



xWD General Conditions of Contract Contractor Worksite

MEXICO

GENERAL CONDITIONS OF CONTRACT – CONTRACTOR WORKSITE (Onshore Work at Contractor Worksite)

1. APPLICATION

- 1.1 These Conditions of Contract shall apply to all Purchase Order's issued by the Company for purposes of onshore supply and/or deliveries of goods and/or provision of services, where the Contractor is not required to perform any Work directly at Company's Worksite or the Worksite of another contractor (except for the delivery of a completed Contract Object which does not require further installation by Contractor), unless otherwise explicitly agreed in writing.
- 1.2 General terms or conditions of Contractor, whether referred to in quotations, order confirmations, invoice documents or other correspondence shall not apply, unless otherwise explicitly agreed to in writing with the Company and signed by all parties to the agreement.
- 1.3 In so far as there is a conflict between the Purchase Order and Conditions of Contract, the provisions stated in the Purchase Order shall take precedence over the Conditions of Contract, subject thereto that, if an amendment of these Conditions of Contract are intended, such amendment shall only be effective where explicitly stated as such in the Purchase Order and with clear reference to the specific article of these Conditions of Contract to be so amended. If such a reference is not explicitly included, these Conditions of Contract shall prevail.

2. DEFINITIONS

- 2.1 Affiliated Company means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. An entity shall be deemed to control any other entity in which it owns or controls, directly or indirectly, 50% or more of the voting stock or interest.
- 2.2 Company means the legal entity explicitly identified in the Purchase Order as the party ordering the Work, acting on its own behalf or for and on behalf of the License Group, as the case may be.
- 2.3 Conditions of Contract means this document, which sets out the terms and conditions applicable for the Work
- 2.4 Contract means the agreement between the parties concerning the Work, as reflected in these General Conditions of Contract and the associated Purchase Order.
- 2.5 Contract Object means any items, goods, equipment, materials, data or other items purchased, or to be purchased by Company from Contractor under this Contract.
- 2.6 Contractor means the entity identified in the Purchase Order as the party performing the Work.
- 2.7 Equipment means all Contractor's working equipment necessary for performance of the Work, whether owned, leased, hired or subcontracted, and including but not limited to tools, hand-tools, equipment, temporary systems, temporary buildings and structures, scaffolding, lighting, all software and hardware.
- 2.8 Purchase Order means the document(s) or electronic order(s) issued by Company to initiate Work, in accordance with Article 3.
- 2.9 Third Party means any party, which is not a member of Company Group or Contractor Group.

- 2.10 Work means all work that Contractor is required to carry out in accordance with the provisions of the Contract, including but not limited to all services, provision of personnel delivery of Contract Objects and Equipment to be rendered in accordance with the Contract.

3.0 PURCHASE ORDER

- 3.1 Company shall order Work as required by issuing a Purchase Order
- 3.2 Contractor shall confirm the Purchase Order in writing upon receipt.
- 3.3 Company may revoke its Purchase Order at any time and for any reason before Contractor's confirmation in writing is received.
- 3.4 Contractor shall refer to the Purchase Order number in all correspondence with Company concerning the Work and when invoicing.
- 3.5 Offers, quotations and similar documents shall have no force or effect, shall not result in any remuneration and shall not create any obligations on the part of Company unless and until a Purchase Order is issued.

4.0 PERFORMANCE OF THE WORK

4.1 General Obligations

- 4.1.1 Contractor shall perform the Work in a professional and careful manner and in accordance with the Contract and with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of work to be carried out under the Contract. As part of such performance, Contractor shall ensure safety in all aspects of the Work in order to protect life, health, wellbeing, property and environment.
- 4.1.2 Contractor shall comply with such laws and/or regulations relating to national content requirements applicable in Mexico and deliver to the Company and/or the competent governmental authority any information or report required in terms of the *Ley de Hidrocarburos* and the applicable provisions, including those established by *Secretaría de Economía* currently in effect or such other document that may replace it or is otherwise issued in such regard.

