

**PETRONAS LUBRICANTS INTERNATIONAL  
PURCHASE ORDER GENERAL TERMS AND CONDITIONS**

Unless specifically stated otherwise, the following clauses 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 PURCHASER shall mean PETRONAS Lubricants International ("PLISB") or any of its subsidiaries as properly identified in the Order ("PLI").

1.2 SUPPLIER 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 Purchaser 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 SERVICES shall mean the services to be purchased and/or to be supplied as specified in the Order and/or any part thereof.

1.6 ORDER shall mean the document containing a request for Goods and/or Equipment and/or Services (as the case maybe) forwarded by the Purchaser to the Supplier.

**2. ACCEPTANCE**

This Order will be deemed accepted by the Supplier upon the first of the following to occur: (a) Supplier making, signing, or delivering to the Purchaser any letter, form, or other writing or instrument acknowledging acceptance; (b) any performance by the Supplier under the Order; or (c) the passage of ten (10) days after Supplier's receipt of the Order without written notice to Purchaser that Supplier 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 Supplier's acceptance to the terms of the Order. These Terms expressly exclude any of Supplier's terms and conditions of sale or any other document issued by Supplier in connection with this Order.

**3. DELIVERY**

The Supplier 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 Supplier shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. If the Supplier fails to deliver the Goods or Services in full, on the Delivery Date, the Purchaser may terminate the Order immediately and Supplier shall indemnify the Purchaser against any losses, damages, and reasonable costs and expenses attributable to the Supplier's failure to deliver.

**4. INSPECTION**

The Purchaser reserves the right to inspect the Goods and/or Equipment and/or Services (whichever applicable) on or after the Delivery Date. The Purchaser, 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 Purchaser requires replacement of the Goods and/or Equipment and/or Services (whichever applicable), pursuant to Clause 4 herein, the Supplier shall promptly replace the nonconforming Goods and/or Equipment and/or Services (whichever applicable). If the Supplier fails to timely deliver replacement of the Goods and/or Equipment and/or Services (whichever applicable), the Purchaser may replace them with Goods and/or Equipment from a third party and charge the Supplier at the cost thereof and terminate this Order for cause pursuant to Clause 8. Any

inspection or other action by the Purchaser under this Clause shall not affect the Supplier's obligations under this Order, and the Purchaser shall have the right to further inspection after the Supplier takes remedial action.

**5. 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 Supplier is in breach of the warranties set out in Clause 10, the Supplier will, at its sole cost, replace or repair the Goods or Equipment or re-perform Services to the Purchaser's satisfaction.

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

**7. HAZARDOUS WASTE**

If at any time Supplier generates any hazardous waste(s) on Purchaser's property or site, the Supplier will immediately notify the Purchaser and the Supplier will comply with Purchaser's policies and practices, and any applicable law, regarding management of hazardous wastes.

**8. CHANGE ORDER**

The Purchaser may, from time to time, initiate changes by issuing to the Supplier 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 Supplier will promptly comply with the terms of any Change Order.

#### 9. TERMINATION

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

#### 10. WARRANTIES

The Supplier warrants to the Purchaser 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; and (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 Purchaser's discovery of the noncompliance. If the Purchaser gives the Supplier notice of noncompliance, the Supplier shall, at its own cost and expense, promptly replace or repair the nonconforming Goods or Services.

#### 11. INDEMNIFICATION

The Supplier shall defend, indemnify, and hold harmless Purchaser and Purchaser's parent company, its subsidiaries,

affiliates, successors or assignees and its respective directors, officers, shareholders, and employees (collectively, "Indemnitees") 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 Supplier's performance of its obligations or Supplier'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 Supplier shall not enter into any settlement without Purchaser's or Indemnitee's prior written consent.

#### 12. CONFIDENTIAL INFORMATION

All non-public, confidential or proprietary information of the Purchaser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by the Purchaser to the Supplier, 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 Purchaser in writing. Upon the Purchaser's request, the Supplier shall promptly return all documents and other materials received from the Purchaser. The Purchaser shall be entitled to injunctive relief for any violation of this Clause. This Clause shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the Supplier at the time of disclosure; or (c) rightfully and legally obtained by the Supplier on a non-confidential basis from a third party.

#### 13. INSURANCE

Prior to commencement of performance, the supplier will arrange any insurance required by applicable law, and maintain that insurance in effect throughout the duration of the purchase order execution. Satisfaction of the obligation to procure insurance and perform other actions in connection with this

Article will not relieve the supplier of any other obligations or liabilities.

#### 14. COMPLIANCE WITH LAW

The Supplier warrants and represents to the Purchaser 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 Purchaser's Code of Conduct & Business Ethics and Health, Safety & Environmental requirements, available on Purchaser'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 & Environment (HSE) and Anti-Bribery & Corruption as applicable under the Governing Law. Supplier 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 Supplier shall comply with all export and import laws of all countries involved in the sale of Goods or Services under this Order. The Supplier assumes all responsibility for shipments of Goods or Services requiring any government import clearance. If the Supplier fails to comply with the laws, orders, rules, ordinances and regulations and as a result Purchaser is fined, the Supplier agrees to pay the fine and costs incident thereto or reimburse Purchaser for payment. To the extent that the Supplier's Personnel are required to enter onto Purchaser's site or property, Supplier shall ensure that Personnel comply with the Purchaser's health, safety and environmental policies and standards.

#### 15. TAXES

Unless specified otherwise on the face of the Order, the prices are inclusive of, and the Supplier shall be solely responsible for and pay, all federal, state, and local taxes, including, but not limited to, value added tax, goods and services tax, sales, use or consumption tax. No sales or use tax shall be added when a valid tax exemption is indicated on the face of this Order by the Purchaser.

