



PURCHASE ORDER TERMS AND CONDITIONS

These purchase order terms and conditions together with the purchase order (this "Purchase Order") shall govern all purchases from Seller by Buyer (as each are defined in this Purchase Order) hereunder. Seller and Buyer may collectively be referred to herein as the "Parties" or individually as a "Party".

1. **DELIVERY OF GOODS:** Seller will provide Buyer with a written acknowledgement that the goods ordered hereunder are available and will be provided in accordance with the terms hereof. Seller shall then promptly deliver all goods in accordance with the agreed upon shipping terms, as set out in this Purchase Order. Any delays in shipment shall be reported promptly by Seller to Buyer. Seller shall, upon Buyer's request, provide to Buyer a bar chart schedule indicating major milestones (e.g. engineering, receipt of materials, fabrication and inspection). Buyer 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 incurred there from to Seller.

2. **PACKAGING/LABELLING:** A complete and accurate packing list shall be enclosed with or affixed to each shipment. Buyer's Purchase Order number and Seller'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 Data Safety Sheet (MSDS) shall be provided. For any hazardous materials which are contaminated beyond utility (as determined by Buyer) at the time of delivery, title and risk shall remain with Seller and Seller shall regenerate or dispose of the contaminated products at its expense, in accordance with all applicable laws and regulations. Seller 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 Buyer.

3. **INSPECTION/REJECTION AND ACCEPTANCE OF GOODS:** Buyer shall have the right, but not the obligation, to inspect all goods provided by Seller hereunder at Seller's plant as well as at destination. The exercise of this right by Buyer will not relieve Seller from any of its obligations hereunder. Buyer reserves the right to reject any goods which Buyer determines do not conform to the requirements of this Purchase Order and to return non-conforming goods to Seller at Seller's expense. Buyer's acceptance of any goods shall not be deemed a waiver of any of Buyer's rights hereunder, at law or otherwise.

4. **CHANGE ORDERS:** Buyer reserves the right at any time to make changes in this Purchase Order by written notice to Seller, and Seller agrees to comply with such changes. If such changes cause a material increase or decrease in Seller's costs or time of performance of this Purchase Order, Seller shall notify Buyer immediately and negotiate a mutually agreed adjustment to such time for performance or costs.

5. **TERMINATION:** Buyer may at any time give written notice to Seller to terminate this Purchase Order. In such an event, Buyer shall pay, and Seller shall accept, in settlement of all claims under this Purchase Order, an amount that reasonably compensates Seller for all work satisfactorily performed in accordance with the specifications of this Purchase Order prior to such notification.

6. **CONFORMANCE TO SPECIFICATIONS:** All goods provided by Seller to Buyer hereunder shall conform to Buyer's applicable specifications, drawings, samples or other descriptions. Substitutions or alterations will not be permitted without Buyer's written consent, such consent not to be unreasonably withheld, conditioned or delayed.

7. **WARRANTY:** In addition to any other warranties that may exist at law, Seller warrants that (a) it owns all rights, title and interest in the goods provided hereunder and that it has the legal authority to sell, license or otherwise transfer the right to use, sell or otherwise benefit from the goods to Buyer, (b) all goods provided hereunder will comply with all applicable municipal, state, provincial and federal laws, rules, or regulations, and (c) all goods hereunder will be (1) provided in a good and workmanlike manner to the satisfaction of Buyer and free from all defects in workmanship and materials, (2) fit for the purpose intended, (3) of merchantable quality, (4) new, unless expressly permitted otherwise by Buyer, and (5) if of Seller's design, free from defects in design. All warranties will be construed to be conditions as well as warranties and will not be deemed exclusive. All warranties will run to Buyer, its successors, assigns and customers.

8. **TIME IS OF THE ESSENCE:** Time shall be expressly declared to be of the essence for all deliveries and other obligations hereunder. In the event of any delay, Buyer reserves the right to terminate this Purchase Order and recover from Seller all losses and costs incurred from the delay.

9. **LIQUIDATED DAMAGES:** Seller shall pay Buyer as liquidated damages, and not as a penalty, the amount of 1.0% of the total Purchase Order amount of the goods and services for each day of delay that Seller has not provided the goods and services in accordance with this Purchase Order. Excepting Buyer's termination rights hereunder, Seller's total liability for late delivery of goods or performance of services shall not exceed a maximum amount of 10% of the total Purchase Order.

