

MMS Purchase Order- Terms and Conditions for Purchase Order (PO)

These terms and conditions apply to the Order between MMS and CONTRACTOR, in the form of a purchase order (the "Order"). These terms and conditions are binding between MMS and CONTRACTOR and supersede and replace any CONTRACTOR terms and conditions or previous contracts for Goods, Services and/or Works. MMS does not agree or accept any CONTRACTOR terms and conditions unless MMS has provided express written consent. In the event any special terms are agreed between the parties, the special terms shall prevail over terms contained in these terms and conditions. Where these terms and conditions are attached to or incorporated in an Order issued under an existing contract, the terms and conditions of that existing contract shall prevail.

This Order is subject to the following Terms and Conditions ("these Terms and Conditions"):

Definitions:

"Applicable Law" means (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, codes, directives, directions, regulations, and orders issued by government agencies, authorities, and other regulatory bodies; and (e) regulatory approvals, permits, licences, approvals, and authorisations, as amended from time to time.

"Consequential Loss" means a) indirect or consequential losses; and (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 were foreseeable at the time of entering into the Order.

"CONTRACTOR" means the party to this Order which has undertaken the obligation to perform the Goods, Services and/or Works which are covered by this Order.

"CONTRACTOR's Affiliates" means each of the parent, subsidiary or affiliate companies of CONTRACTOR, its and their shareholders and entities in which the foregoing have an interest.

"Delivery Date" means the date specified in the Order as the date for completion of the Services and/or delivery of the Goods and/or Works to Client.

"Disclosing Party" means the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party.

"Force Majeure" means acts of war or terrorism, riots, civil commotion or insurrection, embargoes, strikes, lockouts and industrial disputes affecting performance, epidemics, pandemics, earthquakes, floods, hurricanes, typhoons, storms, or other acts of God or Government or any other circumstances beyond a control of a party.

"Goods" means the equipment, materials, supplies, spare parts and other property to be supplied under this Order, including the efforts involved in supplying same.

"Intellectual Property Rights" ("IPR") means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world;

"MMS" means Muara Maritime Services Sendiran Berhad and means the entity which issues the Order as shown on the face of the Order only. MMS is a company incorporated in Brunei Darussalam under the Companies Act, Chapter 39, Laws of Brunei Darussalam.

"MMS Affiliates" means each of the parent, subsidiary or affiliate companies of MMS, its and their shareholders and entities in which the foregoing have an interest.

"Parties" mean MMS and CONTRACTOR together and "Party" means one of them."

"Permanent Property" means the Property of MMS and Affiliates which shall incorporate the physical product of: (i) performance of the Services; and/or (ii) supply of the Goods; and all and any materials (including all and any materials supplied or free-issued to CONTRACTOR by MMS or MMS's other contractors) incorporated therein or attached thereto.

"Personal Data" means any information relating to an identified or identifiable individual, unless otherwise defined under applicable law related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.

"Pre-existing IPR" means any Intellectual Property Rights (other than Order IPR) belonging to either party before the Commencement Date or not created in the course of or in connection with the Order.

"Order" means this document and these Terms and Conditions and any documentation made part hereof by written agreement of MMS and CONTRACTOR.

"Order IPR" means all Intellectual Property Rights that arise or are obtained or developed by either party, or by a contractor on behalf of either party, in respect of the Deliverables in the course of or in connection with the Order.

"Receiving Party" is the party which receives Confidential Information relating to the other party.

"Restoration Charges" means the monies incurred by MMS to replace, repair or reinstate any damages to MMS property caused by the act, neglect and default of CONTRACTOR, its affiliates, contractors, subcontractors, suppliers or vendors during the supply of goods, services and works.

"Services" means assistance, advice or other work to be provided by CONTRACTOR under this Order and agreed by the Parties to be other than incidental to the delivery of the Goods.

"Third Party IPR" means any Intellectual Property Rights not belonging to either party to the Agreement but used by CONTRACTOR in the Goods, Services and/or Works and/or in the course of or in connection with the Order.

"Works" means the Goods and/or product of the Services and the provision of everything whether of a temporary or permanent nature required in or for such Goods and/or Services in so far as the necessity for providing the same is specified in or may be reasonably inferred from the Order.

