisdiction to apply, and the Parties agree to waive any right or redress under any statute, Law or regulation that would invalidate, in whole or in part, the dispute resolution forum and/or the governing law provisions under the Purchase Order.

27.2 Parties agree that the United Nations Convention on Contracts for International Sale of Goods (adopted at Vienna on 10 April 1980) does not apply in any respect to the Purchase Order.

2. Clause 19 (Indemnities) - Clause 19 is deleted in its entirety and replaced with :

19.1 SELLER shall release, protect, defend, indemnify and hold harmless BUYER and its parent, subsidiary and affiliated companies, BUYER's other contractors and subcontractors of all tiers and its and all of their respective officers, directors, members, employees, agents, invitees, assignees, representatives and the subrogees of all said parties (referred to as "BUYER GROUP") and the Client from and against any loss, cost, claim, obligation to indemnify another arising out of this Purchase Order, suit, judgment, subrogation action, award or damage (including reasonable attorney's fees) in any case of illness, injury or death to SELLER and its parent, subsidiary and affiliated companies, SELLER's subcontractors and vendors of all tiers and its and all of their respective officers, directors, members, employees, invitees, permitted assignees, representatives and the subrogees of all said parties (referred to as "SELLER GROUP") and in any case of loss or damage to any member of SELLER GROUP's property arising out or relating to the provision of the SELLER Goods furnished under this Purchase Order and REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY ANY MEMBER OF BUYER GROUP'S OR THE CLIENT'S NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT NEGLIGENCE), THE UNSEAWORTHINESS OF ANY VESSEL, THE UNAIRWORTHINESS OF ANY AIRCRAFT OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY AND INCLUDING PREEXISTING CONDITIONS.

19.2 BUYER shall release, protect, defend, indemnify and hold harmless all members of SELLER GROUP from and against any loss, cost, claim, obligation to indemnify another arising out of this Purchase Order, suit, judgment, subrogation action, award or damage (including reasonable attorney's fees) in any case of illness, injury or death to any member of BUYER GROUP and in any case or loss or damage to any member of BUYER GROUP'S property arising out or relating to the provision of the Goods furnished under this Purchase Order and REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY ANY MEMBER OF SELLER GROUP'S NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT OR CONCURRENT NEGLIGENCE), THE UNSEAWORTHINESS OF ANY VESSEL, THE UNAIRWORTHINESS OF ANY AIRCRAFT OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY AND INCLUDING PREEXISTING CONDITIONS.

Notwithstanding the foregoing, SELLER shall be liable in any case of loss or damage to property and in any case of injury or death to any person where such loss, damage, injury or death is caused or contributed to by any defect in the Goods furnished.

3. Clause 37 (Prohibition of Corrupt Practices) - Clause 37 is deleted in its entirety and replaced with:

37.1 As a condition to BUYER issuing the Purchase Order to SELLER, SELLER hereby represents, warrants and agrees that SELLER shall be bound and abide by and strictly comply with both the letter and the spirit of the Applicable Anti-corruption Laws.

37.2 Without limiting the generality of the foregoing, SELLER represents, warrants and agrees that neither SELLER, SELLER's Group nor SELLER's Personnel authorised, offered, promised or gave or will authorise, offer, promise or give anything of value to:

- (a) any:
 - (i) individual who is employed by or acting on behalf of an Authority, government, government-controlled entity or public international organization;
 - (ii) political party, party official or candidate;
 - (iii) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
 - (iv) individual who holds himself out to be the authorised intermediary of any person specified in paragraphs (i), (ii) or (iii) above, (each, a "Government Official"), in order to influence official action relating to either, or both, BUYER or the Purchase Order;
- (b) any person (whether or not a Government Official) to influence that person to act in breach of a duty of good faith, impartiality or trust ("acting improperly") in relation to either, or both, BUYER or the Purchase Order, to reward the person for acting improperly or in circumstances where the recipient would be acting improperly by receiving the thing of value; or
- (c) any other person while knowing, or while it ought reasonably to have known, that all or any portion of the money or other thing of value that was authorised, offered, promised or given or will be offered, promised or given to:
 - (i) a Government Official in order to influence or reward official action relating to either, or both, the Company or the Purchase Order; or
 - (ii) any person in order to influence or reward such person for acting improperly.

37.3 "Applicable Anti-Corruption Laws" is defined as:
"Applicable Anti-corruption Laws" means any anti-corruption Laws that are applicable to either Buyer, Seller or the Purchase Order, including, without limitation:

- (a) Japan Unfair Competition Prevention Law;
- (b) U.S. Foreign Corrupt Practices Act;
- (c) U.K. Bribery Act 2010;
- (d) Singapore's Prevention of Corruption Act and successor legislation;
- (e) any other applicable legislation implementing either the United Nations

- Convention Against Corruption or the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- (f) anti-corruption laws of any applicable country; and
 - (g) all applicable laws dealing with bribery, extortion and kickbacks.

4. Clause 25 Arbitration - Clause 25 is deleted in its entirety and replaced

with: Clause 25 Dispute Resolution and Arbitration

25.1 Settlement of Disputes

25.1.1 If, at any time, any question, dispute or difference shall arise between any other person or entity and BUYER, which BUYER alleges involves SELLER, then, at BUYER's sole and exclusive option, BUYER shall join as a party and SELLER agrees to be joined as a party in any proceeding which has resulted from such question, dispute or difference, and any award or judgment rendered by such a proceeding shall be final and binding on BUYER and SELLER.

