

Tenaris Connections Ltd.  
Oficinas Centrales  
112 Bonadie Street  
(KINGSTOWN) St. Vincent & the Grenadines

San Vicente  
Tel: 001-784-457-1145  
Fax: 001-784-457-1961

## Pedido Puntual de Servicios

3500188859

Fecha Documento: :  
Fecha Ultima Modif. : 13.06.2014  
Importe : USD 11.453,47  
Cod Proveedor : 110288  
Fax : 01149119318  
Condición Pago : Pago a 30 días de recibidos los documentos  
Incoterm :  
Transporte :

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ROLLER SERVICE S.A.  
AV. CASEROS 3217/19  
(1263) CAPITAL FEDERAL  
Capital Federal  
Argentina

Atención :  
Teléfono : 01149121100  
Fax : 01149119318  
Ref. Mov. :  
e-mail : rollerservice@hotmail.com

Area de compras interna: Kate Schmoyer  
Teléfono : 7136703512  
Fax : 713 2124533  
e-mail : kschmoyer@tenaris.com

De acuerdo a las condiciones indicadas arriba, al reverso y a continuación, encargamos de ustedes lo siguiente:

Lugar de entrega :  
Posiciones 00001 - 00001  
Tenaris Connections Ltd.  
112 Bonadie Street  
(KINGSTOWN) St. Vincent & the Grenadines  
San Vicente  
Tel: 001-784-457-1145  
Fax: 001-784-457-1961

Item N° Posición	Material Delivery Date	UM	Quantity	Unit Price	Material Anterior Price
00001					
TSH Blue /K					
			1,00	11.453,47	1 Servicio 11.453,47
La posición contiene los siguientes servicios:					
Número de servicio	Texto corto	UM	Cantidad	Precio unitario	Precio
1000042618	Other Services	SRV	1,00	1.650,00	1,00 1.650,00
1.650,00					
TSH Blue/K 10 3/4" Pin External Seal and Thread Standard TSH-GD-74.0001 Pos 1					
1000042618	Other Services	SRV	1,00	2.750,00	1,00 2.750,00
2.750,00					
TSH Blue/K 10 3/4" Box Internal Seal and Thread Standard TSH-GD-74.0002 Pos 1					
1000042618	Other Services	SRV	1,00	1.480,00	1,00 1.480,00
1.480,00					
TSH Blue/K 10 3/4" Pin Internal Seal Standard TSH-GD-74.0003 Pos 1					
1000042618	Other Services	SRV	1,00	2.480,00	1,00 2.480,00
2.480,00					
TSH Blue/K 10 3/4" Box External Seal Standard TSH-GD-74.0004 Pos 1					
1000042618	Other Services	SRV	2,00	250,00	2,00 250,00
500,00					
Lead Setting Standard Pin/Box TSH-GD-00.0016 Pos 3					
1000042618	Other Services	SRV	1,00	680,00	1,00 680,00
680,00					



## Internal Taper Gage for Seal Box TSH-GD-00.0017 Pos 8

1000042618	Other Services	SRV	1,00	105,00	1,00	105,00
105,00						

## Thread Height Setting Standard Pin TSH-GD-00.0025 Pos 3

1000042618	Other Services	SRV	1,00	105,00	1,00	105,00
105,00						

## Thread Height Setting Standard Box TSH-GD-00.0025 Pos 5

1000042618	Other Services	SRV	1,00	60,00	1,00	60,00
60,00						

## MRP Stack Box TSH-GD-00.0027 Pos 9

1000042618	Other Services	SRV	1,00	1.643,47	1,00	1.643,47
1.643,47						

## Export Charges

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Total general 11.453,47 USD

## OTHER TERMS

Please bear in mind that by accepting this Order you are hereby accepting to observe the integrity and transparency guidelines reflected in the Code of Conduct of Tenaris (such document is available at [www.tenaris.com/en/AboutUs/files/COC-En.pdf](http://www.tenaris.com/en/AboutUs/files/COC-En.pdf))

## SECTION I - SPECIAL TERMS -

This Order shall become effective and both Client and Supplier shall be bound by the Special Terms and the General Terms, upon acceptance of its terms in any one of the following ways: (i) receipt by Client of a faxed copy of the Order signed by an authorized representative of Supplier within ten (10) business days from the date of receipt of the Order, which receipt is confirmed by an authorized representative of Client in writing transmitted by fax or otherwise, (ii) receipt by Client of an original of the Order signed by an authorized representative of Supplier within ten (10) business days from the date of receipt of the Order. In the event that Supplier returns only a signed copy of the Special Terms of this Order, the agreement among the Parties shall nonetheless be also considered governed by the provisions of the General Terms of the Order, (iii) in the absence of (i) and (ii) above, failure by Client to reject Products or Services supplied within fifteen (15) business days from receipt of the Order, when such Products have been delivered or Services have been supplied prior to receipt of the Order, or (iv) any conduct by Supplier that may reasonably be construed as an acceptance including, without limitation, any activity implying partial or total performance of the Agreement.

In the event that Supplier has submitted a prior quotation to Client in relation to Products or Services, this Order shall be considered an acceptance to such quotation limited to the express terms and conditions contained herein and Supplier shall not be allowed to reject delivery of Products or performance of Services at the price and rates offered in the quotation for such Products or Services.

Client shall not be bound by the terms and conditions (including general terms and conditions) issued by Supplier, regardless of whether (i) such terms and conditions are ordinarily used in Supplier's course of dealing; (ii) such terms have been proposed prior to or after the date of issuance or receipt of this Order; or (iii) any of such terms and conditions are standard or similar to the terms of this Order. Any additional or differing terms contained in or delivered with the acceptance of Supplier, shall not apply to this Order (including the Special Terms and the General Terms), unless incorporated herein by a typed or hand written addition hereto expressly accepted by an authorized representative of Client or by a document signed by an authorized representative of Client making reference to such additional or differing terms.

Future additional purchase orders between Client and Supplier that do not have attached the General Terms shall also be governed by General Terms unless expressly excluded or replaced by other terms and conditions.



## SECTION II # GENERAL TERMS

### 1. Definitions

For the purpose hereof:

**#Affiliates#** means, of any specified person, any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For the purposes of this definition, **#control#** when used with respect to any specified person means the power to direct the management and policies of such person directly or indirectly, through the ownership of voting securities or the right to elect the majority of the members of the board of directors of such person; and the terms **#controlling#** and **#controlled#** have meanings correlative to the foregoing.

**#Agreement#** means the Order, upon express or implied acceptance by Supplier.

**#Background IP Rights#** means any IP Rights owned by or licensed to Supplier prior to the Agreement.

**#Client#** means the person or company named in the Order as purchaser of Products or Services, including its Affiliates, permitted successors and assigns.

**#Client's Property#** means all supplies, materials, facilities, tools, jigs, dies, fixtures, patterns, equipment and any other good furnished to Supplier by Client to perform the Agreement.

**#Code of Conduct#** means the code of conduct issued by Tenaris S.A. which (i) incorporates guidelines and standards of integrity and transparency applicable to all its employees and directors and (ii) establishes the ethical principles that form the basis for relations between Client, its employees and third parties.

**#Confidential Information#** means all proprietary information, IP Rights, drawings, specifications, technical data and any other documents, materials, whether written or oral, furnished by or on behalf of Client relating to or concerning Products or Services performed under the scope of the Agreement or related to commercial or industrial information of the Parties.

**#General Terms#** means this Section II # General Terms.

**#Hazardous Materials#** means any substance or material which is contemplated in the United Nations Recommendations on the Transport of Dangerous Goods Model Regulations, as well as any substance or material catalogued as dangerous or hazardous by the applicable legislation of Supplier and Client's country.

