

# PURCHASE ORDER

<b>ISSUE DATE:</b> 18-Nov-2021	<b>PURCHASE ORDER NO:</b> R3973-PO-111600-001
<b>PROJECT No:</b> R3973	<b>MR NO:</b> SA5010RM0000001
<b>Solar Turbines International Company</b> a company existing pursuant to the laws of Unites States of America, having its registered office at:  9330 Sky Park Court San Diego, California 92123-5398, United States of America  <b>("SELLER")</b>  <b>Representative:</b> Chris Patterson <b>Tel.no.:</b> +1 858 779 7514 <b>Email:</b> Patterson_Chris_R@solarturbines.com	<b>McDermott Asia Pacific Sdn Bhd</b> a corporation existing pursuant to the laws of Malaysia, having its registered office at:  Level 24, Menara Hap Seng 2 No. 1, Jalan P.Ramlee, 50250 Kuala Lumpur, Malaysia  <b>("BUYER")</b>  <b>Representative:</b> Abdul Rahman <b>Tel.no.:</b> +60 3 2856 5000 <b>Email:</b> Abdulrahman.abdullah@mcdermott.com
<p align="center"><b>For the Supply of GOODS and Services</b></p> <p align="center">Main Power Generator and Waste Heat Recovery Unit</p>	
<b>CONTRACTUAL DELIVERY DATE:</b>  <b>Refer to Clause 5.0</b>	<b>PURCHASE ORDER PRICE:</b>  <b>USD 30,630,285.00</b>  as further set out in Clause 3.0
Accepted this ____ day of _____, 20____ (the " <b>EFFECTIVE DATE</b> ") by duly authorized representatives of:	
<b>SELLER: Solar Turbines International Company</b>          _____ (Authorized representative of SELLER)	<b>BUYER: McDermott Asia Pacific Sdn Bhd</b>   <div style="border: 1px solid black; padding: 5px; display: inline-block;"> DocuSigned by:    3EAC653CC091472... </div> 19-Nov-21   12:00 AM CST  _____ (Authorized representative of BUYER)

1. By signing above, and for the PURCHASE ORDER PRICE specified herein, SELLER agrees to supply the GOODS (and SERVICES if applicable) to BUYER pursuant to the terms and conditions of this PURCHASE ORDER.
2. SELLER acknowledges and agrees to be bound by the PURCHASE ORDER, including all terms and conditions contained in this PURCHASE ORDER.
3. This PURCHASE ORDER shall become a binding contract upon SELLER signing and returning a written acceptance of the PURCHASE ORDER or upon SELLER otherwise acknowledging acceptance of the PURCHASE ORDER or commencing performance of the PURCHASE ORDER, whichever comes first.
4. SELLER shall promptly return a wet signed copy of this PURCHASE ORDER Confirmation Form to the attention of BUYER's Contact by registered mail and in parallel send a copy to BUYER via email.



Scarborough FPU Development Project



Document Title:	Purchase Order No.	Rev:
Purchase Order for Main Power Generator and WHRU	R3973-PO-111600-001	0

TABLE OF CONTENTS

1.0. CAPITALIZED WORDS..... 3

2.0. SALE AND PURCHASE OF THE GOODS – PERFORMANCE OF SERVICES ..... 3

3.0. PURCHASE ORDER PRICE ..... 4

4.0. TERMS OF PAYMENT AND INVOICING ..... 5

5.0. CONTRACTUAL DELIVERY DATE(S) AND LATE DELIVERY OF GOODS ..... 8

6.0. GUARANTEE/WARRANTY PERIOD AND EXPIRY OF THE BONDS ..... 9

7.0. DOCUMENT SUBMISSIONS ..... 9

8.0. CORRESPONDENCE AND REPRESENTATIVES ..... 9

9.0. SCHEDULE AND PROGRESS REPORTING..... 11

10.0 MANUFACTURING LOCATION / INSPECTION INVITATION ..... 11

11.0 QUALITY ASSURANCE..... 12

12.0 SPECIAL NOTE..... 12

13.0 SUBCONTRACTS ..... 12

14.0 OTHER CHANGES AND ADDITIONS TO THE TCP ..... 12

15.0 PARENT COMPANY GUARANTEE ..... 12

17.0 CONCESSION REQUESTS ..... 12

18.0 SPONSOR ..... 12

19.0 STORAGE..... 13

20.0 SPARE PARTS AND INTERCHANGEABILITY RECORD (SPIR)..... 13

21.0 ATTACHMENTS:

ANNEX 1 - BREAKDOWN OF THE PURCHASE ORDER PRICE.....14



## Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

### 1.0. CAPITALIZED WORDS

- (a) In this ORDER all capitalized words and expressions shall have the same meanings as given to them in this PURCHASE ORDER or in the Terms and Conditions of Purchase (hereinafter also referred to as "TCP").
- (b) Headings and subheadings of Clauses used in this ORDER are for convenience and ease of reference only and in no way define, limit or describe the scope of this ORDER or any of its provisions.

