



ABU DHABI GAS LIQUEFACTION COMPANY LIMITED

CONDITIONS OF CONTRACT

for

SERVICES OF CONTRACTOR (DAS ISLAND)

Issued by:

Head of Contracts
Contracts Department

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CONDITIONS OF CONTRACT SERVICES OF CONTRACTOR (DAS ISLAND)

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1. DEFINITIONS AND INTERPRETATION

- 1.1 "ADGAS and "Contractor" shall mean the contracting parties named in the Agreement and shall include their successors and permitted assigns. The term "Contractor" shall describe the party in contract with ADGAS notwithstanding that in its business it may be the custom for said party to use another style or title such as consultant, surveyor or the like.
- 1.2 "Affiliate" in relation to either party shall mean any company, which is a subsidiary of a party to the Agreement, or a company of which such party is a subsidiary or a company, which is another subsidiary of a company of which such party is a subsidiary.
- 1.3 "Authority" shall mean any competent Government or semi-Government authority having jurisdiction over the Site and any other areas in which the Services are to be performed in whole or part.
- 1.4 "Contract" shall mean the Agreement and all the documents referred to therein in their due order of precedence.
- 1.5 "Contract Programme" shall mean the programme for performance of the Services as described in the Agreement.
- 1.6 "Effective Date" shall mean the date on which the Contract shall deemed to be effective as defined in the Agreement.
- 1.7 "Final Completion Certificate" shall mean the final certificate issued by ADGAS to Contractor denoting that Contractor's obligations to ADGAS in respect of Warranty Period have ceased.
- 1.8 "Month" shall mean calendar month.
- 1.9 "Provisional Acceptance Certificate" shall mean the certificate(s) issued by ADGAS to Contractor denoting the Services or part thereof have been substantially completed in conformity with the Contract.
- 1.10 "Services" shall mean any and all services due to be performed by Contractor under the Contract.
- 1.11 "Site" shall mean any land or other places on, under in or through which the Services are to be performed but shall exclude the Contractor's offices and facilities utilised in connection with the Services.
- 1.12 "Sub-Contractor" shall mean any party (other than the Contractor) named in the Contract to perform any part of the Services or any party to whom any part of the Services has been sub-contracted by Contractor and shall include their successors and assigns.
- 1.13 "Warranty Period" shall mean that period of time during which Contractor shall remain liable for the remedy of any defects in the Services including the deliverables, as stated in the Agreement.

Words importing the singular shall also include the plural and vice versa where the context requires.

Headings in the Contract shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or construction of the Contract or any part thereof.

2. ADGAS REPRESENTATIVE

ADGAS shall appoint a person or persons in writing to act as ADGAS representative for the purposes of the Contract.

3. CONTRACTOR'S REPRESENTATIVE

Contractor shall appoint a person or persons in writing to ADGAS to act as Contractor's representative for the purposes of the Contract. Contractor's Representative shall be available at all times during working hours and shall be authorised to act on behalf of Contractor in all matters relating to the Contract.

4. ADGAS GENERAL OBLIGATIONS

ADGAS shall provide for the benefit of Contractor and its Sub-contractors and suppliers the services and facilities described in ANNEXURE A hereto. Where such services and facilities are to be provided for the account of Contractor and if requested by any Sub-Contractor, ADGAS may at its discretion provide such services and facilities directly to that Sub-Contractor. In the event that ADGAS agrees to provide such services and/or facilities directly to any Sub-Contractor, Contractor agrees that it shall be liable for all charges in respect thereto and authorises ADGAS to deduct any and all such charges from any sums payable to Contractor by ADGAS under the Contract.

5. COMMENCEMENT AND DURATION

The Services shall commence on the date(s) shown in the Agreement and the initial duration of the Contract shall be for the period stated therein subject to ADGAS's rights of termination herein. The period the contract may be extended with the agreement of both parties upon the same terms and conditions contained in the Contract.

6. CONTRACT PROGRAMME

Without relieving the Contractor of his obligations hereunder, the Contractor shall develop his detailed programme for performance of the Services, which shall be agreed between Contractor and ADGAS at the commencement of the Services. Contractor's detailed programme shall be developed from the Contract Programme. The Contract Programme may subsequently be revised in accordance with the provisions of Clause 8 VARIATIONS.

7. PROGRESS

Contractor shall if required by ADGAS, at agreed intervals provide ADGAS Representative with a report showing salient features of progress since the previous report, and, if applicable, detailing expenditure incurred under the Contract.

8. VARIATIONS

8.1 ADGAS shall have the right to order any variation to the Services. Such variations may include additions, deletions, substitutions or any other alterations including changes in the Programme. Variations shall not vitiate or invalidate the Contract. Contractor shall, upon receipt of an order for a variation, promptly advise ADGAS of any effect thereof on the provisions of the Contract, the performance of the Services, or upon the Contract Programme. Should the variation result in an increase or decrease in the contract price, Contractor shall promptly prepare and submit to ADGAS for its agreement an estimate of the increase or decrease utilising for such purpose any prices and rates contained in the Contract.

8.2 Upon receipt of such an order issued by ADGAS Contractor shall implement same and proceed diligently with its execution notwithstanding that agreement may not have been reached as to whether such order constitutes a variation and the value thereof. Pending agreement on the value (if any) of a variation ADGAS may establish such basis for adjustment of the contract price and associated payment provisions as ADGAS shall deem reasonable having due regard to all the circumstances.

8.3 Variations shall be ordered in writing except that ADGAS may give oral instructions for immediate implementation by Contractor where in ADGAS's judgement the safety or integrity of the Services is at risk. In any such instance ADGAS shall promptly confirm its instructions in writing.

- 8.4 ADGAS shall not be obliged to consider any requests for Variations from Contractor arising out of the performance or re-performance of the Services (whether or not arising from this clause 8 or out of any instruction to change or vary the Services) or any other reason whatsoever unless:-
- (a) written notice is submitted to ADGAS within fourteen (14) days of the first occurrence of the event from which the claim for additional costs has arisen.
 - (b) the Contractor submits to ADGAS a summary statement, of the claim within twenty-eight (28) days of the date on which the event first occurred,
- Failure by Contractor to meet either of the two time constraints referred to above shall result in the request for variation not being entertained by ADGAS.

9. WARRANTY

- 9.1 Contractor warrants that it shall exercise all reasonable skill, care and diligence in the performance of the Services and shall carry out the Services in accordance with good engineering and/or professional practice.
- 9.2 During the Warranty Period, Contractor shall be responsible for and shall rectify at no additional cost to ADGAS, any discrepancies, errors or omissions in the services, drawings, documentation and/or other data supplied by it under the Contract whether the same shall have been approved by ADGAS or not, provided that such discrepancies, errors or omissions are not due to inaccurate information furnished in writing to Contractor by ADGAS.
- 9.3 Contractor warrants it's full understanding of the general ADGAS policies and procedures contained in the Guidance Notes for Das Island Contractors, as ANNEXURE C hereto.
- 9.4 Contractor's liability under this clause shall remain in full force and effect throughout the duration of the Contract and continue during the Warranty Period following completion of the Services by Contractor.

