GENERAL PURCHASING TERMS AND CONDITIONS

DEFINITIONS

"**Business Day**" shall mean a day which is not a Saturday, Sunday or public holiday in Singapore.

"**Conditions**" shall mean the terms and conditions set out in these general terms and conditions for the supply of goods and/or services to the Purchaser as amended from time to time in accordance with clause **2**.

"**Contract**" shall mean the contract between the Purchaser and the Supplier for the supply of Goods and/or Services (which for the avoidance of doubt, shall include but not limited to, any Purchase Order).

"**Deliverables**" shall mean all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"**Delivery Date**" shall mean the date specified in the Contract, or, if none is specified within **five** Business Days of the date of the Contract.

"**Delivery Location**" shall mean the address for delivery of the Goods as set out in the Contract.

"**Goods**" shall mean the goods, materials, products (including any instalment of goods, materials, products or any part of them) to be purchased or to be supplied as specified in the Purchase Order and/or any part thereof and the Goods Specification (where applicable).

"**Goods Specification**" shall mean any specification for the Goods, including any related plans and drawings that is agreed in writing by the Purchaser and the Supplier.

"**Parties**" shall mean the Purchaser and the Supplier and '**Party**" shall mean any one of them.

"**Purchaser**" shall mean Nortrans Offshore II Pte Ltd and subsidiaries (including but not limited to N8 Ship Management Pte Ltd, Nortrans Accommodation Pte Ltd, Nor Spirit Pte Ltd, N8 LTD) of 100 Cecil Street, #14-01/02, The Globe, S(065932), Singapore.

"**Purchase Order**" shall mean the purchase order issued by or on behalf of the Purchaser to the Supplier, this document and any other document listed herein and which shall constitute the entire agreement between the Parties.

"**Services**" shall mean the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in as specified in the Contract and/or any part thereof and the Service

Specification (where applicable).

"**Service Specification**" shall mean the description or specification for Services agreed in writing by the Purchaser and the Supplier.

"**Supplier**" shall mean any person or corporation from whom the Purchaser purchases the Goods and/or Services pursuant to a contract.

1. BASIS OF CONTRACT

These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

The Contract constitutes an offer by the Purchaser to purchase the Goods and/or Services in accordance with these Conditions.

The Contract shall be deemed to be accepted on the earlier of:

- the Supplier issuing a written acceptance of the Contract; or
- the Supplier doing any act consistent with fulfilling the Contract,

at which point the Contract shall come into existence.

Acceptance of the Contract in accordance with clause 2 shall be conclusive evidence that the Supplier has accepted the Conditions and waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2. SUPPLY OF GOODS

The Supplier shall ensure that the Goods shall:

- correspond with their description and any applicable Goods Specification;
- be of satisfactory quality (within the meaning of the Sale of Goods Act (Cap 393) of Singapore) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser expressly or by implication, and in this respect the Purchaser relies on the Supplier's skill and judgement;
- where they are manufacture products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
- comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

The Supplier shall ensure that, at all times, it has and maintains all the licences, permissions, authorisations, consents and permits under all applicable laws and regulations that it needs to carry out its obligations under the Contract in respect of the Goods.

3. DELIVERY OF THE GOODS

The Supplier shall ensure that:

- the Goods are properly packed and secured in such manner as to enable them to reach their destination in good conditions; and
- each delivery of the Goods is accompanied by a delivery note which shows the date of the Contract, the Contract reference number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

Noting that time is of the essence for the Contract, the Supplier shall:

- deliver the Goods on the Delivery Date; and
- without prejudice to the Supplier's obligation to deliver the Goods on time, give the Purchaser notice in writing immediately if any delay is foreseen and shall specify a subsequent date for the delivery of the Goods subject to the approval of the Purchaser (such approval not to be unreasonably withheld) (the "**Subsequent Delivery Date**").

Failure to deliver on (i) the Delivery Date or the (ii) Subsequent Delivery Date (as the case may be) shall entitle the Purchaser (in addition to and without prejudice to any other rights or remedies it may have including the right to claim damages) to:

- terminate the Contract without any penalty to the Purchaser;
- refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- recover from the Supplier any expenditure reasonably incurred by the Purchaser in obtaining the Goods in substitution from another supplier; or
- claim damages for any additional costs incurred by the Purchaser which are in any way attributable to the Supplier's failure to deliver the Goods on the Delivery Date or the Subsequent Delivery Date (as the case may be).

Subject to this clause 3, the Supplier shall deliver the Goods:

- to the Delivery Location or such other location as instructed by the Purchaser before delivery; and
- during the Purchaser's normal hours of business on a Business Day, or as instructed by the Purchaser.

4. INSPECTION OF GOODS

The Supplier shall be responsible for ensuring that all inspections and testing of the Goods are properly and adequately performed.

