

FMC Standard Administrative Requirements for Asia Pacific Region

| | | | | |
|--------------------------|--|---------------|-----------------------|----------|
| Document type | Doc.no : PWI-10000127776 | | | |
| Process Work Instruction | Page : 1 to 61 | | | |
| Status | Change no. | Date | Version | Revision |
| Released Version | 500000241632 | 25 Sep 2013 | 02 | A |
| Prepared by : | Supplier Contracting Team (AP Region) | Approved by : | Refer Approval Matrix | |

This document is the property of FMC Technologies and is not to be reproduced or disclosed
to any party without the written consent of FMC Technologies.

ELECTRONIC ORIGINAL

User is responsible for verification of released revision status on document copy.

DOCUMENT CHANGE CONTROL

This document has been changed in accordance with the following:



| Section/ Appendix | Rev. Level | Date of Issue | Author(s) | Signature | Brief Description of Change(s) |
|---------------------------|-------------------------|---------------------|----------------|---|---|
| Section 9.5 Appendix E | Rev. A Version 02 | 25 Sep 2013 | William Lai |  | Replace "height (>2m)" with "height (>1.8m)" for the working height. |
| Section 4 Appendix G | | | Andrew Sim |  | Replace "max 4 characters" with "max 3 characters" for the revision character(s). |

TABLE OF CONTENTS

1. DEFINITIONS AND ABBREVIATIONS 7

2. REFERENCES 8

3. PURPOSE..... 8

4. SAR ADMINISTRATIVE REQUIREMENTS 9

4.1 OVERVIEW 9

 4.1.1 GENERAL ADMINISTRATIVE REQUIREMENTS 9

 4.1.2 QUALITY REQUIREMENTS 9

 4.1.3 HSE REQUIREMENTS 10

 4.1.4 DOCUMENTATION REQUIREMENTS 11

4.2 AT RECEIPT OF SIGNED AGREEMENT 11

 4.2.1 GENERAL ADMINISTRATIVE REQUIREMENTS 11

 4.2.2 QUALITY REQUIREMENTS 11

 4.2.3 HSE REQUIREMENTS 11

 4.2.4 DOCUMENTATION REQUIREMENTS 12

4.3 START UP WORK..... 12

 4.3.1 GENERAL ADMINISTRATIVE REQUIREMENTS 12

 4.3.2 QUALITY REQUIREMENTS 12

 4.3.3 HSE REQUIREMENTS 12

 4.3.4 DOCUMENTATION REQUIREMENTS 12

4.4 EXECUTION..... 12

 4.4.1 GENERAL ADMINISTRATIVE REQUIREMENTS 12

 4.4.2 QUALITY REQUIREMENTS 13

 4.4.3 HSE REQUIREMENTS 13

 4.4.4 DOCUMENTATION REQUIREMENTS 13

4.5. DELIVERY..... 13

 4.5.1 GENERAL ADMINISTRATIVE REQUIREMENTS 13

 4.5.2 QUALITY REQUIREMENTS 13

 4.5.3 HSE REQUIREMENTS 14

 4.5.4 DOCUMENTATION REQUIREMENTS 14

APPENDIX A - ORGANISATION & ADMINISTRATION

1. ADMINISTRATIVE REQUIREMENTS..... 15

1.1 COMMERCIAL POINT OF CONTACTS..... 15

1.2 PROJECT ORGANISATION..... 15

1.3 EMERGENCY CONTACTS AND INFORMATION 15

1.4 COMMUNICATION AND CORRESPONDENCE REQUIREMENTS..... 15

1.5 CORRESPONDENCE NUMBERING..... 16

2. COMMUNICATIONS AND MEETINGS 16

2.1 MINUTES OF MEETINGS..... 16

2.2 SUPPLIER’S REPORTS 16

2.3 WEEKLY PROGRESS REPORTS 16

2.4 MONTHLY REPORTS 17

2.5 PROGRESS MEETINGS 17

3. SCHEDULE MANAGEMENT & PROGRESS CONTROL 18

3.1 PLANNING AND PROGRESS MEASUREMENT PRINCIPLES 18

3.2 SCHEDULE REQUIREMENTS 18

3.3 MONTHLY UPDATES..... 18

4. FMC PROVIDED ITEMS 18

APPENDIX B - RISK MANAGEMENT

1. INTRODUCTION..... 19
2. GENERAL RESPONSIBILITY 19
3. MAIN FOCUS SHALL BE GIVEN TO THE FOLLOWING ACTIVITIES 19
4. REPORTING AND MEETING ACTIVITIES 19
5. AUDIT REQUIREMENT..... 20

APPENDIX C - INVOICING

1. INVOICE AND CREDIT/DEBIT NOTE REQUIREMENTS 21
 1.1 INVOICING AND CREDIT/DEBIT NOTE PROCEDURAL REQUIREMENTS..... 21
 1.2 INVOICE AND CREDIT/DEBIT NOTE FORMAT 22
2. BANKING INFORMATION..... 22

APPENDIX D - VARIATIONS TO THE WORK

1. VARIATIONS TO THE WORK..... 23
 1.1 VARIATION INITIATION..... 23
 1.2 VARIATION ORDER REQUEST (VOR)..... 23
 1.3 VARIATION ORDER (VO) 23
 1.4 VARIATION ORDER REGISTER..... 23
 1.5 VARIATION ORDER REQUEST FORM..... 24

APPENDIX E - HEALTH, SAFETY & ENVIRONMENT

1. DEFINITIONS AND ABBREVIATIONS 25
2. HSE MANAGEMENT SYSTEM..... 26
3. SPECIFIC MANAGEMENT SYSTEM REQUIREMENTS 27
4. LEADERSHIP AND COMMITMENTS..... 27
5. POLICY AND STRATEGIC OBJECTIVES 27
 5.1 HSE POLICY DOCUMENTS..... 27
 5.2 COMPLIANCE WITH FMC’S HSE POLICY 28
 5.3 COMPLIANCE WITH FMC’S 12 GOLDEN RULES 28
 5.4 HSE TARGETS AND OBJECTIVES..... 28
 5.5 HSE RESPONSIBILITY 28
6. ORGANISATION, RESOURCES AND DOCUMENTATION 28
 6.1 ORGANISATION — COMMITMENT AND COMMUNICATION 28
 6.2 RECORD KEEPING AND DOCUMENT CONTROL 28
7. TRAINING PROGRAM AND INFORMATION FOR EMPLOYEES..... 28
 7.1 RULES, REGULATIONS, STANDARDS AND FMC REQUIREMENTS 29
 7.2 WORK REGULATIONS 29
 7.3 ASSESSMENT OF SUBCONTRACTORS' SUITABILITY 29
8. EVALUATION AND RISK MANAGEMENT 29
 8.1 HAZARDS AND EFFECTS ASSESSMENT..... 29
 8.2 WORKING ENVIRONMENT AND OCCUPATIONAL HEALTH 29
 8.3 MATERIAL SAFETY DATA SHEETS (SDS)..... 29
 8.4 PERSONAL PROTECTIVE EQUIPMENT (PPE)..... 30
 8.5 ENVIRONMENTAL MANAGEMENT 30
 8.6 MANAGEMENT OF CHANGE..... 30
9. PLANNING AND PROCEDURES..... 31
 9.1 HSE WORKING PRACTICES 31
 9.2 HSE PROGRAM..... 31
 9.3 EQUIPMENT CONTROL AND MAINTENANCE..... 31
 9.4 PERMIT-TO-WORK SYSTEM..... 31
 9.5 WORKING AT HEIGHT 31

- 9.6 SHORT SERVICE EMPLOYEE (SSE) 31
- 9.7 EMERGENCY PREPAREDNESS 32
- 9.8 MOTOR VEHICLE SAFETY 32
- 9.9 LIFTING OPERATION 32
- 9.10 MAINTENANCE REGIME 32
- 9.11 PRESSURE TESTING 32
- 10. IMPLEMENTATION AND PERFORMANCE MONITORING 32**
- 10.1 SUPERVISION AND MONITORING OF WORK ACTIVITIES 32
- 10.2 NOTIFICATION AND REPORTING OF UNDESIRABLE EVENTS, INCIDENTS/DANGEROUS OCCURRENCES AND LOST TIME INJURIES 32
- 10.3 PROHIBITION NOTICES AND DEMANDS FOR IMPROVEMENT 33
- 10.4 WORKING ENVIRONMENT AND OCCUPATIONAL HEALTH 33
- 10.5 MONTHLY HSE REPORTING 33
- 11. BEHAVIOURAL-BASED SAFETY 34**
- 12. AUDIT AND REVIEW 34**
- 12.1 AUDIT 34
- 12.2 REVIEW 34
- 12.3 MISCELLANEOUS 34

APPENDIX F - QUALITY REQUIREMENTS

- 1. INTRODUCTION 35**
- 2. QUALITY MANAGEMENT SYSTEM (QMS) 35**
- 3. GENERAL REQUIREMENTS 35**
- 4. INSPECTION TEST PLAN (ITP) / MANUFACTURING PROCESS QUALITY PLAN (MPQP) 36**
- 5. SUPPLIER QUALITY ORGANIZATION 37**
- 6. MANAGEMENT OF SUPPLIER MANUFACTURING PROCESS 37**
- 7. PACKAGING / PRESERVATION / MARKING 37**
- 8. MANUFACTURING RECORDS BOOK (MRB) INDEX 37**
- 9. CONTROL OF FMC PROVIDED ITEMS 38**
- 10. PRE PRODUCTION MEETING 38**
- 11. NOTIFICATION OF HOLD AND WITNESS ACTIVITIES 38**
- 12. FINAL INSPECTION / AUTHORIZATION TO SHIP (ATS) 39**
- 13. MANUFACTURING RECORDS BOOK (MRB) 39**
- 14. NON-CONFORMANCE HANDLING 40**
- 15. DELIVERABLE COMPLIANCE DOCUMENTATION 41**
- 16. HANDLING AND PRESERVATION 41**
- 17. EQUIPMENT MARKING 41**
- 18. PHOTOGRAPHS 41**
- 19. MANAGEMENT OF SPECIAL PROCESS 42**
- 19.1 WELDING 42
- 19.2 WELDER QUALIFICATION 42
- 19.3 NON-DESTRUCTIVE EXAMINATION / TESTING (NDE/NDT) 43
- 19.4 COATING 43
- 20. QUALITY ASSURANCE AUDITING 44**

APPENDIX G - DOCUMENTATION REQUIREMENTS

- 1. INTRODUCTION 45**
- 2. FMC RESPONSIBILITY 45**
- 3. SUPPLIER RESPONSIBILITY 45**
- 4. DOCUMENT MANAGEMENT SYSTEM 45**
- 5. DOCUMENT TRANSMITTALS, REGISTER AND DISTRIBUTION MATRIX 46**

| | |
|--|-----------|
| 6. MANUFACTURING DOCUMENTATION REQUIREMENTS | 47 |
| 6.1 DRAWING/DOCUMENT IDENTIFICATION AND REVISIONS | 47 |
| 6.2 DOCUMENT REVIEW AND UPDATE | 47 |
| 6.3 APPROVAL STATUS CODES | 47 |
| 6.4 DOCUMENT STANDARD FORMATS | 48 |
| 6.5 PDF FILES..... | 48 |
| 6.6 DATASHEETS..... | 48 |
| 6.7 TAG INDEX AND NUMBERING | 48 |
| 7. SUPPLIER DRAWINGS | 48 |
| 7.1 DRAWING FRAMES | 48 |
| 7.2 GENERAL AUTOCAD REQUIREMENTS..... | 49 |
| 7.3 DRAWING COLOURS..... | 49 |
| 7.4 DRAWING TEXT- AND LINE FONTS | 49 |
| 8. VIRUS PROTECTION | 50 |
| 9. STORAGE FACILITIES..... | 51 |

APPENDIX H - SHIPPING & LOGISTICS REQUIREMENTS

| | |
|---|-----------|
| 1. SAFETY | 52 |
| 2. PO PLACED / LONG LEAD ITEMS..... | 52 |
| 3. PACKING, HANDLING, STORAGE AND SHIPPING PROCEDURE..... | 52 |
| 4. SHIPPING OF ITEMS (AS PER INCOTERM 2010) | 52 |
| 5. NOTIFICATION OF SHIPMENT PACKING (ODD SIZE / OUT OF GAUGE PACKING) | 53 |
| 6. NOTIFICATION ON WITNESS OF PACKING / LOAD OUT ACTIVITIES BY FMC REPRESENTATIVE OR NOMINATED 3RD PARTY INSPECTORS..... | 53 |
| 7. NOTICE OF SHIPMENT (APPLICABLE FOR ALL SEA SHIPMENT WITH THE – DDP, CFR, CIF INCOTERM)..... | 54 |
| 8. DELIVERY DOSSIER..... | 54 |

APPENDIX I - PROCUREMENT REQUIREMENTS

| | |
|--|-----------|
| 1. INTRODUCTION | 55 |
| 2. ACTIVITIES | 55 |
| 3. SUPPLIER'S PROCUREMENT ORGANISATION | 56 |
| 4. EXPEDITING..... | 56 |
| 5. PACKING, PRESERVATION AND TRANSPORTATION | 57 |
| 6. SPARE PARTS | 57 |
| 7. SPECIAL TOOLS AND HANDLING EQUIPMENT..... | 59 |
| 8. REPORTING REQUIREMENTS..... | 60 |

1. DEFINITIONS AND ABBREVIATIONS

In this FMC Standard Administrative Requirements (SAR), the words and expressions established as definitions in the FMC Global Purchasing Terms respectively hereto shall have the same meanings.

| | |
|-----------|--|
| ATS | Authorization to Ship. |
| COC | Certificate of Conformity. |
| DBI | Database Information. |
| DR | Design review format for approval of supplier documentation. |
| HSE | Health, Safety and Environment. |
| ITP | Inspection & Test Plan. |
| LOA / LOI | Letter Of Award / Letter Of Intent. |
| MCR | Mechanical Completion Record. |
| MRB | Manufacturing Record Book. |
| NDE / NDT | Non Destructive Examination / Non Destructive Testing. |
| OHSAS | Occupational Health and Safety Assessment System. |
| PDS | Project Delivery Schedule. |
| PPE | Personal Protective Equipment. |
| PPM | Pre Production Meeting. |
| PQR | Procedure Qualification Records. |
| PSR | Procurement Status Report. |
| QA / QC | Quality Assurance / Quality Control. |
| QMS | Quality Management System. |
| QSL | Qualified Supplier List. |
| SAR | Standard Administrative Requirements. |
| SDS | Safety Data Sheet. |
| SMDR | Supplier Master Document Register. |
| SME | Subject Matter Expert. |
| SO | Service Orders. |
| SSE | Short Service Employee. |
| SC | Special Conditions: Document stating any complementary requirements and/or modifications to SAR. |
| SRM | Supplier Relation Management System. |
| UCS | User defined Coordinate System (ACAD standard terminology). |
| VO | Variation Order. |
| VOR | Variation Order Request. |
| URL | Uniform Resource Locator is a compact string representation of the location for a resource that is available via the Internet. |
| WPS | Welding Procedures. |

2. REFERENCES

| | |
|-----------------|---|
| ISO 9000-2005 | Quality management systems - Fundamentals and vocabulary |
| ISO 9001-2008 | Quality management systems – Requirements |
| ISO 9431-1990 | Construction drawings – Spaces for drawing and for text, and title blocks on drawing sheets |
| ISO 10005-2005 | Quality management - Guidelines for quality plans |
| ISO 14001 | Environmental management system – specification |
| ISO 31000 | Risk Management - Principles and guidelines |
| ISO 31010 | Risk Management – Risk assessment techniques |
| LIST 0000023456 | SMDR Template |
| OHSAS 18001 | Occupational health and safety management system – specification |
| MRB-0000022883 | Manufacturing Record Book Index (MRB Index Template) |

3. PURPOSE

It is FMC’s intention that, in the implementation and administration of the Agreement, Supplier shall utilize its own internal methods and procedures. However, in order to achieve the required quality and safety of the Work, and overall project, progress and document control, FMC has specified certain mandatory requirements as detailed in this SAR, which will form part of the Agreement following the precedence as outlined in the FMC Global Purchasing Terms.

