



# The Shell Petroleum Development Company of Nigeria Limited

Shell Industrial Area  
Rumuobiakani  
P.O. Box 263  
Port Harcourt  
Rivers State.

Vendor Code : 131712  
JOHN HOLT PLC  
JOHN HOLT PLC  
3/4 ADEWUNMI INDUSTRIAL ESTATE  
OREGUN IKEJA  
Aguata  
LAGOS  
Nigeria  
E-mail : headoffice@jhplc

Contact Person : CHRISTOPHER EZEH  
Telephone No. : +23412709295  
Fax No. : +23412709294

## PURCHASE ORDER

PO Number : **4510471994**  
Date : 30.05.2022  
Buyer : FUI/C/OG ONYEWUCHI NKWOCHA  
Tel. No. :  
Fax No. :  
E-mail : ONYEWUCHI.NKWOCHA@SHELL.COM

Variation No. : Original  
Urgency : NORMAL

Please deliver to:  
Port Harcourt Main Warehouse  
Warehouse Receipt & Dispatch  
Port Harcourt  
Nigeria

### Scope of Supply

**Please supply/deliver the services/materials shown below, subject to all terms and conditions incorporated and forming part of this purchase order, which shall be only express terms of contract.**

**The provisions of the contract (if any) between Shell and Contractor, numbered and referenced above ("the Contract"), shall be applicable to and shall govern this Purchase Order. Notwithstanding any provisions to the contrary, the contract (if any) shall take precedence over the General Conditions stated in the Purchase Order.**

Incoterms: FCA **Free Carrier**  
Terms of Payment: 45 Days Net - No Discount

### General Instructions

#### FCA SPECIFIC TERMS AND CONDITIONS

Where there is a conflict between any other Terms and Conditions stated in this PO with the Terms & Conditions stated under this Clause titled FCA SPECIFIC TERMS AND CONDITIONS, then the terms of this Clause shall take precedence over the conflicting Terms & Conditions stated in this PO.



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CLAUSE KEY 970

CONTRACTOR should confirm Ex-Works Readiness date as stated in this Purchase Order. CONTRACTOR to also advise COMPANY if a difference from this indicated Ex-Works Readiness date is foreseen. Failure to comply might result in cancellation of this order.

CLAUSE KEY CL3B

EXPEDITING

This order will be subject to expediting. You are required to provide full up to date delivery information on request.

CLAUSE KEY 5

Please acknowledge receipt and acceptance of this order within two (2) working days of receipt.

Provision of Evidence of Order Payment or an equivalent Evidence of Order Placement 2 weeks (10 working days after PO issuance).

Provision of Proforma Invoice document 3 weeks (15 working days after PO issuance).

Provision of Packing List/Commercial Invoice documents at ex-works readiness date.

1. Packaging and Labeling:

Unless otherwise agreed, CONTRACTOR shall package and label the Goods for Delivery at OEM's Yard, in accordance with the INCOTERMS 2020 FCA # Free Carrier.

2. Internal and external Images of Goods:

CONTRACTOR shall take internal and external images/Pictures of the Goods and send same to the Shell Expediter who has been assigned to the CONTRACTOR for this Purchase Order, to show the state in which the cargo was handed over to the COMPANY nominated Freight Forwarder. COMPANY's review or approval of the images/pictures of the Goods does not limit or waive any COMPANY'S remedies or CONTRACTOR's requirements.

3. Replacement of Damaged and/or Defective Goods:

Upon inspection, if the Goods delivered to the COMPANY Warehouse are found to be damaged and such damage is determined by COMPANY to have occurred either before or during packaging at the Manufacturer's yard or the Goods are otherwise defective, the CONTRACTOR shall be liable to and will promptly at, COMPANY's discretion, either replace the Goods at CONTRACTOR's cost or refund COMPANY for all reasonable and documented costs for repair and replacement of the Goods.

4. Shortage of Quantities of Goods:

If COMPANY discovers, upon examination of the Goods delivered to the COMPANY Warehouse, that there are shortages or incorrect equipment vs. specifications in the PO, CONTRACTOR shall be held accountable for replacements at CONTRACTOR's own expense.

5. Two-step GR Process:

There shall be a two-step Goods Receipt (GR) process where the first GR is issued to the Vendor at the point of delivery of material to the COMPANY nominated Freight Forwarder, to enable Vendor prepare and forward invoice to COMPANY to commence payment process. The second GR process shall kick off when the materials are delivered at the Shell Warehouse, with final inspection confirming that the materials are in accordance with the PO specification and there are no damages or defects whatsoever.

Be reminded that SPDC/SNEPCo reserves the right to cancel this purchase order if vendor fails to



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provide evidence of any or all of these milestones prior to agreed order due date.

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The Third Party cost # Ex-Works on line 10 shall be reimbursed at cost.

Lines 20 is the corresponding mark-up line for line 10 on the cost of the reimbursable lines and shall be taxable.

Please note that the two invoices should be submitted separately - The nontaxable lines will be on one invoice and the taxable lines shall be on the second invoice

On the invoices, the Subject should be the PO number and the Invoice number

Item	Material /Service	Description	Qty	U/M	Currency	Unit Price	Order Value
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10	7000000056	<b>2 UNITS ROSENBAUER INDUSTRIAL FIRE FIGHT</b>	2.00	EA	USD	637,556.30	1,275,112.60
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Pack and Mark: 30086697 0010 EPG-PN-CFGSE OR Other Capex PHC Warehouse

**WO/NT No : 30086697 0010 0010**

Item Currency Value	2.00	EA	USD	637,556.30	1,275,112.60
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2 UNITS ROSENBAUER INDUSTRIAL FIRE FIGHTING VEHICLE ILF 10000 HYDROMATIC  
ON MERCEDES BENZ AROCS 3345 6X4 CHASSIS

Specification - Rosenbauer Industrial Firefighting Vehicle ILF 10000 Hydromatic

Scope

-#2 units Rosenbauer Industrial Firefighting Vehicle ILF 10000 Hydromatic  
on Mercedes Benz AROCS 3345 6x4 chassis on single source via the accredited OEM  
representative John Holt PLC.

-#Provision of 2 years' operating spares and accessories for each of the  
fire trucks.

-#Provision of local registration of vehicles and provision of necessary  
statutory documentation.

-#Training of key in-house operations staff who will operate and carry out  
first line maintenance of fire trucks.

-#Two years warrantee with after sales maintenance support thereafter.

Specification

Specification note

This specification describes a ROSENBAUER fire fighting vehicle designed/built  
at this time and we reserve the right to substitute alternative items of  
equipment should original equipment envisaged become obsolete or unobtainable.  
We guarantee, however, that any such substituted parts or equipment will be of  
equal or superior design and quality. Drawings and photographs may show  
optional equipment available at extra charge only. Optional features, if  
selected, may influence the weight of the appliance.

1. General Remarks

General Description:

This specification covers the supply of a Rosenbauer Tank Fire Fighting  
Vehicle, mounted on an approved heavy duty chassis of the new generation. The



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		<p>tender has been designed for effective fire fighting in high fire risk areas, like Military complexes, Municipal Areas, Industrial Sites, Refineries, and Petrochemical Installations. It is equipped with a water tank and a foam compound tank (optional), and is designed to operate from open water sources, fire hydrants or its own tank supplies. The vehicle is capable of operating in desert terrain at high ambient temperatures and in salt laden, high humidity atmosphere. All components of this vehicle are made of approved products, steadily improved and developed. This is the guarantee for absolute reliability and safety in performance.</p> <p>1.1. Quality Standards</p> <p>General:</p> <p>The engineering and construction of all Rosenbauer products is conducted by procedures following the Standards of ISO 9001. Rosenbauer International holds the Quality System Certificate ÖQS-Reg. No. 143/0 of the European Network for Quality System assessment and certification. This Standard is recognised worldwide and is increasingly demanded by all Governments and Major Organisations. Additionally, Rosenbauer has been certified to follow the Environmental Management Standards as laid down by ISO 14001 / EN 14001 - a firm ecological commitment towards protection of our environment.</p> <p>1.2. Warranty/Guarantee Conditions</p> <p>Warranty time:</p> <p>A one (1) year warranty - bumper to bumper - is provided in accordance with our sales and delivery conditions and maintenance manuals supplied with the vehicles.</p> <p>1.3. Painting and Corrosion Protection</p> <p>-#Chassis frame: According to manufacturer's standard.</p> <p>-#Rims: Ral 9006 silver</p> <p>-#Front bumper and fenders: According to manufacturer's standard.</p> <p>-#Cab, superstructure and tank: RAL 3000 fire engine red</p> <p>-#Roller Shutters Silver RAL 9006</p> <p>-#Standard lettering: In simple white letters, as per client's specification</p> <p>-#Additional lettering: According to customer's request.</p> <p>1.4. Documentation</p> <p>-#Operation manual:</p> <p>-#operation manual(s) will be provided in English language.</p> <p>1.5. Performance, Weights and Dimensions</p> <p>-#Top speed: approx. 100 km/h</p> <p>-#Permissible front axle load: 9.000 kg</p> <p>-#Permissible rear axle load: 13.000 kg + 13.000 kg</p> <p>-#Permissible gross vehicle weight: 33.000 kg</p> <p>-#Dimensions (LxWxH): 10.700 x 2.550 x 3.700 mm</p>					



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		-#Wheelbase: 4.800 mm 2. Chassis and Cab					
		2.1. Chassis					
		-#Make: Mercedes Benz					
		-#Model: Arocs 3345					
		-#Engine: Make: Mercedes Benz					
		-#Model: OM 460, Euro 3					
		-#Method of operation: 4-stroke Diesel engine, with direct injection, turbo charger and intercooler					
		-#Arrangement of cylinders: 6 cylinders, in-line					
		-#Displacement: 12.8 litre					
		-#Maximum output: 449 HP (330 kW) at 1.900 rpm					
		-#Cooling system: Water forced circulation by pump, tubular finned radiator with thermostat.					
		-#Lubrication: Forced feed lubrication with oil cooler					
		Electric system					
		-#Voltage: 24 Volt					
		-#Battery: Number: 2, voltage and capacity: 12 V, 170 Ah					
		Drivetrain & Steering:					
		-#Gearbox type: MB Powershift automated gearbox					
		-#Clutch type: Dry clutch					
		-#PTO: Suitable for pump operation					
		-#Wheel-drive: 6x4					
		-#Steering: L/H drive hydraulic power assisted steering system, adjustable steering wheel					
		Axles:					
		-#Front axle: MB, design 9 tons					
		-#Rear axles: MB, design 13 tons					
		-#Springs: Leaf springs at front and rear axles					
		-#Shock absorbers: Telescopic					
		-#Tires: On and off-road type					
		-#Front axle: single tires 385/65 R 22,5					
		-#Rear axle: twin tires 315/80 R 22,5					
		Brakes:					
		-#Foot brake: MB electronic brake system, direct-acting full air brakes with independent circuits for front, rear, parking and emergency circuit and ABS					
		-#Parking brake: electronic					
		Miscellaneous:					
		-#Fuel tank: 290 litres					



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-#Accessories: Spare Wheel and tire:  
-#Temporarily mounted on the working deck of the vehicle  
-#Tools: Hydraulic vehicle jack and wheel changing tools

#### 2.2. Chassis Modification

-#Subframe: A sub-frame will be mounted onto the chassis frame and acts as the vital interface between chassis and superstructure. Whilst complying to latest chassis manufacturer's bodybuilder-guidelines it provides a solid platform for the integration of a vibration free pump driveline; the flexible mounting of the modular superstructure eliminates torsion and undue stress-loads.  
-#Rear shackles: Two shackles will be mounted in the rear of the vehicle.  
-#Front shackles: Two shackles will be mounted in the front of the vehicle.

