

## **QATAR PETROLEUM USER AGREEMENT**

A vendor, contractor or supplier and its authorized representative (hereinafter referred to as the "Vendor") are subject to this User Agreement for the access and use of (i) Qatar Petroleum electronic procurement application ("e-Application") provided directly by Qatar Petroleum ("QP") at its website, <http://www.qp.com.qa>, which includes any information, data, tools, products, services and other content available or through the QP website and/or (ii) electronic market place services ("e-Marketplace") provided by a third party ("e-Marketplace Provider") who has entered into a certain agreement with QP for the provision of such services. The terms "e-Application" and "e-Marketplace" shall hereinafter collectively referred to as "**e-Procurement**".

In the event that Vendor uses the e-Procurement for the purpose of registration, selling or supplying goods and/or services to procurement of goods and/or services to QP, it shall be bound to comply with this User Agreement.

For the avoidance of doubt, in the context of QP and Vendor (each a "Party" and together the "Parties"):

- the e-Application is operated by QP including but not limited to electronic registration; providing the opportunity to Vendor interested in establishing business relations with QP to register. The Vendor is required to complete its company profile and fulfill the requirements stated hereunder to allow QP to provide a User ID and password for a secure access and use to the application. This will allow the Vendor to complete all the required information for the registration process, including the commodities that it can provide to QP and to upload the required documents.
- the e-Marketplace is a portal operated by the e-Marketplace Provider in favor of QP, as a forum where (i) QP and Vendor can solicit offers to buy or sell products or services, agreements between QP and Vendor for the sale and purchase of their listed products can be negotiated, (ii) transactions negotiated between QP and Vendor for the sale or purchase of listed product can be undertaken electronically and (iii) third party service ancillary to the e-Marketplace transactions are offered, and may only be accessed by QP and Vendor.

The following terms and conditions of this User Agreement may be modified by QP at any time without notice and any such modification shall be effective immediately upon posting. By assenting to this User Agreement, Vendor agrees to periodically review these terms and conditions and be bound by any modifications or amendments thereto.

The Vendor that has any questions about this User Agreement is invited to QP Supply Chain Department for clarification.

### **I. GENERAL**

The purpose of the e-Procurement is to facilitate the Vendor and QP to perform transactions through internet through which the Vendor can update its company profile, communicate the availability of its goods and services, participate and respond to request for quotations, purchase orders, bids or proposals, participate and respond to e-auctions and e-reverse auction, upload its catalogues as well as provide order status information and advance shipping notifications to QP and for QP to communicate materials and services requirements to the Vendor.

### **II. VENDOR; WARRANTIES**

Through the e-Procurement, Vendor can participate in the transactions with QP.

**(1) VENDOR REPRESENTS AND WARRANTS THAT IT IS DULY AUTHORISED TO CONSENT TO THIS USER AGREEMENT ON BEHALF OF ITS COMPANY; (2) CAN FORM LEGALLY BINDING CONTRACT UNDER APPLICABLE LAW; (3) HAS THE RIGHT TO GRANT THE INTELLECTUAL AND INFORMATIONAL PROPERTY RIGHTS AT ISSUE UNDER THIS USER AGREEMENT AND THAT SUCH GRANTS DO NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY; AND (4) ARE COMMERCIAL BUSINESSES FOR PURPOSES OF USING THE e-PROCUREMENT.**

### **III. USER ID AND PASSWORDS**

Subject to Article XIII, for security purpose in using the e-Procurement, Vendor will be or has been provided by QP or e-Marketplace Provider with User ID(s) and password(s), and therefore Vendor hereby agrees to : (i) solely be responsible for maintaining the confidentiality and security of the User ID(s) and password(s) provided by QP or e-Marketplace Provider for the use of the e-Procurement, and may not disclose such User ID(s) and password(s) to any third party, and (ii) fully be responsible for any and all activities, which occur under such User ID(s) and password(s) and in connection with its use or their uses. Vendor further agrees that it will not permit others to access or use the e-Procurement using such User ID(s) and password(s).

#### **IV. SIGNATURES**

If Vendor transmits document through the e-Procurement using its User ID(s) and password(s) as provided by QP and/or the e-Marketplace Provider, such document shall be deemed "signed" and "executed" by the Vendor. Vendor hereby waives any defense to the enforceability of any contract formed as a result of the transmission of such document on the ground that it was not "signed" or "executed" by the Vendor.

#### **V. REPRESENTATIONS AND WARRANTIES**

Vendor expressly understands and agrees that:

- the e-Procurement is provided on an "as is" and "as available" basis. QP expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- QP does not warrant the availability, timeliness, functionality, reliability, sequencing or speed of delivery of the e-Procurement or the content, and is not responsible for internet outages, hardware and/or software failures, downtime, force majeure event (including without limitation acts of God, strikes or other concerted acts of workers, bomb threats, fires, floods, explosions, riots, war and sabotage) and/or user errors.
- any material downloaded or otherwise obtained through the use of the e-Procurement is done at Vendor's own discretion and risk and that Vendor will be solely responsible for any damage to Vendor computer system or loss of data that results from the download of any such material or any virus that may be contained therein.
- in connection with Vendor uses of the e-Procurement, Vendor agrees not to put any computer programs, information or data into the e-Procurement which contains any viruses, time bombs, Trojan horses, worms, cancel bots or other computer programming routines that may damage, detrimentally interfere with, intercept or expropriate any system, data or information.
- Vendor is responsible for implementing sufficient firewalls, protections, procedures and checkpoints to satisfy their particular requirements for the protection of their system and/or accuracy of data input and output, and for maintaining a means external to QP for the reconstruction of lost data.

#### **VI. CONFIDENTIALITY**

- Each Party agrees (i) to treat the other's information and data transmitted to the e-Procurement as proprietary "Confidential Information" to the other, (ii) that it will not knowingly disclose to any person or entity not a party to this User Agreement, or use for its own or any such person's or entity's benefit, any Confidential Information belonging to the other Party to this User Agreement without the other Party's prior written consent, and (iii) that it will use all commercially reasonable efforts to maintain the confidentiality of all Confidential Information of the other Party to this User Agreement and to prevent the unauthorized disclosure and dissemination of any of the Confidential Information. In no event will any Party hereto use less care to maintain the confidentiality of the other Party's Confidential Information than it uses to maintain the confidentiality of its own information of equal importance.
- Confidential Information, whether or not described above, does not include information that (i) is or becomes known to the public without fault or breach on the part of the Party to this User Agreement seeking to disclose it, (ii) the owning Party regularly discloses to third parties without restriction on disclosure, (iii) the Party to this User Agreement seeking to disclose it receives from a party other than a Party to this User Agreement without restriction on disclosure and without breach of a non-disclosure obligation, or (iv) is required by legal process to be disclosed; provided however, that the Party receiving such process will notify the other Party prior to such disclosure and will take such reasonable steps as the other Party may request to protect the confidentiality of the Confidential Information.
- The provisions of this Article VI shall survive the expiration or termination of this User Agreement, including but not limited to any discontinuance of or termination of Vendor's access or use to the e-Procurement as set out in Article XIII.

#### **VII. PROTECTION OF INTELLECTUAL PROPERTY RIGHT**

The e-Procurement is protected by one or more copyrights, patents, database rights, trademarks, service marks and/or other intellectual property rights. It is prohibited to quote or copy in part or in whole the content of the e-Procurement without any prior written consent from QP and/or the e-Marketplace Provider. Violation to this provision is subject to the exercise of claim and suit pursuant to both criminal and civil laws applicable in the State of Qatar.

## VIII. DISPUTE WITH THE e-MARKETPLACE PROVIDER FOR THE USE OF THE e-MARKETPLACE

Vendor shall settle all disputes with the e-Marketplace Provider directly and not involve QP in Vendor dispute, unless a necessary party. If QP must respond to a subpoena form for records relating to Vendor use of the e-Marketplace, or must testify concerning that use, because of a dispute between Vendor and the e-Marketplace Provider, Vendor will reimburse QP for the time and reasonable expense it incurs in responding to the demand, including without limitation, the time and expense (including reasonable legal fees) it incurs in searching and photocopying costs, reviewing documents, appearing at depositions or hearings and otherwise litigating issues raised by the demand.

## IX. NOTICES

Except as explicitly stated otherwise or required by law, Vendor shall provide any notices to QP by courier or postal mail to **Qatar Petroleum, c/o Supply Chain Department, P.O. Box 70, Doha, QATAR Attn.: HEAD OF VENDORS PERFORMANCE / RELATIONS** and QP shall provide any notices to Vendor at the e-mail and/or courier/postal address that Vendor provides to QP during registration or e-Registration process, or such other address as either Party shall specify in a notification in accordance with this section.

## X. INDEMNIFICATION

Without limiting the generality or effect of other provisions of the User Agreement, as a condition of use, Vendor agrees to indemnify, hold harmless, and defend QP and its subsidiaries, affiliates, suppliers and their officers, directors, affiliates, subcontractors acting in their capacity of providing services to QP, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages incurred by any Indemnified Party in connection with any third party claims arising out of (a) such Vendor's usage hereunder and/or engagement in transactions on the e-Procurement, including, but not limited to, failure of any products to meet specifications or breach of warranty, (b) such Vendor's failure to comply with any applicable laws and regulations (including without limitation those regarding the export/import of products or technology) or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or sell the subject goods and services, (c) such Vendor's breach of any of its obligations set forth in this User Agreement; and (d) infringement claims asserted against QP based on its use of Vendor's intellectual and informational property; and (e) such Vendor's agreements or transactions with QP and/or the e-Marketplace Provider. Vendor shall not settle any such claim without the written consent of the applicable Indemnified Party, which such consent shall not be unreasonably withheld.

## XI. LIMITATION OF LIABILITY

IN NO EVENT SHALL QP, NOR ANY OFFICER, AFFILIATE, DIRECTOR, SHAREHOLDER, AGENT, CONTRACTOR OR SUBCONTRACTOR ACTING IN ITS CAPACITY OF PROVIDING SERVICES TO QP, OR EMPLOYEE BE LIABLE TO VENDOR OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, EARNINGS, OR BUSINESS OPPORTUNITIES, OR EXPENSES OR COSTS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, RESULTING DIRECTLY OR INDIRECTLY FROM, OR OTHERWISE ARISING (HOWEVER ARISING, INCLUDING NEGLIGENCE) OUT OF: THE USE OF THE e-PROCUREMENT BY VENDOR, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM OR ARISING OUT OF SUCH VENDOR'S RELIANCE ON THE e-PROCUREMENT, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, NON-DELIVERIES, MISDELIVERIES, TRANSMISSIONS, EAVESDROPPING BY THIRD PARTIES, OR ANY FAILURE OF PERFORMANCE OF THE e-PROCUREMENT; ANY AGREEMENT ENTERED INTO BETWEEN VENDOR AND ANY THIRD PARTY (OR THE NEGOTIATIONS OR DISCUSSIONS CONDUCTED IN ANTICIPATION OF ANY SUCH AGREEMENT), WHETHER OR NOT SUCH THIRD PARTY IS THE e-MARKETPLACE PROVIDER AS DEFINED IN THE AGREEMENT BETWEEN THE e-MARKETPLACE PROVIDER AND THE VENDOR ("MARKETPLACE AGREEMENT"); THE TERMINATION OR SUSPENSION OF VENDOR'S USER ID AND PASSWORD BY QP AND/OR BY THE e-MARKETPLACE PROVIDER FOR THE USE OF THE e-PROCUREMENT (AT ITS OWN DISCRETION OR UPON QP'S REQUEST) PURSUANT TO THIS USER AGREEMENT; THE FAILURE, OR ALLEGED FAILURE, OF ANY PRODUCT OR SERVICE PURCHASED OR TRANSFERRED PURSUANT TO THE e-PROCUREMENT TO CONFORM TO ANY SPECIFICATIONS OR TERMS, WHETHER PUBLISHED ON THE e-PROCUREMENT OR NOT; THE BREACH, OR ALLEGED BREACH, OF ANY WARRANTY, EXPRESS OR IMPLIED, RELATING TO ANY SUCH PRODUCT, SERVICE OR SHIPMENT; OR GOVERNMENT RESTRICTIONS, STRIKES, WAR, ANY NATURAL DISASTER OR FORCE MAJEURE, OR ANY OTHER CONDITION BEYOND QP'S REASONABLE CONTROL.

## XII. GOVERNING LAW AND SETTLEMENT OF DISPUTE

- This User Agreement shall be governed by, interpreted and construed and enforced in accordance with the laws of the State of Qatar.
- Any dispute controversy or claim arising out of or relating to this User Agreement or the breach thereof, which cannot be settled amicably by the parties, shall be referred to the competent courts of the State of Qatar for settlement..
- In the event of a conflict between this User Agreement and the terms and conditions of the Marketplace Agreement, this User Agreement shall prevail.

## XIII. DURATION

- Vendor agrees that this User Agreement shall govern the Vendor's usage and participation of the e-Procurement for the above mentioned purpose and shall be effective on the date this User Agreement is signed by the authorized representative of the Vendor.

Vendor shall deliver to QP by courier mail such originally signed User Agreement, a copy of which shall be sent to QP by e-mail, at the addresses as set out in Article IX above.

Upon receiving the originally signed User Agreement, QP will consider the granting of its consent to the Vendor for the usage and participation in the e-Procurement. Any consent of QP in relation to the usage and participation of the Vendor in the e-Procurement will at QP's sole discretion be confirmed to the Vendor by courier mail or e-mail. Based on the above QP's confirmation to Vendor, QP will issue User ID and password to Vendor and/or allow the e-Marketplace Provider to issue User ID and password to Vendor for the usage and participation in the e-Procurement.

- Vendor agrees that QP, in its sole discretion, may terminate Vendor's User ID and password and/or request the e-Marketplace Provider for termination of Vendor's User ID and password, or participation of any event of the e-Procurement, and remove and discard any Vendor information within the e-Procurement, for any reason, including, without limitation, for lack of use or if QP believes that Vendor has violated or breach this User Agreement and/or Marketplace Agreement. QP may also in its sole discretion and at any time to discontinue the e-Procurement and/or request the e-Marketplace Provider to discontinue providing the e-Procurement, or any part thereof, with or without notice. Further, Vendor agrees that QP shall not be liable to Vendor or any third party for QP's decision to suspend, discontinue or terminate Vendor's access or use to the e-Procurement and/or for any QP's request to the e-Marketplace Provider for suspension, discontinuance or termination of Vendor's access or use to the e-Procurement.
- Unless expressly stated under this User Agreement, any termination of the User Agreement shall not relieve the Party of any obligation accrued hereunder before the effective date of such termination, or affect Party's rights obtained hereunder.

#### **XIV. MISCELLANEOUS PROVISIONS**

This User Agreement constitute the entire agreement and understanding between the Parties with respect to the Vendor's access and use of the e-Procurement for the purpose of supplying goods and/or services to QP, and supersede and replace any and all prior written or verbal agreements. Headings are for reference only. A party's failure to insist upon or enforce strict performance of any provision of the User Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between Vendor and QP nor trade practice shall act to modify any provision of the User Agreement. If any particular provision of the User Agreement is held to be invalid or unenforceable, such determination shall not affect any other provision of the User Agreement which shall remain in full force and effect. In addition, if any provision contained in the User Agreement shall for any reason be held to be excessively broad as to activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. This User Agreement may not be assigned or transferred to third parties by Vendor without prior written permission from QP.

**I HAVE READ, UNDERSTOOD, AND HEREBY ACKNOWLEDGE AND AGREE TO ABIDE BY THIS USER AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN.**

**[VENDOR]**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_  
E-mail address : \_\_\_\_\_