Unless otherwise specified in this document the provisions of the reference documents listed in Article 2: References, shall prevail.

This SAR and its associated SC shall be read in conjunction to the DBI. In case of conflicts of technical related requirements between the provisions of such, DBI shall take precedence, and in case of conflicts of administrative related requirements between the provisions of such, the SAR and its associated SC shall take precedence.

In order to guide both Parties, FMC has structured this document to follow the progress of Work through distinct stages. These stages are:

- GENERAL
- AT RECEIPT OF SIGNED AGREEMENT
- START UP WORK
- EXECUTION
- DELIVERY

Appendices attached will provide Supplier with detailed information of FMC.

4. SAR ADMINISTRATIVE REQUIREMENTS

4.1 OVERVIEW

4.1.1 GENERAL ADMINISTRATIVE REQUIREMENTS

Supplier shall ensure that:

Delivered equipment, services and documentation meet the relevant laws and regulations under this Agreement and that compliance is documented.

Work is performed in compliance with Agreement requirements and that evidence of this can be provided.

Supplier shall have a system for handling correspondence for communication with FMC as described in Appendix A.

Supplier shall provide facilities and services for FMC and/or Company as required by FMC. All facilities and services required shall comply with any statutory or mandatory rules and regulations that may apply. Fully concise records, plans, documentation, etc. shall be maintained to support these facilities and services.

Any changes to the suppliers or Subcontractors organization that could affect their status as FMC qualified supplier shall be immediately reported to FMC.

All documentation shall be kept and filed at the Supplier's premises for the specified storage period defined in Appendix G.

Supplier shall upon FMC request make available documents for review, or issue to FMC extracts from the manufacturing documents as required.

In the event the supplier ceases to be an FMC qualified supplier, the supplier shall make all manufacturing documentation available for transfer to FMC.

Communication with FMC shall be executed in accordance with the requirements given in Appendix A and G.

4.1.2 QUALITY REQUIREMENTS

Supplier shall have a documented and implemented quality system in accordance with ISO 9001, or equivalent. If required by the Agreement, Supplier shall adapt his quality system to accommodate Agreement requirements. A bridging documentation that describes the process to close the gaps between Supplier quality system and FMC requirement is acceptable.

Supplier shall plan the specific quality practices, resources and sequence of activities relevant to the Agreement. Upon request, this documentation shall be made available to FMC.

Supplier shall permit FMC and Company to audit work and in-process results related to the Agreement, and facilitate such audits. No activity shall start unless required plans and procedures are approved.

An approved document by FMC does not relieve Supplier from meeting the requirements stated in the Agreement. Supplier shall have and demonstrate systems for handling corrections (correct the non-conformance) and corrective actions (actions to prevent re-occurrences).

Supplier shall control all his non-conformities, not only those related to the Agreement with FMC. Supplier shall establish and maintain an electronic or paper based system for controlling non-conformities.

Release of equipment with detected non-conformity requires concession by FMC. Supplier shall provide all information required to enable FMC to evaluate Supplier non-conformity requests.

Identified deviations from requirements in Supplier's quality system shall be reported to FMC, including a plan for correction. Supplier shall forward to FMC a corrective action report for each complaint issued by FMC.

4.1.3 HSE REQUIREMENTS

Supplier shall plan and carry out his activities so that the work is performed without loss of life, injury, damage to equipment or facilities, without any environmental damage due to spills or unforeseen discharges, and without unforeseen disruptions to production or processes. For this purpose Supplier shall operate documented HSE management systems (as described in Appendix E), which comply with FMC's and/or Company's requirements for the supervision and monitoring of health, safety and environment.

Supplier shall have a documented and implemented HSE system comparable with ISO 14001 and OHSAS 18001.

Supplier shall consider safety and health as highest priority while performing FMC's scope of work. Supplier shall perform all work in a safe manner consistent with FMC HSE requirements, local legislation and international industry best practices.

Supplier is expected to manage its own HSE management system, implement FMC approved HSE plan and Supplier approved HSE plan.

Supplier shall have its policy to control substance abuse (include alcohol) and site security management in Supplier's premises.

FMC representative/s shall have the right, at any time, to require Supplier to stop work, remove and barred any personnel who violate any HSE requirements that could jeopardize the safety and health of any person, possible impact to the environment and result in the damage to FMC assets or scope of work.

If an unsafe condition is discovered at the work site that cannot be promptly abated, FMC representative has the right to stop all activity related to FMC's Work. Work will not resume at the site until the hazard has been abated. Supplier shall be responsible for all cost and schedule delays associated with such safety shut down of the Work.

All notifiable undesirable events/ hazardous condition that include lost –time injury incident suffered by supplier's personnel, and any event with a high loss potential shall be notified to FMC as soon as possible-verbal and written notification within 24 hours.

4.1.4 DOCUMENTATION REQUIREMENTS

Supplier shall employ a computerized document management system.

English language shall be used for all documentation submitted to FMC.

Documents shall meet the requirements to content and format specified in Appendix G.

Transmittals shall be used for submission of documents specified in the SMDR.

Document change control shall be implemented in accordance with requirements in Appendix G.

Supplier shall upon FMC request provide FMC with documentation/information required to support preparation for operation activities, start up, operation, maintenance, repair and modification, to be conducted in a safe and effective manner.

4.2 AT RECEIPT OF SIGNED AGREEMENT

4.2.1 GENERAL ADMINISTRATIVE REQUIREMENTS

Supplier shall review all requirements, standards, documentation and drawings provided by FMC and verify their applicability, consistency and completeness for carrying out the Agreement.

Supplier shall clarify in writing any issues or questions with respect to the Agreement requirements or the documentation supplied by FMC.

Perform Risk Management according to the requirements stated in Appendix B.

The supplier shall acquire all referred FMC documentation in the Agreement.

Supplier shall clarify in writing with FMC's Commercial Point of Contact, any issues related to requirements of the Agreement and commercial issues or questions, in accordance with Appendix A and G.

4.2.2 QUALITY REQUIREMENTS

An ITP/MPQP shall be established in accordance with the requirements set out in FMC's applicable DBI and engineering specifications. The plan shall meet the requirements described in Appendix F.

4.2.3 HSE REQUIREMENTS

Supplier's management shall be involved in setting and following up HSE objectives as required by the Agreement and arrangements shall be put in place to ensure that meetings are held with HSE as a priority item on the agenda.

Supplier is required to submit a specific HSE plan which defines how the Supplier will meet the HSE requirements within thirty (30) days upon Agreement signatory or issuance of PO. This HSE plan shall include, but not limiting to, the requirements as per Appendix E.

Supplier shall prepare a gap analysis or bridging document to show compliance to all FMC HSE requirements for this Agreement.

Company reserve the right to perform a HSE audit on the Supplier, all findings shall be addressed with agreed resolutions and time frame.

| | | |
|--|---|--|
| FMC Standard Administrative Requirements for AP Region |  | PWI-10000127776 Version 02 Page: 12/61 |
|--|---|--|

4.2.4 DOCUMENTATION REQUIREMENTS

Clarify any issue with respect to documentation provided by FMC.

Acquire all referred FMC documentation in the Agreement which is not already held in the Supplier document management system.

A SMDR shall be submitted for FMC review and approval in accordance to the requirement stated in the part report (DBI) fourteen (14) Days after receipt the signed Agreement.

The SMDR shall be maintained within Supplier Document Management System.

4.3 START UP WORK

4.3.1 GENERAL ADMINISTRATIVE REQUIREMENTS

Supplier shall prepare and keep updated the project organization chart, including list of key personnel, and supply a copy to FMC if requested.

Supplier shall ensure that progress measurement of the work will be reported to FMC in accordance with FMC's planning principles and includes reference to FMC Agreement reference number and/or Project name.

4.3.2 QUALITY REQUIREMENTS

If so requested by FMC, Supplier shall call for a pre-production meeting prior to manufacturing / fabrication start-up to ensure all requirements are understood and relevant procedures established and approved, as described in Appendix F.

4.3.3 HSE REQUIREMENTS

Supplier shall employ suitable and generally recognised methods for identifying, assessing, checking and handling hazards and their consequences, as required by the Agreement. These methods shall be documented.

Supplier shall submit project risk register for this Agreement, as applicable.

4.3.4 DOCUMENTATION REQUIREMENTS

Agree with FMC regarding details for submission of large document files, typically rated 30MB, if applicable.

All design, fabrication and user documentation shall be prepared and submitted for FMC review and approval in accordance with SMDR.

Submit MRB Index for FMC review and approval prior to production. Supplier shall implement tag numbers as allocated by FMC on relevant drawings and documents.

4.4 EXECUTION

4.4.1 GENERAL ADMINISTRATIVE REQUIREMENTS

Periodic progress meetings, attended by representatives of Supplier and FMC shall be held.

Supplier shall submit to FMC weekly progress report and monthly progress report as agreed in the Agreement. Supplier shall submit Procurement status reports as a part of the progress report. Appendix D describes handling of variations.

4.4.2 QUALITY REQUIREMENTS

Supplier shall conduct quality control of its deliverables based on check lists/ITP, which may be audited by FMC and Company.

Supplier shall notify FMC in writing prior to any hold/witness activities as specified in the ITP. Unless otherwise stated in the Agreement, notification time shall be a minimum of ten (10) Business Days.

For Witness Point on ITP, Supplier shall continue with the manufacturing process if FMC or Company representative is not present at site.

For Hold Point on ITP, Supplier shall continue to hold the manufacturing process until formal waiver is provided by FMC.

Supplier shall perform a final inspection on each delivery, as described in Appendix F.

4.4.3 HSE REQUIREMENTS

A monthly HSE report shall be prepared and submitted to FMC when requested. Work shall be executed in compliance with the requirements in Appendix E.

4.4.4 DOCUMENTATION REQUIREMENTS

Manufacturing documents shall be progressively compiled/submitted. When changes are implemented, Supplier shall conduct change control as described in Appendix G.

Supplier shall re-submit revised documents within five (5) Business Days.

4.5. DELIVERY

4.5.1 GENERAL ADMINISTRATIVE REQUIREMENTS

The standard Incoterms for procurements is Incoterms 2010 FCA Suppliers Premises. Supplier shall use FMC's appointed forwarding agent as described in the Agreement. Any changes in Delivery Address after first contact with the forwarding agent must be routed through FMC Commercial Point of Contact.

Packing list / delivery note and proforma invoice (when relevant) must be attached to the booking sent FMC's appointed forwarding agent. If not, the forwarding agent cannot proceed with further planning of transport.

See Appendix C for details regarding invoicing.

4.5.2 QUALITY REQUIREMENTS

Each delivery of whole or parts of The Deliverable shall be verified by a Certificate of Compliance (COC), in accordance the requirements described in Appendix F.

Supplier is not authorized to ship goods until a final inspection is carried out in accordance with Appendix F. Release Note shall be issued by FMC Product QA Engineer or assigned representative after final inspection. Release Note provides authorization-to-ship.

When manufacturing documentation shall be submitted, Supplier is not allowed to ship goods unless an ATS/Release Note is received (after FMC approval of the manufacturing documentation).

Supplier enrolled in the ATS system is required to submit all quality documents and /or records required by the Agreement and the DBI via SRM 'c' folder prior to shipment. No shipment is allowed before quality documents and/or records are approved by FMC. Please refer to Appendix H for the ATS process flow.

4.5.3 HSE REQUIREMENTS

Supplier shall submit HSE statistics as per agreed reporting dates as described in Appendix E.

4.5.4 DOCUMENTATION REQUIREMENTS

Supplier shall submit documentation according to requirements stated in the part report (DBI).

The complete manufacturing documentation shall be kept and filed at the Supplier's premises for the specified storage period defined in Appendix G. Supplier shall upon FMC request make available documents for review or issue to FMC extracts from the manufacturing documents as required.

APPENDIX A - ORGANISATION & ADMINISTRATION

1. ADMINISTRATIVE REQUIREMENTS

1.1 COMMERCIAL POINT OF CONTACTS

FMC's Commercial Point of Contact, including name, address, and telephone number are provided in the Agreement. Supplier's nominated contact person will be reflected in the Agreement.

1.2 PROJECT ORGANISATION

Supplier shall prepare and keep updated the project organisation chart, including list of key personnel, and supply a copy to FMC if requested.

1.3 EMERGENCY CONTACTS AND INFORMATION

Supplier shall provide a list of personnel to be available on a 24 hour basis in case of an emergency during the Work. Supplier shall develop procedures to be followed in an emergency prior to Work commencing at the Site(s).

Supplier shall for each category of loss or damage, provide prompt notification to FMC of a claim, anticipated claim, loss of or damage to property and injury to persons, thorough investigation of the incident, determination of the resulting costs with supporting evidence, and claims handling services.

1.4 COMMUNICATION AND CORRESPONDENCE REQUIREMENTS

After Agreement Award all correspondence shall be marked with Agreement reference number.