#### 2.3. Cab

-#Type: Forward control type, hydraulically operated tilting driver's cab in all steel construction.  
-#Design: The driver's cab is a rigid safety cell, offers well tuned suspension and ensures comfort almost equal to that of a passenger car. Modern design offers excellent all-round vision. The cab is adequately insulated against noise, vibration and extreme temperatures. All labels and plates in the cab are in the English language.  
-#Doors: Two doors, with roll-down windows.  
-#Windshield: Made of laminated safety glass.  
-#Dashboard: The dashboard is equipped with all necessary gauges, pilot lamps and switches as per chassis manufacturers standards. \* Speedometer \* Oil pressure gauge or warning lamp \* Diesel tank gauge \* Coolant temperature gauge \* Battery charging indicator \* Air pressure gauge \* Control light direction indicators \* Warning light braking system  
-#Miscellaneous: \* Windshield wipers and washers \* Cab interior illumination \* Heating and ventilation unit, defroster \* Two rear view mirrors \* Two sun visors

#### Crew Cab:

Type: Stand alone type, mounted on the sub-frame of the superstructure by means of rubber cone bearings, for a crew of up to 4 firemen.  
Design: The crew cab is a rigid safety cell, made of aluminium and GRP materials. Two large doors made of aluminium with safety glass provide a good access to the cabin and gives a good vision to the crew. Both doors are equipped with manual sliding windows for good ventilation. The floor of the cabin is made of an extremely slip resistant material. For the safety of the passengers a handgrip is mounted near each door, and on the roof of the crew cab.  
Crew cab steps: Two fixed steps on each side of the crew cabin.  
Lighting: Central overhead light unit actuated via door switch.



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		<p>Intercom system: A contactless operating intercom system for acoustic communication between driver and crew is installed in the crew cab. Seating: 1+5 Driver seat: Air suspended, adjustable and upholstered. Co-driver seat: Fixed seat, upholstered, with adjustable backrest. Rear seat bench: With four single seats mounted in driving direction. Two point safety belts are provided for each seat. The space under the seat bench can be used as an additional storage compartment. SCBA brackets in driving direction: Four (4) Rosenbauer quick release SCBA brackets for fast and easy putting on the SCBA units during the approach to the emergency scene before getting out of the vehicle. A hinged back-rest provides excellent sitting comfort even when the breathing apparatuses are not fixed in the SCBA brackets. The SCBA brackets can easily be adjusted to accommodate different types of breathing apparatus. Air conditioning system: Original chassis' manufacturers air conditioning system.</p> <p>2.4. Control Panel Driver's Cab -#Controls for superstructure: -#Located between the driver's and co-driver's seat, on the dashboard, there is a control panel for the warning system. ##Controls for alarm system. ##Warning light for open roller shutters. ##PTO control switch (separate mount).</p> <p>3. Superstructure Manufacturer: Rosenbauer International AG Construction: CBS (Customised Body System) technology. The versatile lightweight and modular superstructure consists of self-supporting canted aluminium sheets. The superstructure as such is mounted onto an auxiliary frame which is fixed to the chassis frame by means of rubber/steel cone bearings. All aluminium sheets are bent and shaped to increase the torsion resistance and are joined together by gluing technology and screwed or bolted wherever necessary. Stainless steel screws are used throughout. The CBS technology increases the mobility of the vehicle, reduces the vehicle weight, lowers the centre of gravity and offers better corrosion resistance. Design: The bodywork is designed in such a way as to allow maximum accessibility to all areas to be serviced and inspected. Provision is made for all major vehicle components to be removed in an easy way. For this purpose, lifting eyes are provided wherever feasible. This ensures that removal and replacement do not entail unacceptable downtime. Fenders: Made of high quality laminated polyester material, glass fibre reinforced, and provided with rubber mud flaps. Working deck: The roof is covered with a special sand/plastics coating, which</p>					



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		<p>is extremely slip resistant.</p> <p>Access: A ladder, mounted in the rear of the superstructure, gives access to the working deck. Hand grips where necessary.</p> <p>Working deck gallery: With single-row aluminum bar</p> <p>3.1. Front Compartment</p> <p>Design: The space between the water tank and the cab is constructed as a through-type storage locker and holds all accessories delivered with the vehicle.</p> <p>Brackets: Quick release brackets, ensuring positive fixture and fast removal of the accessories, are provided for those accessories, that are delivered with the vehicle.</p> <p>Roller Shutters: Two (2) lateral dust- and water proof light-alloy roller shutters, all provided with a lock. The dual-skinned design guarantees that the roller shutter can always be opened, also if e.g. a tool has come off its brackets, which normally would block the roller shutter. The profiles are embedded in a special type of plastic material, extremely low on noise, and smooth running. When opening a roller shutter, an automatic switch ensures immediate illumination of the respective locker.</p> <p>Foot boards: Adequate access to the storage lockers is provided by foot boards. These boards are hinged and can be stored back into transport position.</p> <p>3.2. Pump Compartment</p> <p>Design: The pump compartment is mounted behind the water tank in the rear of the vehicle.</p> <p>Side lockers: Closed by two (2) lateral dust- and water proof light-alloy roller shutters, all provided with a lock. The dual-skinned design guarantees that the roller shutter can always be opened, also if e.g. a tool has come off its brackets, which normally would block the roller shutter. The profiles are embedded in a special type of plastic material, extremely low on noise, and smooth running. When opening a roller shutter, an automatic switch ensures immediate illumination of the respective locker.</p> <p>Footsteps: Adequate access to the side lockers is provided by fixed steps.</p> <p>Rear locker: Accommodating the fire pump and closed by an aluminum door, hinged at the top, which provides extra protection to the pump operator against rain and sun.</p> <p>4. Fire Fighting System</p> <p>4.1. Water Pump</p> <p>-#Make: Rosenbauer</p> <p>-#Model: N65</p> <p>-#Type: Single-stage centrifugal fire pump.</p> <p>-#Material: Corrosion resistant light alloy, sea water resistant. Pump shaft made of stainless steel.</p> <p>-#Output: 6.500 l/min. at 10 bar, when operating from the tank or 6.000</p>					





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		<p>l/min. at 10 bar, at 3 m suction height.</p> <p>-#Sealing: By means of a mechanical shaft sealing.</p> <p>-#Protection: Automatic thermal overheating protection system.</p> <p>-#Certification: Certified as to EN 1028:2002 part 1 and 2. The pump is also UL (Underwriters Laboratories) listed under No. EX4835(N) Chapter AZZY - Automotive Fire Apparatus Accessories.</p> <p>-#Drive: By the vehicle's engine via the PTO</p> <p>-#Location: In the rear of the vehicle.</p> <p>-#Pump drain: Pump drain with manual ball valve.</p> <p>4.2. Foam Proportioning System</p> <p>-#Make / Model: Rosenbauer / FIXMIX 2.0 A automatic around-the-pump foam proportioning system; up to 3 proportioning rates (e.g. 1%, 3% and 6%) can be selected</p> <p>-#The system will be pre-calibrated and adjusted according to defined values respectively specified foam compound. An adaption to a foam compound with different viscosity is possible at any time by adjusting the system. The proportioning rates can be changed during extinguishing operation without interruption or re-calibration.</p> <p>-#A change of proportioning rates is done electro-mechanically, the regulation of foam compound flow rate works mechanically based on the current water flow rate in order to keep the proportioning rate constant within the specified constraints.</p> <p>-#Material: corrosion resistant light alloy</p> <p>-#Usability: for all foam compounds with a viscosity up to 60 cSt (foam compounds with higher viscosity on application)</p> <p>-#Proportioning rate: 3%, 6% or 8%</p> <p>-#External foam suction line: One (1) external foam suction line with 2" diameter will be installed in the rear of the vehicle.</p> <p>4.3. Pump Manifolds</p> <p>-#Water tank suction line: One (1) water tank suction line, with butterfly valve, electro-pneumatically controlled.</p> <p>-#External water suction line: external water suction line 6" diameter, with butterfly valve manually actuated and fix and blind coupling will be mounted on the right side of the vehicle.</p> <p>-#External water suction lines: Two (2) external water suction lines 6" diameter, with butterfly valve manually actuated and fix and blind coupling will be mounted on the left and right side (one each) of the vehicle.</p> <p>-#Normal pressure outlet R/H side: Three (3) normal pressure outlet(s) diameter 2,5", with butterfly valve, will be mounted at the R/H side.</p> <p>-#Normal pressure outlet L/H side: Three (3) normal pressure outlet(s) diameter 2,5", with butterfly valve, will be mounted at the L/H side.</p> <p>-#Normal pressure outlet to the roof turret: normal pressure outlet 3" diameter, with butterfly valve, electro-pneumatically controlled, for</p>					



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		connection to the roof turret. -#Normal pressure outlet(s) to the hose reel(s): Two (2) normal pressure outlet(s), with manually operated ball type valves, connected to the hose reel (s). -#Piping: Water pipework is made of hot dipped galvanised steel, foam compound pipework is made of plastic material (Polypropylene) and stainless steel (according to DIN 1.4571). Pipe sizes and configurations are designed to produce a minimum friction loss when operating at full capacity.					
		<b>4.4. Pump Control Panel</b> Design: Rosenbauer LCS (Logic Control System) pump operation panel without display unit. This system is based on the CAN bus system and provides comprehensive information of all functions of the superstructure & the firefighting system. Location: Mounted in the rear pump compartment next to the pump. Controls: The pump operation panel comes with the following soft touch buttons & controls: -#Manovacuumeter -#Normal pressure manometer -#Water tank level gauge -#Foam tank level gauge -#Switch for water tank suction valve -#Control for priming pump -#Throttle control -#Switch for foam tank suction valve -#Control for pre-adjustment of foam admixing rate -#Switch for foam system flushing -#Control for pump to water tank filling line -#Control lamp for engine oil pressure -#Control lamp for low battery voltage -#Control lamp for low air pressure -#Control lamp for pump engaged -#Control lamp for priming pump -#Control lamp for engine coolant temperature -#Control lamp for water tank suction valve -#Control lamp for foam tank suction valve -#Pump hourmeter					
		<b>4.5. Quick-Attack Installation</b> -#Hose reel R/H side: Rosenbauer rapid intervention normal pressure hose reel mounted in the right pump compartment. -#Construction: Each lightweight reel, manufactured of man-made materials, is fitted with a reliable drum brake, and a crank for rewinding of the rubber hose. Additional electric drive for re-winding the rubber hose with a safety overload gear. The compact design, without exposed reel chain drive, reduces					



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the space requirement in the vehicle and prevents the risk of injury.

-#Hose: The hose reel holds 45 m of rubber hose, 32 mm internal diameter.

-#Nozzle: The end of the hose is fitted with a Rosenbauer SelectFlow nozzle 1,5", model RB 101. A flow selection control ring with detents can be set for a flow of 115, 230, 360, 475 l/min or flush (all flow figures refer to a nozzle pressure of 7 bar). Change of flow or flush is possible without shutting down. A moulded bumper ring in front of the nozzle can easily be turned to produce straight stream, narrow or wide angle fog.

-#Guide rollers: In order to facilitate unwinding of the hose and to protect the pump control panel, light alloy guide rollers are provided.

-#Hose reel L/H side: Rosenbauer rapid intervention normal pressure hose reel mounted in the left pump compartment.

-#Construction: Each lightweight reel, manufactured of man-made materials, is fitted with a reliable drum brake, and a crank for rewinding of the rubber hose. Additional electric drive for re-winding the rubber hose with a safety overload gear. The compact design, without exposed reel chain drive, reduces the space requirement in the vehicle and prevents the risk of injury.

