

GENERAL TERMS AND CONDITIONS FOR TRAINING

Rev. 1, February 2013

NOTICE: Delivery by Training Provider of any Course or training program is expressly conditioned on Customer's consent to these Terms and Conditions. Any additional or different terms proposed by Customer are expressly objected to and will not be binding upon Training Provider unless specifically accepted to in writing by Training Provider's authorized representative.

1. Definitions

Unless otherwise defined in the Contract, the following terms shall have the following meanings throughout the Contract:

- (h) "Affiliate" with respect to a party means an entity (including without limitation any individual, corporation, partnership, limited liability company, association or trust) controlling, controlled by or under common control with that party.
- (i) "Attendees" means the persons nominated by Customer who will attend the Course.
- (j) "Contract" means the agreement between Training Provider and Customer for the supply of training as formed by Customer accepting the Training Proposal. The Training Proposal, together with these Terms and Conditions and all other attached documents or documents incorporated by reference constitute the entire terms of the Contract.
- (k) "Course" means any of the training course(s) to be supplied by Training Provider, its Affiliates or subcontractors to Customer under the Contract.
- (l) "Course Date" means the date scheduled by Training Provider and accepted by Customer on which the course shall begin; such date may be part of the Training Proposal or may be proposed separately by Customer.
- (m) "Course Price" means the charges set out in the Training Proposal payable by Customer to Training Provider for the Course(s).
- (n) "Customer" means the entity to which Training Provider is providing the training under the Contract. It may also be the "Buyer" under a contract for sale of products, parts and services (also referred as to "Party" and together with Training Provider as the "Parties").
- (o) "BHGE" means the business formed by all Affiliates of the General Electric Company operating in the oil and gas industry, grouped under the trade name BHGE.
- (p) "Terms and Conditions" means these terms and conditions, that form an integral part of the Contract.
- (q) "Training Proposal" means the formal offer issued by Training Provider together with its attachments and any mutually agreed amendments or modifications thereto which may be offered by Training Provider to Customer, to which these Terms and Conditions are attached.
- (r) "Training Provider" means the entity which is part of BHGE issuing the Training Proposal and providing the training

under the Contract, and its successors and permitted assigns. It may also be the "Seller" under a contract for sale of products, parts and services (also referred as to "Party" and together with Customer as the "Parties").

2. Obligations of Training Provider

2.1 Training Provider agrees to supply the Courses to Customer in accordance with all material respects of the Contract. Unless otherwise provided for in the Contract, the obligations of Training Provider shall be limited to the delivery of the Course at the agreed training premises and the delivery of the relevant training materials. Training Provider shall be entitled to subcontract the whole or any part of its obligations under the Contract to any third party which it may in its absolute discretion determine but any subcontract shall not relieve the Training Provider of its obligations.

2.2 The Contract shall be formed upon acceptance in writing by Customer of the relevant Training Proposal.

2.3 Unless otherwise agreed in writing, no Course or attendance thereto shall constitute the granting by the Training Provider, or by any of its Affiliates, of any certification, authorization, or qualification to operate, modify, manage, install, commission or maintain any equipment, systems or processes, or to deliver any course or training in such respect.

3. Confirmation of Course attendance

3.1 Customer shall confirm in writing its participation in any Course. The confirmation shall refer to, or include as an attachment, the Contract, and the Customer's confirmation shall be received by Training Provider at least one (1) month prior to the relevant Course Date. Upon receipt of the above confirmation, Training Provider will proceed with the organization of the Course and, if not yet agreed by the Parties, notify Customer of the Course Date with reasonable advance.

3.2 In its confirmation, Customer shall indicate the number of Attendees (subject to any limits thereto in the Contract) and notify of any reasonable special requirements relating to any of the Attendees. Training Provider will endeavor to accommodate such special requirements if it is considered reasonable and practical to do so. Customer may request, in writing, to substitute an Attendee or increase the number of Attendees in an ordered Course, provided that the relevant request is received at least thirty (30) days prior to the Course Date. Provided that classes should not exceed twelve

(12) Attendees, in case of Customer's request to increase the number of Attendees, Training Provider reserves the right to (i) refuse all or part of the increase for reasonable practical reasons; and /or (ii) increase the Course Price.

4. Course Attendance

4.1 Courses are intended for, and participation is restricted exclusively to, employees of Customer. Customer may request that attendance to a Course be allowed also to contractors or suppliers of Customer, but Training Provider reserves the right to accept or reject such request in its sole discretion. Any request for the inclusion of such type of Attendees must be in writing providing sufficient details, and received by Training Provider at least twenty-one (21) days prior to the Course Date. Customer represents and warrants that none of the Attendees is or will be as at the Course Date, currently or (to the best of Customer's knowledge) prospectively, a director, officer, employee, agent or adviser of a competitor of BHGE.

