

NOTICE: These General Service terms and conditions (the "STC") shall unless otherwise agree in writing, apply to all Works or Services (collectively the "Services") performed by any authorized member, agent or service representatives of Turbo Control Systems during consulting, supervision of erection, installation, start-up, inspection, repair or maintenance remote services.

These STC plus the additional Turbo Control Systems general sales conditions shall be an integral part of any Purchase Order assigned by the beneficiary of the Services (the "Client") to Turbo Control Systems.

Except for any other terms and conditions of Turbo Control Systems and/or the Client (that are expressly agreed upon in writing by Turbo Control Systems), none of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except as revised in writing by Turbo Control Systems and all orders for the Services received by Turbo Control Systems shall be governed only by the terms and conditions herein, plus the additional general sales conditions, notwithstanding any terms and conditions which may be found in any purchase order, release order, or any other form issued by the Client.

These terms and conditions are effective as of the date published on this bulletin and are subject to change without prior notification.

This document shall take precedence over any conflicting terms and conditions submitted by the Client, unless otherwise agreed to in writing by Turbo Control Systems.

1. RATE DEFINITION

Calculation of rates:

Billable days are calculated from the day the representative departs Turbo Control Systems until the day of their return, including weekends and Holidays (port to port) or from time Turbo Control Systems representative spend for Remote Service (as defined in Annex A) including time to get the connection with the Client and any interruption.

- A. **Standard Rate** – This rate applies to time worked during a normal 8-hour day, Monday through Friday except holidays.
- B. **Overtime Rate** – This rate applies to the first 4 hours worked in excess of the normal 8 hour period during which the Standard Rate applies and the first 12 hours on Saturday.
- C. **Holiday Rate** – This rate applies to time worked in excess of 12 hours in any given workday during which the Standard Rate applies, hours in excess of 12 hours on Saturday, and all hours worked on Sunday or Turbo Control Systems observed Holidays.
- D. **Observed holidays include:** Christmas and New Year, Easter, and all UK Bank Holidays.
- E. **Between two(2) days, a minimum of ten(10) hours of rest is required, after fifteen(15) consecutive work days, a rest day will be given.**
- F. **Receipts will be provided only when charged at cost +10% otherwise the flat rate will be charged, with no receipts.**

2. CLIENT OBLIGATIONS

- A. The Client shall provide all required labour, supervision, equipment, materials, tools, utilities, supplies and parts necessary for the efficient performance of the Services.**
- B. The Client shall issue a written purchase order(the "Order") making reference to this document in order to dispatch Turbo Control Systems personnel to site. The Order must be amendable as actual work time and expenses may vary.**
- C. Turbo Control Systems must be notified two weeks in advance of any planned service intervention. The site intervention request form must be filled prior to any intervention.**

3. BILLABLE CHARGES

- A. Time worked by the Turbo Control Systems representative shall be billed in accordance with the Rates and Rates Definition set forth above.**
- B. Standby Time – Any time the Turbo Control Systems representative is available to work, Monday through Sunday up to a minimum 8 hours per day, will be regarded as time actually worked, even their services are not utilized. Standby Time will be billed at the Standard Rate. It should be noted that Standby Time is defined as time during which Turbo Control Systems is available for work but is not working because of circumstances beyond the control of Turbo Control Systems, such as but not limited to loss of communication, work permit preparation or by direction of the Client (pressurization, mechanical works etc..)**
- C. Travel Time – Time spent by Turbo Control Systems representative in transit to and from the site or in relation to travel preparations shall be billed as per the Standard rate.**

- D. Cancellation or Postponement of services previously arranged, without two(2) business day prior notification, will be subject to a £200 cancellation fee plus any expenses incurred at cost +10%. Postponement will be invoiced at 75% of 8 hours per day unless Turbo Control Systems is aware 15 days in advance.**

4. WORKING CONDITIONS

The Client shall maintain safe working conditions at the work site.

The Client shall timely advise Turbo Control Systems in writing of all health, safety, security and environmental requirements procedures and instructions applicable at the work site. Without limiting the Clients responsibilities under this Clause 4, Turbo Control Systems has the right, but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the work site.

For any Services performed when the temperature is above 35 degrees Celsius, a break every 2 hours must be respected with access to drinks as well as an air-conditioned room. For any Services performed when the temperature is below -10 degrees Celsius a break every 2 hours must be respected with access to warm drinks as well as a heated room.