10. **REMEDIES/CORRECTIONS OF DEFECTS:** Seller will promptly replace or correct, without any expense to Buyer, any goods not conforming to the requirements of this Purchase Order when notified by Buyer within twelve (12) months from the date of startup or twenty-four (24) months after delivery, whichever first occurs. In the event Seller fails to timely deliver or correct or replace goods as required herein, Buyer may procure the goods from another source or repair or replace the non-conforming goods and charge the cost thereof to Seller. No approval by any inspector on behalf of Buyer will affect Seller's obligations under this Purchase Order. Seller will further warrant all replacement or repaired goods in accordance with the terms hereof for a further period of twelve (12) months from delivery of the replacement or repaired goods.

11. **PRICE:** All prices quoted by Seller shall be quoted in United States Dollars or converted to an equivalent United States Dollar value at the time of quote unless expressly waived by Buyer. Prices shall be as last quoted in writing by Seller to Buyer and shall not change without written agreement by Buyer issued prior to delivery. Buyer 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 Buyer unless expressly included in Seller's price quote prior to Buyer's acceptance.

12. **TAXES/DUTIES/FEES:** Seller shall be liable for and, to the fullest extent permitted by law, Seller shall release, defend, indemnify and hold Buyer Group (as defined herein below) harmless from the reporting, filing and payment of any taxes (whether sales, use, VAT or any other tax), duties, charges, licenses, or fees (and any related fines, penalties or interest) imposed directly or indirectly on Seller or its subcontractors, employees, agents or servants or on Buyer Group as a result of Seller's performance or non-performance hereunder. Upon request, Seller shall furnish Buyer evidence of its payment of and compliance with the aforementioned tax obligations. Where required by law or regulation, Buyer may withhold taxes from any amounts due to Seller and shall account for such withholdings. Seller and Buyer both acknowledge and agree that the payments provided for in this Purchase Order constitute the maximum amount for which Buyer shall be held responsible for all goods ordered hereunder and further agree that no payment due from Buyer to Seller shall in any event be increased in order to cover any withholding tax, government charge, levy or other obligation of Seller.

13. **PAYMENT TERMS/INVOICE PROCEDURES:** Seller shall be compensated as set forth herein for all purchases satisfactorily fulfilled in accordance with this Purchase Order. Such compensation shall constitute payment in full. If Seller's pricing includes any estimated prices, Seller shall not be compensated in excess of the estimated amounts without the prior written consent of Buyer. All invoiced amounts shall be in United States Dollars unless otherwise expressly permitted by Buyer. Invoices shall, at Buyer's option, either be dated and mailed at the time of shipment with a separate invoice issued for each destination or consolidated and issued in arrears on a monthly basis or as otherwise directed by Buyer. All invoiced amounts shall be itemized and supported with appropriate documentation. All invoices shall include Buyer's Purchase Order number, the name of the location where the goods have been delivered and the method of delivery of all goods. All invoices bearing transportation charges will be supported with attached original receipted transportation bills and in the case of consolidated car load shipments will show weight and rate.

Buyer may use an electronic process for executing business transactions. In such a case, Seller must:

- Provide contractual pricing information via an electronic catalog.
- Accept purchase orders and present field tickets, bills of lading, and invoices via Buyer's preferred web portal or transactional hub.

Buyer reserves the right to modify the process at any time.

Conditioned upon satisfactory performance of Seller's obligations, Buyer will pay all amounts within thirty (30) days in accordance with the payment terms of receipt of the Seller's properly prepared and supported invoice, unless otherwise expressly set out in this Purchase Order; provided, however, that Buyer reserves the right to dispute any amounts which, in its sole opinion, it determines to be inaccurate or unearned or which apply to any non-conforming

goods. Buyer shall notify Seller of any disputed amounts and will 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 above is received or from the date all invoiced materials are received by Buyer, whichever is later. Seller must submit invoices of all amounts claimed to be due and owing under this Purchase Order within ninety (90) days of completion of this Purchase Order.

