

QPOWER Standard Terms & Conditions

1. Scope and validity

These General Terms & Conditions of Purchase shall automatically apply to any purchase orders issued by Qatar Power Company QSC (the "Client") for the supply of Products or Services, as defined in the purchase order [or contract] referring to these General Terms & Conditions of Purchase, to be rendered with regards the Ras Laffan "B" Combine Cycle Power and Water Plant is 1025MW power & 60MIGD water production plant. The main Power block consists of three Siemens V94.3A Gas Turbine-generator sets, three Heat Recovery Steam Generators and two Steam Turbine-generators set. Gas turbine uses Natural gas as fuel. Three HRSGs are horizontal gas path type with supplementary firing. Gas turbine generators and Steam Turbine generators are air-cooled. The main auxiliary systems are fuel gas system, Condensate and feed water system, cooling water system with cooling tower, DM water plant and GIS etc. Located in Ras Laffan Industrial City unless (i) otherwise agreed between the Client and the Supplier under a framework agreement to which these General Terms & Conditions are attached (the "Contract") or (ii) the Client has agreed otherwise in writing. The Supplier's general terms and conditions of sale shall only apply if they have been negotiated and accepted in writing by the Client.

These General Conditions of Purchase do not apply to purchase orders placed by the Client [or its Affiliated Entities] for services and/or products which are the subject of a distinct framework agreement signed between the Client and the Supplier and as expressly mentioned therein.

2. Purchase orders

The purchase orders shall only bind the Client if it is validated by a representative duly authorized by the Client to place such purchase orders. Purchase orders placed verbally or by telephone shall only be valid and have effect if they are confirmed in writing by procurement.

Each order must be acknowledged within a maximum period of five (5) days with effect from its date of dispatch, failing which the order may be cancelled by the Client who is not obliged to provide a reason or, where appropriate, will be treated as having been

accepted by the Supplier (insofar as concerns electronic orders, an e-receipt is allowed).

The acceptance of a purchase order or commencement of execution of said purchase order by Supplier shall be considered as an acceptance by Supplier of said purchase order and its unconditional adherence to these General Terms & Conditions of Purchase and all clauses and special conditions contained in the purchase order or Contract referring to these General Terms & Conditions of Purchase.

Should the Supplier accept the purchase order conditionally or make certain reserves, the Supplier shall notify the Client thereof within five (5) days of receipt of the purchase order by means of a written document separate to its standard form. In this case, the Client shall no longer be bound by said purchase order unless it in turn confirms its acceptance of said modifications in writing.

3. Price invoicing and payment

Unless otherwise indicated in writing in the purchase order or Contract referring these General Terms & Conditions of Purchase, the prices are fixed, may not be revised and include all costs, i.e. transport (among other, shipment), packaging, cartage or creating of items, unloading, insurance, taxes, (including but not limited to costume duties), charges and levies except VAT where applicable. For avoidance of doubt, Client's count will be accepted as final and conclusive on shipments not accompanied by Supplier's itemized packing slips.

In addition, the prices shall include all royalties or other charges which may be claimed or required to be paid for patent rights or licenses necessary to enable the Client to freely use patented Products supplied by Supplier, whether or not such Products are specifically designated as patent in the Purchase Order or Contract. The Supplier shall indemnify the Client against all claims, costs and demands which may arise about infringement of patent rights in respect of the use of any Products supplied under a Purchase Order and/or a Contract.

Client is entitled to deduct from any amount due or becoming due to the Supplier under the Contract or any other contract, all costs, damages or expenses for which the Supplier is liable to the Client under the Contract.

The Supplier's invoices must indicate:

- Name and address of the Supplier
- Invoice date and number;
- Purchase order number, line Product or Service number and, if applicable, the order number;
- Description, quantity, unit of measure, unit price and extended price of the Product/Service delivered/performed;
- Terms of any discount offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of person to notify in event of defective invoice;
- Supplier's bank account number and other account information; and
- Any additional legal information required by law.

The invoice shall be accompanied, where applicable, by documents signed by both parties confirming the Acceptance of the Products and/or Services.

The invoice shall be sent to the following invoicing address:

Attn: Mr. Faheem Raheem Accounts Manager Qatar Power Company PO Box 22664 Doha Qatar Ph: +974 44996306

or any other different address as may be indicated in the purchase order or any framework agreement to which this General terms & Conditions of Purchase are attached.

Invoices that do not comply with the provisions stated herein shall be automatically returned to Supplier and payment shall be suspended until a new complete invoice has been submitted to the Client.

The payment shall be made within thirty (30) after the end of the month in which the invoice has been received by the Client.

