



**LAMPRELL ENERGY LTD
GENERAL CONDITIONS OF
PURCHASE OF SERVICES**

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1. DEFINITIONS AND INTERPRETATION

1.1. In these General Conditions of Purchase of Services, unless inconsistent with the context or otherwise specified, the following words shall have the following meanings: -

- “Authorised Representative” has the meaning assigned to it in Clause 32.2.1;
- “Buyer” means Lamprell Energy Ltd, whose registered office is at 15 – 19 Athol Street, Douglas, Isle of Man, IM1 1LB;
- “Buyer Group” means the Buyer and any and all other corporate entities that directly or indirectly control, are controlled by, or are under common control with the Buyer or share a common board of directors;
- “Charges” means the charges or rates for providing the Services as specified on the face of the Order;
- “Confidential Information” means all proprietary and confidential information of the Parties and those of their customers, clients or suppliers whether commercial, financial, technical or otherwise (whether oral, in writing, machine readable or in any other form) and material (whether electronically recorded, in writing or otherwise) which by its very nature should obviously be treated as secret and confidential and which the Parties desire to protect against unrestricted disclosure or competitive use or which is designated as such, including without limitation: -
- (i) information relating directly or indirectly to a member of the Buyer Group's business, including but not limited to details of trade secrets, know-how, strategies, ideas, operations, compliance information, processes, methodologies and practices; and
 - (ii) information supplied to the Buyer Group by suppliers which the Buyer is authorised to disclose; and
 - (iii) information relating directly or indirectly to a member of the Buyer Group's plans, intentions, know-how, market opportunities and business affairs or those of its suppliers, customers (including potential customers) and clients; and
 - (iv) works of authorship, products and materials written and prepared by the Buyer or another member of the Buyer Group in relation to the Contract including but not limited to computer programs, data, diagrams, charts, reports, specifications, sketches, inventions and working papers or similar materials of whatever nature or on whatever media relating thereto; and
 - (v) any information resulting directly or indirectly from the discussions or negotiations relating to the Contract and all copies, notes, records and all related information (in any form) generated by the Buyer or another member of the Buyer Group based on or arising from any disclosures for the Contract; and
 - (vi) the terms of any agreement reached by the Parties or proposed by either Party (whether agreed or not) in

connection with the Contract;

"Consequential Loss"	means any indirect losses and/or damage, including, but not limited to, loss of production, loss of product, loss of use, loss of revenue or profit or anticipated revenue or profit, loss of savings, economic loss and loss of business opportunities (including all costs and expenses arising out of any action, claim, suit, demand or judgment resulting from or arising out of any of the foregoing) and overhead costs, howsoever arising, under contract, tort, equity, breach of duty (statutory or otherwise);
"Contract"	has the meaning assigned to it in Clause 3.2;
"Disclosing Party"	has the meaning assigned to it in Clause 17.1;
"Effective Date"	means the date of the Order as written on the face of the Order or in the absence of any such date means the date notified in writing by the Buyer to the Supplier;
"General Conditions of Purchase"	means the terms and conditions contained herein;
"Initial Term"	means the period specified as such on the face of the Order;
"Intellectual Property Rights"	means all current and future copyright, patents, trade marks or rights in databases, inventions or trade secrets, know-how, rights in designs, topographies, trade and business names, domain names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world;
"Order"	means the Buyer's purchase order received by the Supplier corresponding to these General Conditions of Purchase which is hereby incorporated into and forms part of the Contract;
"Order Number"	means the Buyer's purchase order number stated on the face of its Order issued to the Supplier;
"Party"	means the Buyer or the Supplier individually;
"Parties"	means the Buyer and the Supplier collectively;
"Permitted Sub-Supplier"	has the meaning assigned to it in Clause 24.3;
"Project/Contract Manager"	means the person named as such on the face of the Order or as agreed in writing by the Parties from time to time or his or her successor or superior notified in writing to the other Party relating to the Order;
"Recipient Party"	has the meaning assigned to it in Clause 17.1;
"Relevant Failure"	has the meaning assigned to it in Clause 13.1;
"Services"	means any services ordered by the Buyer from the Supplier as detailed on the face of the Order which are to be provided by the Supplier in a timely manner and strictly in accordance with the terms and conditions of the Contract;
"Services Levels"	means the levels of service as detailed on the face of the Order;

"Staff"	means any person (including employees, agents and subcontractors) engaged directly or indirectly by the Supplier or the Buyer in connection with the Contract;
"Statement of Account"	means a statement of the Supplier's prevailing outstanding invoices for payment relating to all Orders received from the Buyer;
"Successor Supplier"	means any supplier which succeeds the Supplier in the provision of services which are the same as or similar to the Services (in whole or in part);
"Supplier"	means the company named on the face of the Order as supplier or seller;
"Working Day"	means those days when the Buyer is open for business being Saturday to Thursday (inclusive) and excluding UAE public holidays.

- 1.2. Clause headings are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation or construction of any of the terms and conditions of the Contract.
- 1.3. References to any gender includes any other gender, the plural shall include the singular and bodies corporate shall include unincorporated bodies and (in each case) vice versa.
- 1.4. Reference to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed to include a reference to the statute, enactment, ordinance, order, regulation or instrument as from time to time amended, extended, re-enacted or consolidated and all statutory instruments, orders, regulations or instruments made pursuant to it.
- 1.5. Clauses referenced by name shall refer to the Clause having the title referred to.
- 1.6. References to currency in the Contract, denoted by: "US \$" and "\$" are references to US Dollars and "AED" and "Dhs" are references to UAE Dirhams.

2. APPLICATION AND ACKNOWLEDGEMENT OF ORDER

- 2.1. Subject to any variation under Clause 2.4 below, these General Conditions of Purchase are the only conditions upon which the Buyer is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions.
- 2.2. Each Order for Services by the Buyer from the Supplier shall be deemed to be an offer by the Buyer to buy Services subject to these General Conditions of Purchase and no Order shall be accepted by the Buyer until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer in accordance with Clause 2.7 below.
- 2.3. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance/acknowledgement of order, specification or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.4. These General Conditions of Purchase apply to all the Buyer's purchases of services and any variation to these conditions shall have no effect unless expressly agreed in writing and signed by the Buyer's Group Procurement and Supply Chain Manager.
- 2.5. To purchase Services, the Buyer shall each time it elects to do so, submit an Order to the Supplier. The Order shall set out the type, quantity, price and required date of delivery of the Services or the period for performance of the Services, and other relevant information deemed necessary by the Buyer. Orders may be submitted by fax, post or personal email of the individual submitting the Order or hand delivered. Each Order shall be governed by

these General Conditions of Purchase.

