

Terms & conditions for the purchase of goods and services continued

At Wafi, we consider good business to be about relationships, and trust to be at the heart of good business relationships and practice. The people and companies you trust and have good working relationships with are those you do the best business with. A contract represents the formal basis for trust between the parties who sign it. For all parties to commit to it, a contract must be an accurate account of the agreement reached; and, for it to be read and understood, it must be written in terms that are accessible and familiar. This document aims to honour that trust by laying out its terms and conditions as clearly and unambiguously as possible.



<https://wafi-energy.com/terms-and-conditions.html>

These terms and conditions apply to the contract between **COMPANY** and **CONTRACTOR**. This contract 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**; they supersede and replace any **CONTRACTOR** terms and conditions or previous contracts for any goods or services (defined as scope in the contract). If the parties to this contract agree any special terms, those terms should be documented and added to the purchase order terms – or a further contract should be drawn up containing those special terms.

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 over-rule those of the later contract.

What we mean by some of the words used in the contract

1. Definitions

Commercial terms and conditions

2. What we require in relation to scope
3. What we require from contractor in relation to goods
4. What we require from contractor in relation to services
5. Our procedure for invoicing and payment
6. Quality assurance
7. When a contractor needs access to company systems, information or infrastructure
8. Variations in relation to scope
9. Inspection, testing, and acceptance of scope
10. Contractor's responsibilities if there are defects

Legal terms and conditions

- 11 Performance
- 12 Taxes
- 13 Liens
- 14 Suspension
- 15 Termination
- 16 Liquidated damages
- 17 Liabilities and indemnities
- 18 Insurance
- 19 Compliance with applicable laws business principles, and HSSE standards
- 20 Confidential information
- 21 Intellectual property
- 22 Financial and performance audit
- 23 Relationship of the parties
- 24 Contractor personnel and subcontracting
- 25 Assignment
- 26 Force majeure
- 27 Notices
- 28 Governing law, dispute resolution and remedies
- 29 Additional legal provisions

Terms & conditions for the purchase of goods and services continued

What we mean by some of the words used
in the contract

1 Definitions



This section gives the meaning of words and expressions (presented here in bold) that are used in the contract. Any word that appears in *italics* is defined elsewhere in this section.

Acceptance is the point at which **COMPANY** accepts *scope* (the goods to be delivered or the *services* to be performed) in writing – or is considered to have accepted *scope* in the manner set out in the contract.

Affiliate of a *person* is any other *person* who

(b) directly or indirectly controls or is controlled by the first *person* or

(c) is directly or indirectly controlled by a *person* who also directly or indirectly controls the first *person*

A *person* controls another *person* if that first *person* has the power to manage the other *person*, or to influence the way in which they are managed – this can be directly or indirectly, through one or more intermediaries or in other ways. This control may be exerted 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.

Agency personnel are those contractor personnel who are not direct employees but are working under the direct control and supervision of contractor group.

Anti-Corruption Laws include the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other Applicable Laws that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any Government Official or any other Person.

Applicable data protection law covers all laws, rules, regulations, governmental requirements, codes, as well as international, federal, state, provincial laws that apply to **COMPANY** when acting as a controller or processor of *personal data*.

Applicable Laws may apply to a *person*, property, or circumstance, and may be amended from time to time. *Applicable Laws* include:

- (a) statutes (including regulations enacted under those statutes)
- (b) national, regional, provincial, state, municipal or local law
- (c) judgments and orders of courts of competent jurisdiction
- (d) rules, regulations and orders issued by *authorities*
- (e) regulatory approvals, permits, licences, approvals and authorisations

Authorities refers to the government and any county, municipality, local government or other political subdivision, instrumentality, ministry, or department that has jurisdiction over any part of *scope*, or any county, municipality, local government or other political subdivision of any of these listed.

Terms & conditions for the purchase of goods and services continued

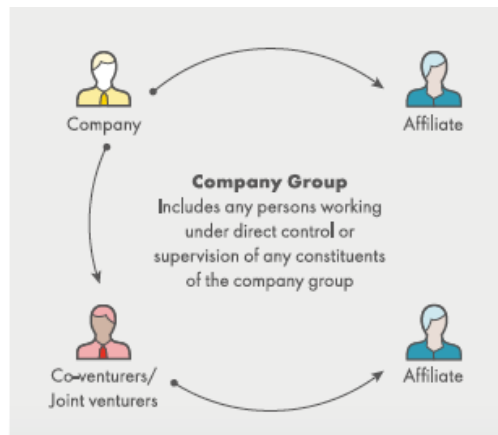
Books and records include books, accounts, contracts, records and documentation, in electronic format or otherwise, relating to the contract and performance of *scope*.

Company indicates Wafi Energy Pakistan Limited (“Wafi”)

Company group indicates **COMPANY** and

- (a) its *co-venturers* and *joint ventures*
- (b) any *affiliate* of **COMPANY** (and its *joint ventures*, or its *co-venturers*)
- (c) any director, officer, employee, or other individual working under the direct control and supervision of **COMPANY** (and its *joint ventures*, or *co-venturers*), or the *affiliates* of **COMPANY** (and its *joint ventures*, or *co-venturers*). A reference to *company group* includes a reference to each of its member individually.

Company provided items indicate materials equipment, services or facilities provided by **COMPANY** to **CONTRACTOR** to perform *scope*.



Confidential information is data, software and all technical, commercial, financial, legal or other information, and items that record such data, software or information disclosed by or on behalf of *company group* to *contractor group*, all *work product, personal data*, and *scope*, and the terms of the *contract*.

Consequential Loss covers:

- (a) indirect or consequential losses
- (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 could have been foreseen at the time of entering into the contract

Contract price is the total amount that **COMPANY** is due to pay **CONTRACTOR** under the contract.

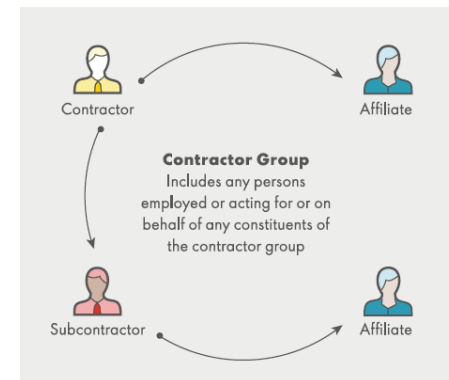
Contract refers to these General Terms and Conditions and the Purchase Order.

Contractor equipment refers to 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* unless the ownership of these items has not passed and will not pass to **COMPANY** under the contract.

Contractor group includes **CONTRACTOR** and:

- (a) its *subcontractors*
- (b) any *affiliate* of **CONTRACTOR** or its *subcontractors*
- (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*.

A reference to *contractor group* includes a reference to each of its members individually.

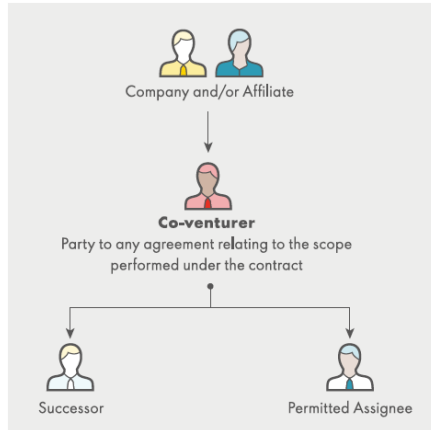


Contractor personnel include any individual provided by *contractor group* whether directly or indirectly and assigned to work in connection with the performance of *scope*. That individual may or may not be an employee of *contractor group*.

Co-venturer is any *person* who is a party to a *joint venture*, joint operating agreement, production sharing arrangement or similar agreement or arrangement solely for the purposes of such agreement or arrangement with **COMPANY** or any of its *affiliates*. A reference to *co-venturer* includes a reference to each *co-venturer* individually and to their respective successors and permitted assigns (the people to whom the property or interest of a *co-venturer* may be transferred).

Terms & conditions for the purchase of goods and services continued

Force majeure event is an event that cannot reasonably be anticipated or avoided – the contract sets out what



events qualify as *force majeure events*.

Goods cover the goods, materials, products and equipment
CONTRACTOR is to supply under the contract.

Government official is a term that covers:

- (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 their 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)

(e) any immediate family member (meaning a spouse, dependent child or household member) of any of the people identified in (a) to (d)

Gross Negligence: any act or failure to act (whether sole, joint, or concurrent) that is so great as to cause harm to people, property, or the environment and that: (a) seriously and substantially deviates from a diligent course of action; or (b) is in reckless disregard of or wanton indifference to a risk known or so obvious that it should have been known.

Health, Safety, Security and Environment (HSSE) standards include:

- (a) all HSSE policies, manuals, standards, rules and procedures – as communicated to **CONTRACTOR** by or on behalf of the **COMPANY** – designed to manage HSSE risks during performance of *scope* under the contract
- (b) all *applicable laws* relating to HSSE

Indemnify is to release, save, defend and hold harmless.

Indirect taxes include:

- (a) value added tax
- (b) goods and *services* tax
- (c) sales tax or similar levy

Insolvency event is if or when a *person*:

- (i) stops or suspends, or threatens to stop or suspend, payment of all their debts or a material part of their debts, or is unable to pay their debts as these fall due
- (ii) ceases or threatens to cease to carry on all or a substantial part of their business

(iii) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for reorganisation/compromise/deferral/general assignment of, all or substantially all of their debts

(iv) makes or proposes an arrangement for the benefit of some or all of their creditors of all or substantially all of their debts

(v) takes any step with a view to the administration, winding up, or bankruptcy of that *person*

(vi) is subject to an action that involves securing possession of all, or most of their assets, or selling these off to pay a debt, or any similar process, including the appointment of a receiver, trustee in bankruptcy, or similar officer

(vii) is subject to any event under the law of any relevant jurisdiction that has an analogous or equivalent effect to any of the *insolvency events* listed above

Intellectual property (IP) rights cover patents, copyrights (including rights in computer software), database rights, design rights and rights in proprietary technical information and know-how, trade secrets and inventions, trademarks, servicemarks and design marks, whether these are all registered or not, including all applications for any of them and all equivalent rights in all parts of the world; these rights apply in all circumstances and at any stage of their full term, and include any divisions, re-issues, re-examinations, continuations, continuations-in-part, and renewals.

Joint venture refers to any entity:

- (a) which itself is not an *affiliate* of **COMPANY**
- (b) in which an *affiliate* of **COMPANY** has a direct or in direct ownership interest
- (c) the activities of which are related to *scope*

Terms & conditions for the purchase of goods and services continued

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

Liens is a French word that identifies the right of a **person** to keep possession of attachments, charges, claims or other rights or interests against **scope** or property of **company group**.

Liquidated damages are the sums of money agreed in the contract that **CONTRACTOR** must pay to **COMPANY** if certain events or obligations specified in the contract are not achieved or are not achieved in the time agreed.

Other Contractor identifies any other contractor engaged by **COMPANY** to perform work at the worksite.

Other permitted buyer refers to:

- (a) **joint ventures**
- (b) **Wafi contractors**

Person refers to a human being or a legal entity – including any partnership, limited partnership, limited liability **COMPANY**, corporation, firm, trust, body corporate, government, governmental body or **agency**, or unincorporated venture.

Personal data covers all information relating to an identified or identifiable individual (unless another definition has been agreed for it under **applicable laws**).

Prohibited parties refers to all parties set out in the list available at [Prohibited Parties](#).

Restricted jurisdiction relates to countries or states that are subject to comprehensive economic or trade sanctions, restrictions, or embargoes (which the relevant **authorities** may amend from time to time), as set out in the list available at [Restricted Jurisdictions](#).

Restricted party refers to:

- (a) any **person** resident, established or registered in a **restricted jurisdiction**

(b) any **person** classified as a US Specially Designated National or otherwise subject to blocking sanctions under **trade control laws**

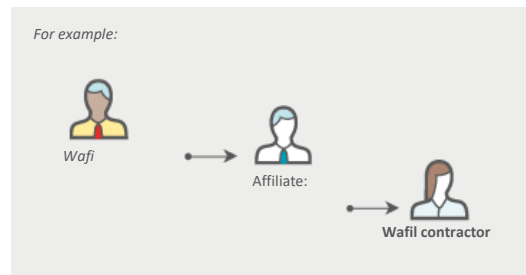
(c) any **affiliates** of such **persons**

(d) any **person** acting on behalf of a **person** referred to in any of the three categories given under this entry

Scope refers to all activities and obligations performed under this contract including **goods** to be delivered or the **services** to be performed by or on behalf of **CONTRACTOR** under this contract, and any **work product** provided.

Services are those to be supplied by **CONTRACTOR** under the contract, including the results of those **services**.

Wafi contractor refers to a person acting as a



CONTRACTOR of an **affiliate** of **COMPANY**.

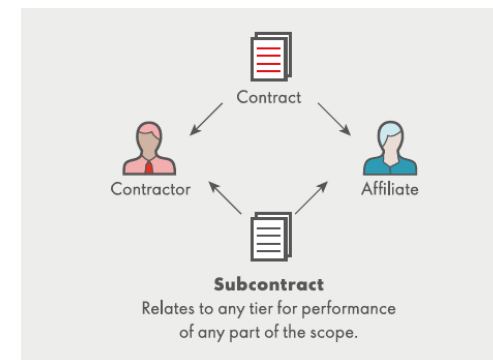
Software includes any **software** that forms part of **scope** or is necessary for the intended use of **scope**; the term includes the database and all machine codes, binaries, object codes or source codes (whether in a machine or human readable form), and all improvements, modifications, and updates, 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 is a term used with reference to **scope** and the performance of **scope** to define the sound standards, methods, skill, care, techniques, principles and practices that are recognised and generally accepted in the international energy industry.

Subcontract refers to any contract between **CONTRACTOR** and a **subcontractor** or between a subcontractor and another **subcontractor** of any rank or level for the performance of any part of scope; the term includes any specific contract (or call-off) under framework agreements of **COMPANY** or an **affiliate** of **COMPANY** and supply agreements for materials.

Subcontractor identifies any party to a subcontract, other



than **COMPANY** and **CONTRACTOR**, including any employers of **agency personnel** (except as explicitly provided otherwise).

Terms & conditions for the purchase of goods and services continued

Taxes covers all taxes, duties (import, export, customs, stamp or excise – including clearing and brokerage charges), levies, 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 covers all *applicable laws* concerning trade or economic sanctions or embargoes, *restricted party lists*, trade controls on the import, export, re-export, transfer or otherwise trade of goods, *services*, *software*, or technology, including those of the European Union, the United Kingdom and the United States of America.

Variation is a modification, alteration or deletion of all or part of *scope*, or an addition to it.

Variation assessment is a proposal prepared by **CONTRACTOR** which relates to a *variation* and provides full detail of:

- (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
- (d) any other information **COMPANY** concludes is necessary for its evaluation

Variation order is a written order for a *variation* that **COMPANY** has authorised.

Work product refers to any and all information, reports, data, databases, drawings, computer programs (including source code, object code and documentation), semi-conductor topography, mask work, spread sheets, presentations, analyses, results, conclusions, findings, solutions, calculations, studies, concepts, codes, manuals, inventions, models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications or other information, documents, materials, or *goods* which arises or is made, created, generated or discovered under the *contract*, in connection with *scope*.