**#Incoterms 2000#** means the ICC official rules for the interpretation of trade terms published in 2000.

**#IP Rights#** means all rights over inventions (patents), utility models, copyright and related rights, trademarks, service marks, trade names, domain names, industrial designs, computer software, databases, integrated circuit topographies, confidential information, know-how, trade and industrial secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, continuations, substitutions, revalidations, reissues or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**#Material Safety Data Sheet#** means a written form containing: (i) a detailed description of the hazards and properties of a particular substance (including, but not limited to, physical and chemical properties); (ii) procedures for handling and storage of such substance; and (iii) any other information that may be required by the applicable laws and regulations.

**#NORM#** means naturally occurring radioactive material.

**#Order#** means the order form issued by Client to Supplier containing the Special Terms and the General Terms.

**#Parties#** means, collectively, Client and Supplier.

**#Products#** means the products to be provided by Supplier in accordance with the Agreement.

**#Rules#** means the rules of arbitration of the International Chamber of Commerce. **#Scope of Services#** means the scope of Services as described in the Order or, if no scope of Services is set forth, that which was last provided by Supplier in similar circumstances, or if no service was ever provided by Supplier, that which is described by Supplier in its business literature.

**#Services#** means the services described in the Order to be provided by Supplier in accordance with the Agreement.

**#Special Terms#** means the Section I # Special Terms.

**#Specifications#** means the specifications of Products as described in the Order or, if no specifications are set forth, those that are described by Supplier in its business literature.

**#Supplier#** means the person or company named in the Order as supplier of Products or Services, including its approved subcontractors, sub-suppliers, Affiliates, successors or assigns.

### 2. Entire Agreement

The General Terms and the Special Terms constitute indivisible parts of the Order.

The Agreement represents the entire agreement of the Parties in relation to the supply of Products and Services described in the Special Terms and supersedes all prior agreements with respect thereto.

Terms agreed in the Special Terms shall prevail in case of conflict or inconsistency with the General Terms.

### 3. Applicability

The General Terms shall apply to all purchase of Products and Services agreed with Supplier, unless expressly provided otherwise in writing.

### 4. Business Integrity and Transparency - Conflict of Interest

Client is subject to the business integrity and transparency standards and guidelines set forth in the Code of Conduct (which is available at [www.tenaris.com/en/AboutUs/files/COC-En.pdf](http://www.tenaris.com/en/AboutUs/files/COC-En.pdf)). Supplier shall inform its employees of the standards and guidelines set forth in the applicable Code of Conduct and shall take all necessary steps to ensure that they meet the standards and guidelines expected, in particular those dealing with business integrity and transparency. Supplier acknowledges that it has carefully read, understood and fully agrees with the Code of Conduct and undertakes to inform its employees the standards and guidelines of the Code of Conduct and to take all necessary steps to ensure that they meet such standards and guidelines.



The mere acceptance of the Order implies that Supplier: (i) has carefully read, understood and fully agree with the applicable Code of Conduct and (ii) undertake to inform its employees the standards and guidelines of the applicable Code of Conduct and to take all necessary steps to ensure that they meet such standards and guidelines.

In case Supplier detects any possible irregularity, or any possible violation of the applicable Code of Conduct, it may use the confidential means set forth in such Code of Conduct to report the irregularity or violation to Client's Internal Audit Department, by accessing to [www.compliance-line.com](http://www.compliance-line.com), or by calling the toll free number of Supplier's country.

In case Supplier's directors, managers, employees, dependents or partners maintain a personal or kinship relationship or interest with a director, manager, employee, dependent or partner of Client, Supplier must notify in writing Client's representatives of this fact prior to accepting the Order. In case Client becomes aware of Supplier's failure to comply with this obligation, Client may proceed to terminate the Order unilaterally without Supplier being entitled to claim any compensation for costs or damages whatsoever.

## 5. Product Specifications and Scope of Services

Any Product or Service specification required in the Special Terms but not shown on any drawings made part thereof or shown on such drawings but not mentioned in the appropriate section of the Special Terms shall be of like effect as if shown or mentioned in both. All Products delivered by Supplier shall comply in full with the Specifications and all Services provided by Supplier shall comply in full with the Scope of Services. In case of lack of specification, Supplier shall provide Products or Services, as applicable, that are technologically modern and that meet the highest professional standards and the highest merchantable quality.

## 6. Reliance

Client may rely on any information relating to the Products and Services and their use, such as weights, dimensions, capacities, prices, colors and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, and price-lists of Supplier, provided, however that, in case of inconsistency between such information and the terms of the Agreement, the terms of the Agreement shall prevail.

## 7. Packing and Marking

Packing (or containerizing, if applicable) shall be made as provided in the Special Terms or, in the absence of any specific instructions in this regard, Supplier shall ensure that the packing and marking complies with the best international standards and are adequate to withstand all hazards during shipment and storage. Product packing shall be suitable for mode of transport used to deliver the Products to the point of destination and of a fashion that will ensure that Products are fit for purpose upon receipt by Client. Any loss, destruction or damage resulting from insufficient or defective packaging or marking shall be borne by Supplier. Supplier shall instruct the carrier and the shipping company to maintain Products sheltered and under deck, during the whole trip. This instruction shall be indicated by placing clear signs on each package.

In case Products require a special handling, loading or unloading, the corresponding instructions shall appear in the packing list, as well as in the bill of lading or transportation document. Supplier shall supply this information prior to the delivery of Products. Should Products suffer any damage whatsoever due to the non-compliance of this obligation, Supplier shall bear all costs (including but not limited to import duties and the costs that must be incurred for the delivery of the repaired or substitute Products to Client). Unless specifically agreed otherwise in the Special Terms, packing cases and containers shall be deemed non-returnable.

Client has the right, in its sole discretion, to place such signs, trademarks or names on the Products as Client deems convenient. Supplier shall, if requested by Client, prior to delivery of the Products, mark the Products and any documentation or materials related therewith, as per the procedures and instructions provided by Client.

## 8. Hazardous Materials

Supplier shall supply to Client Material Safety Data Sheets or other requested documents concerning any Hazardous Materials. Supplier shall comply with all local laws and regulations regarding packaging, marking, and shipment of Hazardous Materials applicable in the country of origin, country of destination and the country that the Products shall transit through.

Hazardous Materials shall be suitably packaged, packed separately from all other materials and shall not be encased inside other containers. All packages shall be marked and labeled with markings and labels as stipulated by road transportation, air-freight IATA and sea-freight IMDG Codes and regulations in accordance with government and agency requirements.

Supplier shall follow the United Nations Recommendations on the Transport of Dangerous Goods Model Regulations and comply with regulations and codes as defined by the International Maritime Organization (IMO), together with local government and regulatory agencies within the country of origin, country of destination or country that the Products shall transit through. Supplier in complying with all local regulations and codes shall ensure required documentation duly completed with the correct information is promptly provided to the appropriate local regulatory authority.

Supplier shall defend, indemnify and hold harmless Client, customers and users of Products and Services from and against all claims, losses, damages, costs and liabilities associated with, related to, or arising out of, any actual or alleged infringement, or any failure to comply with any obligations arising from any local or international laws and regulations regarding manufacture, handling, packaging, marking, and shipment of Hazardous Materials.

## 9. Warranty - Quality

Supplier warrants that all Products supplied under the Agreement will (i) conform to the Specifications, (ii) be fit for the purpose intended, (iii) comply with the performance requirements set forth in the Agreement, (iv) be free from defects in material and workmanship, and (v) be new and not used or refurbished.

Whenever Client so requests in the Specifications, Supplier shall be required to issue and deliver a formal quality certificate covering each Product or lot of Products. Failure to request any such certificate shall not relieve Supplier from the strict compliance of the quality obligations arising from the Agreement.

