

**ARAMCO AMERICAS COMPANY
TERMS AND CONDITIONS FOR INCIDENTAL VISITS
PERTAINING TO PREPARATORY OR AUXILIARY SERVICES
PERFORMED IN SAUDI ARABIA**

1. When requested in writing by Buyer ("Service Request"), Vendor shall provide the services of one or more representative to assist in or supervise work in connection with the erection, installation, start-up or other use of the Goods in Saudi Arabia. Such services shall be performed at calendar day rates set forth in this Order.
2. Compensation shall be payable commencing on the date of Vendor's representative's departure direct for Saudi Arabia until the day of his arrival direct from Saudi Arabia to his point of departure. Travel days authorized by Buyer for travel between Saudi Arabia and the United States or the Far East shall be limited to two (2) days for one-way travel, and four (4) days for round-trip travel. Compensation for travel days shall not exceed eight (8) hours per day.
3. No Vendor representative shall be present in Saudi Arabia for more than sixty (60) days for a single visit or cumulative total of multiple visits in connection with a Service Request. The sixty (60) cumulative days per calendar year per individual applies without regard to other purchase orders the Buyers have placed with the vendor. Normally, Vendor's representative, while in Saudi Arabia, will be required to work forty-eight (48) hours per week, eight (8) hours per day, Saturday through Thursday, with an eight (8) hour day of rest on Friday. Vendor's representative shall have a day of rest on any holiday designated as such by Saudi Aramco. If Saudi Aramco authorizes Vendor's representative to work overtime, such work shall be compensated at the overtime rate set forth in this Order.
4. Buyer shall bear no costs associated with and assumes no responsibility for obtaining passports, visas, medical examinations, inoculations and permits necessary for Vendor's representative to gain entry into and exit from Saudi Arabia in connection with trips taken pursuant to Service Requests, nor shall processing time or delay cost (by whomsoever caused) be charged to Buyer. In connection with the services performed under this Order by Vendor's employee: (a) Neither Vendor nor AACO shall make any inquiry, written or oral, direct or indirect, which is intended to ascertain any such employee's age, race, color, creed, religion, sex, nationality, national origin or ancestry; and (b) neither Vendor nor AACO shall discriminate or take what could be construed as discriminatory action against Vendor or its employee on the basis of any of the foregoing criteria.
5. Vendor's representative shall be housed free of charge in accommodations provided by Saudi Aramco. The accommodations provided may be in or outside Saudi Aramco communities and may be either Saudi Aramco or non-Saudi Aramco owned facilities.
6. Buyer shall reimburse Vendor for its representative's meals (when not provided free of charge) and incidentals in Saudi Arabia at calendar day rates, while said representative is in Saudi Aramco-provided accommodations, in accordance with Saudi Aramco's then current policy on that subject.
7. If Saudi Aramco provided living accommodations are not available on the basis set forth in clauses 5 and 6 above, Buyer or Saudi Aramco may authorize hotel accommodations, meals, and miscellaneous items such as laundry, the actual, reasonable cost of which Buyer shall reimburse to Vendor.
8. Local transportation required by Vendor's employee in Saudi Arabia in connection with the services to be performed under this Order shall be supplied by Saudi Aramco in conformity with its then current policy relating to that subject AACO shall defend, indemnify and hold Vendor harmless from any and all claims, losses, expenses or damages arising from or related to the injury to or death of any person and the damage to or loss of any property arising from Vendor's employee's operation of any motor vehicle assigned to him by Saudi Aramco, other than claims, losses, expenses or damages arising

out of Vendor's employee's willful acts or omissions or gross negligence. . All other local transportation engaged by Vendor's employee will be for the Vendor's own account.