Worksite describes the lands, waters, and other places on, under, in, or through which *scope* or activities in connection with *scope* are to be performed; the term includes manufacturing, fabrication or storage facilities, offshore installations, floating

construction equipment, vessels, offices, workshops, camps or messing facilities – it does not include any lands, waters or other places used during transportation to and from *worksites*.

Commercial terms and conditions

2 What we require in relation to scope



This contract is non-exclusive and carries no requirement for **COMPANY** to purchase any minimum quantities. **COMPANY** may acquire same or similar scope from other suppliers.

3 What we require from contractor in relation to goods



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

(b) **CONTRACTOR'S** warranty for *goods* applies to all defects arising within 12 months of **COMPANY'S** *acceptance* of *goods* unless a different period is given in the *scope* description.

(c) After **COMPANY'S** *acceptance* of *goods*, the warranties set out in this clause (Clause 3) replace all other warranties expressed or implied by statute, common law, custom, usage or otherwise.

(d) In any case where International Commercial Terms (Incoterms) are specified, **CONTRACTOR** retains risk of loss of and damage to the *goods* until delivery is complete in accordance with Incoterms, or until the **COMPANY** takes physical possession of the *goods*.

(e) Ownership of the *goods* will pass to **COMPANY** as soon as either of the following occurs:

- (i) risk of loss of and damage to the *goods* passing to **COMPANY**
- (ii) **COMPANY** makes payment for the *goods*
- (f) **CONTRACTOR** will pack the *goods* so that they may be transported and unloaded safely. **CONTRACTOR** agrees 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*.

3.1 Delivery, Risk and Title to Goods

(a) **CONTRACTOR** will deliver the Goods to **COMPANY** (or its nominee) on the specified delivery dates, times, and locations, or as otherwise communicated by **COMPANY**, and only during regular working hours unless otherwise specified. Early delivery is not permitted. **CONTRACTOR** retains risk of loss or damage to the Goods until delivery is completed in accordance with the applicable INCOTERMS, or, if none are specified, until **COMPANY** takes physical possession. Risk remains with **CONTRACTOR** for any Goods rejected by **COMPANY** for non-compliance.

(b) Title to the Goods will pass to **COMPANY** at the earlier of risk transferring or payment being made. Where milestone payments are made, title passes proportionally at each payment, and Goods paid for in advance must be segregated and clearly marked as **COMPANY** property. Any transfer of title or risk is without prejudice to **COMPANY'S** right to reject non-conforming Goods.

(c) No deviation from approved manufacturers,

Terms & conditions for the purchase of goods and services continued



manufacturing locations, or countries of origin is permitted without COMPANY's prior written consent.

- (d) CONTRACTOR will ensure safe and suitable packaging of the Goods for transport and unloading and that all Goods are accurately described, classified, marked, and labelled in compliance with the Contract, Applicable laws, and Standards of Practice. Where responsible for unloading or post-delivery packaging, CONTRACTOR will remove and dispose of all related waste as instructed by COMPANY and will retain title to such materials.
- (e) CONTRACTOR will take and retain samples as required and, in case of any quality concerns, will conduct analyses at its own cost and provide results and additional samples upon COMPANY's request. For perishable Goods or those with limited life expectancy, CONTRACTOR will promptly notify COMPANY of all relevant information and ensure delivery of Goods with a reasonable or specified remaining lifespan.
- (f) Where Goods contain hazardous, toxic, corrosive, or dangerous materials, CONTRACTOR will ensure full compliance with Applicable Laws, notify COMPANY of all inherent hazards, and provide complete safety, health, environmental, handling, storage, and emergency information with each delivery.



4 What we require from contractor in relation 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
 - (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 *company's acceptance* of *services*, the warranties set out in this clause (Clause 4) replace all other warranties expressed or implied by statute, commonlaw, 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 provide all skills, labour, supervision, equipment, goods, materials, supplies, transport and storage required for *services*.

4.2 Contractor personnel in connection with services

Where COMPANY requires, CONTRACTOR will at its own expense perform security background checks and obtain entry credentials for *contractor personnel* on *company group worksites*.

- 5 Our procedure for invoicing and payment
 - (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 clause (Clause 5). The *contract price* is all-inclusive except for value added tax or sales tax.
 - (b) CONTRACTOR will invoice only after *acceptance* of *scope*, unless other arrangements have been agreed in the contract.
 - (c) COMPANY will pay CONTRACTOR any undisputed amount within the time period specified in the contract after it has received a correct and adequately supported invoice (i.e., it has been filled out correctly and contains all the necessary documentation). It takes COMPANY 2–5 days to establish whether an invoice is adequately supported, and those days are counted as part of the standard payment term of 60 days after an invoice has been received. COMPANY would need to approve any alteration to this standard payment term in advance and in writing.
 - (d) Payment of an invoice is not:
 - (i) by itself either an agreed satisfactory conclusion to the obligations of the contract or a limitation of the rights of the parties in connection with the matter
 - (ii) acceptance of scope was performed in accordance with the contract

Terms & conditions for the purchase of goods and services continued



(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 also, if notice is first given to **CONTRACTOR**, deduct from the invoice any *liabilities* between **CONTRACTOR** and **COMPANY** arising out of the contract.

6 Quality assurance



CONTRACTOR must have adequate quality assurance plans or methods in place to support its performance of *scope*.



7 When a contractor needs access to company systems, information or infrastructure

Access to *company group's* information technology or resources (including **COMPANY'S** infrastructure) in order to perform scope, will require **CONTRACTOR** to sign and comply with **COMPANY'S** standard terms and conditions for access and security – unless the parties agreed otherwise in writing.

8 Variations in relation to scope

COMPANY may request, or **CONTRACTOR** may initiate, a *variation assessment*. **CONTRACTOR** is not entitled to a variation for matters that were included in scope, or matters that **CONTRACTOR** agreed to perform or should take into account in connection with the contract. **COMPANY** may accept the *variation assessment* by issuing a variation order, or reject the *variation assessment*.

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 of goods* upon the completion of the delivery of these *goods*, or *acceptance of services* upon the completion of these *services*. *Acceptance* has occurred if one of the following takes place:

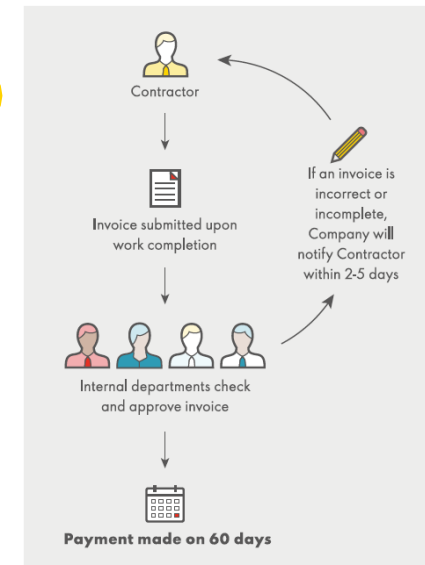


(i) **COMPANY** has notified **CONTRACTOR** in writing

(ii) 30 days has passed after **CONTRACTOR'S** request for *acceptance*

(iii) scope is put into commercial use by *company group*

Acceptance of goods/services marks the start of



the warranty period. Other remedies that are included in the contract will not be affected by *acceptance of goods/services* and will continue to apply.

10 Contractor's responsibilities if there are defects

(a) If defects in scope are discovered, **CONTRACTOR** will provide a plan to remedy the defects and will remedy them as quickly as possible.

(b) Where remedial actions are required to be taken due to breach of warranties or other obligations pertaining to Scope, **COMPANY** will notify **CONTRACTOR** of the nature of the defect in Scope.

(c) Within seven days of receipt of notice of defects, **CONTRACTOR** will provide a plan to remedy the defects and a schedule to accomplish it in an expeditious manner.

Terms & conditions for the purchase of goods and services

continued

(d) Without prejudice to other remedies it may have, where:

(i) emergency situations or other HSSE risks require the immediate performance of remedial actions;

(ii) CONTRACTOR presents a plan that does not provide for expeditious completion of warranty work; or

(iii) CONTRACTOR does not timely complete the actions according to the agreed schedule.

COMPANY may perform or subject to any confidentiality obligations under the Contract, have a third party 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.

(e) If CONTRACTOR disputes its obligation to remedy the defects, it will nevertheless perform the actions where it is reasonably capable of doing so. CONTRACTOR will be reimbursed in the same manner as for a Variation Order if it is determined that CONTRACTOR is correct.

(f) Where the remedial actions pertain to Goods, at its sole risk and cost, CONTRACTOR will perform all actions required to remedy the breach of warranty including:

(i) transportation of replacements or articles required for repair to the place where the GOODS are in storage or use;

(ii) repair or replacement of the Goods;

(iii) gaining access to and removing defective Goods where installed to install repaired or replaced Goods and restore the property; and

(iv) tests of the repaired or replaced Goods.

(f) If the remedial actions pertain to Services, at its sole risk and cost, CONTRACTOR will perform all actions required to remedy the breach of warranty including:

(i) correcting any Work Product or re-performing any Services;

(ii) undertaking any necessary expenses, including travel or supply of incidental goods, whether or not originally reimbursable; and

(iii) verifying the efficacy of the remedial actions.

10.2 Extensions, Assignment, and

Reservations Pertaining to Remedial Actions

(a) The defect-remedy period shall be extended by the time between COMPANY's notice of the defect and its correction by CONTRACTOR.

(b) All CONTRACTOR warranties are assignable by COMPANY. CONTRACTOR shall assign all manufacturers' warranties to COMPANY or, where assignment is not possible, enforce such warranties for the benefit of COMPANY or its assignee.

(c) COMPANY's inspection or review of Scope, plans, drawings, or specifications does not relieve CONTRACTOR of any obligations under the Contract.

Legal terms and conditions

11 Performance



CONTRACTOR will participate in business performance reviews established by the *scope* description or, alternatively, by COMPANY'S representative.

12 Taxes



12.1 Contractor taxes

CONTRACTOR will be responsible for payment of all *taxes*, and any interest, fines or penalties for which *contractor group* is liable for:

(i) income, profits, assumed profits, capital gains, turnover, or supply arising directly or indirectly from the performance of scope and wages, salaries, and all other remuneration or compensation paid directly or indirectly to CONTRACTOR PERSONNEL in performance of the CONTRACT in the country where SCOPE is performed or any other country.

(ii) import or export of *contractor equipment*, or the movement of *contractor personnel* across national or territorial boundaries (including for example, visa or passport fees) related to performance of *scope*; and (iii) Stamp duty for stamping of the *contract* at the rate specified by the Stamp Act, 1899.

CONTRACTOR will ensure that any *subcontract* has terms and conditions relating to *taxes* similar to those provided in this Article

12.2 Indirect taxes

CONTRACTOR will add any *indirect taxes* to the invoice as a separate item, and COMPANY will pay them in addition to the *contract price*.

The CONTRACTOR shall charge and collect sales tax on all services rendered and supplies made in accordance with the applicable federal and provincial sales tax laws and shall issue sales tax invoices as prescribed thereunder. All present and future taxes, levies, or charges imposed by the relevant authorities shall be borne by the CONTRACTOR. Where legally permissible, the CONTRACTOR shall apply exemptions, zero-rating, or other tax facilities, and the COMPANY shall


Terms & conditions for the purchase of goods and services

continued

provide such documentation as the Contractor may reasonably require for this purpose. The CONTRACTOR shall furnish all records, documentation, and evidence required by the COMPANY to enable the COMPANY to claim or reclaim any input tax credit.

In the case of services rendered in multiple provinces, the CONTRACTOR shall obtain the requisite provincial registration and issue separate tax invoices for each province. Where registration has not been obtained, the CONTRACTOR shall issue invoices without sales tax, and the COMPANY shall treat such supplier as unregistered and withhold the applicable tax. Any exemption claim shall be supported by the relevant statutory notification or order. If the CONTRACTOR is blacklisted, suspended, or fails to update sales/credit note information in a timely manner, thereby preventing the COMPANY from claiming input tax, the COMPANY shall have the right to deduct or recover such disallowed input tax from subsequent payments, without prejudice to any other remedies available to it. The CONTRACTOR shall indemnify and hold harmless the COMPANY against any loss, cost, or expense incurred in this regard.

12.3 Withholding

-  (a) Where required under Applicable Laws, the COMPANY shall withhold or deduct and remit to the relevant Authorities such Taxes, including Indirect Taxes, from payments due to the CONTRACTOR. Any amount so withheld or deducted shall be deemed to constitute payment to the CONTRACTOR and a full discharge of the COMPANY's liability in respect thereof. Upon request, the COMPANY shall provide the CONTRACTOR with the prescribed withholding tax certificates or other evidence required under Applicable Laws.
- (b) If the CONTRACTOR claims exemption from any withholding or deduction, it shall notify the COMPANY in advance and furnish, together with each invoice, a valid exemption certificate or confirmation of immunity issued by the relevant

Authority, citing the applicable legal provision. The COMPANY may rely on such information and shall bear no liability if it withholds or deducts Taxes in accordance with Applicable Laws. Where the CONTRACTOR does not appear on the active taxpayers list on the Federal Board of Revenue (FBR) on the payment date, the COMPANY reserves the right to apply withholding at the non-filer rates prescribed by law. For any reimbursable expenses invoiced to the COMPANY, the CONTRACTOR shall provide valid documentary evidence to substantiate such claims. In the absence of such documentation, the COMPANY may deduct applicable Taxes on the reimbursement amount.



13 Liens (see section 1 for definition of this term)

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 *liens* by *contractor group*.

14 Suspension

- (a) COMPANY may suspend performance of all or part of the SCOPE with immediate effect by written notice:
- (i) for errors, omissions, defective workmanship, non-compliance with HSSE Standards, defaults, or other breaches by CONTRACTOR GROUP;
 - (ii) where COMPANY requires suspension to investigate or direct compliance; or
 - (iii) while determining whether grounds exist to terminate the CONTRACT for cause.
- (b) COMPANY may suspend the CONTRACT or any part of the Scope, with immediate effect where reasonably necessary due to emergency, safety, HSSE risk, or to mitigate the impact of a Force Majeure Event.
- (c) COMPANY may suspend performance of all or part of the Scope, for convenience at its discretion with seven days' prior written notice.
- (d) Upon suspension, CONTRACTOR will promptly cease the suspended Scope, secure and protect all related items, and minimise associated costs, including those related to Subcontracts.
- (e) Where suspension is for cause, CONTRACTOR will not be entitled to any Variation Order or other

compensation, and COMPANY may recover all costs arising from the cause of suspension, including costs for securing items or obtaining alternate supply.

- (f) Where suspension is for safety or necessity, each Party will bear its own costs, with no adjustment to the Contract Price; delays resulting from such suspension will be addressed through a Variation.
- (g) Where suspension is for convenience, CONTRACTOR may be entitled to a Variation.
- (h) COMPANY may withdraw a suspension at any time by written notice, upon which CONTRACTOR will promptly resume and diligently continue the SCOPE to the extent the suspension is withdrawn.