Payment shall be made for Products and Services accepted by the Client that have been duly delivered or performed. Advance payments will not be applicable.

If the Supplier becomes aware of a duplicate contract, financing or invoice payment or that the Client has otherwise overpaid on a contract, financing or invoice payment, the Supplier shall immediately notify the Client and request instructions for disposition of the overpayment.

4. Delivery Acceptance and Time for Completion

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The Supplier undertakes to deliver/complete the Products and/or Services to the locations/on the dates/within the periods and time schedules agreed with the Client and indicated on the relevant Contract and/or purchase order and, if applicable during the operating hours of the Site as communicated by the Client.

If as a result of any cause within the responsibility of the Client, delivery/completion of the Product/Services is delayed, the time of completion will be extended by such period as it may be considered reasonable by the Client.

If Services are provided onsite, the Supplier shall comply with the Client's health and safety regulations and measures applicable to external companies working on the Client's site.

Unless specific arrangements are made between the Client and the Supplier to the contrary, the Supplier shall provide, at his own expense, all the services and facilities necessary to carry out the Services.

All materials and workmanship used in the performance of the Services shall be to the quality standards as defined in the Contract, or if not so defined, to standards of reputable Companies providing similar services and acceptable to the Client.

The Supplier shall execute the Services to the satisfaction of, and in accordance with instructions issued by the Client.

The Client is entitled to:

- (a) Reject any Product or Services which are defective or not in accordance with the Contract
- (b) Order the proper re-execution of any Services which in its opinion is not in accordance with the Contract or the Purchase Order.

The Client or its auditors are entitled at all reasonable times during the term of the Contract (or a Purchase Order) to inspect, examine, test and check all the Products, workmanship and/or progress of Services being supplied by Supplier.

For all aspects, Supplier hereby declared that it has examined the Site, these General

Terms and Conditions, the Request for Proposal issued by the Client, the technical specifications, drawings and all other relevant matters of the Plant and the Site, and has verified and confirmed, before entering into this commercial transaction with the Client, the correctness of the conditions of the Site and the Plant with regards the proper and timely execution and/or delivery of the Services or Products.

The Products delivered must comply in full of the quality and quantity conditions stipulated in the purchase order or the Contract and with any additional requirements agreed between the Parties. The Client shall only be deemed to have accepted apparent defaults if (i) in the case of delivery of Products, the Client has not notified the Supplier of these faults within fifteen (15) working days of the delivery date or (ii) in the case of supply of Products or Services if, subject to the proper satisfaction of an acceptance procedure (including but not limited to the performance of a preliminary visual inspection on the Products or Services), the Client has accepted the Products and/or Services in writing after having been requested to do so by the Supplier.

Should the Client conditionally accept the Products and/or Services, the Supplier must remedy the defaults identified as quickly as possible. Client shall not assume any additional costs originated due to the remedy (replacement and re-delivering) of any defective Products by Supplier, if the defaults identified have not been remedied within fifteen (15) days, the Client is entitled to refuse the Products. The price shall not be due and the Supplier will refund any advance payment paid by Company as quickly as possible. If the Products and/or Services are accepted unconditionally or if the initial conditional acceptance is confirmed unconditionally, the Client shall declare acceptance in writing ("the Acceptance").

Without prejudice of the above, in the event the Client requires the Supplier to provide testing and certification of the Products or Services to be delivered, the Supplier must, at his own expense, undertake or cause to undertake the required testing and

certification and supply the documents supporting the successful completion of such testing and certification to the Client.

In case of Products containing Hazardous / Dangerous materials Supplier shall be responsible to ensure that the respective permit of import (or, if not possible, a clear copy of it) is delivered to the Client prior to arrange any shipping of the Products.

In case of chemical Products, Supplier shall be responsible/liable for any leakage or spillage occurred at the Site.

5. Transfer of title and risks

Unless a different agreement is included in the purchase order or Contract, the title in and risk of damage or loss of the Products are transferred to the Client upon its formal Acceptance by the Client and:

- i) Upon delivery of the Products to a carrier, if transportation is EXW; or
- ii) Upon delivery of the Products to the Client at the destination specified in the purchase order or the Contract, if transportation is DDU/DDP.
- iii) Upon the final acceptance of the Services or Products where commissioning is required.

6. Access and performance of activities into the Site

The Supplier is informed that the Operation and Maintenance of the Plant located at the Site is done by the Client. Following the Client's internal policy, the access of Supplier's personnel into the Site shall be pre-authorized by the Client. Any request of access into the Site shall be submitted by the Supplier to the Client at least 2 working days prior to the delivery of Products or performance of Services into the Site.