1. **Acceptance:** This Order shall be deemed to be accepted by and shall be binding on CONTRACTOR upon signature hereof by CONTRACTOR or commencement of performance hereunder, provided this Order has not previously been cancelled by MMS.
2. **Assignments and Subcontracting:** Both Parties may not assign, charge, mortgage, novate, subcontract or otherwise dispose of any contractual or any other rights or obligations in connection with this Order in whole or in part without the other party's prior written consent.
3. **Quality and Specifications:** All Goods and/or Works (unless otherwise agreed in writing) shall: (a) conform strictly as to quantity, quality and description with the particulars stated in the Order and with all applicable laws to such Goods and/or Works; (b) be without fault, defect or deficiency; (c) be new on delivery; (d) be of sound materials and workmanship; (e) be in strict compliance with samples, patents, drawings or specifications, supplied by MMS to CONTRACTOR, if any referred to in the Order; (f) be capable of the standard of performance specified in the Order; (g) be fit for the purpose for which it is supplied under the Order (including compatibility and conformity with the Permanent Property); (h) be marked with the Order number, Product Identification and Description as mentioned in the Order's Scope of Supply; and All Services shall be performed by suitably qualified and competent personnel in accordance with industry standards and all equipment and tools provided shall at all times be maintained in operating condition by CONTRACTOR. MMS reserves the right to require (at CONTRACTOR'S cost) the replacement of any personnel, equipment or tools provided by CONTRACTOR which in MMS's opinion do not comply with the foregoing provisions.
4. **Inspection:** All Goods, Services and/or Works are subject to inspection by MMS at any time prior to or within a reasonable time after actual delivery or completion. MMS may, at its option, reject and/or return to CONTRACTOR at CONTRACTOR'S expense any Goods, Services and/or Works that fail to meet specifications or quality standards; or MMS may perform or procure the performance of such remedial work as it deems necessary to render the Goods, Services and/or Works acceptable, and CONTRACTOR shall reimburse MMS for such remediation costs on demand. Inspection, testing or acceptance of any Goods, Services

and/or Works or any waiver of any right in respect thereof shall not relieve CONTRACTOR from any of its obligations under the Order or otherwise (including with respect to any subsequently discovered defects in design, materials or workmanship)

5. **No Substitutions:** No substitution of Goods, Services and/or Works shall be made without MMS's prior written consent.
6. **Variation Order:** No changes in quality, quantity or nature of Goods and/or Works, Delivery Date, delivery point or shipping instructions shall be made except by a variation order in writing and signed by an authorised MMS representative.
7. **Delivery:** Delivery shall be made at the place specified in the Order on or prior to the Delivery Date, in accordance with Incoterms © 2020. If no Delivery Date is specified, then delivery shall be effected as soon as possible after acceptance of the Order.
8. **Prices, Invoices and Payments:** Unless expressly stated otherwise, the currency for any payments under the Order shall be in Brunei Dollars (BND). Unless expressly stated otherwise, and subject to any early payment or volume discounts or other benefits to which MMS may be entitled, the price agreed CONTRACTOR is a fixed price for satisfactory performance of the Services and delivery of Goods, in each case in accordance with the Order, and includes any packaging, labelling, carriage, insurance, delivery, royalties, licence fees, interest, finance costs and charges and all other charges, taxes and duties and impositions and is not subject to increase for any reason whatsoever. CONTRACTOR and/or CONTRACTOR's affiliates shall not be entitled to recover any interest or finance costs or charges howsoever relating to this Order or any claim preparation costs relating to any dispute or difference arising out of or in connection with this Order. Subject to CONTRACTOR's compliance with the terms of this Order, MMS shall pay CONTRACTOR's invoice within thirty (30) days after receipt by MMS of the invoice, clearly stating the reference number as specified in the Order and any supporting documentation required by MMS provided that CONTRACTOR shall not present an invoice and shall not be paid prior to the receipt of all supporting documents as MMS may reasonably require for the purposes of making payment and the completion, receipt and acceptance of the Good, Services and/or Works by MMS in good order. Upon completion and final inspection and acceptance of any Goods, Services and/or Works by MMS, CONTRACTOR shall invoice MMS for such Goods, Services and/or Works quoting the contract reference number, and such other documents as MMS may require for the purposes of making payment electronically to:

MMS Finance Department
Email address: invoice@mms.com.bn.