- 2.6. The Buyer will not be obligated to purchase and pay for any Services unless the purchase is submitted on the Buyer's printed Order form and duly signed by an authorised representative for and on behalf of the Buyer.
- 2.7. Subject to Clause 3 below, acknowledgement of this Order must be made in writing by return of post to the Buyer's Procurement and Supply Chain Department at P.O. Box 6941, Sharjah, United Arab Emirates or by email quoting the relevant Order Number to OrderAcknowledgement@lamprell.com. Acceptance of the Order entails acceptance of the Contract and in the event of such Contract conflicting with any conditions or instructions of the Supplier then the Supplier's conditions and instructions shall be deemed to have no application whatsoever and the Contract shall prevail. Failure by the Supplier to acknowledge the Order within seven (7) days from the date of the Order shall be deemed as automatic acceptance by the Supplier of the Contract in its entirety without limitation.

3. FORMATION AND CONTENT OF THE CONTRACT

- 3.1. Notwithstanding anything to the contrary, commencement of any design, delivery, start of invoicing or performance of the Services by the Supplier implies acceptance of the Order by the Supplier subject to these General Conditions of Purchase.
- 3.2. The Buyer's Order shall consist of the following items and the order of precedence shall be as follows: -
 - 3.2.1. the Buyer's Order;
 - 3.2.2. any special conditions written or referred to on the face of the Order;
 - 3.2.3. these General Conditions of Purchase; and
 - 3.2.4. the technical specification referred to on the face of the Order.

The items referred to in 3.2.1 to 3.2.4 above (inclusive) together shall be referred to herein as the "Contract".

4. TERM

- 4.1. The Contract is deemed to take effect from the Effective Date and shall continue until completion of the Services to the reasonable satisfaction of the Buyer unless terminated in accordance with Clause 14 below.

5. SERVICES

- 5.1. The Supplier shall supply the Services to the Buyer in accordance with the Service Levels and in the terms and conditions of the Contract.
- 5.2. The Supplier shall commence the provision of the Services on the Effective Date unless stated otherwise by the Buyer on the face of the Order.
- 5.3. The Supplier agrees and undertakes to follow such directions in relation to the Services as the Buyer may notify to the Supplier from time to time however notwithstanding the foregoing the Supplier is fully responsible for the proper and timely performance of the Services in accordance with the Contract.
- 5.4. The Supplier will ensure that all members of its Staff comply with all reasonable security and other office procedures and regulations (including without limitation health and safety policies) implemented by any member of the Buyer Group, at any of their premises or third party premises at which the Services are required to be carried out, which are notified to the Supplier from time to time.
- 5.5. The Supplier undertakes that it will maintain a policy of attracting and retaining high quality staff and if the Supplier discovers any reason why an individual is or has become

unsuitable to provide the Services then the Supplier agrees to deal with the individual in accordance with its disciplinary procedure. The Supplier shall at the reasonable request of the Buyer remove any member of the Supplier's Staff from the provision of the Services and shall appoint a replacement who is reasonably acceptable to the Buyer.

5.6. The Supplier will report to the Buyer in accordance with only agreed requirements.

6. CONDUCT ON PREMISES WHERE THE SERVICES ARE TO BE PERFORMED

6.1. The Supplier will at all times comply with the Buyer's security, health, safety and environmental policies prevailing at time of performance of the Services and shall ensure that all personnel assigned to work under the Contract are fully trained in the operation of such policy requirements and comply with them. In particular, such personnel must be issued with a copy any relevant security, health, safety and environmental instructions.

6.2. The Supplier shall be responsible for the recruitment and training of sufficient personnel (whether employed by the Supplier or not) and ensuring that they conform to the standards of hygiene, discipline and security that apply to the Buyer's staff and shall submit to search, including their conveyances, whilst on the Buyer's premises or third party premises where the Services are to be performed or upon entering or leaving the said premises.

6.3. The Buyer may reasonably require the Supplier to withdraw any person (whether employed by the Supplier or not) from working on the Buyer's premises or such third party premises where the Services are to be performed.

6.4. The Supplier will be liable for all costs arising out of the misuse or breakage of any property supplied by the Buyer or any third party.

6.5. The Buyer grants the Supplier permission to use that part of the Buyer's premises or third party premises as may be from time to time designated for the Services solely for the purposes of delivering the Services to the Buyer.

6.6. In granting the permission in Clause 6.5 above, the Parties understand that no form of lease or relationship of landlord and tenant is created or intended to be created.

7. INVOICING PROCEDURE AND DOCUMENTATION

7.1. All invoices for payment must be submitted to the Buyer in accordance with the following invoicing procedure: -

7.1.1. unless agreed otherwise by the Buyer in case of milestone payment, one original invoice is required per Contract;

7.1.2. invoices must be submitted to the Buyer at the end of the calendar month following final completion of the Services;

7.1.3. all invoices for payment must be signed on behalf of the Supplier and delivered to the Buyer together with all supporting documentation as detailed in this Clause 7 by using one of the following three options: -

(i) by pre paid post to the Buyer's Procurement and Supply Chain Department, P.O. Box 6941, Sharjah, United Arab Emirates or such other address which the Buyer may specify from time to time; or

(ii) by hand delivery to the Buyer's locked invoice collection box located within the Buyer's Procurement and Supply Chain Department, inside Port Khalid, Sharjah, United Arab Emirates; or

(iii) by emailing a pdf (portable document format) copy of the signed invoice to InvoiceDocumentation@lamprell.com

whereupon receipt of which the invoice will be date and time stamped by the

Buyer evidencing receipt by the Buyer. Invoices issued to any location not specified by the Buyer shall be disregarded and will not be paid.