Without prejudice of the above, access will be given by the Client to Supplier as stated in the Contract and during agreed time lines.

7. Delivery periods and penalties

Time is of the essence. Unless otherwise specified in the purchase order or contract referring to these General Terms & Conditions of Purchase, delivery periods agreed in advance between the parties shall take effect from the date upon which the purchase order is signed by the Client. These periods cannot be revised without the prior written consent of the Client. The final

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deadline for delivery indicated on the purchase order shall be the date upon which the last Product listed on the purchase order is delivered. The Client reserves the right to refuse early deliveries. In the event the Supplier does not comply with the agreed delivery dates, the Client reserves the right to:

- (i) purchase similar, or equivalent deliverables, Products and/or Services from a third party supplier. In such circumstances Supplier shall be fully liable for any extra costs incurred by the Client beyond the value of the related purchase order; and/or
- (ii) terminate the concerned purchase order or the contract referring to these General Terms & Conditions of Purchase without any intervention by the courts and tribunals being required, by sending a notice to Supplier, and without prejudice to any damages or compensation it may claim for all resulting damages.

8 Variations

The Supplier shall not modify or alter the Services or Products except if requested by the Client. At any time during the term of Contract the Client may order the Supplier to modify or vary the Services or Products to be supplied. Such variation order will be in writing by the Client to the Supplier.

The Supplier shall price any variation or change requested by the Client using prices/rates, analogous to those in the Contract or where such prices/rates are not appropriate, the amount shall be such sum as is reasonable in the circumstances.

Any changes to the Contract Price resulting from a variation to the Services or Products shall be agreed between the Parties.

The supplier shall provide all necessary information to support any proposed change to the Contract Price.

9. Warranty

The Supplier shall supply Products and provide Services that are free of all apparent and/or hidden defects and defaults and fit for their purpose and which comply with applicable regulations, good practices, state of the art and standard requirements in terms of use, reliability, life. In the absence

of specific provisions set out in the purchase order or contract referring to these General Conditions of Purchase and without prejudice to more stringent legal provisions, the Supplier warrants that the Products and Services will comply with the requirements of the Client, will be of good quality, new and unused and in proper operation during a period of twenty-four (12) months as from the date of Acceptance. In the same way, the Supplier undertakes to repair or replace, at the Client's discretion and at the Supplier's own cost, all defaults, defects and nonconformities of the Products and Services identified during this period and shall hold the Client harmless from any resulting damages. In the event of repairs to or replacement of Products, a new warranty period of twenty-four (12) months for said Products shall commence on the date upon which the repaired or replaced Products are delivered or are put into service. All costs or charges incurred during the implementation of these warranties shall be borne by the Supplier.

In the event of extreme urgency, the Client shall be entitled to repair or replace the Products itself, without prejudice to the aforementioned obligations of the Supplier.

10. Support- Product end of life

The Supplier undertakes, for a minimum period of five (5) years following the end of production or withdrawal from the catalogue of said Products, to supply the Client, under reasonable conditions in terms of price and delivery period, with items, spare parts and other elements required to continue to use the Products.

11. Compliance with regulations

The Products delivered, and Services provided shall comply with all applicable local, European and international legal and/or regulatory requirements in terms of safety, environment and labor that are in force in the country of destination of said Products and/or Services. All dangerous Products must be delivered with a material safety data sheet in accordance with national applicable regulations. All documents and certificates must be supplied at the same time as the purchase order and form an integral part thereof.

12. Confidentiality

All information of any nature, either commercial or technical, disclosed by either Party to the other in connection with the purchase order or during its execution, remains the exclusive property of the Party disclosing said information. The Party receiving said confidential information from the other Party shall only use it in connection with the purchase order and shall return it to the disclosing Party after execution of the purchase order. The receiving Party undertakes to treat said information as strictly confidential for a period of five (5) years following the date upon which the purchase order was placed. The receiving party shall only disclose it to employees as may be required to execute the purchase order (on a need to know basis) and shall ensure that said employees are bound by similar confidentiality obligations. Each Party shall not disclose confidential information received from the other Party to any third parties under any circumstances without prior written authorization of the disclosing Party.

13. Communication

Without prior written agreement from the Client, the Supplier shall not communicate on, in any manner whatsoever, or disclose any information about, the existence of commercial relations between the Client and the Supplier and/or about the Client and its associated brands.

14. Intellectual property rights

The Supplier shall grant to the Client all necessary intellectual property rights right to use the Products and Services. The Supplier shall transfer exclusively to the Client, as of right and without any formal procedures, gradually as they are completed all intellectual property rights on the deliverables executed for the Client under a purchase order (including the right to reproduce and represent on any medium and as many times as desired or to modify the deliverables). This transfer shall be valid for the duration of legal protection of the intellectual property rights and for the whole world. The Prices agreed between the Parties include this transfer of rights.