Invoices shall contain proof of the payment by Contractor of charges for labour and materials and a release of liens and/or claims, in form satisfactory to MMS. MMS shall pay CONTRACTOR's invoice as provided above and (unless agreed otherwise in writing) all payments shall be made in Brunei Dollars. All payments to CONTRACTOR shall be made

by electronic transfer to CONTRACTOR's Account or such other modes of payment as notified in writing to MMS prior to issuance of the invoice. Payments for any items in dispute may be segregated and MMS may withhold payment without occurring interest for the disputed items until they are resolved. Payment shall not operate as a waiver of any of MMS's rights under the Order or otherwise at law.

9. **Set-Off:** Any indebtedness of CONTRACTOR or CONTRACTOR Affiliates to MMS or any of MMS's Affiliates may at MMS's option be set-off and deducted from amounts owed by MMS to CONTRACTOR under this Order. These fees include but are not limited to Restoration Charges and liquidated damages. This shall be without prejudice to the rights of MMS to make separate claims or demands for the Restoration Charges and/or liquidated damages.
10. **Packaging of Goods:** All goods to be delivered shall be packed in a manner that facilitate efficient loading, unloading and receiving of goods. For items that are packed into crates, boxes, and/or any other form of packaging, it is mandatory for CONTRACTOR to serialise the packages/ boxes and provide list of items description for each package/ box. Packing of dangerous goods must be made in accordance with the respective dangerous goods classification.
11. **Packing and Transportation Fees:** No packaging, boxing, trucking or freight charges shall be payable by MMS without its prior written consent.
12. **Goods/Works Delivered in Error:** Goods and/or Works delivered in error or in excess quantity may, at MMS's option, be returned to CONTRACTOR at CONTRACTOR's expense.
13. **Title and Risk of Loss:** The property in the Goods and/or Works (including all and any intellectual or proprietary rights relating thereto) shall pass to MMS when the same or part thereof are first identifiable as being appropriated to the Order, or on payment of the price for the Goods and/or Works by MMS, or on their acceptance by MMS, whichever occurs first. Any Permanent Property in the care, custody or control of CONTRACTOR and the Goods and/or Works shall remain at CONTRACTOR's sole risk (including without limitation the risk of deterioration in transit) until they have been safely off-loaded and accepted by MMS within MMS's premises or at any place instructed by MMS. If MMS rejects any Goods and/or Works, the property and risk therein shall remain with, or thereupon revert to, CONTRACTOR. Title and risk in rental or hire equipment shall remain with CONTRACTOR at all times.
14. **Warranty:** CONTRACTOR warrants that it has good and complete and unencumbered title to the Goods and/or Works delivered hereunder. CONTRACTOR also guarantees the merchantability, fitness, design, workmanship and the freedom from defects of the Goods, Services and/or Works for a period (unless CONTRACTOR and MMS agree a longer period) of One (1) year from the installation or use of the Goods, Services and/or Works, by MMS or twelve (12) months from the date of receipt of the Goods, Services and/or Works by MMS, whichever occurs first. If any defects in the Goods, Services and/or Works and/or Permanent Property which CONTRACTOR is obliged to remedy under this Order or by law is not satisfactorily remedied or re-performed by CONTRACTOR within a reasonable time, or circumstances render it impracticable or MMS considers (in its sole discretion) it prejudicial to MMS's interests for CONTRACTOR to do the same, MMS may do so itself or authorise others to do the same. Reasonable costs incurred by MMS to repair or remedy any defect(s) in the Goods, Services and/or Works and/or any damage to the Permanent Property as well as shipping and handling charges for replacement and/or return of defective Goods and/or Works or damaged Permanent Property shall be reimbursed by CONTRACTOR upon demand. In respect of Works and/or Services repaired, remedied or replaced pursuant to these warranty provisions CONTRACTOR warrants in the same terms as set out above in respect of such Goods, Services and/or Works, with warranty periods calculated from the date of repair, remedy or replacement concerned. Whilst claims under the above warranties must be notified to CONTRACTOR by MMS before the end of the warranty period concerned, the above warranties and remedies are in addition to MMS's other rights or remedies under the Order or by law. MMS may pursue a claim against CONTRACTOR under this Order at any time up to six (6) years from the completion of the Services and/or delivery of the Goods and/or Works concerned (or any longer period allowed by applicable laws).
15. **Conflicts of Interest:** CONTRACTOR shall provide independent and unbiased advice in relation to the Goods, Services and/or Works. CONTRACTOR shall not engage and shall cause its personnel not to engage directly or indirectly in any activities or businesses during the duration of this Contract which would conflict with the activities under this Order. At all times and in the event of or any possible or likelihood of a conflict-of-interest situation, CONTRACTOR shall immediately disclose the same to MMS in writing, whereby in such an event, MMS shall reserve its right to terminate this Order. CONTRACTOR shall use its best efforts not to permit any of its personnel to engage in any activities contrary or detrimental to the best interests of MMS. CONTRACTOR acknowledges that it is not nor has it been a party to, or engaged in, any agreement, arrangement, decision, concerted practice or activity which is prohibited by all applicable antitrust/competition laws which may relate to this Order.
16. **Intellectual Property Rights:** Each party warrants to the other party that its Pre-existing IPR does not, so far as it is aware, infringe the rights of any third party and none of its Pre-existing IPR is the subject of any actual or, so far as it is aware, threatened challenge, opposition, or revocation proceedings. CONTRACTOR hereby assigns to MMS with full title guarantee by way of present and future assignment all its right, title and interest in and to all IPR that arise or are obtained or developed by either party, or by CONTRACTOR on behalf of either party, in respect of the Goods, Services and/or Works in the course of or in connection with the Order ("Order IPR"). CONTRACTOR hereby grants to MMS an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use CONTRACTOR's Pre-existing IPR included in the Works and/or Services. CONTRACTOR is responsible for obtaining any licences, permissions, or consents in connection with any Third Party IPR required by CONTRACTOR and MMS for use of the Goods, Services and/or Works (such licences, permissions or consents to be

