

# PECTEN CAMEROON COMPANY

PECTEN CAMEROON COMPANY

V2.1E

08/31/2008

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|  |                             |                                   |                                    |
|--|-----------------------------|-----------------------------------|------------------------------------|
| <b>PURCHASE ORDER</b><br>PA075206<br>Rev 1 | <b>Orig. site</b><br>PECTEN | <b>Date created</b><br>01/10/2007 | <b>Date required</b><br>01/31/2007 |
|--|-----------------------------|-----------------------------------|------------------------------------|

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|---|---|---|
| <b>Ship via</b><br>SCAC SEA   | <b>Buyer repres.</b><br>Divine Esemé<br>A A | <b>Charge To/AFE:</b>   |
| <b>SUPPLIER/SELLER/CONTRACTOR</b><br>L. L. BEAN CORPORATE SALES<br>UPHAM BLDG<br>1361 WASHINGTON AVENUE<br>PORTLAND ME 04103<br>USA<br>Phone: 1-800-832-1889 X 3549 |   | <b>To be used for:</b> PRODUCTION<br><b>Originator:</b> WAINDIM STEVE.<br><b>Approved by:</b> IMS on 8/31/2008<br><b>Payment term:</b> NET 30 DAYS<br><b>Status:</b> OPEN |

| Item   | Qty   | Unit | Commodity# | Custom Cat.- | Unit Price | Total Price |
|--|-------|------|------------|--------------|------------|-------------|
| 1  | 50.00 | EA   | PA075206/1 |              | 26.0300    | 1,301.50    |
| <b>Description:</b> TICKET ORGANISER, # SR45137, DARK KHAKI COLOR SIZE:<br>10-1/2" H X 5-3/8"<br>W X 1/2" D<br><b>Eccn Number:</b> EAR99 <b>License Req.:</b> NO<br><b>Remark:</b> NOTE: EMBROIDERY APPLICATION & SHIPPING COST HAVE BEEN INCLUDED IN TOTAL AMOUNT.<br><b>TO FQA</b> 9 _ K00769 _ 102501000 _ 1579 _ 3617900 |       |      |            |              |            |             |

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|--|
| Total Price of PURCHASE ORDER in US DOLLARS : 1,301.50 |
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|---|
| <b>Remarks</b>  |
| REVISION 0*****<br>CONFIRMING YOUR QUOTATION REF.#92583 DATED JANUARY 09,2007 |

| PURCHASE ORDER | Orig. site | Date created | Date required |
|----------------|------------|--------------|---------------|
| PA075206       | PECTEN     | 01/10/2007   | 01/31/2007    |
| Rev 1          |            |              |               |

## Notes/Instructions

REVISION 0\*\*\*\*\*

IMPORTANT: Mail invoice in DUPLICATE with two copies of FREIGHT BILL  
===== (when prepaid and added to invoice), and BILLS OF LADING.

ALL INVOICES AND PACKING SLIPS MUST REFERENCE PURCHASE  
ORDER OR BLANKET ORDER NUMBER, ACCOUNT CODING AND BE  
FORWARDED TO THE ADDRESS INDICATED ON THIS ORDER. FAILURE  
TO DO SO WILL DELAY OR PREVENT PAYMENT.

ALL INVOICING INQUIRIES IN REGARDS TO THIS ORDER SHOULD BE  
FAXED DIRECTLY TO: PECTEN CAMEROON ATTN: Jean Marie  
Deumeni FAX# (VIA HOUSTON SATELLITE LINE) (713)  
245-1262 (TONE) 8620 OR (VIA INTERNATIONAL LINE)  
011-237-343-27-23

PLEASE NOTE HERE IS A SIX HOUR TIME DIFFERENCE BETWEEN THE  
U. S. CENTRAL STANDARD TIME AND CAMEROON, THEREFORE, ALL  
FAXES SHOULD BE SENT BEFORE 11 AM TO FACILITATE DELIVERY.

