

PETRONAS LUBRICANTS INTERNATIONAL SDN BHD PURCHASE ORDER GENERAL TERMS AND CONDITIONS

Unless specifically stated otherwise, the following Articles shall form the General Terms and Conditions (“GTC”) of this Purchase Order (“Order”). For avoidance of doubt, these GTC shall form an integral part of the Order.

1. DEFINITION

- 1.1 COMPANY shall mean PETRONAS Lubricants International Sdn. Bhd.
- 1.2 CONTRACTOR shall mean any person and/or company having a contract for the supply of Goods and/or Equipment and/or Services (as the case maybe) to the COMPANY as referred to in the Order.
- 1.3 GOODS shall mean the materials and/or products to be purchased or to be supplied as specified in the Order and/or any part thereof.
- 1.4 EQUIPMENT shall mean the equipment to be purchased and/or to be supplied as specified in the Order and/or any part thereof.
- 1.5 PERSONAL DATA means any information in respect of commercial transactions which (a) is being processed wholly or partly by means of equipment operating automatically in response to instructions given for that purpose; (b) is recorded with the intention that it should be wholly or partly be processed by means of such equipment; or (c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, that relates directly or indirectly to an individual, who is identified or identifiable from the information or from that and other information in the possession of an organisation and expression of opinion about individual;
- 1.6 TAX OR TAXES shall include but shall not be limited to all income, profit, withholding tax, franchise, excess profits, royalty, other taxes, personal property taxes, employment taxes and contributions, imposed or that may be imposed by law, regulations or trade union contracts, which are enforced by or on behalf of any taxing authorities and includes penalties, interest and/or fines in respect thereof based on any tax legislation applicable during the duration

of this Order, excluding Customs Charges, Consumption Tax and stamp duty.

CONSUMPTION TAX means tax imposed on goods or services, including but not limited to, Goods and Services Tax (“GST”), Value Added Tax (“VAT”), sales tax, service tax, use taxes, and any other indirect taxes and/or similar taxes excluding taxes on income, imposed by the relevant authorities in the respective country.

CUSTOMS CHARGES shall include but not limited to any import duty, surtax, levies, and any other statutory imposts levied, which are imposed by or on behalf of any relevant authorities but does not include any penalties, interest and fines levied by the said authorities.

- 1.7 SERVICES shall mean the services to be purchased and/or to be supplied as specified in the Order and/or any part thereof.
- 1.8 SANCTIONS shall mean all applicable laws concerning economic sanctions including embargoes, export controls, restrictions on the ability to make or receive international payments, freezing or blocking of assets of targeted Persons (which includes any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity) (“Persons”), or the ability to engage in transactions with or involving specified Persons or countries, or any applicable law that threatens to impose economic sanctions on any Person for engaging in targeted behaviour) of any jurisdictions including – (a) the United Nations; (b) Malaysia; (c) the European Union; (d) the United Kingdom (including those administered by HM Treasury); (e) the United States (including those administered by the Office of Foreign Assets Control of the Department of the Treasury, the Bureau of Industry and Security of the Department of Commerce, or the Department of State);
- 1.9 ORDER shall mean the document containing a request for Goods and/or Equipment and/or Services (as the case maybe) forwarded by the COMPANY to the CONTRACTOR.

2. ACCEPTANCE

This Order will be deemed accepted by the CONTRACTOR upon the first of the following to occur: (a) CONTRACTOR making, signing, or delivering to the COMPANY any letter, form, or other writing or instrument acknowledging acceptance; (b) any

performance by the CONTRACTOR under the Order; or (c) the passage of ten (10) days after CONTRACTOR’s receipt of the Order without written notice to COMPANY that CONTRACTOR does not accept. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to this Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order, unless a separate overriding written contract has been entered into and signed by the parties. This Order expressly limits CONTRACTOR's acceptance to the terms of the Order. These Terms expressly exclude any of CONTRACTOR's terms and conditions of sale or any other document issued by CONTRACTOR in connection with this Order.