4.2 Authority Requirements

- 4.2.1 Contractor shall keep itself informed of and shall comply with all applicable laws and regulations of any governmental or regulatory body having jurisdiction over the Work, including without limitation those related to immigration, employment, import/export, local preference and national content provisions, taxes, HSE (including Company's HSE management system), protection of archaeological sites, permits, licences (including social licenses), registrations and authorizations, as well as applicable trade union and wage agreements, which are now or which may from time to time during the existence of this Contract become applicable to Contractor's business, the execution of the Work or otherwise in relation to the Contract.
- 4.2.2 Contractor shall, in due time and at its own cost, obtain and maintain such approvals and permits as are necessary for the performance of the Work, and which must or can be obtained in the name of Contractor Group, including as may be required on behalf of Company. This shall include but not be limited to all operating permits, licences (including social licenses) and all other governmental, local or third party authorizations applicable to Contractor and Contractor's Personnel.
- 4.2.3 Contractor shall deliver, produce or otherwise make available by whatever means possible to Company, all information, documents (whether such documents are contained in hard or soft copies) and work products related to this Contract, and/or deliver or submit any such information, documents or work products to any governmental or regulatory authority exercising jurisdiction over the oil and gas industry in Mexico or the

business activities of the Company, including but not limited to the *Comisión Nacional de Hidrocarburos, Secretaría de Energía, Secretaría de Hacienda y Crédito Público, Agencia de Seguridad, Energía y Ambiente*, and *Fondo Mexicano del Petróleo para la Estabilización y el Desarrollo*, as the case may be.

- 4.2.4 Notwithstanding the foregoing and/or anything else mentioned in this Contract, Contractor agrees to meet and/or comply with any and all legal requirements that may be applicable to it, in accordance with the all applicable laws, permits, authorizations or otherwise, as may be required by the *Comisión Nacional de Hidrocarburos, Secretaría de Energía, Secretaría de Hacienda y Crédito Público, Agencia de Seguridad, Energía y Ambiente*, and *Fondo Mexicano del Petróleo para la Estabilización y el Desarrollo*.

4.3 Company's Documents

- 4.3.1 Contractor shall search for defects, discrepancies, inconsistencies or conflicts with applicable law in the Contract documents and – immediately upon receipt thereof - in any subsequent specifications, drawings or other documents provided by Company.
- 4.3.2 Contractor shall immediately notify Company of any defects, discrepancies and inconsistencies or conflict with applicable law discovered.

4.4 Contractor's Work, Equipment and/or Contract Object

- 4.4.1 Contractor shall comply with all requirements and technical documentation set forth in the Contract.
- 4.4.2 Work, Equipment and any Contract Object or partes thereof provided by the Contractor for which there is no detailed specification included in the Contract shall be in premium condition, of good quality and workmanship, in accordance with applicable industry standards and fit for the intended purpose where a purpose is defined in the Contract or, where no such purpose is defined, fit for its ordinary purpose.

4.5 Contractor Personnel

- 4.5.1 Contractor is responsible for having sufficient personnel assigned to the Contract at all times to ensure performance and completion of the Work in accordance with the provisions of the Contract, and in order to meet current legislation concerning the work hours/shift work.
- 4.5.2 All personnel employed on the Work shall, for the work which they are required to perform, be competent, properly qualified and skilled. Contractor shall verify all relevant qualifications of such personnel.
- 4.5.3 If any of Contractor's personnel conduct themselves in an unsatisfactory manner or in the reasonable opinion of Company is unfit for the Work, Contractor shall upon Company's request, replace said personnel at Contractor's own cost within twenty-four (24) hours or such longer time as may be agreed with Company.
- 4.5.4 Contractor shall ensure that all employees of Contractor and sub-suppliers engaged in the performance of the Work, including their employment conditions, comply with applicable laws, including minimum wages and immigration regulations and, where required, that such employees are in possession of a valid work permit for the duration of the Contract. Details of such work permits shall, upon request, be submitted to Company prior to the employee being engaged in the Work.
- 4.5.5 Contractor shall pay all salaries and benefits relevant to or in relation to its personnel, including but not limited to employee profit sharing (*participación de los trabajadores en las utilidades*) pursuant to the terms set forth in their respective employment contracts and all applicable laws, which shall include but not be limited to laws in relation to tax, labour and social security laws.