15 Termination

15.1 Termination by company for cause

(a) COMPANY may terminate the contract or part of *scope* for cause by written notice with immediate effect if:

(i) in the performance of the contract, *contractor group* breaches its own business principles or, if it has no equivalent principles, then the COMPANY's Standard General Business Principles

(ii) *contractor group* violates *anti-corruption laws*, applicable competition laws, *trade control laws*, other *applicable laws* or *HSSE standards*, or causes COMPANY to be in violation of those laws or *HSSE standards*

(iii) *contractor group* becomes a *Restricted / Prohibited Party* or

(iv) CONTRACTOR is subject to an *insolvency event*,

(b) COMPANY may terminate the contract or part of *scope* for cause if COMPANY determines CONTRACTOR materially breached the contract any way other than those set out in Clause 15.1(a). 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 cannot be remedied in time, or it is not subsequently remedied.

15.2 Termination by company for convenience

COMPANY may terminate the Contract or part of Scope for convenience at its own discretion with seven days' prior written notice.

Terms & conditions for the purchase of goods and services continued



15.3 Termination by contractor for cause

(a) **CONTRACTOR** may terminate the contract if **COMPANY** fails to pay an undisputed amount to **CONTRACTOR** that is properly presented, due, payable for more than 60 days and exceeds 5% of the **contract price**. This assumes complete performance of the contract and is subject to:

- (i) **CONTRACTOR** giving **COMPANY** written notice specifying the unpaid amount and requiring it to be paid within a further period of 14 days of such notice
- (ii) **COMPANY** failing to make the payment or to provide proper grounds for non-payment during the notice period
- (b) **CONTRACTOR'S** termination rights do not apply if **COMPANY** exercises a valid right to make a deduction from the invoice.

15.4 Contractor obligations on termination

Upon termination, **CONTRACTOR** will promptly cease performance of terminated **scope**, give access to **scope** in progress, avoid unreasonable interference with others, and take reasonable steps to allow **COMPANY** to complete **scope**. These steps include turning over all documentation for **scope** and **software** which was to be supplied in connection with the contract.

15.5 Compensation in the event of termination

- (a) If **COMPANY** terminates the contract or part of **scope** for cause, **COMPANY** will determine and pay the amounts (minus any valid deductions) owed to **CONTRACTOR** for **scope** properly performed in accordance with the contract.
- (b) If **COMPANY** terminates the whole of the contract for convenience, or **CONTRACTOR** validly terminates for non-payment, **COMPANY** will also pay reasonable, unavoidable and auditable costs that **COMPANY** has agreed elsewhere in the



contract to pay on termination for convenience by **COMPANY**

15.6 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.

16 Liquidated damages

Where any **liquidated damages** are 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.

17 Liabilities and indemnities

(a) **CONTRACTOR** People, Property and Pollution

- (i) **CONTRACTOR** will indemnify **COMPANY** for Liabilities arising from, relating to or in connection with performance or non-performance of the Contract, in respect of:
 - (ii) death, injury, or disease of any person in **CONTRACTOR**; and
 - (iii) damage to or loss of:
 - (iv) property of **CONTRACTOR**, including **CONTRACTOR** Equipment;
 - (v) Company Provided Items while in **CONTRACTOR'S** care, custody, or control;
 - (vi) property for which the Contract provides that **CONTRACTOR** has the risk of loss; and
 - (vii) pollution or contamination originating from (A) premises or property of **CONTRACTOR**, including Contractor Equipment; and (B) Company Provided Items While in **CONTRACTOR** care, custody, or control.

(b) **COMPANY** People, Property and Pollution

- (i) **COMPANY** will Indemnify **CONTRACTOR** for Liabilities arising from, relating to or in connection with performance or non-performance of the Contract in respect of:
 - (ii) death, injury, or disease of any person in

COMPANY;

- (iii) damage to or loss of property owned by **COMPANY** (except for Company Provided Items while in **CONTRACTOR'S** care, custody, or control, or property for which the Contract provides that **CONTRACTOR** has the risk of loss); and
 - (iv) pollution or contamination emanating from (A) premises or property of **COMPANY** (except for Company Provided Items while in **CONTRACTOR'S** care, custody, or control); or (B) **COMPANY'S** well or reservoir.
- (c) Indemnity for Own Consequential Loss
- (i) **COMPANY** will Indemnify **CONTRACTOR** for Liabilities for **COMPANY** GROUP's own Consequential Loss.
 - (ii) **CONTRACTOR** will Indemnify Company Group for Liabilities for Contractor Group's own Consequential Loss.
 - (iii) A party's own Consequential Loss does not include:
 - (a) Liabilities to third parties;
 - (b) Liquidated Damages; or
 - (c) other compensation that the Contract explicitly provides for one party to recover from the other, where applicable.
 - (d) Applicability of Obligations to Indemnify
 - (i) The requirements above for a party to Indemnify for Liabilities arising from, relating to or in connection with performance or non-performance of the Contract for people, property, pollution, or Consequential Loss apply:
 - (a) to the maximum extent permitted by Applicable Laws;
 - (b) regardless of the cause of the Liabilities; and
 - (c) regardless of the negligence, breach of statutory or other duty, or other fault of the indemnified party.
 - (iii) The requirements above for a party to Indemnify for Liabilities arising from, relating to or in connection with performance or non-

Terms & conditions for the purchase of goods and services continued

- performance of the Contract for people, property, pollution, or Consequential Loss do not apply to:
- 1) Liabilities that did not arise in connection with the Contract or that are unrelated to the Scope of the Contract;
 - 2) LIABILITIES caused by Gross Negligence of managerial or senior supervisory personnel or WILFUL MISCONDUCT of (A) any PERSON in CONTRACTOR GROUP, or (B) any PERSON in COMPANY GROUP;
 - 3) fines, punitive or exemplary damages, or penalties payable by CONTRACTOR GROUP or COMPANY GROUP; or
 - 4) LIABILITIES arising from disclosure of Confidential Information and Liabilities related to IP Rights.
 - 5) Neither party excludes or limits its Liabilities to the other party to the extent they may not be excluded or limited under Applicable Laws.
- (e) Conflicts or Precedents
- (a) In the event of any conflict between COMPANY's obligation to indemnify for LIABILITIES for people, property, pollution, or Consequential Loss, as provided above in this Article, and provisions elsewhere in the Contract requiring CONTRACTOR to Indemnify for such Liabilities, the allocation of such Liabilities (and corresponding limitations) in this Article will prevail, unless such other provision specifically states otherwise.
- (f) Liabilities to Third Parties
- (a) Except to the extent other indemnity provisions in this Contract apply:
 - (i) CONTRACTOR will Indemnify COMPANY GROUP for Liabilities to third parties arising from, relating to or in connection with the performance or non-performance of the Contract, to the extent of and in proportion to the negligence, breach of statutory or other duty, or other fault of CONTRACTOR GROUP; and
- (ii) COMPANY will Indemnify CONTRACTOR GROUP for LIABILITIES to third parties arising from, relating to or in connection with the performance or non-performance of the Contract, to the extent of and in proportion to the negligence, breach of statutory or other duty, or other fault of COMPANY GROUP.
 - (iii) For the purpose of this Article, "third party" means any party that is not a PERSON in COMPANY GROUP or CONTRACTOR GROUP.
- (g) Notification
1. If either party becomes aware of any incident likely to give rise to a claim under the above INDEMNITIES, that party will notify the other party, and both parties will cooperate fully in the investigation of the incident.
- (h) Mutual Waiver and Indemnity
- (a) This mutual waiver and indemnity provision applies:
 - (b) if COMPANY GROUP has any agreements with any other CONTRACTORS that may be relevant to Scope or such agreements are performed at a Worksite where CONTRACTOR GROUP is performing Scope; and
 - (c) to the extent such agreements include similar obligations as those provided in this sub-article requiring other CONTRACTORS to directly or indirectly Indemnify CONTRACTOR GROUP.
 - (d) If this mutual waiver and indemnity provision applies, CONTRACTOR will Indemnify other CONTRACTOR GROUPS for Liabilities arising from, relating to or in connection with the performance or non-performance of the Contract in respect of:
 - i. death, injury, or disease of any person in CONTRACTOR;
 - ii. damage to or loss of property of
- CONTRACTOR, including CONTRACTOR equipment; and
- (e) Consequential Loss of CONTRACTOR.
 - (f) These indemnities apply in all those cases (including instances of negligence) that govern the applicability of CONTRACTOR's obligation to Indemnify for CONTRACTOR GROUP's people and property, or Consequential Loss as set out in this Article.
 - (g) CONTRACTOR will ensure that its insurers will waive any rights of recourse and subrogation rights against other CONTRACTOR in respect of the indemnities given by CONTRACTOR to other CONTRACTOR GROUPS in this mutual waiver and indemnity provision.
 - (h) Indemnities given by CONTRACTOR to other CONTRACTOR GROUPS under this mutual waiver and indemnity provision are intended to be enforceable by those OTHER CONTRACTOR. If Applicable Laws do not allow CONTRACTOR to enforce any of these indemnities, COMPANY is entitled to enforce the indemnities against CONTRACTOR on other CONTRACTOR's behalf.
- (i)

Terms & conditions for the purchase of goods and services continued

18 Insurance

Before beginning performance, **CONTRACTOR** will arrange any insurance required by *applicable law*, and maintain that insurance in effect for as long as the contract lasts. If the obligation to procure insurance and perform other actions in connection with this clause is satisfied, this will not relieve **CONTRACTOR** of any other obligations or *liabilities*.

19 Compliance with applicable laws business principles, and HSSE standards

19.1 Applicable laws

The parties will comply with *applicable laws* in the performance of the contract and will notify each other of any material breaches.

19.2 Business principles

(a) **CONTRACTOR** acknowledges that it has actual knowledge of:

- (i) the Standard General Business Principles, at [Standard General Business Principles](#).
- (ii) Company's Code of Conduct, at [Code of Conduct](#)

- (iii) Helpline, at wafienergy.ethicspoint.com
- (b) **CONTRACTOR** agrees that *contractor group* will, in the performance of this contract, adhere to and notify **COMPANY** of violations of **CONTRACTOR'S** business if these are equivalent to **COMPANY'S** principles contained in the Standard General Business Principles. Where **CONTRACTOR** does not have equivalent principles, **COMPANY'S** principles will apply.



(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 Company's Code of Conduct.

19.3 Anti-bribery and corruption

(e) **CONTRACTOR** affirms that, in connection with this contract and related matters:

- (i) it is knowledgeable about *anti-corruption* and will comply with those 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 comprise a facilitation payment or violate the relevant *anti-corruption laws*.

(b) **CONTRACTOR** will immediately notify **COMPANY** if **CONTRACTOR** receives or becomes aware of any matter that is prohibited by the preceding paragraph.

(c) **CONTRACTOR** affirms that no *person* in *contractor group* is a *government official* or other *person* who could assert illegal influence on behalf of **COMPANY** or its *affiliates*. If a *person* in *contractor group* becomes a *government official*, **CONTRACTOR** will promptly notify **COMPANY** and, should **COMPANY** request it, remove that individual from performance in connection with *scope*.

(d) **CONTRACTOR** will maintain adequate internal controls and procedures to ensure compliance with *anti-corruption laws*. This includes the ability to demonstrate

compliance through adequate and accurate recording of transactions in its *books and records*.

(e) **COMPANY** will have the right to confirm compliance with *anti-corruption laws* and record keeping by audit. **CONTRACTOR** will keep *books and records* available for audit while the *contract* is in effect and thereafter for ten years after the termination of the contract.

19.4 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, restricted parties, or prohibited parties*

(ii) *contractor personnel* with access to **COMPANY'S** technical information, information technology resources (including *company's* infrastructure) or *company worksites* are not *restricted parties, prohibited parties, or nationals of a restricted jurisdiction*

(iii) **CONTRACTOR** will not use *subcontractors* that are *restricted parties or prohibited parties*

(iv) **CONTRACTOR** will not source any of the goods, software or technology in *scope* to be delivered or supplied to **COMPANY** under this contract, directly or indirectly, from *restricted parties, prohibited parties, or a restricted jurisdiction*

Terms & conditions for the purchase of goods and services continued

19.5 Personal data protection

(a) The parties may provide each other with personal data in the course of the performance of this contract. The processing and transfer of such data will be done in accordance with applicable data protection laws, and this contract. For the avoidance of doubt CONTRACTOR may not process, sell, retain, use or disclose the personal data for any purpose other than for the specific purpose of performing the scope specified in this contract or as required or permitted by applicable data protection law. CONTRACTOR certifies that they understand this condition and will comply with it. Each party is a 'data controller' as defined in applicable data protection law in respect of the personal data.

(b) *Personal data* processed by COMPANY is governed by the terms of applicable laws.

19.6 Health, safety, security, and environment (HSSE)

In performing scope at *company worksites*, or other location if specified in the HSSE standards, CONTRACTOR will, and will ensure that *contractor group* will, at all times:

- (i) pursue Wafi's HSSE principle of Goal Zero
- (ii) comply with IOGP 459 Life Saving Rules, available at iogp.org/life-savingrules/.
- (iii) comply with other applicable *HSSE standards*
- (iv) *HSSE clauses applicable to this PO are determined based on the work category. Please refer to Annexure A for relevant HSSE clauses.*



20 Confidential information

20.1 Obligations in connection with confidential information

(a) CONTRACTOR will not disclose *company group's confidential information* to any third party without the prior written consent of COMPANY, and will also use *company group's confidential information* only in connection with performance of the contract.

(b) Information that CONTRACTOR can prove, (i) when disclosing it, is either in the public domain or, in the possession of CONTRACTOR without binder of secrecy, or developed independently of COMPANY'S *confidential information* is not *confidential information*. CONTRACTOR'S obligations regarding *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) After expiration or termination of the *contract*, or on COMPANY'S request, CONTRACTOR will promptly return or destroy any *confidential information* and delete it from electronic storage, and delete or destroy all extracts or analyses that reflect any *confidential information*.



20.2 Contractor information

Contractor group will not provide *company group* with any proprietary information. *Company group* will not have an obligation not to disclose or use information provided by *contractor group* except where the obligation is expressly stated elsewhere in the contract or through a separate agreement.

20.3 External communications

CONTRACTOR will not broadcast or publish any external communications related to the *contract*.

20.4 Mandatory Disclosures

If CONTRACTOR is required by any court, judicial, governmental, or regulatory body, or otherwise under *applicable laws*, to disclose any *confidential information*, CONTRACTOR, to the extent lawful to do so, shall: (a) promptly notify COMPANY of such disclosure requirement to allow COMPANY or a member of *company group* to oppose the requirement or to seek a protective order and/or take any other action to protect such information; (b) reasonably cooperate, if requested by COMPANY or a member of *company group*, in taking any of these actions at the COMPANY'S or member of *company group*'s reasonable cost and expense; (c) disclose only that portion of such information as CONTRACTOR is legally required to disclose; and (d) use reasonable endeavours to ensure that confidential treatment is given to such information.

