

**PURCHASE ORDER  
TERMS AND CONDITIONS  
(China)**

**THE PURCHASE ORDER, INCLUDING THE SCOPE OF WORK AND COMPENSATION SCHEDULE ATTACHED THERETO AND THESE TERMS AND CONDITIONS, SHALL BECOME A BINDING AGREEMENT BETWEEN COMPANY AND CONTRACTOR UPON THE EARLIER OF: (1) CONTRACTOR ACKNOWLEDGING ACCEPTANCE OF THE PURCHASE ORDER; OR (2) CONTRACTOR COMMENCING PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THE PURCHASE ORDER.**

These terms and conditions, together with the pages of the Purchase Order, shall govern the Services described in such Purchase Order. Contractor and Company are sometimes herein referred to individually as a "Party" and collectively as the "Parties".

1. Definitions. For the purposes of these terms and conditions, unless otherwise specifically noted, the following terms shall have the respective associated meanings:

"Acts" shall have the meaning given in Section 30(b).

"Affiliate" means, in relation to a Party, a Person that (i) is controlled by such Party; (ii) is controlled by another Person who also controls such Party; or (iii) controls such Party, when "control" and "controlled" mean direct or indirect ownership of 50% or more of the stock or interests having a right to vote for directors or, if there are no directors, such Party's highest level of management.

"Claims" means any and all losses, expenses, costs, damages, liabilities, claims, demands, liens, causes of action, suits, and judgments, of any nature, kind, or description (including reasonable attorneys' fees, costs of defense, fines, penalties, and interest), that may be brought or asserted against an indemnitee hereunder by any Person.

"Co-Venturer" means any Person with whom Company is, or may be, from time to time a party to a joint operating agreement, unitization agreement, production sharing contract, or other similar agreement relating to the operations for which the Goods are being provided or Services are being performed pursuant to this Order.

"Company" means the issuing Party identified on the cover page of the Purchase Order.

"Company Control Group" means Company, its Affiliates (including its ultimate parent, Hess Corporation), and Co-Venturers, together with its and their employees, shareholders, directors, officers, consultants, and contractors (but excluding Contractor Control Group).

"Company Group" means Company, its Co-Venturers, contractors, and subcontractors of every tier (but excluding every member of Contractor Group), together with each of their Affiliates, and the respective owners, shareholders, directors, officers, employees, agents, representatives, and invitees of each of the foregoing.

"Confidential Information" means any Information—in any form, whether oral, written, graphic, electronic (e.g., magnetic, optical, or digital), or otherwise—disclosed by Company Group to Contractor Group, whether or not marked as "Confidential", or otherwise ascertained by Contractor Group about any member of Company Group, together with any and all Information generated by Contractor Group that contains, reflects, or is derived from Information furnished by or ascertained about Company Group.

"Consequential Loss" means (i) any indirect, exemplary, punitive, or consequential loss or damage, however caused or arising, whether under contract, by virtue of any fiduciary duty, in tort or delict (including negligence), as a consequence of breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law or in equity; and (ii) loss and/or deferral of production, loss of product, loss of use, loss of bargain, contract expectation or opportunity, and loss of revenue, profit or anticipated profit (if any), whether direct or indirect, to the extent that these are not included in (i), whether or not such loss was foreseeable at the time of entering into this Order.

"Contractor" means the Party identified as Vendor on the cover page of the Purchase Order.

“Contractor Control Group” means Contractor, and each of Contractor’s Subcontractors, together with its and their employees, shareholders, directors, officers, affiliates, consultants, representatives, and agents as well as any other Person operating for the benefit of any of the foregoing.

“Contractor Group” means Contractor and its Subcontractors, together with each of their Affiliates, and the respective owners, shareholders, directors, officers, employees, agents, representatives, and invitees of each of the foregoing.

“Contractor Personnel” means the personnel to be provided by Contractor to perform the Services, including personnel of Subcontractors (of any tier) involved in the performance of the Services.

“day” means a calendar day, unless the context requires otherwise.

“Dispute” means any suit, action, proceedings, dispute, claim, or controversy arising out of or relating to this Order or the breach, termination, or validity thereof.

“Dollars” (including “US\$”, “\$”, and “USD”) means United States dollars.

“Force Majeure” means an event or cause that is unpredictable, irresistible, and beyond the reasonable control of the Party claiming Force Majeure, which could not have been avoided or prevented by reasonable foresight, planning, and/or implementation. Such causes shall include acts of God, war (declared or undeclared), insurrections, hostilities, strikes or lockouts (other than strikes or lockouts by a Party’s personnel, which shall not be a Force Majeure event) earthquake, flood, hurricanes, cyclones, tropical storms, and other abnormal extreme weather conditions, fire, explosion, and/or other natural physical disaster, riots, and interference or hindrance of governmental authority (including any political subdivision thereof). Notwithstanding the foregoing, or any other provision of this Order, equipment malfunction or breakdown, the resignation of key personnel, and non-extreme weather conditions shall not be events of Force Majeure.

“Goods” means the goods, materials, products, supplies, tools, equipment, software, technology, and other items to be sold (or otherwise provided) by Contractor to Company, as more particularly described in the Purchase Order.

“Government Official” means any officer, employee, representative or Person acting on behalf of any foreign (i.e., non-U.S.) government (or any department, agency, or instrumentality thereof, including a government-owned or controlled state enterprise) or of a public international organization, any foreign political party or party official, or any candidate for foreign political office, and including family members and immediate relatives of any of the above.

“Group” means (i) Company Group with respect to Company; or (ii) Contractor Group with respect to Contractor.

“Host Country” means the country in which the Goods are used and/or the Services are performed.

“Incoterm” means the applicable rule described in the official rules of Incoterms® 2000 for the interpretation of trade terms or international commercial terms as published by the International Chamber of Commerce; unless otherwise specified on the cover page of the Purchase Order, Goods are delivered EXW (Ex Works) at Contractor’s designated facility.

“Information” means any and all information of any kind or nature, including manuscripts, documents, calculations, maps, drawings, sketches, plans, notes, schedules, reports, microfilms, computer storage media, geological/geophysical data and information, the existence or results of exploration, development, production, and/or marketing activities, other data, models, samples, specifications, results, and other work product, together with any and all trade secrets, inventions, and copyrightable material contained therein. Information shall include any oral, handwritten, typewritten, printed, recorded, or graphic matter (including computer generated mediums, photographs, and databases), however produced, retained, or reproduced, regardless of whether created by Company Group, Contractor Group, or a Third Party.

“Laws” (each a “Law”) means all laws, regulations, ordinances, statutes, directives, decrees, and rules of the government having or claiming jurisdiction thereof, of whatever form or title, whether of the nation, state, province, district, prefecture, territory, governorate, municipality, or other political subdivision, but expressing excluding anything that would require a Party to be in violation of U.S. Laws.

“Liens” means all liens, charges, claims, attachments, arrestments, encumbrances and similar legal processes arising out of, or related to, any labor and/or materials furnished to or by Contractor in connection with the performance of this Order.

“Order” means the Purchase Order delivered by Company to Contractor, together with these terms and conditions.

“Party” (and collectively, “Parties”) shall have the meaning given in the preamble.

“Person” means an individual, partnership, joint venture, corporation, limited liability company, trust, association, or unincorporated organization, or any other entity, together with any governmental authority.

“Purchase Order” means the associated purchase order issued by Company to Contractor and to which these terms and conditions are incorporated.

“Representative” means a Person whose services or other activities pursuant to this Order (or a subcontract thereto) would bring them in contact with Government Officials, whether directly or indirectly, on Company’s behalf or who otherwise represents the interests of Company before Government Officials.

“Rework” means the repair or replacement of Goods and/or the re-performance of the Services, pursuant to Section 21, that are defective or otherwise do not conform to the requirements of the Purchase Order, to correct such defective or non-conforming Goods and/or Services.