The Supplier shall indemnify and hold the Client harmless against any action by a third party resulting from the violation of intellectual property rights (foreign patent, trademark, copyright, etc.) in connection

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with any deliverables, Products and/or Services supplied under a purchase order, and shall be fully responsible, as regards the Client, for any resulting damages, including the cost of legal assistance. Moreover, the Supplier undertakes, at its own cost, to adapt the deliverables, Products and/or Services which would violate the intellectual property rights of a third party or to replace them with similar, or equivalent deliverables, Products and/or Services. If this is not possible, the Client may terminate the purchase order without prejudice to any damages it may claim.

15. Liability and Insurance

The Supplier shall always remain responsible control and supervise all its employees, including when they are working on the Client's project site or premises.

The Supplier shall take and maintain, both on its own behalf and on the behalf of any of its sub-contractors, a valid insurance from a recognized insurance company to guarantee the financial consequences of its liability and the liability of any of its sub-contractors (Third Party Liability insurance) that may arise as the result of bodily, property damage and consequential losses, whatever their origin, caused to the Client or any third party during or after execution of any purchase order.

In detail the insurance to be taken and maintained by Supplier shall include coverage in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such coverage must be in the minimum amount of 1,500,000 USD.

In addition, the Supplier shall hold employer's liability insurance in respect of its staff in accordance with any legal requirement.

The Client may ask the Supplier a copy of the insurance policies taken out by the Supplier. The insurance policies must enter into force at the latest from the date of delivery of the Products or date the Services start to be performed under the purchase order shall remain in force for an uninterrupted period of twelve (12) months afterwards and contain a waiver of recourse in favor of the

Client. The indication of any guaranteed sums in the insurance policy does not in any way constitute a waiver on the part of the Client towards the Supplier to claim amounts above neither the aforementioned sums nor a limitation of liability. The Supplier shall be solely responsible for payment of insurance premiums.

For avoidance of doubt, the terms and conditions of any insurance or the amount of coverage shall not relieve the Supplier of any liabilities under this General Terms & Conditions of Purchase or any other purchase order or additional agreement between the Parties. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in this provision

Without prejudice of the above, the Supplier shall indemnify the Client fully against all claims, proceedings, actions, damages, legal costs expenses and any other liabilities in respect of any death or personal injury, or loss of or damage to property, which is caused directly or indirectly by any act or omission of the Supplier. This condition shall not apply to the extent that the Supplier is able to demonstrate that such death or personal injury, or loss or damage, was not caused or contributed to by his negligence or default, or the negligence or default of his staff or sub-Supplier, or by any circumstances within his or their control.

16. Termination

Termination for Supplier's Default: The Client may terminate the purchase order, or any part thereof, or terminate the contract referring to these General Terms & Conditions of Purchase, in the event of any default by the Supplier, or if the Supplier fails to comply with any contractual or commercial terms and conditions agreed with the Client, including but not limited to the failure to provide, upon request, adequate assurances of future performance to the Client. In the event of termination due to Supplier's Default, the Client shall not be liable to the Supplier for any amount for Products and/or Services not accepted, and the Supplier shall be liable to the Client for

any and all rights and remedies provided by law.

The Client has the right to terminate the purchase order or the contract referring to these General Terms & Conditions of Purchase upon 30 days of written advance notice to the Supplier.

In the above case, the Client will issue a "Cure notice" 30 days prior to the termination notice. The purpose of this Cure Notice is to give one more opportunity to the Supplier to discuss and correct any problem (failure) occurred during the performance of its contractual obligations.

Termination for Client's convenience:

The Client reserves the right to terminate a purchase order, or any part hereof, or terminate the contract referring to these General Terms & Conditions of Purchase, for its sole convenience, In the event of such termination for Client's convenience, the Supplier shall immediately stop (and cause any and all of its suppliers and subcontractors to also stop) all work related to the Products or Services purchased hereunder. Subject to the legal and commercial terms agreed by the Parties, the Supplier shall be paid a percentage of the contract price reflecting the percentage of the Services performed or the Products delivered prior to the notice of termination, plus reasonable charges the Supplier can demonstrate to the satisfaction of the Client using its standard record keeping system, have resulted from the termination. The Supplier shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This provision does not give to the Client any right to audit the Supplier's records. The Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

In the same way, the Client may, without prejudice to any applicable laws, terminate the purchase order as of right in case of bankruptcy, dissolution or seizure of the assets of the Supplier, in such case the terms and conditions of termination due to Supplier's Default shall apply.