21 Intellectual property

(a) Except for *IP rights* vested with CONTRACTOR as provided below, all right, title, and interest in and to *work product* hereby vests in COMPANY or its designee upon the generation, creation and/or discovery thereof, and shall be *COMPANY'S IP rights*. In addition, all *IP rights* generated, created or discovered hereunder that use or are an improvement to *company group's IP rights*, or are generated, created or discovered using, or are an improvement to, *confidential information*, hereby vests in COMPANY or its designee upon the generation, creation and/or discovery thereof, and shall be *COMPANY'S IP rights*. CONTRACTOR will execute, and will cause *contractor group* to execute documents, and

Terms & conditions for the purchase of goods and services continued

take all other steps as may reasonably be necessary to document the ownership of **COMPANY** or its nominee in the *IP rights* to allow **COMPANY** to secure, protect, and enforce those rights for the benefit and full use by *company group*. **CONTRACTOR** irrevocably waives, and will cause *contractor group* to irrevocably waive, any moral or similar, non-transferable rights that any *persons* in *contractor group* may have in *IP rights* vesting in **COMPANY** under this sub-article. All right, title, and interest in and to *work product* generated, created or discovered by **CONTRACTOR** in the performance of *scope* that are an improvement to **CONTRACTOR's IP rights** hereby vests in **CONTRACTOR** or its designee upon the generation, creation and/or discovery thereof, and shall be **CONTRACTOR's IP rights** and shall not be subject to the obligations of secrecy and restricted use set forth in the *confidentiality* provisions herein.



(b) **CONTRACTOR**, warranting that it is entitled to do so, grants to *company group* an irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and licence, with the right to transfer, assign or grant sub-licences in any of **CONTRACTOR's IP rights** embodied in any *work product*, to use, have used, make, have made, sell, have sold, operate, have operated, possess, have possessed, import, have imported, export, have exported, copy, have copied, distribute, have distributed, modify, have modified, create derivative works of, have derivative works created of, improve, have improved, repair, have repaired, maintain, have maintained any *work product*. **CONTRACTOR** warrants that the sale, license, use or distribution by any member of *company group* of any *work product* or any other materials made available to *company group* by **CONTRACTOR** in connection with *scope* will not infringe or misappropriate the *IP rights* of any third party.

(c) **CONTRACTOR** will *indemnify company group*, assignees, transferees, and sublicensees permitted by this *contract* for any *liabilities* resulting from any claim that: (i) the *contractor group's* provision of *scope*; (ii) any *work product* provided to *company group*; or (iii) the use of such *work product* by any member of *company*

group, infringes or misappropriates the *IP rights* of any third party.

- 22 Financial and performance audit
- (a) **COMPANY** will have the right to audit:
- (i) invoiced charges and proper invoicing
 - (ii) other *books and records*
 - (iii) the performance of any other of **CONTRACTOR'S** obligations under the contract, where it is possible for these to be verified by audit



(b) Within 45 days of any audit finding, the parties will settle any amounts charged incorrectly, and **CONTRACTOR** will provide or re-perform any *scope* that the audit identifies as needing to be done.

(c) **CONTRACTOR** will keep *books and records* available for audit for whichever is the longer of the following periods:

(i) five years following termination of the contract or any longer period as required by *applicable laws*

(ii) two years after the period expires on any obligation of **CONTRACTOR** to perform or re-perform any *scope*

(d) **CONTRACTOR** will comply with any requirement in the contract for relevant *books and records* to be retained for a longer period, in order to comply with *anti-corruption laws*.

- 23 Relationship of the parties

23.1 Independent contractor

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.

23.2 No business relationship

(a) The contract and its performance do not create a partnership or *joint venture*, and neither does the contract appoint either party to it as agent of the other. The contract does not permit

CONTRACTOR to make any commitment on behalf of *company group*

(b) .

Terms & conditions for the purchase of goods and services continued

(b) **CONTRACTOR** and *contractor personnel* are not to be considered employees of *company group* and are not eligible to participate in any of *company group's* employee benefit plans.

24 Contractor personnel and subcontracting

24.1 Responsibility

CONTRACTOR is responsible for any *scope* performed by any *subcontractor* and all *contractor personnel*; all activities, omissions and defaults are to be treated as if they were the activities, omissions or defaults of **CONTRACTOR**.

24.2 Condition to subcontract and formation and content of subcontracts

CONTRACTOR may not *subcontract* any part of its obligations under the contract except as agreed in writing by **COMPANY** and **CONTRACTOR** will ensure that subcontracts are in all material respects consistent with the terms and conditions of the contract.

25 Assignment

A party can assign or novate (substitute a new legal obligation for an old one) all or part of the contract only with the written consent of the other party; the exception to this is that, provided **COMPANY** gives written notice to **CONTRACTOR**, **COMPANY** may assign and novate all or part of the contract to an *affiliate* without the consent of **CONTRACTOR**.

26 Force majeure



(a) If a *force majeure event* prevents performance of part of an obligation of the contract, **COMPANY** and **CONTRACTOR** are each excused from performance of the affected part of the contract, unless it was the fault of the party that contributed to the event or unless reasonable care and attention on the part of the party could have avoided or mitigated the circumstances that caused the event.

(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 or tornadoes

(iii) radioactive contamination, epidemics, pandemics, 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 makes the party claiming force majeure less able to perform the contract



(v) government sanctions, embargoes, mandates or laws that prevent performance

(vi) inability of a party to obtain, in time, licences, permits or the necessary consent of authorities for performance, unless there is an express provision otherwise in the contract



(vii) non-performance of a party's *subcontractor* where the *subcontractor* has been or is affected by one of the above *force majeure events* – performance will only be excused under this sub-paragraph, however, if the parties to the contract agree that in the circumstances it is impracticable to substitute performance by another *subcontractor*

(c) If a party's performance is delayed or prevented, they will notify the other party and use reasonable endeavours to mitigate the effects of any *force majeure event*.

(d) **COMPANY** may terminate the contract or part of scope if any *force majeure event* results in a delay of more than 90 consecutive or 180 cumulative days.

Terms & conditions for the purchase of goods and services continued

27 Notices

All notices or other communications under the *contract* must be in English and in writing, and delivered in one of these four ways:

- (i) by hand
- (ii) sent by prepaid courier
- (iii) sent by registered post
- (iv) sent by email with a request for confirmation of receipt

Notices and communications are effective when actually delivered at the address specified in the *contract*.



28 Governing law, dispute resolution and remedies

28.1 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 Islamic Republic of Pakistan 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.



28.2 Dispute resolution

(a) In the event of any dispute, difference, controversy, or claim of whatsoever nature arising under, 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 any non-contractual claims (“Dispute”), the parties shall meet and attempt in good faith to settle such Dispute, within seven working days of a written request from one party to the other party. The party alleging the Dispute shall give to the other party written notice setting out the material particulars of the Dispute delivered to the authorized representative(s) of the other party, as set out in the *contract*. A senior officer of each party shall represent that party at the meeting to resolve the Dispute.

(b) In the event that the parties are unable to resolve the Dispute, the parties shall seek settlement of the dispute by mediation through appointment of a mediator. The mediator shall be an accredited mediator of good standing with at least 15 (fifteen) years of experience as an Advocate of High Courts of Pakistan and a member of a reputable Alternative Dispute Resolution Center based in Karachi. The mediation shall be carried out in Karachi at a venue as may be mutually agreed by the parties.

(c) The party initiating submission of the Dispute for mediation shall provide the other party with a written notice (i) stating that it is submitting the Dispute for mediation; and (ii) nominating the person it proposes to be the mediator. Within seven (7) days of receipt of such notice, the receiving party shall respond, notifying the initiating party its acceptance or rejection of appointment of such nominated mediator. Failing agreement between the parties regarding the appointment of a mediator, the parties shall appoint one mediator each, and both of them shall collectively mediate the Dispute. The costs of appointment of the mediator(s) shall be borne equally by the parties, and each party shall bear its costs in preparing materials for, and making presentations to, the mediator(s).

(d) Each party is required to submit written materials to the mediator(s), with a copy to the other party, within

seven (7) working days of appointment of mediator(s), setting forth (i) the description of the Dispute; (ii) a statement of the party’s position, and whether a hearing is requested by such party; and (iii) copies of records supporting such party’s position. The mediator(s) shall consider such information and shall be allowed reasonable opportunity to respond thereto. If the mediator(s) determines within fifteen (15) working days after submission of such written materials by both parties that proceedings are necessary to determine the Dispute, each party shall designate one (1) person knowledgeable about the issues in the Dispute who shall attend the proceedings on behalf of such party. The mediator(s) is required to provide a determination within sixty (60) working days of commencement of mediation, without prejudice to either party, and such determination and agreement reached between the parties shall be final and binding on both parties.

(e) If the Dispute is not settled within the prescribed time period, or such further period as the parties shall agree in writing, the parties shall irrevocably agree to submit to the exclusive jurisdiction of the courts of Karachi, Pakistan

Terms & conditions for the purchase of goods and services continued

29 Additional legal provisions



(a) The parties retain their rights and remedies under *applicable laws* subject to any provisions in the contract that provide otherwise.

(b) A provision of the contract may be waived only if 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) For amendments to the contract to be binding, they must be made in writing and signed by the parties' authorised representatives.

(e) *Contractor group* or *company group* that is not a party to the contract is nevertheless entitled to enforce any rights conferred to it; they are not, however, 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 relating to the same subject matter, except those agreements or statements expressly referenced in the contract. Any confidentiality agreement relating to the subject matter will remain in effect for the duration of the contract, unless the contract allows it to be terminated or replaced.

30 Confidential Information

(a) CONTRACTOR will not disclose or use any Confidential Information except as required for performance of the SCOPE.

(b) Disclosure is permitted only to members of the CONTRACTOR GROUP who need the information for performance of the Scope and who are bound by written confidentiality obligations no less stringent than those in the Contract, with no right of further disclosure, and CONTRACTOR remains liable for any breach by such recipients. These restrictions do not apply to information that CONTRACTOR can prove was in the public domain at disclosure, in its possession without obligation of secrecy, or independently developed, nor to information that later enters the public domain

without fault of CONTRACTOR GROUP or is lawfully disclosed to CONTRACTOR without confidentiality obligations. No information is deemed within an exception merely because it is included within more general public information or because individual components are public while the combination is not.

(c) If disclosure of Confidential Information is required by any court, governmental, judicial, regulatory authority, or Applicable Laws, CONTRACTOR will, where permitted, immediately notify COMPANY to allow COMPANY to oppose or seek protective measures and will cooperate at COMPANY's reasonable cost. CONTRACTOR will withhold disclosure where legally allowed until COMPANY has had a reasonable opportunity to seek protection or advise otherwise and will disclose only what is legally required, using reasonable endeavours to secure confidential treatment.

(d) Upon expiration or termination of the CONTRACT, or earlier upon COMPANY's request, CONTRACTOR will promptly return or destroy all Confidential Information, delete it from electronic storage, and delete or destroy all extracts, analyses, or derivatives containing such information.

(e) CONTRACTOR GROUP will not provide COMPANY GROUP with proprietary information, and COMPANY GROUP will have no confidentiality obligations regarding any information provided by CONTRACTOR GROUP. CONTRACTOR will not broadcast or publish any external communications relating to the CONTRACT.

Terms & conditions for the purchase of goods and services
continued
Annexure A

NOTE: HSE clauses applicable to this PO are determined based on the work category. Vendors are required to comply with all category-specific HSE requirements outlined in section 'Scope-Specific HSE Requirements (Part B)' of the Terms & Conditions.

Category Specific HSE Requirements (details in Scope-Specific HSE Requirements (Part B) identified below:

Category	MEPC	Instrumentation & Calibration	Logistics and Transport	Personnel Transport	EPCC	Facility Management Services	Waste Management	Warehousing	Security / Security Services	Food & Beverages	Travel & Tours	Event Management	Marketing BTL & Non Paper Printing	Customs Clearance & Freight Forward
Alcohol & Drugs	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable		Clause Applicable	Clause Applicable	Clause Applicable	
Cleaning of Storage Tanks	Clause Applicable	Clause Applicable			Clause Applicable	Clause Applicable	Clause Applicable							
Confined Space Work	Clause Applicable	Clause Applicable			Clause Applicable	Clause Applicable	Clause Applicable							
Driver Safety	Local Law Applicable	Local Law Applicable		Clause Applicable	Local Law Applicable	Local Law Applicable	Local Law Applicable	Clause Applicable		Local Law Applicable	Clause Applicable	Local Law Applicable	Local Law Applicable	Local Law Applicable
Electrical Safety	Clause Applicable	Clause Applicable			Clause Applicable	Clause Applicable	Clause Applicable					Clause Applicable	Clause Applicable	
Fatigue Risk Management	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable		Clause Applicable			
Fitness to Work	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable							
Health Hazard Management	Clause Applicable	Clause Applicable	Clause Applicable		Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable		Clause Applicable	Clause Applicable	Clause Applicable		
Hot Work	Clause Applicable	Clause Applicable			Clause Applicable	Clause Applicable		Clause Applicable				Clause Applicable		
Ionizing Radiation	Clause Applicable	Clause Applicable	Clause Applicable		Clause Applicable	Clause Applicable								
Lifting & Hoisting	Clause Applicable	Clause Applicable	Clause Applicable		Clause Applicable	Clause Applicable		Clause Applicable				Clause Applicable	Clause Applicable	Clause Applicable
Personal Protective Equipment	Clause Applicable	Clause Applicable	Clause Applicable		Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable		Clause Applicable	Clause Applicable	Clause Applicable
Product Stewardship			Clause Applicable				Clause Applicable	Clause Applicable						
Professional Driver Safety			Clause Applicable											
Safe Isolation – Lock Out Tag Out	Clause Applicable	Clause Applicable	Clause Applicable		Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable				Clause Applicable	Clause Applicable	
Security			Clause Applicable						Clause Applicable		Clause Applicable	Clause Applicable		
Vehicle Fitness			Clause Applicable	Clause Applicable							Clause Applicable			
Working at Height	Clause Applicable	Clause Applicable	Clause Applicable		Clause Applicable	Clause Applicable	Clause Applicable	Clause Applicable				Clause Applicable	Clause Applicable	Clause Applicable

Terms & conditions for the purchase of goods and services continued

Section VII - HSSE REQUIREMENTS

PART A

1 PURPOSE

1.1 Purpose of HSSE requirements schedule

- (a) This Section is intended to provide both mandatory HSSE requirements which CONTRACTOR GROUP must comply with in execution of SCOPE and minimum required elements for the management of HSSE risks.
- (b) In setting out requirements, COMPANY GROUP assumes no liability for CONTRACTOR's HSSE responsibilities.

2 ADDITIONAL DEFINED TERMS

Where used in this Section, the following capitalised words and expressions will have the following meanings. Other capitalized words in this Section have the meaning given to them in the DEFINITIONS AND INTERPRETATION Section of the CONTRACT.

ALARP: (As Low As Reasonably Practicable) meaning the point at which the cost (in time, money and effort) of further Risk reduction is grossly disproportionate to the Risk reduction achieved.

CONTRACT HSSE PLAN: a document prepared by CONTRACTOR which describes

how HSSE management is implemented for the CONTRACT SCOPE.

EMERGENCY RESPONSE: The activity of mitigating the consequences of an INCIDENT and facilitating the return to normal operations.

HAZARD: An agent with the potential to cause harm to people, damage to assets, or an impact on the environment or community.

HIGH POTENTIAL INCIDENT: An INCIDENT or near miss in which the potential consequence(s) could have resulted in

- (i) Permanent total disability, fatality or multiple fatalities
- (ii) Major or massive damage to asset, community, and/or environment.