-#Hose: The hose reel holds 45 m of rubber hose, 32 mm internal diameter.

-#Nozzle: The end of the hose is fitted with a Rosenbauer SelectFlow nozzle 1,5", model RB 101. A flow selection control ring with detents can be set for a flow of 115, 230, 360, 475 l/min or flush (all flow figures refer to a nozzle pressure of 7 bar). Change of flow or flush is possible without shutting down. A moulded bumper ring in front of the nozzle can easily be turned to produce straight stream, narrow or wide angle fog.

-#Guide rollers: In order to facilitate unwinding of the hose and to protect the pump control panel, light alloy guide rollers are provided.

## 5. Tanks

### 5.1. Water Tank

-#Capacity: 7.000l

-#Design: The water tank is mounted completely torsion free, and is therefore suitable for even roughest cross-country operation. The tank is suitable for transport of drinking water.

-#Material: It is made of high quality Polypropylene material, 10 to 14 mm thick

-#Pressure Test: A pressure test of 0,2 bar is applied to the tank, so as to ensure that the tank will be absolutely leakproof.

-#Advantages: \* Absolutely corrosion proof. \* UV-stabilised material is used throughout. \* No maintenance required. \* The exterior of the tank has flame retarding properties. \* The weight of the tank is approx. 35% less than comparable steel tanks. \* In case of damages, the tank can be repaired at your local workshop.

-#Fittings: The standard design of the tank includes: \* Inspection manhole 450 mm diameter. \* Pressure and vacuum release. \* Overflow system with spilling prevention. \* Tank drain with 1" ball type valve. \* Electric tank level



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indicator "Fludometer". \* Baffle plates mounted in the tank's interior prevent a rolling motion of the contents. \* An anti-swirl plate or a suitable sump will prevent a funnel formation during suction operation. \* Four hydrant filler inlets (two on each side), with a 2,5" coupling and blank cap, and provided with a 2,5" butterfly valve. Come with non-return valve and removable strainer. -#All connections and pipes are dimensioned so as to meet all flow requirements, and fitted with easily accessible drain valves.

#### 5.2. Foam Compound Tank

-#Capacity: 4.000 litres

-#Location: The foam tank is an integral part of the water tank.

-#Design: The foam compound tank is suitable for transport and storage of all known brands of synthetic and protein based foam compounds. The tank is mounted torsion free, and is therefore suitable for even roughest cross-country operation.

-#Material: It is made of high quality Polypropylene material, 10 to 14 mm thick

-#Pressure Test: A pressure test of 0,2 bar is applied to the tank, so as to ensure that the tank will be absolutely leakproof.

-#Advantages: \* Absolutely corrosion proof. \* UV-stabilised material is used throughout. \* No maintenance required. \* The exterior of the tank has flame retarding properties. \* The weight of the tank is approx. 35% less than comparable steel tanks. \* In case of damages, the tank can be repaired at your local workshop.

-#Fittings: The standard design of the tank includes: \* Inspection manhole 450 mm diameter, with quick action opener. \* Pressure and vacuum release \* Electric tank level indicator "Fludometer" \* One inlet, with Storz-38 mm coupling and blank coupling, suitable for filling the tank by means of a foam compound decanting pump. \* One drain connection \* Suction line to the foam proportioning system, with ball type valve.

#### 6. Turrets

-#Make: Rosenbauer

-#Model: RM60M

-#Type: Manually controlled turret with O-stream nozzle "HSD 4000" and foam tube.

-#Drive/Control: Horizontal rotational movement is achieved by a pivoted hand lever, which retains the slewing in pivoted position. Vertical rotation is done by a hand wheel. This drive concept is self locking, which means, no separate retaining is necessary.

-#Control panel: With throttle for engine speed control and remote control switch for turret valve.

-#Output: 5.000 l/min (nominal) at 10 bar

-#Operation range: Foam straight stream throw: 70 m (far point) Water straight stream throw: 75 m (far point) Foam dispersed pattern 10 m wide Water



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Item	Material /Service	Description	Qty	U/M	Currency	Unit Price	Order Value
		dispersed pattern 10 m wide -#Foam barrel: Permanently mounted foam barrel. -#Deflector: For producing a dispersed pattern. Direct manual control on the turret. -#Rotation: 330° -#Elevation: 0 - 70° -#Depression: From 0° to maximum -15° . Due to the special shape of the cab and the contours of the working deck, the depression angle may be smaller when measured over the rotating beacons, ladder fixtures, etc. -#Turret location: Mounted on top of pump compartment.					
		7. Complimentary Systems					
		7.1. Dry Chemical Powder Unit					
		-#Type: PLA 250 -#Location: In the front storage locker -#Design: One dry powder container, corrosion resistant, holding 250 kg of "ABC" type dry chemical powder, suitable and approved for the following fire classes: A: Fires of solid materials, mainly of organic nature, which normally burn under formation of embers (e.g. wood, paper, straw, coal, textiles, rubber etc.) B: Fires of liquid materials or materials burning in a liquid state (e.g. petrol, oils, greases, varnishes, resins, waxes, tar, ether, alcohol, plastics etc.) C: Fires of gases (e.g. methane, propane, hydrogen, acetylene, sewer gas etc.) -#Working pressure: The dry chemical powder container is laid out for an operational pressure of 12 to 13 bar and all safety valves are set to blow off at 14 bar. -#Painting: The dry powder vessel is painted in red colour RAL 3000. -#Standards: The dry chemical powder container is made in accordance with the prevailing German standards for design and manufacturing of pressure vessels "AD-Merkblätter" B 0, 1, 3 and W 1. All materials used are as per DIN standards. The manufacturing process is under supervision of the German TÜV (Federal Technical Supervision Agency) and a copy of the test certificates will be delivered with the powder unit. -#Expelling gas: A 25 litres capacity Nitrogen cylinder, filled at a pressure of 150 bar, serves as expelling gas for the dry-chemical powder. The filling pressure is related to a temperature of 15 degrees Centigrade. Testing pressure of the cylinders is 300 bar. The Nitrogen used is 99% pure, with a maximum steam content of 30 ppm. The cylinder is painted black (RAL 9005) as per EN1089-3:1997, and clearly marked "NITROGEN" in English. A gauge for reading the pressure of the Nitrogen cylinder is provided. A ball type valve is mounted directly after the gauge, so it will not be necessary to pressurise the complete dry powder unit when checking the pressure of the nitrogen cylinder.					
		7.2. Quick-Attack Installation Dry Powder					
		-#Dry powder hose reel L/H side: Rosenbuer rapid intervention dry powder					



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hose reel mounted in the left equipment compartment.

-#Construction: Each lightweight reel, manufactured of man-made materials, is fitted with a reliable drum brake, and a crank for rewinding of the rubber hose. Additional electric drive for re-winding the rubber hose with a safety overload gear. The compact design, without exposed reel chain drive, reduces the space requirement in the vehicle and prevents the risk of injury.

-#Hose: The hose reel holds 30 m of rubber hose, 32 mm internal diameter.

-#Nozzle: The end of the hose is fitted with a with a trigger operated powder nozzle, output 5 kg/sec. Throw range at still air is approx. 8 metres.

#### 8. General Modules

##### 8.1. Electrical Equipment

-#CAN Bus: The vehicle is equipped with a Rosenbauer CAN-Bus control system (Controller Area Network). CAN bus systems are already used in the passenger car industry since many years. The system is shockproof and resistant against temperatures between - 30°C up to + 80°C. The main advantage of the CAN bus system is the availability of identical information for all electronic interfaces. This system is the internal data highway of the vehicle. Furthermore it is possible to read out all data via a central diagnostic link or to upgrade the software even after years easily.

-#Traffic installation: In compliance with national highway codes, comprising head lights, brake/stop lights, trafficators, back-up light, and licence plate illumination.

-#Illumination: Lighting system for the interior of the cab, pump compartment and storage lockers. Automatic switching on when doors or roller shutters are opened.

-#Battery master switch: An electrically controlled battery master switch will be installed on the dashboard in the driver's cab.

-#Radio preparation: Battery connection with fuse protection Voltage transformer 8 A from 24 to 12 Volt Mobile antenna, cab roof mounted, complete with coaxial cable and plug

##### 8.2. Warning Devices

-#Warning lights: Two (2) stroboscopic flashing lights are mounted on top of the cab.

-#Rear warning light: One (1) stroboscopic flashing light is mounted on top of the rear superstructure.

-#Warning lights colour: Warning lights in red colour

-#Public Address System: Public Address system, complete with a cabin mounted hand microphone and roof mounted loudspeaker. The integrated siren is an advanced, efficient and full-featured electronic siren. The siren is protected against all failure modes by a fuse that is replaceable without tools.

-#Selector switch functions: RADIO: Incoming radio messages are amplified by the PA 300 and rebroadcast over the external speaker.



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		<p>-#MANUAL: Siren may be activated by the siren switch on the dashboard, or by the vehicle's horn control on the steering wheel.</p> <p>-#WAIL: Continuous "wailing" up and down in frequency.</p> <p>-#YELP: Continuous rapid "warbled" tone.</p> <p>-#HI-LO: Distinctive two-tone sound</p> <p>-#HORN/SIREN: Up position activates the electronic air horn sound and down position activates peak-and-hold sound in any mode except radio.</p> <p>8.3. Exterior Illumination</p> <p>-#Spot lights: Two (2) spot lights mounted on top of the supersctructure and fitted with a 70 Watt LED bulb provide a good illumination of the working deck. The spotlights are swivelable and can be removed as well. Complete with cable and plug.</p> <p>8.4. External Supply</p> <p>-#Low voltage supply line: 24 V external power supply with DIN type socket and counter plug.</p> <p>9. Fire Fighting Equipment</p> <p>-#A full set of basic and optional fire fighting and rescue accessories as per enclosed equipment list(s) can be delivered with the fire fighting vehicle at extra cost. Please refer to our commercial offer for pricing information. In case of order, all accessories delivered will be securely mounted in heavy duty brackets, that will allow for fast removal.</p> <p>#</p> <p>Fire Truck Accessories</p> <p>1.#SUCTION HOSE 140 MM 2 M BSRT 5 1/2" LIGHT ALLOY, 18,5 KG, Made of SBR (Styrol-Butadien-Caoutchouc). Steel wire reinforced. Maximum pressure load 6 bar, maximum vacuum load 0.8 bar. Weight: 18.5 kg. Item No.: 21316301</p> <p>2.#CYLINDRICAL SUCTION STRAINER WITHOUT NON RETURN VALVE, BSRT 5 1/2" FEMALE, LIGHT ALLOY, 9,9 KG Item No.: 260566</p> <p>3.#WICKER BASKET 5 1/2"- 6". Offers maximum protection, prevents even very small object from entering suction line. Weight: 1.4 kg. Item No.: 275564</p> <p>4.#COUPLING SPANNER BRITISH STANDARD 3"- 5 1/2": Spanner for 3, 4 and 5,5" BS couplings. Made of steel, hot dip galvanised. Weight: 0,57 kg. Item No.: 019061-001</p> <p>5.#COLLECTING BREECHING BS 2 1/2" FEM. SWIVEL -2 X 2 1/2" MALE, 2,3 KG. Item No.: 259553</p> <p>6.#COLLECTING BREECHING BSRT 5 1/2" FEM.SWIVEL - 2 X 2 1/2" MALE INST., ANGLED TYPE, 7,30 KG. Item No.: 277493</p> <p>7.#DIVIDING BREECHING BALL TYPE VALVE, BS 2 1/2" MALE - 3 X 2 1/2" FEM., LIGHT ALLOY, 5,4 KG. Item No.: 25695804</p> <p>8.#DELIVERY HOSE PROFESSIONAL 65 MM 25 M BS 2 1/2", LIGHT ALLOY, 14 KG: Premium inside and outside-rubberised delivery hose in a class of its own.</p>					