### 2.0. SALE AND PURCHASE OF THE GOODS – PERFORMANCE OF SERVICES

2.1. BUYER has agreed to purchase and SELLER has agreed to sell GOODS and to perform services as defined hereafter, described and specified in or which may be inferred from the ORDER.

2.2. The sale and purchase of GOODS and the performance of services shall be strictly in compliance with and subject to the provisions of:

- (i) this PURCHASE ORDER;
- (ii) Special Terms and Conditions of Project , R3973-PO-111600-00001.40 dated 12-Nov-2021
- (iii) Global Master Supply Agreement No. 5006 signed between the Parties, R3973-PT-AG-000003 Rev 5 dated 10-Nov-2016
- (iv) ANNEX 1: Breakdown of the Purchase Order price
- (v) ANNEX 2: Form of Performance Bond, Ref: R3973-PT-PR-00009 Rev 1 dated 28-Jun-2021 , mutually agreed by both parties prior to issuance of Payment Milestone-01
- (vi) ANNEX 3: Form of Payment Bond, Ref: R3973-PT-PR-00010 Rev 1 dated 28-Jun-2021 ,mutually agreed by both parties prior to issuance of Payment Milestone-01
- (vii) following PURCHASE ORDER Attachments:
  1. Material Requisition No: SA5010RM0000001.01Rev.0 (which includes the Technical Deviations and Clarifications) and all attachments listed therein;
  2. Seller's Technical Proposal Ref: OG-AU18-87723 Rev 7A dated 15-Sep-2021
  3. Commercial Proposal Ref. OG-AU18-87723 dated 03-Nov-2021
  4. Technical Services Purchase Order R3973-PT-PR-000011 (required as per Article 3.3.2 of this ORDER), Rev.3, dated March 01, 2021; - NOT USED
  5. Packing, Marking, Preservation and Shipping Procedure, R3973-PT-PR-000008, Rev. 4, dated 28-Jun-2021;
  6. Final Waiver of Lien and Release, R3973-PT-PR-000012 Rev 4, dated 28-Jun-2021 attached; format of form can be updated if mutually agreed by both parties;
  7. Inspection Notification, R3973-IN-FM-00006; format of form can be updated if mutually agreed by both parties;
  8. Standardised Equipment Overview – NOT USED;
  9. Spare Parts for One Year Operations (SPOYO)
  10. Spare Parts and Interchangeability Records (SPIR), R3973-PT-GE-000004 and SPIR completion guide R3973-PT-GE000005;
  11. SELLER Concession Request Form, R3973-PT-PR-000019 (if applicable);
  12. Certificate of Ownership of Stored GOODS, R3973-PT-PR-000014; , format of form can be updated if mutually agreed by both parties;
  13. Schedule of Key dates – NOT USED
  14. Form of Application for Payment, R3973-PT-PR-000016 Rev.1;format of form can be updated if mutually agreed by both parties;
  15. Capital Spare Parts and Spare Parts for Commissioning & Start-up (if applicable)
  16. Form of Parent Company Guarantee – NOT USED
  17. Commercial Clarification Check sheet; agreed by both parties
  18. Monthly Progress Report R3973-PT-RP-000029
  19. Equipment Standardization – NOT USED
  20. Sub-Vendor List agreed by both parties, as per discussed in Technical Exclusions and Deviations Summary (TEDS)



## Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

The abovementioned documents shall be read as one document and form the PURCHASE ORDER. Nothing in the Materials Requisition shall extend Seller's obligations.

In the event of any conflict, inconsistency and/or ambiguities within any document constituting the ORDER, and in the event of any conflict, inconsistency and/or ambiguities between any documents constituting the ORDER precedence shall be given to the documents in the ORDER listed hereinabove.