14. **AUDIT:** Seller will maintain complete and accurate financial and other records on this Purchase Order for at least two calendar years after the year during which the goods have been delivered hereunder. Upon Buyer's written request and at Buyer's expense, Buyer will be entitled to audit Seller's records, during reasonable business hours, for the purpose of verifying the accuracy of all billings made by Seller to Buyer hereunder; and Seller shall fully cooperate with Buyer's reasonable requests for documentation pursuant to any such audit, excepting only with regard to the calculation of Seller's profit margin and overhead rates. If adjustments are necessary, Seller will promptly issue an amended final invoice or credit, as the case may be. In addition, if Buyer's audit reveals an over billing of 5% or more, Seller will reimburse Buyer for its reasonable audit costs.

15. **LICENSES/PERMITS:** Seller represents that it is duly authorized to perform its obligations hereunder or shall become so authorized prior to performance of its obligations hereunder by procuring from the proper authorities all necessary permits, licenses and approvals which may be required, except where applicable laws, rules or regulations expressly require Buyer to obtain them. The costs of all necessary permits, licenses and approvals shall be deemed included in Seller's quoted prices, unless applicable laws, rules or regulations expressly require Buyer to obtain them. Notwithstanding any provision herein to the contrary, Seller shall not be required to take any actions inconsistent with any applicable law.

16. **TITLE AND RISK OF LOSS:** As to all orders hereunder for items to be specifically fabricated, constructed or assembled for Buyer, title to all work completed or in progress, and all associated equipment and materials which are to become a permanent part of the final product, and all drawings, diagrams, data, instructions or operations manuals and other associated items, plus all contract rights associated therewith, shall transfer to and become vested in Buyer from the earliest moment of identification to the work. As to all other goods delivered hereunder, risk of loss shall be determined in accordance with the Incoterms chosen herein and title to the goods shall transfer to and vest in Buyer at the same identical time that risk of loss transfers to Buyer, to the extent permissible by law. Notwithstanding the foregoing, Seller shall exercise due care and be liable for the safe-keeping of all items within its possession or control.

17. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS AND BUYER'S POLICIES:** Seller shall, at all times during the performance of its obligations hereunder, comply with all applicable laws, rules and regulations (in particular, but not limited to, those of the Arab Republic of Egypt). While on Buyer's premises, Seller's employees, subcontractors and other invitees will be subject to and abide by all of Buyer's applicable policies, including, but not limited to, safety, health, fire protection, contraband and drug/alcohol, social responsibility and human rights policies. Seller shall take all necessary precautions to keep the work site free from hazards that are likely to cause injury, illness, death or damage to property. Buyer 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 Buyer's policies will result in immediate removal from Buyer's premises and will be a breach of Seller's obligations hereunder. Seller will comply with all environmental and OSHA regulations including OSHA Process Safety Management Standard, numbers 29 C.F.R. 1910.119 and OSHA Hazard Communication Standard, 29 C.F.R. 1910.1200.

18. **CONFIDENTIALITY:** Seller shall keep this Purchase Order, and any information related to it disclosed by Buyer, in strict confidence and will not disclose the same to any third party without the prior written consent of Buyer. This obligation of confidentiality shall not apply to any information that was already known to Seller and not bound by a duty of confidentiality, information that is or becomes publicly available through no fault of Seller or its representatives, or information that is independently developed by Seller.

19. **INDEMNITY:** Seller shall, save, release, protect, defend, indemnify and hold harmless Buyer and its directors, officers, employees, subsidiaries, affiliates, successors, assigns, agents, representatives, co-venturers, other contractors and invitees ("Buyer Group") from and against any claim, demand, cause of action, damage, loss or expense (including court costs, interest and reasonable attorney's fees) arising from any (a) personal injury, disease, illness or death, (b) property damage, loss or loss of use of same, (c) pollution, environmental damage or loss of natural resources, (d) infringement of any intellectual property right including, without limitation, any patent, trademark, copyright or trade secret, or (e) breach of contract, which arises, actually or allegedly, from Seller's, or its employee's, agent's or contractor's, performance or non-performance of its obligations hereunder, regardless of the cause thereof, expressly including, but not limited to, strict liability, premises liability or Buyer Group's own negligence (whether joint or concurrent, active or passive, ordinary or gross), excluding only Buyer Group's willful misconduct.