10. PERFORMANCE BOND

- 10.1 If the Contract requires the Contractor to provide security for its proper performance of the Contract, as noted in the Agreement, the Contractor shall within 14 (fourteen) days of the Effective Date of the Agreement, obtain and deliver to ADGAS an irrevocable and unconditional Performance Bond issued by a bank or banks registered in the emirate of Abu Dhabi. The Performance Bond shall bind the Contractor and the bank or banks jointly and severally in the sum stated in the Agreement, for the due performance of the Services and such Performance Bond shall remain valid until the issue of the Final Completion Certificate.
- 10.2 The form and terms of the Performance Bond shall be as per ANNEXURE D hereto and shall be subject to the approval of ADGAS. All costs incurred by Contractor in complying with this obligation shall be for the account of the Contractor.
- 10.3 If, in the opinion of ADGAS, the Contractor shall default in any of its obligations under the Contract, then notwithstanding any other options available to ADGAS under the terms of the Contract, ADGAS may, at its sole discretion, exercise its rights as provided by the terms of the aforementioned Performance Bond.
- 10.4 Prior to exercising such rights, ADGAS shall advise Contractor in writing, stating the nature of the default in respect of which the claim is to be made. Any such claim shall be without prejudice to ADGAS's other rights under the Contract.
- 10.5 No claim shall be made against a Performance Bond after the issue of the Final Completion Certificate and the Performance Bond shall be returned by ADGAS to the Contractor within 14 (fourteen) days of the issue of the Final Completion Certificate.
- 10.6 The Performance Bond sum shall be adjusted in case of increase/decrease to the Contract Price.

11. PROVISIONAL ACCEPTANCE CERTIFICATE

- 11.1 Contractor shall apply to ADGAS for a Provisional Acceptance Certificate (PAC) when Contractor considers the Services are complete in conformity with the Contract. On receipt of Contractor's application, ADGAS shall either issue a PAC or notify Contractor in writing within seven (7) days of any deficiencies in the Services.
- 11.2 In the event of such deficiencies, Contractor shall re-perform all necessary work and shall again apply to ADGAS for a PAC. This procedure shall be repeated until such time as the Services are complete in conformity with the Contract, whereupon ADGAS shall issue a PAC. The issue of a PAC shall not necessarily signify that the Services are complete in every respect. Any minor outstanding work shall be listed as an attachment to the PAC and Contractor shall complete all such outstanding work as required by ADGAS and in any case prior to Contractor applying to ADGAS for a Final Completion Certificate.

12. REMEDY OF DEFECTS

- 12.1 Contractor shall make good any defects in the Services provided at any time prior to the expiry of the Warranty Period provided ADGAS shall in respect of the Services or a portion thereof:-
- a) decide that any service performed by Contractor or its Sub-contractors is defective or not in accordance with the Contract requirements (all such matters being hereinafter in this clause called "Defects") and
 - b) as soon as reasonably practicable thereafter give to Contractor notice in writing of the said decision specifying particulars of the Defects and where the same exist or have occurred.
- 12.2 If Contractor fails to do remedy such Defects within a reasonable period ADGAS shall have the right to make good such Defects either itself or by engaging another contractor to remedy the Defects, and where such costs arise due to the default of Contractor, all such costs shall be charged to or recovered from Contractor.

13. FINAL COMPLETION CERTIFICATE

- 13.1 Contractor shall apply to ADGAS for a Final Completion Certificate (FCC) upon expiry of the Warranty Period provided that Contractor has completed all outstanding work listed in an attachment to the PAC. On receipt of Contractor's application, ADGAS shall either issue a Final Completion Certificate or notify Contractor in writing within seven (7) days of any outstanding deficiencies.
- 13.2 In the event of such deficiencies, and without prejudice to any other right of ADGAS, Contractor shall without undue delay, correct any deficiencies and shall again apply to ADGAS for a Final Completion Certificate. This procedure shall be repeated until such time as the Services are finally completed in conformity with the Contract, whereupon ADGAS shall issue a Final Completion Certificate.
- 13.3 Where Contractor is required to supply a Performance Bond in accordance with Clause 10 hereof, and upon receipt of a Final Completion Certificate, Contractor shall apply to ADGAS for release and return of its Performance Bond.

14. CONTRACTOR'S PERSONNEL

- 14.1 In the performance of the Services hereunder, Contractor shall employ only such personnel as are properly qualified, skilled and experienced in their respective callings. Key personnel named in the Agreement shall be approved by ADGAS.
- 14.2 If at any time and for any reason these personnel do not perform their duties to the satisfaction of ADGAS then ADGAS may at its option terminate the Contract or require Contractor to provide without delay suitable replacements acceptable to ADGAS at no extra cost to ADGAS.

15. INDEPENDENT CONTRACTOR

In the performance of the Contract, it is agreed by the parties hereto that the Contractor is an independent Contractor and in no way an agent of ADGAS. The Contractor has no authority to bind ADGAS in any way without the express prior written agreement of ADGAS. All persons employed by the Contractor or introduced by the Contractor in its performance of the Contract shall be regarded as employees (or agents as the case may be) of the Contractor alone, and all debts, liabilities and obligations of any kind imposed upon or incurred by the Contractor in its performance of the Contract shall be the debts, liabilities and obligations of the Contractor alone.

16. ASSIGNMENT AND SUB-LETTING

- 16.1 Contractor shall not assign, sub-let or sub-contract all or any part of its rights, liabilities, or obligations hereunder or the Services to be performed hereunder without ADGAS's prior written consent. Such consent to assign, sub-let or sub-contract shall not relieve Contractor of any liability or obligation under the Contract.
- 16.2 ADGAS may assign or sub-let the whole or part of its rights, liabilities and obligations to any other party upon the same terms and conditions as those agreed between the parties hereto without the consent of Contractor.
- 16.3 Wherever appropriate reference to Contractor shall extend to include its representative/ assigns/vendors/sub-contractors, etc., with respect to its obligations and responsibilities for performance of the Contract.

17. INVOICES AND PAYMENT

- 17.1 Invoices in respect of the Services shall bear the Contract number stated in the Agreement and shall be supported by such documentary substantiation as may reasonably be required by ADGAS.
- 17.2 Contractor's invoices shall be submitted monthly, in arrears and in triplicate showing the sum or sums due for payment in accordance with the provisions of the Contract. Invoices shall be submitted to:

Abu Dhabi Gas Liquefaction Company Limited
PO Box 3500
Abu Dhabi
United Arab Emirates

and marked "For the attention of the Finance Manager"
- 17.3 ADGAS shall pay correct invoices normally within thirty (30) days of receipt. If ADGAS shall dispute any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, ADGAS shall advise the Contractor of the amount(s) in dispute and shall instruct the Contractor to issue a credit note for the said disputed amount(s). ADGAS shall pay the undisputed portion of the invoice normally within thirty (30) days from receipt of Contractor's credit note.
- 17.4 In the case of remuneration in accordance with a schedule of rates the rates shall be deemed to be fixed for the duration of the Contract (or such other period as may be stated in the Agreement).
- 17.5 The total amount payable by ADGAS to Contractor for the Services shall be limited to the amount shown in Appendix II to the Agreement which sum shall not be exceeded without ADGAS's prior written authorisation given by a formal amendment to the Contract.
- 17.6 All payments by ADGAS to Contractor shall be in the currency of the Contract stated in the Agreement.