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		Fabric ply: High-strength polyester/polyamide yarn, endless-woven and completely embedded in the rubber. Item No.: 202889					
		9.#DELIVERY HOSE PROFESSIONAL 38 MM 20 M BS 2 1/2", LIGHT ALLOY, 6 KG. Item No.: 202868					
		10.#DELIVERY HOSE PROFESSIONAL 65 MM 30 M BS 2 1/2", GUNMETAL, 16 KG. Item No.: 202886					
		11.#HEAVY-DUTY RUBBER HOSE BRIDGES FOR B/C-HOSES 1 SET = 2 PIECES. Solid rubber hose bridges for fire hoses with slip-proof finish. The links, which also act as handles, are used to increase the track width as required. Supplied in sets, each set consists of 2 hose bridges. For accommodation of 2 x 1 1/2" or 2 x 2 1/2" hoses. Dimensions (L x W x H): 855 x 320 x 84 mm Weight: 28 kg Item No.: 292701					
		12.#SELECT-FLOW NOZZLE "RB 101 NFPA"CPL. BS 2 1/2"MALE 115-230-360-475 L/MIN. -Item No.: 27923002					
		13.#SELECT-FLOW NOZZLE"RB 102 NFPA"CPL. BS 2 1/2" MALE 360-475-550-750 L/MIN. Item No.: 27923301					
		14.#FOAM-MAKING BRANCHPIPE S4 BS 2 1/2" MALE, WITH BALL VALVE SHUT OFF. Item No.: 70006504					
		15.#FOAM-MAKING BRANCHPIPE M4 COUPLING BS 2 1/2", WITH BALL VALVE SHUT OFF. Item No.: 701741					
		16.#PORTABLE MONITOR "RB 6" 1 X BS 2 1/2" MALE TIP 360-475-550-750-950 L/MIN. Item No.: 265497					
		17.#POWDER EXTINGUISHER MODEL PD 9 GA, ENGLISH. Item No.: 283375E					
		18.#CO2 FIRE EXTINGUISHER MODEL "KS 5 SE". Item No.: 283070					
		19.#FIRE-FIGHTER'S TOOLBOX - Certified as to DIN 14881. Light alloy box, with compartments. Comes complete with the following tools: Dimensions: 600 x 400 x 150 mm Weight of the complete box: 23.5 kg. Item No.: 600505					
		20.#SAFETY BLADE RESCUE KNIFE. Item No.: 508780					
		21.#CRASH OR FIRE AXE (PICKHEAD) WITH FIBREGLASS. HANDLE, INSULATED. Length: 910 mm. Weight: 2.75 kg. Item No.: 601550					
		22.#RESCUE TOOL HOOLIGAN WITH METAL CUTTING CLAW. Item No.: 600827					
		23.#MULTI-PURPOSE FIRE TOOL T-N-T MODEL 840 LENGTH 102 CM. Item No.: 600824					
		24.#PIKE POLE WITH NUPLA-HANDLE 3000MM; 4KG. Item No.: 601035					
		25.#CROWBAR 1300 MM 1,300 MM. Item No.: 602610					
		26.#BOLT CUTTER 750 MM LONG. Item No.: 605100					
		27.#SLEDGE HAMMER 500 MM LONG. Item No.: 603500					
		28.#STRETCHER - TWICE-FOLDABLE. Item No.: 501600					
		29.#FIRST AID SHOULDER BAG. Item No.: 505253					
		30.#RESCUE LINE 30M WITH BAG. Item No.: 150705					
		31.#EXTENSION LADDER - 2 SECTIONS 9 M. Item No.: 81510002					
		32.#PROTECTIVE JACKET FIRE FIT 2 5 CM/7,5CM YE/SI/YE STRIPING, COLOUR: NAVY BLUE. Certified as to EN 469:2005 (highest performance level Xf2, Xr2, Y2 and Z2) and EN 1149-5 This garment is only one part of a combined protective clothing acc. to EN 469 Item No.: 141350					
		##Material: # Outer fabric: the outer shell is made of flame- and heat					





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		resistant Nomex Tough, 195 g/m <sup>2</sup> , which consists of 75% Nomex, 23% Kevlar and 2% Carbon (prevents electrostatic charges) o#Breathable membrane made of PU laminated fabric. This membrane also acts as a vapour barrier, protecting the fireman during extinguishing operations, approx. 150 g/m <sup>2</sup> o#Lining is made of quilted Nomex, non-woven, with a Nomex/Viscose blend covering, in a 270 g/m <sup>2</sup> material ##Remarks: o#Comfortable, ergonomic designed protective jacket with high protection o#Special designed sleeves for more freedom of movement o#Arm and jacket seams with moisture blocker made of flame retardant Polyurethan coated aramid, therefore better protection against the penetration and soaking of water (anti-wicking barrier) o#Highly resistant zipper with double cover flap o#Flame protection collar can be pulled up under the helmet o#Sleeves width can be adjusted individually due to Velcro o#Sleeves with innovative NOMEX® knitted wristlet with thumb hole o#Due to a special construction it's not possible to pull through the wristlet during slip in the jacket sleeves o#Radio pockets on left side o#With two side pockets with flap; under right side pocket flap with strap and push button for attaching a carabine (not scope of delivery) o#15 x 2.5 cm fleece strip above left radio pocket for attaching a name strip o#Holding loop for manual microphone on left o#jacket with 5 cm wide and 7,5 cm wide yellow/silver/yellow reflective stripes around torso, around sleeves with 7,5 cm wide yellow/silver/yellow reflective stripes, additional with 5 cm wide yellow/silver/yellow reflective stripes vertically on the front side o#Backside length 85 cm (size 52-54C) o#Sizes: 40-42 to 64-66 each in lengths A (body size 156-164 cm), B (body size 164-172 cm), C (body size 172-180 cm), D (body size 180-188 cm) and E (body size 188-196 cm) o#Accessoires: ##1405966 name strip Lettering two line high on the back ##140949 printed directly on the jacket ##140948 Lettering fixed on a hook and pile fastener 10 x 45 cm ##14059922 Pile tape suitable for affixing a 10 x 45 cm lettering ##Weight: 1.55 kg (size 48-50C) 33.#PROTECTIVE TROUSERS FIRE FIT 2 5CM/ 7,5CM YE/SI/YE STRIPING, COLOUR NAVY BLUE - Certified as to EN 469 (highest performance level Xf2, Xr2, Y2 and Z2) and EN 1149-5. This garment is only one part of a combined protective clothing acc. to EN 469 ##Material: ##Outer fabric: the outer shell is made of flame- and heat resistant Nomex					



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		<p>Tough, 195 g/m<sup>2</sup>, which consists of 75% Nomex, 23% Kevlar and 2% Carbon (prevents electrostatic charges)</p> <p>##Breathable membrane made of PU laminated fabric. This membrane also acts as a vapour barrier, protecting the fireman during extinguishing operations, approx. 150 g/m<sup>2</sup></p> <p>##Lining is made of quilted Nomex, non-woven, with a Nomex/Viscose blend covering, in a 270 g/m<sup>2</sup> material</p> <p>##Remarks:</p> <p>##Comfortable, ergonomic designed protective trousers with high protection</p> <p>##5 cm wide fixed suspenders</p> <p>##Elastic waistband for perfect adjustment</p> <p>##Trousers seams with moisture blocker made of flame retardant Polyurethan coated aramid, therefore better protection against the penetration and soaking of water (anti-wicking barrier)</p> <p>##Fly with zipper and Velcro fastener covered by flap</p> <p>##Two side pockets with flap, lower side of pocket with pleat</p> <p>##15 x 2.5 cm fleece strip for name strip on left side pocket flap</p> <p>##Ergonomically shaped knees with reinforcements made of flame-retardent, silicon-carbon coated paraaramid fabric</p> <p>##Sewn-in knee pads made of water repellant cellulose rubber</p> <p>##trousers with 5 cm wide and 7,5 cm wide yellow/silver/yellow reflective stripes around legs</p> <p>##Sizes: 42-44 to 60-64 each in lengths A (body size 156-164 cm), B (body size 164-172 cm), C (body size 172-180 cm), D (body size 164-172 cm) and E (body size 188-196 cm)</p> <p>##Weight: 1.33 kg (size 48-50 C)</p> <p>##Item No.: 141351</p> <p>34.#FIRE-FIGHTING GLOVES SAFE GRIP 3 WITH CUFF COLOUR: DARK BLUE, CERTIFIED AS TO EN 659:2008 Certified as to EN 659:2008 Outer layer:</p> <p>##Back of the hand and cuff made of high quality NOMEX III with a KEVLAR nonwoven laminated onto the backside for heat and insulation and protection against mechanical risks</p> <p>##Palm side made of siliconcarbon-mineral-coated NOMEX/KEVLAR-doubleface-fabric for excellent dexterity, high abrasion resistance and anti-slip on wet and smooth surfaces</p> <p>##Moisture barrier and inner lining - watertight and breathable GORE-TEX X-TRAFIT moisture barrier onto knitwear</p> <p>##all three layers are interconnected - no danger of slipping of inner layer when putting on or taking off gloves</p> <p>Remarks:</p> <p>##Flexible wristlet adjustment</p> <p>##With pleats on the fingers for excellent movement and optimal fit</p> <p>##Adjustable Velcro fastening</p> <p>##Polyurethane impact protectors on the back of the hand with additional heat insulation</p>					



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		##Cuff with 3M yellow/silver/yellow reflective stripes and silver reflective braid ##With D-ring and carabine ##Machine washable up to 60° ##Performance: Abrasion resistance (EN 388) 4 Cut resistance (EN 388) 4 Tear resistance (EN 388) 4 Puncture resistance (EN 388) 3 Burning behaviour (EN 407) 4 Dexterity (EN 420) 4 Outer fabric colour: navy blue Length: 350 mm Sizes: 6, 7, 8, 9, 10, 11 and 12 Weight: 0.32 kg ##Item No.: 142750 35.#FIRE FIGHTING HELMET HEROS-titan HIGH-VISIBILITY LUMINOUS YELLOW, WITH F. SHIELD, NECK PROTECTOR The new generation of HEROS fire fighting helmets combines maximum protection with ease and perfect fit. The HEROS Titan at approx. 1,3 kg offers maximum comfort and withstands high mechanical loads and temperatures of more than 300° C without problem. Fulfills all important standards and certifications for firefighting helmets ##Type B/3b full protection helmet for structural firefighting. ##EN 443:2008, EN 16471:2014, EN 16473:2014 ##ISO 16073:2011 ##Electrical isolation, resistant to chemicals (as a.m. standards) ##Innovative ideas combined in the HEROS Titan ##New helmet shell, minimal weight: Innovative, sporty bionic design, ergonomically shaped, made of high-performance polyamide, providing maximum safety and comfort ##Optimized center of gravity: Perfect balance on the head, individually adjustable ##Improved rotary knob: Individual size adjustment item outside even with gloves on ##Integrated edge protection: Protects the helmet at the edges from bumps and scuffs ##Optimized damping insert: Improved protection concept and even more robust against penetration ##Visors - optical class 1: Visibility-supporting visor of optical class 1 for better visibility and optimized wearing comfort (eye protector optional) ##One helmet shell for all sizes: Wide size selection from 49 to 67 ##High user- and service friendliness: All settings can be adjusted without removing the interior fittings, no special tools required for disassembly of main components, the complete helmet is washable (using a washbag) ##Perfect fit: In just 5 steps, wearing height, headbandsize, position of the chin strap and wearing comfort can be adjusted easily and the helmet can be optimally aligned to the body's center of gravity ##Scope of delivery: ##HEROS Titan with integrated edge protection ##Neck protection (standard) ##Chin strap					



