

ARAMCO OVERSEAS COMPANY B.V.

PREPARATORY OR AUXILIARY SERVICES IN SAUDI ARABIA

1. When requested in writing by Buyer ("Visit Request"), Vendor shall provide the services of one or more representatives to assist in or supervise work in connection with the erection, installation, start-up or other preparatory or auxiliary work required for the proper use of Goods supplied against this Order in Saudi Arabia. Such services shall be performed at calendar day rates set forth in this Order.
2. Such preparatory or auxiliary work required for the proper use of Goods supplied against this Order shall not exceed 1) 25% of the total value of this Order; and 2) in no event shall the preparatory or auxiliary services performed in Saudi Arabia exceed \$250,000 in value.
3. Compensation shall be payable commencing on the date of Vendor's representative's departure direct to Saudi Arabia until the day of his arrival direct from Saudi Arabia at his point of departure. Travel days authorized by Buyer for travel between Saudi Arabia and Europe shall be limited to one (1) day for travel in each direction. Travel days authorized by Buyer for travel between Saudi Arabia and the United States or the Far East shall be limited to two (2) days for one-way travel, and four (4) days for round-trip travel. Compensation for travel days shall not exceed eight (8) hours per day.
4. Local work-related transportation required by Vendor's representative in Saudi Arabia shall be supplied by Saudi Aramco in conformity with its then current policy relating to that subject.
5. Buyer shall bear no costs associated with and assumes no responsibility for obtaining passports, visas, medical examinations, inoculations, and permits necessary for Vendor's representative to gain entry into and exit from Saudi Arabia in connection with trips taken pursuant to Visit Requests, nor shall processing time or delay costs (by whosoever caused) be charged to Buyer.
6. Vendor's representative shall be housed free of charge in accommodations provided by Saudi Aramco. The accommodations provided may be in or outside Saudi Aramco communities and may be either Saudi Aramco or non-Saudi Aramco owned facilities.
7. Buyer shall reimburse Vendor for its representative's meals (when not provided free of charge) and incidentals in Saudi Arabia at calendar day rates, while said representative is in Saudi Aramco-provided accommodations, in accordance with Saudi Aramco's then current policy on that subject.
8. If Saudi Aramco-provided living accommodations are not available on the basis set forth in clauses 6 and 7 above, Buyer or Saudi Aramco may authorize hotel accommodation, meals, and miscellaneous items such as laundry, the actual reasonable cost of which Buyer shall reimburse to Vendor.
9. In the event Buyer or Saudi Aramco is compelled by Governmental authority in Saudi Arabia to pay any sum of money in satisfaction of any debt or obligation in Saudi Arabia of Vendor or its representative, Vendor shall reimburse Buyer or Saudi Aramco, as appropriate, upon receipt of its billing and evidence of the Governmental action which required the making of such payment, provided, however, that Buyer shall reimburse Vendor for customs duties imposed on the property of Vendor's representative required for the performance of services in Saudi Arabia.
10. During any business trip, Vendor's representative shall comply with all applicable Saudi Aramco safety and personnel rules and regulations. Vendor's representative shall be entitled to medical and dental care in Saudi Aramco facilities only under emergency circumstances and at rates applicable to the general public.
11. Vendor's representative shall travel to and from Saudi Arabia according to the most direct route. Buyer will provide air transportation at no cost to Vendor or reimburse economy return air fare from representative's point of departure to Saudi Arabia. Vendor's representative also shall be reimbursed for all properly documented and reasonable traveling expenses actually incurred in connection with such travel, including charges for up to ten (10) kilos of excess baggage per person for air travel if the work for which such travel is undertaken shall require more than thirty (30) days. If Vendor's representative deviates from the most direct route, except for reasons beyond his control, Vendor shall be reimbursed only for transportation and travel expenses which would have been incurred had he traveled by the most direct route. Buyer reserves the right to determine the route and means of travel Vendor's representative will use for all transportation Buyer may request. All transportation engaged by Vendor's representative for his own pleasure or convenience will be for his or Vendor's account.
12. Vendor agrees that the calendar day rate incorporated in this Order shall remain valid for six (6) months from Saudi Aramco's receipt of the Goods supplied against this Order in Saudi Arabia.
13. Upon the completion of each assignment by Vendor's representative, Vendor shall submit an invoice (which references the Visit Request Number, this Order Number and the Goods purchased) in quadruplicate supported by the necessary documentation (see Clause 14 below) to Aramco Overseas Company B.V., Attention: name of person who issued the Visit Request. Buyer shall promptly pay said invoice.
14. Time sheets, approved by the appropriate Saudi Aramco representative, specified to Vendor in Buyer's Visit Request, must accompany Vendor's invoice for services performed. Reimbursable expenditure invoices which exceed twenty-five Dollars (\$25.00) per item must also be supported by appropriate receipts. With respect to expenses reimbursable to Vendor pursuant to clauses 7, 8, 9 and 11 above, Vendor shall maintain books and records covering same up to one (1) year after the completion of the services. Such books and records shall be subject to Buyer's review at any reasonable time within that year for the sole purpose of verifying that such costs were incurred. Sums due under clauses 7, 8, 9 and 11 shall be converted by Buyer to Vendor's normal currency of payment at Buyer's corporate rates of exchange prevailing on the date the invoice is processed.
15. With respect to the performance of these services, neither Vendor nor Vendor's agents, nor representatives shall be deemed to be the servants, agents or representatives of Buyer or Saudi Aramco.