

ARAMCO AMERICAS COMPANY
STANDARD TERMS AND CONDITIONS FOR REPAIR ORDERS

Seller shall perform repair Services ("Services") for Goods ("Goods") provided by Buyer, both as described elsewhere in this Purchase Order ("Order") and under the following terms and conditions:

1. Choice of Law and Interpretation

The terms and conditions of this Order shall be governed by and interpreted in accordance with the laws of the State of Texas.

Neither custom nor usage of trade shall be considered in interpreting this Order.

2. Nature of Agreement

a) This Order is placed and accepted subject to the terms and conditions stated herein, constitutes the entire agreement between the parties with respect to the subject purchase and sale and shall control to the extent it contains or there exist any conflicting terms and conditions. These terms and conditions supersede any and all prior correspondence, communications, proposals or agreements, written or oral.

b) These terms and conditions may not be changed or waived except in writing and signed by both Buyer and Vendor. Any additional, inconsistent or different terms and conditions contained in Vendor's quotation, the Order or other documents supplied by Vendor are hereby expressly rejected.

c) This Order shall be considered accepted upon Buyer's receipt of the Acknowledgment Sheet signed by Vendor or the commencement of performance by Vendor based on this Order, if known to Buyer, shall also constitute acceptance of this Order without reservation, whether or not Vendor has signed and returned the Acknowledgment Sheet.

d) Acceptance by Vendor of the Order, including the bid given therein, and Buyer's acceptance of Vendor's bid is expressly limited to and conditioned upon these terms and conditions and Vendor's acceptance thereof.

e) Any technical data, specifications, standards, drawings, designs and the like attached to, referenced in, or later incorporated into this Order by a Change Order as provided in Clause 3 ("Buyer's Data") form a part of this Order.

f) If any provision of this Order is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

g) This Order shall not be assigned or subcontracted by value by Vendor without Buyer's prior written consent.

h) The rights of Buyer and Vendor herein are not exclusive and shall not limit either party's right to avail itself of any other remedy provided by law or equity.

3. Changes

At any time, Buyer may make a change within the general scope of this Order by written notice. Seller shall proceed with this Order as changed. Changes may include changes in the technical aspects of the Services, method of shipment or packing, inspection standards and place of redelivery. If a change affects the purchase price or redelivery date, Buyer and Seller shall mutually agree upon an equitable adjustment in the same. The change, and any such adjustments shall be set forth in a written Change Order issued by Buyer and signed by Seller.

4. Warranty

Seller warrants that:

a) Upon delivery to Buyer, Seller shall convey clear title to any replacement parts or materials incorporated into the Goods free of any lien, encumbrance or security interest.

b) The Services shall conform to Buyer's Data and shall be of high quality and workmanship within generally recognized industry standards.

Replacement parts and materials shall be new, or high quality and workmanship.

If the Services and/or any replacement parts and materials are found not to conform to the foregoing warranties at any time within twelve (12) months following redelivery to Buyer, Buyer may require Seller to reperform Services and/or repair or replace non-conforming replacement parts and materials at Seller's cost. Should Seller fail to so reperform non-conforming Services and/or repair or replace non-conforming replacement parts and materials, Buyer may reperform such Services and/or repair or replace such replacement parts and materials either itself or through others and change the cost thereof to Seller.

The foregoing rights of buyer are not exclusive and shall not limit Buyer's right to avail itself or any other remedy provided by law or equity.

5. Protection Against Certain Losses

Seller should not be liable to Buyer for loss of profits, crude oil or products derived therefrom due to any cause whatsoever.

6. Inspection

Buyer shall have the right to inspect the Goods while in Seller's custody, test or witness Seller's tests of the Goods and otherwise review Seller's performance. Buyer shall exercise such rights at reasonable times and in a manner which does not unreasonably interfere with Seller's operations. Buyer's exercise of such rights (including any approval of Seller's drawings), or waiver of the same, shall not relieve Seller of any of its obligations under the Order.

7. Packing Charges

If, on completion of the Services and redelivery to Buyer, the Goods are not packed and marked in accordance with Buyer's packing specifications and marking instructions and must be repacked or remarked, the cost shall be borne by Seller.

8. Risk of Loss From Non-importability

Buyer and Vendor agree that Vendor shall reimburse Buyer for any loss (not to exceed the purchase price of the Goods plus cost of transportation) Buyer may sustain in the event that Goods delivered or to be delivered hereunder are not permitted by Saudi Arab Customs or other governmental authorities to be imported into Saudi Arabia in consequence of its laws or administrative practices. (Note: The foregoing clause was adopted as a part of Buyer's Conditions of Purchase prior to January 18, 1978.)

9. Title and Risk of Loss

The Goods are owned by the Saudi Arabian Oil Company ("Saudi Aramco"). Title to the Goods shall remain with Saudi Aramco at all times and Seller shall not sell, pledge, loan, mortgage, part with possession of said items or suffer claims, encumbrances or liens to be made thereon. Risk of loss of the Goods shall be borne by Seller from the time of delivery of the Goods by Buyer to Seller until redelivery of the Goods to Buyer. In the event of loss or damage to the items while in possession of Seller, Seller agrees to pay Buyer for such loss or damage regardless of the cause thereof promptly upon submission by Buyer of a written claim thereon.

10. Cancellation for Buyer's Convenience

Buyer shall have the right to cancel all or part of this Order. Upon such cancellation, Buyer's only obligation with respect to the canceled part of the Order shall be to pay Seller for verifiable costs incurred to the date of cancellation, for verifiable costs and actual damages associated with the cancellation, and a reasonable profit.