Turbo Control Systems reserves the right, at its sole and absolute discretion, and without any liability whatsoever, to remove from the job site any of its service representatives or workers which have been assigned to the performance of the Services, when:

- i) The Client fails to comply with its obligations set forth in this Article 4;
- ii) The Client fails to comply with the applicable laws related to health, safety, and environmental, including but not limited to the laws and regulations on occupational health and safety being applicable and enforceable in the location where the Works are performed; and/or
- iii) The health and security conditions are likely to put Turbo Control Systems personnel at risk.
- iv) The physical integrity and/or safety of the workers assigned by Turbo Control Systems to perform the Services is endangered by circumstances, which are not attributable to Turbo Control Systems acts, omissions, fault or negligence, and/or,

liability to Turbo Control Systems. The Client shall reasonably assist Turbo Control Systems in any such evacuation and/or repatriation.

The Client represents and warrants to Turbo Control Systems and agrees to ensure that the work site, surrounding environment, all equipment provided or otherwise made available to Turbo Control Systems representative in connection with the Order, shall at all times be free of Hazardous Materials and/or contaminated substances, elements or waste of any kind that are restricted by applicable laws or regulations and hazardous to health or safety of Turbo Control Systems representatives. In the event that the Client is in breach of any such representation, warranty or covenant, Turbo Control Systems may immediately cease performance under the Order and the Client shall be liable for the full amount of the fees due under the Order for all services provided through the date of such termination, and any additional cost incurred by Turbo Control Systems and arising directly or indirectly from such suspension of performance. The foregoing remains without prejudice to any claims for death, disease or injury of any Turbo Control Systems personnel due to exposure to Hazardous Materials and/or contaminated substances, elements or waste of any kind.

The agreed schedule for the performance of the Services shall therefore be extended accordingly.

Turbo Control Systems may

Considering the social and political situation in the country of the work site and the potential threats on the health and security of persons, Turbo Control Systems may, in addition to other rights or remedies available to it, decide not to delegate or to immediately evacuate some or all of its personnel, temporary workers or other sub-contractors, from the work site, repatriate any of its employees, temporary workers or other sub-contractors for services to be performed at the work site, or otherwise in the country of Site, and/or remotely perform the Services. Any such occurrence shall be considered an excusable event without any

5. TRAVEL EXPENSES

- A. Airfare shall be Coach or Economy class for all domestic and international daytime travel less than five(5) hours. Required overnight travel and flights in excess of five(5) hours shall be booked in Business class or equivalent.
- B. An equitable division of travel time and expenses will be made when the Turbo Control Systems representative goes from one

- assignment to another before returning to his headquarters.
- C. Assignments will not exceed forty(40) days of service. Rotation of personnel will be at Clients expense, expenses include air, railroad, taxi, automobile, and related cost which may include gas, tolls or other expenses incurred.

6. WARRANTY

- A. Warranty terms for the Goods will be strictly adhered to. The Services performed by Turbo Control Systems on the Goods shall not amend or nullify the warranty already granted by Turbo Control Systems to the Client on the said Goods in accordance with the Goods sales contract.
- B. Determination of warranty claim validity will be done by Turbo Control Systems management and not by the representative. Any decision made by the representative will not be binding upon Turbo Control Systems.
- C. Labour associated with Services shall be subject to a 60 days warranty, starting from the date of achievement of the Services by Turbo Control Systems. In no event shall Turbo Control Systems be liable for indirect, special, incidental or consequential damages. Turbo Control Systems service rate will apply for waiting time & travel time to attain the location of the Goods. Travel expenses to and from the location of the Goods shall be invoiced.
- D. Labour associated with Services performed in house (turbo Control Systems Premises) shall be subject to a 120 days' warranty starting from the date of achievement of the Services by Turbo Control Systems.

- E. All other warranty terms and conditions shall be as per the GSC (as defined herein below)
- F. TURBO CONTROL SYSTEMS DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICES. THE REMEDIES OF THE CLIENT ARE EXCLUSIVE AND IN LIEU OF ANY ADDITIONAL QARRANTIES, GUARANTEES OR REPRESENTATIONS AVAILABLE AT LAW OR IN EQUITY. TURBO CONTROL SYSTEMS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES FOR THE GOODS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

7. TAXES

Prices are NET OF ALL TAXES. All prices quoted in the offer and submitted by Turbo Control Systems are net and exclude taxes, duties and similar assessments which are payable in addition as applicable. Turbo Control Systems shall bear and promptly pay all taxes including income/corporate taxes, duties, customs duties including surcharges, fees whatsoever arising now or in the future out of or in connection with the Contract outside the country of the Site and/or of Client.

Client shall bear and promptly pay all taxes including income/corporate taxes, duties, customs duties including surcharge fees (including stamp duty levied on the signature of the Contract), bank charges whatsoever, arising now or in the future out of or in connection with the Contract inside the country of Site and/or of Client.