TERMS OF PAYMENT: NET 30 DAYS FROM DATE OF RECEIPT OF INVOICE BY  
PECTEN ON CONDITION THAT GOODS HAVE BEEN RECEIVED BY  
SDV/HOUSTON.

## TAX

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THIS ORDER IS FOR EXPORT TO CAMEROON, WEST AFRICA AND IS EXEMPT FROM STATE  
AND LOCAL TAX.

## SHIP TO

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PECTEN CAMEROON COMPANY  
C/O SDV LOGISTICS TEXAS INC.  
ATTN: DENISE HANNA  
17401 ALDINE WESTFIELD  
HOUSTON, TX 77073  
USA

## INVOICE TO

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PECTEN CAMEROON COMPANY  
FINANCE SUPERVISOR DOUALA  
ATTN: JEAN MARIE DEUMENI  
P.O. BOX 205  
HOUSTON, TX 77001  
USA

CONTACT INFORMATION FOR PECTEN CAMEROON PURCHASING DEPT.

FAX NO: 1-877-232-1128

TEL. NO : 713-245-1263 AND ADD EXTENSION AS FOLLOWS

EMILIE DOWA - 8746  
HENRIETTE NGAMENI - 8744  
DOMINIC ASONGANYI - 8718

E.MAIL: EMILIE DOWA (emilie.dowa@shell.com)  
HENRIETTE NGAMENI (henriette.ngameni@shell.com)  
DOMINIC ASONGANYI (dominic.asonganyi@shell.com)

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**EXHIBIT A**

CONDITIONS. The following General Conditions are always applicable, and the following Work Order Conditions are also applicable when this Order provides for performance of any work. GENERAL CAUTION. Flammable liquids and gases may be present in equipment and work areas involved in performance of this Order. CONTRACTOR must take extreme care in such performance, and accept the entire risk to CONTRACTOR and CONTRACTOR's employees and property in connection herewith.

**GENERAL CONDITIONS**

1. **Contract.** This Order, when accepted by CONTRACTOR either in writing or by shipment of any article or other commencement of performance hereunder, constitutes the entire contract between CONTRACTOR and BUYER concerning its subject matter; and neither any contrary or additional conditions then specified by CONTRACTOR nor any subsequent amendment or supplement shall have any effect without BUYER's written approval.

2. **Quality Assurance.** All articles, materials and work furnished shall be of good quality and free from any defects, and shall at all times be subject to BUYER's inspection; but neither BUYER's inspection nor failure to inspect shall relieve CONTRACTOR of any obligation hereunder. If, in BUYER's opinion, any article, material or work fails to conform to specifications or is otherwise defective, CONTRACTOR shall promptly replace same at CONTRACTOR's expense. No acceptance or payment by BUYER shall constitute a waiver of the foregoing; and nothing herein shall exclude or limit any warranties implied by law.

3. **Taxes.** Unless otherwise provided herein or by law, CONTRACTOR shall pay all sales, use, excise, and other taxes, charges, and contributions now or hereafter imposed on, or with respect to, or measured by the articles, materials or work furnished or the compensation paid to persons employed in connection with performance hereunder; and CONTRACTOR shall indemnify BUYER against any liability and expense by reason of CONTRACTOR's failure to pay the same.

4. **Compliance.** In performance hereunder and every activity connected therewith, CONTRACTOR shall comply fully with all applicable laws, ordinances, rules and regulations, and when requested, shall furnish evidence satisfactory to BUYER of such compliance. Without limiting the foregoing, CONTRACTOR warrants that all articles and materials furnished were and shall be produced in compliance with the Fair Labor Standards Act of 1938 as amended. (Without limiting the foregoing, CONTRACTOR SHALL NOTIFY BUYER if CONTRACTOR or anyone performing services under this Order is a former employee of the Department of Defense or is a retired member of the armed forces who is prohibited from receiving compensation under 10 U.S.C.2397.) CONTRACTOR, as a subcontractor under U.S. Government contracts, hereby certifies and confirms that CONTRACTOR is and will remain in compliance with all Executive Orders and laws and the regulations issued thereunder required of subcontractors under U.S. government contracts, including, but not limited to the following which, as applicable, are incorporated herein by reference:

Executive Order 11246, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; Executive Order 11625, as amended; Executive Order 12138, as amended; Small Business Act, as amended; Anti-Kickback Enforcement Act of 1986; Drug-Free Workplace Act of 1988; Clean Air Act, as amended; Clean Water Act, as amended; Executive Order 11738, as amended.

**WORK ORDER CONDITIONS** 10. **Performance.** CONTRACTOR shall perform all work diligently, carefully and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. CONTRACTOR shall conduct all operations in CONTRACTOR's own name and as an independent contractor, and not in the name of, or as agent for BUYER.

11. **Liability-Indemnity.** CONTRACTOR shall be solely responsible for all materials, equipment and services until the work is completed to BUYER's satisfaction. CONTRACTOR's responsibility for loss of or damage to work in progress (defined as materials on or in storage on BUYER's premises or in transit to BUYER's premises which are intended for incorporation in the work) shall, however, be limited to \$5,000 per occurrence. CONTRACTOR shall be solely responsible for tools, equipment, and other property owned, rented or leased by CONTRACTOR or any subcontractor or employee of either which are not to be incorporated in the work.

Except as stipulated above in this Article 11, and to the maximum extent permitted by applicable law, CONTRACTOR shall defend, indemnify and hold harmless BUYER, its parent, affiliates and subsidiary companies, covenantees, and directors, employees and agents of such companies against any loss, damage, claim, suit, liability, judgment and expense (including but not limited to attorney's fees and other costs of litigation), and any fines, penalties and assessments, arising out of injury, disease or death of persons (including but not limited to CONTRACTOR's employees) or damage to or loss of any property (including but not limited to BUYER's existing facilities) or the environment or violation of the applicable law of any governmental authority having jurisdiction resulting from or in connection with performance or nonperformance of work under this Order by CONTRACTOR, its agents or subcontractors (including but not limited to employment decisions or employee relations practices or policies of CONTRACTOR, its agents or subcontractors made or instituted in connection with performance of this Order), even though caused by the concurrent and/or contributory negligence (whether active or passive or of any kind or description) or fault of a party indemnified, subject to the next succeeding sentence herein. Without regard to the extent of negligence, if any, of an indemnified party, CONTRACTOR, at its expense shall defend any such claim or suit against an indemnified party and shall pay any judgment resulting therefrom. If, after CONTRACTOR has both defended any such suit and paid any resulting judgment, it is judicially determined that the injury, disease, death or damage was caused by the sole negligence of a party indemnified, then BUYER shall reimburse CONTRACTOR for the judgment and for reasonable defense costs incurred. BUYER shall have the right but not the duty to participate in the defense of any such claim or suit with attorneys of its own selection without relieving CONTRACTOR of any obligations hereunder.

The obligations, indemnities, and liabilities assumed by CONTRACTOR under this Article 11 shall not be limited by any provisions or limits of insurance required by Article 12 below and shall survive the termination of this order.

If it is judicially determined that any of the indemnity obligations (which CONTRACTOR agrees shall be supported by insurance) under this Article 11 or insurance obligations under Article 12 below are invalid, illegal or unenforceable in any respect, said obligations shall automatically be amended to conform to the maximum monetary limits and other provisions in the applicable law for so long as the law is in effect.