- 17.7 Payment by ADGAS of any of the Contractor's invoices shall be without prejudice to ADGAS's rights subsequently to challenge the correctness thereof.

18. INFORMATION, TAX MATTERS AND INDEMNITY

- 18.1 On request, Contractor shall supply and shall procure any Sub-Contractor or supplier hereunder to supply to ADGAS such information (including documentary information) in connection with its or its Sub-Contractors' or suppliers' activities under or pursuant to this Contract as may be required by ADGAS for any of the following purposes:
- a) to enable ADGAS to comply with the lawful demand or requirement for such information by any Authority to ensure that all requirements of the applicable law are being complied with by Contractor,
 - b) to enable ADGAS to conduct, defend, negotiate or settle any claim arising out of, or in connection with, such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings,
 - c) to enable ADGAS to make any application (including, but without limitation, any claim for any allowances or reliefs) or representation in connection with, or to contest any assessment on, or liability of ADGAS to any taxes.
- 18.2 The obligations of Contractor set forth above shall subsist for a period of five (5) years commencing with the date of agreement by ADGAS of Contractor's final statement of account under the Contract, and Contractor shall retain and shall procure any Sub-Contractor or supplier hereunder to retain, all information and documents in connection with its activities under or pursuant to the Contract as shall enable Contractor to comply with its above obligations.
- 18.3 Contractor shall pay, and shall procure that its Sub-Contractors shall pay, all taxes properly and lawfully assessed or imposed by any Authority in connection with the carrying out of the Services.
- 18.4 Contractor shall indemnify and keep indemnified ADGAS against all liabilities incurred as a consequence of breach by Contractor or any Sub-Contractor or supplier of any of the obligations under sub-clauses 1, 2 and 3 hereof and all actions, proceedings, claims, damages, charges, costs and expenses whatsoever in relation thereto.
- 18.5 Contractor is deemed to have taken into account in its rates, sums and prices contained in Appendix II to the Agreement all taxes, levies or contributions having effect on the Effective Date of the Contract.
- 18.6 If, on or after the Effective Date of the Contract there shall be any change in the level or in the incidence, or any new incidence or abolition, of any UAE tax, levy or contribution excluding any tax on profits or gains, which are by law payable by Contractor or any Sub-Contractor or supplier hereunder in respect of its employees working wholly on the Services or in respect of Contractor's or any Sub-Contractor's or supplier's activities under the Contract or any sub-contract or purchase order hereunder, the net amount of such change or new incidence or abolition shall constitute an addition to, or deduction from, the sums payable to Contractor under the Contract.
- 18.7 Contractor shall submit to ADGAS with its monthly statements full details of any addition or deduction to be made pursuant to the above, and all payments after submission of such details shall take account of the additions or deductions to which such details shall relate.
- 18.8 Contractor shall insert provisions into each Sub-contract or purchase order hereunder imposing on each Sub-Contractor or supplier obligations, which will enable the Contractor to comply with its obligations under sub-clauses 1 to 4 hereof. The net amount due to, or from, any Sub-Contractor or supplier hereunder as a result of any change, new incidence or abolition arising from the provisions of sub-clause 4 hereof shall be paid to, or recovered from, Contractor by ADGAS as though such increase or decrease had directly affected Contractor.
- 18.9 For the purposes of this Clause only, "tax" includes any tax, duty or charge and any penalty or interest thereon and any other costs and charges whatsoever assessed or imposed by any Authority.

19. AUDIT

In relation to reimbursable items paid for by ADGAS under the Contract, ADGAS shall have the right to audit the relevant books and accounts of Contractor at its address herein at any time until the expiry of twenty-four (24) months following the settlement of the final account. Any incorrect payments made by ADGAS shall be adjusted in accordance with the findings of said audit. Contractor shall make all relevant books and accounts available and give the auditors all reasonable assistance and shall ensure that its Sub-Contractors comply with similar provisions in any Sub-Contract issued by Contractor.

20. INDEMNITIES

- 20.1 Contractor hereby indemnifies ADGAS and holds ADGAS harmless from and against any and all liability for death, illness or injury to any third party or for loss of or damage to any third party's property and against all claims, demands, proceedings and causes of action resulting therefrom and arising out of any negligent act or default on the part of Contractor its servants or agents in the performance of any of its obligations hereunder.
- 20.2 Contractor hereby indemnifies ADGAS and holds ADGAS harmless from and against all claims, demands, costs, charges and expenses arising from and in respect of risks and liabilities assumed by Contractor or Sub-contractor under sub-clause 1 hereof whether or not such claims, demands, costs, charges and expenses are covered under the insurance effected by Contractor or Sub-contractor.
- 20.3 Contractor hereby indemnifies ADGAS and hold ADGAS harmless from and against any and all liabilities for death, illness or injury to any of Contractor's personnel or it's Sub-contractor's personnel or for loss of or damage to any property whatsoever, and against all claims, demands, proceedings and causes of action resulting therefrom howsoever caused including where such is caused by the negligence of ADGAS.
- 20.4 ADGAS hereby indemnifies Contractor and hold Contractor harmless from and against any and all liabilities for death, illness or injury to any of ADGAS's personnel or for loss of or damage to the property of its personnel and against all claims, demands, proceedings and causes of action resulting therefrom howsoever caused including where such is caused by the negligence of Contractor.
- 20.5 Each party hereto shall bear all consequential damages and indirect losses it suffers (including loss of profits or production) whether or not foreseeable at the date hereof and shall save the other party harmless from any liability therefor.

21. INSURANCE

21.1 Without limiting Contractor's obligations and responsibilities under the Contract, Contractor shall at it's own expense, during the whole period of the Contract, insure, or cause to be insured, in the joint names of ADGAS, the Contractor and it's Sub-contractor(s) the following risks and liabilities and shall cause the insurers or underwriters thereof to waive their rights of subrogation against ADGAS and ADGAS Indemnified Parties as defined in sub-clause 8 hereof:

- a) Contractor's Equipment and other property

All equipment and other property brought on to Site by Contractor or it's Sub-contractors for use in connection with the Services and any other property not insured by ADGAS under sub-clause 2 hereof to the full replacement value against all loss or damage howsoever caused.