In addition, Supplier warrants that all Services shall be performed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and in accordance with generally recognized commercial practices and standards in the industry for similar services. Supplier further warrants that Services shall be free from defects and deficiencies and completed in accordance with applicable Scope of Services and shall be correct and appropriate for the purposes contemplated in the Agreement.

Except when otherwise expressly provided in the Agreement, Supplier's warranty shall be in effect for a period of two (2) years from receipt of Products by Client or performance of Services by Supplier, provided that if a Product or part of the Product is substituted or repaired, or if a Service is rectified or re-performed, a new two (2) years warranty period for that Product or part of the Product or Service, as applicable, shall commence on the date such Product or part of the Product is substituted or repaired or such Service is rectified or re-performed.

Supplier further warrants good title to all Products to be delivered hereunder and that Products will be free of any security interest and any right, claim, lien, encumbrance, charge and liability (including but not limited to seizure, attachment execution, levy, lien of attachment, judgment lien, garnishment proceeding, or trustee process). This warranty shall be in force for one (1) year from the date Client becomes aware of an event disturbing or affecting Client's title to the Products and shall remain in force in relation to any claim made by Client within such period until Supplier discharges in full its obligations under this warranty.

Receipt of Products by Client, completion of Services by Supplier and payment will not be construed as acceptance by Client of the conformity of Products with the Specifications or the conformity of Services with the Scope of Services.

These warranty obligations shall run to Client, customers and users of Products and Services.

Supplier shall ensure that all warranties provided by subcontractors and manufacturers be in accordance with the warranties set forth herein. Supplier shall assign to Client any warranty obtained from manufacturers, subcontractors or any third party. If any warranty cannot be directly assigned to Client's benefit, Supplier shall make its best efforts to make that warranty available to Client's benefit. Notwithstanding the foregoing, Supplier shall be responsible for all acts or omissions of any subcontractor as if they were acts or omissions of Supplier.

## 10. Inspection, Certification and Quality Assurance Requirements

In addition to the test and inspection obligations of Supplier set forth in the Special Terms, Client shall be entitled to inspect Products and Services at any of Supplier's or its subcontractors' or sub-suppliers' facilities at all times, including without limitation, during the manufacturing or performance process and before shipment. For such purpose, Supplier agrees to allow Client's representatives access to the above-mentioned premises at all reasonable times, with the purpose of inspecting Supplier's manufacturing of Products or



performance of Services, including, without limitation, access to any premises where the Products may be stocked in order to enable Client to ascertain whether any Products are stocked in such place and to inspect, count and recover them, at Client's sole expense. Supplier shall also provide all reasonable information requested by Client from time to time. Client reserves the right to appoint permanent representatives on Supplier's premises if Client considers it convenient for a good coordination of activities. If, after inspection or testing of Products and Services or of any part or component thereof, Client reasonably determines that Products and Services are found to be unsatisfactory because of loss, destruction or damage, defective material, inferior quality or workmanship or for any other non-conformity with any requirement of the Agreement, Client shall, in addition to any other rights or remedies it may have in that regard, be entitled to refuse to accept delivery of Products and supply of Services or to return to Supplier such non-conforming Products, and all amounts therefore paid by Client to Supplier on account of the price or rates thereof, together with any cost incurred by Client in respect of the return of Products, shall be repaid by Supplier to Client, and Supplier shall not thereafter deliver to Client any other Products to replace such unsatisfactory or rejected Products or perform any other Services to rectify such unsatisfactory or rejected Services, unless Client shall order in writing such Products to be replaced or such Services to be re-performed. Client reserves the right, even after it has paid for Products or Services ordered, to make a claim against Supplier in respect of any such Products and Services which are found to be unsatisfactory or defective or which have failed to meet any requirements of the Agreement. Without prejudice to other remedies that Client may have available under the Agreement or at law, Supplier shall reimburse Client all costs incurred in connection with the inspection and testing of defective Products or Services including, but not limited to, remuneration, accommodation and subsistence of Client's representatives. If Supplier is authorized to sub-contract or sub-let all or any part of its obligations hereunder pursuant to Article 28, Client shall be entitled to conduct the inspections and tests set forth in this Article 10, at subcontractors' premises. Supplier shall ensure that the agreements with authorized subcontractors afford Client the rights and powers set forth in this Article. Whenever the Special Terms provide for joint testing of Products and Services or for attendance by Client of testing to be conducted by Supplier, the provisions of this Article 10 shall apply to such testing. The fact that Client has inspected or failed to inspect Products or Services shall not relieve Supplier of any of its obligations (including, but not limited to, Supplier's obligations under Article 9 hereof).

## 11. Change Orders

Client may at any time, by a written order given to Supplier, make changes to Supplier's commitments under the Agreement, including, without limitation, changes in (i) the Specifications and the Scope of Services; (ii) the quantity of Products to be purchased and the units of Services to be provided; (iii) the method of shipment or packing; and (iv) the delivery and performance dates and sites. Supplier cannot refuse to comply with changes requested by Client. If any such changes cause an increase or decrease in the cost of, or the time required for, Supplier's performance of its obligations under the Agreement, an equitable adjustment shall be made in the price of Products or the rates of Services or the delivery schedule or performance schedule. Client shall not be required to make any equitable adjustment in favor of Supplier, if Supplier fails to make a written request in that respect within ten (10) calendar days from the date of receipt of the change order.

## 12. Compliance with Laws and Regulations

Supplier shall defend, indemnify and hold harmless Client, customers and users of Products and Services from and against all claims, losses, damages, costs and liabilities associated with, related to, or arising out of, any actual or alleged infringement, or any failure to comply with any obligations arising from any laws, statutes, ordinances, rules and regulations of any governmental entity that may be applicable to the performance by Supplier of its obligations under the Agreement (including but not limited to Health, Safety and Environment and Insurance regulations).

## 13. Health, Safety and Environment (HS&E)

### 13.1. Health, Safety and Environment (HS&E) Requirements

When providing Services within Client's premises, Supplier shall be required to comply with internal Health, Safety and Environment requirements, regulations, procedures and policies issued by Client from time to time.

Supplier shall be required to comply with Tenaris's Health, Safety and Environment Requirements (HS&E) procedure as amended from time to time, which Supplier acknowledges that it has carefully read, understood and fully agrees and irrevocably and unconditionally accepts. This procedure states the minimum applicable requirements for suppliers. In the event of a conflict or inconsistency with a stricter local regulation, the latter shall prevail.

Supplier agrees that Services will be performed in a manner that protects the safety and health of all personnel at any installation, facility, yard, port, warehouse and any place (including but not limited to any place where Client, Client's customers and end user operate), and respects environmentally sound work practices.

Client places prime importance on Health, Safety and Environment (HS&E) issues and requires that Supplier subscribes to and actively pursues the highest standards of HS&E performance. Supplier shall take all reasonable safety measures in relation to the Agreement, and full responsibility for the adequacy and stability of all its operations and methods necessary for the performance of the Agreement, complying strictly with all applicable laws and enactments issued by competent governmental entities, professional or trade organization relating to HS&E matters.

If any part of the Services is performed at any installation, facility, yard, port, warehouse or any place where Client's customers or end user have operations, Supplier shall comply with health, safety and environment requirements issued by Client's customers and user or authorities in charge of HS&E matters at any such places. Supplier shall comply with any ongoing safety programs during the performance of Services. Supplier shall train its employees involved in the Services in such safety program prior to commencement of the Services. During the performance of Services, Supplier shall monitor safety habits of its employees, shall conduct frequent safety meetings and shall perform routine safety inspections of operations, installations, facilities, yards, ports, and equipment used in the performance of Services. Supplier shall promptly furnish Client with full reports, including all documents filed with or received from any governmental agency, or any accidents and near miss incidents involving persons or property and will cooperate and assist Client in any investigation which Client may elect to undertake.