in writing, copies of which CONTRACTOR shall provide to MMS on request). In addition, CONTRACTOR warrants that the provision of the Goods, Services and/or Works does not and shall not infringe any third party's Intellectual Property Rights. CONTRACTOR undertakes at MMS's request and expense to execute all deeds and documents which may reasonably be required to give effect to this clause. Each party shall promptly give written notice to the other party of any actual, threatened, or suspected infringement of Order IPR or the other party's Pre-existing IPR of which it becomes aware.

17. **Publicity:** CONTRACTOR shall not use MMS's name in any promotional materials, release any photographs or make any press releases in connection with this Order and/or the Works or Services without MMS's prior written approval.
18. **Confidentiality:** The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it received under or in connection with the Order is given only to such of its personnel, affiliates and professional advisers or consultants engaged to advise it in connection with the Order as is strictly necessary for the performance of the Order and only to the extent necessary for the performance of the Order and is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any personnel, affiliates or its professional advisers or consultants otherwise than for the purposes of the Order. CONTRACTOR shall ensure all its personnel, affiliates, professional advisers and consultants are aware of CONTRACTOR'S confidentiality obligations under the Agreement. The obligation shall not apply to any Confidential Information which: (a) is or becomes public knowledge (otherwise than by breach of this clause); (b) was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party; (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; (d) independently developed without access to the Confidential Information; or (e) must be disclosed pursuant to a statutory or legal obligation placed upon the Receiving Party. In the event that CONTRACTOR fails to comply with this clause, MMS reserves the right to terminate the Order by notice in writing with immediate effect. The provisions under this clause are without prejudice to the application of the Official Secrets Act, Chapter 153, Laws of Brunei Darussalam. In the event that a Non-Disclosure Agreement (NDA) has been concluded between MMS and CONTRACTOR, such NDA shall apply and remain valid for this Order.
19. **Cancellation and Suspension:** MMS reserves the right to cancel or suspend all or any part of this Order by giving written notice to CONTRACTOR. CONTRACTOR shall immediately discontinue all efforts related to this Order upon receipt of a cancellation or suspension notice and shall take all steps required to safeguard the Goods and/or Works during any suspension upon receipt of a suspension notice. On any termination or suspension, MMS shall determine and pay (subject to valid set offs) the amounts owed to CONTRACTOR for the Goods and/or Works accepted or Services properly performed pursuant to this Order prior to cancellation, provided that CONTRACTOR shall not be