“Sanctions” shall have the meaning provided in Section 30(j).

“Services” means the provision of all services, operations, and work to be performed by Contractor for Company, including any Services incidental to the production and delivery of Goods, all as more particularly described in the Purchase Order.

“Subcontract” means any contract between Contractor and any Person (other than Company or any employees of Contractor) for the performance of any part of the Services.

“Subcontractor” means a subcontractor (of any tier) of Contractor that provides Goods and/or performs Services that Contractor is obligated to perform pursuant to this Order; for the avoidance of doubt, any Person engaged by Contractor to perform the Services pursuant to a Subcontract shall be deemed a Subcontractor for the purposes of this definition.

“Third Party” means any Person that is not a member of, or included in, Company Group or Contractor Group.

“Worksite” means the location where the Services are provided including the lands, waters, and other places on, under, in, or through which Services are to be performed and/or utilized, including offshore installations of any kind, and all offices, workshops, and other places where the Services are being performed or where equipment, materials, or supplies are obtained, stored, or used for the purposes of this Order.

2. Independent Contractor. It is understood and agreed that Contractor is an independent contractor in the performance of each and every part of this Order, and Contractor’s employees shall be subject to Contractor’s sole and exclusive supervision, direction, and control and shall not be deemed, in fact or in law, to be employees of Company. Company shall have the right generally to oversee and inspect the performance of the Services of Contractor to ensure the satisfactory completion thereof, it being understood and agreed that Company is not associated or connected with the actual performance or details of the Services to be performed. Contractor shall be solely liable for all labor, material, and other expenses in connection with Services performed by Contractor. Contractor shall be solely responsible for the manner and method of performing all of its obligations under this Order, and Company shall have no responsibility or liability for supervising, inspecting, and/or reviewing Contractor’s performance. Contractor shall be solely responsible for the results of its performance, and Company shall be entitled to rely upon Contractor’s performance of its obligations to deliver Goods to Company and to perform the Services in each case in accordance with the requirements of this Order.

3. No Employee Benefits. All Contractor Personnel shall be and remain employees or representatives of Contractor (or, as applicable, its Subcontractors) at all times and shall not be deemed employees, borrowed servants, or agents of Company, and accordingly, it is expressly agreed that neither Contractor nor any Contractor Personnel shall be entitled to any Company benefits normally extended by Company to its own employees and that the price is the total consideration payable. It is understood and agreed that Contractor and Contractor Personnel shall not participate nor have any interest in any employee benefit plans or programs maintained by Company or its Affiliates, including any thrift plan, employee stock ownership plan, medical plan, life insurance plan, pension plan, or other benefit plan or program that may be in effect at any time during the performance of this Order or thereafter. Contractor shall RELEASE, DEFEND, PROTECT, INDEMNIFY, and HOLD HARMLESS Company from and against any and all Claims arising out of, or related to, any alleged employment relationship between Contractor Personnel and Company.

4. Delivery of Goods. Contractor will provide Company with a written acknowledgement that the ordered Goods are available and will be provided in accordance with this Order. Contractor shall then promptly deliver all Goods in accordance with the agreed

upon shipping terms, as set out in this Order. Any delays in shipment shall be reported promptly by Contractor to Company. Contractor shall, upon Company's request, provide to Company a bar chart schedule indicating major milestones (e.g., engineering, receipt of materials, fabrication, and inspection). Company shall have the right to procure Goods or Services as it deems necessary to correct any schedule delays as they become evident and charge any additional costs or other losses incurred therefrom to Contractor.

5. **Services.** The terms and conditions of this Order shall apply to all Services provided by Contractor unless a master service agreement or other similar agreement exists between Contractor and Company covering the Services provided hereunder, in which case the terms of such master service agreement or other similar agreement shall take precedence as to such Services to the extent a conflict exists between the terms and conditions contained in this Order and those contained in such master service agreement or other similar agreement.

6. **Change Orders.** Company reserves the right at any time to make changes in this Order by written notice to Contractor, and Contractor shall comply with such changes. If such changes cause a material increase or decrease in Contractor's costs or time of performance of this Order, Contractor shall notify Company immediately and negotiate a mutually agreed adjustment to such time for performance or costs. Contractor shall not commence any such change before such agreement has been reached on the cost and schedule impact of such change.

7. **Packaging; Labeling.** A complete and accurate packing list shall be enclosed with or affixed to each shipment. Company's Order number and Contractor's serial numbers shall be shown on all shipping documents, invoices, and other correspondence. All Goods delivered must be labeled to conform to any labeling requirements of the state, province, nation, or other jurisdiction to which they are delivered. All hazardous materials shall be conspicuously marked to that effect on the exterior of all packages, and proper handling instructions and a Material Safety Data Sheet (MSDS) shall be provided. For any hazardous materials that are contaminated beyond utility (as determined by Company) at the time of delivery, title and risk shall remain with Contractor, and Contractor shall regenerate or dispose of the contaminated products at its sole expense in accordance with all applicable Laws. Contractor shall provide a complete and accurate Bill of Lading, Multimodal Transport Document, or Seaway bill for all international shipments and all other deliveries for which such a document is commonly provided or is requested by Company.

8. **Termination for Cause.** Company may terminate this Order for cause, in whole or in part, if Contractor: (1) fails to make delivery of the Goods or to perform the Services within the time specified herein or any extension thereof; (2) delivers nonconforming Goods; (3) fails to provide adequate assurance of Contractor's ability to meet the quality standards or the delivery date, whether one or more, of this Order; (4) breaches or fails to perform any of the other provisions of this Order in accordance with its terms or so fails to make progress as to endanger performance of this Order; or (5) Contractor files a petition in bankruptcy, appoints a receiver over any portion of its assets, makes an assignment for the benefit of creditors, begins winding up or dissolving its business, authorizes the sale of all or substantially all of its assets, is named as a debtor in an involuntary bankruptcy (which is not dismissed within thirty (30) days), or otherwise represents or it becomes evident that Contractor is unable to deliver the Goods or perform the Services for financial reasons. In the event of any such failure, Company will provide Contractor with written notice of the nature of the failure and Company's intention to terminate for default. In such event, if Contractor does not cure such failure within seven (7) days of such notice, Company may, by written notice, terminate this Order in whole or in part. In the event Company terminates this Order as herein provided, Company may procure, upon such terms and in such manner as Company may deem appropriate, Goods and/or Services similar to those made the subject of this Order so terminated and Contractor shall be liable to Company for any additional costs for such similar Goods and/or Services; provided, however, that Contractor shall continue the performance of this Order to the extent not terminated under the provisions of this Section 8. Contractor shall assist Company in the event that re-procurement is necessary as a result of Contractor's default, by cooperation in the transfer of information, in the disposition of work-in-progress or residual material, and in the performance of such other reasonable requests made by Company. If, after termination of this Order, it is determined for any reason that Contractor was not in default under the provisions of this Section 8, or that the default was otherwise excusable under the provisions of this Order, the rights and obligations of the Parties shall be the same as if this Order had been terminated pursuant to Section 9. Notwithstanding the foregoing, upon notice to Contractor, Company shall have the right to terminate this Order with immediate effect if Contractor breaches any of its obligations pursuant to Section 30, and Contractor will have no opportunity to cure.