4.5.6 Contractor shall register and maintain such registration of all its personnel with the corresponding labour and social security authorities, as well as with the relevant retirement fund managers, as applicable, and fully and timely pay all such fees and contributions relating to its personnel, as may be required by applicable laws.

4.6 Duration and Progress of the Work

4.6.1 Contractor shall perform the Work in accordance with the time of delivery or other time-limits or milestones specified in the Purchase Order, or, where no time of delivery or other relevant time-limits or milestones are specified, within a reasonable time based on the nature of the Work required.

4.6.2 If, in Contractor's opinion, the Work cannot be performed in accordance with the agreed times of delivery, Contractor shall without undue delay notify Company and state the reason for the delay; the expected impact on the Work; and the measures which Contractor considers appropriate to avoid, recover or limit the delay. Any acceptance by Company of a delayed or partial delivery of goods and/or provision of services shall not constitute a waiver of rights or claims which Company may have due to such later or partial performance of the Work.

4.7 Delivery of a Contract Object and Completion of the Work

4.7.1 Delivery of a Contract Object and the transfer of risk for loss or damage from Contractor to Company shall be in accordance with the latest version of Incoterms or similar as denoted in Purchase Order.

4.7.2 However, when the Contract Object is inclusive of installation or other services onshore or offshore (under the same or different Purchase Orders), the delivery shall be deemed to take place, and the risk for loss and damage shall transfer from Contractor to Company, when all Work associated with the Contract Object has been duly completed.

4.7.3 Delivery is in any event conditional upon acceptance by an authorized representative of Company and subject to compliance with any legally or contractually stipulated acceptance procedures or requirements.

4.7.4 Time and place for delivery is as set out in the Purchase Order.

4.7.5 When the Work does not involve delivery of a Contract Object, Contractor shall notify Company when, in his opinion, the Work or an agreed part thereof is complete as early as possible. After having been so notified, Company shall confirm in writing if the Work is accepted as complete and delivered and any outstanding items shall be stated.

4.7.6 Unless otherwise specified, the delivery shall be accompanied by two copies of the relevant delivery note, the packing list, cleaning and inspection certificates according to the specifications and all other necessary documents as required by the specific Work.

4.7.7 All shipping documents must contain the Purchase Order Number, the gross and net weight, the number of packages and type of packaging (disposable/reusable), the completion date as well as the delivery destination (unloading point) and consignee.

5.0 QUALITY ASSURANCE AND HEALTH, ENVIRONMENT AND SAFETY

5.1 Contractor shall comply with all applicable recognised safety regulations and relevant legal provision concerning accident prevention, environmental protection and health and safety at work (HSE), including when applicable the international standards of the oil and gas industry (hereunder Life Saving Rules), ISO standards for use in the oil and gas industry, or comparable standards. Contractor undertakes to perform the Work in a safety-oriented manner, taking account of Company's safety guidelines which can be viewed on Company's Vendor Relations Portal ([Vendor relations - Harbour Energy](#)) including but not limited to the HSE Regulations for Contractors and any other documents relevant to the Work or otherwise referenced in the Purchase Order.

5.2 Contractor shall have an implemented and documented system for health, safety and quality assurance in accordance with requirements stated at [Vendor relations - Harbour Energy](#). Contractor shall use a quality assurance system with elements as per ISO 9000 or a similar system of equivalent standard.

5.3 Company has the right to audit the HSE and quality assurance system of Contractor Group and to require corrective measures at Contractor's expense if Contractor's system deviated from the requirements in the Contract. The audit can include any part of the Work or the Worksite. Contractor shall give the necessary assistance during such audit.

6.0 VARIATIONS / CANCELLATION

6.1 Company has the right to order in writing variations to the Work within the scope of what the parties could reasonably have expected at the time the Contract was entered. Variations to the Work may include an increase or decrease in the quantity, or a change in character, quality, kind or execution of the Work or any part thereof, suspension of the Work, as well as changes to the agreed time limits/ milestones.

6.2 Contractor shall not implement a variation that may result in changes to the price or the time of delivery without Company's prior written agreement in respect of such changes. If Contractor implements the variation without Company's prior agreement, then he loses the right to claim adjustment in the price or time of delivery as a result of the variation.