3. DELIVERY

The CONTRACTOR shall deliver the Goods and/or Equipment and/or perform the Services at the delivery point (the “Delivery Location”), and on the date(s) specified in this Order (the “Delivery Date”). If no Delivery Date is specified, the CONTRACTOR shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. If the CONTRACTOR fails to deliver the Goods or Services in full, on the Delivery Date, the COMPANY may terminate the Order immediately and CONTRACTOR shall indemnify the COMPANY against any losses, damages, and reasonable costs and expenses attributable to the CONTRACTOR's failure to deliver.

4. PACKAGING

The Goods or Equipment must be packaged in the manner specified by the COMPANY and shipped in the manner and by route and carrier designated by the COMPANY. If the COMPANY does not specify the manner in which the Goods or Equipment must be packaged, CONTRACTOR shall package the Goods or Equipment so as to avoid any damage during transit.

5. INSPECTION

The COMPANY reserves the right to inspect the Goods and/or Equipment and/or Services (whichever applicable) on or after the Delivery Date. The COMPANY, at its sole option, may reject all or any portion of the Goods and/or Equipment and/or Services (whichever applicable) if it determines the Goods and/or Equipment and/or Services (whichever applicable) are defective

or nonconforming. If the COMPANY requires replacement of the Goods and/or Equipment and/or Services (whichever applicable), pursuant to Article 5 herein, the CONTRACTOR shall promptly replace the nonconforming Goods and/or Equipment and/or Services (whichever applicable). If the CONTRACTOR fails to timely deliver replacement of the Goods and/or Equipment and/or Services (whichever applicable), the COMPANY may replace them with Goods and/or Equipment from a third party and charge the CONTRACTOR at the cost thereof and terminate this Order for cause pursuant to Article 10. Any inspection or other action by the COMPANY under this Article shall not affect the CONTRACTOR's obligations under this Order, and the COMPANY shall have the right to further inspection after the CONTRACTOR takes remedial action.

6. CUMULATIVE REMEDIES

The rights and remedies under this Order are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. If CONTRACTOR is in breach of the warranties set out in Article 11, the CONTRACTOR will, at its sole cost, replace or repair the Goods or Equipment or re-perform Services to the COMPANY's satisfaction.

7. PRICE AND PAYMENT

The price of the Goods and/or Equipment and/or Services (whichever applicable) is the price stated on the face of this Order (the "Price"). CONTRACTOR shall invoice COMPANY for the Order within thirty (30) days of delivery. Unless otherwise stated in the Order, the COMPANY shall pay all properly invoiced amounts due to the CONTRACTOR within sixty (60) days after receipt of such invoice, except for any amounts disputed by COMPANY. The Parties shall seek to resolve all such disputes expeditiously and in good faith. The CONTRACTOR shall continue performing its obligations under the Order notwithstanding any such dispute. Without prejudice to any other right or remedy, the COMPANY reserves the right to set off any amount owing to it by the CONTRACTOR against any amount payable by the COMPANY to the CONTRACTOR. Payment of an invoice is not evidence or admission that the Goods and/or Services meet the requirements of the Order.

8. HAZARDOUS WASTE

If at any time CONTRACTOR generates any hazardous waste(s) on COMPANY's property or site, the CONTRACTOR will immediately

notify the COMPANY and the CONTRACTOR will comply with COMPANY's policies and practices, and any applicable law, regarding management of hazardous wastes.

9. CHANGE ORDER

The COMPANY may, from time to time, initiate changes by issuing to the CONTRACTOR written notices (each, a "Change Order") that alter, add to, or deduct from the Goods and/or Equipment and/or Services (whichever applicable), but that are otherwise subject to the GTC of this Order. The CONTRACTOR will promptly comply with the terms of any Change Order.