So far as it is reasonably practicable, Supplier shall take all precautions necessary to protect Supplier, Client, Client's customers, end user and other persons who are at any time directly or indirectly affected by the operations of Supplier and any of its subcontractors.

Supplier shall familiarize itself with the place of performance of Services and any hazards which might be encountered in the performance of the Agreement. Supplier and any of its subcontractors shall cooperate fully and comply with every direction from the police, Client, Client's customers, end user, safety officials and fire authorities should such authorities consider there to be a safety hazard and therefore request Supplier or any of its subcontractors to alter the mode of operations.

Supplier and its subcontractors shall promptly and accurately report all potential or real on-the-job accidents, injuries, spills, other damages, and all incidents affecting safety to Client. In such case, Supplier and any of its subcontractors shall suspend work and meet immediately with Client to analyze and find together the proper corrective actions.

In the event of any violation of this section by Supplier or any of its directors, officers, employees or subcontractors, Client may, at its sole option, terminate the Agreement and any applicable Order at any time without any liability whatsoever, and, notwithstanding any other provision of the Agreement or at law, pay no compensation or reimbursement to Supplier whatsoever for any work performed after the date of the violation. The provisions of Article 29 shall also govern the effects of a termination under this Article. If the Agreement is terminated by Client pursuant to the aforementioned provision Supplier shall nonetheless defend, indemnify, and hold harmless Client in respect of all loss or damage suffered by Client on account of such termination and the circumstances which caused it.

### 13.2. Asbestos and Other Prohibited Materials

Supplier and its subcontractors shall assess the environmental hazards of materials and supplies used in conjunction with Products and Services and shall use substitute materials presenting less risk whenever possible.

The materials listed below (which includes the 12 Persistent Organic Pollutants (POPs) under the Stockholm Convention as amended from time to time) shall not be used in Products or Services: (a) Aldrin, (b) Asbestos (which includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated or altered), (c) Asbestos-containing materials (ACM) (which means any material containing more than 1% asbestos w/w), (d) Benzene, (e) Chlordane, (f) Chlorinated solvents and thinners, (g) DDT, (h) Dieldrin, (i) Dioxins, (j) Endrin, (k) Formaldehyde (Paraformaldehyde), (l) Furans, (m) Galena, (n) Halon and other chlorinated fluorocarbons, (o) Heptachlor, (p) Hexachlorobenzene (HCB), (q) Mirex, (r) Toxaphene, (s) Polychlorinated Biphenyls (PCBs), and (t) Thermal System Insulation (TSI) (which means ACM applied to pipes, fittings, boilers, breeching,



tanks, ducts or other structural components to prevent heat loss or gain).

Supplier and its subcontractors shall supply to Client Material Safety Data Sheets, which shall include all the components used in Products and Services. If any of these components is proprietary, Supplier shall confirm through a representation and a signed declaration that Products and Services are free from any of the materials set forth in the preceding paragraph.

Supplier agrees to defend, indemnify and hold Client harmless from and against all liabilities, claims, demands, actions, damages, losses and expenses, including court costs and reasonable attorneys' fees, which it may incur as a consequence of or in connection with the breach of any of the above mentioned obligations.

#### 14.3. Prevention and Control of Radioactive Contamination: NORM

Client places prime importance on detecting Products potentially contaminated with NORM. Supplier shall take all reasonable measures to detect and prevent from delivering to Client Products potentially contaminated with NORM. Upon delivery of Products, Supplier shall provide a certificate attesting that all Products have been scanned with a detector with adequate scale to measure the values set forth herein and found to contain not more than 50 micro Rontgen (#R) per hour or 0.5 micro Sievert (#Sv), including background radiation, or less of gamma radiation activity. Failure to request any such certificate shall not relieve Supplier from the strict compliance of the obligations set forth herein. Upon receipt of the certificate and before accepting the Products, Client's representative may take all the necessary counter measures to comply with local regulations and its internal policies. If Client reasonably determines that the Products are potentially contaminated with NORM or Supplier fails to provide the certificate or such certificate does not certify that all Products have been scanned with an adequate radioactivity detector and found to contain 50 micro Rontgen (#R) or less per hour or 0.5 micro Sievert (#Sv) including background radiation or less of gamma radiation activity, Client shall, in addition to any other rights or remedies under law, be entitled to refuse delivery of Products or to return to Supplier the same. All costs and expenses incurred by Client in respect of the returned or rejected Products shall be deducted from any payment due to Supplier. Supplier agrees to defend, indemnify and hold Client, its Affiliates, subcontractors, customers and users of Products harmless from and against all liabilities, claims, demands, actions, damages, losses and expenses, including court costs and reasonable attorneys' fees, which it may incur as a consequence of or in connection with the breach of any of the above mentioned obligations. Whenever local regulations set stricter requirements than those established herein, local regulations shall be followed by Supplier. This provision is applicable only for Products either (i) previously used in a well during oilfield activities; (ii) used for the supply of, without limitation, field services, technical and running assistance, drilling and running; (iii) owned by third parties and with respect to which Client provides cleaning, re-threading and refurbishing services; or (iv) rented to perform any of the foregoing.

#### 14. Intellectual Property

Client shall be the exclusive owner of all IP Rights arising from the performance of this Agreement, whether developed by Supplier or Supplier's subcontractors solely or jointly with Client. Supplier shall immediately assign, disclose and shall cause its employees and subcontractors to assign and disclose to Client and to any other person that Client may determine, all right, title and interest it may have or acquire over such IP Rights. Supplier agrees to assist and execute any kind of documents necessary for Client and any other person that Client may determine, in respect of the filing and prosecution of such IP Rights, at any time, and not only during the term of the Agreement, in any country.

To the extent any Product or Service developed by Supplier, or any IP Rights assigned to Client by Supplier under this Agreement includes Supplier's Background IP Rights, Supplier grants Client a non-exclusive, irrevocable, worldwide, royalty-free license (with right to sub-license) under the Supplier's Background IP Rights to make, have made, incorporate in other goods, use, sell and offer to sell, import and export such Product or Service, and to exploit any IP Rights assigned by Supplier under this Agreement.

Supplier agrees that all designs, drawings, plans, specifications, reports and field notes, formulations, engineering data, software, installation and operating procedures and manuals, Product descriptions, or any other document or material, in either man-readable or machine-readable form, developed by Supplier or Supplier's subcontractors for delivery to Client under the Agreement shall be at all times the exclusive property of Client and shall contain all notes and marking requirements as per the procedures and instructions provided by Client. Supplier agrees to assign or cause the assignment of any IP Right for all such documents and materials to Client. Client shall have the right to reproduce, disclose and use, in whole or in part, any of the above mentioned documents and materials furnished by Supplier, and any technical information, design or any other IP Right contained therein, notwithstanding any legends or notes on such documents or materials and without any obligation of requiring prior authorization from Supplier or paying any kind of compensation to Supplier or Supplier's subcontractors.

Client retains the exclusive property over any IP Right and all designs, drawings, plans, Specifications, reports and field notes, formulations, engineering data, software, installation and operating procedures and manuals, Product descriptions or any other document or material, in either man-readable or machine-readable form, disclosed or delivered to Supplier under the Agreement. Supplier warrants, represents and covenants that Products and Services do not infringe directly or indirectly any patent, copyright, trade secret, trademark, or other IP Right of any third party.

Supplier shall defend, indemnify and hold harmless Client, its Affiliates, customers and users of Products or Services from and against all claims, losses, damages, costs and liabilities, including court costs and reasonable attorneys' fees, associated with, related to, or arising out of, any actual or alleged infringement of any IP Right in connection with Products and Services.