6.3 Company shall have the right to cancel the Contract or any part thereof at its sole discretion by giving written notice to Contractor. As full consideration to Contractor as a result of such cancellations, Company shall compensate Contractor for the part of the Work performed in accordance with the Contract, and for all necessary additional work directly attributable to an orderly close-out.

7.0 INVOICING, PAYMENTS, AUDIT, TITLE AND TAXES

7.1 Compensation

7.1.1 As full consideration for proper and timely completion of the Work, Company shall compensate Contractor in accordance with the rates and prices set out in the Contract. The rates and prices shall be fixed and firm and exclusive of VAT.

7.2 Invoicing

7.2.1 Unless otherwise explicitly agreed in the Contract, Contractor shall submit to Company one invoice covering the Work under the Contract when all Work is complete. The invoice shall be submitted to the Company's invoicing address and shall specify the Work carried out and shall be accompanied by all relevant documentation. The invoice shall comply with the relevant statutory invoicing requirements according to the national tax legislations to which the Work being invoiced is subject.

7.2.2 All amounts due to Contractor for Work performed shall be invoiced at the latest within three (3) months after the Work has been completed. If Contractor fails to do so, Company will not be obliged to remunerate the invoice.

7.3 Payment

7.3.1 Company shall within thirty (30) days after receipt of a correct invoice, pay the amount due to Contractor. Company is entitled to deduct from the payment

- i. Such part of the invoiced amount which Company notifies Contractor as being insufficiently documented or otherwise disputed, specifying the reasons therefor; or
- ii. Such other amounts due to Company by Contractor, provided Company has the right to make such deductions according to applicable law.

For disputed invoices, if it is later established that Company had an obligation to pay the deducted amount, then Company shall pay late payment interest on that amount in accordance with the rate applied by the European Central Bank for its main refinancing operations in Euros plus one percent.

- 7.3.2 Company is entitled to return invoices that do not meet the requirements set out in the Contract. Company will give notice before returning invoices. Furthermore, Company is entitled to make deductions according to applicable law.
- 7.3.3 Company shall deduct from any payment due to Contractor under this Contract all amounts, if any, so required by any governmental authority.
- 7.3.4 Title to any Contract Object shall pass on to Company on delivery, or when paid for by Company, if payment has been made earlier. When title passes to Company the Contract Object shall be free of liens other than those for which Company is responsible.
- 7.3.5 Contractor shall be responsible for the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) for which Contractor is liable as imposed by any appropriate government authority and shall save, indemnify and hold Company harmless from and against all such taxes, duties and other costs for which Contractor is liable.
- 7.3.6 Contractor shall supply to Company all tax information and other information in connection with activities under the Contract as is necessary to enable Company to comply with the lawful demands for such information by any appropriate government authority.
- 7.3.7 Contractor warrants that it is familiar with and shall comply with all reporting requirements to the authorities under applicable law relating to the Work, including but not limited to tax administration authorities.
- 7.4 Audits
- 7.4.1 Company is entitled to audit at Contractor's and sub-supplier's premises within normal office hours, all books, records and documents of every kind relating to invoiced charges made by Contractor to Company.

8.0 BREACH OF CONTRACT AND TERMINATION

- 8.1 Contractor's Delay
 - 8.1.1 If Contractor does not complete the Work or any part thereof within the time limits/ milestones specified in the Contract, Company shall be entitled to claim damages and other compensation according to law from Contractor.
 - 8.1.2 Where explicitly agreed and recorded as such in the Purchase Order, Company shall instead be entitled to claim liquidated damages at a rate of 2% (two percent) of the total Contract value, per day of delay until the Work is completed, or such other amount as set out in the Purchase Order.
- 8.2 Contractor's Performance , Guarantee, Defects etc
 - 8.2.1 Contractor guarantees the performance of the Work, and that materials, Contract Objects, Equipment, or parts thereof, provided by Contractor, as well as any engineering performed by Contractor, will be free from defects, in conformance with any drawings and specifications (if applicable) and suitable for the purpose and use for which they are intended.
 - 8.2.2 Contractor's guarantee commences at the time of delivery/completion as set out in Article 4.7 and expires 24 months thereafter. Contractor's Work is defective if the Work or any part thereof, is not in accordance with the Contract. When Company notifies Contractor of a defect, Contractor shall as soon as possible and at its own cost remedy the defect or re-perform that part of the Work which has not been performed in accordance with the Contract. If Contractor fails to remedy the defects or re-perform within reasonable time,

Company is entitled to proportionally reduce Contractor's compensation and/or claim damages for defects according to law.