HSSE MANAGEMENT SYSTEM (HSSE-MS): A documented system comprising the structure, practices, procedures, processes, resources and responsibilities that a business does to manage and meet its HSSE objectives.

INCIDENT: an unplanned event or chains of events that result or could result, as in the case of near misses, in injury or illness to people or damage to assets, the environment or reputation.

PERMIT TO WORK (PTW): a written system used to control and approve work and to communicate work requirements. It identifies the individuals who are responsible for specifying controls, verifying conditions at the work site authorising the work, and records by signature their understanding of these controls and duties.

3 COMPLIANCE WITH COMPANY GROUP WORKSITE REQUIREMENTS

3.1 Compliance with COMPANY GROUP worksite requirements:

- (a) In connection with performance of the CONTRACT, CONTRACTOR will adhere to the following requirements:
- (i) CONTRACTOR in performing SCOPE will conduct all activities in accordance with COMPANY HSSE-MS and the agreed risk management controls and recovery measures between CONTRACTOR and COMPANY, the elements of which are further detailed below.
 - (ii) Where CONTRACTOR identifies that there are risks associated with SCOPE which are not covered by the HSSE STANDARDS, or where CONTRACTOR concludes the HSSE STANDARDS may be inadequate, CONTRACTOR will

Terms & conditions for the purchase of goods and services continued

immediately notify COMPANY. CONTRACTOR will thereafter diligently work with COMPANY to agree on additional or revised HSSE STANDARDS prior to proceeding with the relevant part of the SCOPE.

4 HSSE MANAGEMENT SYSTEM (HSSE-MS)

4.1 CONTRACTOR's Obligation for an HSSE-MS

(a) CONTRACTOR will effectively implement the HSSE requirements provided by COMPANY. At COMPANY's request, and without limiting CONTRACTOR's obligations, CONTRACTOR will provide to COMPANY information documenting CONTRACTOR's implementation of the HSSE requirements for review by COMPANY.

4.2 General HSSE requirements to be implemented from the HSSE-MS

(a) CONTRACTOR will at all times demonstrate its commitment to HSSE and will ensure that all managerial and senior supervisory personnel of CONTRACTOR GROUP:

- (i) be mindful of HSSE risks;
- (ii) demonstrate visible HSSE leadership through communication, worksite visits, participation in HSSE activities, HSSE interventions, and feedback;

(iii) motivate, coach, and develop personnel in effective HSSE management; and;

(iv) hold individuals accountable to comply with HSSE STANDARDS and CONTRACTOR's own manuals, standards, rules and procedures.

(b) CONTRACTOR will establish and maintain the resources needed, including people, equipment, materials, information, and time, to implement COMPANY HSSE requirements and comply with APPLICABLE LAWS.

(i) CONTRACTOR will implement a competency assurance process that assures that all CONTRACTOR PERSONNEL have and maintain the HSSE competencies necessary to perform activities supporting performance of the CONTRACT.

(ii) CONTRACTOR will have a training programme for CONTRACTOR PERSONNEL that supports the management of the HSSE risks of the CONTRACT.

(iii) For activities determined to have high HSSE risks, CONTRACTOR will identify personnel responsible for implementing and managing HSSE

controls and recovery measures and the accompanying competency and assurance requirements. These will be subject to approval by COMPANY prior to the start of performance of SCOPE.

(c) CONTRACTOR will continuously manage the HSSE risks associated with the SCOPE and any changes to the SCOPE by means of a structured methodology following internationally recognised practices. The risk management activities will demonstrate that HAZARDS (and associated risks) are identified and where the HAZARD cannot be eliminated, the risks are managed to ALARP.

(i) CONTRACTOR's risk management activities will include:

(A) development of a list of all activities that will be used as a basis to determine the HSSE risks;

(B) development of a list of the HSSE HAZARDS of each identified activity;

(C) the assessment of the risk associated with the each identified activity in SCOPE, and applying the COMPANY risk assessment matrix (RAM);

Terms & conditions for the purchase of goods and services continued

- (D) a description of how each HAZARD will be controlled and the need for specific job hazard analysis when the normal procedures and controls are expected to be inadequate;
- (E) implementation of risk reduction measures to control or mitigate the HAZARD and its effects; and
- (F) planning for recovery in the event of a loss of control leading to an unacceptable effect.
- (d) CONTRACTOR will comply with:
- (i) COMPANY PERMIT TO WORK process to manage the risks of hazardous work;
- (ii) COMPANY'S Management of Change procedures; and
- (iii) COMPANY EMERGENCY RESPONSE plans, including those for medical emergencies and spills or releases to the environment to maintain preparedness.
- (e) CONTRACTOR will provide processes to select, maintain, test, inspect, calibrate, certify and verify performance of tools and equipment used for SCOPE, and ensure tools and equipment are operated within defined design and operating limits at all times. Processes to manage tools and equipment are performed at frequencies appropriate to the level of risk, and deviations from specified criteria are managed.
- (f) CONTRACTOR will ensure it has a fully implemented fitness to work process (including a Drugs and Alcohol policy) that assures that all CONTRACTOR PERSONNEL engaged in supply of SCOPE are medically and physically fit to perform work within SCOPE.
- (g) CONTRACTOR will report HSSE performance that meets the performance and monitoring requirements as communicated from time to time by COMPANY, including leading and lagging key performance indicators ("KPIs") as agreed between COMPANY and CONTRACTOR.
- (h) CONTRACTOR will take corrective action to improve HSSE performance that does not meet the KPIs agreed between CONTRACTOR and COMPANY.
- (i) CONTRACTOR will report all incidents, including near misses, to COMPANY.
- (j) CONTRACTOR will comply with COMPANY'S reporting requirements regarding INCIDENTS associated with the SCOPE and cooperate in all cases where COMPANY determines to investigate the INCIDENT. CONTRACTOR PERSONNEL will, at the request of COMPANY, attend and contribute to COMPANY'S INCIDENT investigation in a manner prescribed by COMPANY.
- (k) COMPANY may recommend and communicate corrective action arising from an INCIDENT investigation to CONTRACTOR and CONTRACTOR will be solely responsible to ensure that all relevant recommended actions are taken.
- (l) CONTRACTOR will periodically perform self-audits, reviews and inspections to determine the effectiveness of the various HSSE programs and initiatives. CONTRACTOR will also perform audits, reviews, and inspections on its SUBCONTRACTORS. CONTRACTOR will implement areas of improvement arising from CONTRACTOR audits, reviews and inspections. COMPANY has the right to review CONTRACTOR audits, reviews and inspections.
- (m) COMPANY will have the right to review CONTRACTOR'S compliance with the HSSE STANDARDS on a scheduled basis. These reviews may take place prior to commencement of the SCOPE, during its execution (e.g, at the conclusion of certain

Terms & conditions for the purchase of goods and services continued

major milestones), and at completion of the SCOPE. The reviews may include capability assessments, WORKSITE visits, document reviews, and CONTRACTOR PERSONNEL interviews.

(i) Implementation, monitoring and closure of action items from COMPANY reviews:

(A) CONTRACTOR will ensure that responses to non-compliance findings and areas of improvement from its own and COMPANY capability assessments, audits, inspections, and reviews are documented. CONTRACTOR will implement all recommendations from such capability assessments, audits, inspections, and reviews within time scales mutually agreed between COMPANY and CONTRACTOR.

(B) CONTRACTOR will develop and maintain an action tracking register for all recommendations resulting from both CONTRACTOR and COMPANY audit activities. The status of all actions in the action tracking register will be

monitored and reported as part of the monthly reporting cycle. The resolution of each recommendation will be documented in the action tracking register.

5 SUBCONTRACTOR MANAGEMENT REQUIREMENTS

5.1 Requirements for Subcontractor Management

(a) Where CONTRACTOR has received approval from COMPANY to SUBCONTRACT portions of the SCOPE, and without limiting CONTRACTOR liability, CONTRACTOR will have a documented process for the selection and management of SUBCONTRACTORS that ensures that any SUBCONTRACTOR engaged to perform any portion of the SCOPE complies with HSSE STANDARDS.

6 CONTRACT HSSE PLAN

6.1 Requirements for CONTRACT HSSE PLAN

(a) CONTRACTOR will submit the CONTRACT HSSE PLAN, applicable to the SCOPE, to COMPANY for approval, unless otherwise agreed by COMPANY. The CONTRACT HSSE PLAN will summarise the SCOPE and at a minimum, will include:

- (i) full incorporation of IOGP 459 Life Saving Rules, available at <https://www.iogp.org/life-savingrules/>;
- (ii) a description of the HSSE organisation and resources to support execution of the SCOPE to include competency and training requirements for CONTRACTOR PERSONNEL performing and managing high risk activities;
- (iii) HSSE risk assessment(s) and control and recovery measures for execution of SCOPE activities (including SUBCONTRACTOR SCOPE);
- (iv) a monitoring and reporting plan, regularly reviewed with the COMPANY, that enables the COMPANY to verify the implementation of the CONTRACT and CONTRACT HSSE PLAN and ensure they are effective at managing the risks;
- (v) a process to identify and mitigate performance gaps against the CONTRACT HSSE PLAN with COMPANY agreement on gap closure plans; and

Terms & conditions for the purchase of goods and services continued

- (vi) a process to identify and regularly review with the COMPANY any agreed leading and lagging HSSE key performance indicators (KPIs) and any other management data required to be collected in performance of the SCOPE.
- 6.2 CONTRACTOR responsibilities for CONTRACT HSSE PLAN**
- (a) CONTRACTOR will revise the CONTRACT HSSE PLAN as and when required, including upon addition of any SCOPE not covered by the original CONTRACT HSSE PLAN. If at any time the CONTRACT HSSE PLAN is considered by either COMPANY or CONTRACTOR to be inadequate in practice, CONTRACTOR will revise the CONTRACT HSSE PLAN accordingly. All revisions to the CONTRACT HSSE PLAN must be approved by COMPANY prior to implementation.
- (b) CONTRACTOR is solely responsible for implementing the CONTRACT HSSE PLAN, communicating its relevant parts, including subsequent revisions, to CONTRACTOR PERSONNEL and requiring CONTRACTOR PERSONNEL to comply with the CONTRACT HSSE PLAN.
- (c) CONTRACTOR will include SUBCONTRACTOR activities in the CONTRACT HSSE PLAN.
- 7 SCOPE SPECIFIC HSSE REQUIREMENTS - PART B**
- 7.1 Requirements for CONTRACTOR**
- (a) **Cleaning of Storage Tanks**
- (i) CONTRACTOR will apply the hierarchy of control as follows:
- (A) minimise the need for, or reduce the frequency of, tank cleaning;
- (B) use online cleaning methods (while tank is in operation) that do not require the opening of, or entry into, tanks;
- (C) use mechanical cleaning options that do not require people to enter tanks; and
- (D) allow personnel entry and manual cleaning of tanks where supported by a documented risk assessment, with reference to the Confined Space Work provision of the HSSE STANDARDS.
- (ii) CONTRACTOR will establish and maintain procedures for tank cleaning in accordance with internationally recognised standards that include:
- (A) pre-cleaning inspection to assess the tank contents and roof condition;
- (B) precautions during gas freeing to include vehicle and personnel access restrictions, control of ignition sources, and weather conditions; and
- (C) emergency response arrangements during tank cleaning.
- (iii) CONTRACTOR will apply PERMIT TO WORK requirements for all tank cleaning. CONTRACTOR will recognise, as a minimum, the HAZARDS of:
- (A) fire and explosion;
- (B) toxic substances and asphyxiation;
- (C) static electricity due to steam and water jetting and grit blasting; and
- (D) pyrophoric scale.
- (b) **Confined Space Work**
- (i) CONTRACTOR will identify Confined Space Work (CSW) and implement

Terms & conditions for the purchase of goods and services continued

- procedures to manage the risk of CSW that:
- (A) describe local requirements, responsibilities, competence, and monitoring; and
 - (B) must be controlled by PERMIT TO WORK and include a job-specific risk assessment and identification of controls as part of planning the SCOPE.
- (ii) CONTRACTOR will inform CONTRACTOR PERSONNEL of the existence and HAZARDS of confined spaces.
- (iii) CONTRACTOR will reduce risk by applying the following hierarchy of controls:
- (A) eliminate the need for CSW;
 - (B) avoid the need for respiratory protection or skin protection for CSW by eliminating or minimising flammable, toxic, asphyxiant, or other HAZARDS through emptying, flushing, clearing, and ventilating, and avoid the need for hearing protection, fall protection, lifelines, or other types of personal protective equipment
- by removing or controlling HAZARDS; and
- (C) specify respiratory protection or other protective equipment and apply working methods that reduce the exposure time of people in the confined space.
- (iv) CONTRACTOR will:
- (A) verify that the confined space is isolated from all potential sources of hazardous material and energy, including radiation; and
 - (B) use isolation points as close as possible to the confined space, in line with the Safe Isolation - Lock Out Tag Out provision of the HSSE STANDARDS.
- (v) CONTRACTOR will verify that atmospheric conditions meet the following criteria before entry, and are maintained throughout the work:
- (A) Oxygen %
 - (I) Without Respiratory Protection: 20 to max. 21.5
 - (II) With Respiratory Protection: >16 to max. 21.5
 - (III) Inert Entry: <4
- (vi) CONTRACTOR will ensure that:
- (B) Toxics
 - (I) Without Respiratory Protection: < ½ Occupational Exposure Limit
 - (II) With Respiratory Protection: < level that is Immediately Dangerous to Life or Health
 - (III) Inert Entry: Not applicable
 - (C) Flammables % of Lower Flammable Limit
 - (I) Without Respiratory Protection: Not detectable (<1)
 - (II) With Respiratory Protection: <10 For hot work - not detectable
 - (III) Inert Entry: <10

Terms & conditions for the purchase of goods and services continued

- (A) an authorised person for gas testing carries out the gas test before the PERMIT TO WORK is issued; and
 - (B) the test results are documented and provided with the PERMIT TO WORK.
- (vii) CONTRACTOR will ensure that the authorised person for gas testing:
- (A) repeats the test at a frequency sufficient to verify that occupants in the confined space are protected from atmospheric HAZARDS; and
 - (B) investigates any deviation in the oxygen level or in the contaminant level of toxics or flammables, and assess risks and take appropriate action.
- (viii) CONTRACTOR will allow entry into confined spaces, with respiratory protection, only when the source, nature, and concentration of the hazardous atmosphere are understood, and when an authorised person has:
- (A) approved the selection of respiratory protection.
 - (B) verified the quality of air supplied from bottles, compressors, or ventilators.
 - (C) CONTRACTOR agrees that if contaminants or heat in the confined space can affect entrants' health, CONTRACTOR will:
 - (ix) provide a plan for ventilation or other controls prior to entry;
 - (A) list the controls with the PERMIT TO WORK;
 - (B) verify that the controls are put in place; and
 - (C) not use oxygen or oxygen-enriched air to ventilate a confined space.
 - (x) CONTRACTOR will include in the PERMIT TO WORK the controls required to manage the risks from any energy sources used inside the confined space.
 - (A) If electrical equipment is needed inside the confined space (e.g. lighting), CONTRACTOR will use low voltage equipment if available. If low voltage equipment is not available, an earth leakage current device or ground fault circuit interrupter must be used to protect entrants against electric shock.
- (xi) CONTRACTOR will verify that lighting in the confined space allows entrants to see well enough to work safely and to exit the space quickly in an emergency.
- (xii) CONTRACTOR will establish a rescue plan for recovering people from the confined space, and ensure that all equipment and other resources needed for a rescue are readily available whenever people are in the confined space.
- (xiii) CONTRACTOR will indicate the entry points to be used and barricade or use signs at all other openings to prevent unauthorised entry.
- (xiv) CONTRACTOR will station an attendant outside the confined space.
- (xv) CONTRACTOR will:
 - (A) verify that the attendant is present at all times while entrants are in the confined space; and