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		##Face shield: visor of optical class 1 ##User information ##Weight (incl. face shield, without neck protector): approx. 1,3 kg ##Item No.: 157312-555 36.#PROTECTIVE BOOT AUSTRIA WIDTH 10 TEXTILE LINING, EN 15090:2012 F2A - Joint-supportive leather heel insert - Anatomically shaped and breathable insert sole (washable: 30°C) - All seams on the AUSTRIA boots are specially treated with seam sealant to achieve best possible water proofing Sizes: 36 to 52 Width: 10 and 12 Boot height: 30 cm (size 42) Weight: 2.4 kg (1 pair, size 42) Sizes 36 and 50-52 are special sizes. Price and delivery time on request. Item No.: 144982  <i>The Order is to be delivered according to the following delivery schedule</i> <table><tr><td><u>Qty.</u></td><td><u>Unit</u></td><td><u>Deliv. date</u></td></tr><tr><td>2.000</td><td>EA</td><td>30.12.2022</td></tr></table>	<u>Qty.</u>	<u>Unit</u>	<u>Deliv. date</u>	2.000	EA	30.12.2022					
<u>Qty.</u>	<u>Unit</u>	<u>Deliv. date</u>											
2.000	EA	30.12.2022											
20	70000000000	MARK UP Pack and Mark: 30086697 0010 EPG-PN-CFGSE OR Other Capex PHC Warehouse WO/NT No : 30086697 0010 0020  Item Currency Value MARK UP  <i>The Order is to be delivered according to the following delivery schedule</i> <table><tr><td><u>Qty.</u></td><td><u>Unit</u></td><td><u>Deliv. date</u></td></tr><tr><td>1.000</td><td>EA</td><td>30.12.2022</td></tr></table>	<u>Qty.</u>	<u>Unit</u>	<u>Deliv. date</u>	1.000	EA	30.12.2022	1.00	EA	USD	267,773.65	267,773.65
<u>Qty.</u>	<u>Unit</u>	<u>Deliv. date</u>											
1.000	EA	30.12.2022											
			1.00	EA	USD	267,773.65	267,773.65						
TOTAL ITEM CURRENCY VALUE						USD	1,542,886.25						
TOTAL PO VALUE						USD	1,542,886.25						



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#### CLAUSE KEY 410

Seller shall supply the following where applicable:

- (a) copies of Operations/Maintenance manuals
- (b) copies of Parts Book
- (c) Schematic drawings/diagram

Seller is hereby notified that acceptance of this Purchase Order implies a firm commitment to provide the following documents at stipulated milestones:

- (a) Evidence that order has been placed with the manufacturer, trading house, or other principal source, within two (2) weeks of receipt of Purchase Order.
- (b) Evidence that the material has been shipped, e.g. Bill of Lading and other shipment documents within forty-five (45) calendar days of delivery date indicated on Purchase Order.
- (c) Evidence of Clearing and Forwarding (C&F). The Customs documents and C&F documents listed below shall be submitted as evidence of Clearing and Forwarding during delivery of the goods.

No delivery will be accepted without the Customs Duty documentation.

Seller is also informed that they are expected to pay appropriate customs duty at the designated entry point.

The Customs documents and C&F documents required as Evidence of Clearing and Forwarding are as follows:

- e-Form 'M'
- PAAR
- Commercial Invoice
- Airway Bill or Bill of Lading
- Packing List
- Combined Certificate of Value and Origin (CCVO)
- Single Goods Declarations (ASYCUDA)
- Custom Assessment Notice
- Bank Receipt of Payment
- Exit Note

- (d) However, Seller shall advise us their best expedited delivery date if earlier than the Purchase Order delivery date.

Be reminded that SPDC reserves the right to cancel this Purchase Order if vendor fails to provide evidence of any or all of these milestones prior to agreed order due date.

Please note the Delivery Conditions of this PO.



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## **PURCHASE ORDER TERMS FOR GOODS AND SERVICES**

These terms and conditions apply to the CONTRACT between COMPANY and CONTRACTOR, which may be in the form of a purchase order or a work statement (the #CONTRACT"). These terms and conditions are binding between COMPANY and CONTRACTOR and supersede and replace any CONTRACTOR terms and conditions or previous contracts for SCOPE. In the event any special terms are agreed between the parties, the special terms will prevail over terms contained in these terms and conditions. Where these terms and conditions are attached to or incorporated in a CONTRACT issued under an existing contract, the terms and conditions of that existing contract will prevail.

### **PART A**

#### **1. DEFINITIONS**

Capitalised words and expressions have the following meanings when interpreting the CONTRACT:

**ACCEPTANCE:** COMPANY accepts SCOPE in writing or is deemed to have accepted SCOPE in the manner specified by the CONTRACT.

**AFFILIATE:** in reference to a PERSON, any other PERSON that: (a) directly or indirectly controls or is controlled by the first PERSON; or (b) is directly or indirectly controlled by a PERSON that also directly or indirectly controls the first PERSON. A PERSON controls another PERSON if that first PERSON has the power to direct or cause the direction of the management of the other PERSON, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. An AFFILIATE of COMPANY is also an AFFILIATE of Royal Dutch Shell, plc.

**AGENCY PERSONNEL:** those CONTRACTOR PERSONNEL who are not direct employees but are working under the direct control and supervision of CONTRACTOR GROUP.

**ANTI-BRIBERY LAWS:** all APPLICABLE LAWS that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any GOVERNMENT OFFICIAL or any other PERSON, including: (a) the United States Foreign Corrupt Practices Act of 1977; and (b) the United Kingdom Bribery Act 2010.

**APPLICABLE LAWS:** where applicable to a PERSON, property, or circumstance, and as amended from time to time: (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations, and orders issued by government agencies, authorities, and other regulatory bodies; and (e) regulatory approvals, permits, licences, approvals, and authorisations.

**BOOKS AND RECORDS:** books, accounts, contracts, records, and documentation, in electronic format or otherwise, in respect of the CONTRACT and performance of SCOPE.

**COMPANY GROUP:** COMPANY and (a) its CO-VENTURERS and JOINT VENTURES; (b) any AFFILIATE of COMPANY, its JOINT VENTURES, or its CO-VENTURERS; and (c) any director, officer, employee, or other individual working under the direct control and supervision of COMPANY, its JOINT VENTURES, or CO-VENTURERS, or the AFFILIATES of COMPANY, its JOINT VENTURES, or CO-VENTURERS.

**COMPANY PROVIDED ITEMS:** items of materials, equipment, services, or facilities, provided by COMPANY to CONTRACTOR to perform SCOPE.

**CONFIDENTIAL INFORMATION:** all technical, commercial, or other information, and all documents and other tangible items that record information, whether on paper, in machine readable format, by sound or video, by way of samples or otherwise, relating to a PERSON's business, including WORK PRODUCT, PERSONAL DATA and SCOPE provided to that PERSON, business plans, property, way of doing business, business results or prospects, the terms and negotiations of the CONTRACT, proprietary software, IP RIGHTS, and business



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records.

CONSEQUENTIAL LOSS: (a) indirect or consequential losses; and (b) loss of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the CONTRACT.

CONTRACT PRICE: the total amount payable by COMPANY to CONTRACTOR.

CONTRACTOR EQUIPMENT: any machinery, plant, tools, equipment, goods, materials, supplies, and other items (including all appropriate associated spare parts, storage containers, packing, and securing) owned or contracted for by CONTRACTOR GROUP, provided title has not passed and will not pass to COMPANY under the CONTRACT.

CONTRACTOR GROUP: CONTRACTOR and: (a) its SUBCONTRACTORS, (b) any AFFILIATE of CONTRACTOR or its SUBCONTRACTORS; and (c) any director, officer, employee, other PERSON or AGENCY PERSONNEL employed by or acting for and on behalf of CONTRACTOR, its SUBCONTRACTORS, or the AFFILIATES of CONTRACTOR and its SUBCONTRACTORS.

CONTRACTOR PERSONNEL: any individual provided by CONTRACTOR GROUP, whether directly or indirectly, and assigned to work in connection with the performance of SCOPE, whether or not an employee of CONTRACTOR GROUP.

CO-VENTURER: any PERSON who is a party to a joint operating agreement, unitisation agreement, or similar agreement: (a) with COMPANY or any of its AFFILIATES; and (b) which JOINT VENTURE or agreement is related to SCOPE performed under the CONTRACT. A reference to CO-VENTURERS includes reference to each CO-VENTURER severally and to its respective successors and permitted assigns.

FORCE MAJEURE EVENT: the events qualifying as a force majeure event as expressly set out in the CONTRACT.

GOODS: goods, materials, products, and equipment to be supplied by CONTRACTOR under the CONTRACT.

GOVERNMENT OFFICIAL: (a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.

HSSE STANDARDS: (a) all HSSE policies, manuals, standards, rules, and procedures, as communicated to CONTRACTOR, designed to manage HSSE risks during performance of SCOPE under the CONTRACT; (b) all APPLICABLE LAWS relating to HSSE; and (c) any other rules and procedures (whether issued by COMPANY GROUP or otherwise) in force at a relevant COMPANY GROUP WORKSITE at the time of performance of SCOPE.

INDEMNIFY: release, save, indemnify, defend, and hold harmless.

INDIRECT TAXES: any of the following: (a) value added tax; (b) goods and services tax; or (c) sales tax or similar levy.

INSOLVENCY EVENT: when a PERSON (a) stops or suspends, or threatens to stop or suspend, payment of all or a material part of its debts, or is unable to pay its debts as they fall due; (b) ceases or threatens to cease to carry on all or a substantial part of its business; (c) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for the reorganisation, compromise, deferral, or general assignment of, all or substantially all of its debts; (d) makes or proposes an arrangement for the benefit of some or all of its creditors of all or substantially all of its debts; (e) takes any step with a view to the administration, winding up, or bankruptcy of that PERSON; (f) is subject to an event in which all or substantially all of its assets are subject to any steps taken to enforce security over those assets or to levy execution or similar process, including the appointment of a receiver, trustee in bankruptcy, or similar officer; or (g) is subject to any event under the law of any relevant jurisdiction that has an analogous or equivalent effect to any of the INSOLVENCY



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EVENTS listed above.

IP RIGHTS: all patents, copyright, database rights, design rights, rights in CONFIDENTIAL INFORMATION, including know-how and trade secrets, inventions, moral rights, trademarks and service marks (all whether registered or not and including all applications for any of them and all equivalent rights in all parts of the world), whenever and however arising for their full term, and including any divisions, re-issues, re-examinations, continuations, continuations-in-part, and renewals.

JOINT VENTURE: any entity in which an AFFILIATE of Royal Dutch Shell plc: (a) has a direct or indirect ownership interest; and (b) is not an AFFILIATE.

LIABILITIES: liabilities for all claims, losses, damages, costs (including legal fees), and expenses.

LIENS: liens, attachments, charges, claims, or other encumbrances against SCOPE or property of COMPANY GROUP.

LIQUIDATED DAMAGES: amounts agreed in the CONTRACT that CONTRACTOR must pay to COMPANY if certain events or performance as specified in the CONTRACT are not timely achieved.

OTHER CONTRACTOR: any other contractor engaged by COMPANY to perform WORK at the WORKSITE.

OTHER PERMITTED BUYER: (a) JOINT VENTURES; and (b) SHELL CONTRACTORS.

PERSON: (a) a natural person; or (b) a legal person, including any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency, or instrumentality, or unincorporated venture.

PERSONAL DATA: any information relating to an identified or identifiable individual, unless otherwise defined under APPLICABLE LAWS related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.

