

# ARAMCO OVERSEAS COMPANY B.V.

## REPAIR ORDER - TERMS AND CONDITIONS

1. Repair Agency shall furnish all labor, materials, tools, equipment and transportation required to complete the work.
2. Repair Agency shall observe all instructions provided by Principal for the performance of the Work and for the Safety and conduct of workmen. Repair Agency's employees shall be subject to trade tests as deemed necessary by Principal. Repair Agency shall at all times keep the work site clean and orderly and shall dispose of trash as instructed.
3. Principal shall have the right to enter the jobsite any time for the purpose of inspection of Repair Agency's performance or workmanship. Should any inspection reveal any defect in Repair Agency's performance or workmanship, Repair Agency shall promptly correct such defect at no cost to Principal.
4. Repair Agency warrants that it shall perform the Work with due diligence and in a first class, workmanlike manner and in accordance with the highest standards of workmanship exercised within the industry. Repair Agency further warrants that all materials, tools and equipment supplied by Repair Agency shall be free of defects in design, materials and workmanship.
5. If within one (1) year of acceptance of the Work, Principal advises Repair Agency in writing of its failure to conform to the warranties expressed in paragraph 4 above, Repair Agency shall correct such non-conformity at no expense or cost to the Principal. If Repair Agency fails to promptly correct such non-conformity, Principal may at its options, correct the non-conformity either by itself or through others and charge the costs thereof to Repair Agency.
6. Either Principal or Repair Agency may terminate this Repair Order at any time by giving seven days notice in writing to the other. Unless terminated in this manner, Repair Order shall be considered complete upon repair Agency's acceptance of the total Repair Order amount. Upon any termination of this Repair Order prior to completion, Principal shall pay Repair Agency only for this Work actually performed. Such payment shall be in full and final settlement of all payments to be made by Principal to Repair Agency by reason of this Repair Order.
7. Repair Agency shall at all times remain liable for any damage to or loss of property, including Repair Agency's property, or injury or death of any person arising in the course of the Work. Repair Agency shall defend and save Principal harmless for any loss, cost, claim or award resulting from any such damage or injury. Repair Agency shall not be liable to Principal nor shall Principal be liable to Repair Agency or its agents for any consequential damages including but not limited to, loss of profit or products, whether such liability is based or claimed to be based, upon any breach of this Repair Order, or whether such liability is based, or claimed to be based, upon any negligent act or omission of a party, its personnel, agents or appointed representatives.
8. Principal may deduct from any amounts due by Principal to Repair Agency under this Repair Order any amount due by Repair Agency to Principal under this or any other agreement between Principal and Repair Agency.
9. Repair Agency in all things undertaken pursuant to this Repair Order shall be and remain an independent contractor, and the employees of Repair Agency shall be and remain the employees of Repair Agency at all times and for all purposes.
10. Principal may at any time by written order make changes in the Work if such changes are within the general scope of the Repair Order or in the time required for its performance, an adjustment in the price will be made by mutual agreement.
11. No assignment of this Repair Order shall be made unless approved in writing by Principal. Repair Agency shall not subcontract any part of the Work without prior written Principal approval.
12. Repair Agency hereby acknowledges receipt of all materials, parts and equipment handed over to Repair Agency by Principal. It is specifically understood and agreed to by Repair Agency that title to all items supplied or finished by Principal to Repair Agency shall remain in Principal at all times regardless of whether said items remain inseparable or not. Said items can at any time be reclaimed and repossessed by Principal. Repair Agency waives any lien and claim Repair Agency might have or demand of whatsoever nature and kind against Principal. Repair Agency will reimburse Principal in an amount equal to the full value of said items as determined by Principal in the event any loss of or damage to said items occurs while said items are in Repair Agency's possession, force majeure not excepted.
13. "Force Majeure" means any act, event cause or occurrence which is not within the reasonable control of either party and which renders a party unable to perform its obligations. If a party is unable to perform its obligations as a result of Force Majeure, performance of such obligations shall be excused during the period of Force Majeure. Such party shall immediately notify the other party of the date of inception of the Force Majeure condition and the extent to which it will affect performance.
14. Repair Agency at all times during the term of this Repair Order shall carry and maintain insurance appropriate for the kind of work to be performed under this Repair Order and appropriate for the location in which the Work or any portion of this Work is to be performed.