25.1.2 In the event of any dispute or difference arising out of the Purchase Order, or in connection with any matter or thing therewith:

- (a) both Parties shall in the first instance settle the dispute amicably among themselves;
- (b) or thereafter if mutually agreed, submit the dispute or difference to the Singapore International Mediation Centre ('SIMC') or any equivalent thereof, for resolution by mediation in accordance with the mediation rules for the time being in force, which rules are deemed to be incorporated by reference to this clause; and
- (c) Parties agree to participate in the mediation in good faith and undertake to abide by the terms or any settlement reached if they decide to resolve the dispute or difference by mediation.

25.1.3 If a conclusion or settlement cannot be reached or if either Party disagrees to going for mediation and if the Party has served written notice on the other Party stating that it does not agree to submit the matter to mediation:

- (a) such dispute shall be resolved by arbitration in Singapore in accordance with the arbitration rules of the Singapore International Arbitration Centre ('SIAC') for the time being in force which rules are deemed incorporated by reference into this clause;
- (b) no reference to arbitration shall be initiated by SELLER before the date of final delivery of the Goods and/or completion of the Services unless the prior written consent of BUYER has been obtained;
- (c) Parties further agree that following commencement of arbitration, they may attempt in good faith to resolve the dispute or difference through meditation at SIMC, in accordance with SIAC-SIMC Arb-Med-Arb Protocol for the time being in force; and
- (d) any settlement reached in course of such mediation shall be referred to the arbitral tribunal appointed by the SIAC and may be made a consent award on agreed terms.

25.1.4 Unless otherwise mutually agreed by both Parties:

- (a) only 1 arbitrator shall be appointed and the appointment of this arbitrator shall be by the Chairman for the time being of the SIAC;
- (b) in the event that the arbitrator is appointed by the Chairman of the SIAC, the arbitration shall be conducted in accordance with the SIAC Rules;
- (c) in the event that an arbitrator has been appointed to deal with matters in dispute between BUYER and the Client, then if some or all of such matters arise out of the same facts as matter under the Purchase Order between BUYER and SELLER, both Parties shall use their best endeavours to secure the appointment of the same arbitrator to decide the dispute under the Purchase Order;
- (d) either Party shall be entitled to request the Singapore Court to appoint the same arbitrator do so, if necessary in place of an arbitrator already appointed under the Purchase Order, whose authority shall, to the extent of any such common dispute only, be deemed to have been revoked upon any such new appointment of a common arbitrator;
- (e) any arbitrator with jurisdiction under both contracts shall have power to hear evidence of the matters in dispute under the contract between the BUYER and Client, and generally to act as closely as possible in both arbitrations in accordance with the general principals of third party procedure in the Singapore Courts;
- (f) the arbitrator shall only apply the governing law as set forth in clause 37 [Governing Law] and shall disregard and shall not consider any other Law for any part or aspect of the award nor for any of the deliberations associated with the award;
- (g) the arbitrator shall have the right to award all reasonable attorney fees and costs to the prevailing party in proceeding hereunder;
- (h) the decision of the arbitrator shall be final, binding and enforceable in any court of competent jurisdiction and SELLER and BUYER agree that there shall be no appeal from the arbitrator's decision;
- (i) all statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding; and
- (j) the right to arbitrate shall survive the termination of the Purchase Order.

5. ADD New Clause Pollution clause

5.1 Further, SELLER shall assume all responsibility for, including control and removal of, and defend, protect, indemnify and hold harmless all members of the BUYER, BUYER's Group and Client from and against any loss, cost (including costs of pollution control, removal, spills, leakage and clean-up), suit, demand, judgment, award, obligation to indemnify another, or damage arising out of or relating to pollution, contamination or blow-outs of any kind which originates on or above the surface of the land or water from spills or leaks of fuel, lubricants, motor oil, pipe dope, paints, solvents, ballasts, bilge, garbage, sewerage, scrap steel and other materials emanating from the Goods and/or Services, SELLER's equipment or works and such equipment or works being incorporated into or part of the Goods and/or Services and SELLER agrees to protect, defend, indemnify and hold harmless all members of BUYER, BUYER's Group and Client from and against any loss, cost, claim, suit, demand, judgment, award, obligation to indemnify another, penalty, fine, or damage arising out of the above regardless of whether caused or brought about by any member of BUYER's, BUYER Group's

or Client's negligence (including active, passive, sole, joint or concurrent negligence) or any other theory of legal liability, including breach of subcontract, strict liability, the un-seaworthiness of any vessel and the un-airworthiness of any aircraft and including pre-existing conditions.

- 5.2 SELLER shall maintain insurance coverage in amounts sufficient to cover its obligations and liabilities set out above.
- 5.3 The Parties expressly agree that the indemnity obligations set forth in the Purchase Order survive the termination of the Purchase Order.
- 5.4 To the maximum extent permitted by Law:
 - (a) BUYER shall not be liable to SELLER for any indirect, special, incidental, punitive or consequential damages; and
 - (b) BUYER's liability to SELLER arising out of or in connection with the Purchase Order is limited to the Purchase Price paid or payable by BUYER under the Purchase Order