20. **INSURANCE:** Seller shall, at all times during the performance of this Purchase Order, provide and maintain insurance in a form satisfactory to Buyer with insurance companies satisfactory to Buyer and authorized to do business in the jurisdiction of Buyer as follows: (a) Worker's Compensation insurance or the statutory equivalent covering Seller's obligations under all applicable laws and Employer's Liability insurance not less than \$1,000,000 USD per occurrence; (b) General Liability insurance, including contractual liability and products liability, with limits not less than \$1,000,000 USD combined single limit per occurrence bodily injury and property damage; (c) Automobile Liability insurance, with limits not less than \$1,000,000 USD combined single limit per occurrence bodily injury and property damage – such Automobile Insurance will apply to all owned and non-owned vehicles; and (d) Umbrella Excess Liability coverage not less than \$4,000,000 USD per occurrence. As to all insurance policies required to be carried hereunder, Seller shall: (1) cause its insurers to waive their rights of subrogation against Buyer Group; (2) name Buyer Group as additional insured except in the case of Worker's Compensation or the statutory equivalent; (3) acknowledge that its insurance is primary and ensure that no claims for contribution are made against any of Buyer's insurance policies; and (4) pay all deductible amounts as to all insurance coverage that it provides. Upon request by Buyer, Seller shall promptly deliver to Buyer certificate(s) of all insurance coverage provided by Seller, 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 Buyer. The liabilities assumed by Seller under this Purchase Order will be specifically covered under, but not limited by, Seller's General Liability Insurance as set forth above.

Additionally, Seller and all of its employees, agents and subcontractors, if any, shall, prior to performing any services in the Host Country, have in place an effective, fully paid-up Medical, Evacuation, Repatriation, Travel and Security Services program (the "Program") and shall provide proof thereof to Buyer prior to commencement of the services. Seller shall provide thirty (30) days' prior written notice to Buyer before expiration of the Program and will not be permitted to perform any services after the expiration of the Program.

21. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision in this Purchase Order, Buyer shall not be liable to, nor save, release, protect, defend, indemnify or hold harmless Seller, and Seller hereby waives all claims against Buyer, for special, indirect or consequential damages, including, without limitation, those arising from business interruption, loss of profits or punitive damages arising from breach of this Purchase Order; except only if caused by Buyer's willful misconduct or for such damages which are awarded to a third party and for which indemnification is sought pursuant to the terms of this Purchase Order.

22. **LIENS:** All materials or articles delivered and work performed under this Purchase Order will be free of all liens, charges, claims and similar encumbrances, and, if Buyer requests, a proper release of all liens or satisfactory evidence of freedom from liens and other claims will be delivered to Buyer prior to any payment. Seller shall defend, indemnify and hold Buyer harmless from and against all liens, charges, claims or similar encumbrances by any of Seller's subcontractors, suppliers or other creditors if any should arise from the performance or non-performance of this Purchase Order. Seller waives any right to assert a lien against any of Buyer's property, except to the extent that such lien is directly attributable to Buyer's material breach of this Purchase Order.

23. **ASSIGNMENT/SUBCONTRACTING:** Seller may not assign or subcontract any portion of this Purchase Order or any interest herein without the express prior written consent of Buyer, which may be withheld or conditioned in Buyer's sole discretion. Any subcontract shall be on the same terms mutatis mutandis as this Purchase Order. Any assignment or subcontract which is not permitted shall be null and void. This Purchase Order shall be binding upon and inure to the benefit of any permitted successors and assigns of Seller and all successors and assigns of Buyer.

24. **ENTIRE AGREEMENT/ACCEPTANCE OF TERMS/CONFLICT OF TERMS/WAIVER:** This Purchase Order, including any exhibits executed by both parties and attached hereto, shall constitute the entire agreement between Buyer and Seller relating to all orders hereunder by Buyer from Seller and shall supersede all prior representations, discussions, negotiations and agreements, whether written or oral. This Purchase Order may be amended or modified only in a written document signed by Buyer and Seller. No oral waiver, amendment or modification will be effective under any circumstances whatsoever. Seller's commencement of performance of its obligations hereunder shall constitute Seller's acceptance of the terms and conditions of this Purchase Order and Seller's waiver of any exceptions hereto. Any additional or differing terms and conditions contained in any of Seller's documents are rejected by Buyer and become no part of the contract between Buyer and Seller unless expressly agreed to in writing by Buyer. Any conflicts between the terms and conditions of this Purchase Order and any applicable plans or specifications or other written documents shall be resolved in favor of the terms and conditions of this Purchase Order unless agreed to otherwise in a written document signed by both parties. Any conflicts between these terms and conditions and Buyer's instructions on the cover page of this Purchase Order shall be resolved in favor of Buyer's instructions on the cover page of this Purchase Order. Failure to enforce any provision of this Purchase Order shall not constitute a waiver of any term hereof.