9. **Termination for Convenience.** Company may terminate this Order for its convenience in whole, or, from time to time in part, whenever Company shall elect. Any such termination shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance under this Order is terminated and the date upon which such termination becomes effective. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise: (1) immediately discontinue Services and the manufacturing and delivery of the Goods on the date and to the extent specified in the notice; (2) place no further orders for materials other than as may be necessarily required for completion of any portion of the Services, or the supply of any Goods, that are not terminated; (3) promptly make every reasonable effort to either obtain cancellation on terms satisfactory to Company of all outstanding orders to suppliers with respect to terminated Services and Goods or assign those orders to Company, at Company's option; (4) assist Company, upon request, in the maintenance, protection, and disposition of property acquired by Company pursuant

to this Order; (5) cooperate with Company for the efficient transition of the Services; together with all drawings and specifications, regulatory approvals, and any other products related thereto; (6) perform such Services as may be necessary to preserve and protect completed Goods at Contractor's facilities, Company's worksite, or in transit, as applicable, and to comply with any applicable Laws related thereto; and (7) mitigate, to the extent reasonably possible, all costs associated with such termination. If requested in writing within thirty (30) days after notice of termination for Company's convenience, Company will pay as full compensation to Contractor: (i) all amounts due and not previously paid to Contractor for completed Goods delivered to Company in accordance with this Order prior to such notice, and for Services thereafter completed as specified in such notice; (ii) a reasonable amount for any Goods either completed or then in production that will not be delivered to Company due to such termination; provided, however, that no such adjustment shall be made in favor of Contractor with respect to any Goods that are Contractor's standard stock; and (iii) reasonable costs of settling and paying claims arising out of the canceled orders. The total sum to be paid to Contractor under this Section 9 shall not exceed the total Order price as reduced by the amount of payments otherwise made and as further reduced by this Order price of work not terminated, and will not include any consideration for loss of anticipated profits on the cancelled Goods and/or terminated Services, all claims for which Contractor shall waive.

10. Suspension; Variation. Company shall have the right, immediately upon delivery of written notice to Contractor, to order the suspension or variation of the provision of Goods or Services, in whole or in part, as described in this Order. Any increase or decrease in the cost of the Goods and/or Services resulting from the suspension or variation thereof shall be in accordance with the rates and other information included in this Order, or, in the absence of any appropriate rates and information, a fair and reasonable evaluation shall be made.

11. Price. All prices quoted by Contractor shall be quoted in Dollars or converted to an equivalent Dollar value at the time of quote, unless expressly waived by Company. Prices shall be as last quoted in writing by Contractor to Company and shall not change without written agreement by Company issued prior to delivery. Company may cancel any order without any resulting liability after receiving a price change notice. Charges for packing, packaging, freight/shipping, and handling will not be allowed or paid by Company unless expressly included in Contractor's price quote prior to Company's acceptance.

12. Invoice Procedures; Payment Terms. Contractor shall be compensated as set forth herein for all purchases satisfactorily fulfilled in accordance with this Order. Such compensation shall constitute payment in full. If Contractor's pricing includes any estimated prices, Contractor shall not be compensated in excess of the estimated amounts without the prior written consent of Company. All invoiced amounts shall be in Dollars, unless otherwise expressly permitted by Company. Invoices shall, at Company's option, either be (i) dated and mailed at the time of shipment with a separate invoice issued for each destination; or (ii) consolidated and issued in arrears on a monthly basis or as otherwise directed by Company. All invoiced amounts shall be itemized and supported with appropriate documentation. All invoices shall include Company's Purchase Order number, the description of the Services performed (if applicable) and the time period in which they were performed, the name of the location where the Goods have been delivered and/or the Services have been performed, and the method of delivery of all Goods. All invoices bearing transportation charges shall be supported with the original, receipted transportation bills attached and, in the case of consolidated car load shipments, include the weight and rate. Company may use an electronic process for executing business transactions. In such a case, Contractor must: (i) provide contractual pricing information via an electronic catalog; (ii) accept purchase orders and present field tickets, bills of lading, and invoices via Company's preferred web portal or transactional hub; and (iii) comply with such other requirements regarding such process as communicated in writing by Company to Contractor. Company reserves the right to modify the process at any time. Conditioned upon satisfactory performance of Contractor's obligations, except as otherwise expressly set forth in this Order, Company will pay all amounts in accordance with the payment terms within thirty (30) days of receipt of the Contractor's properly prepared and supported invoice; provided, however, that Company reserves the right to dispute any amounts that it determines to be inaccurate or unearned or to apply to any non-conforming Goods. Company shall notify Contractor of any disputed amounts and may withhold payment of such amounts until such disputes are mutually resolved. All applicable discount periods will be calculated from the date an acceptable invoice, in accordance with the procedures described above, is received or from the date all invoiced materials are received by Company, whichever is later. Contractor must submit invoices of all amounts claimed to be due and owing under this Order within ninety (90) days of completion of this Order.

13. Audit. Contractor will maintain complete and accurate financial and other records on this Order for at least three (3) calendar years after the year during which the Goods were delivered and/or Services performed, or for such longer period as may be required by applicable Law, and for so long thereafter as a dispute may exist between the Parties. Upon Company's written request, and, except as herein otherwise provided, at Company's expense, Company will be entitled to inspect, copy and audit Contractor's records, during regular business hours at Contractor's office, for the purpose of verifying Contractor's compliance with the terms and conditions set forth in this Order, including the accuracy of all billings made by Contractor to Company. Contractor shall cooperate fully with Company and/or its representatives' reasonable requests for documentation pursuant to any such audit, except for requests for documentation regarding the calculation of Contractor's profit margin and overhead rates. Company shall be entitled to copies (free of charge) of all such documentation. If adjustments are necessary, Contractor will promptly issue an amended final invoice or credit, as the case may be. In addition, if Company's audit reveals an overbilling of 5% or more, Contractor shall reimburse Company for its

reasonable audit costs. If, as a result of such audit, Company determines that any amount previously paid to Contractor was not due and payable, Company shall have the right to recover such amount from Contractor, notwithstanding any prior full or partial payment by Company to Contractor of such invoiced amounts. Company may immediately withhold an amount necessary to offset any audit claims from current invoices of Contractor. In the event that Company withholds payment to offset audit claims, Company will promptly notify Contractor of such offset and will pay any undisputed invoiced amounts in excess of the audit claim amounts. If amounts currently due from Company to Contractor are not sufficient to cover amounts due to Company as the result of an audit, Company shall invoice Contractor for such amounts and Contractor shall pay such invoices within forty-five (45) days of receipt of the invoice.

14. Status of Company. Company enters into this Order for itself and on behalf of its Co-Venturers. Contractor shall look only to Company for the performance of this Order and waives any and all rights to make or pursue any claim against Company's Co-Venturers on whose behalf Company is acting. Company is entitled to enforce this Order on behalf of itself and such Co-Venturers.

15. Taxes; Duties; Fees. Contractor shall promptly and timely pay directly to the appropriate governmental authority all Claims for taxes, levies, and assessments, together with any fines, penalties, interest, or other fees assessed in connection therewith, imposed on Contractor Group by any governmental authority (including any political subdivision thereof) having or claiming jurisdiction in the areas in which the Services are performed or otherwise arising out of or in connection with Contractor's performance under this Order, including corporate and/or personal income, withholding, sales, employment, property, social insurance, transfer, remittance, capital, net worth, stamp, business privilege, or value added taxes, licenses, permits, or any other tax or levy on, or in connection with, operations, transactions, or the Services performed hereunder by Contractor. Company may advise Contractor if Company and/or Contractor is exempt from sales, excise, withholding, use or compensating, and/or value added taxes that might otherwise be imposed in respect of the Services and/or this Order and, in such event, shall provide any supporting certificate or other documentation that may be required by the applicable governmental authority to claim such exemption. If such exemption exists, Contractor shall not invoice, and Company shall not be obligated to pay, for any such taxes. If Company is not exempt from such taxes, Contractor shall document any applicable sales, excise, use or compensating, and/or value added taxes, or similar tax, that may be levied due to this Order and shall make the appropriate payments to the applicable taxing authority, and Company shall reimburse Contractor for such taxes within thirty (30) days after receipt of satisfactory documentation of Contractor's payment thereof, except to the extent that the Parties have agreed that such taxes are included in the rates and prices to be paid by Company to Contractor under this Order. Any and all sales, excise, use or compensating, and/or value added taxes, or similar tax, paid by Contractor on invoices from or otherwise to any Third Party (but excluding any taxing authority as hereinabove provided) or any member of Contractor Group are exclusively for Contractor's account and shall not be reimbursed by Company. Contractor shall RELEASE, DEFEND, PROTECT, INDEMNIFY, and HOLD HARMLESS Company Group from and against any and all Claims by any Person arising under, or otherwise related to, this Section 15.