Client shall give written notice of such claim within fifteen (15) business days of receipt thereof, together with all information and assistance reasonably requested by Supplier. Upon written notice to Client confirming Supplier's indemnification obligation in relation to the above referred claim, Supplier shall be entitled to defend or settle or take any other action in relation to the claim. In the defense or settlement of the claim, Supplier shall have no right to settle or compromise any claim by any third party or admit liability by Client in any claim, or settlement thereof, without Client's prior written consent, and shall do reasonable commercial efforts to obtain for Client the right to continue using the Products, replace or modify the Products so that they become non infringing or, if such remedies are not reasonably available, refund the cost or value thereof to Client and reimburse all other costs incurred by Client as a result of the infringements as aforesaid.

#### 15. Client's Property

Client's Property shall be and remain the property of Client, and Supplier shall bear the risk of loss, destruction or damage to such property, normal wear and tear excepted. Client's Property shall be promptly returned to Client once Supplier has performed the Agreement. Upon Client's reasonable request, Supplier shall obtain, bear the cost and keep in force during the term of the Agreement the insurance specified by Client.

In addition, if Supplier enters upon Client's premises in the performance of any work under the Agreement or utilizes the property of Client, whether situated in or out Client's premises, Supplier agrees to (i) be bound by Client's internal regulations in force from time to time, which establish the terms and conditions and requirements that Client's contractors (such as Supplier) must observe in the performance of any works, activities and services within Client's premises, which Supplier acknowledges that it has carefully read, understood and fully agrees and irrevocably and unconditionally accepts them, and (ii) defend, indemnify and hold Client its Affiliates, subcontractors and their directors, officers and employees harmless from and against any liability, claims, demands or expenses (including court costs and reasonable attorneys' fees) associated with, related to or arising out of loss or damage to the property of Client, its Affiliates or subcontractors or injuries (including death) to their employees or any other person arising from or in connection with Supplier's performance of such work within Client's (including its Affiliates and subcontractors') premises or use of such property, except for such liability, claim, demand or expense arising out of the sole negligence or willful misconduct of Client.

#### 16. Indemnities

Supplier agrees to defend and indemnify Client its Affiliates, subcontractors and their directors, officers and employees from and against all claims, demands, actions, damages, losses and expenses, including court costs and reasonable attorneys' fees, for liabilities for injury to, or death of employees of Supplier its Affiliates or subcontractors, or damage caused to Supplier's property or personnel, or the property or personnel of its Affiliates or subcontractors arising out of or in connection with the supply by Supplier of Products and Services whether or not the negligence or breach of duty of Client or its subcontractors caused or contributed to such injury, death or damage except willful misconduct of Client or its subcontractors.

Supplier shall defend and indemnify Client its Affiliates, subcontractors and their directors, officers and employees from and against all costs, expenses, claims, demands, and causes of action, of every kind and character without limitation, arising in favor of or made by any third party on account of bodily injury, disease, death or damage to, destruction of or loss of property of such third party to the extent resulting from or attributable to any negligent act or omission or willful misconduct of Supplier or its subcontractors, which are caused by, result from or arise in connection with the Agreement.





Supplier agrees to defend, indemnify and hold Client and its subcontractors harmless from and against all claims, demands, actions, damages, losses and expenses, including court costs and reasonable attorneys' fees, arising from failure to pay in due time salaries, wages or any social security contributions or the breach of any other terms of employment towards its personnel, in connection with labor, social security, health, safety and environmental regulations.

## 17. Price and Rates

If no price or rates have been set forth in the Agreement, the price or rates which correspond to Products or Services shall be equal to the price and rates last quoted or paid by Client, or the prevailing market price or rates for such Products and Services, whichever are lower.

Except as otherwise specified in the Agreement, the abovementioned price and rates constitute the entire compensation due to Supplier for Products and Services, respectively and include, without limitation, taxes, overhead and all other direct and indirect cost and expenses incurred or to be incurred by Supplier in manufacturing, producing, obtaining, packaging, marking, loading, storing and delivering Products and performing Services, as well as all governmental taxes, export and import costs (dock and harbor fees, port security surcharges, canal surcharges, warfare fees, terminal receiving fees, courier fees and any other custom fees or duties). Unless otherwise expressly agreed in writing by the Parties, the price and rates shall be fixed and in no case shall be subject to adjustment for any reason, other than a subsequent written agreement changing Products, quantities purchased, the Scope of Services or units of Services.

## 18. Taxes

The prices and rates shall not be subject to any adjustment and include, any taxes applicable in Supplier's country and any other taxes for which Supplier is liable by reason of the performance of Services and any other obligation under this Agreement, including but not limited to value added taxes, income, excess profit or other taxes, charges and imposts assessed or levied on account of Supplier's earnings, all taxes assessed or levied against or on account of any property or equipment of Supplier, all taxes assessed or levied against or on account of salaries, social security contributions, insurance premiums, and any other social and welfare benefits to Supplier's employees as provided in the applicable laws, all taxes assessed or levied against or on account of the value of any Services performed by Supplier under this Agreement, or any other applicable sales tax, customs, import or other duties, fees or charges of whatever nature required by any act, law, ordinance, regulation or by law as applicable in the country/ies where Products are manufactured or delivered to Client, or where the Services are performed. Therefore, Supplier agrees to defend, indemnify and hold Client harmless from and against all liabilities, claims, demands, actions, damages, losses and expenses, including court costs and reasonable attorneys' fees, which it may incur as a consequence of or in connection with any of the above mentioned obligations.

## 19. Supplier's Bank Account Details

For purposes of identifying Supplier's bank account, Supplier shall send to Client: (i) a letter addressed to Client informing its bank account details, such letter to be duly signed by a Supplier's attorney-in-fact and bearing notary or bank certification attesting capacity of signatory (a separate power of attorney is sufficient if the notary public does not attest capacity); or (ii) a void check in original containing the relevant bank account details.

## 20. Billing and Payment

Unless otherwise provided in the Special Terms, payment of the price, rates and any other sums due to Supplier shall be made within sixty (60) calendar days from the date of delivery of Products or completion of Services, as applicable, provided however, that payment shall not occur if Supplier does not deliver the documents mentioned in the Special Terms ten (10) calendar days prior to payment date. If Supplier does not deliver such documents in due time, and as a consequence of such omission, Client is not able to make a timely payment, Supplier shall not be entitled to refrain from delivering Products and performing Services on the agreed delivery or performance dates. The amounts due shall be wire transferred to a bank account designated by Supplier.

## 21. Delivery and Performance. Suspension

Strict compliance with the delivery and performance dates shall be of the essence of the Agreement. Delivery shall only be deemed complete when all Products have been delivered at the place set forth in the Special Terms to Client's entire satisfaction in accordance with the Agreement. Unless otherwise provided in the Special Terms, delivery shall be CPT as per Incoterms 2000. Performance of Services shall only be deemed complete when all Services have been performed to Client's entire satisfaction in accordance with the Agreement.

Unless otherwise provided in the Special Terms, partial deliveries or performance shall not be permitted. If Supplier fails to make full delivery of Products or to fully perform Services on the scheduled date set forth in the Special Terms or in conformity with the Specifications or the Scope of Services, respectively, or otherwise incurs in a breach of its obligations under the Agreement, without prejudice to the exercise of other available remedies, Client shall be entitled to suspend any payment due to Supplier until complete performance of Supplier's obligations.

## 22. Insurance

### 22.1. Insurance Requirements

When providing Services inside Client's premises, Supplier shall be required to comply with the insurance requirements, regulations, procedures and policies issued by Client from time to time.

Supplier shall be required to comply with Tenaris's Insurance Requirements for Contractors (IRC) procedure as amended from time to time, which Supplier acknowledges that it has carefully read, understood and fully agrees and irrevocably and unconditionally accepts. This procedure states the minimum applicable requirements for Suppliers. In the event of a conflict or inconsistency with stricter local regulation, the latter shall prevail.