All formal communication and correspondence required by the Agreement or these Administrative Requirements from Supplier to FMC shall be addressed to FMC's Commercial Point of Contact – the FMC Purchaser. Likewise, all correspondence from FMC to Supplier shall be sent to Supplier's contact person.

For suppliers registered in FMC SRM, this system shall be used for order confirmations and communication as instructed by FMC.

Letters shall be used for all formal communication and correspondence between Supplier and FMC required by the Agreement and shall always be signed by FMC/Supplier Representative or his authorized deputy for the Agreement. Each letter shall refer to one subject only. Letters shall be identified by a unique reference and sequence number.

All formal communication and correspondence shall be sent by regular mail, registered mail courier, or hand delivered to FMC's office (assuming nearby) commensurate with its importance and the response time required. Electronic mail and facsimile (fax) may be used in appropriate circumstances, but only by prior agreement with FMC. All correspondence and registers shall record the required action by the recipient.

Letters may be sent by e-mail, in appropriate circumstances. Electronic mail may also be used in appropriate circumstances like correspondence related to progress reporting, memo's, minutes of meeting, and as instructed by FMC in these Administrative Requirements for notifications and request for deviation. All correspondence and registers shall record the required action by the recipient.

Oral communication of instructions or information in connection with the Agreement shall be confirmed in writing using formal correspondence, and until confirmed shall not be binding.

For communication and correspondence related to technical documentation, shall be referred to in the SMDR, see also Appendix G.

1.5 CORRESPONDENCE NUMBERING

Communication and Correspondence shall have, as a minimum, the following shown on the document: Agreement name, Agreement reference number, subject, date and sequence number where relevant. Correspondence shall be filed in a safe, secure location and have filing codes in accordance with the Supplier's own filing system.

Supplier shall create and maintain a correspondence log over correspondence issued and received related to the Agreement.

2. COMMUNICATIONS AND MEETINGS

2.1 MINUTES OF MEETINGS

Where meetings are held between the FMC and the Supplier, FMC shall chair such meetings. Unless otherwise directed by the FMC, minutes of each meeting shall be prepared by Supplier and issued within two (2) Business Days.

The minutes shall be signed by Supplier, and FMC shall acknowledge the minutes as a true record of that meeting. Only written instructions and minutes of meetings signed or confirmed in writing by FMC Commercial Point of Contact, his deputy or a nominated person according to the Agreement (within his field of authorisation) may amend Supplier's contractual rights and obligations. Upon receipt of such letters of minutes of meetings, Supplier may request FMC to issue a variation order in accordance with FMC Global Purchasing Terms.

Agendas for meetings shall be submitted to FMC by the Supplier three (3) Business Days in advance of such meetings or such time as may be agreed. FMC shall advise the Supplier of changes to the agenda at least one (1) business day before the meeting.

Any notice, request or other notification issued by other FMC personnel shall be considered to be of an advising nature only. If Supplier is of the opinion that the implementation of such advice is not part of his obligations under the Agreement, Supplier shall request by letter the issue of a formal instruction from FMC.

When deemed necessary by FMC, Supplier's Subcontractors shall be represented at such meetings.

2.2 SUPPLIER'S REPORTS

Unless otherwise agreed with FMC Commercial Point of Contact, Supplier shall submit the following reports to FMC on the progress of engineering, procurement, manufacturing, fabrication, testing and transportation. All progress reporting shall be in accordance with progress milestones established by FMC.

2.3 WEEKLY PROGRESS REPORTS

If requested by FMC, Supplier shall issue weekly progress reports for activities performed, and submitted to FMC on or before Monday noon in line with the FMC project reporting calendar. The format and content of the weekly progress report, subject to agreement by FMC, shall include but not be limited to the following;

- Major HSE events;
- Major quality issues;
- Progress summary in engineering, procurement, construction and testing, with quantified progress of critical activities;
- If requested by FMC; a progress report showing all activities early start, early finish, physical % complete and float available. The progress curves shall be based on early start dates and shall be produced using the physical progress of the network activities factored to achieve a percentage weighting for each activity. The weightings, once agreed, shall not be varied during the course of the project unless otherwise agreed by FMC;
- Areas of concern/critical issues and action plans to address these concerns/issues;
- Two week look ahead of work to be completed and tests planned, etc.

2.4 MONTHLY REPORTS

Unless otherwise agreed, Supplier shall issue a monthly progress report to FMC no later than the third working day after month end cut-off. Supplier shall present the monthly report, including all tables, graphs and photos by electronic transmission in PDF format, as well as tables and such on electronic spread sheets FMC Executive summary of significant accomplishments and areas of concern/mitigation during the period (by bullet point) in printed format;

- HSE issues, including safety statistics (refer to Attachment E to Appendix E);
- Quality issues (incl. upcoming issues and non-conformances);
- General;
- Engineering (progress, areas of concern and corrective actions planned);
- Interface Management;
- Risk Management;
- Procurement and subcontracting (progress, areas of concern and corrective actions planned);
- Cost, including variations;
- Schedule progress;
- Schedule of inspections and test performed (including ITP activities) and to be performed during following month;
- Registers (as relevant to stage of the project and advised by FMC);
- Look ahead of the significant Work items to be completed in the following month (by bullet point).
- Updated Statement of Account consists of all outstanding invoices, credit/debit note.

2.5 PROGRESS MEETINGS

Periodic review meetings, attended by representatives of Supplier and FMC shall be held. Details of frequency, format, content and minutes of all meetings shall be as agreed between Supplier and FMC.

Supplier shall provide the FMC option to attend progress meetings with Subcontractors and receive copies of minutes of meetings.

FMC and Supplier shall agree on meeting agenda's at least twenty-four (24) hours in advance of such meetings.

Minutes of meetings shall be prepared by Supplier within two (2) Business Days of the meeting and issued to FMC, and shall be mutually agreed and signed.

3. SCHEDULE MANAGEMENT & PROGRESS CONTROL

3.1 PLANNING AND PROGRESS MEASUREMENT PRINCIPLES

Supplier shall ensure that progress measurement of the work will be reported to FMC in accordance with FMC' planning principles and includes reference to FMC Agreement reference number and/or corresponding project name.

3.2 SCHEDULE REQUIREMENTS

Supplier's schedule shall;

- Include a time-scaled bar chart schedule which shows forecast bars and current bars including actual progress. The schedule shall be based on a logic network and reflect the activities in the ITP. These documents shall identify the critical and sub-critical paths (a sub-critical path is defined as any series of activities whose completion is within one (1) week of the critical path completion).
- Measure physical progress consistent with the WBS used for planning and controlling the Work. After FMC' review and approval, the schedule shall become the base control plan for the Work against which reports indicating progress and forecast data will be issued. Reporting shall be against early dates.
- Supplier shall incorporate approved variations as per FMC instruction.

3.3 MONTHLY UPDATES

Supplier shall prepare regular updates according to FMC's requested schedule, with particular emphasis on those activities on the critical and sub-critical parts. Supplier shall review the progress of the Work and give new forecast for each activity on the schedule.

Supplier shall include a tabulation of any potential delays, the identification of the parties' assigned responsibility to resolve each issue, and when/how it will be accomplished.

This schedule update and analysis shall be a regular part of Supplier's monthly progress report.

4. FMC PROVIDED ITEMS

Upon receipt of FMC provided items, Supplier shall register, store under appropriate conditions and keep track of the provided items, and report monthly status to FMC on consumed, and where parts are consumed, reference SN and Agreement no. and if relevant item no. on the Agreement. Supplier is responsible to keep track of inventory at all times, and be able to explain where in process any materials are at all time.

APPENDIX B - RISK MANAGEMENT

1. INTRODUCTION

Supplier shall follow requirements in this section which addresses the Supplier's obligation to perform risk management for any project/product covered by the Supplier's scope of supply to FMC.

2. GENERAL RESPONSIBILITY

The Supplier must have an implemented and documented risk management system in accordance with ISO 31000 main clause 5 (process part). The systems shall at least cover the impact on the project/product and the contractual objectives and requirements. All places with a "should" in the standard shall be read and interpreted as a "shall" to comply with the requirements from FMC.

All terms and definitions shall be in accordance with ISO 31000.

Risk assessment techniques from ISO 31010 must be used at appropriate stages and in appropriate situations.

3. MAIN FOCUS SHALL BE GIVEN TO THE FOLLOWING ACTIVITIES

The context of the risk process is established and documented.

Develop a risk management plan for the project/product and deliver it to FMC upon request.

Risk assessments are implemented and documented, including appropriate methods for:

- a. Risk identification - securing that all significant risks are identified.
- b. Risk analysis - To identify the consequences (positive and/or negative) and their likelihood, so the most appropriate treatment strategies can be determined. The analysis part also includes determining likelihood levels and consequences levels for risks.
- c. Risk evaluation – to make decisions about further treatment.
- d. That effective risk treatment is implemented and documented – especially with focus on effective mitigations.
- e. Review and monitoring of activities are established and documented (including audit of the system) – making sure that any aspect of risk management is effective.
- f. That the above steps periodically are repeated.

4. REPORTING AND MEETING ACTIVITIES

The Supplier shall:

- At least include the top five (5) risks in the monthly reporting with description of treatment and status.- Include in the monthly reporting a consequence/likelihood matrix with number of identified risks in each cell;
- Upon request deliver a risk register with all risks;
- Participate in any risk activities requested by FMC or Company, such as risk workshops, risk review and follow-up meetings etc;
- Immediately report any risk with significant impact to FMC without any delays;
- Irrespective of Supplier's obligation to regular reporting.

Template for Risk Register in MS Excel format can be given from FMC upon request.

5. AUDIT REQUIREMENT

FMC may effect, or have effected by any designated Third Party, audit of the risk management system giving fourteen (14) days' notice.

APPENDIX C – INVOICING

1. INVOICE AND CREDIT/DEBIT NOTE REQUIREMENTS

1.1 INVOICING AND CREDIT/DEBIT NOTE PROCEDURAL REQUIREMENTS

For PO Exempted Supplier

- Supplier shall submit to FMC one original invoice, no staples, including all of the required supporting documentation. The original invoice shall be submitted to the attention of Accounting to the address detailed in the Agreement or to such address as FMC may subsequently designate.

For Non PO Exempted Supplier

- Supplier must submit to FMC a PDF invoice, including all of the required supporting documentation. The PDF invoice shall be send to the respective entity email address listed as below.

FMC Technologies Singapore Pte Ltd

Email address: ssapinv@fmcti.com

FMC Technologies Global Supply Sdn Bhd

Email address: GlobalAPFinance.Malaysia@fmcti.com

FMC Wellhead Equipment Sdn Bhd

Email address: APFinance.Malaysia@fmcti.com

Above listed mailbox are strictly meant for receiving of **INVOICE** only.

In order to ensure your invoice is accepted and process on time,

- 1) You must **ONLY** send your invoice in **PDF** format,
- 2) **ONE** invoice with supporting document in **ONE** PDF file.
- 3) **ONE** PDF file in one email

Please **DO NOT**

- 1) follow up with hard copy of the invoice via post/courier
- 2) send SOA (statement of account) to this mailbox
- 3) send email query/correspondence to this mailbox

Enquiries on invoices must be made directly to the Buyers in charge.

The billing entity must be according to the Invoicing Address provided in FMC Purchase Order. The invoice is to be organised such that it is easily understood, in legible print and contains a clear description of the Work being billed, supported by backup documentation.

No invoicing terms or conditions shall be stated on the invoice that differs from the FMC Global Purchasing Terms.

Before paying any invoice, FMC may request clarification, certification or substantiation in relation to any invoice, and Supplier shall promptly comply with any such request. FMC shall, after receipt of an invoice submitted in accordance with the provisions of the Agreement, pay the amount due to Supplier according to the invoice, following receipt of a credit note as applicable.

1.2 INVOICE AND CREDIT/DEBIT NOTE FORMAT

Supplier's invoices and Credit/Debit Note must contain below mandatory information:

- FMC Billing Address.
- FMC Vendor Code
- Purchase Order number
- Purchase Item Line number
- Purchase quantity (with unit of measurement according to the PO)
- Purchase currency (according to the PO)
- Material/Part Number (according to the PO)
- Supplier's name, address and Tax ID Number (Organisation Number);
- Invoice date (DD/MM/YYYY) and Invoice number;
- Adjustments, if any, from prior invoices; and
- Net amount payable and currency of the invoice, for Suppliers invoicing in foreign currency with VAT/GST, the exchange rate used must be on invoice.

The specific milestone, if any, to which the invoice relates or the numbers of all variation orders which are covered, in whole or in part, by the invoice.

2. BANKING INFORMATION

Payments of invoices shall be made by electronic funds transfer direct to Supplier's bank account specified in the Vendor Request Form.

Finance prefers one single point of contact. Procurement should be the single point of contact for vendor to update any profile. Procurement to raise the Vendor Change Request form and submit to Finance for update.

Note: All charges incurred for the electronic fund transfer transaction for payment to the Supplier, shall be at the Supplier's cost. Such cost shall be deducted from the net amount payable.

APPENDIX D - VARIATIONS TO THE WORK

1. VARIATIONS TO THE WORK

1.1 VARIATION INITIATION

FMC has the right to instruct any variation that in FMC opinion is desirable.

1.2 VARIATION ORDER REQUEST (VOR)

Supplier shall respond to an identified commercial impact, i.e. price and/or schedule, by submitting a completed VOR as formal communication to FMC.

The VOR shall include:

- (i) the impact on quality, health, safety and environment;
- (ii) the effect, if any, on cost forecast and Agreement Price, broken down to the same detail level as the agreed price, or more detailed as judged necessary for price evaluation, and supported by backup data on how the subtotals were calculated;
- (iii) the effect, if any, on agreed Delivery Dates.

Attachment D1- VOR Sheet shall generally be used by Supplier when presenting the VOR. VOR numbering shall be sequential and / or project specific.

1.3 VARIATION ORDER (VO)

If FMC decides to continue with the variation FMC will issue a VO, by sending two copies of variation order to be signed by both FMC and Supplier.

Supplier is not allowed to invoice any costs related to the variation until the VO is signed by both parties, and the Agreement is updated.

1.4 VARIATION ORDER REGISTER

Supplier shall establish and maintain a register of approved VOs and pending VORs. A summary of the register shall be included in the periodic status reports.

APPENDIX E – HEALTH, SAFETY & ENVIRONMENT

1. DEFINITIONS AND ABBREVIATIONS

For the purpose of this Appendix E, the following definitions shall apply:

“Shall” means an absolute requirement which must be strictly observed to ensure conformity with the standard.

“Should” means a recommendation. Alternative solutions with the same functionality and quality can be accepted.