12. **Insurance.** CONTRACTOR shall maintain at all times the following minimum insurance, at CONTRACTOR's expense, in compliance with all applicable laws and satisfactory to BUYER: (a) Worker's Compensation Insurance - statutory limits, and Employers' Liability Insurance - limit of \$100,000 each occurrence, both coverages to apply to liability as applicable under any state or federal statute or through any common law process; (b) Business or Commercial Automobile Liability Insurance - combined bodily injury and property damage limit of \$500,000 each occurrence; (c) Commercial General Liability Insurance (including contractual coverage for Article 11 above) - combined bodily/personal injury and property damage limit of \$500,000 each occurrence; and (d) any other insurance BUYER may require.

If watercraft are owned or chartered by CONTRACTOR, Marine Liability Insurance-with limit of \$5,000,000 each occurrence or the value of the highest valued vessel, whichever is greater.

Whenever requested, CONTRACTOR shall furnish evidence satisfactory to BUYER that such insurances are in effect. To the maximum extent permitted by applicable law and without in any way limiting Contractor's obligations, indemnities and liabilities hereunder, all insurance policies maintained by Contractor in accordance with Article 12 above and any other insurance maintained applicable to Contractor's performance hereunder shall include BUYER and any parties in joint operation with BUYER as additional insureds with respect to all applicable insurance coverage and shall contain a waiver of subrogation in favor of BUYER and any joint operation parties with respect to coverage for workers' compensation and employers' liability. Any such insurance shall be regarded as primary insurance underlying any other applicable insurance and shall not be limited by the liability and indemnity provisions of Article 11.

13. **Use of Premises.** CONTRACTOR shall perform all work in such manner as to cause minimum interference with the operations of BUYER and of other contractors on the premises, and shall take, and cause CONTRACTOR's and every subcontractor's employees, agents, licensees, and permittees to take, all necessary precautions (including those required by BUYER's safety regulations) to protect the premises and all persons and property thereon from damage or injury. Upon completion of the work, CONTRACTOR shall leave the premises clean and free of all equipment, waste materials and rubbish.

14. **Bills and Liens.** CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. CONTRACTOR shall not be entitled to receive final payment from BUYER, until CONTRACTOR furnishes evidence satisfactory to BUYER of full payment of such indebtedness. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises; but if any does so attach, CONTRACTOR shall promptly procure its release, and indemnify BUYER against all damage and expense incident thereto.

15. **Changes.** CONTRACTOR shall make no change in the work or perform any additional work without BUYER's specific written approval. BUYER may order changes in the work or require additional work at any time, and CONTRACTOR shall comply therewith; but the price hereunder shall be increased by an amount equal to the increase (if any) in CONTRACTOR's cost of labor and materials only, plus 10% of such increase unless specified otherwise herein.

16. **Drugs, Alcohol, and Firearms.** BUYER's policy on illegal drugs, alcohol, and firearms, as it relates to contractors, is set forth below. CONTRACTOR agrees to communicate such policy to CONTRACTOR's personnel and agrees to cooperate with BUYER in implementing such policy on the jobsite(s) covered by this Agreement.

The use, possession, transportation, promotion, or sale of illegal drugs or drug paraphernalia, and/or otherwise legal but illicitly used substances by anyone while on BUYER's premises is absolutely prohibited. Except where specifically authorized, the use, possession, or transportation of alcoholic beverages, firearms, live ammunition, explosives, or weapons is also prohibited. CONTRACTOR's personnel who are found in violation of these prohibitions will not be allowed on BUYER's premises and may be referred to law enforcement agencies for their action.

The term "BUYER's premises" in this Article is used in the broadest sense and includes all land, property, buildings, structures, installations, boats, planes, helicopters, cars, trucks, and all other means of conveyance owned by or leased to BUYER or otherwise being utilized in BUYER's business.

Entry onto BUYER's premises constitutes consent to and recognition of the right of BUYER and its authorized representatives to search the person, vehicle, and other property of individuals while on BUYER's premises. Such searches may be initiated by BUYER without prior announcement and will be conducted at such times and locations as deemed appropriate. CONTRACTOR's personnel who refuse to cooperate with searches will not be allowed on BUYER's premises.