Without limiting, reducing or waiving in any way the scope of any legal or contractual obligations assumed hereunder by Supplier, Supplier shall carry and maintain in force, and shall require subcontractors it may engage, at least the following insurance coverage and amounts in accordance with applicable laws in force in the country of performance of the Agreement:

- Worker's Compensation and Employer's Liability Insurance, covering all its employees engaged in performing Services.
- Comprehensive General Liability, covering commercial general liability, third party, public liability, pollution, employers', equipments', product liability, fire damage with policy limits of at least USD 1,000,000 per occurrence for USA and Canada and USD 100,000 for other locations.
- If the total amount of the Agreement exceeds USD 10,000,000, Construction All Risks Insurance, covering in-transit equipment in an amount equal to the full replacement value of the equipment, and Employers' and Equipments' Liability coverage.
- If vehicles are to be used in performing Services, Automobile Liability Insurance, covering owned, leased, non-owned or hired vehicles with policy limits of at least USD 100,000 per occurrence.
- If watercraft are to be used in performing Services, Hull and Machinery Insurance / Protection and Indemnity Insurance (P&I), covering owned, leased, non-owned or hired watercraft, including collision, and illness or death of seamen, with minimum coverage of USD 10,000,000.
- If aircraft are to be used in performing Services, Aviation Insurance, covering owned, leased, non-owned or hired aircraft, including collision, all risk hull insurance in an amount equal to the replacement value of the aircraft; and third party liability insurance (including passenger liability and crew members coverage), with minimum coverage of USD 10,000,000.
- If required by local laws, any other insurance, including, but not limited to, life insurance, social insurance or benefits insurance.

All the insurance policies detailed above shall: (i) be considered primary to any other insurance policies (including any deductibles or self-insured retentions) and self-insurance, which may provide coverage and be available by Client, (ii) not consider any other insurance policies of Client to be contributory or other insurance, and (iii) provide a waiver of all rights of subrogation and/or contribution against Client to the extent liabilities are assumed by Supplier. Supplier's insurance shall apply to Supplier's indemnity and defense obligations under this Agreement.

### 22.2. Additional Insured / Coinsurance.

Supplier's insurance policies (except for Worker's Compensation and Employer's Liability) shall designate Client as additional insured



party, but subject to the extent of liabilities and obligations undertaken by Supplier under the Agreement. In the event of damages caused by Supplier to Client's Property, Client shall be treated as a third party for insurance purposes.

#### 22.3. Payment Suspension.

Should Supplier fail to pay insurance in proper time and manner, without prejudice to the exercise of other available remedies, Client shall be entitled to: (i) withhold any payment due to Supplier until Supplier discharges in full its obligations, and (ii) use the withheld amounts in order to make up for any loss contingency faced as a result of the lack of coverage.

#### 22.4. Insurance Companies.

Supplier shall place insurance policies with reputable and solvent insurers and Client shall be entitled to accept or reject insurance companies hired or proposed by Supplier.

#### 23. Risks and Title

Risk of loss, destruction or damage to Products shall pass from Supplier to Client as per the agreed or otherwise applicable Incoterms 2000 term, provided, however, that such risk shall not pass to Client until Products are clearly identified pursuant to this Order, whether by markings on Products, shipping documents or adequate notice given to Client. Title to Products shall pass to Client when the risk of loss, destruction or damage to Products is transferred to Client.

#### 24. Suspension

Unless otherwise provided in the Special Terms, Client may at any time and from time to time and for any reason, upon three (3) calendar days' prior notice to Supplier suspend, in whole or in part, further performance of Supplier's obligations hereunder. Any suspension notice shall specify the date of suspension and its estimated duration. Upon the effective date of any such notice of suspension, Supplier shall promptly suspend further performance of its obligations hereunder and during the period of such suspension shall discontinue all activity relating to Products and Services, except for such steps as may be agreed by the Parties in writing in order to preserve and protect any Products under production and Services in progress, which may be affected by such suspension. Client may at any time terminate the suspension by giving written notice to Supplier specifying the effective date of termination, and Supplier shall use its best efforts to resume performance of its obligations pursuant to the Agreement immediately upon receipt of such notice. Delivery dates in accordance with the Special Terms which otherwise would have been initiated during the suspension period or thereafter shall be equitably extended by the Parties by periods not exceeding the length of such suspension or by such longer periods as may be agreed by the Parties in writing. No liability shall result to Client for suspension of the Order pursuant to this Article. Client (but not its Affiliates) shall reimburse Supplier for all reasonable direct costs incurred by Supplier as of the date the suspension notice has been received by Supplier. No additional compensation shall be paid to Supplier (including, but not limited to, loss of profit, loss of business, punitive or exemplary damages and indirect or consequential damages).

#### 25. Failure in performance

##### 25.1. Delay in delivery

In the event that there occurs a delay in delivery of Products or performance of Services, for which event Supplier is not entitled to an extension of time, then Supplier shall pay to Client by way of liquidated damages, not as penalty and without prejudice to other rights which Client may have (including, without limitation, the right to terminate the Agreement and request further damages if the amounts set forth below are insufficient to fully compensate Client's damages), and Client shall be entitled to collect from Supplier or deduct from any amount due or which may become due to Supplier zero point fourteen per cent (0.14%) of the price of the non-delivered Products or the rates of the non-performed Services per day of delay, unless otherwise provided in the Special Terms.

##### 25.2. Minor Discrepancies

Products and Services will be deemed to conform to the Agreement despite minor discrepancies which are usual in the particular trade or through course of dealing between the Parties, but Client shall be entitled to any abatement of the price usual in the trade or through course of dealing for such discrepancies.

##### 25.3. Non conforming Products and Services

Where Products or Services are non-conforming, Supplier shall at Client's option and immediately upon Client's request: (i) replace Products or re-perform Services with conforming Products or Services, as applicable, without any additional expense to Client, (ii) repair Products or rectify Services, without any additional expense to Client, or (iii) collect from Client a reduced price or rate or reimburse to Client the difference between the value of Products and Services as if they had conformed and their value as delivered or performed, as applicable. Whenever non-conforming Products are to be repaired or replaced, or non-conforming Services are to be rectified or re-performed, Supplier shall bear, in addition to the liquidated damages payable pursuant to the paragraph below, all costs (including import duties) arising out of, or in connection with, the delivery of repaired or substitute Products to Client (including but not limited to the inspection, retrieval, storage, test and disposal of the non conforming Products, and the inspection, test, and reinstallation of the repaired or substitute Products at the place of intended use) or for rectification or the re-performance of Services. Client will be entitled to liquidated damages in an amount of zero point fourteen percent (0.14%) of the price of the non-conforming Products or the rates of the non-conforming Services for each day of delay between the date of notification of the non-conformity and the date on which a substitute Product is delivered or repair of Products or rectification or re-performance of Services is completed, unless otherwise provided in the Special Terms.

##### 25.4. Delay in delivery and Non conforming Products and Services

If Supplier fails to deliver Products or perform Services on the scheduled date set forth in the Special Terms, and substitute or repair non conforming Products, or rectify or re-perform non-conforming Services, as the case may be, Client may, at its sole discretion, terminate the Agreement (i) in its entirety or (ii) with respect to non-delivered or non-conforming Products or Services. In case of termination of the Agreement pursuant to this paragraph, then, in addition to any other remedy available under this Agreement or at law, Supplier shall immediately reimburse Client the price paid for the non-delivered or non-conforming Products and Services. The provisions of Article 29 shall also govern the effects of a termination under this Article.

##### 25.5. Remedies not exclusive

The remedies under this Article are cumulative and are not exclusive of any other statutory remedy for performance failure.