### 3.0. PURCHASE ORDER PRICE

3.1 In full consideration of the provision, supply and delivery of the GOODS and the rendering of services as referred below and subject to the provisions of this ORDER, BUYER shall pay or cause to be paid to SELLER the PURCHASE ORDER PRICE. The PURCHASE ORDER PRICE shall be paid at the times and in the manner and currencies as specified in this PURCHASE ORDER.

3.2. The PURCHASE ORDER PRICE for the GOODS is:

**USD 30,630,285.00 (US Thirty Million Six Hundred and Thirty Thousand Two Hundred and Eighty Five Dollars)**

3.2.1 Breakdown of the PURCHASE ORDER PRICE for all the GOODS is as per ANNEX 1.

### 3.3 OPTIONAL PRICES

BUYER reserves the right to exercise at its sole discretion the following additional option(s) at the prices specified herein and within 60 days from issuance of the Purchase Order.

3.3.1 SPARE PARTS FOR ONE YEAR OPERATIONS:

For recommended spare parts, lubricants, chemicals, solvents and other normal consumables ("Spare Parts for One Years Operation" or "**SPOYO**") for the normal operation of the GOODS, refer Attachment 10.

3.3.2 OPTIONAL TECHNICAL SERVICES - NOT USED

3.3.3 SCHEDULE OF UNIT RATES FOR MATERIALS AND ENGINEERING FOR CHANGES - NOT USED

3.3.4 OPTION FOR EXTENSION OF GUARANTEE / WARRANTY PERIOD - NOT USED

### 3.4 Fixed Prices, Rates and Unit Rates

The lump sum prices, rates, unit rates etc. referred to in this PURCHASE ORDER are all inclusive prices and rates, fixed and firm for the duration of the PURCHASE ORDER and not subject to escalation of any kind.

### 3.5 Applicable Currencies

Payment under this PURCHASE ORDER shall be made in the currencies as referred to above. Whenever an adjustment to the PURCHASE ORDER PRICE is agreed, approved or determined by BUYER, the amount payable shall be paid in the abovementioned currencies.

### 3.6 Options in ORDER SUPPLEMENTS

All options which have been exercised by BUYER shall be confirmed in an ORDER SUPPLEMENT.



## Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

### 4.0 TERMS OF PAYMENT AND INVOICING

4.1 The PURCHASE ORDER PRICE for the GOODS as referred to in Clause 3.2 above shall be paid as follows:

- (a) **15%** (fifteen percent) of the PURCHASE ORDER PRICE as a milestone payment after all of the following conditions have been met:
  - (i) The PURCHASE ORDER has been fully signed and executed and BUYER has received a duly signed original acknowledgement of the ORDER.
  - (ii) Receipt by BUYER of the following documentation:
    - Performance Bond of 10% of Purchase Order price valid from Purchase Order date until end of warranty
    - Payment Bond, covering the value of 10% of this Purchase Order with validity as per the provisions of Clause 6.2;
  - (iii) Approval by BUYER of SELLER's Application for Payment, within 3 working days failing which this is considered approved; and
  - (iv) Approval by BUYER of SELLER's Invoice for this Payment, within 3 working days failing which this is considered approved
- (b) **10%** (ten percent) of the PURCHASE ORDER PRICE as a milestone payment after all of the following conditions have been met:
  - (i) Receipt by BUYER of the following documents:
    - Minutes of Kick Off Meeting duly signed by Buyer
    - Initial General Arrangement Drawing
    - Initial Process & Instrumentation Diagram
    - Initial Electrical Loop Schematic
  - (ii) Approval by BUYER of SELLER's Application for Payment, within 3 working days failing which this is considered approved; and
  - (iii) Approval by BUYER of SELLER's Invoice for this Payment, within 3 working days failing which this is considered approved
- (c) **20%** (twenty percent) of the PURCHASE ORDER PRICE as a milestone payment after all of the following conditions have been met:
  - (i) Receipt of Acknowledged Unpriced Purchase Order for the Waste Heat Recovery Unit (WHRU)
  - (ii) Approval by BUYER of SELLER's Application for Payment, within 3 working days failing which this is considered approved; and
  - (iii) Approval by BUYER of SELLER's Invoice for this payment, within 3 working days failing which this is considered approved; and
- (d) **15%** (fifteen percent) of the PURCHASE ORDER PRICE as a milestone payment after all of the following conditions have been met:
  - (i) Receipt of Acknowledged Unpriced Purchase Order for the Generator
  - (ii) Approval by BUYER of SELLER's Application for Payment, within 3 working days failing which this is considered approved; and



## Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

- (iii) Approval by BUYER of SELLER's Invoice for this Payment, within 3 working days failing which this is considered approved
- (e) **10%** (ten percent) of the PURCHASE ORDER PRICE as a milestone payment after all of the following conditions have been met:
  - (i) Receipt of Generators at Solar's facility.  
Signed Delivery Order and Photos to be submitted as proof of delivery.
  - (ii) Approval by BUYER of SELLER's Application for Payment, within 3 working days failing which this is considered approved; and
  - (iii) Approval by BUYER of SELLER's Invoice for this Payment, within 3 working days failing which this is considered approved
- (f) **15%** (fifteen percent) of the PURCHASE ORDER PRICE as a milestone payment after all of the following conditions have been met:
  - (i) Completion of Solar Factory Acceptance Test of the Turbomachinery at Solar's facility and Submission of Completed Solar Factory Acceptance Test Reports.
  - (ii) Approval by BUYER of SELLER's Application for Payment, within 3 working days failing which this is considered approved; and
  - (iii) Approval by BUYER of SELLER's Invoice for this Payment, within 3 working days failing which this is considered approved
  - (iv) Payment must be received for this Milestone prior to Release of the Goods for Shipment.
- (g) **10%** (Ten percent) of the PURCHASE ORDER PRICE as a milestone payment after all the following conditions have been met:
  - (i) Readiness to Ship Notice of GOODS for the Turbomachinery Packages in accordance with the provisions of the PURCHASE ORDER; and
  - (ii) Receipt by BUYER of:
    - Inspection Release Note signed by Buyer Representative/Third Party Inspector at Solar facility. This Inspection Release Note should be provided within 7 (seven) days of completion of Inspection otherwise Solar can proceed with this Payment Milestone without the requirement of the Inspection Release Note.
    - Packing List
  - (iii) Receipt of Bank Guarantee valued at 2.5% of the Purchase Order Price from ready for shipment date until Approved Final Documentation / Manufacturing Data Book (Quality Assurance Data Book)
  - (iv) Approval by BUYER of SELLER's Application for Payment, within 3 working days failing which this is considered approved; and
  - (v) Approval by BUYER of SELLER's Invoice for this Payment, within 3 working days failing which this is considered approved
- (h) **5%** (Five percent) of the PURCHASE ORDER PRICE as a milestone payment after all the following conditions have been met:



## Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

- (i) Readiness to Ship Notice of GOODS for the Waste Heat recovery Unit (WHRU) in accordance with the provisions of the PURCHASE ORDER; and
- (ii) Receipt by BUYER of:
  - Inspection Release Note signed by Buyer Representative/Third Party Inspector at Solar facility. This Inspection Release Note should be provided within 7 (seven) days of completion of Inspection otherwise Solar can proceed with this Payment Milestone without the requirement of the Inspection Release Note.
  - Packing List
- (iii) Approval by BUYER of SELLER's Application for Payment, within 3 working days failing which this is considered approved; and
- (iv) Approval by BUYER of SELLER's Invoice for this Payment, within 3 working days failing which this is considered approved

### 4.2 INVOICES

4.2.1 Invoices shall be clearly marked with BUYER's ORDER number, line item, tag number, and description of the GOODS. Invoice(s) shall refer to one (1) PURCHASE ORDER only. HS code(s) shall be stated on the invoice.

4.2.2 All invoices to be submitted by SELLER shall be made out to:

**McDermott Asia Pacific Sdn Bhd.**

Original invoices to be submitted by SELLER shall be posted to:

**McDermott Asia Pacific Sdn Bhd.**

Level 22, Menara Hap Seng 2  
No. 1 Jalan P Ramlee  
Kuala Lumpur, 50250, Malaysia

Attn.: Mr. Pablo Rodriguez (*Scarborough FPU, Project Accounts Payable Department*)  
E-mail address: APInvoicesAPAC@mcdermott.com

SELLER's remittance address (details of SELLER's bank)

JP Morgan Chase Bank  
One Chase Manhattan Plaza, New York,  
NY 10081, USA  
Solar Turbines International Company