16. Withholding. Company shall, without Company incurring any additional liability to Contractor, withhold from any payment, as provided for in this Order, any tax or other government charges or levies in the percentage required under the provisions of any Laws in force and effect as of the time of payment. The Parties acknowledge and agree, however, that the amounts set forth in this Order constitute the entire amount for which Company shall be held liable for the items detailed therein. The Parties further acknowledge and agree that no payment due from Company to Contractor shall in any event be increased in order to cover any withholding, tax, government charge, levy, or other obligation of Contractor. If Contractor is exempt from withholding, Contractor shall: (a) notify Company that such exemption is held and of any change to or cancellation of such exemption; and (b) furnish Company with proper documentation evidencing such exemption or any other information that may be required to obtain such exemption. Company shall provide Contractor with all receipts in respect of the amounts so withheld. In order to comply with U.S. federal withholding tax Laws, (x) when Goods and/or Services are provided to a member of Company Group that is a U.S. Person and Contractor has a non-U.S. address; or (y) as requested by Company; each invoice from Contractor shall contain one of the following notations:

- (i) "Payment solely for tangible goods, materials, or equipment";
- (ii) "Payment solely for services performed outside the United States"; or
- (iii) "Payment solely for services performed outside the United States and tangible goods, materials or equipment";

provided, however, that if none of the aforementioned notations is applicable, Contractor shall provide with such invoice a statement as to the Dollar amount, or the percentage of the amount billed, on the invoice that is considered to be from a U.S. source for U.S. federal income tax purposes.

17. Conformance to Specifications. All Goods provided by Contractor to Company shall conform to Company's applicable specifications, drawings, samples or other descriptions. Substitutions or alterations will not be permitted without Company's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

18. Inspection; Rejection, and Acceptance of Goods. Company shall have the right, but not the obligation, to inspect all Goods provided by Contractor at Contractor's plant as well as at the destination. The exercise of this right by Company will not relieve Contractor from any of its obligations hereunder. Company reserves the right to reject any Goods that Company determines do not conform to the requirements of this Order and to return non-conforming Goods to Contractor at Contractor's expense. Company's acceptance of any Goods shall not be deemed a waiver of any of Company's rights hereunder, at law or otherwise.

19. Quality, Inspection, and Testing of Services. At all times, Company shall have the right, but not the obligation, to (a) inspect the Services (including any draft drawings, designs, process data sheets, and other deliverables); and (b) require such testing of the Services as it deems necessary or reasonable in order to determine whether Contractor is complying with the specifications of this Order. Contractor shall present in a prompt manner all inspection and test records requested by Company. Neither failure on the part of Company to inspect the Services, to witness or test, or to discover defects in, the Services, or to reject the Goods that are not in accordance with this Order shall relieve Contractor from any liability or obligations hereunder. If such inspections or tests reveal that the Services do not conform to Company's specifications or other provisions of this Order, all defective or non-conforming Services shall be promptly corrected in accordance with Section 21.

20. Representations and Warranties (Sale of Goods). Without limiting any other representations and/or warranties herein contained, Contractor represents and warrants as follows: (a) it owns all right, title, and interest in the Goods provided; (b) it has the legal authority to sell, lease, rent, or otherwise transfer the right to use the Goods to Company as provided in the Purchase Order; (c) all Goods provided will comply with all applicable Laws and are free and clear from all liens, claims, and encumbrances; and (d) all Goods shall be free of defects in material and workmanship and shall meet all specifications contained in Contractor's publications, proposals, and this Order.

21. Remedies; Corrections of Defects. With respect to all Goods and Services provided hereunder, Contractor shall Rework any defective and/or non-conforming Goods and/or Services as Company may require at any time within twelve (12) months from the date of final acceptance of the completed Services or twenty-four (24) months after delivery of the Goods, whichever occurs first, and shall perform such Rework within thirty (30) days following the written notification of such requirement from Company to Contractor. All Rework shall be at Contractor's sole cost and expense, and shall be warranted for an additional twelve (12) month period commencing upon the completion of the Rework. If Contractor fails, or within a reasonable time is unable to perform any Rework, Company shall have the right to perform (or cause to be performed) such Rework or hire a Third Party to perform such Rework, and in such event all reasonable expenses incurred by Company thereby shall be reimbursed by Contractor or may be deducted by Company from any sums payable to Contractor under this Order or otherwise. Contractor shall ensure that any guarantee or warranty issued by the manufacturers of materials and equipment supplied by Contractor Group shall be assigned to Company or issued in the joint names of Company and Contractor, such that Company shall have the same benefits and protection provided by such guarantee or warranty as does Contractor. The issuance or existence of any such guarantee or warranty shall not relieve Contractor of its duties or obligations under this Order or any applicable Laws. Rework shall constitute Company's exclusive warranty remedy with respect to such Goods and Services. The warranties provided in Section 20 and this Section 21 and elsewhere in this Order are exclusive of all other warranties, including ANY IMPLIED OR STATUTORY WARRANTIES, ALL OF WHICH (EXCEPT AS TO TITLE) ARE EXPRESSLY WAIVED. Notwithstanding anything contained in this Section 21 to the contrary, Contractor's liability to Company for Rework of defective and/or non-conforming Goods provided hereunder shall be limited to two hundred percent (200%) of the contract price of such defective and/or non-conforming Goods.

22. Indemnity. Contractor shall RELEASE, PROTECT, DEFEND, INDEMNIFY, and HOLD HARMLESS Company Group from and against any and all Claims for: (a) bodily injury, illness, or death of any Person; (b) damage, loss, or loss of use of the property of any Person; (c) pollution, environmental damage, or loss of natural resources; (d) infringement of any intellectual property right including any patent, trademark, copyright, or trade secret; or (e) breach of contract arising, actually or allegedly, from (i) the performance or subject matter of this Order; (ii) the ingress, egress, loading, or unloading of cargo or personnel in any way relating to or connected with the Goods and/or Services; or (iii) the presence of Contractor Personnel, in connection with this Order, on any premises (whether land, building, vehicle, platform, aircraft, vessel, or otherwise) owned, operated, chartered, leased, used, controlled, or hired by Company or Company Group, **regardless of the cause thereof and expressly including breach of warranty, strict liability, premises liability, and Company Group's own negligence (whether joint or concurrent, active, or passive, or ordinary or gross), but excluding the relevant indemnitee's sole negligence (of any nature) or willful misconduct.** Notwithstanding anything contained in this Section 22 to the contrary, Contractor's liability to Company pursuant to in this Section 22 shall be limited to One Million and No/100 Dollars (\$1,000,000.00) or two hundred percent (200%) of the value of this Order, whichever is greater.