#### 26. Calculation of Liquidated Damages in Case of Interdependence

Whenever Supplier has failed to timely deliver Products or perform Services or if all or any part of the Products or Services do not conform to the Specifications, and by reason of the interdependence of the delivered items or performed Services, with the non-delivered items or non-performed Services, or of the conforming items or Services with the non-conforming items or Services, the Products delivered or Services performed, cannot be applied to their intended use or used for the purpose for which goods or services of the same description would ordinarily be used, the percentages set forth in Article 25.1 and 25.3 shall be applied over the total price of the Agreement. For purposes of this provision the term "item" shall include, but not be limited to, all articles, materials, packing, supplies, drawings, data, manuals, documentation specified or required, all designs carried out as part of this Agreement and all services associated with the supply. This provision shall also apply to cases in which partial shipments have been agreed and interdependence exists between the Products to be delivered in separate shipments.

#### 27. Force Majeure

In case that an event occurs that renders impossible for any of the Parties to fulfill any of their obligations under the Agreement, the Party affected by such event shall not be liable for such failure to perform in so far as it proves that: (i) the failure was due to an impediment beyond its control; (ii) it could not reasonably be expected to have taken into account the impediment or its effects upon its ability to perform at the time of the execution of the Agreement; and (iii) it could not reasonably have avoided or overcome it or its effects. A Party seeking relief shall, as soon as practicable, give written notice to the other Party of such event and its effects on its ability to perform. Written notice shall also be given when the event ceases. Failure to give either notice makes the Party thus failing liable in damages for loss which otherwise could have been avoided.





Should an event of the nature described subsist for more than thirty (30) calendar days, either Party shall be entitled to terminate the Agreement without notice or liability to the other Party.

## 28. Assignment and Subcontracting

### 28.1. Assignment

Supplier shall not assign the Agreement, in whole or in part, or any rights or obligations therein, nor use the Agreement as any form of collateral or payment security without the prior written consent of Client. Any such purported assignment shall be void. In the event that Client gives consent to such total or partial assignment, such assignment shall not release or relieve Supplier of any of its obligations hereunder, remaining liable to Client as primary obligor hereunder. Any consent given by Client to any assignment shall not preclude any setoff rights available to it. Client shall not assign this Agreement, in whole or in part, or any rights or obligations therein without the prior consent of Supplier; provided, however, that Client may assign the Agreement or any of its rights or obligations hereunder without the consent of Supplier (i) pursuant to a change of control of Client (the term #control# as defined in the term #Affiliate#), including, but not limited to, a merger, corporate reorganization, or sale of substantially all of its assets, or (ii) to an Affiliate, in which case such assignment shall become effective upon notice by Client.

### 28.2. Subcontracting

Supplier shall not subcontract or sub-let all or any part of its obligations hereunder without the prior written consent of Client. In the event that Client gives consent to the performance of any part of the obligations of Supplier by a third party, such authorization shall not relieve Supplier of any of its obligations under the Agreement or grant the third party any rights vis-à-vis Client. Client may discretionarily refuse to grant authorization for the engagement of subcontractors.

Any assignment or transfer of rights or delegation of performance in violation of this Article shall be void.

Supplier shall be responsible to Client for work performed by all its subcontractors to the same extent it is for work performed by Supplier. Supplier shall ensure that all its contracts with its subcontractors contain provisions which are in conformity with and no less stringent than the provisions of the Agreement. No provision whatsoever of any subcontract or order will be deemed to create a contractual relationship between Client and subcontractor, nor between Client and employees of Supplier or any of its subcontractors. Notwithstanding the provisions of this Article, any person or other entity not approved as a subcontractor and engaged by Supplier to perform the work under any subcontract shall be deemed a subcontractor only for the purposes of Supplier's obligations and covenants under the applicable sub-agreement. Supplier shall, at Client's request at any time, provide Client with a list of all subcontractors, if any, performing the work.

## 29. Termination

### 29.1. Client's right to terminate

Client may terminate this Agreement upon the occurrence of any of the events or in the circumstances described in this Section.

#### 29.1.1. Termination for convenience

Client may, by written notice sent to Supplier, terminate the Agreement in whole or in part, at any time for its convenience. The termination notice shall specify that termination is for Client's convenience and the extent of any such termination. Client shall reimburse Supplier for all reasonable and proven direct costs incurred by Supplier as of the date the termination notice has been received by Supplier. No additional compensation shall be paid to Supplier (including, but not limited to, loss of profit, interest, revenue, anticipated savings or business or damage to goodwill, economic loss or damage, punitive or exemplary damages and indirect or consequential damages, even if Client is advised in advance of the possibility of any such losses or damages).

#### 29.1.2. Termination for default

In addition, should Supplier (i) assign or transfer the Agreement or any right or interest herein, except as permitted by the Agreement, or (ii) be subject to a change of control (the term #control# as defined in the term #Affiliate#), or (iii) fail to comply with laws or ordinances, rules or regulations of any governmental entity or instructions of Client given pursuant to the Agreement, or (iv) neglect, refuse or be unable at any time during the course of the Agreement to perform its obligations hereunder, or (v) otherwise commit a breach of its obligations under the Agreement; and in any of the foregoing events, Supplier fails to remedy the breach within ten (10) calendar days after receiving notice thereof from Client, Client may terminate the Agreement, which termination shall become effective immediately or at the time designated by Client.

#### 29.1.3. Termination for Cross Default

If Supplier commits a material breach of its obligations under any contract, agreement or relationship with Client and fails to remedy such breach as provided in the respective agreement, Client may give written notice of its decision to terminate the Agreement without any further liability on the part of Client. Termination shall become effective immediately or at the time designated by Client.

#### 29.1.4. Termination for Bankruptcy or Liquidation

If Supplier: (i) shall become the subject of proceedings under any bankruptcy, insolvency, reorganization, moratorium or other similar voluntary or involuntary procedure for the relief of financially distressed debtors, or (ii) is unable, or admits in writing its inability to pay its debts as they mature, or (iii) makes an assignment for the benefit of its creditors, or (iv) takes or suffers any action for its winding-up, liquidation or dissolution, or (v) has a custodian, receiver, trustee, liquidator or other officer with similar powers appointed for all or any part of its assets, or (vi) is subject to any event analogous to those described above; and, in the event any act of the aforesaid character is involuntary, the consequences thereof are not cured within ten (10) calendar days, Client may give Supplier written notice of its decision to terminate the Agreement, which termination shall become effective immediately or at the time designated by Client.

#### 29.1.5. Effect of Termination by Client

If the Agreement is terminated by Client pursuant to the aforementioned provisions Supplier shall not, pending settlement of Client's claims by reason of such termination, be entitled to receive any further payment; and shall indemnify and hold harmless Client in respect of all losses or damages suffered by Client on account of such termination and the circumstances which caused it. Supplier waives for itself and on behalf on any administrator, liquidator, trustee or similar Supplier or court officer the right to require the continuation of the Agreement upon the occurrence of any of the above circumstances.

### 29.2. Supplier's Right to Terminate

Supplier may terminate this Agreement upon the occurrence of any of the events or in the circumstances described in this Section.

#### 29.2.1 Termination for Default

Should Client commit a breach of its obligations under the Agreement and fails to cure such breach within ten (10) calendar days after receiving written notice thereof from Supplier, Supplier may give written notice of its decision to terminate the Agreement, which termination shall become effective immediately or at the time designated by Supplier.