RESTRICTED JURISDICTION: countries or states that are subject to comprehensive trade sanctions or embargoes (as may be amended by the relevant governmental authorities from time to time).

RESTRICTED PARTY: (a) any PERSON targeted by national, regional, or multilateral trade or economic sanctions under APPLICABLE LAWS; (b) any PERSON designated on the United Nations Financial Sanctions Lists, European Union (EU) or EU Member State Consolidated Lists, US Department of the Treasury Office of Foreign Assets Control Lists, US State Department Non-proliferation Sanctions Lists, or US Department of Commerce Denied Persons List, in force from time to time; or (c) any AFFILIATES of such PERSONS; and (d) any PERSON acting on behalf of a PERSON referred to in the foregoing.

SCOPE: all activities and obligations to be performed by or on behalf of CONTRACTOR under the CONTRACT, including those set out in the SCOPE description.

SERVICES: services to be supplied by CONTRACTOR under the CONTRACT, including the results of those services.

SHELL CONTRACTOR: a PERSON acting as a contractor of an AFFILIATE of Royal Dutch Shell plc.

SOFTWARE: any software forming part of SCOPE or necessary for the intended use of SCOPE, including, as applicable, the database and all machine codes, binaries, object codes or source codes, whether in a machine or human readable form, and all improvements, modifications, and updates, flow charts, logic diagrams, passwords, and output tapes, and any future updates, releases, and generally available associated software items, together with the licence to use them or ownership rights in them.

STANDARDS OF PRACTICE: the sound standards, principles, and practices that are recognised and generally accepted in the international oil, gas, and petrochemical industry.





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**SUBCONTRACT:** any contract between CONTRACTOR and a SUBCONTRACTOR or between a SUBCONTRACTOR and another SUBCONTRACTOR of any tier for the performance of any part of SCOPE, including any call off under framework agreements and supply agreements for materials.

**SUBCONTRACTOR:** any party to a SUBCONTRACT, other than COMPANY and CONTRACTOR, including any employers of AGENCY PERSONNEL (except as explicitly provided otherwise).

**TAXES:** all taxes, duties, levies, import, export, customs, stamp or excise duties (including clearing and brokerage charges), charges, surcharges, withholdings, deductions, or contributions that are imposed or assessed by any competent authority of the country where SCOPE is performed or any other country in accordance with APPLICABLE LAWS.

**TRADE CONTROL LAWS:** all APPLICABLE LAWS concerning the import, export, or re-export of goods, software, or technology, or their direct product, including: (a) applicable customs regulations, Council Regulation (EC) No. 428/2009; (b) any sanction regulations issued by the Council of the European Union; (c) the International Traffic in Arms Regulations ("ITAR"); (d) the Export Administration Regulations ("EAR"); and (e) the regulations and orders issued or administered by the US Department of the Treasury, Office of Foreign Assets Control in relation to export control, anti-boycott, and trade sanctions matters.

**VARIATION:** a modification or alteration of, addition to, or deletion of, all or part of SCOPE.

**VARIATION ASSESSMENT:** a proposal prepared by CONTRACTOR in respect of a VARIATION in which it provides full detail of the following: (a) the impact of the proposed VARIATION on SCOPE; (b) a detailed schedule for the performance of adjusted SCOPE; (c) the effect on the CONTRACT PRICE (if any), determined in accordance with the CONTRACT; and (d) any other information COMPANY concludes is necessary for its evaluation.

**VARIATION ORDER:** a written order for a VARIATION authorised by COMPANY.

**WORK PRODUCT:** any and all information, reports, data, drawings, computer programs, source and object codes, program documentation, spread sheets, presentations, analyses, results, conclusions, findings, solutions, calculations, studies, concepts, codes, manuals, inventions, business models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications or other information, documents, or materials, which arise out of or are made, created, or generated for COMPANY, directly or indirectly, in the course of performance of SCOPE, or which are made, created, or generated from or using COMPANY GROUP'S CONFIDENTIAL INFORMATION or COMPANY GROUP's IP RIGHTS.

**WORKSITE:** lands, waters, and other places on, under, in, or through which SCOPE or activities in connection with SCOPE are to be performed, including manufacturing, fabrication, or storage facilities, offshore installations, floating construction equipment, vessels, offices, workshops, camps, or messing facilities. WORKSITE does not include any lands, waters, or other places used during transportation to and from WORKSITES.

## 2. REQUIREMENTS PERTAINING TO SCOPE

- (a) This CONTRACT is non-exclusive and carries no requirement for COMPANY to place any orders or purchase any minimum quantities. COMPANY may acquire same or similar SCOPE from other suppliers.
- (b) Time is of the essence for the performance of SCOPE.
- (c) Any information supplied by COMPANY is the property of COMPANY and will not be used by CONTRACTOR for any purpose other than for performance of the CONTRACT.

## 3. REQUIREMENTS PERTAINING TO GOODS

- (a) CONTRACTOR guarantees that GOODS supplied in connection with the performance of SCOPE will be: (i) without fault, defect, or deficiency; (ii) new on delivery, unless otherwise specified in the CONTRACT; (iii) fit for use for any purpose specified in the CONTRACT; and (iv) in strict conformance with the CONTRACT and any specification, drawing, or other description supplied by COMPANY to CONTRACTOR and agreed to as part of the CONTRACT.



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- (b) Unless a different period is specified in the SCOPE DESCRIPTION, CONTRACTOR's warranty for GOODS applies to all defects arising within 12 months of COMPANY's ACCEPTANCE of GOODS.
- (c) Following ACCEPTANCE by COMPANY of the GOODS, the warranties set out in this Article are in lieu of all other warranties expressed or implied by statute, common law, custom, usage, or otherwise.
- (d) CONTRACTOR retains risk of loss of and damage to the GOODS until delivery is complete in accordance with the INCOTERMS in any case where INCOTERMS are specified, otherwise when COMPANY takes physical possession of the GOODS.
- (e) Title to the GOODS will pass to COMPANY at the earlier of: (i) risk of loss of and damage to the GOODS passing to COMPANY; or (ii) as COMPANY makes payment for the GOODS.
- (f) CONTRACTOR will pack the GOODS so that they may be transported and unloaded safely. CONTRACTOR represents that, on delivery, the GOODS will have been accurately described, classified, marked, and labelled, in accordance with the CONTRACT, all APPLICABLE LAWS, and STANDARDS OF PRACTICE.

#### 4. REQUIREMENTS PERTAINING TO SERVICES

##### 4.1. SERVICES Warranties

- (a) CONTRACTOR warrants that all SERVICES supplied in connection with the performance of SCOPE will be: (i) performed in accordance with the CONTRACT; (ii) fit for use for any purpose specified in the CONTRACT; and (iii) free from any defect or deficiency.
- (b) Unless a different period is specified in the SCOPE description, CONTRACTOR's warranty for SERVICES applies to all defects arising within 12 months of COMPANY's ACCEPTANCE of the SERVICES.
- (c) Following ACCEPTANCE by COMPANY of the SERVICES, the warranties set out in this Article are in lieu of all other warranties expressed or implied by statute, common law, custom, usage, or otherwise.
- (d) CONTRACTOR will supply SERVICES diligently, efficiently, and carefully, in a good and professional manner, and in accordance with the CONTRACT and all STANDARDS OF PRACTICE. CONTRACTOR will furnish all skills, labour, supervision, equipment, goods, materials, supplies, transport, and storage required for SERVICES.

##### 4.2. CONTRACTOR PERSONNEL in Connection with SERVICES

Where required by COMPANY, CONTRACTOR will perform at its own expense security background checks and obtain entry credentials for CONTRACTOR PERSONNEL on COMPANY GROUP WORKSITES.

#### 5. COMPENSATION, PAYMENT, AND INVOICING

- (a) COMPANY agrees to pay the CONTRACT PRICE to CONTRACTOR in the currency specified in the Schedule of Prices, and at the times and in the manner specified in this Article. The CONTRACT PRICE is all-inclusive except for value added tax or sales tax.
- (b) CONTRACTOR will invoice only after ACCEPTANCE of SCOPE, except as otherwise provided in the CONTRACT.
- (c) COMPANY will pay CONTRACTOR any undisputed amount within the time period specified in the CONTRACT after receipt of a correct and adequately supported invoice. An invoice is considered unsupported when COMPANY cannot reasonably verify the legitimacy or accuracy of the invoice using the information provided by CONTRACTOR or if supporting documentation is missing.
- (d) Payment of an invoice is not: (i) by itself an accord and satisfaction, or otherwise a limitation of the rights of the parties in connection with the matter; or (ii) evidence SCOPE was performed in accordance with the CONTRACT.
- (e) If COMPANY disputes an invoice, COMPANY may withhold payment of any disputed part of an invoice and pay only the undisputed part. COMPANY may, on notice to CONTRACTOR, set off any liabilities between CONTRACTOR and COMPANY arising out of the CONTRACT or any other agreement. Any exercise by COMPANY of its rights under this provision will be without prejudice to any other rights or remedies available to COMPANY.

#### 6. QUALITY ASSURANCE

CONTRACTOR must have quality assurance programs in place adequate to support its performance of SCOPE.

#### 7. ACCESS TO COMPANY SYSTEMS, INFORMATION, OR INFRASTRUCTURE

In the event that performance of SCOPE requires CONTRACTOR or CONTRACTOR PERSONNEL to access COMPANY GROUP's technical information, information technology, or resources (including COMPANY's infrastructure), CONTRACTOR will sign and comply with COMPANY's standard terms and conditions for access and security, unless other terms applicable to the CONTRACT were agreed on by the parties in writing.



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## 8. VARIATIONS

COMPANY may request, or CONTRACTOR may initiate, a VARIATION ASSESSMENT for reasons of emergency, safety, or other reasonable necessity. CONTRACTOR is not entitled to a VARIATION for matters that were included in SCOPE, or matters that CONTRACTOR agreed to perform or take into account in connection with the CONTRACT. COMPANY may reject or accept the VARIATION ASSESSMENT by issuing a VARIATION ORDER.

## 9. INSPECTIONS, TESTING, AND ACCEPTANCE OF SCOPE

(a) To confirm SCOPE complies with the CONTRACT, CONTRACTOR will perform all tests and inspections required by the CONTRACT, APPLICABLE LAWS and, unless otherwise specified in the CONTRACT, STANDARDS OF PRACTICE.

(b) CONTRACTOR will request ACCEPTANCE from COMPANY: i) of GOODS by completion of delivery; or ii) of SERVICES by writing on completion of SCOPE. Other than to start the period for any warranty of limited duration, ACCEPTANCE does not limit or waive any remedies.

## 10. REMEDIAL ACTIONS

If defects in SCOPE are discovered, CONTRACTOR will provide a plan to remedy the defects and will remedy the defects in an expeditious manner. Without prejudice to other remedies it may have, COMPANY may perform or have others perform some or all of the remedial actions, and CONTRACTOR will pay or promptly reimburse COMPANY for all costs CONTRACTOR would have been liable for under the CONTRACT where: (i) emergency situations or other HSSE risks require the immediate performance of remedial actions; (ii) CONTRACTOR presents a plan which does not provide for expeditious completion of warranty work; or (iii) CONTRACTOR does not timely complete the actions according to the agreed schedule. CONTRACTOR's warranties against defects are assignable, and CONTRACTOR will assign to COMPANY all manufacturers' warranties or will pursue for COMPANY or its assignee all warranties that cannot be assigned.

## PART B

### 1. PERFORMANCE

(a) CONTRACTOR will participate in business performance reviews to discuss HSSE performance, CONTRACTOR'S financial condition and other key performance indicators (KPIs).