entitled to any prospective or actual loss of profit, interest payment, reimbursement for overhead costs, finance charges or damages (actual or consequential) on account of cancellation and/or suspension.

20. **Default:** Time is of the essence with respect to the Delivery Date and in the performance of this Order. If in MMS's opinion the timely performance by CONTRACTOR under this Order is in doubt due to CONTRACTOR's actions or failure to act, MMS, in addition to the other rights it has under this Order or by law, may cancel this Order for default and obtain the Goods, Services and/or Works from another source. In the event of cancellation for default, CONTRACTOR shall not be entitled to any further payments under this Order and shall be liable to MMS for any cost, loss or damage sustained as a result of the cancellation and alternate source of the Goods, Services and/or Works
21. **Liquidated Damages:** If CONTRACTOR fails to execute the Goods, Services and/or Works by the end of the relevant due date agreed under the Order, CONTRACTOR shall pay to MMS by way of liquidated damages the sum of 0.1% of the Contract Price for each Business Day of delay up to a maximum of 10% of the Order value. MMS's rights to claim further damages or additional compensation in connection with any delay is expressly reserved though without prejudice to any rights of MMS to claim in respect of matters arising other than by reason of delay. Liquidated Damages shall be paid to MMS in Brunei Dollars not later than thirty (30) Business Days from the date of issue of MMS's written notification to CONTRACTOR informing CONTRACTOR of liquidated damages payable and receipt of MMS's invoice. If CONTRACTOR fails to pay the said liquidated damages, MMS may deduct the amount due from the Fees or any monies due or which may become due from MMS to CONTRACTOR under this Order and other agreements or contracts between the Parties or recover the same as a debt due from CONTRACTOR. MMS and CONTRACTOR hereto acknowledge and agree that the sums payable shall constitute liquidated damages and not penalties and are genuine pre-estimates of the losses that may be sustained by a failure of performance. MMS may claim demonstrated general damages in any case where Liquidated Damages are unenforceable.
22. **Tax Liability:** CONTRACTOR shall be entirely liable and responsible for and shall hold MMS and MMS's Affiliates harmless from the reporting, filing and payment of any taxes (and any related fines, penalties or interest) imposed directly or indirectly on CONTRACTOR or CONTRACTOR's Affiliates or its and their subcontractors, staff, agents or servants as a result of CONTRACTOR's performance of this Order. Such taxes include, but are not limited to, the payment of all contributions or taxes for income, capital gains, wages, value-added tax, good and services tax, sales tax, or similar levy, import or export of CONTRACTOR equipment or movement of CONTRACTOR personnel, whether occurring or imposed within or outside Brunei Darussalam. All payments of fees under this Order shall be deemed inclusive of all such taxes and duties. MMS Sdn Bhd is a company established under the Brunei Law and is therefore not obliged to state tax number on official documents.