23. Consequential Losses. **Neither Party (nor its Group) shall be liable to the other Party for such other Party's Consequential Losses arising out of the performance or non-performance of this Order, regardless of whether liability is based on breach of contract, breach of warranty, tort (including sole or concurrent negligence), strict liability, statute, or other basis of legal liability. To the extent permitted by applicable Law, any statutory remedies inconsistent with these terms are waived by the Parties.**

24. Insurance. At all times during the performance of this Order, to the extent of the risks and liabilities assumed hereunder by Contractor, Contractor shall carry and maintain insurance in a form satisfactory to Company with reliable and financially sound insurance companies satisfactory to Company, and authorized to do business in the jurisdiction where the Services are to be performed, as follows: (a) Workers' Compensation insurance or its equivalent, including Occupational Disease coverage, as required by law for all employees and Subcontractors and/or Employer's Liability insurance (including Occupational Disease coverage) in the amount of \$1,000,000 per occurrence; (b) Commercial General Liability insurance, including contractual liability and products liability and covering all operations by, or on behalf of, Contractor against claims for bodily injury and illness (including death) and property damage and loss (including loss of use), as may be required and to the levels required by statute or similar regulation in countries where such Services are to be performed by Contractor (or its Subcontractors) with limits not less than \$1,000,000 per occurrence, combined single limit (if a policy aggregate applies, it shall apply per location/per project; the policy shall not contain any provision, definition, or endorsement that would serve to eliminate third party action over claims coverage; and if this insurance is written on a claims made policy form, then the policy shall be endorsed to include an automatic extended reporting period of at least three (3) years); (c) if applicable, Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned, rented, leased, non-owned, and hired vehicles used in the performance of any Services, with a minimum limit of \$1,000,000 per occurrence, combined single limit, and containing appropriate uninsured motorist and No Fault insurance provisions, when applicable. All Insurance Policies to be maintained by Contractor shall be endorsed to provide for a Waiver of Subrogation or equivalent endorsement in favor of Company Group. All insurance policies, except Workers' Compensation, to be maintained by Contractor shall be endorsed to: (a) name Company Group as Additional Insureds, and such additional insured form shall include ongoing and completed operations; (b) provide a Severability of Interests or Cross Liability Clause; and (c) provide that the insurance coverages shall be primary, and not excess to or contributing with, any insurance or self-insurance maintained by Company and its Affiliates. Upon request by Company, Contractor shall promptly deliver to Company certificates of all insurance coverage provided by Contractor, as set forth above, which certificates shall provide that no insurance coverage will be cancelled or changed without thirty (30) days' prior written notice to Company. All insurance obligations hereunder shall be independent of the indemnity obligations contained in this Order and shall remain in full force and effect regardless of whether the indemnity provisions contained in such Order are enforceable.

25. Liens. All Goods delivered and Services performed under this Order will be free of all Liens and, if Company requests, a proper release of all Liens, or satisfactory evidence of freedom from Liens, will be delivered to Company prior to any payment. Contractor shall RELEASE, PROTECT, DEFEND, INDEMNIFY, and HOLD HARMLESS Company from and against any and all Liens and/or Claims related thereto by any Person. Contractor waives any right to assert a Lien against any of Company's property; provided, however, that Contractor shall not be prevented from claiming, filing, or enforcing any such liens when the rights thereto arise from Company's failure to pay undisputed monies owed to Contractor, subject to Contractor having provided Company thirty (30) days' prior Notice of its intent to file a Lien. For the avoidance of doubt, it is understood and agreed that Contractor shall have no right to assert a Lien against Company's property for amounts that are being disputed in good faith by Company.

26. Title and Risk of Loss. Notwithstanding any other provision of this Order, as to all Goods to be specifically fabricated, constructed, or assembled for Company pursuant to this Order, title to all work completed or in progress, and all associated equipment and materials that are consumed and incorporated into the Goods or Services, together with all drawings, diagrams, data, instructions, operations manuals, other associated items, and contract rights associated therewith, shall transfer to and become vested in Company from the earliest moment of identification to this Order. As to such Goods, risk of loss shall transfer to Company upon delivery of the Goods to Company. As to all other Goods delivered hereunder, risk of loss shall be determined in accordance with the Incoterm specified in the Purchase Order or, if no such Incoterm is specified, upon delivery of the Goods to the Company and title to such Goods shall transfer to and vest in Company at the same time that risk of loss transfers to Company to the extent permissible by applicable Law. Notwithstanding the foregoing, Contractor shall exercise due care and be liable for the safekeeping of all items within its possession or control that are held for Company's benefit.

27. Confidentiality. Contractor shall keep this Order and any Confidential Information related to it disclosed by Company, in strict confidence and will not disclose the same to any Third Party without the prior written consent of Company, which consent may be refused for any or no reason. Notwithstanding the foregoing, in the event Contractor is required by any subpoena or other legal requirement to disclose any Confidential Information or information that is otherwise deemed pursuant to this Order to be confidential and/or proprietary, Notice shall be made as soon as possible by overnight courier or electronic mail to Company. Company expressly reserves the right to interpose all objections it may have to disclosure of its information. In the event that Confidential Information must be disclosed by Contractor pursuant to a subpoena or other legal requirement, Contractor will furnish only that portion of the Confidential Information that is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information. This obligation of confidentiality shall not apply to any information that: (i) is or becomes generally available to the public other than as the result of a disclosure by Contractor Group; (ii) was already known to Contractor prior to being furnished by Company, unless such information came into Contractor's possession as a result of preliminary discussions with Company; (iii) was disclosed to Contractor without obligation of confidentiality from a source other than Company

Group, provided that such source itself is not bound by a confidentiality agreement with Company Group; or (iv) is developed by Contractor without the benefit or use of any such information. Notwithstanding the generality of the foregoing, Information shall not be deemed to be generally available to the public by reason only that it is known to only a few persons to whom it may be of commercial interest and a combination of two or more parts of Confidential Information shall not be deemed to be generally available to the public by reason only of each separate part being so available.

28. **Publicity.** Contractor agrees that no member of Contractor Group shall make any disclosure (including through social media), announcement, or advertisement or issue any press release or public statement regarding this Order, or use Company's name, trade name, trademark, logo, or other designation in connection with any press release, public statement, advertisement, or promotional material without Company's prior written approval, which approval may be withheld for any or no reason; provided, however, that should such disclosure be required: (i) by applicable Law or (ii) pursuant to any rule or regulation of a stock exchange on which Contractor's securities or the securities of any of its Affiliates are listed or are to be listed, Contractor shall obtain the consent of Company to the content of such disclosure at least one (1) Business Day prior to such disclosure, which consent shall not be unreasonably withheld.

29. **Force Majeure.** If either Party is rendered unable, in whole or in part, by reason of Force Majeure to carry out any of its obligations hereunder, the Party claiming Force Majeure shall give the other Party prompt notice of same with reasonably complete particulars (including an estimate of the duration, if practical) and the obligations of the Parties (but expressly excluding payment, indemnification, insurance, and confidentiality obligations), insofar as they are affected by the Force Majeure event, shall be suspended during, but no longer than, the continuance of the Force Majeure event. The Party claiming Force Majeure shall use reasonable diligence to remedy the Force Majeure event as quickly as possible; provided, however, that the foregoing shall not require a Party to settle labor disputes contrary to its wishes.

30. **Compliance.** Contractor represents and warrants that it has knowledge of, and understands, all Laws applicable to the provision of the Goods and the performance of the Services and the location where the Goods are produced and delivered and the Services are performed and those of the Host Country, including those Laws related to labor and employment, immigration, health, safety, and the environment. Contractor and all members of Contractor Group shall comply with all such Laws applicable to Contractor, Contractor Group, and/or any Services.

(a) **Ethics.** Contractor shall at all times during the performance of its obligations hereunder conform to sound ethical business practices in conformance with all applicable Laws and shall in its business practices promote the values of honesty, integrity, social responsibility, and human rights. Contractor shall not, without Company's prior written approval, participate in any business in which, for Contractor Group's advantage, use could be made of information, knowledge, or a relationship arising from this Order or such participation might conflict with Company's interests. Contractor warrants that neither Contractor nor any member of Contractor Control Group has paid, offered, or promised to pay (or authorized to pay or offer) money or anything of value (including gifts, entertainment, travel, charitable donations or contributions, loans, or in-kind services) to any Government Official as a Representative of Company Control Group, whether directly or indirectly, with the intent to:

- (1) improperly or corruptly influence any act or decision of any Government Official in his or her official capacity;
- (2) induce a Government Official to do or omit to do any act in violation of his or her lawful duty;
- (3) obtain any improper advantage; or
- (4) induce a Government Official to use his or her influence improperly to affect or influence any act or decision;

for any improper purpose, including obtaining or retaining business, wrongfully directing business, or otherwise obtaining an improper advantage, whether for a member of either Company Control Group or Contractor Control Group. Contractor further warrants that it shall immediately notify Company in writing of any request that it has receives, directly or indirectly, to take any action that might constitute any of the foregoing prohibited actions. Contractor agrees that it shall incorporate terms similar to those set out herein into all or any contracts entered into by Contractor in relation to this Order and the subject matter hereof.

