

“Awilco Purchase Order Terms”

Awilco Technical Services AS and Awilco LNG Technical Management AS is acting as manager for the Vessel (as specified in the purchase order) and is carrying out the purchasing as agent for and on behalf of the Owner (as specified in the purchase order). All references to Buyer in these terms and conditions comprises the Owner and apply correspondingly to the Owner as purchaser.

If not otherwise is agreed in writing between the parties, following standard terms and conditions will be applicable to all goods and services ordered by a purchase order issued by or on behalf of the Buyer:

I. Acceptance

- a) This purchase order is Buyer offer to Seller and does not constitute an acceptance by Buyer of any offer to sell contained in quotation catalog or proposal. Any reference to such offer to sell contained in a quotation, catalog or proposal is solely for the purpose of incorporating the description and specifications of the goods and services contained therein, to the extent that such description and specifications do not conflict with the description and specifications on the face of this purchase order. This purchase order consists only of the terms contained herein and on the face of this purchase order, and any supplements, specifications or other documents expressly incorporated herein by reference.

- b) By acknowledgement of this purchase order or by shipping the goods or by performing the services called for by this purchase order, Seller agrees to the terms and conditions of sale contained in this purchase order. Any additional or different terms or conditions contained in any acknowledgement of this purchase order by Seller, shall be deemed objected to by Buyer, without need of further notice or objection, and shall be of no effect nor in any circumstance binding upon, Buyer, unless otherwise specific referenced to on the face of the purchase order. Acceptance or rejection by Buyer of any such additional terms or conditions shall not constitute an acceptance of any other additional term or condition.

II. General Terms and Conditions

The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence. All applicable transportation charges must be prepaid unless instructions to the contrary appear on the face of the purchase order. A separate invoice must be

rendered for each purchase order and for each shipment or delivery. A packing list must be included with each shipment applied against this purchase order. No charge will be accepted for packing, handling or cartage, unless expressly agreed. Advise immediately of any shortage or delay in shipment. Where applicable, serial numbers are to be shown on the invoice, including serial numbers of trade-in equipment. Suppliers to provide appropriate labels and material safety data sheets for regulated products. No product containing asbestos shall be supplied at any time without written authorization.

III. Delivery

Time is of the essence to any purchase order, and if delivery of merchandise ordered is not completed by the specified date in the purchase order, Buyer reserves the right to terminate this order and to purchase substitute merchandise elsewhere and charge the Seller with any incidental or consequential damages that might be incurred. Buyer shall not be liable for failure to take delivery of the goods and/or services ordered herein, due to labour difficulties, acts of God, fortuitous events or other causes of a like or unlike nature reasonably beyond our control. Deliveries not taken during such period may be eliminated from this purchase order at Buyer option, without liability on our part. All deliveries (transport obligations, cost and risk) will be in accordance with Incoterms 2000.

IV. Changes/Modifications/Termination

Buyer reserves the right at any time, to cancel or terminate this purchase order in whole or in part by written or verbal notice con-firmed in writing; or to make changes in any one or more of the follows: (1) Quantity of merchandise ordered; (2) Specifications of merchandise; (3) Methods of shipment or packing; (4) Place of delivery, and (5) Time of Delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, an equitable adjustment shall be made in the purchase order price or delivery schedule, or both. No agreement or understanding to modify this purchase order shall be binding upon Buyer unless in writing and signed by the Buyer's purchasing manager.

V. Inspection

Materials or equipment purchased hereunder are subject to inspection and approval upon delivery at the specified delivery address in the purchase order. Buyer reserve the right to reject and refuse acceptance of merchandise which is not in accordance with the instructions and specifications of the relevant purchase order or not in compliance with Seller's warranty (expressed or implied). Merchandise not accepted will be returned to Seller at Seller's expense. Payment for any merchandise hereunder shall not be deemed an acceptance thereof.

VI. Warranty

In addition to any express warranties provided by the Manufacturer, the Seller, by accepting this purchase order, hereby warrants that the merchandise delivered hereunder will be in full conformity with Buyer's specifications, and such merchandise will be of merchantable quality and fit for the use intended by the parties. Seller agrees that this warranty shall survive acceptance of the merchandise.

VII. Assignment

No right of interest in this purchase order shall be assigned by either party without the written consent of the other, and no delegation of any obligation owed, or of the performance of any obligation by either Buyer or Seller shall be made without the written consent of the other party.

VIII. Compliance with Laws

In accepting this purchase order, Seller represents that it has complied and will continue during the performance of this purchase order to comply, with the provisions of Norwegian applicable State, provincial and/or local laws and regulations.

IV. Governing law

The agreement between Buyer and Seller constituted by the purchase order, shall be governed by Norwegian law. In the event of any dispute arising under this agreement, including any allegation of breach and any failure to reach mutual agreement hereunder, the parties shall refer the matter for consideration and resolution by the responsible executives of the parties. The responsible executives shall use their best efforts to resolve the dispute amicably. The seat of arbitration shall be in Oslo, Norway.