- b) Workman's Compensation (Employer's Liability)

Workman's Compensation and Employer's Liability insurance covering the agents, servants and employees of Contractor and it's Sub-contractors for all compensation and other benefits required of Contractor and Sub-contractor by the Workman's Compensation or similar statutory insurance laws of any nation or

political subdivision thereof under the Contract in respect of liability for bodily injury by accident or disease including death resulting therefrom sustained by any agent servant or employee of Contractor or Sub-contractor arising out of and in the course of his employment. The limit of liability under the Employer's Liability provisions shall not be less than Dhs. 1,000,000 (UAE Dirhams One Million) per occurrence.

c) Motor Vehicle Third Party and Passenger Liability

Motor Vehicle Third Party and Passenger Liability insurance in respect of death of or injury to persons and/or loss or damage to property in respect of motor vehicles used by Contractor in connection with the performance of the Contract and Contractor shall ensure that it's Sub-Contractors maintain such insurance in respect of motor vehicles used by them.

Such insurance shall provide an unlimited indemnity for death of, or injury to, persons and the equivalent of not less than Dhs. 1,000,000 (UAE Dirhams One Million) for loss or damage to property which shall be extended as may be necessary to cover any additional cover required by statutory requirements in the country where the Services are being performed.

Contractor shall supply to ADGAS copies of the above insurance policies within thirty (30) days following the Effective Date of the Contract or prior to commencement of the Services at Site, whichever first occurs.

21.2 Without limiting Contractor's obligations and responsibilities under the Contract, ADGAS shall insure wherever necessary the following risks and liabilities at it's own expense, either in the joint names of ADGAS, Contractor and it's Sub-contractors or shall provide a waiver of the rights of subrogation against Contractor and it's Sub-contractor(s):-

a) Land, Sea or Air Transit Insurance

All marine shipments, airfreight movements and land transportation of materials in connection with the Services and any ADGAS's equipment within and between the location where loaded on conveyance or vessel to the Site, subject to declaration by Contractor.

b) Insurance of the ADGAS provided equipment/materials

The equipment and materials to be provided by ADGAS but excluding items which Contractor is required to insure under sub-clause 1 hereof, against all insurable physical loss or damage howsoever caused, to the replacement value thereof from the commencement of the Services until the completion of the Contract for loss or damage arising from a cause occurring during any Warranty period as defined in the Agreement.

c) General Third Party Risks/ ADGAS Existing Property Insurance

Legal liability for loss or damage to any property (other than that provided by Contractor in connection with the Services or any materials or equipment for incorporation therein and provided by ADGAS) or injury to any person (other than employees of Contractor or it's Sub-contractors) which may arise out of or in connection with the execution of the Services. Such insurance shall be in a sum of not less than US\$ 10 million (US Dollars Ten Million) in respect of one accident or series of accidents arising out of one event.

21.3 The insurance provided by ADGAS under sub-clause 2 hereof shall be subject to the limits of liability and deductibles as listed in ANNEXURE B, NOTES ON INSURANCE. All deductibles within and/or liabilities in excess of the indemnities provided under the insurance arranged by Contractor, it's Sub-contractor(s) and/or ADGAS shall be for the account of, and paid by, Contractor and/or it's Sub-contractor's.

- 21.4 The insurance to be provided by Contractor under sub-clause 1 shall be effected, as far as possible, with the following Abu Dhabi national insurance companies:
- Abu Dhabi National Insurance Company
 - Al-Ain Ahlia Insurance Company
 - Al-Dhafra Insurance Company
 - Emirates Insurance Company
 - Al Khazna Insurance Company
 - Al Wathba National Insurance Company
 - Abu Dhabi National Takeful Company
- 21.5 Approval by ADGAS of any insurer or terms of insurance proposed by Contractor shall not relieve Contractor from any of its obligation's or liabilities under or arising from the Contract or generally at law.
- 21.6 Contractor or it's Sub-contractor's shall notify ADGAS and its insurers of any occurrence likely to give rise to a claim under ADGAS insurance effected under sub-clause 2 a), b) and c) as soon as possible and in any event within fifteen (15) days of such occurrence. Contractor or it's Sub-contractor's shall also submit all the claim documents to ADGAS's insurers directly as soon as possible but in any event no later than thirty (30) days of such an occurrence and shall handle all claim negotiations directly with ADGAS insurers for settlement of the claim in co-ordination with ADGAS. Actual settlement of the claim/claims shall be effected by ADGAS insurers directly to ADGAS account. Once the claim amount is settled by ADGAS insurers, ADGAS shall reimburse Contractor any claim amount due to Contractor or Sub-contractor.
- 21.7 If Contractor or it's Sub-contractor shall fail to effect and keep in force the insurance's required under sub-clause 1 hereof or any other insurance which may be required under the terms of the Contract, then ADGAS may in it's discretion effect and keep in force any such insurance and pay the premium as may be necessary for that purpose and from time to time deduct the amount so paid by ADGAS as aforesaid from any moneys which may become due to Contractor or recover the same as a debt due from Contractor.
- 21.8 For the purposes of this clause, ADGAS Indemnified Parties shall mean Abu Dhabi Gas Liquefaction Company Limited, other ADGAS contractor's and their sub-contractor's carrying out work/services at the Site, it's Affiliates and/or associates including the ADNOC Group of Companies, their successors and assigns and shall include their respective officers, employees, servants and/or agents.

22. SUSPENSION

- 22.1 ADGAS shall have the right to suspend the whole or any part of the Services at any time and from time to time for any reason by giving notice to Contractor specifying that part of the Services which is to be suspended and the effective date of such suspension.
- 22.2 Contractor shall forthwith secure, make safe and protect all service performed up to the date of suspension and shall cease performance of the suspended service during the suspension.
- 22.3 Contractor shall, during any period of suspension, continue to perform any non-suspended service with all due diligence.
- 22.4 In the event of suspension under this Clause, ADGAS shall pay Contractor for service satisfactorily performed up to the date of suspension that portion of the Contract Price applicable thereto and, unless caused by an act of Force Majeure or Contractor's default, such other reasonable direct costs incurred by Contractor in complying with ADGAS's instructions. However, ADGAS shall not pay for any such direct costs if the suspension was necessary by reason of default on the part of the Contractor.