Terms & conditions for the purchase of goods and services continued

- (B) before people enter the confined space, establish effective means of communication between the people inside the confined space, the attendant outside, and the control room or the emergency response team.
- (xvi) CONTRACTOR will prevent unauthorised entry and take action if conditions change, including:
- (A) maintaining a record of numbers and names of people in the confined space;
 - (B) monitoring the confined space from outside at all times while entrants are inside, and maintaining communication with the entrants;
 - (C) stopping any ongoing work and evacuating the confined space if ventilation systems fail, contaminants exceed agreed limits, conditions become unsafe, or other emergencies at the site require evacuation;
 - (D) activating the emergency response team in the event of emergency; and
- (E) refraining from attempting a rescue unless it is conducted as defined in the rescue plan.
- (c) **Electrical Safety**
- (i) CONTRACTOR will use only authorised persons to work on electrical equipment in line with the qualification and authorisation process within the agreed upon electrical safety rules.
 - (ii) CONTRACTOR will use equipment or work instructions that manage ignition sources caused by electrical equipment or static electricity in classified areas by:
 - (A) managing the selection, installation and inspection/maintenance of electrical equipment in classified areas; and
 - (B) using equipment and work practices that manage static electricity.
 - (iii) CONTRACTOR will manage work on or near electrical equipment and provide safe isolation through the following:
 - (A) provide PERMIT TO WORK for electrical work that could expose CONTRACTOR PERSONNEL to harmful electrical energy as specified by the electrical safety rules;
- (B) de-energise and isolate equipment as required in the Safe Isolation - Lock Out, Tag Out provision, as set out in the CONTRACT, or if not set out in the CONTRACT, as required by COMPANY;
- (C) verify that there is no voltage and, when required, using earthing, physical barriers, protective equipment, special tools, or other controls to prevent harm to personnel when it is not possible to de-energise equipment;
- (D) obtain signed authorisation from an authorised person designated by the electrical safety rules for switching, testing, and working on electrical equipment; and
- (E) control work, equipment near underground and overhead electrical HAZARDS to prevent contact with energised lines or equipment.

Terms & conditions for the purchase of goods and services continued

- (iv) CONTRACTOR will control electrical work in design and construction by:
 - (A) providing a mutually agreed upon system to review and approve the design, installation, and bringing into service of permanent or temporary electrical systems and facilities;
 - (B) obtaining COMPANY approval whether newly constructed electrical equipment may be connected to COMPANY electrical power distribution and generation systems; and
 - (C) verifying that electrical drawings are provided and maintained.
- (d) **Hot Work**
 - (i) CONTRACTOR will apply the following hierarchy of controls:
 - (A) carry out the work outside the classified area when the classified area is free of flammable materials;
 - (B) eliminate ignition sources by selecting alternative work methods or equipment; and
 - (ii) CONTRACTOR will inspect, and maintain equipment to be used as a control for Hot Work in classified areas.
 - (iii) CONTRACTOR will manage Hot Work through PERMIT TO WORK requirements.
 - (iv) CONTRACTOR will:
 - (A) confirm that equipment that could contain flammable materials is gas free and isolated in line with the requirements of the Safe Isolation - Lock Out Tag Out provision of the HSSE STANDARDS before the work begins;
 - (B) inspect the work area and adjacent areas, and clear them of flammable materials and combustible materials; and
 - (C) have an authorised person for gas testing establish that the work area and adjacent areas are free of flammable materials.
- (v) CONTRACTOR will test the atmosphere frequently enough to establish that the area remains free of flammable materials.
 - (A) CONTRACTOR will stop the work and investigate any exceedance of flammable gas limits; and
 - (B) take corrective action before restarting work.
- (vi) CONTRACTOR will, when required by the PERMIT TO WORK, maintain a fire watch who is in direct communication with CONTRACTOR PERSONNEL performing the Hot Work.
- (e) **Ionising Radiation**
 - (i) CONTRACTOR will apply the following hierarchy of control for work with sealed and unsealed radioactive sources and generation devices:
 - (A) use alternative non-radioactive applications where practicable;
 - (B) minimise the strength of sources and energy from devices selected for use; and

Terms & conditions for the purchase of goods and services continued

- (C) minimise the time that sources are on the location and remove when not in use.
- (ii) CONTRACTOR will appoint an individual (e.g. a radiation protection officer) at the WORKSITE who is competent in radiation matters to be responsible for establishing and maintaining detailed radiation procedures (Radiation Procedures) which include:
- (A) protective measures to keep exposures below dose limits.
- (B) provision of a secure, lockable source store with managed access to keys.
- (C) a system to identify, track and record details of all sources on the location; and.
- (D) methods to minimise radioactive waste generated.
- (iii) The radiation procedures for work with Naturally Occurring Radioactive Material (“NORM”), the procedures will include the following:
- (A) methods to minimise NORM generated, such as scale inhibition, and to move work with NORM to specialist premises where practicable;
- (B) methods to identify locations, areas of plant and equipment that may be contaminated with NORM;
- (C) testing of potentially contaminated equipment for NORM before work begins and when potentially contaminated surfaces become accessible;
- (D) protective measures when handling NORM or NORM-contaminated equipment;
- (E) methods to minimise environmental impact of disposal routes; and
- (F) a system to record locations and activities of NORM encountered, names of staff involved in work with NORM, and amounts, activities, and disposal routes of NORM disposed.
- (f) **Lifting and Hoisting**
- (i) CONTRACTOR will establish competence assurance for people in HSSE CRITICAL POSITIONS who supervise or perform lifting and hoisting operations and who inspect and maintain lifting equipment.
- (ii) CONTRACTOR will apply procedures that are approved by a COMPANY subject matter expert for lifting and hoisting, which must include the following:
- (A) for routine lifts, develop general lifting procedures that identify and control the HAZARDS;
- (B) for all non-routine lifts, assign the authorised person for the lifting and hoisting operation, and the individual in charge of the lift;
- (C) for non-routine simple lifts, conduct a specific job hazard analysis to define the lift plan, assess site factors to define logistics, crane stability, and radius of operation, and assess load factors to define load integrity and stability; and
- (D) for non-routine complex lifts, appoint a CONTRACTOR subject matter expert for lifting and hoisting to establish the lifting

Terms & conditions for the purchase of goods and services continued

- plan, assess site factors to define logistics, crane stability, and radius of operation, assess load factors to define load integrity and stability, provide the requirements for lifting of personnel, and provide the requirements for performing blind lifts.
- (iii) CONTRACTOR will ensure that equipment to be used for lifting and hoisting is:
- (A) inspected and maintained in line with the manufacturer's recommendations;
- (B) certified; and
- (C) used only for its intended purpose and within its designed operating limits.
- (iv) CONTRACTOR will manage non-routine lifting and hoisting in line with the issued PERMIT TO WORK for the specific activity.
- (v) CONTRACTOR will check the lifting and hoisting equipment before all lifts and confirm that:
- (A) equipment is suitable for its intended purpose; and
- (B) safety devices are installed and operational.
- (vi) CONTRACTOR will confirm that required controls are in place and the lift is carried out as per the applicable lift procedure.
- (vii) CONTRACTOR will keep people clear of overhead loads and areas of potential impact.
- (viii) CONTRACTOR will assign a flagman when moving cranes near overhead electrical lines, reversing, or manoeuvring in an area with plant, machinery, or personnel.
- (g) **Personal Protective Equipment**
- (i) CONTRACTOR will apply the following hierarchy of control to manage personal protective equipment use:
- (A) eliminate the HAZARD or exposure;
- (B) substitute materials or equipment to reduce the hazard or exposure;
- (C) use engineering control of the HAZARD or exposure;
- (D) use procedural control of the HAZARD or exposure; and
- (E) use personal protective equipment.
- (ii) CONTRACTOR will verify that personal protective equipment remains effective when the HAZARD, exposure, or controls change.
- (iii) CONTRACTOR will establish and maintain a procedure to manage the use of personal protective equipment. In particular, CONTRACTOR will:
- (A) document the arrangements for people to have fitness evaluation prior to the use of respiratory protection in line with the requirements in the Fitness To Work provision, as set out in the CONTRACT, or if not set out in the CONTRACT, as required by COMPANY; and
- (B) specify:
- (I) where and when personal protective equipment must be used;
- (II) the types of personal protective equipment to be used;

Terms & conditions for the purchase of goods and services continued

- (III) methods for making people aware of when and where personal protective equipment must be used;
- (IV) how people are fitted for personal protective equipment;
- (V) how people are trained to put on and use personal protective equipment and trained in the limitations of its use; and
- (VI) how to issue, inspect, maintain, store, and replace personal protective equipment.

(h) **Safe Isolation – Lock Out Tag Out**

- (i) CONTRACTOR will protect people from energy and hazardous substances by isolating equipment, locking movable isolation devices, and placing a tag at each point of isolation.
- (ii) CONTRACTOR will establish and maintain isolation and lock out tag out procedures that specify:

- (A) the authorised persons for isolating, locking out and tagging out equipment;
- (B) the types of work that need to be managed by lock out and tag out and the methods of isolation;
- (C) how to place and remove locks and tags at each point of isolation and how to manage locks and keys;
- (D) the additional controls required and how to use tags on valves instead of locks downstream of unit (battery limit) isolation blinds;
- (E) the additional controls to maintain an equivalent level of protection when the person who placed a lock or tag is not available to remove it; and
- (F) the tests to prove that isolation is complete.

- (iii) CONTRACTOR will, for work not classified as short duration work, apply the following hierarchy of control for isolation:

- (A) remove equipment from HAZARDS, or create an air gap or physical break to prevent the HAZARD from affecting people;
- (B) isolate equipment from HAZARDS using a solid physical barrier. Blinding is the minimum isolation requirement for confined space entry and for work covered by the requirements in the Hot Work provision, of the HSSE STANDARDS; and
- (C) move to the safe position and lock movable devices, electrical circuit breakers, and valves that isolate HAZARDS.
- (iv) When applying the hierarchy of control from the previous paragraph to isolate electrical equipment, CONTRACTOR will verify that electrical back-feed is not possible. When applying the hierarchy of control from the previous paragraph for valves, two valves must be closed and a drain opened between them (double block and bleed), or if a single valve is used, verify that it provides isolation, and provide at least one additional control (such as personal protective equipment). Where the

Terms & conditions for the purchase of goods and services continued

single valve is the barrier to an acute toxic substance, a pressure greater than four bar, a material above its flash point or a material above 60°C (Celsius), this method of control can only be used to install a blind.

- (v) For work not classified as short duration work and where all the elements in the hierarchy of control cannot be applied, CONTRACTOR will:
 - (A) include a requirement to undertake a risk assessment to identify alternative controls;
 - (B) after a risk assessment is in place, approve any variance from the hierarchy of control or delegate the authority for approval of the variance.
 - (C) when delegating the authority to approve a variance, verify that the delegate obtains additional approval of another independent, authorised person.
 - (D) approve single-valve process isolations only when it is proven that the system is de-pressurized prior to intrusive

work being performed (zero energy check).

- (vi) Before executing short duration work, CONTRACTOR will verify that a:
 - (A) zero-energy check has been performed and a zero energy condition is confirmed;
 - (B) single operating and/or maintenance team is involved (i.e. no handover or shift change to a new team is involved, and the WORKSITE is not left unattended) while the system is isolated; and
 - (C) documented and approved risk assessment shows single valve process isolation to be a safe alternative to full application of the hierarchy of control.
- (vii) For all work covered by Safe Isolation Lock Out Tag Out, CONTRACTOR will apply a PERMIT TO WORK and an isolation list to manage work and to identify every point where locks and tags are to be applied.
- (viii) CONTRACTOR will manage isolation, placement, and removal of locks and tags by:

- (A) shutting down equipment and removing or draining any reserve of stored energy;
- (B) isolating equipment from HAZARDS by either disconnecting equipment or installing or operating isolation devices as close as possible to the equipment being worked on;
- (C) installing blinds or placing locks and completed tags at isolation points to make it clear to anyone who wants to use or work on the equipment that it is isolated;
- (D) using locks and tags that are readily identifiable as being used only for isolation, identifying the person who placed the lock and tag and the time the tag was placed, and ensuring the locks and tags are weatherproof and secure enough to prevent unauthorised or inadvertent removal;
- (E) verifying that all isolation valves remain in full sight and are under the exclusive

Terms & conditions for the purchase of goods and services continued

- management of the team installing the blinds when using isolation tags without locks to install blinds.
- (F) verifying that the equipment is properly isolated and that no stored energy or HAZARDS remain;
- (G) when the work is complete, telling affected people about the plans to remove isolation and put equipment back in service;
- (H) verifying that each person removes their individual lock, and the individuals authorised remove the tags following an agreed plan; and
- (I) telling affected people what equipment has been put back in service.
- (ix) CONTRACTOR will ensure that CONTRACTOR PERSONNEL engaged in Safe Isolation - Lock Out Tag Out:
- (A) always retain keys used for isolation in their sole possession unless otherwise required by a group lock out tag out procedure;
- (B) do not remove a lock or tag placed by someone else unless authorised to do so by the Lock Out Tag Out procedure;
- (C) do not operate or energise a device that is locked or tagged;
- (D) advise the person named on the tag, or the supervisor, of any tag that has fallen off, or has been misplaced; and
- (E) remove and return tags as specified by the Lock Out Tag Out procedure.
- (i) **Working at Height**
- (i) CONTRACTOR will determine if the work can be done in a way that better controls the risk of a fall by applying the following hierarchy of controls:
- (A) eliminate the work at height;
- (B) work from a permanent work platform with guardrails and toe boards;
- (C) work from a temporary work platform (scaffold) or mobile work platform with guardrails, and assess the HAZARDS of installing, operating or maintaining the work platform when deciding whether it is reasonably practicable; and
- (D) use personal fall-protection equipment (this includes industrial rope access techniques).
- (ii) CONTRACTOR will ensure CONTRACTOR PERSONNEL:
- (A) inspect, maintain or repair fall protection equipment;
- (B) inspect, maintain or repair ladders;
- (C) use fall protection equipment;
- (D) construct, or inspect temporary work platforms; and
- (E) perform work using rope access techniques and equipment.
- (iii) Before using chain or rope ladders, CONTRACTOR will verify that all other means of accessing the WORKSITE have been discounted as not reasonably practicable. CONTRACTOR will ensure that chain and rope ladders will only be used with an inertia fall arrestor.