The Supplier shall ensure that the Purchaser, or any third party appointed by him, has the opportunity to inspect and witness any testing of the Goods at any time at the Supplier's workplace or at any other places where such Goods may be.

Such inspection or testing (including the witnessing thereof) shall not relieve the Supplier from any of its responsibilities and liabilities under the Contract.

The Goods will be subject to final inspection and acceptance or rejection by the Purchaser upon arrival at the Delivery Location.

5. SUPPLY OF SERVICES

The Supplier shall from the date set out in the Contract and for the duration of the Contract provide the Services to the Purchaser in accordance with the terms of the Contract.

The Supplier shall meet any performance dates for the Services specified in the Contract or such other date as agreed in writing by the Supplier and Purchaser.

In providing the Services, the Supplier shall:

- co-operate with the Purchaser in all matters relating to the Services, and comply with all instructions of the Purchaser;
- perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract and the Service Specification (where applicable), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Purchaser;
- provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Purchaser, will be free from defects in workmanship, installation and design;
- obtain and, at all times, maintain all necessary licenses and consents, and comply with all applicable laws and regulations;
- observe all health and safety rules and regulations and any other security requirements that apply at any of the Purchaser's premises;

- hold all materials, equipment and tools, drawings, specifications and data supplied by the Purchaser to the Supplier ("**Purchaser Materials**") in safe custody at its own risk, maintain the Purchaser Materials in good condition until returned to the Purchaser, and not dispose or use the Purchaser Materials other than in accordance with the Purchaser's written instructions or written authorization; and

- not do or omit to do anything which may cause the Purchaser to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Purchaser may rely or act on the Services for the purposes of conducting its business.

6. INVENTORY OF HAZARDOUS MATERIALS

Suppliers shall ensure that goods offered to the Buyer shall not exceed threshold values for Asbestos, Ozone Depleting Substances (ODS), Polychlorinated Biphenyls (PCB), Perfluorooctane Sulfonic Acid (PFOS), Organotin compounds, Cadmium, Hexavalent Chromium, Lead, Mercury, Polybrominated Biphenyl (PBBs), Polybrominated Diphenyl Ethers (PBDEs), Polychlorinated Naphthalene, Radioactive Substances, Certain Shortchain Chlorinated Paraffins (Alkanes, C10-C13 chloro) and Brominated Flame Retardant (HBCDD), ref. EU SRR 1257/2013 Annex I and II.

The supplier shall be responsible for properly informing the relevant persons by delivering the MDs and SDoCs in their offer or when requested. The supplier shall be legally responsible for the declarations of the products under their scope of supply and shall ensure that, with the acceptance of the order, to deliver the information and forms as required under Res. MEPC.379(80) and EMSA Guidance on the Inventory of Hazardous Materials.

All suppliers must use forms provided by Metizoft. Declaration forms will be sent by Metizoft after the periodic purchase order reviews and can also be downloaded from: http://forms.metizoft.com/ where required. The forms shall be duly completed/signed and returned to Metizoft.

7. REMEDIES

If the Supplier fails to (1) deliver the Goods on (a) the Delivery Date or the (b) Subsequent Delivery Date (as the case may be); or (2) perform the Services by the applicable date set out in the Contract, the Purchaser shall (in addition to and without prejudice to any other rights or remedies it may have including the right to claim damages) be entitled:

- to terminate the Contract with immediate effect without any penalty to the Purchaser by giving written notice to the Supplier;

- to refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;

- to recover from the Supplier any costs or expenses reasonably incurred by the Purchaser in obtaining the Goods and/or Services in substitution from another supplier;

- where the Purchaser has paid in advance for Goods which have not been delivered by the Supplier and/or Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; and
- to claim damages for any additional costs, losses or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to meet such dates.

8. PAYMENT

The price of the Goods:

- shall be the price set out in the Contract, or if no price is quoted, the price set out in the Supplier's published price list in force at the date of the Contract; and
- shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Purchaser. No extra charges shall be effective unless agreed in writing and signed by the Purchaser.

The charges for the Services shall be set out in the Contract, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Purchaser, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

Payment to the Supplier for the Goods and/or Services will be effected to a bank account nominated in writing by the Supplier within forty-five (45) days after receipt of an undisputed invoice by the Purchaser provided always that the Purchaser has accepted the Goods, or as otherwise agreed and stipulated in the Contract. Each invoice shall include such supporting information required by the Purchaser to verify the accuracy of the invoice, including but not limited to the relevant purchase order number (if applicable).

9. CHANGE

The Purchaser reserves the right at any time to make unilateral changes in the Contract or any part thereof.

No change to or modification of the items, specifications, terms, conditions and prices appearing in the Contract shall be binding upon the Purchaser unless expressly agreed in writing by the Purchaser.