23. TERMINATION

With cause

- 23.1 ADGAS may without prejudice to its other rights forthwith terminate the Contract by giving notice in writing to Contractor:
- a) If any present or future mortgage, charge, pledge or other security on or over the whole or any part of the undertaking, property, assets or revenues of Contractor becomes enforceable and any step (including the taking of possession or the appointment of a receiver or manager or administrative receiver) is taken to enforce that security.
 - b) If Contractor is or becomes bankrupt and/or is unable to pay its debts as they fall due or is deemed unable to pay its debts,
 - c) If Contractor begins negotiations or takes any proceeding or other step with a view to readjustment, rescheduling or deferral of all of its indebtedness or any voluntary arrangement by way of a composition in satisfaction of its debts or a scheme of arrangement of the affairs of the Contractor or a compromise or arrangement between the Contractor and its creditors or members shall be proposed, approved or effected.
 - d) If a distress, attachment, execution or other legal process is levied enforced or sued out on or against all or a substantial part of the property or assets of the Contractor.
 - e) If any step is taken by any person for the winding-up or liquidation of, or the appointment of an administrator in relation to, the Contractor.
- 23.2 If Contractor defaults in the performance of its obligations under the Contract and fails to correct such default immediately or if immediate correction is not possible fails to commence and continue effective action to correct such default, then after ten (10) days written notification from ADGAS, ADGAS may without prejudice to its other rights terminate the Contract by giving written notification specifying the date of such termination.
- 23.3 **Without cause** ADGAS reserves the right to terminate the Contract at any time by giving Contractor written notification specifying the date of termination. On the date of such termination Contractor shall discontinue performance of the Services and shall wholly comply with ADGAS's instructions regarding such termination. ADGAS shall pay Contractor in respect of Services satisfactorily performed up to the date of termination and other reasonable associated direct costs incurred by Contractor in complying with ADGAS's instructions, in accordance with the terms of the Contract. In no event shall Contractor be entitled to any prospective profits or any damages because of such termination.
- 23.4 In the event of termination under sub-clause 1 or 2 above ADGAS shall have the right to complete the Services or employ others to complete the Services and to recover from Contractor all costs incurred by ADGAS in excess of those costs that ADGAS would have incurred had the Contract not been terminated together with all other costs associated with or arising from the termination. ADGAS shall have the right to recover such costs either directly from Contractor or by deducting such costs from any moneys due or which become due to Contractor. Following termination as aforesaid, Contractor shall not be entitled to any further remuneration for Services carried out prior to termination until such time as the Services are completed and all costs have been finally ascertained by ADGAS.
- 23.5 In the event of ADGAS exercising its rights under the provisions of sub clauses 1, 2 or 3 hereof, Contractor shall promptly deliver to ADGAS all data, calculations and other matter all on an appropriate medium together with copies of all drawings, specifications and other documents prepared or obtained by Contractor in connection with the Services including the originals thereof and carry out ADGAS's instructions concerning any cancellation or assignment of sub-contracts, purchase orders and any other matters arising out the Contract which ADGAS decides are necessary or expedient.

- 23.6 Contractor shall ensure that corresponding termination provisions relating to this clause are included in sub-contracts and purchase orders including cancellation and rights of assignment.

24. PATENT INFRINGEMENT, NOTIFICATION AND INDEMNITY

- 24.1 Contractor shall indemnify ADGAS and hold ADGAS harmless from and against all actions, claims, demands, costs, charges and expenses arising from any infringement or alleged infringement of letters patent, design, copyright, trade marks or other industrial property rights arising out of or in connection with the performance of the Services by Contractor its Sub-Contractors or suppliers.
- 24.2 Contractor shall promptly notify ADGAS if it is or becomes aware of any such infringement or alleged infringement, or any matter which may give rise to a claim for infringement. In such event ADGAS shall have the right to require Contractor, at no extra cost to ADGAS, to amend or alter the Services or its performance thereof in such manner as shall avoid infringement whether actual, alleged or potential.
- 24.3 Contractor shall only enter into commitments with Sub-Contractors and purchase materials and equipment for incorporation in the Services from suppliers who will agree in writing to indemnify and keep indemnified Contractor against any claims for infringement or alleged infringement of letters patent, design, copyright, trade marks or other industrial property rights.

25. CONFIDENTIAL INFORMATION

- 25.1 All information obtained by Contractor for or in connection with the Contract and Contractor's performance of the Services shall be considered confidential and shall not be used by Contractor other than for the purposes of the Services, or divulged by Contractor, its servants or agents to any person, firm or corporation other than ADGAS's designated representative.
- 25.2 The foregoing restrictions shall not apply to any information disclosed by ADGAS to Contractor which:
- a) at the time of disclosure is in the public domain, or
 - b) after disclosure becomes part of the public domain, or
 - c) Contractor can show was rightfully in its possession at the time of disclosure without limitation or restriction as to use or disclosure, and was not acquired directly or indirectly from ADGAS, or
 - d) Contractor rightfully receives from any third party who did not receive such information directly or indirectly from ADGAS with limitation or restriction as to use or disclosure.

26. FORCE MAJEURE

- 26.1 If either party is temporarily rendered unable, wholly or in part by Force Majeure to comply with its obligations under this Contract and notice of such Force Majeure is given to the other party in writing within five (5) days after becoming aware of the adverse effects of the event of Force Majeure relied on, then such obligations of the party affected shall be suspended so long as this inability shall continue by reason of such Force Majeure. The party so affected shall give written notice to the other party of the ending of that event immediately after becoming aware thereof.
- 26.2 Neither party shall be liable for delays caused by Force Majeure, provided notice thereof is given as required above.

- 26.3 If a suspension of any obligation by virtue of this clause lasts for a continuous period of forty-five (45) days ADGAS may terminate this Contract forthwith by so notifying Contractor in writing. Such termination by Company shall take effect on receipt by Contractor of the written notice. Upon such termination both parties shall be released from any further obligations under the Contract but both parties shall retain all rights and claims arising prior to the effective date of the termination.
- 26.4 If ADGAS elects not to terminate the Contract as stated in sub-clause 26.3 above then the Contract shall be deemed suspended with effect from the expiry of the said forty-five (45) day period and the provisions of Clause 22 of this Contract shall apply.
- 26.5 Any claim on the part of Contractor for adjustment of the Contract Programme by reason of a suspension under this clause shall be made within a reasonable time after the end of the suspension, and Contractor shall promptly submit for review a revised Contract Programme for performance of the Contract.
- 26.6 The term "Force Majeure" as employed herein shall mean strikes (excluding strikes occurring among the employees of Contractor or its Sub-contractors) or industrial disturbances of a general nature, acts of the public enemy, wars, undeclared wars, acts of governments including the governments of Abu Dhabi or the UAE, blockades, insurrections, riots, epidemics, landslides, earthquakes, lightning, civil disturbances, explosions and any other cause or event which is unpredictable, unsurmountable and similar to the kind enumerated or equivalent forces, not within the control of the party affected thereby and which that party is unable to overcome by exercise of due diligence. Force Majeure shall not include financial distress of either party and late delivery of materials or equipment or late performance of a Sub-contractor unless such late delivery or performance is itself caused by Force Majeure. In the event of any dispute, the party claiming to be affected by Force Majeure shall bear the burden of proving that it is so affected.
- 26.7 Any claims by Contractor for an increase in the Contract Price by reason of the terms of this clause shall not be valid.

27. PUBLICITY

- 27.1 Contractor shall not publish or permit to be published either alone or in conjunction with any other person any information article, photograph, illustration or any other material of whatever kind relating to the Contract, or ADGAS's business generally, without prior reference to and Approval from ADGAS. Such consent shall apply to each specific application and relate only to that application.
- 27.2 Contractor and its Sub-contractors shall not place or permit to be placed its name, logo or any other mark including advertising materials on the Works other than marking permitted by ADGAS.