23. **Withholding Tax:** MMS shall deduct from any amounts payable to CONTRACTOR under this Order any charges or taxes required to be withheld under the Laws of Brunei Darussalam.
24. **Liabilities and Indemnity:** Liability for loss of and damage to property and for personal injury, death, or disease to any person, arising in connection with the Order, shall be determined in accordance with applicable law. (b) Neither party shall be liable to the other for that other party's own consequential loss, regardless of negligence or other fault. (c) Neither party excludes or limits its liabilities to the extent they may not be excluded under Applicable law.
25. **Insurance:** CONTRACTOR undertakes and agrees to obtain and keep in full force and effect at all times during the term of this Order, at its own cost, (a) a policy or policies of insurance covering risks of injury or death during the performance of the Goods, Services and/or Works; (b) a policy or policies of insurance against damage to the Goods (including in transit) and MMS's property; (c) any such insurance policy or policies of insurance required to be maintained in compliance with Applicable Law. The provisions of this clause and the maintenance of insurance by CONTRACTOR shall not operate as a limit on CONTRACTOR's liability under the Order.
26. **Anti-Bribery and Corruption:** CONTRACTOR, its directors, officers, and employees shall comply with all applicable laws, statutes and regulations that prohibits bribes and/or conferring any improper gift, payment, or other benefit on any person or any officer, employee, agent or adviser of such person. CONTRACTOR has not and shall not, for any improper purpose, directly or indirectly, offer, pay, give, promise or attempt to pay or give, or authorize the payment or giving of any money, gift, or anything of value to any person for the purpose of obtaining or retaining business or to obtain any improper advantage. CONTRACTOR shall immediately notify MMS in writing if it, or any of its owners, partners, members, directors, officers, employees, shareholders or agents, commits a violation of the Prevention of Corruption Act, Chapter 131, U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, any applicable law, statute or regulation that prohibits bribes and/or conferring any improper gift, payment, or other benefit on any person or any officer, employee, agent or adviser of such person, or any other applicable anti-corruption law or regulation, whereby in such event, MMS shall reserve its right to terminate this Order.
27. **Export Approvals:** In the event that the scope of work and/or goods and/or services is completely and/or partially subject to export control regulations, as for example in case of military goods in general or Dual-use-goods, CONTRACTOR shall explicitly and in writing point this out to MMS promptly prior to the acceptance of this Order. CONTRACTOR must comply fully with all applicable legislation, regulations and government requirements including all applicable export control and economic sanctions laws, rules and regulations as they apply to any information, equipment, product or other items, controlled under such ("Controlled Items"), including without limitation, those implemented by the U.S Government (including those under the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. Parts 120-130), the Export Administration Regulations ("EAR") 15 CFR Parts 730-774, and the Foreign Assets Control Regulations (31 C.F.R. Parts 500-598)), by the European Union (including those under the controls on exports of dual-use items and technology implemented pursuant to Council Regulation (EC) No. 428/2009) and by other applicable government authorities (collectively, "Trade Control Laws"). In the event that the applicable trade control approval or approvals cannot be obtained under the Trade Control Laws, whether in whole or in part, MMS shall be entitled to terminate this Order, at no cost to MMS.
28. **Personal Data Protection:** CONTRACTOR shall implement all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorised (i) destruction, (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access). CONTRACTOR shall protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of obligations in connection with this Order.
29. **Health, Safety, Security, and Environment ("HSSE"):** CONTRACTOR must ensure that its personnel and the personnel of any permitted subcontractors comply with all applicable Laws and MMS policies relating to health, safety, security and environment within MMS premises or any other premises which are accessed or used pursuant to the Order; under no circumstances shall MMS be held liable for any incident arising as a result of CONTRACTOR's failure to comply with such Laws and/or policies.
30. **Governing Law:** This Order, and any dispute or claim arising out of or in connection with this Order or its subject matter or formation, including any non-contractual disputes or claims, shall be exclusively governed by and construed in accordance with the laws of Brunei Darussalam.
31. **Dispute Resolution:** MMS and CONTRACTOR shall make every effort to amicably resolve, by direct informal negotiation, any dispute arising between them pursuant to or in connection with this Order. If the Parties are unable to amicably resolve any dispute within thirty (30) days from the date such dispute arose, either party shall require that the dispute be referred for resolution by arbitration, in accordance with the provisions of the Arbitration Order. The Arbitration Tribunal shall consist of a single arbitrator, such person to be agreed between the Parties, or failing agreement, to be nominated in accordance with the Arbitration Order, 2009. The applicable rules of arbitration shall be the UNCITRAL Rules of Arbitration. The seat and place of arbitration shall be Brunei Darussalam, and the language of the arbitration shall be English. All rights and obligations of the Parties under this Order shall continue in full force and effect pending the final outcome of such arbitration. Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Order, 2009 for the time being in force in Brunei Darussalam. The application of Part II of the International Arbitration Order, 2009 and the Model Law referred thereto to this Order is hereby excluded. Nothing in this clause shall be construed as preventing any party from seeking conservatory or similar interim relief from any court with competent jurisdiction. Any award rendered by the arbitral

tribunal shall be made in writing and shall be final and binding on the parties. The parties shall carry out the award without delay. Judgment upon any award or order may be entered in any court having jurisdiction. All aspects of the arbitration shall be considered confidential.