- 7.1.4. receipt of invoice by the Buyer as evidenced in accordance with sub-Clause 7.1.3 above does not constitute approval of invoice for payment;
 - 7.1.5. any goods supplied as part of the Services covered by the Contract must be plainly labelled, marked and shipped as specified on the face of the Order or otherwise advised in writing by the Buyer and the original bill of lading or transportation receipt relating to such goods must be attached to the invoice. In the case of delivery of such goods by instalments separate packing lists and bills of lading are required covering the contents of each shipment showing part number and number of packages;
 - 7.1.6. the Buyer's Order Number must be detailed on the invoice, and if applicable; packing lists, containers and bills of lading. If a line item number is stated on the face of the Order such line item number must be clearly written on the invoice, and if applicable; packing lists, containers and bill of lading;
 - 7.1.7. all invoices must be accompanied by a Statement of Account; and
 - 7.1.8. in the event of a discrepancy between the Supplier's invoice and the Order the Supplier shall provide the Buyer with a detailed reconciliation statement validating such discrepancy for the Buyer's approval prior to payment by the Buyer.
- 7.2. Invoices not properly supported in accordance with this Clause 7 may be returned to the Supplier unpaid.

8. CHARGES AND PAYMENT

- 8.1. Where the Buyer has issued no variation in scope, specification, quantity or delivery of the Services, the payment profile detailed on the face of the Order is fixed and firm for the duration of the Contract. Unless stated otherwise on the face of the Order all prices shall be in US Dollars (\$).
- 8.2. Subject to Clause 7 above and unless otherwise agreed in writing by the Buyer, payment shall be made by the Buyer within Sixty (60) days from end of month following submission of an acceptable invoice together with all documentation required under the Contract.
- 8.3. Any payment made by the Buyer under the Contract including the final payments under the Contract shall not prevent the Buyer from recovering any amount over paid or wrongfully paid however such payment may have arisen including but not limited to those paid to the Supplier by mistake of law or of fact. The Buyer shall be entitled to withhold such amount from any sums due or which may become due to the Supplier from the Buyer or the Buyer may recover such amount as a debt.
- 8.4. The Buyer may withhold payment against any invoice which is not submitted in accordance with the Contract or which covers or relates to any goods or services which have not been provided in accordance with the Contract and shall notify the Supplier in writing accordingly.
- 8.5. The Buyer shall, after giving notice to the Supplier, have the right to deduct from any payment due under a valid invoice any sums owed to it by the Supplier.
- 8.6. The Buyer may suspend the payment of any sums due or falling due to the Supplier where the Buyer has reasonable cause to believe that the Supplier is in breach of its obligation(s) to the Buyer under the Contract and such payment or sums relate to the obligation(s) in respect of which the Supplier is believed to be in breach.
- 8.7. Subject to Clause 8.6 above, if any sum due and payable under the Contract is not paid by the due date, the Party to whom such money is owed shall be entitled following receipt by the Party in default, of written notice from it, to charge interest at the rate of one (1) per cent above the base rate of Bank of England from time to time in force from the date

of such notice until the date of actual payment. Such interest shall accrue from day-to-day and be payable after as well as before any judgment until payment is received in full.

- 8.8. Interest referred to in Clause 8.7 above shall not accrue or be payable on any monies or payment withheld, deducted or suspended pursuant to Clauses 8.4, 8.5, or 8.6 above. The Parties agree that the right to claim interest under this Clause 8 is a substantial remedy for late payment and is in substitution for any statutory or other right to claim interest and/or other remedy for late payment including under the U.K. Late Payment of Commercial Debts (Interest) Act 1998 or equivalent legislation in any other jurisdiction.

9. INTELLECTUAL PROPERTY

- 9.1. The Supplier agrees not to cause or permit or to assist or allow others to do anything which may damage or endanger the Intellectual Property Rights of the Buyer or any other member of the Buyer Group.
- 9.2. Any Intellectual Property Rights in any deliverables produced for the Buyer by the Supplier as part of the Services shall belong to and vest in the Buyer unless otherwise agreed in writing between the Parties' Authorised Representatives.
- 9.3. The Supplier hereby assigns and shall assign and shall procure that all third parties in whom Intellectual Property Rights or who may have any right, title or interest in Intellectual Property Rights shall assign absolutely to the Buyer (or such person or persons as the Buyer may on a case by case basis nominate in writing prior to such assignment) all Intellectual Property Rights in deliverables produced pursuant to Clause 9.2 above with full title guarantee. Where any Intellectual Property Rights have yet to come into existence, such rights shall vest in the Buyer (or such person or persons as the Buyer may on a case by case basis nominate in writing prior to such assignment) as immediately upon so coming into existence.
- 9.4. At the Buyer's request, the Supplier shall do all such further acts and execute all such further documents and instruments as may be necessary or desirable in order to confirm title in the Intellectual Property Rights in the Buyer (or such person(s) as the Buyer may on a case by case basis nominate in writing) in applying for registration or similar protection in any part of the world of the Intellectual Property Rights.
- 9.5. The Supplier warrants and represents that the provision of the Services will not infringe the Intellectual Property Rights of any third party.
- 9.6. The Supplier shall indemnify the Buyer and keep the Buyer fully and effectively indemnified on demand (and shall pay such sums to the Buyer as would indemnify and keep indemnified each other member of the Buyer Group) against any and all loss, damage, claims, demands, actions, costs (including legal/ attorney fees), charges, expenses and liabilities of whatsoever nature incurred by or awarded to the Buyer and/or any other member of the Buyer Group, arising directly or indirectly out of a claim or allegation that arises where the Supplier is or is alleged to be in breach of any provision of this Clause 9.

10. LIMITATION OF LIABILITY

- 10.1. Nothing in the Contract excludes or limits the liability of either Party in respect of: -
- 10.1.1. death or personal injury caused by its negligence (including negligence by Supplier's Staff);
 - 10.1.2. any indemnity given in the Contract;
 - 10.1.3. dishonesty, or the tort of deceit, or willful neglect by its employees, agents or Suppliers;
 - 10.1.4. fraudulent misrepresentation; and

- 10.1.5. liability which may not otherwise be limited or excluded under applicable law.
- 10.2. Subject to Clause 10.1 above, in no event will either Party be liable to the other for Consequential Loss arising out of or in connection with the Contract.
- 10.3. Subject to Clause 10.1 above and unless stated otherwise on the face of the Order, the liability of each Party to the other arising out of or in connection with the Contract whether arising from contract, tort, negligence or otherwise shall be limited as follows: -
 - 10.3.1. for loss of or damage to physical property, the limit for any one event shall be US \$10 Million;
 - 10.3.2. for any other liability, the aggregate liability for any one event shall be limited to US \$10 Million.
- 10.4. The Buyer may recover directly from the Supplier any damages suffered by other members' of the Buyer Group as a result of any failure of the Supplier to comply with the terms of the Contract or at the Buyer's election, require that such damages be paid direct to the relevant member of the Buyer Group.

11. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 11.1. The Supplier represents and warrants that: -
 - 11.1.1. the Services will be rendered with due care and skill and that it is skilled in the services required by the Buyer and shall conform to the highest standards accepted within the industry to which the Services relate; and
 - 11.1.2. the Services will be provided in accordance with the Service Levels; and
 - 11.1.3. the Services will be: -
 - (i) reasonably fit for any purpose made known to the Supplier for which the Services are required;
 - (ii) of such a nature and quality that they might reasonably be expected to achieve any result made known to the Supplier that the Buyer desires the Services to achieve; and
 - 11.1.4. any goods or materials supplied in connection with the Services will: -
 - (i) be reasonably fit for any purpose made known to the Supplier for which the goods and/or materials are required;
 - (ii) be of such a nature and quality that they might reasonably be expected to achieve any result made known to the Supplier that the Buyer desires the goods and/or materials to achieve;
 - (iii) be genuine original equipment manufacture and are not forgeries, counterfeits or misrepresentations of other goods or materials produced by a third party who owns the design right, patent right, trademark right, copyright and/or other intellectual property rights in such goods or materials;
 - (iv) not be manufactured in or supplied from, whether directly or indirectly, any country or state which is subject to a prevailing trade embargo or like restriction by the United Nations or by any country of the Buyer's clients, including, but not limited to, the United States of America; and
 - (v) be delivered to the Buyer under the Contract free from and clear of any liens, charges or any other encumbrance.
 - 11.1.5. no applicable laws or regulations shall be violated in the manufacture or sale of any good or materials in the performance of the Services contemplated hereunder, and that the Supplier shall comply with and adhere to all applicable

laws and regulations which may apply to the Supplier in connection with the Contract. The Supplier shall defend, indemnify and hold the Buyer harmless against any claims in respect thereof.

12. TITLE AND RISK TO GOODS AND MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICES

- 12.1. Full and beneficial legal title to any goods or materials supplied to the Buyer in connection with the Services shall pass to the Buyer on the earlier of (i) payment to the Supplier or (ii) delivery to the Buyer in accordance with the Contract. If the Buyer makes payment to the Supplier by instalment (including an advance payment) the Supplier shall, save for contribution to reasonable overhead and general administrative expenses, apply each such instalment to the manufacture, sale and delivery of the goods and/or materials to the Buyer under the Contract.
- 12.2. Risk in compliant goods and materials supplied in connection with the Services in accordance with the Contract shall pass to the Buyer on safe delivery in good condition and acceptance thereof by the Buyer.
- 12.3. Such passing of title and risk as described in this Clause 12 shall be without prejudice to any right of rejection by the Buyer arising under the Contract and in law.
- 12.4. Goods, materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Buyer to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of any goods or materials supplied in connection with the Services shall at all times be and remain the exclusive property of the Buyer or the Buyer's client but shall be (i) held by the Supplier in safe custody at its own risk, (ii) clearly identified and recorded by the Supplier as belonging to the Buyer or the Buyer's client (as notified by the Buyer), (iii) maintained and kept in good condition by the Supplier until returned to the Buyer and such items shall not be (i) disposed of other than in accordance with the Buyer's written instructions; nor (ii) used otherwise than as authorised by the Buyer in writing. The Supplier hereby grants the Buyer the right and the Buyer hereby reserves the right at its discretion at any time to enter the Supplier's premises and any other location where such items are located to take possession of the same.

13. SUPPLIER'S DEFAULT OR DELAY

- 13.1. Notwithstanding any other provision of the Contract, in particular the Buyer's rights under Clause 14 below and subject to Clause 22 below, if the Supplier is unable to carry out the Services in accordance with the Service Levels or fails to perform and observe any of its obligations within a specified timescale or agreed critical date (a "Relevant Failure"), then without limiting any other rights or remedies of the Buyer, the Buyer may do any or all of the following: -
 - 13.1.1. suspend payment of any amounts then due and which may subsequently become due to the Supplier under the Contract until such time as the Supplier remedies the Relevant Failure;
 - 13.1.2. deduct from payment of the Supplier's invoices an amount which the Buyer reasonably considers appropriate, having regard to extent of the Relevant Failure and its impact on the Buyer;
 - 13.1.3. where applicable receive payment of service credits from the Supplier in accordance with the formula set out on the face of the Order; and
 - 13.1.4. procure services of a substantially similar nature to the Services from one or more third parties at the Supplier's cost, until such time as the Supplier remedies the Relevant Failure to the reasonable satisfaction of the Buyer and in accordance with the Contract.
- 13.2. Where applicable the Supplier acknowledges and agrees that any service credits set

out on the face of the Order are a genuine pre-estimate of the loss the Buyer is likely to suffer from the Supplier's failure to provide the Services in accordance with those requirements of the Contract in relation to which service credits are claimable.

- 13.3. Where applicable and without prejudice to the Buyer's rights under sub-clause 13.1.3 above, and provided the service credits are paid in accordance with sub-clause 13.1.3 and the said Order, the service credits shall be the sole remedy of the Buyer for such delay but not any further delay or non-delivery. The Buyer may at its entire discretion deduct such service credits payable from any monies due to the Supplier under the Contract and/or recover all or any part thereof as a debt then instantly due and payable by the Supplier.
- 13.4. Where applicable the Buyer shall notify the Supplier if it considers it is entitled to service credits in accordance with sub-clause 13.1 failure by the Buyer to so notify the Supplier shall not in any way affect the rights or remedies of the Buyer or the accrual of service credits.