(b) **Statutory Compliance.** Contractor warrants, on behalf of itself and Contractor Control Group, that (i) members of Contractor Control Group are not, and are not affiliated with, a Government Official; (ii) they understand the United States Foreign Corrupt Practices Act of 1977, as amended, and the United Kingdom Bribery Act 2010 (collectively, the "Acts"), including any additional amendments passed during the term of this Order; (iii) they have not previously engaged in conduct that would violate the Acts if they had been subject to either of them; (iv) they will not in the future engage in conduct that would violate the Acts if they are subject to either of them; and (v) they will not cause Company to violate either of the Acts. Contractor shall ensure that procedures are implemented to prevent conduct that would violate either of the Acts, including securing materially similar undertakings from each member of Contractor Control

Group. Contractor shall notify Company (or its designee) of any request that it receives, directly or indirectly, to take any action that might constitute a violation of the covenants in this Section 30(b), as well as of any action taken by Contractor Control Group that might be construed as a violation of the covenants in this Section 30(b). As requested from time to time by Company, Contractor shall certify, and cause each member of Contractor Control Group, to certify, in writing, in the form provided by Company, and signed by a duly authorized officer or director, its continued compliance with the international compliance covenants contained herein. Notwithstanding anything in this Order to the contrary, Company may fully disclose the existence and terms of this Order, including the payment provisions, to any governmental authority including the government of the United States of America (or any political subdivision thereof) and the government of the Host Country (or any political subdivision thereof), if Company determines in its reasonable judgment that such governmental authority has a legitimate need to know such terms.

- (c) *Export Control.* Contractor acknowledges that it is familiar with and will comply with all applicable laws and regulations concerning the export or re-export of Goods, or the direct product thereof, to unauthorized persons or destinations. Unless otherwise agreed to by the Parties, Contractor shall be responsible for obtaining any required government authorizations, including export licenses or exemption authorizations applicable to this Order. When the scope of this Order involves U.S. origin or U.S. content Goods or Services, Contractor acknowledges and warrants that it will comply in all respects with applicable U.S. Laws including, the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the regulations and orders issued and/or administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) in relation to export control, anti-boycott, and trade sanctions matters. Without prejudice to the foregoing, where requested to do so, Contractor will provide Company with the Export Control Classification Number (ECCN) and applicable jurisdiction for any Goods provided pursuant to this Order.
- (d) *Human Rights.* Contractor shall at all times act in a manner that respects human rights, complies with all applicable Laws, and is consistent with the standards and principles contained in the Universal Declaration of Human Rights, the Voluntary Principles on Security and Human Rights, the United Nations Global Compact, the Extractives Industry Transparency Initiative, the 1998 ILO Declaration on the Fundamental Principles and Rights at Work, the Hess Code of Business Conduct and Ethics, the Hess Human Rights Policy, and the Hess Corporate Social Responsibility Policy. Copies of each of the foregoing are available upon request. Contractor shall respect the human rights of its workers and treat them with dignity and respect. Contractor shall not employ or utilize the Services of any member of Contractor Control Group credibly implicated in human rights abuses.
- (e) *Health and Safety Laws.* All applicable safety and health Laws, and any established safety regulations of the Host Country applicable to a Worksite, shall apply to Contractor's operations in the performance of the Services.
- (f) *Environmental Laws.* Contractor warrants that it is fully capable of performing the Services in compliance with, and shall in all respects comply with, all applicable environmental protection Laws, environmental operating best practices and procedures, and the requirements of this Order.
- (g) *Lawful Operation.* Each Party shall conduct its operations in a lawful manner that is consistent with the highest ethical standards prevailing in the business communities in which it operates. Books and records shall be kept in a complete and accurate manner. Maintenance of the highest reputation for integrity is essential and may not in any circumstances be sacrificed for the sake of results.
- (h) *Information Exportation.* If a Party (1) conducts business in the U.S., or (2) is a U.S. domiciled Person, or (3) is a Person controlled by a U.S. Person, then such Party warrants that it shall conform to all the laws and regulations of the U.S. regarding information and technology exportation from the U.S.
- (i) *Anti-Boycott.* No provision of this Order shall be interpreted or applied that would require any Party to do or refrain from doing any act which would constitute a violation of, or result in a loss of economic benefit under, any anti-boycott or export Law, including any such Law of the U.S.
- (j) *Sanctions.* Contractor represents that it is not subject to any sanctions, including sanctions issued by the United States Department of Treasury Office of Foreign Assets Controls (OFAC), the Bank of England, the European Union, or any other applicable sanctions program, e.g., the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 (CISADA), (collectively, "Sanctions") that would prevent it, or its Affiliates, from transacting business with Company, and agrees that it shall comply with such Sanctions. In the event that Contractor is sanctioned, or engages in activity that could reasonably subject itself or Company to Sanctions, Company reserves the right to terminate this Order with immediate effect and without any penalty whatsoever.

- (k) *Employment and Immigration.* Contractor shall comply with all applicable Laws of the Host Country with respect to labor, employment, and immigration, including all administrative decisions related thereto.

Contractor represents and warrants to Company that Contractor and the other members of Contractor Group shall comply with all Laws applicable to Contractor, Contractor Group, and/or the performance of the Services, including those set forth in this Section 30, and shall immediately notify Company and take corrective action in respect of any breach thereof. Furthermore, Contractor shall RELEASE, DEFEND, PROTECT, INDEMNIFY, and HOLD HARMLESS Company Group from any and all Claims arising from the failure of Contractor Group to comply with any such legal obligation.

Any violation of this Section 30 shall be grounds for termination for cause in accordance with Section 8. Company shall have the right, at its option, to conduct a complete audit of Contractor's documents and practices to verify Contractor's compliance with this Section 30. Furthermore, Contractor shall obtain equivalent rights of audit from all of its Subcontractors and will cause such rights to extend to Company and its representatives.

31. Licenses; Permits. Contractor represents and warrants that it is duly authorized to perform its obligations hereunder, or shall become so authorized prior to performance of such obligations, by procuring from the proper authorities all necessary permits, licenses, and approvals that may be required, except when applicable Law expressly requires Company to obtain them. The costs of all necessary permits, licenses, and approvals shall be deemed to be included in Contractor's quoted prices, unless applicable Law expressly requires Company to obtain them. Notwithstanding any provision herein to the contrary, Contractor shall not be required to take any actions inconsistent with any applicable Law.

32. Company's Corporate Policies. Contractor shall ensure that Contractor Group complies in all respects with Company's applicable policies, including (i) *Ethical Business Practices*; (ii) *Human Rights, Social Responsibility, and Business Integrity*; (iii) *Environmental, Health, and Safety Requirements*; and (iv) *Search and Seizure Policy*. Copies of each of the foregoing are available upon request.

33. Ethics; Conflicts of Interest. Contractor Group shall at all times during the performance of its obligations hereunder conform to sound ethical business practices in conformance with all applicable Laws and shall in its business practices promote the values of honesty, integrity, social responsibility, and human rights. Contractor shall not offer to any member of Company Group (including employees thereof) any gifts, entertainment, or other favors beyond the common courtesy usually associated with business practices. Contractor shall not pay any commissions or fees or grant any rebates or other remuneration or monetary gratuity to any member of Company Group. Neither Contractor nor any other member of Contractor Group shall grant any secret rebates nor pay any commissions or fees to any member of Company Group.