9. In the event Buyer or Saudi Aramco is compelled by any Government authority in Saudi Arabia to pay any sum of money in satisfaction of any debt or obligation in Saudi Arabia of Vendor or its representative, Vendor shall reimburse Buyer or Saudi Aramco, as appropriate, upon receipt of its billing and evidence of the Governmental action which required the making of such payment, provided, however, that Buyer shall reimburse Vendor for customs duties imposed on the property of Vendor's representative required for the performance of services in Saudi Arabia. In the event customs duties or charges for the account of Vendor hereunder (and not falling within the exception stated above) or any sums of money in satisfaction of any debt or obligation are paid by Saudi Aramco or by AACO, AACO reserves the right to deduct the amount of such payments from the amount of AACO's payments to Vendor hereunder or under any other contract AACO may have with Vendor from time to time, or alternatively, to bill Vendor for such payments and, in this latter event, CONTRACTOR agrees to pay AACO this amount.
10. Your firm shall release, defend, indemnify, compensate and hold AACO, SAUDI ARAMCO and their respective officers, directors, employees, agents and representatives harmless from and against any and all claims, costs, expenses, liability or damage sustained by you, your REPRESENTATIVE, AACO or SAUDI ARAMCO and any of their respective agents or employees, in connection with the visit of your above named REPRESENTATIVE to Saudi Arabia, including but not limited to claims for personal injury or property damage occasioned by your REPRESENTATIVE and charges for your REPRESENTATIVE's use of any SAUDI ARAMCO facilities.
11. During any business trip, Vendor's representative shall comply with all applicable Saudi Aramco safety and personnel rules and regulations. Vendor's representative shall be entitled to medical and dental care in Saudi Aramco facilities only under emergency circumstances and at rates applicable to the general public.
12. Vendor's representative shall travel to and from Saudi Arabia according to the most direct route. Buyer will provide air transportation at no cost to Vendor or reimburse economy, round-trip air fare between representative's point of departure and Saudi Arabia. Vendor's representative also shall be reimbursed for all properly documented and reasonable traveling expenses actually incurred in connection with such travel, including charges for up to ten (10) kilos of excess baggage per person for air travel if the work for which such travel is undertaken shall require more than thirty (30) days. If Vendor's representative deviates from the most direct route, except for reasons beyond his control, Vendor shall be reimbursed only for transportation and travel expenses which would have been incurred had he traveled by the most direct route. Buyer reserves the right to determine the route and means of travel Vendor's representative will use for all transportation Buyer may request. All transportation engaged by Vendor's representative for his own pleasure or convenience will be for his or Vendor's account.
13. Vendor agrees that the calendar day rate incorporated in this Order shall remain valid for six (6) months from Saudi Aramco's receipt of the Goods in Saudi Arabia.
14. Upon the completion of each assignment by Vendor's representative, Vendor shall submit an invoice (which references the Service Request Number, this Order Number and the Goods purchased) in quadruplicate supported by necessary documentation (see clause 14 below) to Aramco Americas Company, P.O. Box 4313, Houston, Texas 77210-4313, Attention: Name of person who issued the Service Request. Buyer shall promptly pay said invoice.
15. Time sheets, approved by the appropriate Saudi Aramco representative, specified to Vendor in Buyer's Service Request, must accompany Vendor's invoice for services performed. Reimbursable expenditures invoices which exceed Twenty-five Dollars (\$25.00) per item must also be supported by

appropriate receipts. With respect to expenses reimbursable to Vendor pursuant to clauses 7, 8, 9 and 11 above, Vendor shall maintain books and records covering same for up to one (1) year after the completion of the services. Such books and records shall be subject to Buyer's review at any reasonable time within that year for the sole purpose of verifying that such costs were incurred. Sums due under clauses 7, 8, 9 and 11 shall be converted by Buyer to Vendor's normal currency of payment at Buyer's corporate rates of exchange prevailing on the date of invoice.

16. While present in Saudi Arabia, Vendor's employee shall abide by the Government Relations and Public Relations policies established from time to time by Saudi Aramco as such policies apply to persons sponsored within Saudi Arabia by Saudi Aramco. In addition, Vendor's employee shall strictly observe Saudi Arab Government rules, which prohibit photography without written approval from the competent authorities. Should Vendor desire to publish or release any publicity, public relations materials of any kind, or any photographs taken in Saudi Arabia, Vendor shall first submit such items to Saudi Aramco for review. Vendor shall not publish or release any such items without Saudi Aramco's prior written approval, which approval may be withheld in Saudi Aramco's absolute discretion without giving any reason therefore.
17. With respect to the performance of these services, neither Vendor nor Vendor's agents, or representative shall be deemed to be the servants, agents or representative of Buyer or Saudi Aramco.
18. Your firm agrees to obtain the written acceptance of your REPRESENTATIVE of the terms and conditions of this Agreement by separate instrument and, in the event that AACO requests evidence of said acceptance, to provide AACO with a copy of said instrument.