25. **SERVICES:** The terms and conditions of this Purchase Order shall apply to all services provided by Seller hereunder unless a master or term service agreement or other agreement exists between Seller and Buyer covering

the services provided hereunder, in which case the terms of the master or term service agreement or other agreement shall take precedence as to such services to the extent a conflict exists between the terms and conditions contained in this Purchase Order and those contained in the master or term service agreement or other agreement.

26. **ACCIDENT/INCIDENT REPORTING:** Seller agrees to provide Buyer a written report of all accidents or incidents occurring on or while in transit to or from Buyer's premises resulting in personal injuries, illness and death, or property damage or loss, or pollution or other harm or damage to the environment or other natural resources, immediately after occurrence and to also provide Buyer with a complete written report of such accidents or incidents within twenty-four (24) hours of occurrence. Additionally, Seller shall provide to Buyer such further information concerning the accidents or incidents as Buyer may require and shall allow Buyer full access to the accident or incident site and subject facilities, equipment or other items and shall otherwise reasonably cooperate with Buyer's independent investigation of the accident or incident.

27. **SEVERABILITY:** In the event that any of the provisions or applications of this Purchase Order are held to be unenforceable or invalid by any court of competent jurisdiction or as the result of any valid federal, state, territory, local or other governmental or administrative law, statute, regulation, rule, order or other directive, the unenforceable or invalid provision shall be deemed to be automatically deleted from this Purchase Order, and the validity and enforceability of the remaining provisions or applications shall not be affected thereby and shall continue in full force and effect, and the parties shall make any lawful modifications necessary to achieve Buyer's primary business purpose under this Purchase Order, to the extent that same may have been affected by the deletion of the invalid or unenforceable provision.

28. **FORCE MAJEURE:** Neither Seller nor Buyer shall be liable for any obligations hereunder, other than the respective defense and indemnity and insurance coverage obligations, which are delayed or prevented by the occurrence of a Force Majeure Event as hereinafter defined. Buyer shall not be bound to accept goods after the scheduled date for performance if such delay is due to a Force Majeure Event, but may choose to do so at its sole option. Only the following events shall be considered a Force Majeure Event, to the extent that same are beyond the reasonable control of and could not have been reasonably anticipated or avoided by the affected party: (a) fire, explosion or similar catastrophe; (b) earthquake, flood, drought, hurricane, cyclone, tornado or other severe natural disasters; (c) maritime, aviation, rail or other transportation disasters; (d) war, riots, acts of terrorism, rebellion, blockades, embargoes or other hostilities; (e) strikes, lockouts or labor or industrial disputes at a national or regional level; (f) changes to any law, rule or regulation which frustrates the purpose of this Purchase Order; and (g) any other event beyond the reasonable control, anticipation and avoidance of one or both of the parties. In the event of a Force Majeure Event, the affected party shall promptly provide written notice to the other party of the event and its expected impact upon the affected party's ability to meet its obligations hereunder and shall promptly resume performance of its obligations hereunder as soon as practicable after the cessation of the force majeure event or condition.