“May” means a procedure which is permissible within the framework of the standard permission) or a proposal which indicates an opportunity for the user of the standard.

“Accident” means an event which has caused injury, illness, death, damage to or loss of assets, harm to the environment or to a Third Party.

“Near miss” means an event which, under slightly different circumstances, could have caused injury, illness, death, damage to or loss of assets, harm to the environment or to a Third Party.

Work-Related – An event or exposure in the work environment caused or contributed to the condition (injury or illness) or significantly aggravated a pre-existing condition. Work-relatedness is presumed for injuries and illnesses resulting from events or exposures occurring in the workplace, unless an exception as listed below specifically applies.

Work Environment – Includes establishments and other locations where one or more employees are working or are present as a condition of employment.

Occupational Injury – Is any work-related wound or damage to the body resulting from an event in the work environment. Examples include cut, puncture, lacerations, abrasion, fracture, bruise, contusion, chipped tooth, amputation, insect bite, electrocution, or a thermal, chemical, electrical or radiation burn. Sprain and strain injuries to muscles, joints, and connective tissues are classified as injuries when they result from a slip, trip, fall or other similar accidents.

Occupational Illness - Is any chronic ailment that occurs as a result of work or occupational activity; e.g. Occupational lung disease, Occupational asthma, Occupational skin diseases

High Risk Incident – Is an incident for which a combination of potential consequence and probability are assessed to be in the high risk (red shaded) area of the risk assessment matrix.

First Aid Treatment – Is a minor injury and/or illness to an employee and/or Third Party that does not require comprehensive medical treatment. First Aid is limited to the evaluation and treatment of minor cuts, bruises, burns, sprains, etc., and may be provided by a doctor or nurse or a trained first aider.

Medical Treatment – Is an injury or illness to an employee and/or Third Party that requires medical treatment, other than First Aid. Simple wound treatment, eye washing or other similar conditions are recorded as First Aid Treatment even when performed by a doctor.

Recordable Incident – An occurrence of injury or illnesses that is work related and is a new case and results in the following: death, days away from work, restricted work or transfer to another job, medical treatment beyond First Aid, or loss of consciousness (plus additional criteria defined by OSHA).

Restricted Activity – Is recordable injury or illness where an employer or health care professional keeps, or recommends keeping, an employee from doing **routine functions** of his or her job or from working a full workday that the employee would have been scheduled to work before the injury or illness occurred. **Routine functions** are those activities the employee regularly performs at least once per week.

Lost Workday Case – A work-related injury or illness results in an employee missing work the next day independent of the shift schedule.

Lost Workday Cases (with actual day away from work) Incidence Rate – The total of Lost Workday Cases multiplied by two hundred thousand (200,000) hours and divided by actual hours of exposure.

Total Recordable Incidence Rate – The total number of Recordable Cases multiplied by two hundred thousand (200,000) hours and divided by the actual hours of exposure

Automobile Incident - Any motor car, pick-up truck, or van designed or used to transport people or materials incident involving an employee or contract worker, while on official company business.

Environmental Incident - An incident having negative impact on the environment (pollution, discharge, spillage, etc.)

Property Damage – An incident which resulted in damage or loss of equipment, product or an company asset.

Unsafe Act or Condition - Is an observation of a situation or condition, which could have led to an accident/incident.

2. HSE MANAGEMENT SYSTEM

Supplier shall plan and carry out his activities so that Work is performed without loss of life, injury, damage to equipment or facilities, without any environmental damage due to spills or unforeseen discharges, and without unforeseen disruptions to production or processes. For this purpose, Supplier shall operate documented HSE Management Systems which comply with FMC's and/or Company's requirements for the supervision and monitoring of health, safety and environment.

Supplier shall comply with all applicable national governing laws and provisions related to HSE, and have implemented a HSE Management System. This system shall be comparable with the requirements given in ISO 14001, and OHSAS 18001 (and any other agreed equivalent standard), and shall ensure that;

- All hazards to the health, safety of personnel and the environment have been identified, assessed and eliminated where possible or are being controlled through formal planning methods and procedures;
- All personnel are given required training and are competent to perform their tasks safely;
- Upon FMC request, all information concerning HSE incident records/statistics is sent to FMC;
- Upon FMC request, implement specified HSE requirements transferred from FMC;

- Upon FMC request, send environmental accounting for all the hazardous chemicals

Supplier shall in addition to the foregoing, define specific security management measures within its scope and the applicable hazards of the location. No activity shall start unless covered by approved written procedures, plans or other relevant documentation.

3. SPECIFIC MANAGEMENT SYSTEM REQUIREMENTS

Supplier shall comply with the following HSE requirements as specified in the matrix set out below. This matrix identifies the elements of the HSE Management System;

Principal elements in Supplier HSE Management System should be;

| Elements | Addressing |
|---|--|
| Leadership and commitment | Top-down commitment and company culture, essential to the success of the system |
| Policy and strategic objectives | Corporate intentions, principles of action and HSE aspirations |
| Organisation, resources and documentation | Organisation of people, resources and documentation for sound HSE performance |
| Evaluation and risk management | Identification and evaluation of HSE risks in relation to activities, products and services, and development of risk-reducing measures |
| Planning and procedures | Planning the conduct of work activities, including planning for changes and emergency response |
| Implementation and monitoring | Performance and monitoring of activities, and how corrective action should be taken when necessary |
| Auditing and reviewing | Periodic assessments of system performance, effectiveness and fundamental suitability |

4. LEADERSHIP AND COMMITMENTS

Top executives shall be personally involved in HSE management. The commitment to HSE shall be evident at all levels within the Supplier's organisation, and the corporate culture shall ensure HSE focus in all that Supplier does.

5. POLICY AND STRATEGIC OBJECTIVES

5.1 HSE POLICY DOCUMENTS

Supplier shall have a documented corporate HSE policy. Supplier shall document the name, title and experience of the most senior manager in the organisation responsible for ensuring that this policy is observed. Supplier shall also document who has overall and ultimate responsibility for HSE matters within its organisation.

Supplier shall define and document which methods are applied for informing personnel about its HSE policy, and which routines are employed to inform personnel of any changes to this policy.

5.2 COMPLIANCE WITH FMC'S HSE POLICY

Supplier's HSE policy for the work shall be fully compatible with FMC's HSE policy, demonstrate management commitment and continuously improvement on HSE performance.

5.3 COMPLIANCE WITH FMC'S 12 GOLDEN RULES

The golden rules provide an understanding of twelve (12) high risk activities and give better understanding and awareness of the steps needed to avoid a serious incident. Supplier shall ensure knowledge to the 12 Golden Rules, and be fully compatible. Reference is made to Attachment E1-HSE Golden Rules.

5.4 HSE TARGETS AND OBJECTIVES

Supplier should have a written HSE targets and objectives and should be disseminated to all workers and Subcontractors; action plan should be drawn, on how to achieve set targets & objectives. Regular management review to ensure that plan is executed and on track.

5.5 HSE RESPONSIBILITY

Supplier should identify HSE roles and responsibility for all levels of employees.
Supplier shall provide qualified representative(s) who will be responsible for HSE requirements under the Agreement

6. ORGANISATION, RESOURCES AND DOCUMENTATION

6.1 ORGANISATION — COMMITMENT AND COMMUNICATION

Supplier's management shall be involved in HSE activities, and in setting and following up HSE objectives. Supplier's organisation shall facilitate effective HSE management and communication, with particular emphasis on HSE as an integrated element in planning and implementing operations. Arrangements shall be put in place to ensure that meetings are held with HSE as a priority item on the agenda.

Supplier should have effective two-ways communication, on how relevant HSE information is disseminated to worker and how feedback is received. This should include lesson learned from past incident.

Regular safety meeting (e.g. HSE committee meeting, daily tool box talk etc.) shall be held to manage and discuss all HSE related issues.

6.2 RECORD KEEPING AND DOCUMENT CONTROL

Supplier shall have procedure for identification, collection, indexing, access, filing, storage, maintenance and disposition of all HSE relevant records within the contract period.

7. TRAINING PROGRAM AND INFORMATION FOR EMPLOYEES

Supplier shall have documented systems for selecting and training personnel in order to ensure that the work is executed by qualified individuals with adequate skills. Arrangements shall be established for training new employees. Supplier shall attend FMC's HSE induction training if required by FMC.

Supplier shall detail the level of HSE training required for employees, showing the following considerations:

- Training need should be analysed to ensure that workers are competent to perform the task assigned;
- Training matrix to identify HSE training needs for various tasks or designations;
- Training plan for current year HSE training schedule.

7.1 RULES, REGULATIONS, STANDARDS AND FMC REQUIREMENTS

Supplier shall comply with all applicable Health, Safety and Environmental codes, standards, laws and regulations as required by all governmental or regulatory agencies having jurisdiction at the work site.

- There should be a systematic approach to monitor and receive updates on regulatory changes.
- There should be a list of regulatory requirements to comply.

7.2 WORK REGULATIONS

Supplier shall comply with all applicable Health, Safety and Environmental codes, standards, laws and regulations as required by all governmental or regulatory agencies having jurisdiction at the work site.

- There should be a systematic approach to monitor and receive updates on regulatory changes;
- There should be a list of regulatory requirements to comply;
- This shall include FMC HSE procedures/guidelines and international HSE best practices.

7.3 ASSESSMENT OF SUBCONTRACTORS' SUITABILITY

Supplier shall assess the HSE expertise and record of its Subcontractors. Supplier should have a programme to manage its own Subcontractors to ensure that they are aligned to the approved project HSE plan and/or other contractual requirements.

8. EVALUATION AND RISK MANAGEMENT

8.1 HAZARDS AND EFFECTS ASSESSMENT

Supplier shall employ suitable and internationally recognised methods for identifying, assessing, controlling, monitoring and reviewing hazards and their consequences for their business. These methods shall be documented.

8.2 WORKING ENVIRONMENT AND OCCUPATIONAL HEALTH

Supplier shall have a system which ensures and documents:

- The identification and monitoring of all physical, chemical, ergonomic and psychosocial/organisational factors which could be potentially detrimental to health and performance. This system shall be linked to continuous systematic monitoring of the exposure of its own and Subcontractor employees to these factors, and to a program for reducing potential exposure which could be harmful to health.
- Systematic health monitoring as specified by applicable regulations and good professional practice, identification, evaluation and reporting of work related illnesses and corrective measures, follow-up of employees on sick leave, and prevention and treatment of alcohol and drug abuse.
- That all chemicals due to be used during the work are evaluated for their health risk during transport, use and disposal, and that chemicals with the smallest health risk are given preference wherever this is technically and operationally feasible.

8.3 MATERIAL SAFETY DATA SHEETS (SDS)

Supplier shall have a system in place which ensures that correct information is available on the health risk or fire, explosion and environmental hazards posed by chemical products used in the work.

Supplier shall have a chemical management plan, which should include evaluating risk/hazard of the chemical on usage, storage and handling etc. SDS should be made readily available at work site and user must be aware of the location of the SDS and the risk involve during application of the chemical.

All onshore oil, chemical storage tank/ container used shall have a secondary containment with a capacity of 110% of the largest tank/ container.

8.4 PERSONAL PROTECTIVE EQUIPMENT (PPE)

Supplier shall be able to demonstrate that the PPE used during the Work provides satisfactory protection in the relevant tasks. PPE issued shall meet local requirements and/or FMC standard, whichever is higher.

8.5 ENVIRONMENTAL MANAGEMENT

Supplier shall have a system which ensures and documents:

- Evaluation and follow-up of the work's environmental impact. The follow up shall include environmental monitoring where required. Evaluation and monitoring results shall be used systematically to minimise environmental impact.
- Selection of environmentally optimal solutions. The environmental aspect shall be included in all technical evaluations which involve discharges. When evaluating alternative technical solutions and equipment, information shall be compiled on expected chemical and energy requirements and on the discharges associated with the various options. Result of these evaluations shall be documented in an environmental accounting system, and shall serve as an evaluation criterion when selecting solutions based on cost-benefit analyses.
- The environmental accounting system shall also be used to register information when only one option is available. Inclusion of environmental aspects in management documentation, including operational procedures.
- Inclusion of the environmental aspect in management documentation, including operational procedures.
- Evaluation of measures to reduce discharges/emissions to soil, water and air. Emphasis shall be given to reducing chemical usage and replacing environmentally harmful chemicals.
- Supplier shall systematically and regularly evaluate, monitor and document chemical usage to ensure minimal discharges and optimal operation, when use of potentially environmentally harmful chemicals. If Supplier manufactures or imports chemicals, it shall comply with prevailing statutes as well as official regulations and guidelines on evaluating and classifying chemicals.
- Supplier shall establish and maintain a register of chemicals used for execution of the Work. The register shall be available to FMC and Company for review.
- Supplier shall have implemented a system for identifying, classifying and handling waste. Hazardous waste shall be handled in accordance with applicable national statutes and regulations.
- All onshore oil, chemical storage tank/container used shall have a secondary containment with a capacity of 110% of the largest tank/container.

8.6 MANAGEMENT OF CHANGE

Work arising from temporary and permanent changes to organization, personnel, systems, process, procedures, equipment, products materials or substances must not proceed unless a Management of Change process is completed.

9. PLANNING AND PROCEDURES

9.1 HSE WORKING PRACTICES

Working practices and procedures shall be consistent with Supplier's HSE policy and HSE Management System.

9.2 HSE PROGRAM

Supplier shall establish an HSE program which covers the elements of the HSE Management System. This program shall form an integral part of the overall HSE program for the respective site, project or activity, and cover specific activities with a description of what is to be delivered. The HSE program shall be preventive and must be kept updated throughout the work.

The HSE program shall cover occupational health and the Working Environment, safety, the environment and emergency response.

In addition, the HSE program should:

- identify official regulations and other specific requirements relating to HSE which apply to the work;
- define activities which must be initiated to meet prevailing requirements;
- define applicable risk acceptance criteria;
- define the hazards which must be addressed, how these are to be controlled, and which methods should be used if necessary to regain control.

9.3 EQUIPMENT CONTROL AND MAINTENANCE

Supplier shall have documented systems in place to ensure proper maintenance and calibration as well as suitability of tools and equipment used by its personnel when performing the work at its premises, on site or at any other location.

9.4 PERMIT-TO-WORK SYSTEM

Supplier shall identify, control and manage all high risk activities by means of a written permit to work. All permits to work are to be documented and readily available for review upon request by FMC.

9.5 WORKING AT HEIGHT

Supplier shall ensure that there are safety precaution measures in place for personnel working at height (>1.8m) by mean of fall protection or fall arrest device/equipment/structure. All motorized, portable or temporary working platform shall be fit for it purpose and certified by a competent person.