10. TERMINATION

The COMPANY may terminate this Order, in whole or in part, for any reason upon thirty (30) days' prior written notice to the CONTRACTOR. In addition to any remedies provided herein, the COMPANY may terminate this Order with immediate effect, either before or after acceptance of Goods or Services, if the CONTRACTOR has breached any of the GTC herein. If the CONTRACTOR becomes insolvent, commences or has commenced by it or against it, bankruptcy proceedings, receivership, reorganization or assignment for the benefit of creditors, then the COMPANY may terminate this Order. If the COMPANY terminates the Order for any reason, the CONTRACTOR's sole and exclusive remedy is payment for the Goods or Services received and accepted by the COMPANY prior to the termination.

11. WARRANTIES

Unless otherwise agreed, the CONTRACTOR warrants to the COMPANY that for a period of eighteen (18) months from the Delivery Date, all Goods, Services or Equipment furnished in connection with the Services will: (a) be new and free from any defects in workmanship, material and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be free and clear of all liens, security interests or other encumbrances; (e) not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of COMPANY's discovery of the noncompliance. If the COMPANY gives the CONTRACTOR notice of noncompliance, the CONTRACTOR shall, at its own cost and

expense, promptly replace or repair the nonconforming Goods, Services or Equipment.

12. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify, and hold harmless COMPANY and COMPANY's parent company, its subsidiaries, affiliates, successors or assignees and its respective directors, officers, shareholders, and employees (collectively, "Indemnitee's") against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "losses") arising out of or occurring in connection with the CONTRACTOR's performance of its obligations or CONTRACTOR's negligence, willful misconduct or breach of the GTC of this Order or possession of the Goods which infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. The CONTRACTOR shall not enter into any settlement without COMPANY's or Indemnitee's prior written consent.

13. CONFIDENTIAL INFORMATION

All non-public, confidential or proprietary information of the COMPANY, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by the COMPANY to the CONTRACTOR, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential", in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by the COMPANY in writing. Upon the COMPANY's request, the CONTRACTOR shall promptly return all documents and other materials received from the COMPANY. The COMPANY shall be entitled to injunctive relief for any violation of this Article. This Article shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the CONTRACTOR at the time of disclosure; or (c) rightfully and legally obtained by the CONTRACTOR on a nonconfidential basis from a third party.

14. INSURANCE

Prior to commencement of performance, the CONTRACTOR will arrange any insurance required by applicable law, and maintain

that insurance in effect throughout the duration of the Order execution. Satisfaction of the obligation to procure insurance and perform other actions in connection with this Article will not relieve the CONTRACTOR of any other obligations or liabilities.

15. COMPLIANCE WITH LAW The CONTRACTOR warrants and represents to the COMPANY that it is in compliance with and shall remain in compliance during performance of this Order and ensure that its employees, agents, contractors and subcontractors (the "Personnel") comply with the COMPANY's Code of Conduct & Business Ethics and Health, Safety, Security & Environmental requirements, available on COMPANY's website, and all applicable laws, regulations and ordinances, including, without limitation, the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 and any other laws in relation to Health, Safety, Security & Environment (HSSE) and Anti-Bribery & Corruption as applicable under the Governing Law. CONTRACTOR has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under the Order. The CONTRACTOR shall comply with all export and import laws of all countries involved in the sale of Goods or Services under this Order. The CONTRACTOR assumes all responsibility for shipments of Goods or Services requiring any government import clearance. If the CONTRACTOR fails to comply with the laws, orders, rules, ordinance, regulations and as a result COMPANY is fined, the CONTRACTOR agrees to pay the fine and costs incident thereto or reimburse COMPANY for payment. To the extent that the CONTRACTOR's Personnel are required to enter onto COMPANY's site or property, CONTRACTOR shall ensure that Personnel comply with the COMPANY's health, safety, security and environmental policies and standards. A copy of the PETRONAS Code of Conduct and Business Ethics, Country Supplement, and Anti-Bribery Corruption Manual can be obtained from: <https://www.petronas.com/sustainability/governance-andethics#JbopTabs3>