14. TERMINATION

- 14.1. The Contract or any part thereof may be terminated forthwith by either Party ("the first party") by written notice to the other in the event of one or more of the following: -
 - 14.1.1. if the other ceases to carry on business or goes into liquidation (other than voluntary liquidation for the purpose of a bona fide solvent reconstruction or amalgamation, the terms of which have been approved in advance by the first party in writing) or is dissolved or struck off,
 - 14.1.2. if the other is unable to pay its debts as they mature or suffers the appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is the subject of any bankruptcy proceedings;
 - 14.1.3. if the other is in breach of any provisions of the Contract and fails to remedy such breach (where it is capable of being remedied) within thirty (30) days of notice from the first party specifying such breach.
- 14.2. The Buyer may terminate the Contract in whole or in part without liability and without entitling the Supplier to receive any compensation in respect of such termination): -
 - 14.2.1. immediately by written notice to the Supplier in the event that the Supplier commits a material breach of the Contract, including, but not limited to, Supplier's failure to provide the Buyer the appropriate guarantee as may be required pursuant to Clause 18 below, or persistently breaches any of the terms and conditions of the Contract;
 - 14.2.2. in accordance with Clause 22 below; and
 - 14.2.3. subject to Clause 14.3 below, by giving one (1) months written notice to the Supplier to terminate.
- 14.3. Where an Initial Term has been agreed, written notice referred to in Clause 14.2.3 above must not expire prior to the end of the Initial Term.
- 14.4. The Buyer shall have the right to terminate the Contract with immediate effect by written notice to the Supplier (without entitling the Supplier to receive any compensation in respect of the termination of the Contract) if without the Buyer's prior written consent the Supplier is the subject of a takeover, merger, acquisition or other form of change in majority voting control (either at shareholder meetings or meetings of the board of directors).
- 14.5. The Supplier shall immediately notify the Buyer if the Supplier is in breach of the Contract, there is any material alteration to the ownership, or control of the Supplier, the management of the Supplier is devolved to a third party company or any of the events referred to in sub-Clause 14.1 above occurs to it.

- 14.6. The Buyer may cancel an Order (and therefore the Contract will be automatically null and void and unenforceable) in whole or in part without any liability to the Supplier: -
- 14.6.1. at any time prior to acceptance of the relevant Order by the Supplier; and
 - 14.6.2. if the Supplier fails to expressly/formally accept or reject the relevant Order within the time period set forth in Clause 2.7 above.
- 14.7. The Buyer may suspend performance of the Contract if any corresponding contract relating to the Order between the Buyer and a third party is suspended for whatever reason. In such event, and provided that the Supplier is in compliance with its obligations under the Contract, the Buyer shall compensate the Supplier for costs reasonably and properly incurred until then in performing the Contract which would otherwise represent an irrecoverable direct loss to the Supplier, subject to the Supplier taking all reasonable steps to minimise its losses and subject to reasonable proof being provided. Compensation shall not in any event exceed the Contract price or relevant portion of the Contract price if the Contract is terminated in part. The Supplier shall promptly recommence the Services required pursuant to the Order following receipt of the Buyer's written notification of cessation of the said suspension and such dates for performance shall be extended by a period of time not greater than the corresponding period of suspension.
- 14.8. The rights and remedies of the Buyer set forth in this Clause 14 (and the remainder of the Contract) are not exclusive, and apply in addition to any other rights and remedies available at law, in contract, in equity or otherwise.
- 14.9. If either Party exercises its rights under this Clause 14, under no circumstances shall it become liable for the Consequential Loss which may be sustained by the other Party as a result thereof, including, but not limited to, in the event of wrongful termination.

15. EFFECT OF TERMINATION

- 15.1. Upon request by the Buyer, the Supplier shall, following termination of the Contract fully co-operate with and assist the Buyer free of charge in order to ensure that such termination and its consequences cause the minimum disruption to the Buyer's business and affairs and the performance of its responsibilities. The Supplier will take all reasonable steps to mitigate any costs which the Buyer Group may incur as a result of termination of the Contract.
- 15.2. Where agreed in writing by the Parties, the Supplier shall throughout the term of the Contract prepare, maintain and regularly update an exit management plan setting out the steps required to give effect to Clause 14.2.3 above and shall promptly provide a copy of the same to the Buyer upon reasonable written request. The Buyer shall have the right to approve and require changes to the exit management plan. The Supplier shall ensure that any termination of the Contract is implemented in accordance with the approved exit management plan.
- 15.3. Termination of the Contract shall be without prejudice to any rights of either Party which may have accrued up to the date of such termination and the rights to terminate the Contract are not intended to be exclusive but shall be in addition to every other remedy or right including the right to recover damages and to a decree requiring any appropriate performance required by the Contract.
- 15.4. Clauses 1, 3, 9, 10, 11, 15, 16, 17, 18, 19, 20, 21, 23, 26, 27, 29 and 32 shall survive any termination or expiry of the Contract and continue indefinitely.
- 15.5. In the event that the Contract is terminated the Supplier undertakes within ten (10) Working Days of receipt of a written request from the Buyer and at the option of the Buyer to: -
- 15.5.1. return all property in its possession or under its control that belongs to the Buyer;

15.5.2. return all Confidential Information in its possession together with all copies thereof; and

15.5.3. destroy all Confidential Information in its possession by shredding or incineration of all documents and other materials in its possession, custody or control and/or irretrievably delete the same if stored on electronic or magnetic media and certify to the Buyer that this has been done.

16. EXIT MANAGEMENT

16.1. The Buyer may provide such assistance to the Supplier's project manager as the Buyer considers appropriate, including assistance in the functional areas of human resources, finance, service provision and internal audit.

16.2. The Supplier shall co-operate fully with any third party service provider to the Buyer, including by: -

16.2.1. permitting access to the Supplier's Staff; and

16.2.2. assisting such service provider to undertake operational reviews and due diligence during the implementation of any transitional arrangements and/or agreed exit management plan.

16.3. The Supplier shall procure the assignment or novation of any third party contracts and other contracts entered into by the Supplier for the purposes of the Contract to the Buyer or to such third party as the Buyer shall nominate, and in default the Supplier hereby appoints the Buyer as its attorney for the purpose of signing and executing all such documents in its name and on its behalf as shall be necessary to effect such assignments or novations.

16.4. The Supplier shall maintain information notified from time to time by the Buyer so as to enable the Buyer to assess the ability of the Supplier to effectively implement the transitional arrangements in accordance with Clauses 14.2.3 and 14.3 above.