9.6 SHORT SERVICE EMPLOYEE (SSE)

SSE is defined as new contract staff, new hired and personnel that were transferred to a new department.

Supplier shall have a process to identify and manage SSE, to ensure that SSE are supervised and coached till they are competent to carry out their work safety.

Supplier shall have visible identification for SSE at work and shall not constitute more than 20% of its personnel carrying out the Work.

9.7 EMERGENCY PREPAREDNESS

Supplier shall have an emergency response plan to address to all possible dangerous occurrence, for example fatality / injury, fire & explosion, chemical spillage, natural disaster, pandemic and epidemic, civil unrest, etc. Such plan should be trial at regular basis for its effectiveness.

9.8 MOTOR VEHICLE SAFETY

Supplier shall have or develop and implement a motor vehicle safety plan (Motor Vehicle Safety Plan) to promote safe practices relating to operation of motor vehicles and equipment (“Vehicle”) used in this Agreement.

Supplier shall comply with rules and regulations, including written instructions prescribed by Company communicated to Supplier, relating to Vehicle safety. These include observation of the posted speed limit, or if not posted, use of safety belt, competent person to operate the vehicle, no overloading or mis-used of Vehicle and prohibit the use of mobile phone or any other device that will cause driver to be distracted.

There should be a maintenance regime for all motor vehicles used under the Agreement, and all Vehicles shall be fit for its purpose of use.

9.9 LIFTING OPERATION

All lifting operations and lifting equipment management and documentation are conducted in accordance with industry, international safety standards and in compliance with corporate and legal requirements.

9.10 MAINTENANCE REGIME

Contractor shall have a written procedure and plan for equipment’s maintenance, inspection and testing as per manufacturer or local legislation requirement.

9.11 PRESSURE TESTING

Supplier shall have a written procedure for any pressure testing in accordance with industry, international safety standards, and in compliance with corporate and legal requirement.

10. IMPLEMENTATION AND PERFORMANCE MONITORING

10.1 SUPERVISION AND MONITORING OF WORK ACTIVITIES

Supplier shall supervise and monitor its own HSE performance. Results of this supervision and monitoring shall be passed on without undue delay to Supplier’s management and personnel. Frequent management inspections shall be performed to verify compliance with prevailing standards.

10.2 NOTIFICATION AND REPORTING OF UNDESIRABLE EVENTS, INCIDENTS/DANGEROUS OCCURRENCES AND LOST TIME INJURIES

Supplier shall comply with all official requirements for notifying and reporting events/ hazardous conditions relating to safety, occupational health and the environment. Routines for ensuring such compliance shall be documented.

All notifiable undesirable events/hazardous conditions experienced by Supplier shall be reported to FMC without undue delay, whether the event occurred at Supplier’s premises, at any site or at other

locations. The report shall include the date of the event, its causes and any preventive follow-up measures taken.

Every lost-time injury suffered by Supplier's personnel, and any event with a high loss potential, shall be notified to FMC as soon as possible – verbal and a written notification within twenty four (24) hours of the incident. A full investigation report including direct and underlying causes shall be specified and submitted to FMC within seven (7) days.

Other undesirable events shall be reported in the monthly report. Supplier shall have a system for registering and following up incidents (non-conformances).

10.3 PROHIBITION NOTICES AND DEMANDS FOR IMPROVEMENT

Any prohibition notices and demands for improvement imposed on Supplier by government authorities shall be reported to FMC without undue delay. Should a complaint be filed under HSE legislation against Supplier while performing the Work, this must also be reported to FMC without undue delay.

10.4 WORKING ENVIRONMENT AND OCCUPATIONAL HEALTH

Supplier shall have a system which ensures a good overview of the working environment at sites where its personnel are employed. This overview shall accord with relevant regulatory requirement and performance parameters, which are monitored, and shall make the largest possible contribution in preventing health problems relating to the working environment.

Systematic health monitoring as specified by applicable regulations and good professional practice, identification, evaluation and reporting of work related illnesses and corrective measures, follow-up of employees on sick leave and prevention and treatment of alcohol and drug abuse.

Contractor shall have an occupational health management programme which include but not limited to the followings:

- Pre-employment examination (to ensure that worker is medical/physical/mentally fit for work)
- Surveillance examination (personal & worksite)

10.5 MONTHLY HSE REPORTING

When agreed with FMC, a monthly HSE report shall be submitted. The report shall cover the status of monthly HSE activities, and the following HSE data, not limited to;

- number of accidents/losses;
- number of near-misses/hazardous conditions;
- number of undesirable events with high loss potential;
- number of lost-time injuries;
- hours worked (see below);
- sickness absence (as a percentage of normal working hours);
- new cases of work related illness

FMC shall be informed of Supplier's definition of a lost-time injury and work related illness, and its definition of and practice concerning the use of alternative work.

Hours worked shall be specified by (i) the total number of hours worked on the Agreement in the specified period and (ii) the total number of hours worked by the Supplier in total (Supplier figures).

When required by FMC, Supplier shall use Attachment E2- Monthly HSE Reporting template when delivering the monthly HSE reports by 5th day of each month.

11. BEHAVIOURAL-BASED SAFETY

Supplier should implement a Behavioural-Based Safety programme to reduce unsafe behaviours that can lead to incidents occurring in the workplace. The process works by reinforcing safe behaviours and identifying the causes of unsafe behaviours.

12. AUDIT AND REVIEW

12.1 AUDIT

Supplier shall operate a documented HSE auditing program. The audit process/procedure shall be documented.

FMC along with its client shall have the right to conduct HSE audit/inspection on supplier's operation upon request within a reasonable time frame. Supplier is expected to have regular inspection and internal audit plan to ensure that all procedures are implemented and continuously improved to eliminate or reduce any risk to as low as reasonably practical.

By monitoring contractor's compliance, FMC does not assume any responsibility to direct, control or supervise contractor, its personnel, agents, or Subcontractors.

12.2 REVIEW

Planned HSE reviews shall be carried out by members of Supplier's senior management, or by appropriate personnel appointed by the senior management.

12.3 MISCELLANEOUS

Supplier shall maintain good housekeeping in the work area at all times and shall keep all work areas clean and free of obstructions especially designated walkway and emergency exits.

The use, possession, distribution, or sale of illegal drugs and controlled substances by any person while engaged in performing services for FMC is absolutely prohibited. However, prescription medication that is obtained by a valid prescription and that does not impair work performance or fitness for duty is exempted from this prohibition. This prohibition also applies to the use, possession, distribution, or sale of unauthorized alcohol, firearms, and explosives.

Supplier shall ensure that each of its personnel has medical insurance cover and access to medical services (including medical evaluation – if applicable), appropriate to the health risks associated with the type and location covered under this scope of work.

APPENDIX F - QUALITY REQUIREMENTS

1. INTRODUCTION

The purpose of this Appendix is to specify FMC Quality Requirements to Supplier. Supplier shall review and change any relevant part of his quality system required to accommodate FMC's requirements. FMC has the right to require additions and/or alterations with regard to Supplier's and his Subcontractor's quality systems in order to ensure compliance with the Agreement requirements.

2. QUALITY MANAGEMENT SYSTEM (QMS)

Supplier quality system shall ensure that;

- relevant laws, regulations and Agreement requirements are identified and implemented;
- computer programs are developed and maintained in accordance with ISO/IEC 9001, or equivalent;
- Supplier supply is subject to supervisory activities.

As part of the implementation of the quality system, Supplier shall perform quality control and verification activities on the work performance. Planned verifications to identify compliance with contractual requirements, acts and regulations, safety, general workability and maintenance and shall comply with the requirements of ISO 9001.

Supplier shall certify that he has conducted basic quality control of the documentation in his systems and also eventually information imported from its Subcontractor.

Supplier shall upon request provide FMC with documentation/information required to support preparation for operation activities, start up, operation, maintenance, repair and modification to be conducted in a safe and effective manner. Supplier shall conduct quality control of its deliverables based on check lists, which check lists may be audited by FMC and Company.

3. GENERAL REQUIREMENTS

Relevant quality requirements imposed on FMC as a part of a project will be transferred to Supplier. I.e. A procedure approved by FMC for one FMC project may not be approved for another project, due to variations in Company requirements.

A procedure approved by FMC for one FMC project may not be approved by another project, due to Variations in Company's requirements.

No activity shall start unless covered by approved written procedures, plans or other relevant documentation.

Any issues or questions with respect to the documentation supplied from FMC or the specified requirements in the Agreement shall be clarified in writing with FMC prior to start of manufacturing.

As a general rule documents and drawings shall not reference a project name as part of the document title or within the document / drawing itself if not otherwise specified in Agreement.

An approved document by FMC does not relieve the Supplier from meeting the requirements stated in the Agreement.

4. INSPECTION TEST PLAN (ITP) / MANUFACTURING PROCESS QUALITY PLAN (MPQP)

When DBI called out requirements for MPQP, Supplier shall prepare a MPQP for FMC's approval. The MPQP shall details all applicable internal procedures and FMC specification for each process step that will be used to manufactured the part in accordance to the part report (DBI) requirements, relevant to the product, project or Agreement as applicable for the delivery in question. It shall also details further pertinent parameters related to the process steps and all applicable surveillance activities for Supplier, FMC and FMC Client.

If requested by FMC, the ITP/MPQP shall be listed on the SMDR and submitted to FMC for review and approval.

MPQP is a part number and revision specific document prepared by Supplier and submitted to FMC for review and approval prior to start of manufacturing.

Suppliers should use their own formats for communication requirements to their work force. E.g. the shop router. If a supplier does not have an appropriate format, the FMC MPQP template as per requirements for MPQP can be used.

The MPQP shall include sub-tier supplier names and their location where manufacturing step occurs if there are not at the primary manufacturing locations.

Where applicable, relevant documentations or records relating to the quality system of the Purchase shall be made available to the FMC when requested.

An ITP/MPQP shall be established in accordance with requirements set out in FMC's applicable DBI and engineering specifications and shall as a minimum contain:

- i) All important production processes in all phases of production;
- ii) All examinations, inspections and tests to be performed by Supplier and/or Subcontractor with reference to relevant production processes, examinations, inspection and test procedures, verifying document, relevant reports;
- iii) References Supplier and/or Subcontractor location;
- iv) Supplier's Witness and Hold point activities;
- v) References Supplier and/or Subcontractors location;
- vi) Supplier's Review Monitoring, Witness and Hold activities;
- vii) Stage Gate Review of MRB, when required;
- viii) Interventions for FMC, 3rd part and Company;
- viv) HSE intervention point prior to critical tests

The Quality Plan shall document how Supplier will apply his Quality System in the execution of the Agreement awarded. All procedures, systems etc. supporting the Quality Plan shall be referenced and be available to FMC.

Upon request, Supplier shall provide information of special processes applied during the manufacturing processes performed either within own facilities or performed by a Subcontractor. Supplier shall permit FMC and Company to audit supplier's Subcontractor performing the special process in relation to the Agreement.

The Quality Plan shall include a listing of qualified Subcontractors used for FMC projects. The list shall include information of Subcontractors, their related products and processes used.

| | | |
|--|---|--|
| FMC Standard Administrative Requirements for AP Region |  | PWI-10000127776 Version 02 Page: 37/61 |
|--|---|--|

FMC approval of the ITP/MPQP shall be documented by the use of the relevant DR. Approved Supplier ITP/MPQP can be re-used, provided that the relevant DR number and approval status code are identified in the SMDR.

All Quality Control or Quality Surveillance reports by Supplier and its Subcontractors (including QMS audit reports if relevant) shall be made available to FMC.

FMC shall review all Suppliers, and its Subcontractors' ITP's prior to commencement of manufacture. The level of review and approval of Subcontractors ITP's shall be based on the product and Supplier complexity, and communicated to the Supplier, from FMC, by either;

- SC document (project specific), to follow the Agreement
- PPM agenda (ref also PPM check list LST60069359)
- other written instructions, from FMC

5. SUPPLIER QUALITY ORGANIZATION

Supplier shall have a separate Quality Assurance (QA) / Quality Control (QC) structure within its overall organization with sufficient qualified resources to oversee manufacturing, fabrication, assembly, testing, and associated Subcontractor work

QA/QC activities and status/records shall be compiled on a database referencing the appropriate ITP, procedure, and certification so that the QA/QC status can be continually monitored as work progresses.

6. MANAGEMENT OF SUPPLIER MANUFACTURING PROCESS

All manufacturing processes shall be governed by adequate and fit for purpose. Work instructions and copies of the latest revisions of such instructions shall be maintained at the workplace.

Supplier shall comply with the QA/QC requirements prescribed by the specifications stated within DBI.

7. PACKAGING / PRESERVATION / MARKING

If Transportation and Handling Instructions is not described in the FMC DBI, Supplier shall maintain and implement procedures for handling, cleaning, storage, shipping, and preservation and preventative maintenance of materials and components. The procedures shall list all the work and inspection requirements for maintaining the quality of the materials or equipment as well as provide for documentation that the required activities have been performed.

8. MANUFACTURING RECORDS BOOK (MRB) INDEX

Quality inspection and other relevant records to be included in the final submission of Supplier's MRB shall be in accordance with and applicable only to parts identified in the approved ITP and the agreed MRB Index.

The Agreement will not be considered complete until the MRB has been formally received and accepted by FMC.

9. CONTROL OF FMC PROVIDED ITEMS

The Supplier shall be responsible for the proper receipt inspection, adequate storage and maintenance of all FMC Provided Items used in the project.

When FMC Provided Items are received with improper documentation or with any defect or damage, these shall be promptly reported to FMC.

Where FMC Provided Items are used as integral part of final equipment supplied by the Supplier, the Supplier shall ensure that adequate traceability of such FMC Provided Items to Supplier provided equipment as well as documentation supplied by FMC is included as part of the relevant MRB.

10. PRE PRODUCTION MEETING

If so requested by FMC, Supplier shall call for a pre-production meeting prior to manufacturing / fabrication start-up to ensure all requirements are understood and relevant procedures established and approved.

A pre-production meeting shall be conducted at Supplier premises or at the location of the work to ensure that all quality requirements of the purchase order / contract are understood and to address the following typical agenda as minimum:

- HSE awareness topic / HSE Moment;
- Site HSE requirements;
- Introduction of FMC inspection representatives;
- Notification methods and contact details;
- Availability of specifications, datasheets and drawings;
- Implementation of the inspection and test plan;
- Review of specifications;
- Supplier processes for traceability, calibration, inspection and testing;
- Subcontractor and their scope of work;
- Inspection by FMC and Supplier at Subcontractor;
- Manufacturing Quality Records Book (MRB) preparation and submission of MRB Index;
- Inspection release process.