28. NOTICES

All notices to be given with respect to the Contract unless otherwise provided herein shall be given in writing to ADGAS and Contractor respectively at the addresses shown on the Agreement.

29. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall at its own expense and at all times comply with all laws, rules and regulations of any Authority which are now, or may in future become, applicable to Contractor's business, equipment, and personnel. Contractor shall not engage in activities properly objectionable to such authorities.

30. WAIVER

No waiver by either party of any provision of the Contract shall be binding unless made expressly in writing. Further, any such waiver shall relate only to such matter, non-compliance or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.

31. TITLE

- 31.1 Technical information (including drawings, designs, specifications, electronically recorded and stored data, computer programs and calculations) developed or arising during the Services or in connection with the performance thereof including the results thereof, as well as equipment supplied or purchased from funds provided by ADGAS, shall belong to ADGAS and ADGAS shall have full access thereto and use thereof.
- 31.2 Contractor hereby vests and agrees to vest in ADGAS and will procure any of its agents or Sub-Contractors to agree to vest in ADGAS all copyrights and proprietary rights relating to the Services and developed or arising during the Services or acquired hereunder from any third party, including the results thereof, and will execute all necessary documents, produce all necessary evidence and do all other things to procure to ADGAS such ownership upon ADGAS's request so to do and at ADGAS's expense.

32. LANGUAGE

The ruling language of the Contract shall be the English language.

33. APPLICABLE LAW

The Contract shall be construed and take effect in accordance with the laws of Abu Dhabi and the United Arab Emirates.

34. SETTLEMENT OF DISPUTES

- 34.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of the Contract, the matter shall in the first instance be referred by the one party to the other. Such reference shall state that it is made pursuant to this clause. Within thirty (30) days of receipt of such notice by one party to the other both parties shall meet to discuss the dispute and shall pursue and agree an amicable solution of the aforesaid dispute to the satisfaction of both parties to the Agreement.
- 34.2 If the parties fail to arrive at an amicable solution within sixty (60) days from receipt of the notice served pursuant to sub-clause 1 hereof, then the dispute shall be determined by an independent expert, to be agreed upon and jointly appointed between the parties within a further period of thirty (30) days thereafter.
- 34.3 In the event that the parties fail to agree on the appointment of an independent expert, then such dispute or difference shall be finally settled by arbitration under the rules of the Conciliation and Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said rules. The proceedings and all papers sent or presented shall be in the English language. Arbitration proceedings shall take place in Abu Dhabi unless otherwise agreed by the parties hereto.
- 34.4 The decision of any expert or arbitrators as provided for under sub-clause 2 and 3 hereof shall be deemed final and binding upon the parties and judgement thereon may be entered in any court having jurisdiction. The arbitration award shall be in lieu of any other remedy.
- 34.5 The costs of any expert determination or arbitration proceedings shall be borne equally by the parties hereto.

35. BOYCOTT OF ISRAEL

- 35.1 Contractor, and it's Sub-contractors, acknowledge that in connection with the performance of the Contract, the import and customs laws and regulations of the United Arab Emirates shall apply to the furnishing and shipment of any products or components thereof to the United Arab Emirates and supplied by Contractor or its Sub-Contractors.

- 35.2 Contractor specifically acknowledges that the aforementioned import and customs laws and regulation of the United Arab Emirates prohibit, among other things, the importation into the United Arab Emirates of products, components thereof
- a) originating in Israel,
 - b) manufactured, produced or furnished by companies organised under the laws of Israel, and
 - c) manufactured, produced or furnished by nationals or residents of Israel in Israel.
- 35.3 ADGAS, at its own discretion, reserves its right to make the final, unilateral and specific selection of any proposed carriers, insurers, suppliers of services to be performed within the United Arab Emirates or of specific goods to be furnished in accordance with the terms and conditions of this Contract.

36. HEALTH, SAFETY AND ENVIRONMENT

- 36.1 Contractor shall comply with the best industry practices relating to the health, safety and environment (HSE) and shall comply with all HSE requirements stipulated under the Contract.
- 36.2 Contractor shall comply with all statutory provisions and regulations (e.g. ADNOC, FEA) as shall from time to time be in force and having effect on the Site, relating to the health, safety and environment.
- 36.3 Contractor shall comply with all practices and procedures relating to health, safety and environment which may, from time to time, be issued by ADGAS.
- 36.4 Contractor shall comply with its own stated practices and procedures. Where these practices and procedures conflict with the special requirements contained in ADGAS HSE Manual Rules and Regulations or with the requirements of the specification then the aforesaid ADGAS HSE Manual Rules and Regulations and the requirements of the Specification shall take precedence.
- 36.5 Contractor shall appoint a dedicated professional HSE Officer responsible for health, safety, and environment matters as may be prescribed in the Contract.
- 36.6 The Contractor shall provide its Personnel with all necessary safety equipment and protective clothing in compliance with the ADGAS HSE Manual Rules and Regulations and to a standard acceptable to ADGAS.
- 36.7 Contractor's Personnel shall have attended any HSE course specified or required by ADGAS. The cost of such courses shall be borne by Contractor.
- 36.8 Contractor shall impose on its Sub-contractors the same obligations as are described in this clause and shall ensure that its Sub-contractors comply therewith.
- 36.9 Contractor will identify the environmental aspects (issues) associated with their activity and operation. In general, the environmental aspects are due to discharge of wastes and emissions and may result due to normal, abnormal and emergency situations.
- 36.10 Contractor will assess the risks involved with their environmental aspects and will act to control and minimize the risk.
- 36.11 Contractor employees, whose work can make significant environmental impact, should be trained on the environmental issues and concerns associated with their work and also about their role on how to control and mitigate environmental impact.

- 36.12 In case of handling hazardous chemicals, Contractor will ensure that the containers are properly labeled; stacked and material safety data sheets (MSDS) are available. All work related to hazardous chemicals should comply the requirements specified in the ADGAS HSE manual.
- 36.13 While using hoses, pipes and joints and other fittings during handling of hazardous substances, contractor will ensure the integrity of the appliances used and all cares should be taken to avert a leakage/ loss of containment.
- 36.14 Contractor will ensure that, while operating in Das Island site, wastes are segregated and disposed as per ADGAS waste disposal procedure.
- 36.15 Contractor will have an Emergency plan for responding any environmental incident like spillage, gas leakage etc. In case of any such emergency, Contractor will report to ADGAS HSE department promptly on telephone nos. 6062657/6062021 for any action/assistance.
- 36.16 Incase of any environmental incident, contractor will investigate the root causes for the incident and ensure that the corrective actions are implemented. A copy of the investigation report should be submitted to ADGAS.
- 36.17 Contractor should not use any HALON based fire extinguishing agents in line with ADGAS policy. ADGAS also strongly recommends the use of R134a (or any other US EPA approved substitutes) as refrigerants in place of conventional ones like R-11, R-12 and R-22.
- 36.18 Contractor will ensure special precautions while working with asbestos. Any work dealing with asbestos materials will be carried out as per guidelines stipulated in the ADGAS HSE Manual.