4.2 Attendees are required to:

- Use the materials and equipment made available for the Course with the utmost care and diligence;
- Comply with the rules of conduct on the training premises, in particular with health, safety and accident prevention regulations, and follow any reasonable instructions of the instructor;
- Refrain from making video and/or audio recordings and from taking pictures on training premises.

4.3 Training Provider reserves the right to refuse to provide training to any Attendee and to request that the Attendee be removed from the training facilities at any time if in the opinion of Training Provider, the Attendee is (i) unfit or unsuitable for any reason to attend or complete the Course, or (ii) the behavior of the Attendee is in any way dangerous, offensive or would otherwise impede the proper course of the Course.

4.4 Customer shall be solely responsible for ensuring, through selection or otherwise, that each Attendee has the technical and language level necessary to follow the relevant Course in the language in which it is dispensed.

4.5 Failure by an Attendee to attend a Course as per the relevant confirmation, for any reason whatsoever, shall not entitle Customer to any Course Price Reduction or any right to demand that the Course be dispensed anew for the benefit of the absent Attendee(s).

5. Postponement or cancellation of a Course

5.1 Customer may request, by giving Training Provider notice in writing in adequate advance, the postponement of a confirmed or agreed Course, provided that, if the postponement request is received by Training Provider less than fifteen (15) days prior to the Course Date, Customer shall pay a rescheduling charge equal to fifteen percent (15%) of the Course Price.

5.2 Customer may cancel a confirmed or agreed Course at any time, provided that, in such event, Customer shall pay a

cancellation charge equal to forty percent (40%) of the Course Price.

5.3 Rights to further claims are reserved by Training Provider. This especially concerns cancellation costs for travel already booked to the Customer's premises or to other any agreed-upon location.

5.4 If the Customer fails to request the setting of the Course Date for one or more Courses included in the Contract within three (3) years of the acceptance of the Training Proposal, such Course(s) shall be deemed cancelled and Clause 5.2 above will apply.

5.5 Training Provider reserves the right to cancel a Course or re-schedule a Course Date at any time and for any reasons. Training Provider shall endeavor to inform Customer as soon as possible of the cancellation or rescheduling, and in case of rescheduling, to offer a new Course Date reasonably convenient for Customer. In case of cancellation, Training Provider shall refund the Course Price to Customer without undue delay. Such refund will be the only remedy available to Customer in case of cancellation by Training Provider.

6. Changes to the Courses

6.1 Training Provider reserves the right to make a change in the contents, relocate the site of the Courses and change the instructor(s). Training Provider may further develop or update the content of the Courses without prior announcement.

6.2 Training Provider will endeavor to accommodate reasonable requests of changes relating to a Course made by Customer after confirmation, if it is considered reasonable and practical to do so. In such case, Training Provider will be entitled to increase the Course Price by fifteen percent (15%). The Parties will discuss and agree in good faith the date, time and contents of the modified Course.

7. Training materials

7.1 Training Provider shall provide each Attendee with a set of training materials in the language specified in the Training Proposal or, if unavailable, in the English language.

7.2 Customer acknowledges that the training materials provided by Training Provider are protected under copyright law and may not be disclosed to individuals other than the Attendees or used for any purposes other than for the training purposes agreed to under the terms of Contract. Under no circumstances may the whole or any part of the training materials be produced or copied in any form or translated into another language without the prior written consent of Training Provider.

7.3 Customer acknowledges that the training materials provided by Training Provider do not constitute any user's, operating or maintenance manual for any equipment, system or process, and that Training Provider has no obligation to provide to Customers and/or to Attendees any update to the training materials after the related Course has been given.

8. Logistics

This proposal and the related materials are confidential. They are submitted to you for your evaluation of BHGE training commercial offer. By receiving this document, the Customer agrees not to reveal its contents except to those in its organization who must evaluate it. Copies of this document may not be made without the prior written consent of BHGE. If the preceding is not acceptable, this proposal shall be returned to Nuovo Pignone International Srl. This proposal is to be returned upon written request by Nuovo Pignone International Srl.