32. **Waiver:** No failure(s) on the part of MMS to enforce, from time to time, all or any portion of these Terms and Conditions shall be interpreted as a waiver of any such Term or Condition. None of these Terms and Conditions shall be considered waived by MMS unless such waiver is given by MMS in writing.
33. **Entire Agreement:** The Order sets forth the entire agreement between the parties concerning its subject matter and supersedes any other agreements or statements pertaining to the same subject matter, except those agreements or statements expressly referenced in the Order as included. Any Non-Disclosure Agreement pertaining to the subject matter shall remain in effect according to its terms, unless the Order provides that it is terminated or replaced.
34. **Force Majeure:** MMS and CONTRACTOR are each excused from performance of the affected part of an obligation of the Order while performance is prevented by a Force Majeure Event unless the event was contributed to by the fault of the party or was due to circumstances that could have been avoided or mitigated by the exercise of reasonable diligence. A party whose performance is delayed or prevented shall use reasonable endeavours to mitigate the effects of any Force Majeure and forthwith notify the other Party (giving full details thereof) and within fourteen (14) working days from the date of such notice, the Parties shall meet to determine by agreement the consequences. If no agreement is reached within a further period of forty-five (45) working days and if the circumstances of Force Majeure continue, either Party shall have the right to terminate this Purchase Order by giving written notice to the effect to the other. A statement in writing by a competent, authoritative, independent body confirming the veracity of a Force Majeure event claimed by either Party shall be accepted as conclusive evidence thereof.
35. **Notices:** All notices or other communications under the Order must be in English and in writing, and: (i) delivered by hand; or (ii) sent by prepaid courier; or (iii) sent by registered post; or (iv) sent by email with confirmation receipt requested. Notices and communications are effective when actually delivered at the address specified in the Order. Notice provisions specified in this clause shall not apply to
- service of subpoenas or notices in connection with legal proceedings in court or administrative actions, which instead are required to be made in accordance with Applicable Law.
36. **Licences and Permits:** CONTRACTOR represents that it has all valid permits and licences necessary to perform its obligations in connection with this Order or it shall obtain at its cost all such permits and licenses. CONTRACTOR shall provide copies of such permits and licences free of charge to MMS upon request.
37. **Documentation:** CONTRACTOR shall provide all relevant documentation free of charge to MMS upon request, including but not limited to: a) relevant Certificate of Origin authenticated by the respective Chamber of Commerce; b) Declaration of manufacturer; c) relevant safety data sheets where goods/and/or works are classified as dangerous goods under the International Maritime Dangerous Goods (IMDG) Code, the International Air Transport Association (IATA) Dangerous Goods Regulations and other classifications ; d) documents required for clearance of the goods, services and/or works from Authorities in Brunei Darussalam.
38. **Performance and Relationship:** CONTRACTOR shall provide all labour, tools, materials and supplies necessary for performance of its obligations in connection with this Order and shall perform all such obligations in a professional and workmanlike manner in accordance with practices generally acceptable for the nature of the Goods, Services and/or Works and in accordance with MMS's specifications and drawings, if any. CONTRACTOR shall exercise due care at all times in the performance of its obligations in connection with this Order, CONTRACTOR shall act as an independent contractor and shall not for any purpose be considered an agent, servant or employee of MMS.
39. **Joint and Several Liability:** If CONTRACTOR is an entity or joint venture of two (2) or more parties, all such parties shall be jointly and severally bound to MMS for fulfilment of these Terms and Conditions.
40. **Severability:** If any part or all of any one or more of the provisions contained in these Terms and Conditions is/are for any reason held to be void, invalid, illegal or unenforceable in any respect it (or the relevant part) shall be deleted and shall not affect the remaining provisions of these Terms and Conditions which shall remain in full force and in effect.