17. CONFIDENTIALITY

17.1. Subject to Clauses 17.2 and 17.3 and save as otherwise expressly provided in the Contract, neither Party shall during the term of the Contract or thereafter disclose to any person or use for any purpose any Confidential Information obtained by it (the "Recipient Party") from the other (the "Disclosing Party") in connection with the Contract but the Recipient Party may: -

17.1.1. disclose Confidential Information to such of its Staff or professional advisers (which shall include lawyers, accountants and auditors) who have a need to know such Confidential Information for the proper performance of their duties provided that the Recipient Party has given prior written instructions to such Staff and, where relevant, professional advisers as to the restrictions on use and disclosure contained in the Contract; and

17.1.2. use Confidential Information in the proper exercise of its rights and the performance of its obligations under the Contract.

17.2. The Recipient Party shall use its best efforts at all times to minimise the risk of unauthorised disclosure or use and undertakes to take proper care and all reasonable measures to protect the confidentiality of the Confidential Information using not less than the standard of care as it applies to its own Confidential Information. Without limiting the generality of the foregoing, if so directed by the Buyer, the Supplier shall require its Staff to execute a written undertaking in favour of the Buyer in similar terms to the provisions of the Contract.

17.3. The restrictions on use and disclosure of Confidential Information under Clause 17.1 shall not apply to any Confidential Information which the Recipient Party can prove: -

- 17.3.1. was already known to it prior to its receipt thereof from the Disclosing Party; or
 - 17.3.2. was subsequently disclosed to it lawfully by a third party who did not obtain the same (whether directly or indirectly) from the Disclosing Party; or
 - 17.3.3. was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this Clause or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or
 - 17.3.4. is required to be disclosed by law, regulation, order or regulators.
- 17.4. Confidential Information shall be subject to the obligations of Confidence in this Clause 17, irrespective of whether communicated orally or in writing by the Disclosing Party or its authorised representatives or obtained through observations made by authorised representatives of the Recipient Party at the premises of the Disclosing Party.
- 17.5. Confidential Information shall not be exempted under Clause 17.3 from restriction under the Contract by reason only that: -
- 17.5.1. some or all of its features (but not the combination and/or principle thereof) are or become public knowledge or are in the possession of or become available to the Recipient Party as mentioned in Clause 17.3: or
 - 17.5.2. such information could be derived or obtained from information which is or becomes public knowledge or is in the possession of or becomes available to the Recipient Party as mentioned in Clause 17.3 if so to obtain or derive it would require substantial skill, labour or expense.
- 17.6. The Supplier shall not advertise or publish the fact that the Buyer has contracted with the Supplier, nor use the Buyer's name or logo in any advertisement, publication, brochure or website without the Buyer's prior written consent which may be conditional if granted.
- 17.7. The Supplier shall not publicise (for example by making press statements or by issuing press releases) or release any information in relation to or about the Contract except with the Buyer's prior written approval.
- 17.8. This Clause 17 shall survive any termination of the Contract.

18. GUARANTEE

- 18.1. Where stated on the face of the Order it is a condition of the Contract that the Supplier delivers to the Buyer within twenty one (21) calendar days', in a form and on terms acceptable to the Buyer, a duly executed guarantee of the Supplier's obligations under the Contract.

19. AUDIT

- 19.1. The Supplier will maintain a complete audit trail and maintain records and supporting documentation of all financial and nonfinancial transactions relating to the Contract.
- 19.2. The Supplier agrees to comply with any audit policies of the Buyer which are communicated from time to time and agreed in writing to be incorporated into the Contract.
- 19.3. The Buyer and its internal and external auditors, inspectors, regulators and such other representatives as the Buyer may designate from time to time will have the reasonable right to perform audits and inspections of the Supplier and its subcontractors to: -
- 19.3.1. verify the make up and accuracy of all charges and invoices;
 - 19.3.2. examine the Supplier's performance of the Services including verifying compliance with applicable service levels and performing audits of Supplier's practices and procedures, Supplier's systems, Supplier's general controls and

security practices and procedures, Supplier's disaster recovery and back-up procedures and contingency plans and Supplier's compliance with all applicable regulatory requirements, in particular relating to all equipment and services supplied to the Buyer or other members of the Buyer Group.

- 19.4. The Supplier will (at no additional cost to the Buyer) give the Buyer and its audit representatives full access at all reasonable times and on reasonable notice to the premises at which or from which the Supplier supplies the Services, including those facilities where any Staff, equipment, software, data, records and systems relating to the Services are located.
- 19.5. The Supplier shall make available promptly to the Buyer, at no additional charge, the results of any internal or external review or audit conducted by the Supplier or its Suppliers, agents or representatives, relating to the Supplier's operating practices and procedures to the extent relevant to the Services provided by the Supplier under the Contract.
- 19.6. For the purposes of complying with this Clause 19, the Supplier will provide full co-operation to the Buyer and its internal and external auditors, inspectors, regulators and representatives.

20. PROVISION OF INFORMATION

- 20.1. The Supplier shall, provide at the Buyer's reasonable request, project, financial, management, business and/or any other reasonable information related to the Contract, which is normally recorded in any form in the Supplier's business environment such as details of the Buyer's spend profile with the Supplier (excluding any trade secret information).
- 20.2. The Supplier shall, (where relevant), supply on request from the Buyer, all reasonable data required by the Buyer to support the revision of the measures used to gauge performance standards.
- 20.3. The Supplier shall promptly provide the information referred to in Clauses 20.1 and 20.2 to the Buyer at no additional cost to the Buyer and in any event within five (5) Working Days of request from the Buyer and where relevant shall be subject to Clause 17.

21. INSURANCE

- 21.1. Unless stated otherwise on the face of the Order or as may otherwise be agreed in writing by the Buyer or unless the Supplier is otherwise obligated to maintain higher levels of insurance cover by any law, statute, regulation, court order or safety standard or other standard in relation to the supply of the Services in which case the Supplier shall take out and maintain such insurance cover in connection with the Contract, the Supplier represents and warrants that it has in effect and will maintain in effect suitable and sufficient insurance with a reputable insurance company for the minimum cover as follows: -
 - 21.1.1. Public and product liability covering legal liability in respect of any bodily injury and property damage claims arising from or related to the Contract: equivalent to US \$2 Million;
 - 21.1.2. Professional Indemnity covering the Buyer Group's potential financial loss and damage as a result of any breach, error or omission by the Supplier under the Contract: equivalent to value stated on the face of the Order;
 - 21.1.3. All risks insurance (including but not limited to fire liability) for any of the Buyer's on loan goods, tools, equipment or other property whilst they are in the Supplier's possession for their full replacement "as new" value as notified to the Supplier from time to time by the Buyer; and
 - 21.1.4. Workman's Compensation covering legal liability to make any payment in respect of death, injury or disability of employees under applicable law: US

\$1 Million or such higher amount as is required by local legislation.