37. PASSES, PERMITS AND LICENCES

Contractor shall obtain and maintain at its own risk and expense all authorisations, passes, permits and licences as may be necessary for the performance of the Services and which are required to be or can be obtained in the name of Contractor. Contractor is required to comply with all Government and ADGAS regulations relating to security and immigration matters as are applicable to the area in which the Services shall be performed, see ANNEXURE C.

38. CO-OPERATION WITH OTHERS

Contractor shall liaise, co-operate with and afford all reasonable facilities and assistance to ADGAS, other contractors and suppliers, ADGAS representatives and agents and any Authority. Contractor shall ensure that during or after the completion of Services there shall be no interruption/hindrance to ADGAS operations and production facilities unless such interruption shall be unavoidable and shall have been approved by ADGAS.

39. CONTINUANCE OF SERVICES

Notwithstanding any disagreement, dispute, protest or court proceedings relating directly or indirectly to the Services, the Contractor shall, when required by ADGAS, at all times proceed with the Services in accordance with the determinations, instructions and clarifications of ADGAS. If the Contractor fails to proceed with the Services it shall be considered to be in default. During the period Contractor is proceeding with the Services it shall be paid the undisputed portion of any claim or payments due under the Contract as the case may be.

40. TIME LIMITATIONS ON CLAIMS

Notwithstanding any other provisions of the Contract, if the Contractor intends to claim any additional payment pursuant to any clause herein or otherwise, it shall give notice of its intention to claim to ADGAS within 14 days after the event giving rise to the claim has first arisen.

All such claims shall be submitted in writing for determination by ADGAS.

41. SUFFICIENCY OF TENDERS

The Contractor shall be deemed to have satisfied itself on to the correctness and sufficiency of the Tender and the rates and prices stated therein, which shall cover for all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Services and the remedying of any defects therein. In the event of any inconsistency between the rates and prices stated in the tender, and those in the contract, the latter shall prevail.

42. CONTRACTOR'S OBLIGATIONS TO ITS PERSONNEL

Contractor shall fulfil all its obligations including but not limited to payment or provision of salaries and all benefits to its Personnel, in accordance with the labour agreements between Contractor and its Personnel. Failure by Contractor to comply with this requirement shall be considered by ADGAS as a breach of Contract.

43. DOCUMENTS MUTUALLY EXPLANATORY

All parts of this Contract are intended to be correlative and complementary and any obligation imposed by one part and not mentioned in another shall be performed to the same extent and purpose as though required by all. The misplacement, addition or omission of a word or character shall not change the intent of any part of the Contract from that set forth by the Contract as a whole. In the event of ambiguities or discrepancies between documents the same shall be explained and adjusted by ADGAS who shall thereupon issue to the Contractor instructions directing in what manner the Contract is to be carried out.

44. CONTINUING OBLIGATIONS

The obligations contained in clauses 18, 19, 24, 27, 31 and 34 hereof shall continue notwithstanding completion or termination of the Contract.

45. INTERPRETATION

45.1 Words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.

45.2 This Contract shall be interpreted and construed according to the English Language. All documentation and communications between ADGAS and Contractor whether written or oral related to this Contract shall be in the English language.

45.3 All instructions, notifications, agreements, authorisations, approvals and acknowledgements shall be in writing.

45.4 The headings of the Clauses of this Contract are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction hereof.

46. SPECIAL CONDITIONS

Any additional conditions applicable to the Contract shall be numbered consecutively with the foregoing Conditions of Contract and be stated in the Agreement.

CONDITIONS OF CONTRACT
for
SERVICES OF A CONTRACTOR (DAS ISLAND)

ANNEXURE A

ADGAS GENERAL OBLIGATIONS

ANNEXURE A - ADGAS GENERAL OBLIGATIONS



The following services, facilities and personal safety equipment shall be made available to Contractor by ADGAS during the period of the Contract, in accordance with ADGAS policies from time to time in force.

Services/Facilities	Description	Number	
Charter flights for the account of ADGAS	Single trips:		
	Abu Dhabi - Das Island	_____	
	Das Island - Abu Dhabi	_____	
	Total:	_____	
	Return trips:		
	Abu Dhabi - Abu Dhabi	_____	
	Das Island - Das Island	_____	
	Total:	_____	
	Charter flights for the account of the Contractor	All single trips in excess of the number listed above at following unit rates:	
		Abu Dhabi - Das Island	Dhs. 424.00 per
Das Island - Abu Dhabi		Dhs. 424.00 per	
All return trips in excess of the number listed above at following unit rates:			
Abu Dhabi - Abu Dhabi		Dhs. 848.00 per	
Das Island - Das Island		Dhs. 848.00 per	
Accommodation/messing facilities for the account of ADGAS		Shared/Single air conditioned accommodation in accordance with ADGAS policies supplied with bedding, linen, towels, and laundry service whilst on Das Island Only inclusive of three meals per day.	
	Category A	_____	
	Category B	_____	
	Category C	_____	
Accommodation/messing facilities for the account of Contractor	Shared/Single air conditioned accommodation in accordance with ADGAS policies supplied with bedding, linen, towels, and laundry service whilst on Das Island Only inclusive of three meals per day in excess of the quantities listed above at the following unit rates:		
	Category A:	Dhs.163.00 per day or part thereof	
	Category B	Dhs. 89.00 per day or part thereof	
	Category C	Dhs. 89.00 per day or part thereof	

ANNEXURE A - ADGAS GENERAL OBLIGATIONS



Services/Facilities	Description
Medical	Use of Das Island Medical Facilities; services supplied at cost. Medical evacuation costs to be for the account of Contractor.
Safety Equipment	ADGAS shall provide, for the exclusive use of Contractors Personnel, a personal respirator (Mini-Auer) to be returned to ADGAS on contract completion. Failure by contractor to return the personal respirator to ADGAS on contract completion shall be subject to a charge by ADGAS to Contractor of US\$ 50 per unit.
Safety Training	All Personnel required to work on Das Island shall be required to attend an ADGAS Safety Induction Course upon arrival on Das Island.
Other Facilities/Services	<i>(To be inserted in final draft of Contract as applicable)</i>

NOTES:

Messing and Accommodation

These services will be supplied by ADGAS/ADMA-OPCO as appropriate who are responsible for the provision of all messing and accommodation arrangements on Das Island. Additional messing and accommodation services required by Contractor in excess of the Contract allowances will be charged directly by ADGAS/ADMA-OPCO at the rates stated above.

- Category A: Senior Staff (single accommodation)
- Category B: Junior Staff (shared accommodation)
- Category C: Artisans (shared accommodation)

Travel

Charter flights will be supplied by ADMA-OPCO who are responsible for all charter flight operations into/out of Das Island. The cost of any additional flights required by Contractor and in excess of the Contract allowance will be charged directly by ADMA-OPCO the rates stated above.