34. Environment, Health, and Safety. While on Company's premises, Contractor will, and will cause the other members of Contractor Group to, be subject to, and abide by, all of Company's applicable policies and directives. Contractor shall take all necessary precautions to keep the work site free from hazards that are likely to cause injury, illness, or death, or damage to property. Contractor shall provide to Company any Material Safety Data Sheets (MSDS) for any hazardous chemicals provided pursuant to this Order. Company is a company that operates under a "Culture of Safety" with the goal of zero incidents and expects its suppliers to similarly emphasize the paramount importance of safe behavior. Failure to abide by Company's policies may result in immediate removal of Contractor and any other member of Contractor Group from Company's premises and will be a breach of Contractor's obligations hereunder. In connection with the performance of the Services, Contractor shall take full responsibility for the safety of the Services, including the supervision and performance of all its Subcontractors engaged therein. Company shall have the right, at its option, to conduct a complete audit of Contractor's documents and practices to verify Contractor's compliance with this Section 34.

35. Invitees Prohibited. Contractor shall not, without prior written permission of Company, invite, permit entry, or bring any individual onto Company's Worksite or property who is not an employee of Contractor or its Subcontractors.

36. Choice of Law. **This Order, and any Dispute or Claim arising out of or in connection with it or its subject matter or formation (including non-contractual Disputes or Claims), shall be governed by and construed in accordance with the Laws of the People's Republic of China ("PRC"), exclusive of any principles of conflicts of laws that would require application of the substantive Laws of another jurisdiction. The Parties agree that this Order is not governed by the *United Nations Convention on Contracts for the International Sales of Goods* (1980), and any successor thereto. In the absence of relevant provisions of the Laws of the PRC for the interpretation or implementation of this Order, the principles of the applicable Laws widely used in petroleum resource countries acceptable to the Parties shall be applied. or in the absence of above, generally accepted international practices and principles shall be applied. For the purpose of this Order, "Laws of the People's Republic of China" or "Chinese Law" means the laws, regulations, provisions, measures, rules, orders, and decrees of the PRC that are of general application and have been publicly promulgated and published.**

37. Dispute Resolution. The Parties agree, as a condition precedent to bringing any such Dispute under this Order, that the provisions of this Section 37 shall govern the Dispute resolution process. Any notices (each, a “Notice”) to be delivered hereunder shall be in writing and in the English language, and delivered by courier, mail, or electronic mailing, to the Party to be notified at the addresses set forth below. A Notice shall be deemed given when received by the Party to be notified; provided, however, that a Notice received after 5:00 p.m. (local time at receiving Party’s location) or on a non-Business Day shall be deemed to be given the following Business Day. If to Company, the Notice shall be delivered to Hess China Oil and Gas Limited, Global Supply Chain, Attention: Jing Min Zhao 1828 China World Tower 1, No. 1 Jian Guo Men Wai Avenue , Beijing, 100004, China, (E-Mail: jmzhao@hess.com). If to Contractor, the Notice shall be delivered to Contractor’s address and contact person describe on the cover page of the Purchase Order.

(a) *Negotiation*. In the event of any Claim or Dispute, the Parties shall use their best efforts to settle amicably through consultation. An initiation of a Dispute under this Order shall be in writing and delivered in accordance with Section 37. A meeting between the senior management of the Parties, attended by individuals with decision-making authority, shall take place within thirty (30) days from receipt of a Notice of Dispute (the “Notice Date”) in an attempt to resolve the Dispute through direct negotiations.

(b) *Mediation*. Any Dispute that has not been settled through such consultation of the senior management of both Parties within sixty (60) days from the Notice Date shall be referred to mediation at the request of either Party. The mediation shall be conducted by the Mediation Center of China Council for the Promotion of International Trade/China Chamber of International Commerce for mediation which shall be conducted in accordance with the Center’s mediation Rules in effect at the time of the application for mediation (“Mediation Rules”). Both the Chinese and English languages shall be the official languages used in the mediation proceedings. All hearing materials, statements of claim or defense, transcripts, awards, and the reasons supporting them shall be written in both Chinese and English.

(c) *Arbitration*. If the Parties fail to reach an agreement within sixty (60) days of the issuance of the mediation notice in accordance with the Mediation Rules, either Party may refer the Dispute to Singapore International Arbitration Centre (“SIAC”) for arbitration. Such arbitration shall be conducted in accordance with the Arbitration Rules of SIAC effective at the time of the application for arbitration. The arbitration shall be conducted by three (3) arbitrators; each Party shall appoint one (1) arbitrator and the two arbitrators so appointed shall select the presiding arbitrator. If a Party does not appoint its arbitrator within thirty (30) days after the first appointment, or if the two arbitrators once appointed fail to appoint the third arbitrator within thirty (30) days after the appointment of the second arbitrator, the relevant appointment shall be made by the Chairman of SIAC. The place of such arbitration shall be in Singapore. Both the Chinese and English languages shall be the official languages used in the arbitral proceedings. All hearing materials, statements of claim or defense, transcripts, awards, and the reasons supporting them shall be written in both Chinese and English. During the arbitration, each Party shall continue to perform its obligations under this Order, except the matter under arbitration. However, if the basic balance of economic benefits reflected hereunder is materially changed due to the Dispute, the Party adversely affected shall have the right to temporarily suspend performance of its obligations. Costs and expenses of the arbitration shall be paid as determined by the arbitration decision. Any award of arbitration shall be final and binding upon the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse based on grounds other than those contained in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 insofar as such waiver can validly be made. All matters dealing with the mediation and arbitration, including the judgment, shall be strictly kept confidential by the Parties. Either Party may apply for enforcement of such award in any court having jurisdiction or having jurisdiction over the relevant Party or its assets. The right to arbitrate disputes under this Order shall survive the termination of this Order.

38. Entire Agreement; Amendments; Waiver. Except as otherwise provided in Section 5, this Order constitutes the entire agreement between the Parties with respect to the subject matter of this Order and supersedes all prior negotiations, discussions, agreements, and understandings, whether oral or written, relating to such subject matter. Contractor’s commencement of performance of its obligations hereunder shall constitute Contractor’s acceptance of the terms and conditions of this Order and Contractor’s waiver of any remaining exceptions hereto. This Order may not be amended, and no rights hereunder may be waived, except by a written document signed by authorized representatives of Company and Contractor. No waiver of any of the provisions of this Order shall be deemed or shall constitute a waiver of any other provisions hereto (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Any additional or differing terms and conditions contained in any of Contractor’s documents are rejected by Company and become no part of the contract between Company and Contractor unless expressly agreed to in writing signed by Company’s authorized representative.

39. Assignment. Contractor may not assign any portion of this Order or any interest herein without the express prior written consent of Company, which may be withheld or conditioned in Company’s sole discretion. Any purported assignment made in violation of the foregoing shall be deemed void *ab initio*. Company may assign this Order to any Affiliate upon written notice to Contractor.

40. Subcontracting. Contractor shall not subcontract the whole of the Services without the express prior written consent of Company, which may be withheld or conditioned in Company's sole discretion. Except to an Affiliate, Contractor shall not subcontract any part of the Services without the prior written approval of Company, which approval shall not unreasonably be withheld, conditioned, or delayed. Any Subcontract shall be on the same terms *mutatis mutandis* as this Order. No Subcontract shall bind or purport to bind Company or any Co-Venturer. Contractor shall ensure that each of its Subcontractors, and their respective employees and other representatives, shall be bound by and subject to all of the terms and provisions of this Order (including all applicable audit requirements, compliance requirements, insurance obligations, and indemnity provisions) and, as between Company and Contractor, the acts and omissions of each Subcontractor shall be deemed to be the acts and omissions of Contractor under this Order. Contractor shall be liable to Company for any breach of any of the foregoing terms and provisions by any of its Subcontractors, or their respective employees and other representatives, as if such breach had been committed by Contractor. Any Subcontract made in violation of this Section 40 shall, at Company's sole option and discretion, be deemed void *ab initio*.