- 21.2. The Supplier shall maintain the insurance policy referred to above until seven (7) years after completion of all of the Supplier's obligations under the Contract.
- 21.3. The aforementioned insurance policies shall be taken out and maintained by the Supplier at its own cost, with a reputable insurance company, and shall be evidenced by insurance certificates to be provided to the Buyer upon the Buyer's request. Said policies shall name the Buyer as an additional insured to the extent of the liabilities assumed by the Supplier under the Contract (except for Workman's Compensation), and shall be endorsed to provide that (i) no insurance policy shall be cancelled or materially changed without thirty (30) days' prior written notice to the Buyer, and (ii) the Supplier's insurers shall waive their rights of subrogation against the Buyer to the extent of the liabilities assumed by the Supplier under the Contract.

22. FORCE MAJEURE

- 22.1. If either Party fails to perform its obligations under the Contract due to causes beyond its reasonable control including, but not limited to, war, fire, blockade, strikes (excluding strikes by its own personnel) or natural catastrophe ("Force Majeure"), then that Party shall not be held responsible for any loss or damage which may be incurred by the other Party as a result of such failure provided that, if the performance by the Supplier of its duties is substantially prevented for a continuous period of fifteen (15) days (or more than fifteen (15) separate days in any period of thirty days), the Buyer may, on written notice to the Supplier, terminate the Contract or any part affected by such cause. Each Party will give notice to the other as soon as possible upon becoming aware of an event that may lead to the reliance upon this Clause.

23. RELATIONSHIP

- 23.1. Nothing in the Contract creates a joint venture, relationship of partnership or agency between the Parties. Accordingly, except as expressly authorised under the Contract neither Party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another Party. No Supplier's Staff shall be construed as being an employee of the Buyer by virtue only of the Contract or the performance of the Supplier's obligations under the Contract.

24. ASSIGNMENT AND SUB-CONTRACTING

- 24.1. Subject to Clause 24.2 below, neither Party may assign or sub-contract any of its rights or obligations under the Contract to any other third party without first obtaining the express written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 24.2. The Buyer may on written notice, without prior consent from the Supplier, transfer, assign or sub-license the benefit of the whole or any part of its obligations and rights under the Contract to any member of the Buyer Group or any successor of all or part of the Buyer or the Buyer Group's business.
- 24.3. In the event that the Buyer permits the Supplier to sub-contract any of its obligations under the Contract, the Supplier shall remain fully responsible for the performance of its obligations under the Contract and the Supplier shall procure that the sub-Supplier ("Permitted Sub-Supplier") complies with the obligations of the Supplier under the Contract as if it were a party to the Contract. The Supplier shall contractually impose no less onerous terms than those contained in the Contract, in its agreement with its Permitted Sub-Supplier(s).

25. VARIATIONS

- 25.1. Any terms of the Supplier or any third party purporting to vary the Contract shall be of no effect unless the provisions of this Clause 25 have been followed.

25.2. The Contract may only be changed or added to by a written variation referencing this Clause 25, agreed and signed by both Parties' Authorised Representatives.

26. DISPUTES WITH THIRD PARTIES

26.1. If any third party makes any claim against the Buyer arising from the performance of the Contract by the Supplier, or in respect of the Services supplied under it, the Supplier shall at its own expense on request by the Buyer join the Buyer in defending the claim. The decision of any court or arbitration tribunal deciding upon the claim shall, so far as is relevant, be admitted as conclusive in any consequent claim made by the Buyer against the Supplier under the Contract.

27. THIRD PARTY RIGHTS

27.1. The Contract does not create or confer any rights or benefits enforceable by any person not a party to it (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999) except: -

27.1.1. a member of the Buyer Group shall have the right to enforce any rights or benefits in the Contract;

27.1.2. a member of the Buyer Group shall have the right to enforce the rights or benefits of any indemnity, limitation, and/or exclusion of liability in the Contract;

27.1.3. a person who is a permitted successor or assignee under Clause 24 above of the rights or benefits of the Contract may enforce such rights or benefits.

27.2. No consent from the persons referred to in this Clause is required for the Parties to vary or rescind the Contract (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

28. CONTINGENCY PLANNING

28.1. The Supplier must maintain adequate disaster recovery and back-up procedures and contingency plans to ensure the Supplier's business continuity and that the Supplier is able to perform the Contract without interruption.

28.2. The Supplier must test, and permit the Buyer to inspect the results of such tests or to carry out its own tests upon, the procedures and plans referred to in sub-Clause 28.1 to verify they serve the purpose described in sub-Clause 28.1. Such tests shall be carried out bi-annually or more frequently as agreed by the Parties.

29. ENTIRE AGREEMENT

29.1. The Contract constitutes the entire agreement and understanding between the Parties relating to the subject matter. Except as may be expressly stated in the Contract or as agreed in writing by the Buyer, the Contract supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the Parties. The Supplier acknowledges and agrees that in entering into the Contract it does not rely on any statement, representation, warranty or understanding made prior to the Contract save to the extent that such statement, representation, warranty or understanding is incorporated into the Contract. The Supplier acknowledges and agrees that in entering into the Contract it has not relied on or has been induced to enter into the Contract by any statement, representation, warranty or understanding made prior to the Contract.