FMC may request Supplier to arrange attendance of key Subcontractors at the pre-production meeting.

11. NOTIFICATION OF HOLD AND WITNESS ACTIVITIES

Supplier shall notify FMC in writing prior to any hold/witness activities as specified in the Quality Plan or ITP. Notification time shall be minimum ten (10) Business Days unless otherwise is stated in the Agreement.

Copy shall be submitted to any other relevant FMC personnel such as FMC Commercial Point of Contact, Product QA engineer and Quality Administrator, if known.

12. FINAL INSPECTION / AUTHORIZATION TO SHIP (ATS)

The objective of final inspection is to ensure that manufacturing, assembly and testing of products, equipment and systems has been performed in accordance with the Agreement contributing to the fulfilment of specified requirements and the assurance of quality deliverables.

Supplier is responsible for final inspection on each delivery where:

- Final inspection shall be performed and documented by the Supplier;
- Punch List shall be established by the Supplier if deviations from requirements are identified;
- Supplier is responsible for completing final inspection and punch list and reporting to FMC.

For each delivery, Supplier shall have an approved authorization to ship prior to shipment.

Any procured or purchased material or equipment arriving on worksites, or site without the correct documentation and identification shall be considered as non-conforming and therefore be quarantined until receipt of the correct documentation.

13. MANUFACTURING RECORDS BOOK (MRB)

Supplier shall, as part of its management of the Project Delivery Schedule (PDS), maintain the forecast date for each document preparation as part of final MRB. Supplier/Subcontractor shall plan as-building activities to ensure the earliest possible submission of MRB.

All Records / Documentation within the MRB shall be in English and legible.

The MRB shall be in CD –ROM.

All manufacturing and test records shall be retained by the Supplier by at least five (5) years.

The MRB (Printed Copy / CD –ROM) shall clearly mark with minimum the following Content:

- Equipment Name;
- Item Identification details;
- Supplier Name;
- Purchase Order Details;
- Volume Number Where Applicable.

The Supplier shall submit the detailed Content List of the MRB for FMC Approval prior to start of manufacturing. MRB Content shall include minimum the following type of documentation / records (Relevant to the Scope of Supply) as tabulated below:

- Release Note;
- List of Approved Deviation / Concession;
- Non-conformance report;
- Material Certificate and Material Test report;
- Certificate of Compliance;
- Welding records;
- Welder Qualification Records;
- NDT records;
- Heat Treatment records;
- Test Certificate;
- Functional, Mechanical or Performance Test records;

| | | |
|--|---|--|
| FMC Standard Administrative Requirements for AP Region |  | PWI-10000127776 Version 02 Page: 40/61 |
|--|---|--|

- Electrical Certificate and Test report;
- Instrument Certificates and Test Reports;
- ITP;
- Other Certificates, Test Reports and Records;
- List of Equipment /Material Requiring Statutory or Third Party Documentation;
- Statutory or Third Party Authorization Documentation.

Supplier shall prepare an original file of the MRB at the beginning of the manufacturing and progressively collective certificates, inspection records and other quality related documentation as soon as they are available, and place them in the MRB File. Supplier shall check the MRB File Periodically and presented to FMC and Company Representatives Progressively for Review.

14. NON-CONFORMANCE HANDLING

Supplier shall provide all information required to enable FMC to evaluate Supplier non-conformity requests. Supplier shall establish and maintain an electronic or paper based system for controlling non-conformities. Supplier shall control all his non-conformities, not only those related to the Agreement with FMC. This includes non-conformities to own requirements to Subcontractors and internal non-conformities to own requirements.

Deficiencies and non-conformities in Supplier systems to FMC specified requirements identified shall be given to FMC together with a plan for rectifications via Vendor Deviation Request Form

Supplier shall have and demonstrate systems for handling of corrections (correct the non-conformance) and corrective actions (actions to eliminate reoccurrences). Supplier shall forward to FMC a corrective action report for each complaint returned from FMC. A corrective action report shall be linked to Supplier request when forwarded to FMC for decision.

Supplier will immediately notify FMC in written of any non-conformance concerning the work stating:

- Details of the non-conformance;
- Proposed corrective action;
- Estimated time to perform the corrective action; and
- Effect on the work.

Supplier shall maintain a log of Non Conformities relating to this Project (including those non-conformances to Agreement Requirements and Supplier's Requirements). This Log shall include minimally the following details:

- Description of Non Conformity;
- Date Issue;
- Date Close;
- Root Cause;
- Responsible Personnel.

In addition Supplier shall perform all preventive action applicable in order to eliminate the risk for non-conformance.

Request for deviation: Supplier may ask FMC for permission to deviate from the originally specified requirements of a product prior to product realization/manufacturing. Such request for deviation shall be sought thru' FMC Purchasers/Buyers.

15. DELIVERABLE COMPLIANCE DOCUMENTATION

Each delivery of whole or parts of The Deliverables shall be verified by a Certificate of Conformity (COC), including as a minimum the following information:

- Part number specified on purchase order and revision level;
- Purchaser's reference, e.g. Order number and item number;
- Date of issue;
- Material designation;
- Quantity covered;
- Compliance statement, including the part number and material specification, references and revision codes;
- Name and address of issuing company;
- Any additional manufacturer's references or information;
- Name, job title and signature of person authorizing certificate. The person shall be a senior member of the Quality organization authorized by the Company to issue such certification.

16. HANDLING AND PRESERVATION

Supplier shall ensure that the part procured are adequately preserved based on Supplier's Product Requirement which fulfilment with the preservation needs to ensure quality of product at the Point of Use.

Relevant handling instruction for specific part on the Agreement is required to be provided together with the Part when delivered to FMC.

17. EQUIPMENT MARKING

When the equipment is packed, the marking of the equipment shall be visible or easy accessible for FMC goods receipt and include as a minimum the following information:

- FMC part number and revision as specified in the Agreement;
- Agreement reference number and item number;
- Delivered quantity;
- Serial and Batch numbers.

If equipment is boxed, the box itself shall have the above minimum marking easily readable.

18. PHOTOGRAPHS

Prior to shipment Supplier shall photograph the equipment to visualize critical areas. Typical critical areas are (but not limited to):

- Serial number marking on the equipment;
- Lifting equipment including marking of lifting tags (approval tag);
- Assy item before and after packing/boxing.

Upon FMC request, these photos shall be submitted to FMC. If requested in the SC, and/or during PPM and/or MRB/MRB Index review, such photos shall be included in the Supplier MRB (see MRB-0000022883 for MRB Index Template).

19. MANAGEMENT OF SPECIAL PROCESS

19.1 WELDING

Supplier, at its sole cost, will be responsible for developing and qualifying the necessary welding procedures and submit them to the FMC for review and approval prior to use in performance of the work.

Welding procedures shall be developed and qualified in accordance with requirements set out in FMC's applicable DBI and engineering specifications.

All welding procedures shall be qualified and witnessed by an Independent classification bodies (ABS, BV, DNV and Loyds, GL).

All welds, including tack welds and weld repairs, shall be done within the criteria of the approved Welding Procedures. FMC has the sole discretion to accept or not previously qualified welding procedures.

Repair welding, when necessary, shall be carried out only by qualified welders following qualified welding procedures which shall have been duly approved by FMC.

Repair welding of parent material, especially on forgings, plate, or castings, shall only be performed after a technical deviation and request query has been submitted to Company and Company has indicated written acceptance of the proposed repair request.

All weld repairs shall be subject to 100% surface or volumetric NDT as applicable.

Welding SME shall maintain a project welding register showing all the WPS / PQR used for the project. This register shall provide brief and succinct information about the type of materials to be welded by the particular WPS, the thickness range qualified, lowest temperature qualified, and compliance with applicable international codes.

The register shall be updated by Supplier's welding SME and made available to FMC for reference and review if requested or when the register is updated. This register shall apply to Supplier's own welding procedures and welding procedures used by Subcontractor. The WPS / PQR specified in the register will be available for the FMC to review upon request.

Welding records or reports shall be generated, providing clear traceability of welding procedures used and traceability of component serial numbers to higher assembly serial numbers. Such records or reports shall be included in the Supplier's MRB where applicable.

19.2 WELDER QUALIFICATION

Welders and welding operators shall be qualified according to the specifications against which the applicable welding procedures are developed.

All welders, welding operators and tack welders shall be qualified in accordance with the codes and specifications.

Supplier shall ensure that only qualified and approved welders by FMC are allowed to carry out the type of welding that the welder was qualified for.

| | | |
|--|---|--|
| FMC Standard Administrative Requirements for AP Region |  | PWI-10000127776 Version 02 Page: 43/61 |
|--|---|--|

Supplier shall issue a welder identity card to all qualified welders. FMC has the sole discretion to accept or not previously qualified welders. If FMC agrees to accept any previously qualified welders, they shall be tested on the first production weld to be selected by FMC. If any of the pre-qualified welders fail the production test, they should be re-qualified afresh on test piece per the welder qualification procedure.

Supplier shall maintain an accurate record of the performance of each welder.

19.3 NON-DESTRUCTIVE EXAMINATION / TESTING (NDE/NDT)

NDE/NDT shall be performed in accordance with requirements set out in FMC's applicable DBI and engineering specifications.

Supplier shall submit and obtain FMC approval of Supplier's NDE procedures prior to start of work. Supplier's NDE SME shall determine which NDE procedure are considered Critical (pressure obtaining/controlling, structural welds in the primary load bearing path, parts wetted by process fluids) and shall officially transmitted all such NDE procedures to FMC Document Control center for formal review and approval by FMC.

Suppliers shall maintain a Project Specific NDE register showing all NDE procedures used for project. The register shall be kept updated by Supplier's NDE SME and made available to FMC/Company for information and review when requested or when the register is updated.

Supplier's NDE personnel shall be trained and qualified in accordance with supplier's written procedure Non Destructive Examination Personnel Qualification and Certification, which is in compliance with ASNT recommended practice SNT-TC-1A. Where NDT is performed within Supplier sites, Supplier shall ensure inspection by minimum Level 2 qualified personnel.

In all other cases, Subcontractor and second tier supplier personnel performing NDT shall comply with the requirements of ASNT recommended practice SNT-TC-1A or EN473
Supplier shall submit and obtain FMC approval of Supplier's NDE personnel prior to start of work.

Supplier shall maintain approved NDE personnel log and made available to FMC representatives for reference.

NDE records or reports shall be generated, providing clear traceability of part or component serial numbers. Such records or reports shall be included in the Supplier's MRB where applicable. All NDE reports shall clearly indicate "pass / fail" or "acceptable / unacceptable" result.

Sub-Supplier that providing NDE services shall be qualified under FMC QSL.

19.4 COATING

- a. Supplier shall provide all coatings requirements, in accordance to the FMC's engineering specifications and DBI;
- b. Supplier shall submit and obtain FMC approval of Supplier's Coating procedures prior to start of work;
- c. Coating inspection shall be performed by qualified personnel according to the international codes;
- d. Subcontractor that providing coating services shall be qualified under FMC QSL (if applicable).

20. QUALITY ASSURANCE AUDITING

The Supplier, as part of its plan to satisfy requirements of the ISO 9001: (Latest Editions) standard or equivalent standards, shall design and execute an internal audit program that critically reviews the execution of key processes throughout all Supplier's sites supporting FMC's work. This includes processes and procedures for control over Subcontractor.

The FMC may conduct quality audits at any stage throughout the duration of the Agreement to evaluate compliance with the Agreement. Audits will also apply to Subcontractor, where applicable.

APPENDIX G - DOCUMENTATION REQUIREMENTS

1. INTRODUCTION

Supplier shall clarify in writing with FMC Commercial Point of Contact/Buyer any issues or questions with respect to the documentation supplied from FMC prior to start of the work.

Supplier shall acquire all FMC documents referred in the Agreement, which are not already held in the Supplier document management system.

Work is to be performed in compliance with Agreement requirements and that evidence of this can be provided.

Supplier shall upon request provide FMC with documentation / information required to support preparation for operation activities, start up, operation, maintenance, repair and modification to be conducted in a safe and effective manner.

2. FMC RESPONSIBILITY

FMC is responsible for specifying requirements for Supplier's management system for documentation, review and approve Supplier documentation.

3. SUPPLIER RESPONSIBILITY

Supplier shall;

- Review all requirements, standards, technical documentation and drawings provided by FMC and verify their applicability, consistency and completeness for carrying out the Agreement awarded.
- Ensure that all relevant Company-requirements are included as a part of the documentation deliverables.
- Clarify in writing with FMC's Commercial point of contact any issues or questions with respect to the documentation supplied from FMC or the specified requirements in the Agreement prior to start of the work.
- An approved document by FMC does not relieve Supplier from meeting the requirements stated in the Agreement.
- Acquire all referred FMC documentation in the Agreement which is not in Supplier's document control system, (due to a new Agreement, a new documentation issue or revision).

4. DOCUMENT MANAGEMENT SYSTEM

A SMDR shall be prepared by Supplier and submitted to FMC for review and approval according to the requirement stated in the part report (DBI) and Agreement requirements. The SMDR identifies review documents to be prepared by the Supplier and when the documents are due. As the work progresses, the SMDR records the status of the documentation. A SMDR shall refer to one Agreement reference number only, however it may be required to submit several SMDRs for an Agreement. The SMDR shall contain a list of all documents to be submitted for review by Supplier.

The document number and title written in the SMDR and transmittals shall be identical to the actual document.

| | | |
|--|---|--|
| FMC Standard Administrative Requirements for AP Region |  | PWI-10000127776 Version 02 Page: 46/61 |
|--|---|--|

For easier handling / overview of changes, changed line items in SMDR should be marked (either by a colour marking or text in bold).

Voided documents shall be stated in the SMDR for history reference.

The SMDR is regarded as any other revision controlled document for FMC review and approval. Whenever there are substantial changes like documents being added or deleted, changes in document titles or document numbers, the SMDR shall be re-submitted for review, together with the new / revised document(s). Only latest revision of a document shall be listed.

Changes only in document revision and approval status code on documents listed in SMDR shall not require a new approval on the SMDR. However, Supplier shall at all times have an updated SMDR, even if not submitted to FMC. It is not a requirement that all revisions of SMDR shall be submitted to FMC.

The final updated SMDR with all listed documents in approval status code 1 shall be issued for review with each sub delivery which requires MRB. The approved SMDR shall be included in the MRB.

The FMC SMDR Template shall be used unless the Supplier has implemented an SMDR that provides the required information as specified in this section.

The SMDR document should be issued in spread sheet format (MS Excel. XLS) as well as PDF format.