If notwithstanding the foregoing any such taxes including sales, value added, income/corporate, withholding taxes, duties, custom duties including surcharges, fees (including stamp duty levied on the signature

of the Contract), bank charges whatsoever will be imposed on Turbo Control Systems and/or Turbo Control Systems personnel, Client shall hold Turbo Control Systems and Turbo Control Systems personnel indemnified and harmless against any such claims and shall pay any such taxes including income/corporate taxes, duties, customs duties including surcharges, fees (including stamp duty levied on the signature of the Contract) bank charges whatsoever in the name and on behalf of Turbo Control Systems and/or Turbo Control Systems personnel to the respective organizations and authorities, or, if paid by Turbo Control Systems, Client shall reimburse Turbo Control Systems such sums.

8. PAYMENT – INVOICE

Turbo Control Systems offer no discount periods and unless otherwise agreed, payment shall be made by bank remittance in the currency and to the bank set forth in the invoice within ten(10) days net after the invoice date, except where advance payment has been agreed upon between the Client and Turbo Control Systems.

Notwithstanding anything to the contrary, Invoices will be issues for each monthly segment of the services (or each mobilization).

Payment shall be made in full without any offset, counterclaim or deduction.

Failure of the Clients representative to sign time sheets of Turbo Control Systems representative shall not preclude payment for services rendered.

9. FORCE MAJEURE

As per the GSC (as defined below).

In case of force majeure Turbo Control Systems reserves the right to postpone the performance of the order, to refuse its terms or to repatriate the representative. The same terms apply for sensitive area and for countries under embargo. If the Services cannot be started as agreed due to reasons attributable to the Client or is interrupted by Force Majeure or for other reasons not attributable to Turbo Control Systems, the cost for maintaining personnel at or near the work site (including, without limitation, wages and lodging) shall be borne by the Client. All expenses in relation to such withdrawal and/or subsequent return shall be borne by the Client.

10. SOFTWARE PROVISION

If software material is provided under the Order, the Client is granted a non-exclusive, royalty free license only for the Clients use of Turbo Control Systems software provided with Turbo Control Systems system. Under this license Client may;

- A. Use Turbo Control Systems software with Turbo Control Systems system provided.
- B. Copy Turbo Control Systems software into any machine readable or printed for back up in support of the Clients use of Turbo Control Systems software on Turbo Control Systems provided system.
- C. Create additional copy of the software for archival purpose only.

11. INSURANCE

Client shall at its own expense take out and maintain in effect an adequate Erection All Risk (EAR) insurance, meeting at least best international terms and conditions with financially strong and reputable insurance company, covering physical loss or damage to the Goods, followed by an External Maintenance Coverage insuring also activities by Turbo Control Systems, or its sub-contractors or sub-suppliers, while they are at the Site for the purpose of complying with its obligations under the Order. Such insurance policy shall be primary and name Turbo Control Systems, its sub-contractors, sub-suppliers and their personnel, as well as all parties involved as additional insureds and all insurers rights of subrogation against such additional insureds and their insurer for losses or claims arising out of the performance of the Order shall be waived under such policy. Any claim which might be put forward against Turbo Control Systems and/or its sub-contractors, sub-suppliers and their personnel shall be covered by this insurance, and their liability shall not exceed the coverage of this insurance. The deductible of such EAR insurance shall be set Not higher than £30,000.00 GBP per occurrence and if a loss or damage has been caused by Turbo Control Systems, the liability of Turbo Control Systems shall be limited hereto.

IMPORTANT NOTICE:

THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THESE TERMS AND CONDITIONS.

It is hereby agreed and understood by all Parties that the General Sales Conditions of

Turbo Control Systems shall be applied to the work performed by Turbo Control Systems under the Order on a mutatis mutandis, servandis servatis basis, being ascertained that the stipulations vested in these General Sales Conditions shall be construed as construed as complimentary provisions th these Service Terms and Conditions, without causing any prejudice, contradictions or conflicts to the present conditions.

Should a discrepancy, conflict or contradiction be created between the General Sales Conditions and the Service Terms & Conditions, the Service Terms and Conditions shall take precedence over the General Sales Conditions.

The Client hereby declares having fully accepted all conditions and having been in a position to review the Terms & Conditions (including the articles related to embargo and denied parties), with assistance of legal counsel if needed.

I have read and agree with the terms and conditions listed above

Client Signature & Company Stamp

.....Date.....

Annex A- TERMS AND CONDITIONS FOR REMOTE SERVICE – specific provisions applicable in case of REMOTE SERVICES

1. SCOPE

These Specific Terms and Conditions for Remote Service apply to the extent Turbo Control Systems provides to the Client Remote Services.

Such Remote Services shall be conditioned upon, and subject to the specific Terms and Conditions, which shall form an integral part of any Order, agreement, understanding or arrangement therefor.