29. **COMPLIANCE:**

- a. **ETHICS.** Seller shall at all times during the performance of its obligations hereunder conform to sound ethical business practices in conformance with all applicable laws, rules or regulations and shall in its business practices promote the values of honesty, integrity, social responsibility and human rights. Seller shall not, without Buyer's prior written approval, participate in any business where, for advantage, use could be made of information, knowledge or a relationship arising from this Purchase Order or where such participation might conflict with Buyer's interests. Seller hereby warrants that, in relation to this Purchase Order and the subject matter hereof neither: (i) Seller or any of its affiliates or employees; (ii) to the best of its knowledge or belief, any of its consultants, agents, representatives or other persons retained or otherwise engaged by Seller, has offered or will offer, or has caused or will cause to be offered, or has given or will give, or has caused or will cause to be given, anything of value (including but not limited to money or gifts) whether directly or indirectly to, or for the use of, any government official, political party or political candidate or to any member of their respective families. Seller agrees that it shall incorporate terms similar to those set out herein into all or any contracts entered into by Seller in relation to this Purchase Order and the subject matter hereof.
- b. **BOYCOTT.** No provision of this Purchase Order shall be interpreted or applied which 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 but not limited to any such law of the U.S.
- c. **CONFLICT OF INTEREST.** Seller shall not offer to Buyer's employees any gifts, entertainment, or other favors beyond the common courtesy usually associated with business practices. Seller shall not pay any commissions or fees or grant any rebates or other remuneration or monetary gratuity to any

employee, agent, or representative of Buyer. Neither Seller nor its subcontractors shall grant any secret rebates, one to the other, nor pay any commissions or fees to the employees or officers of the other.

- d. **STATUTORY COMPLIANCE.** Seller warrants, on behalf of itself and its employees, agents and subcontractors, that (i) they are not foreign government officials nor are they affiliated with any foreign government official; (ii) they understand the United States Foreign Corrupt Practices Act of 1977 as amended (15 U.S.C. 78dd-1, 78dd-2, 78m (1998)) and the United Kingdom Bribery Act 2010 (the "Acts"), including any additional amendments passed during the contract period; (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 Buyer to violate either of the Acts. Seller shall ensure that procedures are implemented to prevent conduct that would violate either of the Acts.
- e. **HUMAN RIGHTS.** Seller 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. Seller shall respect the human rights of its workers and treat them with dignity and respect. Seller shall not employ or utilize the services of any subcontractor credibly implicated in human rights abuses. Buyer reserves the right to terminate this Purchase Order if Seller and/or any of its subcontractor(s) fails to adhere to fundamental human rights and labor rights or knowingly hires or retains alleged abusers of human rights.

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

31. **LANGUAGE:** The ruling language of this Purchase Order shall be the English language.

32. **GOVERNING LAW/VENUE:** This Purchase Order shall be construed and interpreted in accordance with the applicable laws of England, exclusive of any principles of conflicts of laws that would require application of the substantive laws of another jurisdiction. Buyer and Seller agree to submit to the exclusive venue and jurisdiction of England in any actions related to, or arising out of, this Purchase Order.

33. **INDEPENDENT CONTRACTOR:** Seller is an independent contractor, and all persons employed by Seller shall be its employees, and not employees, representatives or agents of Buyer in any respect. Seller shall be solely responsible for the manner and method of performing all of its obligations under this Purchase Order, and Buyer shall have no responsibility or liability for supervising, inspecting and/or reviewing Seller's performance. Seller shall be solely responsible for the results of its performance, and Buyer shall be entitled to rely upon Seller's performance of its obligation to deliver goods to Buyer in accordance with the requirements of this Purchase Order.

34. **PUBLICITY:** Seller shall not issue any public press release or statement regarding this Purchase Order or use Buyer's name, trade name, trademark, logo or other designation in connection with any public release, advertisement or promotional material without Buyer's prior written consent, which consent may be withheld in Buyer's sole discretion.

35. **STATUS OF BUYER:** Buyer enters into this Purchase Order for itself and as agent for and on behalf of its co-venturers. Notwithstanding the foregoing, Seller shall look only to Buyer for the performance of this Purchase Order and waives any and all rights to make or pursue any claim against Buyer's co-venturers, on whose behalf Buyer is acting. Buyer is entitled to enforce this Purchase Order on behalf of those co-venturers on whose behalf it is acting, as well as for itself.

36. **CONTRACTS (RIGHTS OF PARTIES) ACT 1999:** Subject to the provisions of Clauses 18, 19 and 20, the parties intend that no terms of the Purchase Order shall confer any benefit on, nor be enforceable by, any person who is not a party to the Purchase Order under the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing, any of the terms of the Purchase Order, including the provisions of Clauses 18, 19 and 20, may be varied, amended, novated or terminated by the written agreement of the parties without notice to or the consent of any third party.