All documents shall be identified by a unique document number with maximum 25 alphanumeric characters. Page number and revision shall not be a part of the document number.

All documents shall have a revision character(s) (max 3 characters) and shall be given a new character(s) when updated and re-issued to FMC.

5. DOCUMENT TRANSMITTALS, REGISTER AND DISTRIBUTION MATRIX

The English language shall, unless otherwise agreed upon by FMC, be used for all correspondence and documentation submitted to FMC during accomplishment of the Work. All drawings, and other documents transmitted between the Supplier and FMC referred to in the SMDR, shall be sent under cover of a data transmittal note. The recipient shall sign the data transmittal note and return one copy to the sender. The following should be contained in the transmittal note:

- Supplier Name & Code;
- (Unique) Transmittal No.;
- Issue Date;
- Project Name;
- Agreement No./PO No.;
- Part No.;
- List of documents (Document No., Title, Rev, Issue Purpose) transmitted.

All electronic files shall be made readable for the end-user without any requirements for further formatting of the files, e.g. landscape shall be rotated and readable on the screen as for portrait pages.

| | | |
|--|---|--|
| FMC Standard Administrative Requirements for AP Region |  | PWI-10000127776 Version 02 Page: 47/61 |
|--|---|--|

The only paper copy required is relevant documents (i.e. lifting certificates) for shipment / freight purposes accompanying the goods.

Maximum file size for electronic delivery is 30 Mb (in the mail system). Files exceeding this limit must be split in several files identified by the same filename extended with sequence numbers i.e. <filename>-1 pdf, <filename>-2 pdf etc. Divided files must include cross reference information which enables tracking within the file cluster. Filename should follow naming convention format "<Document Number>_<Rev>". Documentation sent for FMC's review and approval shall be returned to Supplier with attached comments and status code.

To avoid experiencing high volume of attachments when transmitting documents between Supplier and FMC, all submission has to be transmitted via Box.COM, a web based file transferring tool used by FMC. Once the documents are uploaded, Supplier is to send an email attached with the Transmittal note to SingaporeESG-SDCC@fmcti.com, to notify the FMC Commercial Point Of Contact/Supplier documentation controller of the submission. The email should contain the Project Name, Transmittal No., Agreement reference No. and the Box.COM link/path.

On the email subject title, indicates "<Project Name>_<Product Line>_<Supplier Name>_<Agreement reference No.>_<Transmittal No.>".

6. MANUFACTURING DOCUMENTATION REQUIREMENTS

6.1 DRAWING/DOCUMENT IDENTIFICATION AND REVISIONS

Documents shall be issued as electronic files in the formats specified in this document.

In text documents, changes shall be electronically marked/identified adjacent to the actual text in the document, using a vertical line at the left border. Optionally, the change can in addition be described under "Summary of Change" on the document front page.

Document number and revision shall be incorporated into the title block of drawings, or on the front page of the document. When the document contains more than one page, the pages shall be numbered.

6.2 DOCUMENT REVIEW AND UPDATE

In general, the following shall apply unless other time limits have been agreed upon: FMC to review and return document to Supplier within ten (10) Business Days, or longer if the document shall be reviewed by Company, as the case may be. Supplier shall re-submit updated document within five (5) Business Days.

The number of days is normative and may be further specified by FMC based upon the Agreement between Company and FMC.

Supplier shall not modify or submit a document that has been issued for review, until comments have been returned.

6.3 APPROVAL STATUS CODES

A status code will be assigned by FMC for documents submitted by Supplier for review. The following status codes will be used when FMC submit a DR:

| | | |
|--|---|--|
| FMC Standard Administrative Requirements for AP Region |  | PWI-10000127776 Version 02 Page: 48/61 |
|--|---|--|

- Code 1: Accepted with no comments
Code 2: Accepted with comments incorporated. Revise and resubmit.
Code 3: Not accepted. Revise and resubmit.
Code 4: Information.

6.4 DOCUMENT STANDARD FORMATS

Unless otherwise specified by FMC, Supplier shall submit to FMC drawings and documents (including technical documents) in PDF Format, one document per file and not locked Acrobat version 5.0 or later. Software generated files. i.e. not from scanned document).

Any document required in formats different from PDF, will be specified in the Agreement or in the SMDR during review cycles

3D CAD to be delivered upon agreement.

6.5 PDF FILES

PDF files shall:

- Be produced from the native drawing or document file (not from a scan), except for some manufacturing/fabrication documents upon request;
- Be fully compatible with the standard Adobe Acrobat Reader as unlocked files;
- Not include any third party file compression;
- Embed all text fonts used (no external references to text fonts are allowed);
- Be prepared for full text search;
- Page(s) orientated for viewing without need for rotation;
- Include a 'bookmark' index if the document exceeds 10 pages;
- Document initial view options shall be set to "bookmarks and page";
- Bookmarks shall have destination action "fit page".

6.6 DATASHEETS

Datasheets shall be provided for systems, components and bulk components and delivered in the electronic PDF format. Datasheets can be prepared with any additional, equipment specific information included or on the datasheets provided by FMC.

6.7 TAG INDEX AND NUMBERING

Supplier shall implement tag numbers as allocated by FMC on relevant drawings and documents. When applicable, FMC will define and advise Suppliers on the content and delivery method of digital tag indexes and cross reference indexes.

7. SUPPLIER DRAWINGS

7.1 DRAWING FRAMES

The drawing shall have a drawing frame with outer dimensions according to NS2400 (NS4107 A-sizes) or equivalent British / US Standard / ISO standard. Also the drawing frame should have a margin between drafting area and outer edge.

Drawings indicated in the SMDR as being issued to Company, should have reserved space for implementing a Company title block above the Supplier title block. Minimum of 4 rows spacing required.

The information and title block shall have size and placement as defined in ISO 9431. A separate attachment may be provided as the project title block that is required by FMC, which shall be placed in addition to Suppliers title block. If not the needed information is to be incorporated into Suppliers title block.

Typical Size: Width = 200 mm, Height =175 mm.

The actual size and position of Company title block have to be clarified upon the Agreement is effective.

7.2 GENERAL AUTOCAD REQUIREMENTS

No elements should reside outside the frame. There shall be only one drawing sheet in each file. The drawing frame shall be placed with lower left corner in coordinate 0, 0, 0.

Multi sheet drawings may have different requirements from project to project which has to be settled per project. The general rule is:

- ACAD Limits shall be set to the outer edge of the drawing frame and UCS shall be set to“world”;
- In general FMC does not accept features that are not a part of standard ACAD or Genius or AutoCAD Mechanical unless they have been provided by FMC;
- Xref. shall not be used. As a minimum ‘bind’ command shall be performed on these before delivery.

7.3 DRAWING COLOURS

Standard AutoCAD colours shall be used as follows:

| Line thickness according to NS1404 | AutoCAD colour | AutoCAD colour no. |
|------------------------------------|----------------|--------------------|
| 0.18 | Red | 1 |
| 0.25 | Yellow | 2 |
| 0.35 | Green | 3 |
| 0.5 | Cyan | 4 |
| 0.7 | Blue | 5 |
| 0.5 | Magenta | 6 |
| 0.5 | White | 7 |
| 1.0 | Grey | 9 |

7.4 DRAWING TEXT- AND LINE FONTS

As a principle FMC accepts all standard AutoCAD text fonts and a number of additional fonts. The complete list is as follows:

| Font name | Type | Font name | Type |
|--------------|------|--------------|------|
| amgdt.shx | ACAD | italicc.shx | ACAD |
| amgdtans.shx | ACAD | italict.shx | ACAD |
| Cdm.shx | ACAD | ltypeshp.shx | ACAD |
| Cdm_nc.shx | ACAD | monotxt.shx | ACAD |
| chineset.shx | ACAD | Monotxt8.shx | ACAD |
| eliso.shx | ACAD | romanc.shx | ACAD |
| g12f13.shx | ACAD | romand.shx | ACAD |

| | | | |
|--------------|-------------|--------------|--------|
| g13f12d.shx | ACAD | romans.shx | ACAD |
| g13f12w.shx | ACAD | romans.shx | ACAD |
| gbcbig.shx | ACAD | romant.shx | ACAD |
| gdt.shx | ACAD | scriptc.shx | ACAD |
| Geniso.shx | ACAD | scripts.shx | ACAD |
| geniso12.shx | ACAD | simplex.shx | ACAD |
| Genltshp.shx | ACAD | simplex.shx | ACAD |
| Genprese.shx | ACAD | Simplex8.shx | ACAD |
| greeks.shx | ACAD | syastro.shx | ACAD |
| iges1001.shx | ACAD | symap.shx | ACAD |
| iges1002.shx | ACAD | symath.shx | ACAD |
| iges1003.shx | ACAD | symeteo.shx | ACAD |
| intliso.shx | ACAD-Norsok | symusic.shx | ACAD |
| intlisoe.shx | ACAD-Norsok | txt.shx | ACAD |
| ISO3098.SHX | ACAD-Norsok | whgdtxt.shx | ACAD |
| isocp.shx | ACAD | whgtxt.shx | ACAD |
| isocp.shx | ACAD | whtgtxt.shx | ACAD |
| Italic8.shx | ACAD | whtmtxt.shx | ACAD |
| isocp2.shx | ACAD | | |
| isocp3.shx | ACAD | | |
| isoct.shx | ACAD | Garamond | win TT |
| isoct2.shx | ACAD | | |
| isoct3.shx | ACAD | | |
| italic.shx | ACAD | | |

Other Windows True Type fonts may be used if agreed by FMC.

Only line fonts included in standard AutoCAD, the Genius application and AutoCAD Mechanical will be accepted. Complex line types based on shapes are not allowed, unless they are a part of standard AutoCAD, Genius, AutoCAD Mechanical, or have been provided by FMC.

Big fonts shall not be used unless agreed by FMC.

8. VIRUS PROTECTION

Supplier shall ensure that all computer systems, disks, software and data files utilised for or created in connection with this Agreement, by or on behalf of Supplier, are checked for and verified free of computer viruses using an Approved virus-checker. These checks will be carried out before use and on every occasion prior to loading any data or software programs on to any computer system which is linked to any FMC or Company-operated system or which may in any way transfer data to any FMC or Company-operated system.

9. STORAGE FACILITIES

All required documentation / information according to the requirements of this document and other specifications and standards shall be retained at Supplier premises for a minimum of 25 years or the required design life. The storage conditions shall ensure its safety and integrity over this period. Prior to permanent disposal of documentation / information after this period of time, FMC shall be notified in writing.

The storage files shall be identified with the following data:

- Equipment identification (Description, Part Number, Serial Number);
- Agreement reference number and item number.

APPENDIX H – SHIPPING AND LOGISTICS REQUIREMENTS

1. SAFETY

Refer to requirements under Appendix E – Health, Safety and Environment.

2. PO PLACED / LONG LEAD ITEMS

A weekly expediting report showing the current delivery status of all Materials, inspections points and highlighting any potential problem areas for orders placed.

A weekly report indicating receipt of Materials.

3. PACKING, HANDLING, STORAGE AND SHIPPING PROCEDURE

The Supplier shall provide packing of The Deliverables as per attached FMC's specification as per FMC Handling, Storage and Shipping Procedure in the end of this document, and any other Company's requirement / specification to be incorporated.

PHOTOGRAPHS

Supplier shall provide high resolution digitally produced photographs as attachments to the Packing List Photographs shall be taken throughout the operations covering all critical area, including not limited to packing , loading , sequences of loading , closing of package , loading on to truck, and where required during unloading. Each photograph shall be accompanied by a caption describing its contents.

In addition key events including but not limited to hazardous or other problematic activities, heavy lifts, and equipment load out preparation shall also be recorded. FMC shall be given an electronic file copy of the photographs in *.jpg format. Via e-mail.

4. SHIPPING OF ITEMS (AS PER INCOTERM 2010)

(This is to be determined by Project Management)

Depending of the Shipping term for logistics planning and operation the following are required, but not limited to effect shipment to FMC, or its nominated locations as directed in sets of one original with a minimum of three (3) copies (or more as per project requirement), Supplier to notify FMC with complete set of shipping documents prior to activation of shipment and within forty-eight (48) hours of departure of shipment or earlier where possible:-

- Packing list;
- Proforma / Commercial Invoice;
- Licenses;
- Bill of Lading;
- Air Way Bill;
- Survey / Marine Survey Report (if applicable or upon request);
- Copy of Insurance (if applicable or upon request);
- Container Survey Certificate (if applicable or upon request);
- Fumigation Certificate (if applicable or upon request);
- Certificate of Origin (if applicable or upon request);

| | | |
|--|---|--|
| FMC Standard Administrative Requirements for AP Region |  | PWI-10000127776 Version 02 Page: 53/61 |
|--|---|--|

- Cargo securing / tie down details on board vessels (applicable to all sea-shipments and upon request);
- Digital Photos (in jpg format) (if applicable or upon request);
- And any other required documents as specified time to time upon request.

5. NOTIFICATION OF SHIPMENT PACKING (ODD SIZE / OUT OF GAUGE PACKING)

Supplier to notify FMC, should the **packing exceed the following dimensions** for any one individual dimensions:

- 6 meters in length;
- 2.3 meters in width;
- 1.2 meters in height;
- 27 metric tons of Gross Weight

If it is necessary to exceed these dimensions, Supplier to indicate and provide the following ninety (90) days prior to actual shipment and to provide the following:

- GA Drawing;
- Packing Details;
- Certified Weight Certificate;
- Lifting Arrangement with all lifting points and COG clearly identified on all visible sides of the packing;
- Recommended Lifting Gear (required and specified for the Related Cargo);
- Method Statement of Lifting Operations;
- Recommended Transport;
- Transportation Plan (including type of container if needed – General Purpose, High Cube General Purpose, Hard Top, Open Top Container, Flat Bed, Platform, Insulated, Ventilated, Refrigerated).

** If the Container needs to be returned back to carrier / Agent – any related charges to be calculated after 20 working days from the arrival date of the container to FMC or its designated location.

6. NOTIFICATION ON WITNESS OF PACKING / LOAD OUT ACTIVITIES BY FMC REPRESENTATIVE OR NOMINATED 3RD PARTY INSPECTORS

Where required by FMC Projects that the final packing and or load out may needs to witness by FMC, Supplier to indicate twenty (20) Business Days prior the operations. Suppliers also need to inform the following to facilitate FMC or its appointed inspector's arrival to location of operation and to facilitate where required to easy access to and from location:

- Packing details;
- Date , Time and location;
- Duration required for operation;
- Access to place / factory / Port (Sponsorship);
- Visa Required (if the location is outside of Singapore);
- Facilitate a workstation with e-mail access for the required duration;
- Any other legal / customs requirement with regards inspection.