2. PERFORMANCE OF REMOTE SERVICES

- A. Turbo Control Systems Provides the Remote Services, with respect to the Goods in accordance with the terms and conditions as stipulated hereunder.**
- B. Client shall use its own personnel, to perform the Works and Services in respect of Goods.**
- C. Client shall cooperate fully and to the extent necessary with Turbo Control Systems and provide any assistance to Turbo Control Systems to ensure that Turbo Control Systems is enabled to provide the Remote Service, and Client will, likewise, require its own personnel to cooperate fully and to the extent necessary with Turbo Control Systems and designate a representative with whom Turbo Control Systems may have direct contact.**
- D. Client acknowledges that, during the course of providing Remote Services,**

Turbo Control Systems may, at its sole discretion, modify, add or remove any feature of the Service from time to time without prior notice or recommend that the Service/ Works shall be changed or supplemented.

3. CLIENTS ADDITIONAL OBLIGATIONS

- A. Client shall comply with all rules, regulations, and recommendations, arising out of the performance of Remote Services provided for by Turbo Control Systems.**
- B. Client shall ensure cooperation and compliance of its employees to all rules, regulations and recommendations provided by Turbo Control Systems.**
- C. Clients personnel to be provided and teamed with Turbo Control Systems representatives during Remote Services shall have all required certifications to perform the Works and shall be professional, suitable, qualified, experienced and proficient in the English language.**
- D. Turbo Control Systems has the right to suspend the performance of the Remote Services and its obligations under the Order if it is reasonably clear from the circumstances that the Client will not be able to perform its obligations as stated in the Order and these Turbo Control Systems Service Terms & Conditions.**
- E. Turbo Control Systems shall have the right to require the Client to remove forthwith an Client personnel who, in the opinion of Turbo Control Systems: misconduct themselves, are incompetent or negligent in the proper performance of their duties, or fail to comply with any of Turbo Control Systems recommendations or persist in any conduct which is**

contrary to ir inconsistent with Turbo Control Systems recommendations.

- F. Provision of the Remote Services by Turbo Control Systems shall not require any access to the Clients information technology environment and computer system, and therefore, Turbo Control Systems shall not be liable for, and the Client hereby releases Turbo Control Systems from any claim of unauthorized access to the Clients information technology environment, or got unauthorized access to, or alteration, theft or destruction of the Clients or any third party data files, programs, procedures or information through accident, intentional misconduct or any other method, or for violation of the Clients network security policies and security violation response procedures, network security or security incidents, design or comprehensiveness of any security program or any security services including those provided by other providers or professionals chosen by the Client.

4. WARRANTY (Remote Services)

- A. Turbo Control Systems warrants that the Remote Services shall be carried out in a good, professional manner.
- B. Client acknowledges and agrees that the Remote Services are not intended and shall not replace any physical services, intervention, inspection or maintenance of Goods required by applicable law, manual operations or technical specifications or recommended by Turbo Control Systems regarding use and maintenance recommendations for Goods or as a result of physical inspection.

Therefore, Turbo Control Systems is not providing any warranty herein, express or implied, with respect to the Remote Services and hereby expressly disclaims any warranty, express or implied, with respect to these Remote Services.

Turbo Control Systems hereby disclaims any liability related to works performed by the Client or its sub-contractors, and associated consequences. Turbo Control Systems instructions and advice shall not relieve the Client of responsibility for the technical, proper and efficient management of its installation(s), the Goods and the Works for which Turbo Control Systems provides assistance and Turbo Control Systems shall not be liable.

- C. Notwithstanding the foregoing and notwithstanding any provisions in the Terms & Conditions with regards to Turbo Control Systems limitation of liability, Turbo Control Systems shall only be responsible for deficiencies related to Remote Services, if it can be proved that such deficiencies are solely and directly attributable to the fact that Turbo Control Systems personnel has acted with Gross Negligence in the course of the Remote Service. Gross Negligence shall in respect of these conditions be construed as a conscious and voluntary act or omission of a party in reckless disregard of a legal duty which fundamentally, seriously and substantially deviates from a diligent course of action and which is in reckless disregard of or indifference to the direct and harmful consequences to the other party ("Gros Negligence")
- D. Any data relating to the Goods and/or its usage remotely collected and/or processed by Turbo Control Systems, and/or any other data provided by Turbo Control Systems



to the Client on "as is" and "as available" basis and without warranties of any kind, express or implied, made in relation to the correctness, accuracy, or reliability of such Goods.

- E. This warranty clause represents the sole and exclusive warranty given by Turbo Control Systems to the Client with respect to the Remote Services, and is in lieu of and excludes all other warranties, express or implied, arising by operation of law or otherwise, including but not limited to, any implied warranties of merchantability or fitness for particular purpose.

5. INTELLECTUAL PROPERTY

Nothing contained in these terms and conditions or any other agreement or understanding between the Parties shall be construed as transferring from one party to the other any Intellectual Property Rights.

The Intellectual Property Rights of the Supplier with respect to the Remote Services shall remain the exclusive property of Turbo Control Systems.

Client Signature & Company Stamp

.....Date.....