- 4.3 Prior to submission of SELLER's invoice, SELLER shall provide SELLER's Application for Payment as per the attached Attachment 15. No payment will be made for invoices without a mutually signed Application for Payment with all therein listed documents attached. SELLER's Application for Payment shall be approved by BUYER within 3 working days failing which this is considered approved.
- 4.4 All payments will be made 45 (Forty Five) days; with a grace period of 7 days, after receipt by BUYER at BUYER's invoicing address of SELLER's true, correct and complete invoice, including documentary requirements and in full compliance with BUYER's invoicing instructions.
- 4.5 Incorrect invoices shall be returned to the SELLER for correction and resubmittal, and payment will be delayed. Neither the presentation of an invoice nor the payment thereof pursuant to this ORDER shall





## Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

constitute acceptance of GOODS or services by BUYER or otherwise waive or affect the rights of the PARTIES hereunder.

- 4.6 If BUYER disputes invoices in whole or in part, or if an invoice is prepared or submitted incorrectly in any respect, BUYER shall reject the invoice and provide the reason for such rejection to SELLER. SELLER shall issue a new invoice covering only the undisputed portion and engage in discussions with the BUYER's representative about the disputed portion of the original invoice, to achieve a final agreement.
- 4.7 No payment corresponding to the above Clause 4.1 shall be paid before the preceding ones.

### 5.0 CONTRACTUAL DELIVERY DATE(S) AND LATE DELIVERY OF GOODS

#### 5.1 Delivery of GOODS

- (i) SELLER agrees to deliver all GOODS in accordance with this ORDER on or before **01<sup>st</sup> December-2022.**
- (ii) Such GOODS are to be delivered as follows:
- a) Main Power Generator: FCA Solar Facility, San Diego, California, USA
  - b) Waste Heat Recovery Unit (WHRU): FCA Sellers designated works, South East Asia
- Quality Assessment to be completed for WHRU upon confirmation of Fabrication Location by Seller.
- (iii) The GOODS shall be delivered in accordance with INCOTERMS 2010 provided by the International Chamber of Commerce (ICC).

#### 5.2 Late Delivery of GOODS

In the event of a delay in the contractual delivery date(s) / notice of readiness to ship of the GOODS for reasons solely caused by Seller and as referred to in the table below, the SELLER agrees to compensate BUYER as DELAY LIQUIDATED DAMAGES, and not a penalty, a sum equal to:

- (a) The amount of DELAY LIQUIDATED DAMAGES shall be 0.33% of the ORDER PRICE per calendar week of Goods that are delayed after the agreed contractual delivery date(s) / notice of readiness to ship.
- (b) The maximum amount of DELAY LIQUIDATED DAMAGES shall be in the aggregate five percent (5%) of the PURCHASE ORDER PRICE of the delayed portion of the PURCHASE ORDER.
- (c) It is noted that the above calculations for the LIQUIDATED DAMAGES are based on the PURCHASE ORDER PRICE of the delayed portion of the PURCHASE ORDER at the date of signing the PURCHASE ORDER. The calculations for the final LIQUIDATES DAMAGES shall be based on the final PURCHASE ORDER PRICE as adjusted in accordance with ORDER SUPPLEMENTS, if any.
- (d) The DELAY LIQUIDATED DAMAGES shall start to accrue after a 2 week grace period and shall be considered the sole and exclusive remedy for delay in delivery of the GOODS.

#### 5.3 Delivery Address and Instructions

Delivery must not be made until BUYER has issued written instructions to SELLER authorising delivery in which case it shall be considered given 5 days after Seller provides the notification that establishes that the GOODS re ready for delivery..





## Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

Each shipment will be covered by a unique Shipping Release Number (SRN) which will be advised to SELLER by BUYER. After receipt of this SRN by BUYER, SELLER must include this SRN on all documents related to the shipment covered by that number.

SELLER shall comply fully with the requirements for packing, marking and shipping as referred to in the ORDER.

### 6.0 GUARANTEE/WARRANTY PERIOD AND EXPIRY OF THE BONDS

#### 6.1 Defects Liability / Warranty Period

For the purpose of Article 10 of the TCP, the Warranty Period is Thirty-six (36) months after the unit is first placed into service, or would be capable of being placed into service but for any cause beyond the reasonable control of Seller (e.g., lack of fuel supply). , or Forty-eight (48) months after readiness of the unit(s) for shipment (whichever occurs first) subject to the terms contained in clause 3 of the special terms.