41. Savings Clause. If any provision of this Order is held to be partially or completely contrary to applicable Law or otherwise unenforceable, this Order shall be deemed to be amended to partially or completely modify such provision, or portion thereof, to the extent necessary to make it enforceable, or, if necessary, this Order shall be deemed to be amended to delete the unenforceable provision or portion thereof.

42. Further Assurances. The Parties agree to perform such further acts, and to execute and deliver such further documents, that may be necessary or appropriate to carry out the purposes of this Order.

43. Survival. The provisions of this Order which are intended to extend beyond its termination, including the liability, indemnity, compliance, warranty, and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination of this Order, shall survive termination to the extent necessary to effect the intent of the Parties and/or enforce such rights and obligations.

44. Successors and Assigns. This Order shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

45. Order of Precedence. Any conflicts between the terms and conditions of this Order and any applicable plans or specifications or other written documents shall be resolved in favor of the terms and conditions of this Order unless agreed to otherwise in a written document signed by both Parties. Any conflicts between these terms and conditions and Company's instructions in the Purchase Order shall be resolved in favor of Company's instructions in the Purchase Order.

46. Interpretation. The Parties agree that each has had the opportunity to review this Order and seek advice of counsel, and that this Order shall not be construed against one Party or the other as the drafter of this Order. Unless the context expressly requires otherwise, all of the following apply to the interpretation of this Order:

- (i) the singular shall include the plural, and the plural shall include the singular;
- (ii) a reference to a gender shall include the feminine, masculine, body corporate, and body politic;
- (iii) the word "or" is not exclusive and the words "includes" and "including" are not limiting;
- (iv) a reference to any Law shall be deemed to extend to and include any amendment or reenactment of such Law, and all regulations passed pursuant thereto;
- (v) references to any matters "arising" (including any variants thereof) out of this Order include matters that arise in connection with, have a causal connection with, or flow from this Order, or which would not have arisen or occurred but for the entering into this Order or the performance of or failure to perform obligations under this Order; and
- (vi) all headings in this Order are for convenience only and shall form no part of this Order.

47. Attorneys' Fees. Should a Party employ an attorney to enforce a provision of this Order and/or collect damages for a breach thereof, then the non-prevailing Party (and its surety, if any) shall pay the prevailing Party such reasonable attorneys' fees and costs of litigation incurred with respect thereto.

48. Incident Reporting. As soon as practicable (but not later than six (6) hours after the occurrence of same), Contractor shall, on behalf of itself and Contractor Group, report to Company all accidents or occurrences resulting in (i) injuries to Contractor Group, Company Group, or any Third Party or (ii) damage to or loss of property in each case that arises out of or during the course of operations of Contractor or of any Subcontractor of Contractor. If an accident involves loss of life, serious injury, or substantial property loss or damage, reports to Company shall be made to Company's Corporate EHS Department. Upon request by Company, Contractor shall furnish Company with a copy of all non-privileged reports concerning those accidents and occurrences that are made by Contractor to Contractor's insurer, to a government agency or to others.

49. Time is of the Essence. Time is expressly declared to be of the essence in this Order. Without excusing or waiving Contractor's obligation to timely deliver the Goods and perform the Services, Contractor shall promptly notify Company when delivery of Goods and/or performance of Services is likely to be delayed and shall undertake all actions reasonably requested by Company in order to remedy any such delay, at Contractor's sole cost, unless otherwise expressly agreed to by Company in writing. In the event of any such delay, Company reserves the right to terminate this Order and recover from Contractor all losses and costs incurred by Company from such delay.

50. Conspicuousness of Provisions. **The Parties acknowledge and agree that the provisions contained in this Order that are set out in boldface and/or all CAPITAL LETTERS satisfy the requirements of any requirement at law or in equity that such provisions be conspicuously marked or highlighted.**

51. EDI. Any electronic transmission of this Order, by Electronic Data Interchange ("EDI") or otherwise, and any electronic or printed summary report or data summary of the information contained in this Order, will constitute an original document or writing that will be admissible into evidence in any legal proceeding (including arbitration).

52. No Partnership or Joint Venture. This Order does not establish any partnership or joint venture between the Parties. Nothing in this Order should be deemed, construed, or interpreted to make the Parties partners or joint venturers; to make one Party an agent or representative of the other; or to authorize either Party to bind the other to any contract or agreement.

53. Language. The governing language of this Order shall be the English language.

54. Special Terms and Conditions. The special terms and conditions, attached as **Annex I**, are made a part of the terms and conditions of this Order. In the event of a conflict between these special terms and conditions and the foregoing terms and conditions of this Order, the following special terms and conditions shall prevail.

**ANNEX I**  
**SPECIAL TERMS AND CONDITIONS**  
**(China)**

1. Invoices. Notwithstanding anything in the Purchase Order to the contrary, all invoices must be delivered by e-mail to:

Hess China Oil and Gas Limited  
E-Mail: AccountsPayableChina@hess.com  
With a copy to: FinanceChina@hess.com

**Attach only one (1) invoice (with required back-up) per e-mail.**

2. Definitions. The following definitions are added or modified, as applicable.

“Contractor Taxes” means Contractor’s applicable taxes, based on the invoice for Goods and/or Services, due to the Tax Authorities.

“Fapiao” means an official PRC tax receipt.

“Government Agreement” means that certain Petroleum Exploration, Development and Production Contract for Malang Block, Santanghu Basin of the People’s Republic of China, dated 23 July 2013, made by and between China National Petroleum Corporation and Hess China Oil and Gas Limited.

“Host Country” (or “PRC”) means the People’s Republic of China.

“Tax Authorities” means the designated PRC Government tax authorities.

3. Time of Payment. Notwithstanding anything in Section 12 of this Order to the contrary, it is agreed and understood that subject to the satisfaction of the other requirements therein contained, Company shall effect payment of an invoice within thirty (30) days after receipt of the original Fapiao.

4. Tax Matters. For the avoidance of doubt, the taxes, levies, and assessments referenced in Section 15 of this Order shall be also deemed to include, without limitation, business taxes, urban maintenance and construction taxes, education surcharges, local education surcharges, flood prevention levies, stamp duties, and the like.

5. Tax Registration and Payments. In addition to the requirements of Section 15 of this Order (and notwithstanding anything contained in Section 15 of this Order to the contrary), the following shall also apply:

- (a) The contract price is inclusive of all Contractor Taxes. Contractor is solely responsible for tax registration with the Tax Authorities, and the filing and payment of all applicable taxes in accordance with the PRC’s laws and regulations.
- (b) Upon completion of such tax registration, Contractor shall provide a copy of such registration (or evidence of same) to Company within fourteen (14) days of receipt of same.
- (c) For each tax filing and payment made to the Tax Authorities pursuant to this Order, Contractor shall provide the original Fapiao to Company. The amount listed on a Fapiao shall be equal to the undisputed amount on the relevant invoice for the Services.
- (d) Contractor shall submit the original Fapiao to Company as follows:

Hess China Oil and Gas Limited  
Attn: Finance Department  
1828 China World Tower 1  
China World Trade Center  
No. 1 Jian Guo Men Wai Avenue  
Beijing 100004, China

- (e) Company shall have the right to withhold from any payment for the Services performed by Contractor should Contractor fail to present a Fapiao on or before the payment due date of the invoice. Any payment made by Company to the Tax Authorities in respect of Contractor Taxes shall, to the extent of such payment, be credited against, and deducted from, amounts otherwise owing to Contractor. Company shall provide Contractor with all tax receipts in respect of the amounts so withheld.