Medical

Contractor shall have access to Das Island Medical facilities during the period of the Contract and ADMA-OPCO shall provide medical services as required in accordance with its policies and procedures from time to time in force. All charges for such services provided to Contractor and its Personnel shall be made directly by ADMA-OPCO to Contractor at the current rates prevailing.

Transportation

Unless specified otherwise herein (i.e. contract scope or pricing), Contractor shall be responsible for provision of all transportation requirements for personnel, materials and equipment furnished by Contractor in the performance of this Agreement.

CONDITIONS OF CONTRACT
for
SERVICES OF CONTRACTOR (DAS ISLAND)

ANNEXURE B

NOTES ON INSURANCE

ANNEXURE B - NOTES ON INSURANCE

CONDITIONS OF CONTRACT SERVICES OF CONTRACTOR (DAS ISLAND)

The basis of the insurance to be provided by ADGAS in accordance with Clause 21 of the Conditions of Contract will be as follows:-

A) Land, Sea or Air Transport

Limit of liability up to US\$50 million for any one loss subject to a deductible of US\$5,000 for each and every loss.

B) Insurance of ADGAS supplied materials in connection with Services

Any equipment or materials supplied by ADGAS free of charge to Contractor will be insured against all risks of loss or damage up to the limit of US\$50 million. The cover provided is subject to the deductibles listed below for each and every loss.

C) General Third Party Risks Insurance

ADGAS, Contractor and it's Sub-contractors engaged on the Services will be insured under the ADNOC Group Small Works Policy in respect of their legal liability for injury to third parties and for damage to third party property arising from their operations in the performance of the Contract up to a limit of liability of US\$10 million for any one loss. The cover provided is subject to the deductibles listed below for each and every loss.

Cover beyond the Small Works Policy limit is provided under the ADNOC Group Third Party Liability Policy up to a limit of liability of US\$ 190 million under this policy, providing a total limit of liability for third party liability of US\$ 200 million. ADGAS Insurance provides Contractor with a waiver of rights of subrogation against Contractor for all claims up to the aforementioned limit of the ADNOC Group Third Party Liability Policies

D) ADGAS Existing Property

ADGAS existing property will be insured under the ADNOC Group Small Works Policy against all risks of loss or damage up to a limit of US\$ 5 million subject to the policy deductibles listed below for each and every loss. Cover beyond this policy limit is available under the ADNOC Group Fire and Extended Perils Policy up to the declared value. This Group Fire Policy provides Contractor with a waiver of rights of subrogation against Contractor for all claims in excess of the limits in the underlying Small Works Policy

Policy Deductibles

US\$ 15,000	Any one accident or occurrence in respect of loss or damage to works and maintenance, other than in respect of roads and/or sewage works.
US\$ 30,000	During testing and/or commissioning.
US\$ 30,000	For defective parts / defective design / faulty workmanship.
US\$ 52,000	Any accident or occurrence in respect of loss or damage pertaining to roads and/or sewage works.
US\$ 7,500	Any one accident or occurrence in respect of Third Party Liability.
US\$ 25,000	Any one accident or occurrence in respect of loss or damage to existing property.

CONDITIONS OF CONTRACT
for
SERVICES OF A CONTRACTOR (DAS ISLAND)

ANNEXURE C

GUIDANCE NOTES FOR DAS ISLAND CONTRACTORS

CONDITIONS OF CONTRACT
for
SERVICES OF CONTRACTOR (DAS ISLAND)

ANNEXURE D
FORM OF PERFORMANCE BOND

FORM OF PERFORMANCE BOND

*(To be issued by a bank registered in the UAE and subject to the approval of ADGAS .
The original of the Performance bond is to be typed on the Surety's headed letter paper)*

Abu Dhabi Gas Liquefaction Company Limited
Post Box 3500
Abu Dhabi
United Arab Emirates

Dear Sirs,

Performance Bond for: _____
ADGAS Contract No. _____ (the 'Contract')

BY THIS BOND We, *(enter the name of the Bank providing the surety)* (the 'Bank') whose registered office is at *(enter the Bank's registered office address)* have the honour to inform you that we irrevocably and unconditionally guarantee *(enter the name of the Contractor)* (the 'Contractor') and are held firmly bound to Abu Dhabi Gas Liquefaction Company Limited, ('ADGAS') in the amount of *(enter the currency and the amount in words and figures)* in support of the due performance of the obligations undertaken by Contractor in respect of the Contract, upon the terms and conditions specified hereunder.

WHEREAS;

1. ADGAS has or intends to enter into the Contract with Contractor for the supply or provision of certain goods and services as above (the 'Services'),
2. As a condition of entering into the Contract, the Contractor is required to procure a performance bond in the sum stated above,
3. The Bank has agreed to provide a performance bond in the prescribed amount.

NOW THEREFORE,

In consideration of the payments made by the Contractor to the Bank in connection with the costs of the Bank in issuing this bond, the Bank hereby irrevocably and unconditionally undertakes and guarantees that upon any default or alleged default on the part of the Contractor in the performance of its obligations under the aforementioned agreement, the Bank will pay to ADGAS an amount not exceeding the aforementioned sum, or part thereof, on your first demand without warning or any restriction or condition and without recourse and notwithstanding any objection on the part of the Contractor.

The sum payable by the Bank hereunder shall be paid to an account nominated by ADGAS within five banking days of ADGAS's first demand in writing. The certificate of a duly authorised officer of ADGAS as to the existence of a default or alleged default on the part of the Contractor and as to the amount payable by the Bank, shall be conclusive evidence of these matters. For this purpose a duly authorised officer of ADGAS shall be the General Manager, or such other officer appointed by him in writing, from time to time.

Any changes, modifications, additions, deletions or amendments which may be made to the Contract or in the Services or in the payments to be made on account thereof or any extensions of time for performance or other forbearance on the part of either ADGAS or the Contractor to the other or to any other guarantor of the obligations of either of them, shall not in any way release us from our continuing liability hereunder and we hereby expressly waive our right to receive notice of any such changes, modifications, additions, deletions, amendments, extensions, or forbearance.

This Performance Bond shall come into force on (*enter Effective Date of contract or letter of intent or date of acceptance of interim arrangement*) and shall cover any default or alleged default on the part of the Contractor in the performance of its obligations under the Contract. ADGAS's entitlement to claim under this undertaking shall terminate on the expiry of the Warranty Period as defined in the Contract.

Payment of the aforementioned sum by the Bank to ADGAS under the terms of this bond shall be made free and clear of all taxes, levies, duties, imposts, fees, deductions, or withholdings of any kind.

The costs of the Bank in issuing or extending the validity of this bond are to be borne by the Contractor.

The construction, validity and performance of this Performance Bond shall be governed by the law of Abu Dhabi.

for and on behalf of (*the Bank*)

Signed : _____

Dated this _____ day of _____, _____