- 8.1** The following terms shall apply, if the Courses are held on Training Provider's premises:
- No logistic services will be provided to the Attendees other than those expressly set forth in the Contract, if any;
 - Customer shall be responsible for making all travel arrangements and for bearing the full costs of all travel, accommodation, meal and other expenses incurred by the Attendees in relation to the Course. Training Provider shall not be responsible for any of such non-refundable expenses in case of cancellation or rescheduling of the Course.
- 8.2** The following terms shall apply, if the Courses are held on Customer's premises:
- Customer shall provide adequate training room(s), facilities and other necessary resources, including, but not limited to, whiteboard, overhead projector with markers of various colors, video-projector, flip charts, etc.;
 - Customer shall provide Training Provider, its subcontractors, consultants and employees, in a timely manner, with access to the training facilities;
 - Customer shall provide local co-ordination through a representative who shall be the official interface between the instructor and the Attendees;
 - Training Provider will make all travel arrangements for its subcontractors, consultants and employees and Customer shall reimburse Training Provider for all reasonable travel expenses.
- 9. Prices, Payments and Taxes**
- 9.1** Except as otherwise provided in the Contract, Customer shall pay Training Provider all invoiced amounts in Euro and without any set-off whatsoever (including, without limitation, setoff under other contracts with Training Provider or its Affiliates). Training Provider may invoice Customer for the Course and travel costs at any time after completion of the Course. Customer shall pay Training Provider all invoiced amounts within thirty (30) days of the date of the invoice.
- 9.2** Training Provider shall be responsible for, and shall pay directly, any and all corporate income taxes and individual taxes imposed on Training Provider and its employees by the legislation of the country of incorporation of Training Provider and/or performance of the Course and related to the execution of the agreement (the "Training Provider Taxes"). Training Provider Taxes do not include any tax imposed by the country where the Course is performed that are levied on the scope of work performed outside such country.
- 9.3** If Customer deducts or withholds Training Provider Taxes from the Course Price, for each deducted or withheld amount of Training Provider Taxes, Customer shall provide Training Provider, within one (1) month from payment, with the official receipt issued by the appropriate governmental authority to which the Training Provider Taxes have been paid. If Customer does not return the official receipts timely as prescribed in this Article Customer will indemnify Training Provider for an amount equal to that withheld.
- 9.4** Customer shall be responsible for, and shall pay directly when due and payable, any and all Customer Taxes, as defined below, and all payments due and payable by Customer to Training Provider under this Agreement shall be made in the full amount of the Course Price
- 9.5** If either contractual Party does not comply with the tax legislation of the country where the Courses are provided, the faulty party ("Faulty Party") will indemnify the other ("Affected Party") for any cost, risk and responsibility including, but not limited to, fees, taxes, duties, charges, penalties, legal expenses, and interest which the Affected Party might suffer as a result of Faulty Party's breach in compliance.
- 9.6** "Customer Taxes" means all taxes, duties, fees, or other charges of any nature (including, but not limited to, ad valorem consumption, excise, franchise, gross receipts, license, property, sales, stamp, storage, transfer, turnover, use, or value-added taxes, and any and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed by any governmental authority of any country due to the execution of this Agreement other than Training Provider Taxes.
- 9.7** If the law of the country of execution of the contract, or the law of the country of incorporation of Customer, requires the Contract to be subject to stamp duty, fee, or registration with any local authority, Customer will be responsible of the required formalities and bear the related costs. Customer shall return to Training Provider a copy of the registration certificate or a registered copy of the Agreement within 10 days from the due date provided by the above-mentioned Laws to apply for the fee, duty or registration.
- 9.8** If Customer benefits from any tax, fee or duty exemption applicable to the Training Provider and its Sub-Contractors, Customer agrees to provide Training Provider, without charge, before the execution of the contract with documentation acceptable to the taxing authorities supporting the tax or fee exemption and with instructions for Training Provider and its Sub-Contractors about the procedure to apply for the exemption.
- 9.9** Customer shall provide documentation acceptable to the taxing authorities supporting the tax, fee or duty exemption before the execution of the contract and before any billing event. Should the Training Provider be refused to have the right to apply for the tax or fee exemption, or should the Customer not send the Training Provider such documentation, the Training Provider shall invoice and the Customer shall pay unconditionally the applicable tax, fee or duty.
- 9.10** Customer will promptly inform Training Provider about the revocation, expiry or any other change to the mentioned exemption by means of written communication sent to Training Provider. If such communication is late or does not occur, the Customer will compensate the Training Provider of any tax, duty, fee and fine, penalties, interest and Court costs arisen for the Training Provider.
- 9.11** The Course Price does not include any tax, duty, fee, or charge, including but not limited to VAT, GST and other

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sales, turnover, consumption or service taxes, or corporate income tax levied by any governmental authority other than the Training Provider's country of incorporation. Should any of such taxes be applied, they will be entirely borne by Customer and they will be added to the Course Price.