#### 6.2 Expiry of The Bonds

the expiry dates of the Bonds are as follows:

Performance Bond:	From Purchase Order Date through end of the Warranty Period
Payment Bond	From Purchase Order Date through Ready to Ship Notice

### 7.0. DOCUMENT SUBMISSIONS

SELLER shall submit detail drawings and other documents in accordance with and within the time specified in the SELLER Document Requirements contained in Attachment-1 (Material Requisition).

SELLER shall be responsible for correctness and completeness of the documents prepared by or on behalf of SELLER and shall not be absolved from its liability or obligations under this ORDER by reason of any review, approval, examination, whether expressed or implied by or on behalf of BUYER.

Drawings, specifications and any other documents (hereinafter together referred to as “**DOCUMENTS**”) prepared by SELLER shall be submitted to BUYER for review as required by the provisions of the ORDER. BUYER shall promptly after receipt return one copy to SELLER indicating thereon its comments (if any). If the DOCUMENTS are not in compliance with the requirements of the ORDER, they shall be rejected and SELLER is obliged to redo and correct such DOCUMENTS. Any cost for redo by SELLER shall be to SELLER's account. The basis of the rejection shall be advised in writing. If review comments or rejection are not received within 10 (ten) calendar days (or mutually agreed by both parties) after receipt by BUYER of the DOCUMENTS, SELLER shall proceed with its work, provided, however, that BUYER reserves the right to advise SELLER on non-conformance of the DOCUMENTS with the ORDER, at any time.

### 8.0 CORRESPONDENCE AND REPRESENTATIVES

#### 8.1 All official notices and formal correspondence concerning this ORDER shall be addressed as follows:

**McDermott Asia Pacific Sdn Bhd**  
Level 24, Menara Hap Seng 2  
No. 1 Jalan P Ramlee



## Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

50250 Kuala Lumpur  
Malaysia

For the attention of: PPM / SCM, BUYER's Representative (at The KL office)

### 8.2 Routine correspondence should be addressed as follows:

<b>All technical matters:</b>		
Engineer	Haris Lim, Shaharuddin	shaharuddin.harislim@mcdermott.com cc: 003973-MDRN-SCARB-Mechanical@mcdermott.com
<b>All commercial matters, progress reporting and other routine matters:</b>		
Buyer	Abdul Rahman +6019 3707 331	Abdulrahman.Abdullah@mcdermott.com cc: 003973-MDRN-SCARB-Procurement@mcdermott.com
Package Manager	Prem Markandan	Prem.Markandan@mcdermott.com cc: 003973-MDRN-SCARB-Procurement@mcdermott.com
<b>Inspection matters:</b>		
Inspection Coordinator	Vigneshwer, Narayanan	vigneshwer.narayanan@mcdermott.com cc: 003973-MDRN-SCARB-Inspection@mcdermott.com
QA Engineer	Umesh, Badgujar	umesh.badgujar@mcdermott.com
<b>Logistics matters:</b>		
Logistics Coordinator	Amnurrasyid Bin Rasedin (Rasyid) +603-28565299	arasedin@mcdermott.com
<b>SELLER documents:</b>		
Document Control	Mahaletchumi Ramasamy (Maha) + 60 192726265	003973-MDRN-SCARB-DM@mcdermott.com

### 8.3 All correspondence concerning this ORDER from BUYER to SELLER shall be sent to:

SELLER's Representative : Solar Turbines International Company  
 SELLER address : 9330 Sky Park Court, San Diego, California 92123-5398, USA  
 Contact person : Jason Knudson  
 Telephone : +1 619 889 7173  
 E-mail : Knudson\_Jason@solarturbines.com

SELLER shall not change or demobilize SELLER's Representative unless approved by BUYER. Such approval shall not be unreasonably withheld except in case of serious illness or injury to the Representative or his close family, definitive resignation and all other situations according to SELLER's local Labour law.

### 8.4 Numbering of Correspondence between BUYER and SELLER

For correspondence between BUYER and SELLER the following numbering system shall be used:

From BUYER to SELLER: 3973-111600-MDR-S0131-T-0000: Subject  
 From SELLER to BUYER: 3973-111600-S0131-MDR-T-0000: Subject

"111600" = Purchase Order Number  
 "S0131" = SELLER Code  
 "T" = Correspondence type  
 "MM" = Minutes of Meeting  
 "EM" = E-mail  
 "LT" = Letter

The sequence number starts with one (0001) for each type of correspondence.



## Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

### 9.0 SCHEDULE AND PROGRESS REPORTING

- 9.1 SELLER shall commence performance of the PURCHASE ORDER on the EFFECTIVE DATE and shall then proceed with the execution with due expedition and without delay so as to achieve the delivery of the GOODS on or before the date as referred to in Clause 5.1 above.
- 9.2 At the Project Kick Off Meeting, SELLER shall supply BUYER with a detailed schedule, indicating how SELLER will meet the key milestone dates related to SELLER's engineering and manufacturing schedule on which the Delivery Date as referred to in Clause 5.1 above is based.

If at any time SELLER's progress is behind schedule, BUYER reserves the right to require that SELLER takes at SELLER's costs whatever corrective action is necessary to bring the work back on schedule.

SELLER is to furnish BUYER with a progress report on the 1<sup>st</sup> day of each month. The progress report shall show as a minimum the following as applicable:

- Current promised date of shipping.
- Fabrication and Production Schedule.
- SUBCONTRACT Schedule
- Planned progress and actual progress and impact analysis of the critical path
- Incremental and cumulative planned and actual progress by phase and overall for current month;
- Updated Fabrication and Production Schedule indicating start and finish and % complete for each activity;
- Updated Sub-Order Schedule indicating status of all known and expected SUB-CONTRACTS;
- Reasons for delay, if any, and details of the recovery plan to mitigate the delay;
- Non-conformities, if any, and their respective resolution plan;
- SELLER Document List showing status of all documents to be produced;
- SELLER Document List showing status of all documents to be reviewed by DNV;
- Details of any outstanding documents that are affecting the progress.

All monthly reports shall include an invoice submission summary including forecast and actual dates.

SELLER shall attend document review, design review and progress meetings as and when requested by BUYER in BUYER's office / teleconference based on a mutually agreed upon date and time. BUYER shall not be liable for any costs incurred by SELLER associated with attending such meetings.

### 10.0 MANUFACTURING LOCATION / INSPECTION INVITATION

- 10.1 GOODS shall be manufactured at the following location(s):

<b>Manufacturing locations</b>	<b>Contact Person</b>	<b>Tel No</b>	<b>E-mail address</b>
Generator: Solar Turbines International Company 9330 Sky Park Court, San Diego, California 92123-5398, USA	Jason Knudson	+1 619 889 7173	Knudson_Jason@solarturbines.com
WHRU: Boustead International Heaters ((BIH): Factory Location to be advised after PO	Jason Knudson	+1 619 889 7173	Knudson_Jason@solarturbines.com



## Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

10.2 When GOODS (or part thereof) are ready for inspection, SELLER shall follow provisions of 'Requirements for Inspection' contained in ORDER Attachment-1 (Material Requisition). For Inspection Notification, SELLER shall use the 'Inspection Notification' contained in ORDER Attachment 8.

10.3 SELLER shall afford all reasonable access and facilities to BUYER and OWNER and/or their representative(s) for the purpose of Expediting, Inspection and Testing of GOODS and review of DOCUMENTS as required under the ORDER.

BUYER reserves the right to nominate representative(s) to be situated at SELLER's works to co-ordinate and manage BUYER's interests.

### 11.0 QUALITY ASSURANCE

Provided that compliance shall not relieve SELLER from any of its other duties and obligations under the ORDER, SELLER's activities shall be carried out in compliance with an approved quality assurance (hereinafter referred to as "QA") system as per the agreed Supplier Document Requirement List (SDRL).

### 12.0 SPECIAL NOTE

Included in the total ORDER package may be various standard specifications and other documents which include reference to definitions which are not specifically defined in this ORDER or in the TCP. Mostly the definitions will be self-evident, i.e. the term Buyer instead of BUYER or Vendor instead of SELLER but in the event of any doubt, SELLER shall request written clarification from BUYER.

### 13.0 SUBCONTRACTS – NOT USED

### 14.0 OTHER CHANGES AND ADDITIONS TO THE TCP - NOT USED

### 15.0 PARENT COMPANY GUARANTEE - NOT USED

### 16.0 LATE DRAWINGS AND DOCUMENTS – NOT USED

### 17.0 CONCESSION REQUESTS

SELLER shall provide GOODS in strict accordance with the Specifications in the ORDER. In the event that SELLER requests a Concession and/or a Deviation to the requirements of the ORDER, due to SELLER's failure to provide GOODS in strict accordance with the Specifications included in the ORDER, the costs incurred by SELLER whilst reviewing such and preparing a request, will be to SELLER's account.