#### 16. TITLE AND RISK OF LOSS

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

#### 17. 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 Supplier's economic hardship or changes in market conditions are not considered Force Majeure Events. Supplier 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 Supplier from performance for a continuous period of more than fifteen (15) business days, the Purchaser may terminate this Order immediately by giving written notice to the Supplier.

#### 18. WAIVER AND RELEASE OF LIENS

Upon the Supplier receipt of amounts properly invoiced, the Supplier 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 Purchaser, for Goods or Services performed under this Order.

#### 19. RELATIONSHIP OF THE PARTIES

The Supplier is an independent contractor of the Purchaser. 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.

#### 20. 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 as provided in Table A of the Annexure 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 the dispute resolution method and rules as stated in Table A of the Annexure.

#### 21. 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 Section 21.

#### 22. SERVICES

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

#### 23. 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 the Section but not longer than a period of two (2) years.

#### 24. 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.

#### 25. MISCELLANEOUS

The Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the Purchaser's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment shall relieve the Supplier 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 Purchaser. 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 Purchaser 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.

#### 26. TITLE AND RISK

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

#### **27. SUPPLIER'S INDEMNITY**

Except to the extent of the Purchaser's sole negligence, the Supplier shall indemnify hold harmless and defend the Purchaser, its officers, directors and employees from any and all claims, demands, litigation, expenses and liabilities (including 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 Supplier's employees or agents on Purchaser's premises; the Supplier's actions or omissions; or the Supplier's breach of any provision of this Agreement.

#### **28. LIQUIDATED DAMAGES**

If the Supplier fails to deliver the WORKS as expressly set forth in this Order the Supplier agrees and shall pay the Purchaser 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 limited in aggregate of ten per cent (10%) of the Purchase Order.

**ANNEXURE – TABLE A**

<b>PETRONAS LEGAL ENTITY NAME</b>	<b>COUNTRY</b>	<b>GOVERNING LAW (COUNTRY)</b>	<b>DISPUTE RESOLUTION METHOD AND VENUE</b>	<b>ARBITRATION RULES (IF APPLICABLE)</b>
PLI (NETHERLANDS) B.V.	Netherlands	Dutch	Civil Court	
PETRONAS LUBRICANTS NETHERLANDS B.V.	Netherlands	Dutch	Civil Court	
PETRONAS LUBRICANTS ITALY S.p.A.	Italy	Italian	Civil Court	
PETRONAS LUBRICANTS BELGIUM NV	Belgium	Belgian	Civil Court	
PETRONAS MADENI YAGLAR TICARET LIMITED SIRKETI	Turkey	Turkish	Arbitration in Istanbul	ICC
PETRONAS LUBRICANTS DEUTSCHLAND GMBH	Germany	German	Civil Court	
PETRONAS LUBRICANTS DEUTSCHLAND GMBH	Austria	German	Civil Court	
PETRONAS LUBRICANTS FRANCE SAS	France	French	Civil Court	
PETRONAS LUBRICANTS POLAND SP ZOO	Poland	Polish	Civil Court	
PETRONAS LUBRICANTS GREAT BRITAIN	UK	English	Civil Court	
PETRONAS LUBRICANTS SPAIN SLU	Spain	Spanish	Civil Court	
PETRONAS LUBRICANTS PORTUGAL	Portugal	Portuguese	Civil Court	
PL RUSSIA LLC	Russia	Russian	Civil Court	
PETRONAS LUBRICANTS ARGENTINA S.A.	Argentina	Argentinian	Arbitration in Buenos Aires	Tribunal de la Bolsa de Comercio de Buenos Aires (Buenos Aires Stock Exchange Court)
PETRONAS LUBRICANTS BRASIL S.A.	Brazil	Brazilian	Arbitration in Sao Paulo	CAMARB - Câmara de Mediação e Arbitragem Empresarial – Brasil
PETRONAS LUBRICANTS INTERNATIONAL SDN. BHD.	Malaysia	Malaysian	Arbitration in Kuala Lumpur	Asian International Arbitration Centre (AIAC)
PETRONAS BASE OIL (M) SDN. BHD.	Malaysia	Malaysian	Arbitration in Kuala Lumpur	Asian International Arbitration Centre (AIAC)
PETRONAS LUBRICANTS INDIA PRIVATE LIMITED	India	Indian	Arbitration in Mumbai	Arbitration and Conciliation Act 1956
PLAL DMCC	UAE	UAE	Arbitration in Dubai	LCIA
PLAL EGYPT LLC	Egypt	Egyptian	Arbitration in Cairo	UNCITRAL
PETRONAS MARKETING CHINA CO. LTD	China	P.R.C	Arbitration in Hong Kong	ICC
PETRONAS LUBRICANTS SHANDONG CO. LTD.	China	P.R.C.	Arbitration in Hong Kong	ICC
PT PLI INDONESIA	Indonesia	Indonesian	Arbitration in Singapore	Asian International Arbitration Centre (AIAC)
PLI AUSTRALIA PTY. LIMITED	Australia	New South Wales, Australia	Arbitration in Sydney	Australian Centre for International Commercial Arbitration (ACICA)
VISCOSITY OIL COMPANY	USA	Delaware, USA	Arbitration in Chicago	Chicago International Dispute Resolution Association (CIDRA)
PLNA MEXICO	Mexico	Mexican	Arbitration in Juarez, Ciudad	Arbitration Centre of Mexico