30. NOTICES

30.1. Any notice required under the Contract must be given in writing in English language.

30.2. Notices issued pursuant to any provisions of the Contract shall be properly delivered to the Buyer in writing to the following address or such alternative address as the Buyer shall nominate in writing to the Supplier: -

Lamprell Energy Ltd
C/o PO Box 6941
Sharjah
United Arab Emirates

Attention: The Procurement and Supply Chain Manager

With a copy to: The Vice President Commercial, and
 The General Counsel

- 30.3. Notices issued pursuant to any provisions of the Contract shall be properly delivered to the Supplier in writing to the Supplier's principal place of business or such other address as the Supplier shall notify the Buyer of in writing.
- 30.4. Notwithstanding anything to the contrary in the Contract, notices under the Contract shall be deemed received (i) upon delivery if hand delivered, (ii) upon delivery if sent by registered post or registered courier, and (iii) upon recipient's confirmation of receipt if sent by facsimile. For the avoidance of doubt, any notice relating to any termination or suspension of the Contract shall only be valid if sent by non electronic means and shall only be received in accordance with the foregoing.

31. MISCELLANEOUS

- 31.1. The Supplier agrees, in relation to the supply of goods and materials, to take diligent steps to protect the environment, which includes proper management and disposal of all waste generated in the course of providing the goods and/or materials, in accordance with applicable laws and regulations and best industry practices. Furthermore, the Supplier agrees to monitor its compliance with the foregoing.
- 31.2. The Supplier agrees that it shall not (and shall procure that its employees, agents, servants, Permitted Sub-Supplier(s), and supplier's shall not) (i) either directly or indirectly, pay, promise to pay, authorise the payment of, or transfer, money, or anything of value, or offer any inducement in any form to any employee or representative of the Buyer, or an official of any governmental body or agency or instrumentality thereof, or political party, to secure any advantage or benefit in relation to the matters contemplated under the Contract, or influence the act or omission of any of the aforesaid persons in order to obtain or retain business related to the Contract, or obtain any improper advantage or benefit, and/or (ii) obtain or maintain business through illegal conduct or practices of unfair competition. Any breach of the foregoing shall be a material breach of the Contract not capable of remedy.
- 31.3. The Supplier agrees that it shall continuously make commercially reasonable efforts to improve the performance and quality of the Services including any goods and materials supplied as part of the Services. The Buyer shall endeavour but is not obliged to assist the Supplier in so doing by notifying the Supplier of any technical or operational problem or dysfunction of the Services noticed by the Buyer.
- 31.4. The Supplier agrees that before starting the performance of the Contract, it shall, as applicable, have implemented and documented a quality assurance program meeting the requirements of ISO 9001 or of an internationally recognised standard of the same level or higher.
- 31.5. Any provision of the Contract which in any way contravenes applicable laws or regulations shall be deemed severable to the extent of such contravention, and the legality, validity or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired thereby. The Parties shall promptly negotiate to restore the Contract as near as possible to its original intent and economic effect.
- 31.6. The provisions of the Contract which by their nature are intended to survive the suspension, termination or expiry of the Contract (including without limitation warranty,

- indemnity/liability and confidentiality provisions and those Clauses stated in Clause 15.4 above) shall remain in full force and effect after said suspension, termination or expiry.
- 31.7. No forbearance, delay or indulgence by either Party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that Party nor shall any waiver of its rights in relation to a breach of the Contract operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to either Party under the Contract is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.
- 31.8. The terms and conditions contained in the Contract may not be discharged in whole or in part by waiver, renunciation, or failure of enforcement, unless specifically agreed to in writing by the Party to which said terms and conditions benefit.

32. LAW AND DISPUTE RESOLUTION

- 32.1. The Contract shall be interpreted, construed and governed in accordance with English law.
- 32.2. In the event of any dispute between the Buyer and the Supplier arising out of or in connection with the Contract, the Buyer and the Supplier shall first use its respective best endeavours in good faith to resolve any such dispute by escalation as follows: -
- 32.2.1. initially by negotiations between the Buyer's Group Procurement and Supply Chain Manager and the Supplier's Project/Contract Manager who are hereby authorised to settle the dispute ("Authorised Representatives");
- 32.2.2. if the Authorised Representatives shall fail to resolve the dispute within fourteen (14) Working Days' of the dispute being referred to them, by the referral to and negotiation between one statutory officer (director) of each of the Buyer and the Supplier who are hereby authorised to settle the dispute; and
- 32.2.3. if the Buyer and the Supplier fail to resolve the dispute amicably as set forth in Clause 32.2.1 and Clause 32.2.2 above, either Party may refer the dispute to arbitration in accordance with the following procedure: -
- (i) Any unresolved dispute arising out of or in connection with the Contract shall be finally settled under the prevailing arbitration rules of the Dubai International Arbitration Centre ("DIAC") by three arbitrators, one appointed by the Buyer, one appointed by the Supplier and the third arbitrator (the Chairman) to be appointed by the first two arbitrators (who shall be appointed within twenty (20) Working Days by each Party). The venue of the arbitration shall be in Dubai at the DIAC. The laws of England shall be the governing law in relation to the dispute and the arbitration proceedings. The arbitration shall be conducted in the English language.
- (ii) The Buyer and the Supplier hereby agree that judgment rendered in any arbitration shall be final and binding.
- (iii) The Buyer and the Supplier hereby further agree that the award of the arbitrators shall be the sole and exclusive remedy between them regarding any claims, counterclaims, issues or accountings presented or pled to the arbitrator(s); that it shall be made and shall promptly be payable in U.S. Dollars free of any tax, deduction or off-set; and that any cost, fees or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the Party resisting such enforcement. Subject to the aforementioned rules of arbitration, the award shall include interest from the date of any damages incurred for breach or other violation of the Contract, and from the date of the award until paid in full, at a rate to be fixed by the arbitrator(s) but in no event less than the London Interbank Offering Rate ("LIBOR") per annum quoted for the corresponding period by Lloyds TSB bank plc in the London Interbank Market of United States Dollars for immediately available funds.

- 32.3. Notwithstanding the dispute resolution process set out in Clause 32.2 above, neither the Buyer nor the Supplier shall be prevented from referring an unresolved dispute to arbitration at any time during the dispute resolution process described in Clause 32.2 above.
- 32.4. The commencement of any arbitration proceedings shall in no way affect the continual performance of the obligations of the Parties under the Contract, except in so far as such obligations relate to the subject matter of such proceedings. In the event of a dispute in which the Parties are unable to agree on the amount of payment by one Party to the other, the Party disputing the amount shall be entitled to post a bank guarantee reasonably satisfactory to other Party claiming the amount pending the resolution of the dispute and the Parties agree that continued performance of the Contract shall not be delayed by reason only of such dispute.