### 18.0 SPONSOR

Due to the importance of this ORDER, both from a delivery and commercial stance, SELLER and BUYER agree that the following Senior Personnel from their respective companies are herewith nominated as Sponsors for the performance of this ORDER.

SELLER : Chris Patterson, Area Manager, Project Management (Patterson\_Chris\_R@solarturbines.com, Tel: +1 858 779 7514)

BUYER : Mr. Niall Coone, Director Supply Chain (npcoone@mcdermott.com, Tel: +60 (0) 173804890).



## Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

Both sponsors will use all reasonable efforts to devote the necessary time and to communicate at regular intervals regarding the overall progress of the ORDER.

### 19.0 STORAGE

#### BY SELLER

BUYER may instruct SELLER to place GOODS into storage at SELLER's works based on what is mutually agreed by both parties. For the provision of such storage, BUYER shall pay SELLER as follows:

*Optional Storage Period:*

2 months after signing of the Ready for Shipment declaration.

USD16,690.00 / generator

*Rate for further storage (after 2 months of free storage): NOT USED*

In the event that BUYER exercises this option, delivery term will change to Ex-Works. SELLER shall be entitled to payment for the stored material against receipt by BUYER of a correct invoice based on the Option price provided in Seller's Proposal.

### 20.0 SPARE PARTS AND INTERCHANGEABILITY RECORD (SPIR)

SELLER shall submit within 16 (sixteen) weeks prior to shipment or mutually agreed upon by both parties, the SPIR form as per ORDER Attachment 11, including a full listing of:

- Commissioning and Start up Spare Parts
- Recommended Spare Parts for one (1) year of operation (SPOYO) .

Pricing of SPOYO will be as per Clause 3.3.1. SELLER to include the following information for each SPOYO list item as per required in the SPIR List; as applicable.

Part description;

Pricing based on BUYER's shipping plans for the relevant type of part;

SELLER's or SUBCONTRACTOR's catalogue or part number;

Lead time (once ordered);

Information regarding shipment and insurance;

Delivery pricing to the SITE;

SELLER's payment terms;

Unit weights and shipping weights; and

Preservation requirements of spare parts.

**IN WITNESS WHEREOF**, the authorized signatories of BUYER and SELLER have executed this PURCHASE ORDER in twofold.

**Solar Turbines International Company**

**McDermott Asia Pacific Sdn Bhd**

DocuSigned by:

*Coone, Niall Paul*

3EAC653CC091472...

19-Nov-21 | 12:00 AM CST

Name : .....

Title : .....

Name : Niall Coone

Title : Senior Director-Supply Chain Management, APAC



# Scarborough FPU Development Project



<b>Document Title:</b>	<b>Purchase Order No.</b>	<b>Rev:</b>
<b>Purchase Order for Main Power Generator and WHRU</b>	<b>R3973-PO-111600-001</b>	<b>0</b>

## Attachment (iv): ANNEX 1: Breakdown of the PURCHASE ORDER PRICE

No.	Description	Total	Delivery Date
1	Taurus 60 Generator Set : 3 nos WHRU: 3 nos, which includes below listed items	30,630,285	01-Dec-22
	a. Start System		
	b. Fuel System		
	c. Lubrication system – Duel fuel system		
	d. Turbotronic 5 control system		
	e. Onskid electrical wiring		
	f. Skid with drip pans		
	g. Piping and manifolds		
	h. Package enclosure with Ventilation System, Fire detection and suppression system, Combustible gas detection		
	i. All package motors except for the DC back up lube oil pump motor and the DAC start motor(s)		
	j. Spare Parts for One Year Operation		
	k. GT Offskid Fuel Boost System : 3 nos		
	l. Exhaust Duct (860kg/m) : 3 metres		
	m. GT Engine Cleaning System - Cleaning Tank		
	n. GT Alignment Tool		
	o. WHRU Slings and Shackles		
	p. SPIR Cost		
	q. Spare parts for commissioning and start-up as per Attachment 15		
Main Power Generator: FCA Solar Facility, San Diego, California, USA Waste Heat Recovery Unit (WHRU): FCA Sellers designated works, South East Asia			
Purchase Order Price: USD30,630,285			

DS  
ag