#### 29.2.2 Termination for Bankruptcy or Liquidation

If Client (i) shall become the subject of proceedings under any bankruptcy, insolvency, reorganization, moratorium or other similar voluntary or involuntary procedure for the relief of financially distressed debtors, or (ii) is unable, or admits in writing its inability to pay its debts as they mature, or (iii) makes an assignment for the benefit of its creditors, or (iv) takes or suffers any action for its winding-up, liquidation or dissolution, or (v) has a custodian, receiver, trustee, liquidator or other officer with similar powers appointed for all or any part of its assets, or (vi) is subject to any event analogous to those described above; and, in the event any act of the aforesaid character is involuntary, the consequences thereof are not cured within a reasonable time, Supplier may give Client written notice of its decision to terminate this Agreement, which termination shall become effective immediately or at the time designated by Supplier.

#### 29.2.3 Effect of Termination by the Supplier

If this Agreement is terminated by Supplier pursuant to the aforementioned provisions, Client shall indemnify and hold harmless Supplier in respect of all losses or damages suffered by Supplier on account of such termination and the circumstances which caused it.



### 30. Return of Information provided by Client

Upon termination of the Agreement for any reason whatsoever, Supplier shall promptly return to Client all Confidential Information, including without limitation, all designs, drawings, manuals, specifications, data sheets, and any other documents and materials delivered by Client, together with all copies or extracts thereof.

### 31. Provisions and Obligations that Survive Expiration and Termination

Cancellation, expiration or earlier termination of the Agreement shall not relieve the Parties of obligations and provisions that by their nature should survive such cancellation, expiration or termination, including without limitation the provisions regarding dispute resolution, warranties, remedies, indemnification obligations, rights to set-off and confidentiality.

### 32. Remedies Not Exclusive

The rights and remedies provided to the Parties herein shall be in addition to, and not exclusive of, any other rights or remedies that the Parties may have at law or equity. Any attempt by Supplier: 1) to disclaim any theory or grounds upon which Client might recover against Supplier; or 2) to establish by contract time limitations periods within which Client is obligated to assert claims against Supplier, is expressly rejected and is ineffective.

### 33. Right to Set-Off

If Supplier commits a breach of its obligation under the Agreement or under any contract, agreement or relationship with Client or its Affiliates, Client shall be entitled to set-off and apply any and all amounts, at any time owed or held by Client, or any of its Affiliates to or for the credit or the account of Supplier in any currency against any amount, irrespective of whether or not Client shall have made any demand under the Agreement and although such obligations may be unmaturing.

### 34. Confidentiality

The existence of the Agreement, the terms and conditions agreed, the business relationship between the Parties, and all Confidential Information shall be treated as secret and confidential always (both during and after the term of the Agreement) by Supplier and shall not, without prior written consent of Client, be used by Supplier or permitted by Supplier to be used for any purpose other than the performance of the Agreement, or be disclosed by Supplier to any one outside Supplier's organization other than to those persons whose duties require them to know the same, provided that such persons have given to Client a written undertaking not to disclose the same to any unauthorized third parties. Any and all of the documents and materials described in Article 14, which are developed by Supplier or Supplier's subcontractors for delivery to Client under the Agreement shall be treated by Supplier and Supplier's subcontractors as Confidential Information.

### 35. No Waiver

The fact that Client takes no action with regards to the non-compliance, defective compliance or delayed compliance by Supplier of any of its obligations or commitments under the Agreement will, in no case, constitute a waiver of Client's right to claim or demand the specific compliance of the corresponding obligation or commitment on a future basis, or that Supplier's non-compliance or defective compliance with its obligations or commitments under the Agreement is repaired.

### 36. Notices

All notices, requests, demands, and other communications hereunder shall be in writing in the English language and delivered personally or sent by facsimile, courier or registered or certified airmail, return receipt requested, postage prepaid, to the other party at the address specified for such purpose in the heading of the Order (or at such other addresses or numbers as may be specified by like notice). The notice shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; or (b) when received when sent by facsimile at the address and number set forth in the heading of the Order (provided that notices given by facsimile shall not be effective unless either (i) a duplicate copy of such facsimile notice is promptly given by depositing same in a post office with first-class postage prepaid and addressed to the Parties as set forth in the heading of the Order, or (ii) the receiving party delivers a written confirmation of receipt for such notice either by facsimile or any other method permitted under this Article.

### 37. Independent Contractor

Supplier is and shall be an independent contractor, with its own personnel, facilities and equipment and in such capacity declares, represents and warrants that: (i) it has been duly incorporated and organized and is now a validly subsisting corporation under the laws of its jurisdiction of incorporation; (ii) it has full power, authority and capacity to undertake and perform its obligations hereunder; (iii) it is fully experienced, technically competent, properly financed, organized and equipped to fulfill its obligations; (iv) it is fully organized and properly financed to comply with any commitment made to its workers and personnel; (v) it has its own offices open for the general public and (vi) in performing the obligations hereunder uses its own employees, facilities and equipment.

### 38. Severability

If any provision of the Agreement should be determined to be void, illegal or unenforceable in any jurisdiction, the validity and effectiveness of such provision in any other jurisdiction, and the validity and effectiveness of the remaining provisions, shall not be affected, as long (in the latter case) as the material purpose of the Agreement can be determined and effectuated. In such event the Parties shall, by amendment of the Agreement, properly replace such provision by a reasonable new provision or provisions which, as far as legally possible, shall approximate what the Parties intended by such original provision and the purpose thereof.

### 39. Partnership, Agency or Employment

Nothing in the Agreement shall be construed as constituting a partnership between the Parties hereto or as constituting either Party as the agent of the other for any purpose whatsoever except as specified by the terms of the Agreement. Supplier shall not have authority to act for or on behalf of Client or to bind Client to any obligation or to extend any warranty or make any representation on behalf of Client. Any contract that Supplier enters into without the express written authorization of Client shall not be binding upon Client and shall constitute an obligation of Supplier.

### 40. Export Control

Supplier must advise Client of the export licensing status of all the Products to be delivered to Client. In the event any of the Products under the Agreement is subject to the jurisdiction of the United States Commerce Department Export Administration Regulations, Supplier must also provide Client with the applicable Export Control Commodity Number (ECCN) citation indicated in the Commerce Control List (15 CFR Part 774, Supplement No. 1). In the event any of the Products under the Agreement is subject to the jurisdiction of other United States governmental agencies, such as the Department of State or Department of Energy, Supplier must provide Client with sufficient information to enable Client to determine whether an export license or other authorization is required. If any of the Products under the Agreement are to be delivered by Supplier to a location outside of the United States, without regard to whether the specific export has been explicitly authorized by Client, Supplier will be deemed to be the #Exporter of Record#, and will have the sole and full responsibility for the export of any such Products, including the responsibility for obtaining for such Products any required governmental licenses or authorizations. Supplier hereby acknowledges that it accepts this responsibility along with all costs associated with the export of any such Products.

### 41. Dispute Resolution # Governing Law

Any dispute, controversy or claim arising out of, or in connection with the Agreement, whether based on contract or otherwise, including without limitation any dispute regarding the validity of the Special Terms, General Terms, or the Agreement, or the termination, performance or breach thereof, shall be referred to and finally resolved by arbitration under the Rules in effect at the time of commencement of the arbitration proceeding by three arbitrators appointed in accordance with the said Rules. The I. B.A. Rules of Evidence shall apply together with the Rules governing any submission to arbitration under this Order. Where they are inconsistent with the Rules, the I.B.A Rules of Evidence shall prevail but solely as regards of presentation and reception of evidence. The place of arbitration shall be London, England. The arbitration proceedings shall be conducted in the English language. The award rendered shall be final and conclusive and judgment thereon may be entered in any court having jurisdiction for its enforcement. The arbitrators shall not be authorized to decide any dispute, controversy or claim ex aequo et bono, but shall strictly apply the law governing the



**Agreement.**

The Agreement shall be governed and interpreted in accordance with the 1980 United Nations Convention on Contracts for the International Sale of Goods, or to the extent not ruled by such convention, by the laws of England.