8.3 TERMINATION

- 8.3.1 Company is entitled to terminate the Contract or any part thereof with immediate effect, if Contractor is in substantial breach of its obligations according to the Contract, or if Contractor becomes insolvent, files for bankruptcy, makes an arrangement with its creditors, commences proceedings for winding up, or stops payment of its debts generally as they become due.
- 8.3.2 When the Contract or a part thereof is terminated Company shall also be entitled to present claims with respect to damages for delay, defects or other breaches of Contract in accordance with the provisions of the Contract and/or applicable law.

9.0 FORCE MAJEURE

- 9.1 Neither of the parties shall be considered in breach of an obligation under the Contract to the extent the party can establish that fulfilment of the obligation has been prevented by force majeure. Force majeure shall mean an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering the Contract and could not reasonably have avoided or overcome it or its consequences. Each party shall cover its own costs resulting from force majeure. Payment for the Work, including payment for Equipment and irrespective of whether such Equipment is in Company's custody or control, will be suspended if the performance of the Work or the use of the Equipment is hindered due to force majeure.

10.0 LIABILITY AND INSURANCE

- 10.1 Contractor and Company shall indemnify each other and their Affiliated Companies from and against any claims, losses, damages, costs (including legal costs), and liabilities concerning loss of or damage to any property of or personal injury to or loss of life of any personnel, employees, consultants or agents of Contractor or Company or any of their suppliers, subcontractors or Affiliated Companies arising out of or in connection with the Work. This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of the other party.
- 10.2 Contractor and Company shall indemnify each other from and against any claim arising out of loss or damage suffered by a Third Party in connection with the Work, to the extent that any such loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the other party.
- 10.3 Notwithstanding any provisions to the contrary elsewhere in the Contract and except to the extent of any liquidated damages provided for in the Contract, Company shall indemnify Contractor from Company's own indirect losses and Contractor shall indemnify Company from Contractor's own indirect losses.
- 10.4 Indirect losses according to this provision include but are not limited to consequential losses, loss of production, loss of earnings, loss of revenue, loss of profit or anticipated profit.
- 10.5 Contractor shall at its own expense procure and maintain insurance to cover its risk exposure under this Contract, including but not limited to general liability insurance, personnel insurance which shall cover losses connected with illness, personal injury or accidental death, and all other insurances required by applicable law.

11.0 OTHER PROVISIONS

- 11.1 Rights to Information, Technology and Inventions

- 11.1.1 Commercial and technical information, including drawings, documents and computer programs regardless of method of storage, and copies thereof, provided by Company to Contractor shall be the property of Company. The same applies to information developed by and inventions made by Contractor mainly on the basis of information provided by Company. Such information and inventions shall not be used by Contractor other than for the purpose of the Work.
- 11.1.2 Contractor shall indemnify Company from claims resulting from infringement of patents or other industrial property rights arising out of or in connection with the Work or Company's use of the result of the Work and/or the Contract Object, except where such infringement necessarily arises directly from Company's instructions.
- 11.1.3 Without any restrictions as to location, content or time, Contractor grants Company a royalty-free, perpetual, irremovable, freely transferable and sub-licensable right to use and exploit, for any purposes whatsoever, all documents, outcomes or results in any form or media, created or prepared by the Contractor itself or third parties on behalf of the Contractor for the purposes of the Work ("Work Results"). Subject to Article 11.1.4, Company is granted the right to grant third parties the same complete rights to use such Work Results in whole or in part.
- 11.1.4 In the event that Work Results are explicitly agreed to be prepared by the Contractor or by third parties on Contractor's behalf for the exclusive use of Company ("Exclusive Work Results"), which is required to be stated as such in the Purchase Order or elsewhere in writing in the Contract, Contractor grants to Company all the rights as described in Article 11.1.3 on an exclusive basis.