16. TAXES

CONTRACTOR shall be responsible for and shall pay at its own expense when due and payable all Taxes assessed against it in connection with this Order. All Taxes levied on CONTRACTOR shall be for the account of CONTRACTOR and this shall not be reimbursed by COMPANY. COMPANY shall have the right to withhold TAXES from payments due to CONTRACTOR for the

Order to the extent that such withholding may be required by relevant taxing authorities, and payment by COMPANY to the relevant tax authorities of the amount of money so withheld shall relieve COMPANY from any further obligation to CONTRACTOR with respect to the amount so withheld. However, if CONTRACTOR is of the opinion that the payment(s) should not be subject to withholding tax in Malaysia or any other relevant countries, CONTRACTOR shall submit to COMPANY a letter from the relevant tax authorities confirming that CONTRACTOR is a resident in Malaysia or any other relevant countries. If any withholding is done, COMPANY will provide CONTRACTOR with official receipts or other satisfactory evidence in respect of such deduction or withholding. Where Consumption Tax is applicable to any supply of goods and/or services made by any Party under this Order, the Parties shall act in accordance with the relevant tax laws and regulations. Each party shall be responsible for and shall pay at its own expense when due and payable all Customs Charges assessed against it in connection with the Purchase Order, in accordance with the agreed INCOTERMS. For GOODS (excluding CONTRACTOR'S EQUIPMENT) purchased locally or imported for incoterms other than DDP, the Customs declaration and import licenses (if required) for such GOODS shall be made in the name of the COMPANY. The CONTRACTOR is required to provide assistance, information and documentation to COMPANY in respect of customs declaration to be made in connection with importation of Goods. For the purpose of an application in respect of CUSTOMS CHARGES exemption, CONTRACTOR, where applicable, shall assist CONTRACTOR in the application of CUSTOMS CHARGES exemption and ensure that the description of the items as contained in the commercial invoice shall correspond to the description contained in the exemption application. CONTRACTOR shall promptly provide COMPANY with all information as required by the Ministry of Finance of Malaysia and/or any other relevant authority for the purposes of the application of the exemption including but not limited to the following:

- Description of the items;
- Quantity applied;
- New or used;
- Country of origin;
- Tariff code number;
- Date of import;
- CIF value;
- Rate of import duty; and

- Function of the items including any product brochures.

17. TITLE AND RISK OF LOSS

Unless otherwise specified in the Order, risk of loss of the Goods, Equipment or Services remains with CONTRACTOR and title will not pass to the COMPANY until the Goods or Services are delivered to and accepted by the COMPANY at the Delivery Location.

18. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. The CONTRACTOR's economic hardship or changes in market conditions are not considered Force Majeure Events. CONTRACTOR shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents the CONTRACTOR from performance for a continuous period of more than fifteen (15) business days, the COMPANY may terminate this Order immediately by giving written notice to the CONTRACTOR.

19. PUBLICITY

CONTRACTOR will not use COMPANY's name or logo in publicity, advertising or similar activity except with the prior written consent of the COMPANY. CONTRACTOR will not disclose the existence of this Order or any of its respective terms to any third party without the prior written consent of the COMPANY.

20. WAIVER AND RELEASE OF LIENS Upon the CONTRACTOR receipt of amounts properly invoiced, the CONTRACTOR waives and releases all rights to, for itself and its subcontractors, and at its sole cost shall obtain prompt removal of any lien fixed against COMPANY, for Goods, Equipment or Services performed under this Order.

21. RELATIONSHIP OF THE PARTIES

The CONTRACTOR is an independent contractor of the COMPANY. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

22. GOVERNING LAW AND DISPUTE RESOLUTION

All matters arising out of or relating to this Order shall be governed by and construed in accordance with the laws of Malaysia without regard to its conflict of law principles.

Any dispute between the Parties as to the performance of this Order or the rights or liabilities of the Parties herein, or any matter arising out of the same or connected therewith, which cannot be settled amicably within thirty (30) days from the notice of dispute is sent to a Party by the other Party shall be referred to Courts of Malaysia.