The Supplier shall promptly notify the Purchaser in the event that any Goods which are the subject of the Contract are affected by changes in drawings, specifications or design, but the Supplier shall not without prior written consent of Purchaser incorporate any such changes in the order.

10. PASSING OF PROPERTY AND RISK

Property and risk in the Goods shall remain with the Supplier until they are delivered to the Delivery Location in accordance with these Conditions and a delivery confirmation is signed by the Purchaser.

The passing of property shall not affect the right to reject the Goods.

11. ACCEPTANCE

In the case of Goods delivered by the Supplier not conforming with the Contract, whether by reason of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are required, the Purchaser shall have the right to reject such Goods within a reasonable time of their delivery and inspection and to purchase elsewhere and to claim for any additional expense incurred without any prejudice to any other right which the Purchaser may have against the Supplier.

The making of any prior payments by the Purchaser shall not prejudice the Purchaser's right of rejection.

12. TERMINATION

In the event of any breach by the Supplier of any of the terms and conditions of the Contract, including these Conditions but excluding the failure by the Supplier to deliver by the relevant due date as set out in the Contract pursuant to clause 6, the Purchaser may, without prejudice to any other rights or remedies it may have including the right to claim damages, terminate the Contract and may return any Goods and/or Deliverables previously supplied under the Contract for full credit with the Supplier without compensation to the Supplier.

In the event of termination due to non-delivery or non-acceptance due to the Supplier's breach of the Conditions pursuant to clause 6 above, the Supplier shall undertake to reimburse all monies paid by the Purchaser prior to the date of termination including all direct costs and expenses incurred by the Purchaser arising from or in connection with the termination within two Business Day of the date of termination of the Contract.

Notwithstanding anything in the Contract and these Conditions, the Purchaser may terminate the Contract with immediate effect without compensation to the Supplier:

- if the Supplier (being a corporation) goes into liquidation or has a winding up order made against it;
- if the Supplier (being an individual) is the subject of a bankruptcy petition or order; or
- in the event of the ownership or control of the Supplier being altered.

Subject to clause 17, the Contract may be terminated at any time by the Purchaser giving notice in writing. On receipt of such notice, the Supplier will cease production or delivery of the Goods and/or performances of all Services in accordance with the Contract.

Subject to clause 6, in full settlement, the Purchaser shall pay a fair and reasonable price for all Goods delivered or in a deliverable state at the date and/or all Services performed when such notice is given together with such other changes occasioned directly by the termination as the Purchaser shall consider reasonable.

13. LIABILITY AND INDEMNITY

The Supplier shall be responsible for and shall indemnify and hold harmless Purchaser from and against all claims, proceedings, demands and causes of action in respect of any damage, loss or injury (including death) to any person or property arising out of the Supplier's negligence, acts or omissions, without regard to whether any negligence, act or omissions of the Purchaser contributed to such injury, death or property

damage.

14. PATENT INDEMNITY

The Supplier shall protect, indemnify and hold harmless the Purchaser and its personnel, against any and all liability, loss or expense by reason of any claim, action or litigation in respect of any patent copyright or trademark, foreign or domestic, resultant from the use or resale of the Goods and/or resulting from the use of the Deliverables and/or receipt of the Services.

15. LICENCE AND PERMIT

If execution of the Contract requires any licence or other permit issued in the country of shipment and/or origin, the Contract shall be conditional upon such licence or other permit being available at the relevant time. The Supplier shall be fully responsible for obtaining the necessary licences and permits.

16. WARRANTY

The Supplier warrants to the Purchaser and its clients that the Goods shall comply in every respect with the Contract, the Goods Specifications, any other specifications, drawings and other data forming part of the Contract and shall be free of defective materials or workmanship and is complete without any omissions. The Supplier shall be fully responsible for making good immediately upon being notified by the Purchaser any omission and defects in the Goods or any portion thereof which may appear or occur during the warranty period, which shall not in any case be less than 12 months from the date of completion of offshore commissioning or 18 months from the date of shipment, whichever occurs first.

The Supplier shall ensure that the warranty is directly extended to the Purchaser and, at the Purchaser's option, the Purchaser may exercise any of the warranty herein directly against the manufacturer of the Goods and its agents.

The Supplier's liability hereunder shall extend to all damages directly cause by the omissions or defects, including incidental damages such as removal, inspection, costs of return or storage. The Supplier shall not be liable for any indirect, remote or consequential losses.

17. CONFIDENTIALITY

Any Contract placed by the Purchaser including all accompanying designs, drawings, specifications and information which may be treated as confidential and in particular the Supplier shall not make use of the Purchaser's name or the name of any companies associated with the Purchaser for publicity purposes without the prior written consent of the Purchaser.

A Party ("**receiving party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other Party ("**disclosing party**"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving

party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

This clause 16 shall survive the termination of the Contract.

18. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for any delay in performing or failure to fulfil or perform any of its obligations under it if fulfilment had been delayed, interfered with or prevented by an event, circumstances or cause beyond its reasonable control ("**Force Majeure Event**").

The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

If Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than **14** Business Days, the Purchaser may terminate the Contract immediately by giving written notice to the Supplier without any compensation to the Supplier whatsoever.

19. TAXES AND DUTIES

All taxes, fees and duties (including, for the avoidance of doubt any taxes levied under the Goods and Services Tax Act (Cap 117A) of Singapore) assessed against the Supplier, in connection with the Contract by national or local authorities having jurisdiction over the Supplier at its place of business and at place of execution of the Contract shall be solely for the Supplier’s account.

20. INSURANCE

During the term of the Contract and for a period of 2 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, public liability insurance and any other insurances in accordance with the best practice of prudent suppliers of a similar type of business to the Supplier, to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

21. APPLICABLE LAW

The Contract shall be governed, construed and shall take effect in accordance with the laws of Singapore and the Supplier agrees to submit to the exclusive jurisdiction of the Singapore Courts.

22. ENTIRE AGREEMENT

The terms and conditions set out in the Contract together with any subsequent amendments made in writing by the Purchaser and the Conditions represent the entire terms and conditions of the agreement between the Purchaser and the Supplier.

23. SPECIAL CONDITIONS

Where special conditions are stated in the Contract, those conditions shall apply equally with the Conditions except that where there is any inconsistency between the Contract and the Conditions, the special conditions set out in the Contract shall apply.

24. SAFETY

Where Services are being provided on property occupied by the Purchaser, the Supplier shall be responsible for the safety of all persons engaged on the work, and all persons who may be affected by activities of the Supplier and shall comply with all the Purchaser's safety regulations and procedures.

25. WAIVER

Failure by the Purchaser to enforce the performance of any provision of the Contract shall neither be deemed to be a waiver of its rights hereunder nor shall it affect the validity of the Contract in any way.

Any waiver by the Purchaser to any breach of the Contract shall not constitute a precedent nor bind the parties to any subsequent breach by the Supplier.

26. ASSIGNMENT

The Supplier shall not assign nor sub-contract any part or all of its obligations and responsibilities under the Contract to any other party or sub-contractor without the prior written consent or approval of the Purchaser. In the event that the Purchaser agrees that the Supplier assigns any part or all of its obligations and responsibilities under the Contract to any other party or sub-contractor, the Supplier shall remain liable for all Supplier's obligations and responsibilities under the Contract and shall ensure that the party to which the Contract is assigned or sub-contracted will:

- possess all valid and requisite licenses, permits and/or approvals required to perform the obligations and responsibilities required of the Supplier under the Contract; and
- observe all the terms and conditions of the Contract applicable to the Supplier.

The Purchaser shall be permitted to assign the Contract to its affiliates.

27. SEVERABILITY

If any provision of the Conditions (or part of any provision) is found by any court or other authority of the competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Conditions, and the validity and enforceability of the other provisions of this Conditions shall not be affected.

28. PUBLICITY

Neither Party shall use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other Party. The Supplier may, with the prior written consent of the Purchaser, include the Purchaser's name on the Supplier's customer list and may describe briefly, and in general terms, the nature of the work performed by the Supplier for the Purchaser, provided the wording is agreed with the Purchaser in advance.

29. AUTHORITY

Each Party hereby represents and warrants that it has full right and authority to enter into and perform any and all provisions of the Contract and that there are no encumbrances or other restrictions that may prevent each such Party or its employees from performing any and all provisions of the Contract.

30. ANTI-BRIBERY

The Supplier shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act (Cap 241) of Singapore ("**Relevant Requirements**"). The Supplier shall have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures to ensure compliance with the Relevant Requirements. It is agreed that the Supplier will not engage in any activity or practice which constitutes an offence under the Relevant Requirements including not to offer, pay, consider or benefit, either directly or indirectly an inducement or reward of any kind for any services, or possible services in relation to this Contract. Breach of this clause shall be deemed a material breach of this Contract.

31. THIRD PARTIES

A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act, (Cap 53B) of Singapore, to enforce any term of, or enjoy any benefit under the Contract.

32. NON-EXCLUSIVITY

Nothing contained herein is intended or shall be construed as creating any exclusive arrangement with the Supplier. The Contract shall not restrict the Purchaser from acquiring similar, equal or like Goods and/or Services and Deliverables from other Suppliers, entities or sources.

33. LETTER OF COMPLIANCE

The supplier shall as and when required, provide a signed letter to purchaser's client stating that there are no outstanding payments to date. The format and language of this letter shall be according to Purchaser's client requirement. Purchaser shall ensure that all payments to supplier are up to date.