

ANNEXE A

TRANSACTION DOCUMENT

Purchase Order

1. SCOPE OF WORK

1.1 SUPPLY OF MATERIALS

- 1.1.1 The Supplier shall supply the listed diving gases and chemicals in the correct cleanliness and unexpired status, including: Keeping in-date statutory certification of the gas quad and associated riggings fit for purpose for the duration of this contract.
- 1.1.2 On receipt of a call off purchase order, the Supplier shall ensure supply according to the stated requirements and specifications.
- 1.1.3 The Supplier shall ensure that the materials are delivered without negatively impacting on activities of PetroSA.
- Where there are changes to the delivery lead-times, quantities and specifications, the Supplier shall notify PetroSA within 24 hours from receipt of a call-off order.
- The Supplier shall ensure that Materials are delivered in appropriate packaging, with proper documentation (certificates and identification) in terms of the specifications.
- Delivery personnel shall wear approved safety apparel and adhere to PetroSA's security and safety requirements upon entering its premises.
- Listed diving gases and chemicals percentage mixes as indicated in the pricing schedule.
- Maintain the gas quads and associated rigging with in-date certification
- Keep at all time a buffer of diving gases and chemicals for a full month diving campaign, the volume of the gases and chemicals for a full month campaign to be mutually agreed.
- Transportation of gas and chemicals from the Supplier's warehouse to PetroSA departure point- Mossel Bay Harbour.
- Rental of gas transfer pump from some gas quads into Kellys.

1.2 MATERIALS

The Supplier shall supply diving gases and chemicals to PetroSA as listed in the pricing schedule in 2.2, in accordance with the PetroSA specifications as per Annexe D.

The Supplier shall carry sufficient stock so as not to delay the delivery of the material within the agreed lead times.

The quantities set out in the pricing schedule are indicative of consumption over the past three years per material which will serve as a guide only in order to assist the Supplier to plan its requirements.

PetroSA accepts no liability for the accuracy of the quantities and will not entertain any claims in this regard.

1.3 DELIVERY ADDRESS

PetroSA
ONSHORE OPERATIONS
DUINZICHT AVENUE
N2 HIGHWAY
MOSSEL BAY
6500

1.4 DELIVERY TIMES

Normal delivery hours are as follows:

- Monday to Friday: 08:00 to 15:30

After Hours, Saturdays & Sundays : Emergency deliveries only by special arrangement with authorised PetroSA personnel.

1.5 TIME SCHEDULE

The Supplier shall carry out the services set out in clauses 1.1 above during the stipulated contract period as and when PetroSA instructs the Supplier to do so on a call off basis.

1.6 GENERAL CONDITIONS

The Supplier shall ensure that:

- 1.6.1 Cranes and offloading machineries are available at the vessel. departure point to offload and load quads onboard the diving vessel.
- 1.6.2 There exists undercover and secured storage place for the storage of buffer gas and chemicals in Mossel Bay for quick turnaround purposes.

1.7 EQUIPMENT TO BE PROVIDED BY THE SUPPLIER

1.7.1 OFFSHORE & ONSHORE

The Supplier shall supply the necessary gases and chemicals to ensure that the required quantities on-board the vessel and onshore is adhered to for buffer purposes.

1.7.2 SUPPLIER'S EQUIPMENT OBLIGATIONS

1.7.2.1 The Supplier warrants that all the gases and chemicals provided together with associated containment equipment in connection with, the Agreement shall be of the highest cleanliness and quality and shall comply with all relevant standards or specifications stipulated by Supplier or by law and shall be fit for the purpose for which they are intended.

1.7.2.2 The Supplier warrants that the gas quads shall be free from all liens, charges, claims and other encumbrances.

1.7.2.3 The Supplier shall ensure that gas quads are properly maintained in good working order and in-certification throughout the term of the Agreement. The Supplier shall bear all costs and expenses in connection with the repair and maintenance of the equipment and such costs shall be deemed to be included in the rates specified for gas quad rentals.

1.7.2.4 The Supplier to ensure that all deliveries of gas quads (and gases), including chemicals to the PetroSA departure point are accompanied by their valid rigging certificates, gas quads certificate, chemical certificates, gas cleanliness certificate and percentage mix certificate of conformity.

2. QUALITY ASSURANCE

2.1 QUALITY ASSURANCE

The Supplier shall ensure that the gas and chemicals, gas quads, riggings, documentation etc. required for rendering of the gas & chemical supply services, complies with PetroSA's Supplier's Quality Assurance and Certification Requirements Standard Document Ref. **EP/SHE/SD001**, a copy of which shall be provided to the Supplier on request.

2.2 REGULATIONS

2.2.1 All services or products provided must be in accordance with the latest edition of all relevant legislation, regulations and their current amendments.

2.2.2 The Supplier must be familiar with the relevant and latest legislation and regulations, and shall comply with its obligations thereunder.

2.3 QUALITY PROCEDURES AND WORK INSTRUCTIONS

The Supplier's Quality Plan shall control the work process.

2.4 VERIFICATION

2.4.1 All Supplier systems shall be subject to evaluation and surveillance by the PetroSA representative/s or PetroSA hired third party Supplier, to ensure that the system/s meet/s the requirement as per the provisions of this Agreement.

2.4.2 All Supplier operations required in terms of this Agreement are subject to:

2.4.2.1 Procedures compliance checking at unscheduled intervals, to determine that the Supplier's system is effectively applied, and

2.4.2.2 Product verification to determine compliance with control requirements. The method of verification is at the discretion of the PetroSA representative.

2.5 DOCUMENTATION (SPECIFIC)

2.5.1 Certification documentation supplied shall be legible, to a scanable standard and free from erasures and alterations.

2.5.2 Documentation required at delivery of the gas and chemicals :

- Rigging certificates
- Pressurized vessel certificate for the gas quads
- Gas composition certificate of conformity
- Gas quad numbers complete with gas volumes and pressure as well as gas composition.

2.6 SAFETY

SUPPLIER shall provide its own Safety Statement and Safety Procedures, which encompass the Supplier's Safety Policy

2.7 CONFIDENTIALITY

Confidentiality agreements shall be signed by the Supplier prior to the commencement of the contract.

2.8 CHANGES TO THE SCOPE OF SERVICES

The scope of the Services shall be subject to changes by additions, deletions or revisions thereto by PetroSA. The Supplier shall be advised of any such changes by written notification from PetroSA describing the change. The Supplier shall promptly perform and strictly comply with each such change when so instructed by PetroSA. Any extra services resulting from such changes will be charged at the Supplier's normal or agreed rates.

The Supplier must inform PetroSA in advance (2 weeks), if it so happens, of any shortage or zero stock level (on their part) of any of the required gases and chemicals.

3. GAS AND CHEMICAL DISPATCH

3.1 Dispatch Instruction

The Supplier shall not dispatch gas and chemicals to the vessel without prior written approval by PetroSA. No dispatch instruction shall be issued by anyone other than PetroSA.

PetroSA and the Supplier shall agree and put as part of the contract condition, the minimum notice period required for ordering of gas and chemicals.

3.2 Gas Quads Recertification

All empty quads will be offloaded from the vessel and to be collected by the Supplier at PetroSA departure point for recertification

In the event that the quads certification is due but the quads still contain unused gas, the gas shall be decanted into in-certificate quad to allow recertification process to be undertaken on the quad whose certificate is near expiry. This activity must be done in the presence of a PetroSA representative.

The Supplier needs to supply all the required tools and equipment to perform the above activity, including all the necessary and applicable consumables.

The Supplier must take note of PetroSA working hours – from 8H00 till 16H30 – approval for all after hour work needs to be arranged via the Subsea Manager, this include deliveries.

All Supplier personnel shall undergo various Safety Induction courses as required and / or as prescribed by the PetroSA Safety Department.

The Supplier shall provide its personnel, as a minimum, safety equipment / apparel. Safety equipment or personal protective equipment must

conform to applicable legislative standards and / or industry requirements or guidelines.