23. NOTICES

All notices, consents, claims, demands, waivers and communications hereunder (each, a "notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective only upon receipt of the receiving party, and if the party giving the Notice has complied with the requirements of this Article 23.

24. SERVICES

Any CONTRACTOR that may perform Services represents itself as qualified and able to perform. CONTRACTOR shall perform Services pursuant to the industry standard of care. COMPANY will furnish materials, equipment and machinery only if and to the extent set forth in the Order. The CONTRACTOR will report immediately to the COMPANY any event or circumstance which CONTRACTOR knows or reasonably suspects is, or results from, a violation of COMPANY's policies or law set forth herein. CONTRACTOR will, at its sole cost and expense, repair or replace any real or personal property belonging to the COMPANY that the

CONTRACTOR, its employees or agents may damage, destroy or remove while performing or result from performing this Order.

25. SURVIVAL

Provisions of this Order which by their nature should apply beyond any termination of this Order will remain in effect for the period expressed within this Article but not longer than a period of two (2) years.

26. SEVERABILITY

If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction.

27. WAIVER; MODIFICATION The CONTRACTOR shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the COMPANY's prior written consent. Any purported assignment or delegation in violation of this Article shall be null and void. No assignment shall relieve the CONTRACTOR of any of its obligations hereunder. No modification, alteration or amendment of the Order shall be binding unless agreed to in writing and signed by the COMPANY. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order by COMPANY shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege.

28. TITLE AND RISK

Title, ownership and other rights to the Goods shall pass to and vest with the COMPANY on Delivery of the Goods to the Designated Location as indicated in the Order. Without prejudice to the terms of this Article, if the Goods and/or Equipment and/or Services (whichever applicable) includes items previously developed or copyrighted by the CONTRACTOR, CONTRACTOR hereby grants to the COMPANY an unrestricted, royalty-free, perpetual, irrevocable license to copy, use, disclose and sublicense such Goods for any lawful purpose. The CONTRACTOR shall have full responsibility for and all risk to the Goods and/or

Equipment and/or Services until Delivery of the Goods and/or Equipment and/or Services to the COMPANY Designated Location as indicated in the Order.

29. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed, all rights, title and interest in the intellectual property rights in the customized Goods, Equipment and/or Services including all customized applications, source code, materials, drawings, documentations developed by the CONTRACTOR (or jointly with the COMPANY relating to the customized Goods, Equipment and/or Services shall be treated as "work for hirer" and shall at all times belong to the COMPANY. The CONTRACTOR shall ensure that all its employees, personnel, subcontractors or agent to execute documents and do all things to give effect to this Order. Notwithstanding the aforesaid, each party shall retain its Pre-Existing Intellectual Property Rights which existing before acceptance of the Order from the COMPANY in accordance with the terms stipulated in this Order. To the extent that the Services include any software and other system applications developed by the CONTRACTOR or procured from third party licensor(s) ("Software"), the CONTRACTOR shall ensure that such Software are licensed to the COMPANY, supplied and installed in hardware and other infrastructure, equipment and computer systems belonging to the COMPANY in accordance with agreed specifications and requirements of the COMPANY. The CONTRACTOR shall grant and/or shall procure the licensor(s) to grant to the COMPANY, a non-exclusive and transferable licence to use the Software consistent with the terms as set out in the agreed specifications and requirements of the COMPANY. The COMPANY shall enter into separate license or sub-licensing agreement (as the case maybe) in respect of the licence granted by the CONTRACTOR and/or its licensor(s) to use the Software.