7. NOTICE OF SHIPMENT (APPLICABLE FOR ALL SEA SHIPMENT WITH THE – DDP, CFR, CIF INCOTERM)

Supplier to notify five (5) Business Days prior to ship to FMC Project Logistics on:

- Name of Carrier
- Name of Vessel
- Type of Vessel
- Age of vessel
- Port of Loading
- Port of Departure
- Date of Departure
- Stowage Plan of Cargo
- Qty of Shipment (Total no of Packages)

And upon after Departure of the Ship with the designated Cargo, Supplier to inform FMC Logistics on the above confirming (the latest) or should there be any change within forty-eight (48) hours of the Departure of Cargo

Notice of Shipment (Applicable for shipment with the *Ex-works, FCA, FAS, FOB INCOTERM*)

Supplier to notify fifteen (15) Business Days prior to FMC Project Logistics on

- Cargo Readiness Date

8. DELIVERY DOSSIER

Each shipment **must be accompanied a delivery dossier** (one (1) hard copy) with the following (but not limited to):

- Packing List
- Proforma Invoice
- Accepted Punch List
- Weight Certificates
- Certificates for Lifting Equipment (if provided)
- Transport, Handling & Preservation Instructions
- MSDS
- GA Drawings
- Transportation Drawings
- Lifting Drawings
- Fumigation Certificate
- Certificate of Compliance
- Operations , Installation and Maintenance Manual
- Digital pictures of Cargo and loading operations
- Inspection Release Note

The above to be scan and copied on to a CD. The initial copy to be send to Project Logistics via e-mail, upon approval and acceptance, the accepted copy to send via CD. The Hard copy requirements will be advised later with a minimum requirement of not more than three (3) sets. This will be specifically informed on a later stage.

APPENDIX I – PROCUREMENT REQUIREMENTS

1. INTRODUCTION

In performing procurement work, Supplier shall:

- a) Identify all Materials, equipment and fabricated packages required to complete the scope of Work including the identification and supply of related commitment and delivery dates according to the technical requirements, project schedule and related SO / PO;
- b) Source Material and/or Services from financially sound and reputable organizations with proven performance suitable to the needs of the Work;
- c) Meet all project schedule, related SO / PO and quality requirements by properly managing its procurement processes and monitoring the performance of its or its Subcontractors' Subcontractor(s);
- d) Conduct procurement activities in accordance with FMC requirements as defined in this Appendix, technical requirements and related SO / PO;
- e) Ensure that Supplier and all its Subcontractors at any tier, comply with this SAR, technical requirements and related SO / PO;
- f) Procure Materials, equipment, and Services, in a timely manner as necessary to support the project schedule and related SO / PO;
- g) Comply with all governmental laws relating to business transactions and the movement of commodities and technology across national borders.

2. ACTIVITIES

Supplier's procurement activities shall include, but not be limited to:

- a) Preparation of applicable RFQ documentation including the inclusion of all relevant technical requirements;
- b) Bidding, where applicable, and analysis of bids;
- c) Negotiations with equipment and Material Suppliers in order to achieve the best commercial and technical terms;
- d) Follow-up in the review of drawings, documents and final as-built documentation;
- e) Expediting deliveries, drawings or documentation;
- f) Assurance of Subcontractors compliance with and fulfilment of FMC information requirements as defined within the SO / PO and technical requirements;
- g) QA / QC management, auditing and inspection activities in accordance with SO / PO requirements;

| | | |
|--|---|---|
| FMC Standard Administrative Requirements for AP Region |  | PWI-1000012776 Version 02 Page: 56/61 |
|--|---|---|

- h) Packaging, preservation and transportation / logistics including all required customs clearance, import / export licenses, coordination and payment of duties and taxes except those identified as FMC responsibilities in the SO / PO.

3. SUPPLIER'S PROCUREMENT ORGANISATION

If requested, Supplier shall provide the organisation charts for its procurement organization and its Subcontractor's procurement organization:

- a) Such chart shall follow Supplier's overall organization chart and shall include the names of personnel, their roles and responsibilities for all subcontracting activities and their reporting relationship;
- b) The names of personnel, their roles and responsibilities, and their reporting relationship with Supplier's corporate, project and Work Site organisations;
- c) The names of personnel responsible for subcontracting, purchasing, expediting, transportation, packaging and preservation, maintenance preservation, spare parts, and the Work Site Materials function, including off-site purchasing, receiving, verification and warehousing as applicable to the Work.

4. EXPEDITING

Supplier shall use a criticality level assignment to Materials and Equipment to determine the expediting effort. Appropriate levels of personnel shall be assigned by Supplier to monitor and report on Supplier Group's performance during the manufacturing period. The criticality level assignment shall be reassessed periodically, but not less than once a month, to ensure timely delivery.

Supplier shall assign the criticality level for Materials and Equipment. Assignment of criticality levels are subject to review by FMC. The criticality levels shall be used to identify which category of expediting effort is required.

Supplier Group shall ensure sub-orders for critical items are placed in a timely manner to avoid delivery delays. Expediting shall also keep track of Subcontractor's delivery of related drawings and data and scheduled delivery dates.

Supplier's expediting procedures shall include, but not be limited to:

- a) Details of how Supplier shall provide expeditors, ensuring full expediting coverage for the Work, including personnel for shop expediting;
- b) Identification of Subcontractor's principal contacts and a backup who can provide accurate information about the status of the order. Supplier shall also identify a contact within the Subcontractor organization with sufficient authority to resolve any delivery problems affecting the scheduled delivery dates;
- c) Expediting Subcontractors delivery of required drawings and data, including calculations, designs, spare parts information, installation instructions, operating and maintenance manuals and "as-built" drawings;

| | | |
|--|---|--|
| FMC Standard Administrative Requirements for AP Region |  | PWI-10000127776 Version 02 Page: 57/61 |
|--|---|--|

- d) Supplier's means for timely return of comments, reviews, and approval of Subcontractors initiated drawings and data;
- e) Reporting and verification that planned production shall not be delayed because of Material shortages or delays by Subcontractors;
- f) A requirement for Supplier to inform FMC immediately with respect to any critical orders with potential delays in the delivery date. Supplier shall develop recovery plans for these orders and review the respective recovery plans with FMC before implementation. FMC will provide comment(s) within five (5) Days after receipt of Supplier's recovery plan.

5. PACKING, PRESERVATION AND TRANSPORTATION

Supplier shall be wholly responsible for the care and custody of all Materials associated with the Work. Supplier shall ensure Subcontractors comply with FMC packing, preservation and transportation requirements, as required Supplier shall also implement Subcontractors' long-term storage and preservation requirements if required.

6. SPARE PARTS

This section shall apply only if spare parts are applicable to a SO / PO in accordance with the Scope of Work.

- a) Supplier shall provide Subcontractor's recommended spare parts lists with initial Subcontractor's Material quotations. Supplier shall obtain Subcontractor:
 - Recommended capital / insurance spare parts list;
 - Commissioning / start-up spare parts list;
 - Operating spare parts list.
- b) Supplier shall coordinate with the selected Subcontractor to ensure that the above referenced lists are installed into the FMC designated website data base.
- c) Supplier shall evaluate all Subcontractor recommended spare parts lists and provide FMC with a separate recommendation on quantities required for capital / insurance spare parts, commissioning / start-up spare parts and operating spare parts.
- d) Supplier's recommendation shall align with Subcontractor' recommended commissioning, start-up, operating and maintenance requirements for the given period. FMC shall approve Supplier recommended quantities and types prior to Supplier procurement of any spare parts.
- e) Supplier shall identify spare parts for The Deliverable and other components in accordance with nomenclature below and develop a stocking guideline for the facilities consistent with the nomenclature below. The stocking guideline shall be reviewed and approved by FMC and shall be used as the basis for selection of spare parts.

This includes spare parts in the following categories:

- Capital / insurance spare parts: The selection shall be based on the Supplier's recommendations and reviewed and revised by FMC as required. Capital spares are those parts of equipment, equipment assemblies, or complete items of equipment required for replacement of items not subject to deterioration by normal use, but failure of which is critical for continued and safe operation of the equipment or plant after the start-up period (e.g. rotor bundle assembly or complete engine assembly). Supplier shall purchase capital spares as instructed by FMC. Any capital spares purchased by Supplier shall be delivered to FMC nominated destination. Transportation costs to be mutually agreed.
 - Commissioning / start-up spare parts: The selection shall be based on the Supplier's recommendations and shall be reviewed and revised by FMC as required. Start-up and commissioning spares are those parts required to prepare the Equipment for regular operation and to safeguard the operation of Equipment during storage, installation, pre-commissioning, commissioning, and start-up periods. Supplier may be responsible for the provision and delivery of all start-up and commissioning spare parts. Supplier shall submit Commissioning and start-up spare parts lists to FMC for review and approval.
 - Supplier shall provide a Two year operating spare parts list. The selection shall be based on the Supplier's recommendations and reviewed and revised by FMC as required. Two year operating spares are those parts of Equipment, equipment assemblies, or complete items of Equipment recommended and required to maintain the operation of equipment during the first two years of operation. Supplier shall prepare an electronic list of recommended two year operating spares. FMC, at its sole discretion, may instruct Supplier to procure the two year operating spares on FMC behalf. Any two year operating spares purchased by Supplier shall be delivered to FMC nominated destination. Transportation costs to be mutually agreed.
- f) Supplier shall specify that the Supplier develop and furnish lists of spare parts consistent with these names as part of Supplier's requisition and PO. Prior to Supplier's award of an Agreement for any and all such Material and equipment, Supplier shall provide the lists of spare parts consistent with these categories for FMC review. FMC shall retain the right to contact the Subcontractor directly to verify the accuracy of the spare parts lists.
- g) Supplier compiled spare parts and special tools lists shall be separated into three distinct lists as identified above:
- Address and contact for manufacturer of spare part;
 - Shipping locations and shipping costs for spare part;
 - Shelf life of the Part.
- h) Upon FMC review and approval of the three separate lists, the following procurement process shall be utilised:
- FMC shall procure all capital / insurance spare parts, testing and handling equipment, as part of the SO / PO the equipment after FMC approval;
 - Commissioning / start-up and two year operating spare parts may be procured by a separate procurement agreement with Supplier by FMC.

- i) Supplier shall include in its Compensation, its costs associated with project management, receiving, marshalling, inspection, stocking, preserving and shipping the spare parts.
- j) Supplier shall label all spare parts with a weatherproof label that should be clearly marked with large (4" tall or larger) print "SPARE PARTS" so as not to be confused with construction Material.

The label should also display the following:

- Manufacturer.
 - Manufacturer's unique part number.
 - Supplier's part number if different from above.
 - Field identifier numbers including but not limited to
 - Item tag number (to which it belongs)
 - System number
 - Subsystem number
 - Stock number
 - Description of the part
 - Expiration date for parts having a limited shelf life (if required by Supplier)
- k) Small items with the same part numbers shall be tagged and packed together in a small plastic bag or box, and the tag shall be shown on the outside of the bag or box. Spare parts shall be packaged and preserved to ensure a shelf life of at least three (3) years without any deterioration or loss of effectiveness. Supplier shall ensure spares affected by heat, humidity, dust or other detrimental weather conditions are packaged and preserved in an appropriate manner. Supplier shall provide all necessary protection for these items prior to handover to FMC.

7. SPECIAL TOOLS AND HANDLING EQUIPMENT

This section shall apply only if Special Tools and Handling Equipment are applicable to a SO / PO in accordance with the Scope of Work.

- a) Supplier shall compile the list of all-special tools and handling equipment required for the Work and shall submit such list to FMC for review. The submission shall include copies of the lists of recommended special tools and handling equipment received from the Subcontractors and shall show, as applicable, for each item:
- Manufacturer and address;
 - Contact name and telephone number;
 - Item name and part number;
 - Quantity Supplier specifies;
 - Operating instructions.
- b) A special tool register listing all tools and their Subcontractor and value shall be provided by Supplier for reordering / re-supply activities by FMC.
- c) Supplier shall ensure there is a full inventory of the special tools and handling equipment in FMC possession prior to FMC acceptance of the Supplier's Notice of Mechanical Completion.

- d) Supplier shall include in its Agreement Price, its costs associated with project management, receiving, marshalling, inspection, stocking, preserving and shipping the special tools and handling equipment. Any special tools, handling and testing equipment purchased by Supplier shall be compensated for in accordance with purchased price, supported with corresponding original invoice.
- e) Supplier shall be responsible for the receipt, marshalling, verification and delivery of the Capital / insurance spare parts to a FMC designated facility in accordance with FMC requirements as stipulated in the related SO / PO.
- f) Supplier shall label all special tools / handling equipment with a weatherproof label that should be clearly marked with large (4" tall or larger) print "SPECIAL TOOL / HANDLING EQUIPMENT" so as not to be confused with construction Material.

The label should also display the following:

- Manufacturer;
 - Manufacturer's unique part number;
 - Supplier's part number if different from above;
 - Field identifier numbers including but not limited to:
 - Item tag number (to which it belongs)
 - System number
 - Subsystem number
 - Stock number
 - Description of the part;
 - Expiration date for parts having a limited shelf life (if required by Supplier)
- g) Small items with the same part numbers shall be tagged and packed together in a small plastic bag or box, and the tag shall be shown on the outside of the bag or box. Supplier shall provide all necessary protection for these items prior to handover to FMC.

8. REPORTING REQUIREMENTS

Supplier shall provide an updated PSR on a weekly basis showing actual progress versus planned and forecast (for current period and cumulative) for all Materials requisitions, purchase orders, and material delivery up to and including receipt at the Work Site. The updated PSRs shall indicate original schedule and updated status for the following activities:

- Requisitions received from Supplier's engineering or construction functions;
- RFQs issued / Bids received;
- Award recommendations;
- Commercial commitments issued including purchase orders, LOA, LOI, etc. (showing field orders separately);
- Subcontractors "kick-off" meetings;
- Releases issued against Supplier's agreements;
- Subcontractors data indicating received, under review (By FMC and Supplier), returned to Subcontractor with comments and final;
- Key Subcontractors surveillance milestones;
- Materials delivery status including issued to/received at manufacturing/fabrication sites;
- Fabrication / manufacturing schedules for Materials;
- Location where Materials will be delivered;

-
- Local Content or Local Industry Participation procurement status;
 - Description of unresolved issues, schedule slippages and concerns with action plan to address

FMC retains the right to require Supplier to include additional schedule and status for activities other than those referenced above.