(b) The frequency of business performance reviews will be established by the SCOPE description or alternatively, by COMPANY'S representative.

### 2. TAXES

#### 2.1 CONTRACTOR TAXES

CONTRACTOR will be responsible for payment of all TAXES, and any interest, fines, or penalties for which CONTRACTOR GROUP is liable for: (a) income, capital gains, and wages; and (b) import or export of CONTRACTOR EQUIPMENT, or the movement of CONTRACTOR PERSONNEL.

#### 2.2 INDIRECT TAXES

CONTRACTOR will add to the invoice as a separate item, and COMPANY will pay in addition to the CONTRACT PRICE, if applicable, any INDIRECT TAXES.

#### 2.3 Withholding

(a) Where required under APPLICABLE LAWS, COMPANY will withhold, or deduct and pay over to relevant authorities, TAXES from amounts payable to CONTRACTOR. CONTRACTOR acknowledges that any sum withheld or deducted will, for the purpose of the CONTRACT, be deemed to have been paid to CONTRACTOR and that the sum is a corresponding discharge of COMPANY's liability to CONTRACTOR under the CONTRACT.

(b) Where COMPANY makes a withholding or deduction, COMPANY will provide CONTRACTOR with credit notes upon receipt from the Federal Inland Revenue Service ("FIRS") or appropriate tax authority.

(c) If CONTRACTOR holds a valid exemption certificate, it will provide copies or further information to substantiate an entitlement to avoid the withholding, which COMPANY may then rely on to apply the exemption.



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### 3. LIENS

CONTRACTOR warrants good and clear title to SCOPE supplied. CONTRACTOR will not permit CONTRACTOR GROUP to place any LIENS or claim any LIENS. CONTRACTOR will immediately notify COMPANY and promptly remove any LINES by CONTRACTOR GROUP.

### 4. SUSPENSION

- (a) COMPANY may suspend the CONTRACT or reduce SCOPE for cause by written notice with immediate effect pending COMPANY's decision on termination where COMPANY concludes it has grounds to terminate the CONTRACT for cause. Where suspending for cause, CONTRACTOR will not be entitled to any VARIATION or other compensation.
- (b) COMPANY may suspend the CONTRACT or reduce SCOPE for convenience at its own discretion with seven days' prior written notice. CONTRACTOR may seek a VARIATION if actions required by suspension impact the schedule or timing of SCOPE.
- (c) COMPANY may at any time withdraw by written notice all or part of a suspension and CONTRACTOR will resume performance.

### 5. TERMINATION

#### 5.1. Termination by COMPANY

- (a) COMPANY may terminate the CONTRACT or reduce SCOPE for cause by written notice with immediate effect if: (i) in connection with the performance of the CONTRACT, CONTRACTOR breaches its own Business Principles, or if it has no equivalent principles, then Shell's Business Principles; (ii) any member of CONTRACTOR GROUP violates ANTI-BRIBERY LAWS, applicable competition laws, TRADE CONTROL LAWS, other APPLICABLE LAWS, or HSSE STANDARDS or causes COMPANY to be in violation of those laws; (iii) any member of CONTRACTOR GROUP becomes a RESTRICTED PARTY; or (iv) CONTRACTOR is subject to an INSOLVENCY EVENT.
- (b) COMPANY may terminate the CONTRACT or reduce SCOPE for cause where COMPANY determines CONTRACTOR materially breached a term or condition of the CONTRACT other than those set out in the preceding paragraph. COMPANY will first provide written notice which may require CONTRACTOR to remedy the breach, or COMPANY may terminate the CONTRACT if COMPANY determines the breach is not capable of timely remedy, or it is not subsequently remedied.
- (c) COMPANY may terminate the CONTRACT or reduce SCOPE for convenience at its own discretion with 30 days' prior written notice.

#### 5.2. Termination by CONTRACTOR

- (a) CONTRACTOR may terminate the CONTRACT with prior written notice of at least 30 days when: (i) COMPANY fails to pay an undisputed amount to CONTRACTOR that is properly presented, due, and payable for more than 60 days; and (ii) COMPANY fails to cure or provide proper grounds for non-payment during the notice period.
- (b) CONTRACTOR'S termination rights do not apply to non-payment in the case of COMPANY'S valid exercise of set off rights.

#### 5.3. CONTRACTOR Obligations on Termination

On any termination, CONTRACTOR will promptly cease performance, give access to SCOPE in progress, avoid unreasonable interference with others, and take reasonable steps to allow COMPANY to complete SCOPE, including turning over all documentation for SCOPE and SOFTWARE which was to be supplied in connection with the CONTRACT.

#### 5.4. Compensation in the Event of Termination

- (a) On any termination, COMPANY will determine and pay (subject to valid set offs) the amounts owed to CONTRACTOR for SCOPE properly performed prior to termination.
- (b) If COMPANY terminates the CONTRACT "for convenience" or CONTRACTOR validly terminates for non-payment, COMPANY will also pay reasonable, unavoidable, and auditable demobilisation costs that COMPANY has specifically agreed elsewhere in the CONTRACT to pay on termination for convenience by COMPANY.

#### 5.5. Exclusive Reasons for Termination

The parties waive any right to terminate, rescind, or otherwise end the CONTRACT, on grounds other than those set out in the CONTRACT.

### 6. LIQUIDATED DAMAGES

Any LIQUIDATED DAMAGES set out in the CONTRACT are genuine pre-estimates of the losses that may be sustained by failure of performance. COMPANY may claim demonstrated general damages in any case where LIQUIDATED DAMAGES are unenforceable.



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## 7. LIABILITIES AND INDEMNITIES

- (a) Liability for loss of and damage to property and for personal injury, death, or disease to any PERSON, arising in connection with the CONTRACT, will be determined in accordance with APPLICABLE LAW.
- (b) Neither party will be liable to the other for that other party's own CONSEQUENTIAL LOSS, REGARDLESS OF NEGLIGENCE OR OTHER FAULT.
- (c) Neither party excludes or limits its LIABILITIES to the extent they may not be excluded under APPLICABLE LAW.

## 8. INSURANCE

Prior to commencement of performance, CONTRACTOR will arrange any insurance required by APPLICABLE LAW, and maintain that insurance in effect throughout the duration of the CONTRACT. Satisfaction of the obligation to procure insurance and perform other actions in connection with this Article will not relieve CONTRACTOR of any other obligations or LIABILITIES.

## 9. COMPLIANCE WITH APPLICABLE LAWS, BUSINESS PRINCIPLES, AND HSSE STANDARDS

### 9.1. APPLICABLE LAWS

CONTRACTOR will comply with APPLICABLE LAWS in the performance of the CONTRACT and will notify COMPANY of any material breaches.

### 9.2. Business Principles

- (a) CONTRACTOR acknowledges that it has actual knowledge of: (i) the Shell General Business Principles, at [www.shell.com/sgbp](http://www.shell.com/sgbp), and Shell's Supplier Principles, at [www.shell.com/suppliers](http://www.shell.com/suppliers); (ii) Shell's Code of Conduct, at [http://www.shell.com/home/content/aboutshell/who\\_we\\_are/our\\_values/code\\_of\\_conduct/](http://www.shell.com/home/content/aboutshell/who_we_are/our_values/code_of_conduct/); and (iii) Shell's Global Helpline, at [http://www.shell.com/home/content/aboutshell/who\\_we\\_are/our\\_values/compliance\\_helpline/](http://www.shell.com/home/content/aboutshell/who_we_are/our_values/compliance_helpline/).
- (b) CONTRACTOR agrees that it and each member of CONTRACTOR GROUP will adhere to and notify of violations of the principles contained in the Shell General Business Principles and Shell Supplier Principles (or where CONTRACTOR has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of COMPANY, in connection with this CONTRACT and related matters.
- (c) If CONTRACTOR GROUP supplies staff that work on behalf of COMPANY or represent COMPANY, CONTRACTOR commits that the staff will behave in a manner that is consistent with the Shell Code of Conduct.

### 9.3. Anti-Bribery and Corruption

- (a) CONTRACTOR represents that, in connection with this CONTRACT and related matters: (i) it is knowledgeable about ANTI-BRIBERY LAWS applicable to the performance of the CONTRACT, including the Corrupt Practices and Other Related Offences Act, Laws of the Federation of Nigeria 2004; Criminal Code Act Cap. 38, Laws of the Federation of Nigeria 2004; the Penal Code (Northern States) Federal Provisions Act Cap.P3, Laws of the Federation of Nigeria, 2004; the Economic and Financial Crimes Commission (Establishment) Act Cap. E.1, Laws of the Federation of Nigeria, 2004, (all as amended from time to time), and will comply with all such laws; (ii) CONTRACTOR GROUP has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other PERSON, to or for the use or benefit of any GOVERNMENT OFFICIAL or any other PERSON where that payment, gift, promise, or other advantage would:
  - (a) comprise a facilitation payment; or (B) violate the relevant ANTI-BRIBERY LAWS.
- (b) CONTRACTOR will immediately notify COMPANY if CONTRACTOR receives or becomes aware of any request from a GOVERNMENT OFFICIAL or any other PERSON that is prohibited by the preceding paragraph.
- (c) CONTRACTOR will maintain adequate internal controls and procedures to ensure compliance with ANTI-BRIBERY LAWS, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its BOOKS AND RECORDS.
- (d) COMPANY will have the right to confirm compliance with ANTI-BRIBERY LAWS and record keeping by audit. CONTRACTOR will keep BOOKS AND RECORDS available for audit for a period as directed by COMPANY for at least as long as the period for retention of records for financial and performance audit.
- (e) CONTRACTOR will INDEMNIFY COMPANY GROUP for any LIABILITIES arising out of CONTRACTOR's breach of ANTI-BRIBERY LAWS or any related undertakings under this Article.



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#### 9.4. Export and Trade Controls

- (a) CONTRACTOR will comply with, all applicable TRADE CONTROL LAWS and will provide COMPANY with necessary data to comply with TRADE CONTROL LAWS.
- (b) CONTRACTOR will ensure that, except with the prior written consent of COMPANY: (i) COMPANY PROVIDED ITEMS are not exported, provided, or made available to any RESTRICTED JURISDICTION or RESTRICTED PARTIES; (ii) CONTRACTOR PERSONNEL with access to COMPANY GROUP's technical information, information technology resources (including COMPANY GROUP's infrastructure), or COMPANY GROUP WORKSITES, are not RESTRICTED PARTIES or nationals of a RESTRICTED JURISDICTION; and (iii) CONTRACTOR will not utilise SUBCONTRACTORS that are RESTRICTED PARTIES.

#### 9.5. PERSONAL DATA Protection

- (a) CONTRACTOR will implement all appropriate security measures to protect PERSONAL DATA against accidental, unlawful, or unauthorised (i) destruction, (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access). CONTRACTOR will protect PERSONAL DATA against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of SCOPE.
- (b) CONTRACTOR is not authorized to and will not process COMPANY GROUP PERSONAL DATA, whether or not included in the SCOPE description, unless CONTRACTOR has first entered into a data privacy agreement as instructed by COMPANY.

#### 9.6. Health, Safety, Security, and Environment (#HSSE")

In performing SCOPE at COMPANY GROUP WORKSITES, CONTRACTOR will at all times: (i) pursue Shell's HSSE principle of Goal Zero; (ii) comply with Shell's #Life Saving Rules", at <http://www.shell.com/global/environment-society/safety/culture.html>; and (iii) comply with other applicable HSSE STANDARDS.