9.12 In addition to other remedies under the Contract, Customer shall pay interest to Training Provider at the rate of five percent (5%) *per annum* (or any fraction thereof) or the maximum amount permitted by applicable law, on all amounts not timely paid in accordance with the Contract.

9.13 Should the Course Price exceed Euro one million (EUR 1,000,000), upon request from Training Provider, Customer shall establish acceptable payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee in the amount of the Course Price and issued or confirmed by a bank that is acceptable to Training Provider.

10. Confidentiality

10.1 Customer shall keep confidential and shall not disclose without the prior consent in writing of Training Provider, any technical or commercial information which it has acquired during the Course or as a result of discussions, negotiations or other communications with Training Provider relating to the Contract.

10.2 Customer shall not hold itself out or permit any person to hold it out as being authorized by Training Provider or any of its Affiliates to provide any kind of services, including services related to the subject matter of the Course, and shall not do any act which might reasonably create the impression that it is so authorized.

11. Warranties and liability

11.1 Training Provider will conduct the Course in accordance with the description made in the Training Proposal and will use reasonable endeavors to ensure that any Course provided is dispensed with reasonable skill and care and will follow practices consistent with the professional standards in the industry.

11.2 The total liability of Training Provider, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of or related to the Contract, or its performance or breach, shall not exceed the Course Price paid for the Course in respect of which the claim is made.

11.3 In no event shall Training Provider or its subcontractors be liable for any loss of profits, or goodwill or for any special or indirect or consequential damages arising under the Contract in delivering the Course(s). This article shall prevail over any conflicting or inconsistent terms in the Contract, unless those terms further restrict Training Provider's liability.

11.4 All conditions and warranties not expressly set forth in the Contract and whether expressed or implied are excluded to the fullest extent permissible by law. In particular but without limiting the generality of the foregoing, Training Provider shall not be liable for any practical use made by the Attendees, Customer or any agent or employee of

Customer, of the information contained in the Courses or any related training material.

11.5 Customer shall indemnify Training Provider against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Training Provider arising out of or in connection with:

- Any breach of Customer, its employees, agents or subcontractors or any of the Attendees of any provisions of the Contract;
- any negligence or other tortious conduct of Customer, its employees, agents or subcontractors or any of the Attendees; and
- any claim made against Training Provider by a third party for death, personal injury or damage to property which is attributable to the acts or omissions of Customer, its employees, agents or subcontractors or any of the Attendees.

11.6 Neither Party excludes or seeks to limit its liability in respect of death or personal injury, fraud, willful misconduct or gross negligence.

12. Force Majeure

Training Provider shall not be liable or be considered to be in breach or default of its obligations under the Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, (i) acts of God, acts (or omissions) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, epidemics, civil unrest, riot, delays in transportation, or car shortages; or (ii) acts (or omissions) of Customer or Customer's suppliers or agents. Training Provider shall notify Customer in the event of any such delay. The Course Date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. Training Provider shall notify Customer, as soon as practicable, of the revised Course Date.

13. Governing Law and Dispute Resolution

Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the Contract shall be the substantive law of England and Wales.

14. General clauses

14.1 Training Provider may assign or novate its rights and obligations regarding the Courses, in part or in whole, either to one of its Affiliates or subcontractors without Customer's



consent and upon written notice to Customer setting forth the effective date of such assignment or novation. Customer agrees to execute such documents as may be necessary to effect the assignment or novation. Training Provider guarantees the performance of its subsidiaries and third parties after the assignment or novation takes effect. The delegation or assignment by Customer of any or all of its duties or rights under this order without Training Provider's prior written consent shall be void. Training Provider shall have the right at all times to assign to third parties any and all credits under the Contract subject to prior notification in writing to Customer.

- 14.2** The Contract represents the entire agreement between the Parties and no modification, amendment, rescission, waiver or other change shall be binding on either Party unless assented to in writing by the Parties' authorized representatives. Any oral or written representation, warranty, course of dealing or trade usage not contained or reference herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in the Contract.
- 14.3** The invalidity in whole or in part of any part of the Contract shall not affect the validity of the remainder of the Contract.
- 14.4** The Contract is for the benefit of the Parties and not for any third and nothing confers any benefit or enforcement right under the Contracts (Rights of Third Parties) Act of 1999.
- 14.5** The following Clauses shall survive termination of the Contract: Article 7.3 (Training materials), Article 9 (Prices, Payments and Taxes); Article 10 (Confidentiality); Article 11 (Warranties and liability); Article 13 (Governing Law and Dispute Resolution); Article 14 (General clauses).

For acknowledge and acceptance:

Customer Representative

Name:

Title:

Company:

Date:
