

**Marathon Oil Company**  
Attn: Global Supply Chain  
990 Town and Country Blvd  
Houston, TX 77024  
Telephone: 713-296-6600



Dear Supplier:

Marathon Oil Company and its affiliates ("Marathon") has prepared this letter to communicate its procurement processes and procedures. Please consult your Global Supply Chain Commercial Representative for any other requirements needed prior to performance of the work.

#### Terms and Conditions

Enclosed is a copy of Marathon's standard terms and conditions ("T&Cs"), which may be updated from time to time, that govern all issued purchase orders ("PO") issued by Marathon unless there is an executed master services agreement or master contract between the parties. Each PO will reference Marathon's most up to date T&Cs or the applicable master agreement. Note - Marathon will not be attaching the T&Cs to each PO but rather will be including a link to the most up to date set of T&Cs.

By agreeing to furnish the goods and/or services, you agree to be bound by the referenced T&Cs or applicable master agreement. If you have a Master Service Agreement, other signed master contract with Marathon, or are issued country specific PO terms, the terms and conditions of that agreement will supersede the enclosed T&Cs and will be referenced on the PO.

#### Purchase Order Number

Marathon's PO number (10 numeric digits) must be included on all invoices, delivery tickets, and transaction related correspondence. For all POs involving goods, a packing slip with the PO number must accompany the shipment and be accessible on the outside of the package or container.

#### Invoice Submission Process

Marathon offers training sessions to explain important billing information. Someone from your accounting department is required to attend a session. Please visit <https://www.marathonoil.com/Operations/Suppliers/> to register.

#### Invoice and Payment Questions

For invoicing or payment assistance, please log in to OpenInvoice to obtain the status of your invoice, or contact the Marathon Supplier Hotline at 866-323-1836 or [OpenInvoiceSupport@MarathonOil.com](mailto:OpenInvoiceSupport@MarathonOil.com).

Sincerely,  
Marathon Oil Company  
Global Supply Chain

**TERMS AND CONDITIONS APPLICABLE TO  
MARATHON OIL COMPANY'S AND ITS AFFILIATES' PURCHASE ORDERS**

**1. Definitions -**

"Affiliate" means any company, corporation or other entity controlled by, in control of or under common control with, a party. For the purpose of this definition, "control" means the ownership, legally or beneficially, directly or indirectly, of fifty percent (50%) or more of the voting shares or membership interest of a company, corporation or other entity.

"Claims" means all claims, demands, liabilities (including those involving health, environmental and safety matters), losses, damages, proceedings, causes of action, judgments, awards and expenses (including court costs, attorneys' fees and other litigation and dispute resolution costs).

"Company Group" means Company, its Affiliates, its co-participants, and its and their respective directors, officers, employees (including agency personnel), servants, agents and invitees, but does not include any member of Contractor Group.

"Contractor Group" means Contractor, its Affiliates, its subcontractors at any tier, and its and their respective directors, officers, employees (including agency personnel), servants, agents and invitees, but does not include any member of Company Group.

"Goods" means the items to be sold to Company by Contractor.

"Intellectual Property" means all: a) patent, patent application, design and statutory invention registration rights; b) copyrights (including registrations and applications for registration) and moral rights; c) trade secrets, know-how and confidential or proprietary information; d) trademarks and service marks; and e) other similar intellectual property rights of any kind throughout the world.

"Work" means work associated with the supply of Goods, including installation, service and repair work, agreed to by Contractor and Company in a Purchase Order.

- 2. Purchase Orders -** Company or its Affiliates may purchase Goods and/or Work from Contractor or its Affiliates by issuing an order through any buying channel, including written purchase orders, releases, phone orders, walk-in orders, email orders or orders generated through automatic purchase order. Each Purchase Order will be considered a separate contract which incorporates these terms and conditions. These terms and conditions can be amended by a Purchase Order only by express amendment in writing and for that Purchase Order only.
- 3. Acceptance of Purchase Orders -** Contractor may accept Purchase Orders by any method which indicates its agreement to the Purchase Order including signature, fax, email, oral response, electronic response to electronically generated Purchase Orders, shipment of any part of the Goods or performance of any part of the Work. Acceptance constitutes acceptance of all of these terms and conditions. Any attempt by Contractor to vary these terms and conditions in its acceptance or otherwise is rejected.
- 4. Acknowledgement -** Without prejudice to Articles 2 and 3, Contractor shall transmit to Company an acknowledgement within 24 hours of receipt of a Purchase Order. Such acknowledgement shall a) confirm the receipt of the required data and information, or b) confirm the receipt of a transmission, but specify that the required data and information was not received.

5. **Contractor Status** - Contractor is an independent contractor. Contractor may subcontract the Work, in whole or in part. But if Company requests, Company shall have the right to approve subcontractors. Contractor will remain obligated to Company for its subcontractor's performance as if Contractor supplied the Goods or performed the Work itself.
6. **Shipping** - All Goods shall be delivered a) CPT Incoterms 2010 at the location designated in the Purchase Order, b) FCA Incoterms 2010 to Company's freight forwarder designated in the Purchase Order, c) when stocking locations are used, FCA Incoterms 2010 onto the means of transportation to Company from the stocking location, or d) as otherwise stated in the Purchase Order. Shipments shall be routed or shipped as specified by Company. If routing or shipping is not specified, Contractor shall ship the Goods the least expensive way to meet Company's delivery time and requirements as specified in the Purchase Order. A packing slip shall accompany each shipment. Contractor will assist Company with the processing of claims incurred during transportation of Goods, including if necessary filing freight claims Company may have against any third party carriers.
7. **Delivery** - Time is of the essence. A Purchase Order may be terminated by Company if delivery of Goods is not made or Work is not performed by the date specified in the Purchase Order or, if no date is specified, then within a reasonable time following acceptance of the Purchase Order.

The OSHA Hazard Communication Standard 29 CFR 1910, 1200 requires that a material safety data sheet be sent to a purchaser of a hazardous product. Contractor shall ensure that a material safety data sheet accompanies the initial shipment of a hazardous product and that a second copy of the material safety data sheet is forwarded to: Marathon Oil Company, Health, Environment & Safety, 990 Town and Country Blvd, Houston, Texas 77024, USA. SARA Title III requires Contractor to provide Company with the concentration (weight percent) of any "extremely hazardous substances," as identified in 40 CFR Part 355, or any "toxic chemical," as identified in 40 CFR Part 372, which are contained in Goods purchased under this Purchase Order. Failure to provide a material safety data sheet and/or weight percentages as required above shall constitute Contractor's representation and warranty that the Goods are not hazardous or toxic products as defined by the OSHA Hazard Communication Standard 29 CFR 1920, 1200. Goods shall be subject to return at Contractor's expense if required material safety data sheets and SARA Title III information are not provided as required.

8. **Stocking Locations** - If agreed in a Purchase Order, Contractor will maintain stocking locations at mutually agreed sites. Contractor shall stock and consign Goods at the locations for Company's needs based upon the forecasts provided by Company. The Goods shall remain in Contractor's care, custody, control and title and Contractor shall bear risk of loss and pay for transportation until the Goods are loaded on the means of transportation from the stocking location to Company.
9. **Conduct of Work** - If Contractor performs Work, Contractor shall furnish all equipment, labor, materials and Intellectual Property as necessary to perform the Work.
10. **Compliance with Applicable Law and Company Policies** - Contractor a) shall ensure that all members of Contractor Group comply fully with applicable law, b) shall ensure that the policies located at the Company web site designated for contractors' access to Company's and its Affiliates' policies are followed, c) shall ensure that the policies applicable to a particular Purchase Order, which may be obtained from the Company location responsible for issuing the Purchase Order, are followed, and d) certifies that

before commencement of Work it will obtain the policies and ensure that all members of Contractor Group become familiar with them.

- 11. Equal Opportunity and Affirmative Action Obligations** – Contractor Group shall abide by the following provisions: 41 CFR § 60-300.5(a); 41 CFR § 61-300.10; 41 CFR §60.250.5; 41 CFR § 60-741.5(a); 41 CFR § 60-1.4(a) and (c); 41 CFR § 60-1.7(a); 48 CFR § 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program, contracting, reporting, and posting requirements, which are hereby incorporated by reference.

**These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, gender, gender identity, or national origin. Moreover, these regulations require that Contractor Group take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, gender, gender identity, national origin, protected veteran status or disability status.**

Contractor Group is subject to the requirements of this Affirmative Action Notice and is required to comply if it has federal contracts or subcontracts exceeding \$10,000.00 (or \$100,000.00 under VEVRAA), unless exempt by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act, as amended, or Section 503 of the Rehabilitation Act, as amended.

- 12. Ethical Business Considerations** - No member of Contractor Group shall give or receive any commission, fee, rebate, gift, (except those of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom), nor shall any such person enter into any business arrangement with, any director, officer, employee (including agency personnel), servant or agent of any member of Company Group.

No member of Contractor Group shall pay or give or offer to pay or give any fee, commission, material remuneration or other thing of value to or for the benefit of any government official in violation of the USA Foreign Corrupt Practices Act or any other law applicable to Contractor Group or Company Group. If such payments are made, Company shall have no obligation to reimburse Contractor and, to the extent Company has reimbursed Contractor, Company may require Contractor to re-pay Company. In addition, Company shall have the right to terminate the Purchase Order.

- 13. Prohibited Parties** - If under sanctions law it turns out Company may not do business with Contractor or its subcontractors, Company may take any steps to comply, including withholding or turning over payment in accordance with the requirements of the applicable government authority.

- 14. Import/Export Law** - Contractor agrees to comply fully with the following:

- a. Contractor shall comply with all applicable export control law. Contractor shall serve as importer of record for all USA imports under this Purchase Order. Contractor shall take no action to import or export any items into or out of a country other than the USA without first notifying Company and obtaining approval from Company for such import or export.
- b. Contractor shall disclose to Company whether, to the best of its knowledge, Contractor or its owners, directors or officers are or have been the subject of a

government investigation regarding, or convicted for violations of, export, re-export or transactions controls, laws and regulations.

- c. Contractor shall advise Company of the exact Export Control Classification Number for export licensing classification(s) under USA export laws and regulations (or comparable number, if applicable, for exports from other countries) of the commodities, technology, software or services which may be exported in the performance of this Purchase Order.
- d. If Contractor or any of its subcontractors is required under this Purchase Order to export commodities, technology, software, or services from the USA or from another country, Contractor or its subcontractor shall apply for and obtain all required export licenses, permits and authorizations required by applicable law, except to the extent such documents must be obtained by Company.
- e. Upon request by Company, Contractor shall:
  - i. provide detailed information and audit access to Contractor's information regarding transactions which are the subject of this provision; and
  - ii. provide to Company a copy of all export or re-export licenses for commodities, technology, software or services requiring export licenses.

**15. Inspection and Rejection** - All Goods delivered and Work performed by Contractor will be subject to inspection and approval by Company. Any such inspection may include testing by Company or third party contractors.

If Company in good faith is not satisfied the Goods comply with the Purchase Order, in Company's sole discretion:

- a. Contractor shall take such steps as are necessary to ensure compliance to Company's reasonable satisfaction, or
- b. within 30 days of delivery, Company may return to Contractor any Good that does not conform as to quality, type, or quantity and Contractor shall either replace or repair the non-conforming Good, at Company's discretion. Contractor may inspect any Good tendered for return that Company claims is non-conforming. All returned Goods must be in new and resalable condition, excluding the nonconformity to quality, type, or quantity.

Notwithstanding the above, if Contractor does not ensure compliance, replace or repair the Goods within a reasonable time taking into account the schedule for the Work, Company may have others replace the Goods and recover from Contractor the total cost thereof.

If Company in good faith is not satisfied the Work complies with the Purchase Order, Contractor shall promptly correct all noted defects at Contractor's sole cost and expense. Notwithstanding the above, if Contractor does not correct the defects within a reasonable time taking into account the schedule for the Work, Company may have others correct the defects and recover from Contractor the total cost thereof.

Failure to inspect or reject Goods or Work will not relieve Contractor of any liability for correcting defects nor release Contractor from its warranty obligations.

**16. Contractor's Warranty** - Contractor warrants and guarantees that:

- a. Goods conform to the quality and specifications represented, and are free from defects in material and workmanship, merchantable, fit for the particular purposes for which such goods are ordinarily used and suitable for use by Company, including installation by Company in its products and facilities; and
- b. Work conforms to the quality and specifications represented, and will be carried out with all due skill, care and diligence and in accordance with generally accepted industry practices.

Contractor's liability for breach of the warranties contained herein is limited to i) replacement or re-performance of the defective Goods or Work, or ii) credit or payment to Company for the cost of the defective Goods or Work. If Company elects replacement or re-performance and Contractor does not replace or re-perform within a reasonable time taking into account the schedule for the Work, Company may have others replace the Goods or re-perform the Work and recover from Contractor the total cost thereof.

Contractor's liability will remain with respect to defects notified by Company to Contractor within 12 months from the time the Work is completed in accordance with all requirements of the Purchase Order.

The foregoing warranties are in addition to any warranty customarily made by Contractor of its products or services and any implied warranties. These warranties and guarantees survive the performance of the Work and delivery of the Goods and are fully enforceable thereafter.

**17. Other Manufacturer Warranties** - Without prejudice to Article 16, if the manufacturer of Goods is other than Contractor, Contractor shall:

- a. obtain from the manufacturers warranties of a generally acceptable industry standard and duration;
- b. use its commercially reasonable efforts to obtain warranties that are freely assignable to Company and assign such warranties to Company; and
- c. with respect to warranties that are not assignable to Company, cause the manufacturers of the Goods to perform their obligations under such warranties.

**18. Title** - The following shall apply with respect to passage of title:

- a. with respect to Goods delivered to a stocking location, title shall pass to Company when the Goods are loaded for transport from the stocking location to Company;
- b. with respect to other Goods, title shall pass to Company when the Goods are loaded for transport to Company; and
- c. with respect to products of Work, title and risk of loss will pass to Company at the earliest moment of identification as Work product.

**19. Ownership** - Contractor warrants that it has and will transfer to Company complete ownership of the Goods and the products of Work, free of any liens, charges and

encumbrances. Contractor Group shall not claim any lien, attachment, charge, or the like on the Goods, products of Work or any other property of Company Group. Contractor shall protect, defend, indemnify and hold harmless Company Group from and against any and all such liens, attachments, charges or the like, as well as any Claims relating thereto.

**20. Ownership and License of Intellectual Property** – Contractor grants to Company, and shall cause each other member of Contractor Group to grant to Company, the right to use any Intellectual Property that is necessary for Company Group to use the Goods or products of the Work.

**21. Invoices and Payment** - Contractor shall render an invoice electronically or in duplicate original for each shipment of Goods and/or the Work applying against a Purchase Order. Invoices, with bills of lading or prepaid expense bills attached, shall be directed to the billing address and contain the information as set forth in the Purchase Order. Invoices shall not cover more than one Purchase Order and must show cash discount terms. Company reserves the right to calculate in good faith the applicable discount period. Except as specified otherwise in Article 24 or elsewhere in the Purchase Order, the prices are inclusive of all taxes and fees imposed by government authorities and all of Contractor's costs, overhead and profits.

Company shall make all invoiced payments under the Purchase Order within 30 days following receipt of a correct and proper invoice. If Company timely pays an invoice, Company shall be entitled to discounts as set forth in the Purchase Order, if applicable. The discount period shall start when Company receives a correct and proper invoice.

**22. Payment by Funds Transfer** – Company's method of payment to contractors with banks located in the USA is direct deposit (ACH) to Contractor's bank account. A payment will be deemed to have been made by Company to Contractor upon receipt by Contractor's bank of a funds transfer. In the event of a duplicate payment, overpayment, fraudulent payment, or payment made in error, Company will be entitled to cause a cancellation or reversal of such payment.

If a payment due date or discount date falls on a date on which the funds transfer cannot be initiated or completed for reasons other than the fault of Company, the payment due date or discount date will be deemed to be the next date on which the funds transfer can be initiated and completed. Contractor may change Contractor's account information or Contractor's bank details upon giving 7 days advance written notice to Company.

**NEITHER PARTY WILL BE LIABLE TO THE OTHER HEREUNDER FOR THE ACTS OR OMISSIONS OF THE BANKING SYSTEM, OR OF ANY BANK OR PROVIDER NOT SELECTED BY SUCH PARTY, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS ARISING OUT OF SUCH ACTS OR OMISSIONS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**23. Company's Right to Audit** - Contractor shall maintain a complete, correct and confidential set of records and accounts pertaining to the Purchase Order. Company will be entitled, at reasonable hours, to inspect and audit any procedures, controls, records, and accounting data within 3 years after termination of the Purchase Order.

**24. Contractor's Tax Obligations** - Contractor assumes full and exclusive responsibility and liability for, and shall make its Affiliates and subcontractors similarly responsible for, timely filing all returns and promptly paying when due all taxes and similar charges levied with respect to the Purchase Order. However, unless stated otherwise in a Purchase Order, Company shall pay state and local sales or use tax or provide proof of exemption to Contractor.

**25. INDEMNITY FOR BREACH - NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PURCHASE ORDER, CONTRACTOR SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ALL CLAIMS SUFFERED WITH RESPECT TO:**

- a. **PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) ARISING IN CONNECTION WITH BREACH OF WARRANTY;**
- b. **LOSS, DAMAGE OR DESTRUCTION OF PROPERTY ARISING IN CONNECTION WITH BREACH OF WARRANTY; OR**
- c. **CONTRACTOR GROUP VIOLATIONS OF APPLICABLE LAW,**  
**ARISING IN CONNECTION WITH THIS PURCHASE ORDER.**

**26. INTELLECTUAL PROPERTY INFRINGEMENT - CONTRACTOR SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ALL CLAIMS ARISING FROM OR RELATED TO ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY INCORPORATED IN OR RELATED TO:**

- a. **THE GOODS OR WORK; OR**
- b. **MANUFACTURE, SALE, USE OR OTHER DISPOSITION OR PERFORMANCE OF THE GOODS OR WORK, OR PART THEREOF,**

**IF, BY REASON OF ANY ACTUAL OR THREATENED CLAIM CONCERNING INTELLECTUAL PROPERTY, CONTRACTOR OR COMPANY IS ENJOINED OR OBSTRUCTED FROM USING ANY GOODS OR CONTRACTOR FURNISHED ITEMS OR PERFORMING ANY WORK, OR PART THEREOF, CONTRACTOR, AT ITS OWN EXPENSE, SHALL DILIGENTLY i) PROCURE THE RIGHT TO USE SUCH GOODS OR ITEMS OR PERFORM SUCH WORK, ii) SUBSTITUTE EQUIVALENT BUT NON-INFRINGEMENT OR NON-MISAPPROPRIATING GOODS, ITEMS, OR WORK, OR iii) MODIFY THE GOODS, ITEMS OR WORK TO MAKE THEM NON-INFRINGEMENT OR NON-MISAPPROPRIATING BUT AT LEAST EQUIVALENT TO THE GOODS, ITEMS OR WORK THEY ARE SUBSTITUTED FOR.**

**27. GENERAL INDEMNITIES - WITH RESPECT TO MATTERS ARISING WHILE CONTRACTOR GROUP PERSONNEL ARE ON COMPANY'S OR ITS AFFILIATE'S PREMISES, THE FOLLOWING APPLIES:**

- a. **INDEMNITY FROM COMPANY TO CONTRACTOR - COMPANY SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS CONTRACTOR GROUP FROM AND AGAINST ALL CLAIMS SUFFERED WITH RESPECT TO:**
  - i. **PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) OF MEMBERS OF COMPANY GROUP; OR**
  - ii. **LOSS, DAMAGE OR DESTRUCTION OF COMPANY FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY COMPANY GROUP LOCATED ON THE PREMISES,**



ARISING IN CONNECTION WITH THIS PURCHASE ORDER, AND REGARDLESS OF THE ACTUAL OR ALLEGED FAULT OF ANYONE, INCLUDING CONTRACTOR GROUP.

b. **INDEMNITY FROM CONTRACTOR TO COMPANY** - CONTRACTOR SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ALL CLAIMS SUFFERED WITH RESPECT TO:

- i. PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) OF MEMBERS OF CONTRACTOR GROUP; OR
- ii. LOSS, DAMAGE OR DESTRUCTION OF CONTRACTOR FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY CONTRACTOR GROUP,

ARISING IN CONNECTION WITH THIS PURCHASE ORDER, AND REGARDLESS OF THE ACTUAL OR ALLEGED FAULT OF ANYONE, INCLUDING COMPANY GROUP.

c. **CROSS INDEMNITY** - CONTRACTOR AGREES TO PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY'S AND COMPANY'S AFFILIATES' OTHER CONTRACTORS WHICH HAVE EXECUTED A CONTRACT WITH COMPANY OR ONE OF COMPANY'S AFFILIATES CONTAINING CROSS INDEMNITY PROVISIONS SUBSTANTIALLY SIMILAR TO THIS PROVISION ("CROSS-INDEMNIFIED CONTRACTORS") FROM AND AGAINST ANY AND ALL CLAIMS SUFFERED WITH RESPECT TO:

- i. PERSONAL INJURY (INCLUDING ILLNESS, BODILY INJURY OR DEATH) OF MEMBERS OF CONTRACTOR GROUP; OR
- ii. LOSS, DAMAGE OR DESTRUCTION OF CONTRACTOR FURNISHED ITEMS OR PROPERTY OWNED OR HIRED BY CONTRACTOR GROUP,

ARISING IN CONNECTION WITH THIS PURCHASE ORDER, HOWSOEVER CAUSED, A) WHETHER OR NOT CAUSED OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, SOLE OR CONCURRENT, ACTIVE OR PASSIVE, OF ANY PARTY, INCLUDING CROSS-INDEMNIFIED CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR INVITEES, OR B) WHETHER BY DEFECTS OR UNFITNESS OF ANY EQUIPMENT, BUILDING OR STRUCTURE, OR OTHERWISE. THE PARTIES INTEND THIS INDEMNITY TO APPLY TO ALL SUCH CLAIMS AND LOSSES DESCRIBED ABOVE BASED ON ANY THEORY OF LIABILITY, INCLUDING NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, STATUTORY, PREMISES OR STRICT LIABILITY OF ANY PARTY, INCLUDING CROSS-INDEMNIFIED CONTRACTORS.

THE PARTIES INTEND THAT THIS CROSS INDEMNITY APPLY TO AND BE FOR THE BENEFIT OF COMPANY'S AND COMPANY'S AFFILIATES' OTHER CONTRACTORS WHO HAVE INCLUDED SUBSTANTIALLY SIMILAR CROSS INDEMNITY PROVISIONS IN THEIR RESPECTIVE CONTRACTS WITH COMPANY OR COMPANY'S AFFILIATES. FOR THE APPLICATION OF THIS CROSS INDEMNITY TO SUCH OTHER CONTRACTORS, COMPANY WILL ACT ONLY AS A FACILITATOR FOR THE BENEFIT OF SUCH OTHER CONTRACTORS, WHO WILL BE ENTITLED TO ENFORCE THIS CROSS INDEMNITY DIRECTLY AGAINST CONTRACTORS IN ADDITION TO COMPANY'S RIGHT TO ENFORCE.

- d. **COMPANY ASSISTANCE INDEMNITY** - CONTRACTOR SHALL PROTECT, DEFEND, RELEASE, INDEMNIFY, AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ALL CLAIMS ON ACCOUNT OF OR WHICH MAY BE INCURRED BY COMPANY GROUP IN CONNECTION WITH ANY PROVISION TO ANY CONTRACTOR GROUP MEMBER BY ANY COMPANY GROUP MEMBER OF ASSISTANCE (INCLUDING MEDICAL CARE), WHETHER SUCH ASSISTANCE IS PROVIDED, PROVIDED IN PART, OR IS NOT PROVIDED, AND REGARDLESS OF THE ACTUAL OR ALLEGED FAULT OF ANYONE, INCLUDING COMPANY GROUP.
- e. **REGARDLESS OF FAULT** - EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS SET FORTH IN ARTICLES 27 (a) THROUGH (d), ARE EXPRESSLY INTENDED TO AND CONSTITUTE ARTICLES WHICH INCLUDE AN OBLIGATION BY THE INDEMNITOR TO PROTECT, DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEE FROM AND AGAINST CONSEQUENCES OF INDEMNITEE'S OWN (SOLE OR CONCURRENT) ACTIONS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OR CAUSES OF ACTION ATTRIBUTABLE TO INDEMNITEE.

28. **Defense** - Each party will have the right, at its option and at its own expense, to participate in the defense of any suit without releasing the other party from any indemnity and defense obligation hereunder.

29. **Insurance Does Not Limit Indemnities** - Contractor shall provide insurance covering Contractor's indemnity obligations under this Purchase Order. The minimum insurance limits set forth in this Purchase Order will not limit Contractor's indemnity obligations except to the extent expressly mandated by applicable law.

30. **Statement of the Parties' Intentions** - The parties recognize that some jurisdictions may restrict or prohibit enforcement of certain provisions of this Purchase Order, including primarily indemnities and insurance. However, the parties have agreed to the provisions of this Purchase Order in good faith with the intention that they be enforced against them to the fullest extent permissible by applicable law. Therefore, it is the intention of the parties that such provisions be deemed amended to the limited extent necessary to make them enforceable in those circumstances.

In addition, to the extent a party's indemnity or insurance obligations are deemed amended to make them enforceable, the other party's reciprocal indemnity or insurance obligations shall be deemed likewise amended so that the parties' obligations are the same.

31. **Insurance** - The insurance required by this Article 31 is only required if Contractor Group personnel will be on Company's or its Affiliate's premises during performance of Work.

a. **General** - Contractor shall maintain at its expense with underwriters and insurance companies rated A- or better by A.M. Best Company the insurance policies described below. For purposes of the indemnity obligations set forth in Article 27, Company shall maintain commercial insurance or self-insurance in the monetary limits required of Contractor.

b. **Worker's Compensation** as required by applicable law / **Employer's Liability** of \$500,000 per accident.

If Contractor's employees (defined to include direct, borrowed, special or statutory employees) are covered by the Louisiana Worker's Compensation Act, La. R.S. 23:1021 *et seq.*, Contractor stipulates that all work and operations performed by Contractor and its employees are an integral part of and essential to the ability of Company to generate Company's goods, products, and services. Contractor stipulates that Company is the principal or statutory employer of Contractor's employees for purposes of La. R.S. 23:1061 (A)(3). However, Contractor shall remain primarily responsible for the payment of Louisiana Worker's Compensation without contribution from Company.

- c. **General Liability** with a combined single limit of \$1,000,000 per occurrence, written on an occurrence form to cover liability for bodily injury, death and property damage, including contractual liability, products liability, and completed operations, and endorsed to include diving operations, if applicable. Use of the Insurance Services Office, Inc. Insured Contract Definition Endorsement CG 24 26 07 04 is prohibited.
- d. **Automobile Liability** with a combined single limit of \$500,000 per accident or higher as required by law, to cover liability for bodily injury and property damage if owned, non-owned or hired automotive equipment is used in the performance of this Purchase Order.
- e. **Primary Insurance** - The indemnity obligations and insurance required from the indemnifying parties will be primary and noncontributory and exclusive to any insurance which the parties to be indemnified may have in effect.
- f. **Endorsements** – Unless prohibited by applicable law, insurance must be endorsed to provide that the insurers and underwriters waive their right of subrogation against Company Group. Unless prohibited by applicable law, insurance must name Company Group as additional insureds (alternate employer or borrowed servant endorsement with respect to worker's compensation/employer's liability), with coverage extended to such additional insureds for a) risks and losses arising in whole or in part from the Work, and b) all obligations for which Contractor has specifically agreed to indemnify Company Group, whether or not such assumed obligations are enforceable. However, such additional insured coverage will not apply with respect to any obligations for which Company has specifically agreed to indemnify Contractor. Contractor must provide General Liability additional insured coverage under Insurance Services Office, Inc. endorsements CG 20 10 and CG 20 37 versions dated October 2001 or earlier.
- g. **Special Provision Regarding Work in Louisiana** - With respect to Work performed in Louisiana, or offshore Louisiana, Contractor shall, in advance of such Work beginning and upon each renewal, instruct Contractor's insurer to make arrangements with Company's Corporate Risk Department to allow Company (on behalf of Company Group) to pay Contractor's insurer the premium required to extend Contractor's policies of liability to include coverage for Company Group. Contractor shall instruct Contractor's insurer to have Company billed directly for the cost of the endorsement premium. Contractor warrants that such amount constitutes the full cost of extending such insurance protection to Company Group.
- h. **Territorial Limits** - All policies must respond to claims arising from any work site and have adequate territorial and navigational limits for the work sites, including, where appropriate, operations in the Gulf of Mexico.
- i. **Deductibles** - Contractor shall bear the cost of Contractor's and subcontractor's deductibles or self-insured retentions, including defense costs.

- j. **Certificates** - Before beginning Work and before the policies expire Contractor shall furnish insurance certificates evidencing the insurance and endorsements required above. The certificates must be issued to Marathon Oil Company and Affiliates. In addition, all insurance policies must be endorsed to provide 30 days prior written notice of cancellation or material changes. Company's acceptance of an insurance certificate that does not comply with this article does not constitute a waiver of any requirement herein.
- k. **Expiration/Cancellation** - If any of the above insurance policies are not obtained by Contractor, expire or are canceled during the term of the Purchase Order and Contractor fails for any reason to immediately obtain or renew such policies, Company may obtain them and charge the cost to Contractor.
- l. **Subcontractor's Insurance** - Contractor shall require subcontractors to provide statutory Worker's Compensation insurance and other insurance as Contractor deems necessary. Any deficiencies in subcontractor insurance will be the sole responsibility of Contractor.

**32. Termination** - Company may at any time immediately terminate any Purchase Order, with or without cause, in whole or in part, by giving notice to Contractor. Contractor shall stop supply of Goods and Work in accordance with Company's instructions. Upon expiry or termination of a Purchase Order, Contractor shall return to Company any property, documentation or confidential information belonging to Company, including Goods paid for and all Work product, specifications, drawings and other design documents. Contractor will not be entitled to payment for Goods not supplied or Work unperformed at the time of termination of a Purchase Order.

**33. Default and Bankruptcy** - Company may cancel or suspend a Purchase Order, in whole or in part, or exercise any other remedy provided by law, if the Contractor:

- a. in Company's good faith judgment breaches its obligations under a Purchase Order, including failure to make progress that endangers the timely performance of the Purchase Order, and Contractor does not cure such breach within 10 days of written notice, or such longer period that Company notifies to Contractor; or
- b. becomes bankrupt or insolvent, fails to satisfy Company that Contractor has timely paid all of contractor personnel or subcontractors, or allows the imposition of liens upon the Goods, products of Work or any other Company property.

Contractor's performance shall not be excused by a) strikes, lock-outs or other industrial disputes or action among employees of Contractor or its subcontractors, b) inability to secure funds, arrange bank loans or other financing, or obtain credit, or c) mechanical, electrical or structural failure of vessels, plant and equipment owned or leased by Contractor or third parties in the performance of the Work.

**34. Remedies** – If pursuant to Article 33 Company cancels a Purchase Order, Company may procure, upon such terms and in such manner as Company may deem appropriate, Goods or Work similar to those cancelled and Contractor shall be liable to Company for any excess costs for such Goods or Work. If a Purchase Order is cancelled in part, Contractor shall continue the performance of the Purchase Order to the extent not cancelled. The rights and remedies provided in this article are not exclusive and are in addition to any other rights and remedies provided by the Purchase Order and applicable law.

**35. CHOICE OF LAW / ARBITRATION – THE VALIDITY, CONSTRUCTION,**

**INTERPRETATION, AND EFFECT OF THIS PURCHASE ORDER IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS, USA, EXCLUDING ANY CHOICE OF LAW RULES WHICH WOULD REFER THE MATTER TO THE LAWS OF ANOTHER JURISDICTION AND EXCLUDING ANY LIMITATIONS ON THE ENFORCEABILITY OF INDEMNITIES WITH RESPECT TO MATTERS ARISING OUTSIDE THE STATE OF TEXAS.** Any dispute, controversy, or claim arising out of or relating to this Purchase Order or breach thereof, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration in Houston, Texas, USA in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

- 36. Confidentiality** – Contractor shall not disclose any details about this Purchase Order without Company’s written consent.
- 37. NO LIABILITY FOR CERTAIN DAMAGES - NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL LOSS, EXEMPLARY DAMAGES OR PUNITIVE DAMAGES EXCEPT TO THE EXTENT SUCH LOSSES AND DAMAGES HAVE BEEN AWARDED TO A THIRD PARTY AND ARE SUBJECT TO ALLOCATION BETWEEN THE PARTIES.**
- 38. Assignment** - Contractor may not assign this Purchase Order without the prior written consent of Company.
- 39. Entire Contract** - This Purchase Order supersedes all prior representations, agreements, understandings and commitments, whether oral or written, concerning its subject matter. Should any part of this Purchase Order be held invalid, such holding shall not affect the remaining parts.

**END OF TERMS AND CONDITIONS**