Terms & conditions for the purchase of goods and services continued

- (iv) CONTRACTOR authorised person who inspects fall protection equipment and ladders is responsible for conducting periodic inspections in line with manufacturers' recommendations. Fall protection equipment and ladders that fail inspection will not be used.
- (v) CONTRACTOR PERSONNEL who gain access to and work at height are required to:
 - (A) Visually inspect fall protection equipment and ladders before each use.
 - (B) Wear personal fall protection equipment and be tied off at all times while moving to and from the work at height, moving at height, and moving at height within 6 feet or 1.8 metres of a flat roof or platform edge without a guardrail, or moving at height on any pitched roof regardless of proximity to the edge.
 - (I) Verify that anchor points meet Internationally Recognised Standards or APPLICABLE LAWS, as appropriate, before starting work.
- (II) Use a fit-for-purpose harness and lanyard to tie off personal fall protection equipment to an acceptable anchor point.
- (III) Climbing up and down ladders less than 20 feet or 6.1 metres is allowed without the use of personal fall protection equipment.
- (C) Use three points of contact when climbing up and down ladders.
- (D) Use a ladder climbing safety device when climbing up or down uncaged ladders when these are 20 feet or 6.1 metres or longer.
- (vi) CONTRACTOR will build, operate, inspect, and maintain scaffolds, or use mobile work platforms, and equipment for lifting people (e.g. winches, basket transfer equipment) in line with internationally recognised standards, i.e.:
 - (A) whenever reasonably practicable, build ladders within the structure of multilevel scaffolds to minimise the potential fall distance;
 - (B) when it is not reasonably practicable to build a ladder within the scaffold, and the potential fall distance is greater than 20 feet or 6.1 meters, use a ladder-climbing device such as an inertia reel fall arrestor;
 - (C) tie off as required per accepted practices for work at height, equipment design, or manufacturer recommendations.
- (vii) CONTRACTOR PERSONNEL who plan or are involved in emergency response will determine the method(s) used to rescue people who have fallen, are suspended in a harness and could develop suspension trauma
- (j) **Health Hazard Management**
 - (i) If required by COMPANY, CONTRACTOR will conduct a Health Risk Assessment (HRA) as prescribed by COMPANY.

Terms & conditions for the purchase of goods and services continued

- (ii) CONTRACTOR will verify that health risks have been identified and assessed and that controls and recovery measures in line with risk management have been implemented and maintained.
- (iii) CONTRACTOR will verify that health risks, controls, and recovery measures are understood by impacted people.
- (iv) CONTRACTOR will review the contents of the HRA when existing operations are changed in a way that would change the health HAZARDS or reduce the effectiveness of controls and recovery measures.
- (v) CONTRACTOR, if required by COMPANY, will perform and approve the HRA, including:
- (A) recording the HRA in oneHealthIT or an equivalent system;
 - (B) assessing and documenting gaps in controls and recovery measures; and
 - (C) providing the results of the HRA to relevant stakeholders.
- (vi) CONTRACTOR will implement and maintain controls and recovery
- measures in the work environment as documented in the HRA.
- (vii) CONTRACTOR will manage occupational exposure to health HAZARDS to whichever of the following is lower, either:
- (A) Occupational Exposure Limits set by APPLICABLE LAW or regulations; or
 - (B) COMPANY Occupational Exposure Limits, shown below
 - (I) **COMPANY Occupational Exposure Limits for Chemical Hazards:**
Benzene
Chemical Abstracts: 71-43-28-
hour time-weighted average: 0.5 ppm or 1.6 mg/m³
15-minute short term exposure limit: 2.5 ppm or 8 mg/m³
 - (II) **COMPANY Occupational Exposure Limits for Chemical Hazards:**
Ethylene Oxide
Chemical Abstracts: 75-21-8
- 8-hour time-weighted average: 1 ppm or 1.8 mg/m³
15-minute short term exposure limit: -
- (III) **COMPANY Occupational Exposure Limits for Chemical Hazards:**
Isoprene
Chemical Abstracts: 78-79-5
8-hour time-weighted average: 10 ppm or 28 mg/m³
15-minute short term exposure limit: 50 ppm or 140 mg/m³
- (IV) **COMPANY Occupational Exposure Limits for Chemical Hazards:** Man-Made Vitreous Fibres (MMVFs) (Refractory Ceramic Fibres)
Chemical Abstracts: -
8-hour time-weighted average: 0.5 fibre/ml
15-minute short term exposure limit: -
- (V) **COMPANY Occupational Exposure Limits for**

Terms & conditions for the purchase of goods and services
continued

	<p>Chemical Hazards: MMVFs (Fibreglass, Mineral Wool)</p>	<p>(D) testing; and (E) disciplinary measures.</p>	<p>(B) overtime resulting in working hours exceeding 12 hours more than once per month;</p>
	<p>Chemical Abstracts: - 8-hour time-weighted average: 1.0 fibre/ml 15-minute short term exposure limit: -</p>	<p>(ii) CONTRACTOR will establish and maintain procedures to implement the alcohol and drugs policy. (iii) CONTRACTOR will establish and maintain procedures for alcohol and drugs that include:</p>	<p>(C) overtime or call-outs resulting in more than 16 working hours in one calendar day; (D) shift work or call-outs at any time between 22:00 and 06:00, including shifts that start during or extend into this period;</p>
	<p>(VI) COMPANY Occupational Exposure Limits for Biological Hazards: Legionella Liquid Sample Result: 100 CFU/ml</p>	<p>(A) design of alcohol and drugs testing; (B) treatment and rehabilitation programme; and (C) reintegration of employees into the workplace.</p>	<p>(E) day-to-day changes to shift start times that are a change of more than three hours; (F) more than 28 days of consecutive work without at least 24 hours of continuous time-off.</p>
	<p>(VII) COMPANY Occupational Exposure Limits for Physical Hazards: Noise 8-hour limit: 85 dB(A) Peak Exposure Limit: 140 dB(C)</p>	<p>(iv) CONTRACTOR will implement the alcohol and drugs policy and procedures.</p>	
		<p>(I) Fatigue Risk Management</p>	
<p>(k) Alcohol and Drugs</p> <p>(i) CONTRACTOR will establish an alcohol and drugs policy that includes:</p> <p>(A) standards of behaviour required by COMPANY;</p> <p>(B) awareness training;</p> <p>(C) rehabilitation;</p>		<p>(i) CONTRACTOR will identify and record any HSSE critical positions where one or more of the situations covered below occur or may occur</p> <p>(A) a planned shift length, excluding overtime and handovers, greater than 12 hours within a 24-hour period;</p>	<p>(ii) CONTRACTOR will establish and maintain a fatigue risk management plan for HSSE critical positions identified under this provision. (iii) CONTRACTOR will provide fatigue risk management awareness training for supervisors who are in roles that apply the fatigue risk management plan. (iv) CONTRACTOR will include consideration of the potential</p>

Terms & conditions for the purchase of goods and services continued

contribution of the risk of fatigue when investigating significant and HIGH POTENTIAL INCIDENTS, as applicable.

- (v) CONTRACTOR will make individuals in identified HSSE critical positions aware of the risks of fatigue associated with lack of time off for sleep.

(m) **Fitness to Work**

- (i) CONTRACTOR will identify all job tasks requiring evaluation of fitness to work, including evaluations for the following job tasks:

- (A) aircraft refuelling;
- (B) catering, preparing, or handling unwrapped foods ready for consumption;
- (C) expatriate assignments including long and short term international assignments and international commuter assignments;
- (D) fire-fighting and rescue team member work;
- (E) frequent business travel;
- (F) crane operator work;

(G) professional driver work;

(H) remote location work; and

(I) use of respiratory protection that requires a tight seal to protect the user.

- (ii) CONTRACTOR will review the health risk assessment, and documented demonstration of ALARP to identify any other job tasks that require fitness to work evaluation.

(iii) CONTRACTOR will, with human resources professionals, define and apply a process to manage CONTRACTOR PERSONNEL who have been determined to be unfit for a required task.

(A) CONTRACTOR will include, and provide employees with access to an appeal process associated with fitness to work.

(B) CONTRACTOR will, where permitted by APPLICABLE LAWS, include a requirement that CONTRACTOR PERSONNEL advise their supervisor or health professional designated by CONTRACTOR of a change in their physical or psychological capacity for work.

(iv) CONTRACTOR will verify that CONTRACTOR PERSONNEL identified by this provision as having fitness for work requirements complete fitness to work evaluations.

(A) CONTRACTOR will designate CONTRACTOR PERSONNEL having fitness for work requirements unfit for the task until the fitness to work evaluations are completed and that person is deemed fit.

(v) CONTRACTOR will identify any CONTRACTOR PERSONNEL who may not be fit for work and only assign work to CONTRACTOR PERSONNEL who are fit for the work.

(A) CONTRACTOR will refer CONTRACTOR PERSONNEL to a health professional designated by CONTRACTOR when there is a concern about the individual's fitness to work, or before any CONTRACTOR PERSONNEL returns to work following an injury or illness that could affect fitness for work.

(vi) CONTRACTOR will review any work restrictions provided by the health professional and subsequently

Terms & conditions for the purchase of goods and services continued

approve changes in work assignment or return to work of any CONTRACTOR PERSONNEL.

- (vii) CONTRACTOR will establish protocols and set criteria for evaluations for fitness to work.
- (viii) CONTRACTOR will maintain a process for CONTRACTOR PERSONNEL to appeal against the results of the fitness to work evaluation.

(n) **PRODUCT STEWARDSHIP**

(i) **PRODUCT STEWARDSHIP Definitions**

(A) For purposes of this Article, the following definitions apply:

- (I) **HAZARD LABELS:** Labels that contain information concerning hazards of a PRODUCT based on Globally Harmonized System of Classification and Labelling of Chemicals (GHS) and/or local regulatory requirements, which is affixed to, printed on, or attached to the immediate container of a Product, or to the outside packaging. Each

HAZARD LABEL must have the following information from the SAFETY DATA SHEETS: Product Name, Key Hazards, and Pictograms.

- (II) **PRODUCTS:** Refers to any goods, materials, products and equipment provided or utilized in connection with the SCOPE in which a SAFETY DATA SHEET is required by APPLICABLE LAW.

- (III) **PRODUCT STEWARDSHIP:** Responsible management and minimization of the health, safety and environmental impacts of any PRODUCTS provided or utilized in connection with the SCOPE.

- (IV) **SAFETY DATA SHEETS:** A document that is intended to provide sufficient comprehensive

information about a Product to allow impacted Stakeholders (e.g. customers, employers, Contractors and authorities) to obtain concise, relevant and accurate information with respect to the Hazards, uses and controls that exist to manage Hazards and Risks. While there have been some differences in existing industry recommendations and country specific regulatory requirements around SDS content, adoption of Globally Harmonized System of Classification and Labelling of Chemicals (GHS) revisions/building blocks and cut-off limits, and the ISO 11014 standard, has specified 16 sections.

(ii) **General PRODUCT STEWARDSHIP obligations**

- (A) Prior to performance of SCOPE and as early as practicable,

Terms & conditions for the purchase of goods and services continued

- CONTRACTOR will provide to COMPANY all SAFETY DATA SHEETS and other applicable written information regarding the PRODUCTS pertaining to safety, environment, and health hazards for COMPANY to disseminate individuals within COMPANY GROUP, OTHER CONTRACTORS and third parties that may require it under APPLICABLE LAW and COMPANY policy.
- (B) CONTRACTOR will coordinate with COMPANY to provide and maintain a current listing of all PRODUCTS and quantities at the COMPANY WORKSITE for inventory reporting, where required by APPLICABLE LAW and COMPANY policy.
- (C) CONTRACTOR will provide updated SAFETY DATA SHEETS to COMPANY without delay in the event of material changes to the HAZARD or control measures required for safe PRODUCT management.
- (D) Prior to performance of SCOPE and as early as practicable, CONTRACTOR and COMPANY will ensure SAFETY DATA SHEETS, associated risk assessments, controls and recovery measures for PRODUCTS are readily available to all individuals who may be exposed to PRODUCTS, including COMPANY GROUP, CONTRACTOR GROUP, OTHER CONTRACTORS, and third parties (i.e. any individual who may be exposed).
- (E) Prior to performance of SCOPE and as early as practicable, CONTRACTOR will provide any additional regulatory or technical information including Globally Harmonized System for Classification and Labelling (“GHS”) HAZARD classifications of PRODUCTS and applicable components, subject to COMPANY’s reasonable accommodations for intellectual property or trade secret considerations.
- (F) CONTRACTOR warrants that each and every PRODUCT sold to COMPANY, transferred by CONTRACTOR to COMPANY, or utilized in connection with the SCOPE and is required or permitted to be reported for the inventory of PRODUCT under APPLICABLE LAWS and HSSE STANDARDS has been reported either by CONTRACTOR, or by others, to the appropriate authorities without restriction (e.g. low volume exemption, extension of assessment, or other limitations). CONTRACTOR will notify COMPANY immediately in writing of any inventory listing deficiencies, along with the plans, including timing, to resolve those deficiencies.
- (G) An appropriate HAZARD LABELING, as and if required by law, will precede or accompany each shipment of PRODUCT. Further, CONTRACTOR shall send to COMPANY updated SAFETY DATA SHEETS and HAZARD LABELING as required by APPLICABLE LAWS.
- (H) COMPANY will have reciprocal obligations where applicable.
- (iii) **Additional PRODUCT STEWARDSHIP obligations when CONTRACTOR selects PRODUCTS for COMPANY or CONTRACTOR use on WORKSITES.**

Terms & conditions for the purchase of goods and services continued

Prior to performance of SCOPE, CONTRACTOR will:

- (A) Provide COMPANY with a preliminary risk assessment per HSSE STANDARDS, which includes, but is not limited to:
 - (B) Intrinsic hazards of the PRODUCTS, and;
 - (C) Potential exposure to the selected PRODUCTS.
 - (D) Ensure that all PRODUCTS are approved for use by COMPANY and required controls and recovery measures implemented prior to mobilization to WORKSITE.
- (iv) **Additional PRODUCT STEWARDSHIP obligations where CONTRACTOR is supplying PRODUCTS for use in manufacturing, rebranding, or any end-product for sale by COMPANY.**
- (A) Additional PRODUCT STEWARDSHIP obligations where CONTRACTOR is supplying PRODUCTS for use in manufacturing, rebranding, or any end-product for sale by COMPANY. COMPANY shall provide CONTRACTOR with a

SAFETY DATA SHEET and other HSE related PRODUCT information which relates to the safe conduct of the manufacturing and/or packaging operations to be conducted by CONTRACTOR. When and as such information becomes available, COMPANY shall promptly update such information pertinent to the manufacture and/or packaging of the PRODUCT.

- (B) Where CONTRACTOR manufactures or imports chemicals, CONTRACTOR shall comply with APPLICABLE LAWS and HSSE STANDARDS on evaluating and classifying PRODUCTS. All substances supplied by CONTRACTOR shall have been pre-registered / registered in accordance with APPLICABLE LAWS and HSSE STANDARDS, with any chemical application requirements under the CONTRACT exposure scenarios also included in the registration process.