30. CONTRACTOR'S INDEMNITY

Except to the extent of the COMPANY's sole negligence, the CONTRACTOR shall indemnify hold harmless and defend the COMPANY, its officers, directors and employees from any and all claims, demands, litigation, expenses and liabilities (including tax, costs and legal fees) of every nature arising under any statute or common law for death or injury to persons or damage to tangible property or for infringement of patent, copyright, trademark or other proprietary rights arising out or incident to the supply of Goods and/or Equipment and/or perform the Services; the presence of CONTRACTOR's employees or agents on COMPANY's

premises; the CONTRACTOR's actions or omissions (including any tax liabilities and obligations of the CONTRACTOR arising from or in connection to the performance of this Order); and/or for the failure to comply with the applicable tax reporting, return, or other procedural requirement with respect to the Order); or the CONTRACTOR's breach of any provision of this Order.

31. LIQUIDATED DAMAGES

If the CONTRACTOR fails to deliver the Goods and/or Equipment and/or perform the Services as expressly set forth in this Order, the CONTRACTOR agrees and shall pay the COMPANY by way of liquidated damages for any delay at zero point five percent (0.5%) calculated from the date of final delivery date. Such payment shall be construed as Liquidated Damages, and not as a penalty, and shall be licontribu,mitted in aggregate of ten per cent (10%) of the Order.

32. PERSONAL DATA

Where CONTRACTOR in the performance of the Order processes Personal Data, then CONTRACTOR agrees and warrants that CONTRACTOR shall: (a) comply with all privacy and data protection law and regulations applicable to its performance of the Order; (b) Process Personal Data only (i) on behalf of and for the benefit of COMPANY, (ii) in accordance with COMPANY's instructions, and (iii) for the purposes authorised by this Order or otherwise by COMPANY, and (iv) in so far necessary for the performance of the Order and as permitted or required by law; (c) maintain the security, confidentiality, integrity and availability of the Personal Data; (d) implement and maintain appropriate technical, physical, organisational and administrative security measures, procedures, practices and other safeguards to protect the Personal Data against (i) anticipatable threats or hazards to its security and integrity; and (ii) loss, unauthorised access to, or acquisition or use of or unlawful processing of such Personal Data; and (e) promptly inform COMPANY of any actual or suspected security incident involving the Personal Data. To the extent that CONTRACTOR allows a subcontractor to process the Personal Data, CONTRACTOR shall ensure that it binds such subcontractor to obligations which provide a similar level of protection, but in no way less restrictive, as this Article.

33. EXPORT CONTROL

CONTRACTOR agrees and warrants that it will comply with all applicable international and national export control laws and

regulations and it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union or the United States of America (US) or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval. CONTRACTOR agrees to inform the COMPANY in writing whether or not the supplied information, goods, software and/or technology is US controlled and/or controlled under the export control laws of its own country, and if so, CONTRACTOR will inform the COMPANY about the extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licenses and/or commodity classification automatic tracking system as applicable). CONTRACTOR shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide COMPANY with all information required to enable the COMPANY and its customers to comply with such laws and regulations. CONTRACTOR agrees to indemnify and hold the COMPANY harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which the COMPANY may incur due to CONTRACTOR's non-compliance with applicable laws, rules and regulations. CONTRACTOR agrees to notify the COMPANY promptly of CONTRACTOR's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect the COMPANY.

34. SANCTIONS LAWS

The CONTRACTOR shall comply with all applicable Sanctions laws. The CONTRACTOR acknowledges and agrees that COMPANY shall not be obliged to perform any obligation under this Order if this would not be compliant with, would be in violation of, inconsistent with, or would expose either party to punitive measures under any laws, regulations applicable to either party relating to Sanctions.

35.HUMAN RIGHTS

CONTRACTOR shall respect internationally recognized human rights, complying with PETRONAS Code of Conduct and Business Ethics (COBE) and all relevant legal requirements. The CONTRACTOR shall take reasonable steps to ensure policies and guidelines are in place to demonstrate its respect for human rights applicable to its employees and contract personnel

providing Goods and/or Equipment and/or Services to the COMPANY. These policies and guidelines shall include labour rights, workplace health and safety, security and conditions of employment and such policies and guidelines shall be in language they understand.