11. Cancellation for Cause

If Seller commits any substantial breach of this Order, or Seller becomes bankrupt, solvent, or unable to meet its financial obligations, Buyer may cancel this Order without liability to Seller, and without prejudice to Buyer's right to claim damages or to pursue any other remedy provided by law.

12. Force Majeure

"Force Majeure" shall mean any act, cause or occurrence which is not within the reasonable control of Buyer, Seller or any of Seller's suppliers and which renders either party unable to perform its obligations.

If a party is unable to perform any of its obligations as a result of force majeure, performance of such obligations shall be excused during the period of force majeure. Such party shall immediately give written notice to the other party of the date of inception of the force majeure condition and the extent to which it will affect performance.

After thirty (30) cumulative days of force majeure affecting Seller's performance, Buyer may cancel this Order in whole or in part. Buyer shall have no liability to Seller for costs or damages arising out of such cancellation. Alternatively, Buyer and Seller may execute a Change Order reflecting a mutually agreeable adjustment in the redelivery date.

13. Payment

Except as provided below, invoices must be rendered when Seller submits to Buyer a Request for Shipping Instructions (RSI). Such invoices must show the Buyer's Order number and describe the Services exactly as on the Order. Net unit prices must be shown for each item invoiced. The item numbers on the invoice must correspond with those on the Order. Upon receipt of the RSI and such invoices, Buyer shall promptly issue shipping instructions. Except as provided elsewhere in this Order, payment of such invoices shall be made promptly upon receipt of proof of shipment. Proof of shipment is the carrier's inland bill of lading or similar document evidencing shipment of Goods to Buyer. Notwithstanding the above, invoices for Goods to be shipped by air freight shall be rendered by Seller at the time of shipment of such Goods and payment shall be made promptly upon receipt of said invoices.

Cash discount period, if any, begins with the date of Buyer's receipt of proof of shipment, or, in the case of air freight shipments, with the date of receipt of Seller's invoices for the Services.

14. Right of Offset

Upon written notice, any sum payable to Seller by Buyer under this Order may be set off by Buyer against any sum payable to Buyer by Seller under this Order or other agreements between Buyer and Seller.

15. Saudi Aramco as Beneficiary

Seller understands that Buyer is contracting with Seller for the purchase of Services related to Goods belonging to Saudi Aramco. Seller agrees that all rights of Buyer hereunder shall run to the benefit of and be fully enforceable by Saudi Aramco.

16. Taxes

All taxes arising out of this transaction shall be borne by Seller. Seller warrants that the purchase price is in accordance with applicable government pricing regulations and is exclusive of import tariffs and other taxes not levied on export orders.

17. Protection against Infringement

Seller warrants that the Services and replacement parts and materials do not infringe any patent rights, copyrights, trademarks, or trade secrets owned or controlled by any third party, either in the country of manufacture or use. Seller agrees to defend, indemnify and hold harmless buyer and its affiliated and related companies against any and all liability, loss or expense arising out of patent, copyright, trademark or trade secret misappropriation claim relating to the Services and replacement parts and materials.

18. Confidentiality of Information

Seller shall safeguard, treat as confidential, and shall not divulge any of Buyer's Data to anyone other than persons designated in writing by Buyer, so long as, and to the extent that, such of buyer's Data does not become part of the public domain, does not correspond to information furnished or made known to Seller on an unrestricted basis by a third party, or was not within Seller's possession at the time of disclosure.

Seller shall not transmit, disclose, ship, export, or re-export either directly or indirectly Buyer's Data, or any direct product based on or resulting therefrom (including but not limited to equipment, plant, process or service) to any destination to which the transmission, disclosure, shipment, export or re-export of technical data is proscribed under the laws of the United States.

Seller shall obtain identical undertakings from any person who is given access by Seller to any of Buyer's Data.

19. Title to Technical Data

Buyer's Data shall remain Buyer's property and shall be returned upon Buyer's request. All designs, drawings and calculations prepared by Seller for Buyer shall become Buyer's property. All rights to any invention, process or technology developed for this Order shall become Buyer's property.

20. Conflict of Interest

Except for customary promotional material and occasional business entertainment, limited in value in any instance to the reasonable cost of a lunch or dinner, Seller shall not give, directly or indirectly, any money, personal services, credit or other thing of value to Buyer or any employee of Buyer or its affiliated or related companies, or to its agents or contractors, in order to influence the award of this Order, its terms, performance, administration, extension or cancellation. Seller by acceptance of this order confirms that to the best of its knowledge no such gifts have been made, that it will use its best efforts to ensure that none is made and that it will inform Buyer at once should it hereafter learn that any such gift has been made.

Any violation of this provision shall constitute a material breach of this Order which, without prejudice to Buyer's right to enforce any other remedy provided by law, shall empower Buyer to cancel this Order and claim damages, including, but not limited to, increased costs incurred by Buyer as a result of such breach.

21. Export Controls

So that Buyer can properly comply with applicable U.S. export licensing and export filing requirements, for each item of ordered merchandise, Vendor shall provide Buyer, at the time of Purchase Order acknowledgement, by part number, with (i) its complete export classification under either the U.S. Munitions List in the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State, or under the Commerce Control List in the Export Administration Regulations (EAR) of the U.S. Department of Commerce; and (ii) its Schedule B number or Harmonized Tariff Schedule of the U.S. classification.

Where the export by the Buyer of any item of ordered merchandise will require the issuance of an export license or the granting of other necessary authorization by an applicable U.S. Government department or agency, Vendor shall cooperate with Buyer, as needed, in obtaining such license or authorization, and shall provide such information as may be necessary, in order to obtain the same.

22. Continuing Obligations

The provisions of the following clauses are continuing ones and their continuing, binding effect shall survive the completion or cancellation of this Order: Clauses 4, 14, 15, 16, 17, 18, 19, 20, and 21.