(o) **Professional Driver Safety**

- (i) (a) CONTRACTOR will ensure the following for CONTRACTOR PERSONNEL who are employed primarily to drive vehicles ("PROFESSIONAL DRIVER") and drive in the performance of SCOPE:
 - (A) meet the driver requirements of this Article of this Part B on Driver Safety;
 - (B) to drive heavy goods vehicles and where permitted by APPLICABLE LAWS, be at least 21 years old and have at least three years' experience driving the type of vehicle concerned;
 - (C) to drive buses or minibuses in road safety high risk countries and where permitted by APPLICABLE LAWS, be at least 23 years old and have at least four years' experience driving the type of vehicle concerned;
 - (D) apply controls to make sure that the vehicle is safe to load or unload, that the load is securely contained throughout the journey, and that the load and vehicle are stable;

Terms & conditions for the purchase of goods and services continued

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|---|--|---|---|
| <p>(E) inspect vehicles every day and maintain a record of vehicle inspections;</p> <p>(F) carry all the documentation required for hazardous loads; and</p> <p>(G) comply with the duty, driving, and rest hours specified by the COMPANY in the table below, or with APPLICABLE LAWS (if evaluated by a process approved by the COMPANY Principal Technical Expert for road safety.</p> | <p>(III) Maximum working week</p> <p>At any time (continuous): -</p> <p>Per day (24 hours): -</p> <p>Per 7 days: 6 consecutive days</p> <p>(IV) Minimum break</p> <p>At any time (continuous): 45 minutes per 12 hours (may be split into three 15-minute breaks)</p> <p>Per day (24 hours): 11 consecutive hours (reducible to 9 hours up to three times in 7 days)</p> <p>Per 7 days: -</p> <p>(V) Minimum shift break</p> <p>At any time (continuous): 36 consecutive hours when changing shift</p> <p>Per day (24 hours): -</p> | <p>Per 7 days: 36 consecutive hours</p> | <p>(ii) CONTRACTOR will provide bus and minibus PROFESSIONAL Drivers an accredited defensive driving course before driving in road safety high risk countries.</p> <p>(iii) CONTRACTOR will conduct random drug and alcohol checks for all PROFESSIONAL DRIVERS, where permitted by APPLICABLE LAWS.</p> <p>(iv) CONTRACTOR will provide vehicles in accordance with the following</p> <p>(A) Anti-lock Braking System (ABS)</p> <p>(I) Light Vehicles: Yes</p> <p>(II) Heavy Goods Vehicles (HGVs) and Buses: Yes</p> <p>(B) Rollover Prevention Device</p> <p>(I) Light Vehicles: Yes, on vehicles ordered after 2009 where available in the country and there is a high risk of rollover based on experience, or where the centre of gravity of the Vehicle increases rollover risk.</p> |
| <p>(I) Maximum driving hours</p> <p>At any time (continuous): 4.5</p> <p>Per day (24 hours): 9 (extendable to 10 hours up to twice in 7 days)</p> <p>Per 7 days: 56</p> <p>(II) Maximum duty hours</p> <p>At any time (continuous): -</p> <p>Per day (24 hours): 12</p> <p>Per 7 days: 72</p> | | | |

Terms & conditions for the purchase of goods and services continued

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|--|--|--|
| <p>(II) Heavy Goods Vehicles (HGVs) and Buses: Yes, on all bulk vehicles. Yes on all other HGVs ordered after 2009 where available in the country and there is a high risk of rollover based on experience, or where the centre of gravity of the vehicle increases rollover risk.</p> | <p>(II) Heavy Goods Vehicles (HGVs) and Buses: No</p> | <p>(A) for trips of more than four and a half hours, prepare a journey management plan, including the loading and discharge site (where applicable); the authorised route; the identification of route HAZARDS and communication requirements during the journey, and agree a driving and rest schedule;</p> |
| <p>(C) Rollover Protection Device</p> | <p>(F) In Vehicle Monitoring System</p> | <p>(B) verify that the PROFESSIONAL DRIVER understands the journey management plan before each journey;</p> |
| <p>(I) Light Vehicles: Decide based on local Risk Assessment for Vehicles that may operate in off-road environments</p> | <p>(I) Light Vehicles: Yes, in road safety high risk countries; In all other countries, decide based on risk assessment.</p> | <p>(C) verify that the PROFESSIONAL DRIVER reports any change from the journey management plan that occurs during the journey;</p> |
| <p>(II) Heavy Goods Vehicles (HGVs) and Buses: Yes, on all bulk vehicles</p> | <p>(II) Heavy Goods Vehicles (HGVs) and Buses: Yes</p> | <p>(D) review any changes to decide whether to update the journey management plan; and</p> |
| <p>(D) Airbags</p> | <p>(G) Side and rear under-run protection</p> | <p>(E) for transport operations in road safety high risk countries where the trip is less than four and a half hours, perform a local risk assessment that evaluates both safety and security risks to</p> |
| <p>(I) Light Vehicles: Yes</p> | <p>(I) Light Vehicles: No</p> | |
| <p>(II) Heavy Goods Vehicles (HGVs) and Buses: No</p> | <p>(II) Heavy Goods Vehicles (HGVs) and Buses: Yes</p> | |
| <p>(E) Vehicle Side Impact Protection</p> | <p>(H) Reversing alarm</p> | |
| <p>(I) Light Vehicles: Yes</p> | <p>(I) Light Vehicles: No</p> | |
| | <p>(II) Heavy Goods Vehicles (HGVs) and Buses: Yes</p> | |
| | <p>(v) CONTRACTOR will inspect and maintain HSSE critical equipment in line with manufacturers' specifications.</p> | |
| | <p>(vi) CONTRACTOR will:</p> | |

Terms & conditions for the purchase of goods and services continued

determine if a journey management plan is needed.

(p) **Driver Safety**

(i) CONTRACTOR will ensure CONTRACTOR PERSONNEL who drive in the performance of the SCOPE:

(A) have a current driving license that is valid for the location, type of vehicle and, where applicable, the cargo;

(B) are physically and mentally capable of operating the vehicle, including:

(I) be rested and alert to maintain attention throughout the trip;

(II) stop the vehicle and take a rest break if attention is lost; and

(III) not operate a vehicle while under the influence of alcohol, drugs, narcotics, or medication that could impair driving ability;

(C) use three-point seatbelts at all times and make sure

passengers do so except for passengers in buses where only lap belts are available, or in public transport in which seatbelts are not available.

(D) do not use a mobile phone, pager or similar mobile device (whether hands-free or not) while driving.

(I) CONTRACTOR may only use a mobile phone in a vehicle where permitted by APPLICABLE LAW

(II) in case of emergency, personal safety or security situations;

(III) as part of convoy management;

(IV) inside a plant (in safe areas and at safe speeds) when needed to maintain safe management of equipment or processes during an emergency or time sensitive operation; or

(V) as a navigation device.

(E) will not allow unauthorised passengers in the vehicle;

(F) visually inspect the vehicle for roadworthiness every day before use, including tyres and windscreen (windshield);

(I) perform a complete walk-around of heavy goods vehicles to check for HAZARDS before each trip.

(G) will drive with lights on during daytime, except where prohibited by APPLICABLE LAW;

(H) use vehicles equipped with:

(I) three-point seatbelts and head restraints; and

(II) anti-lock braking systems (ABS), vehicle side impact protection, and airbags for driver and front seat passenger for COMPANY owned, contracted or leased light vehicles

(ii) CONTRACTOR will periodically question and review the number of journeys with the intent to eliminate

Terms & conditions for the purchase of goods and services continued

- journeys and lower the risk by applying the following hierarchy of controls:
- (A) eliminate the journey;
 - (B) change to a lower risk transportation mode (air, rail, marine);
 - (C) apply vehicle controls; and
 - (D) apply administrative and procedural controls that guide driver and passenger behaviour, including driver competence requirements and journey management.
- (iii) CONTRACTOR will provide an annual online defensive driving course for all CONTRACTOR PERSONNEL who are not employed primarily to drive vehicles and drive on public roads in the performance of the SCOPE. CONTRACTOR will also provide an accredited defensive driving course and manage competence for drivers who:
- (I) drive more than 7,500 km per year or 4660 miles per year on COMPANY business on public roads;
 - (II) drive in road safety high risk countries, as identified by COMPANY; or
 - (III) are employed primarily to drive vehicles.
- (iv) CONTRACTOR will at least annually engage CONTRACTOR PERSONNEL who drive in the performance of the SCOPE, to discuss CONTRACTOR PERSONNEL's approach to Journey Management Assessments (JMAs) and driving activities and will maintain records of such engagements. A JMA, for purposes of this article, is a mental risk assessment required prior to every road trip covering fitness to drive, vehicle condition, the route and road conditions.
- (v) CONTRACTOR will not allow driving for more than 10 consecutive hours, any combination of work related activities and driving for more than 14 hours or any combination of work related activities and driving for more than 12 hours in road safety high risk countries;
- (vi) CONTRACTOR will not allow the use of motorbikes or other motorised devices with two or three wheels, all-terrain vehicles (ATVs) or quads in the performance of SCOPE.
- (vii) CONTRACTOR will maintain and equip COMPANY GROUP owned, contracted or leased vehicles so that they are:
- (A) fit for purpose based on an assessment of usage; and
 - (B) kept in safe working order in line with manufacturers' specifications and APPLICABLE LAWS.
 - (C) CONTRACTOR will document the maintenance work performed pursuant to the preceding paragraph.
- (viii) CONTRACTOR will, in line with HSSE STANDARDS and where installed in COMPANY GROUP owned, contracted or leased vehicles and allowed by APPLICABLE LAWS, use data from an in vehicle monitoring system as a monitoring method to:
- (A) analyse and improve road transport planning and safety performance;
 - (B) provide regular, formal feedback to drivers; and

Terms & conditions for the purchase of goods and services continued

- (C) apply consequence management that includes recognition for compliance and sanction for non-compliance. CONTRACTOR will provide vehicles with elevated rear lights and brake lights for use off-road or on gravel or dirt roads
- (ix) CONTRACTOR will, for transport operations in road safety high risk countries:
- (A) perform a risk assessment of COMPANY GROUP and CONTRACTOR GROUP vehicle use to justify not installing in vehicle monitoring systems; and
- (B) submit the Risk Assessment to the COMPANY Principal Technical Expert for road safety for approval.
- (x) CONTRACTOR will ensure that light vehicles used in the performance of the SCOPE:
- (A) score a five star safety rating in new car assessment program tests in the region where the vehicle is purchased; or
- (B) meet comparable internationally recognised standards approved by the COMPANY Principal Technical Expert for road safety.
- (q) Vehicle Fitness**
- (i) CONTRACTOR will ensure the following for CONTRACTOR PERSONNEL who are employed primarily to drive vehicles (“PROFESSIONAL DRIVER”) and drive in the performance of SCOPE:
- (A) meet the driver requirements of this Article of this Part B on Driver Safety;
- (B) to drive heavy goods vehicles and where permitted by APPLICABLE LAWS, be at least 21 years old and have at least three years’ experience driving the type of vehicle concerned;
- (C) to drive buses or minibuses in road safety high risk countries and where permitted by APPLICABLE LAWS, be at least 23 years old and have at least four years’ experience driving the type of vehicle concerned;
- (D) apply controls to make sure that the vehicle is safe to load or unload, that the load is securely contained throughout the journey, and that the load and vehicle are stable;
- (E) inspect vehicles every day and maintain a record of vehicle inspections;
- (F) carry all the documentation required for hazardous loads; and
- (G) comply with the duty, driving, and rest hours specified by the COMPANY in the table below, or with APPLICABLE LAWS (if evaluated by a process approved by the COMPANY Principal Technical Expert for road safety.

Maximum driving hours
(a) At any time (continuous): 4.5
(b) Per day (24 hours): 9 (extendable to 10 hours up to twice in 7 days)
(c) Per 7 days: 56
Maximum duty hours
(a) At any time (continuous): -
(b) Per day (24 hours): 12
(c) Per 7 days: 72
Maximum working week
(a) At any time (continuous): -
(b) Per day (24 hours): -
(c) Per 7 days: 6 consecutive days
Minimum break
(a) At any time (continuous): 45 minutes per 12 hours (may be

Terms & conditions for the purchase of goods and services
continued

split into three 15-minute breaks)
(b) Per day (24 hours): 11 consecutive hours (reducible to 9 hours up to three times in 7 days)
(c) Per 7 days
Minimum shift break
(a) At any time (continuous): 36 consecutive hours when changing shift
(b) Per day (24 hours): -
(c) Per 7 days: 36 consecutive hours

- (ii) CONTRACTOR will provide bus and minibus PROFESSIONAL Drivers an accredited defensive driving course before driving in road safety high risk countries.
- (iii) CONTRACTOR will conduct random drug and alcohol checks for all PROFESSIONAL DRIVERS, where permitted by APPLICABLE LAWS.
- (iv) CONTRACTOR will provide vehicles in accordance with the following
 - (A) Anti-lock Braking System (ABS)
 - (i) Light Vehicles: Yes

- (ii) Heavy Goods Vehicles (HGVs) and Buses: Yes
- (B) Rollover Prevention Device
 - (i) Light Vehicles: Yes, on vehicles ordered after 2009 where available in the country and there is a high risk of rollover based on experience, or where the centre of gravity of the Vehicle increases rollover risk.
 - (ii) Heavy Goods Vehicles (HGVs) and Buses: Yes, on all bulk vehicles. Yes on all other HGVs ordered after 2009 where available in the country and there is a high risk of rollover based on experience, or where the centre of gravity of the vehicle increases rollover risk.
- (C) Rollover Protection Device
 - (i) Light Vehicles: Decide based on local Risk Assessment for Vehicles that may operate in off-road environments
 - (ii) Heavy Goods Vehicles (HGVs) and Buses: Yes, on all bulk vehicles

- (D) Airbags
 - (i) Light Vehicles: Yes
 - (ii) Heavy Goods Vehicles (HGVs) and Buses: No
- (E) Vehicle Side Impact Protection
 - (i) Light Vehicles: Yes
 - (ii) Heavy Goods Vehicles (HGVs) and Buses: No
- (F) In Vehicle Monitoring System
 - (i) Light Vehicles: Yes, in road safety high risk countries; In all other countries, decide based on risk assessment.
 - (ii) Heavy Goods Vehicles (HGVs) and Buses: Yes
- (G) Side and rear under-run protection
 - (i) Light Vehicles: No
 - (ii) Heavy Goods Vehicles (HGVs) and Buses: Yes
- (H) Reversing alarm
 - (i) Light Vehicles: No
 - (ii) Heavy Goods Vehicles (HGVs) and Buses: Yes
- (v) CONTRACTOR will inspect and maintain HSSE critical equipment in line with manufacturers' specifications.
- (vi) CONTRACTOR will:

Terms & conditions for the purchase of goods and services continued

- (A) for trips of more than four and a half hours, prepare a journey management plan, including the loading and discharge site (where applicable); the authorised route; the identification of route HAZARDS and communication requirements during the journey, and agree a driving and rest schedule;
- (B) verify that the PROFESSIONAL DRIVER understands the journey management plan before each journey.
- (C) verify that the PROFESSIONAL DRIVER reports any change from the journey management plan that occurs during the journey.
- (D) review any changes to decide whether to update the journey management plan;
and
- (E) for transport operations in road safety high risk countries where the trip is less than four and a half hours, perform a local risk assessment that evaluates both safety and security risks to determine if a journey management plan is needed.