11.2 Confidentiality

- 11.2.1 All information exchanged between the parties shall be treated as confidential and shall not be disclosed to anyone other than Contractor or Company without the other party's written permission, unless such information is already known to the party in question at the time the information was received, or is or becomes part of the public domain.
- 11.2.2 Each of the parties may, however, use or disclose confidential information to its Affiliated Companies, or to anyone other than Contractor or Company to the extent necessary for the performance of and control of the Work or for the use of the Contract Object or to the extent necessary according to applicable law and for the purpose of any regulatory audit to which the Company may be subject, including without limitation the national oil and gas companies with which the Company has valid and/or surviving contractual arrangements.

11.3 Data Protection

- 11.3.1 The parties may provide each other with information related to an identified or identifiable individual (in this clause "Personal Data") as part of the performance hereunder. Both parties undertake that such processing and transfer will be done in accordance with all applicable data protection laws. The parties shall take such technical and organizational measures as required to ensure a level of security appropriate to avoid the risk of misuse and loss of Personal Data. Further no Personal Data as defined in any applicable data protection laws shall be processed by the parties or disclosed to any third party for any other purpose than performance of this Contract, nor analysed for its own purposes and/or form a profile. The parties are obliged, according to such applicable laws, to rectify, erase and/or restrict the processing of the Personal Data once the purpose for which the Personal Data was required has been fulfilled.

11.4 Business Ethics

- 11.4.1 Company conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labour and human rights as well as responsible corporate governance. Company has described its understanding of these standards ("Sustainability Standards") and its expectations to suppliers in the Supplier Code of Conduct, which can be viewed on the Harbour Energy website at [Vendor relations - Harbour Energy](#).
- 11.4.2 Contractor shall comply with the Sustainability Standards and shall conduct an appropriate due diligence in accordance with the Sustainability Standards.
- 11.4.3 Contractor shall oblige its subcontractors and other business partners to comply with the Sustainability Standards when performing its obligations under the Contract.
- 11.4.4 Company shall have the right to check, verify and audit Contractor's compliance with its obligations in Article 11.4.2 and 11.4.3 either itself or through third parties, with prior notice. Contractor shall at its own cost give the necessary assistance during such audit including without limitations provision of information to verify such compliance.
- 11.4.5 If Contractor is in breach of any obligations in this Article 11.4, or any breach of the Sustainability Standards has occurred, or it is likely that such breach will occur, Company is entitled to require corrective measures at Contractor's expense, or suspend the Contract. If such breach has not been remedied without undue delay, or if repeated breaches have occurred, this shall be deemed to constitute a substantial breach of Contract and Company is entitled to terminate Contract in accordance with Article 8.3.

11.5 Notices and Claims

- 11.5.1 All notices and claims to be given in accordance with the provisions of the Contract shall be submitted in the English language in writing to the relevant address as given in the Purchase Order or as otherwise notified in writing from time to time. Notices can be communicated by direct delivery, by pre- paid first-class post or by electronic communication and shall be deemed received at time of delivery if received by hand, at the time at which confirmation of successful delivery is received if sent by electronic communication and on the fifth working day following the day of sending if sent by pre-paid first-class post.

The use of electronic communication for the transfer of documents shall at all times be in accordance with internationally recognised standards. The chosen standard shall enable the use of digital signatures or similar electronic safety device, encryption as well as filing and retrieving.

12.0 GOVERNING LAW AND DISPUTES

- 12.1.1 This Contract shall be governed by and interpreted in accordance with the Mexican law.
- 12.1.2 All disputes arising out of or in connection with this Agreement or its validity shall be finally settled by Arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, without recourse to the ordinary courts of law. The decision of the arbitrator shall be final, binding and not capable of appeal.
- 12.1.3 Neither the Emergency Arbitrator Provisions nor the Expedited Procedure Provisions of the ICC shall apply.
- 12.1.4 The place of Arbitration shall be Mexico City, Mexico, and the language of the proceedings shall be English.
- 12.1.5 Pending the resolution of a dispute, Contractor shall continue the Work in accordance with the provisions of the Contract.