#### 9.7 Local Content and Opportunity

- (a) CONTRACTOR will abide by and comply, and cause its SUBCONTRACTORS to comply, with all APPLICABLE LAWS on Nigerian content, which is defined in the Nigerian Oil & Gas Industry Content Development Act to mean #the quantum of composite value added to or created in the Nigerian economy by a systematic development of capacity and capabilities through the deliberate utilisation of Nigerian human, material resources, and services in the Nigerian oil and gas industry". CONTRACTOR will also maximise Nigerian Content in performance of SCOPE.
- (b) CONTRACTOR will promote the sustainable development of Nigerian businesses as suppliers and service providers, establish training programs when specified by COMPANY, as well as utilise, as much as possible, goods and services procured from Nigerian markets.
- (c) Any contravention of the Nigerian Oil and Gas Industry Content Development Act or failure by CONTRACTOR to comply with its Nigerian content obligations as outlined in the CONTRACT, will entitle COMPANY to terminate the CONTRACT. CONTRACTOR will include the provisions of this Article in all its SUBCONTRACTS.

#### 10. CONFIDENTIAL INFORMATION

- (a) CONTRACTOR will not disclose or permit a disclosure to a third party of COMPANY GROUP's CONFIDENTIAL INFORMATION without the prior written consent of COMPANY and will use COMPANY GROUP's CONFIDENTIAL INFORMATION only in connection with performance of the CONTRACT.
- (b) Information that CONTRACTOR can prove at disclosure is public knowledge, in the possession of CONTRACTOR without binder of secrecy, or developed independently of COMPANY's CONFIDENTIAL INFORMATION is not CONFIDENTIAL INFORMATION. Restrictions on disclosure of COMPANY's CONFIDENTIAL INFORMATION will cease if CONTRACTOR can prove that the information had become part of the public knowledge through no fault of CONTRACTOR GROUP or is subsequently disclosed to CONTRACTOR without an obligation of confidentiality by a third party who has the legal right to do so.
- (c) On COMPANY's request, CONTRACTOR will return promptly any CONFIDENTIAL INFORMATION and delete it from electronic storage, and delete or destroy all extracts or analyses that reflect any CONFIDENTIAL INFORMATION.
- (d) Except where the obligation is expressly stated elsewhere in the CONTRACT or through a separate agreement, COMPANY GROUP will not have an obligation of non-disclosure or non-use regarding information provided by CONTRACTOR or any other member of CONTRACTOR GROUP.
- (e) CONTRACTOR must obtain written approval from COMPANY before proceeding with any external communications in connection with the CONTRACT, disclosure of business relationships, or use of COMPANY's trademarks.





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#### 11. INTELLECTUAL PROPERTY

- (a) Except for IP RIGHTS vested in CONTRACTOR as provided below, all ownership rights, title, and interest in and to SCOPE and WORK PRODUCT will vest in COMPANY. This CONTRACT does not grant CONTRACTOR GROUP any rights, title, or interest in or to COMPANY GROUP's IP RIGHTS, other than those set out in the CONTRACT. IP RIGHTS created by modifications, amendments, enhancements, or improvements (including tailor-made to the specifications of COMPANY) to COMPANY GROUP's IP RIGHTS, or made using COMPANY GROUP's CONFIDENTIAL INFORMATION, will vest with COMPANY or its nominee when created.
- (b) CONTRACTOR, warranting that it is entitled to do so, grants to COMPANY GROUP the irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and licence, with the right to grant sub-licences, to possess, and use any of CONTRACTOR's IP RIGHTS embodied in SCOPE, including the right to import, export, operate, sell, maintain, modify and repair SCOPE. CONTRACTOR warrants that any possession or use of SCOPE as delivered by CONTRACTOR or of CONTRACTOR's IP RIGHTS will not infringe the IP RIGHTS of any third party.
- (c) COMPANY's ownership rights in SCOPE under this article will not extend to CONTRACTOR's IP RIGHTS that: (i) pre-existed performance under the CONTRACT; (ii) are developed independently from performance of the CONTRACT; or (iii) are used by CONTRACTOR in connection with or to perform the CONTRACT, but are not based on or arising out of COMPANY GROUP's IP RIGHTS or CONFIDENTIAL INFORMATION.
- (d) CONTRACTOR will INDEMNIFY COMPANY GROUP, assignees, transferees, and sublicensees permitted by this CONTRACT for any LIABILITIES resulting from any claim that the possession or use of any SCOPE or WORK PRODUCT infringes or misappropriates the IP RIGHTS of any third party.

#### 12. FINANCIAL AND PERFORMANCE AUDIT

- (a) COMPANY will have the right to audit: (i) invoiced charges and proper invoicing; (ii) other BOOKS AND RECORDS; and (iii) the performance of any other of CONTRACTOR's obligations under the CONTRACT, where capable of being verified by audit.
- (b) Based on the findings of the audit the parties will settle any amounts charged incorrectly within 45 days of any audit finding; and CONTRACTOR will provide or re-perform any SCOPE where the requirement to do so is identified by any audit within 45 days of any audit finding.
- (c) CONTRACTOR will keep BOOKS AND RECORDS available for audit for the longer of the following periods: (i) five years following termination of the CONTRACT or any longer period as required by APPLICABLE LAWS; or (ii) two years after the period expires on any obligation of CONTRACTOR to perform or re-perform any SCOPE.
- (d) If a longer period is specified in the CONTRACT for retention of relevant records for compliance with ANTI-BRIBERY LAWS, CONTRACTOR will comply with that requirement.

#### 13. RELATIONSHIP OF THE PARTIES

- (a) CONTRACTOR is an independent contractor in all aspects of performance under the CONTRACT. CONTRACTOR is responsible for the method and manner of performance to achieve the results required by the CONTRACT.
- (b) Neither the CONTRACT nor its performance creates a partnership or joint venture. No party is appointed as agent of the other. The CONTRACT does not permit CONTRACTOR to make any commitment on behalf of COMPANY GROUP.
- (c) CONTRACTOR and CONTRACTOR PERSONNEL are not to be considered employees of any member of COMPANY GROUP and are not eligible to participate in any of COMPANY GROUP's employee benefit plans. CONTRACTOR will indemnify COMPANY GROUP for any LIABILITIES related to claims for private or governmental benefits by CONTRACTOR or CONTRACTOR PERSONNEL.

#### 14. CONTRACTOR PERSONNEL AND SUBCONTRACTING

- (a) CONTRACTOR is responsible for any SCOPE performed by and all activities, omissions, and defaults of any SUBCONTRACTOR and all CONTRACTOR PERSONNEL as if they were the activities, omissions, or defaults of CONTRACTOR.
- (b) CONTRACTOR may not subcontract any part of its obligations under the CONTRACT except as agreed in writing by COMPANY.
- (c) CONTRACTOR will ensure that SUBCONTRACTS are in all material respects consistent with the terms and conditions of the CONTRACT.

#### 15. ASSIGNMENT

An assignment or novation by a party of all or part of the CONTRACT requires the written consent of the other party, except that COMPANY may assign and novate all or part of the CONTRACT to an AFFILIATE without the consent of CONTRACTOR by giving written notice to CONTRACTOR.



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#### 16. FORCE MAJEURE

- (a) COMPANY and CONTRACTOR are each excused from performance of the affected part of an obligation of the CONTRACT while performance is prevented by a FORCE MAJEURE EVENT unless the event was contributed to by the fault of the party or was due to circumstances that could have been avoided or mitigated by the exercise of reasonable diligence.
- (b) Only the following are FORCE MAJEURE EVENTS: (i) riots, wars, blockades, or threats or acts of sabotage or terrorism; (ii) earthquakes, floods, fires, named hurricanes or cyclones, tidal waves, tornadoes, or other natural physical disasters; (iii) radioactive contamination, epidemics, maritime or aviation disasters; (iv) strikes or labour disputes at a national or regional level or involving labour not forming part of CONTRACTOR GROUP or COMPANY GROUP, which materially impair the ability of the party claiming force majeure to perform the CONTRACT; (v) government sanctions, embargoes, mandates, or laws, that prevent performance; (vi) inability of a party to timely obtain licences, permits, or governmental consents required for performance; or (vii) non-performance of a party's SUBCONTRACTOR where the SUBCONTRACTOR has been or is affected by one of the above FORCE MAJEURE EVENTS. However, performance will only be excused under this sub-paragraph if the parties to the CONTRACT agree that substitute performance by another SUBCONTRACTOR is impracticable under the circumstances.
- (c) A party whose performance is delayed or prevented will use reasonable endeavours to notify the other party and mitigate the effects of any FORCE MAJEURE.
- (d) COMPANY may terminate the CONTRACT if any FORCE MAJEURE EVENT results in a delay that exceeds 90 consecutive or 180 cumulative days.

#### 17. NOTICES

All notices or other communications under the CONTRACT must be in English and in writing, and: (i) delivered by hand; (ii) sent by prepaid courier; (iii) sent by registered post; or (iv) sent by email with confirmation receipt requested. Notices and communications are effective when actually delivered at the address specified in the CONTRACT.

#### 18. GOVERNING LAW, DISPUTE RESOLUTION AND REMEDIES

##### 18.1. Governing Law

This CONTRACT, and any dispute or claim arising out of or in connection with this CONTRACT or its subject matter or formation, including any non-contractual disputes or claims, will be exclusively governed by and construed in accordance with the laws of the Federal Republic of Nigeria, excluding conflict of law rules and choice of law principles that provide otherwise. The United Nations Convention on the International Sale of Goods will not apply to this CONTRACT.

##### 18.2. Dispute Resolution

- (a) Any dispute or claim arising out of or in connection with the CONTRACT or its subject matter or formation, whether in tort, contract, under statute, or otherwise, including any question regarding its existence, validity, interpretation, breach, or termination, and including any non-contractual claim, will be finally and exclusively resolved by arbitration under the Arbitration and Conciliation Act, Cap. A18, Laws of the Federation of Nigeria, 2004 (the ACT), and any amendments to the ACT.
- (b) The arbitral tribunal, to be appointed in accordance with the arbitration rules, will consist of one arbitrator. However, if either party asserts the amount in controversy exceeds USD \$5 million, then the tribunal will consist of three arbitrators.
- (c) The seat of the arbitration will be Lagos, Nigeria.
- (d) The language of the arbitration will be English.
- (e) Nothing in this Article will be construed as preventing any party from seeking conservatory or similar interim relief from any court with competent jurisdiction. Any award rendered by the arbitral tribunal will be made in writing and will be final and binding on the parties. The parties will carry out the award without delay. Judgment upon any award or order may be entered in any court having jurisdiction. All aspects of the arbitration will be considered confidential.

##### 18.3. Specific Performance

COMPANY is entitled to specific performance of the CONTRACT.

#### 19. ADDITIONAL LEGAL PROVISIONS

- (a) The parties retain their rights and remedies under APPLICABLE LAWS, subject to any provisions in the CONTRACT that provide





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otherwise.

- (b) A provision of the CONTRACT is not waived unless made in writing by an authorised representative of the waiving party.
- (c) Provisions that state that they survive or by their nature are intended to survive completion of performance or termination of the CONTRACT do so, along with all remedies attached to them.
- (d) Amendments to the CONTRACT must be made in writing and signed by the parties' authorised representatives in order to be binding.
- (e) Members of CONTRACTOR GROUP or COMPANY GROUP not a party to the CONTRACT, but conferred rights in it are entitled to enforce those rights, but are not required to consent to amend or terminate those rights.
- (f) The CONTRACT sets forth the entire agreement between the parties concerning its subject matter and supersedes any other agreements or statements pertaining to the same subject matter, except those agreements or statements expressly referenced in the CONTRACT as included. Any confidentiality agreement pertaining to the subject matter will remain in effect according to its terms, unless the CONTRACT provides that it is terminated or replaced.

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For The Shell Petroleum Dev.Company of Nigeria Ltd

(hereinafter called SHELL)