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The completion or termination of the purchase order or the contract referring to these General Terms & Conditions of Purchase shall not affect any obligations that, due to their nature, shall survive, such as but not limited to obligations relating to the warranty, compliance with regulations, intellectual property or confidentiality.

15. Ethics and Sustainable development

The Supplier undertakes to comply with the Client's commitments to Ethics, sustainable development (including environmental and social responsibilities), as set forth in the following the Client Charters and group reference documents, available on the Client's website. In particular, the Supplier shall, and shall cause its main sub-contractors and/or suppliers, (i) to refrain from utilizing child labour or any other form of forced or involuntary labour, (ii) to refrain from any form of discrimination within its company or with its sub-contractors and/or suppliers; (iii) to ensure safe working conditions and healthy work environment for all its employees; (iv) to act with respect for the environment and minimize adverse impact on the environment; and (v) to refrain from engaging in any form of corrupted practices.

17. Sub-contracting

The Supplier shall be solely responsible for the correct execution of the purchase orders. The Supplier may only transfer all or part of its rights and obligation under a purchase order to a third party after obtaining prior written agreement from the Client. The Supplier shall in all cases remain responsible for the acts or omissions of its sub-contractors and any agreed sub-contracting shall not release the Supplier in any way of its obligations performed by said third party. The Client shall be free to transfer, fully or partially, its rights and obligations pursuant to the purchase order to an affiliated company.

18 Force majeure

A force majeure event is an event which is reasonably unforeseeable that prevent one party to perform its obligations and which cannot be circumvented by the affected party. In case of force majeure, the obligations of either of the Parties affected by a force majeure shall first be suspended.

The affected Party shall notify the other Party in writing as soon as it is reasonable possible, but in any case, no later than 10 calendar days after the commencement of the respective force majeure event. The force majeure notification shall contain a detailed description of the event and an explanation of the negative impacts on the timely satisfaction of the affected Party's obligations.

The affected Party shall be make every effort possible to minimize the effects resulting from the force majeure event. Should the force majeure last more than fifteen (15) days, without any possibility of remedying it, the other Party may terminate the contract without damages due by either Party.

19. Applicable law and settlement of disputes

In the event of difficulty in interpretation or execution of these general conditions of purchase the parties shall, in good faith, make all reasonable efforts to finding an amicable solution before commencing any legal proceedings.

Should this amicable procedure de unsuccessful within thirty (30) days following the start of negotiations, the dispute shall be finally and exclusively settled by the competent court of the country in which the client's head office is located.

These General Terms & Conditions of Purchase shall be governed by the laws of the State of Qatar and the courts of the Qatar shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement

20. General provisions

The invalidity of one clause shall not invalid these General Terms & Conditions and the Parties shall do their best effort to replace said invalid clause with a valid clause of equivalent economic effect.

Failure to exercise or a delay in exercising a right or recourse by one of the Parties shall not constitute a waiver of said right or recourse nor the waiver of all other rights or recourses.

Any change or modification to these General Terms & Conditions of Purchase may only be made by written agreement of the Parties.

Each Party is an independent legal entity, both in legal and financial terms, and acts on

its own behalf and under its sole responsibility.

The Supplier carries out its activities as an independent service provider towards the Client. All of the Supplier's staff that is appointed, wholly or partially, to execute the contract shall remain, in all circumstances, under the management and authority of the Supplier. The Supplier hereby declares that the personnel performing the Services under a purchase order are employed in accordance with the provisions of Articles of the Labor Code in force by the law of Qatar or any local legislation applicable to the Supplier and the Supplier and undertakes, in its capacity as an employer, to comply with all administrative, accounting and social management obligations with respect to its staff.

Notwithstanding the above, the Client may order the removal of any personnel of the Supplier's staff and the Supplier's sub contractor's staff if, in its opinion, they are not suitable for the job.

The Supplier shall assign a member of their personnel with sufficient expertise and knowledge whom will be the primary point of contact (POC) to respond to Client's requirements. His/her name and phone number should be provided to the Client prior to delivery of the Products or performance of the Services. The POC assigned to the Client shall be available from 7:00am to 7:00pm, and on emergency cases 24/7.

In addition to the primary POC, the Supplier shall provide an alternate POC name and phone number.

The Supplier shall ensure that all correspondence related to this contract or its commercial relation with the Client is submitted in English or with an English translation.

The Client or its auditors are entitled at all reasonable times during the term of the Contract (or a Purchase Order) to inspect, examine, test and check all the Products, workmanship and/or progress of Services being supplied by Supplier.