

FORM OF AGREEMENT

DRAFT CONTRACT

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This SUBCONTRACT is made on day of 2012

BETWEEN

- (1) **Malaysia Marine And Heavy Engineering Sdn. Bhd.** (Co. no. 14558-P) a company incorporated in Malaysia, whose business address is at PLO 3, Jalan Pekeliling, P.O. BOX 77, 81700 Pasir Gudang, Johor, Malaysia (hereinafter referred to as "**MMHE**"); and
- (2) [**SUBCONTRACTOR name**], (Co. No), a company incorporated in Malaysia, whose business address is at [SUBCONTRACTOR address] (hereinafter referred to as "**SUBCONTRACTOR**").

WHEREAS

- (A) MMHE is a company principally engaged in the business of engineering, fabrication and construction relating to the oil and gas industry.
- (B) MMHE requires the SUBCONTRACTOR to execute and complete the Structural works for [project name] (hereinafter called the "**WORK**") in conformity with the SUBCONTRACT.
- (C) The SUBCONTRACTOR is able and willing to carry out the WORK in accordance with the SUBCONTRACT.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this SUBCONTRACT, word and expression shall have the same meanings as respectively assigned to them in the General Conditions of Subcontract hereinafter referred to.

2. SUBCONTRACT PRICE

In consideration of the execution, completion and performance of the WORK, MMHE shall hereby covenants to pay the SUBCONTRACTOR the SUBCONTRACT PRICE of **Ringgit Malaysia** :only (**RM**.....), the breakdown of which is as specified in **Section 2 - Schedule of Compensation**, at the time and in the manner prescribed in this SUBCONTRACT.

In consideration of the payments to be made to the SUBCONTRACTOR by MMHE, the SUBCONTRACTOR hereby covenants with MMHE that the SUBCONTRACTOR will duly perform the WORK conforming to all respect with the provisions of this SUBCONTRACT.

3. ENTIRE AGREEMENT

This SUBCONTRACT shall consist of the following listed documents:

- Form of Agreement
- Section 1 – General Conditions of Subcontract
- Section 2 - Schedule for Compensation
- Section 3 – Scope of Work
- Section 4 – Health, Safety and Environment
- Section 5 – Administration Procedures
- Section 6 – Specifications, Codes, Standards and Procedures
- Section 7 – Drawings

This SUBCONTRACT sets forth the entire contract and agreement between the Parties pertaining to the WORK and supersedes all enquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the date of execution of this SUBCONTRACT, pertaining to the WORK of this SUBCONTRACT. The provisions of this SUBCONTRACT may be changed only by written agreement between the parties to this SUBCONTRACT.

The aforesaid documents shall be read and construed as part of the SUBCONTRACT and as one document. In the event of ambiguity or inconsistency in or between the sections or documents, they shall be given precedence in the order listed above.

4. TIME FOR COMPLETION

SUBCONTRACTOR shall perform the WORK strictly in accordance with the SUBCONTRACT and achieve the Completion Dates as stated in the **Appendix 1 of Section 1: Conditions of Subcontract.**

5. COMMUNICATION ADDRESSES AND FACSIMILE

The addresses and facsimile numbers of the Parties set out in the **Section 5 – Subcontract Administration Procedures.**

IN WITNESS WHEREOF the parties hereto have executed this SUBCONTRACT in their respective names and duly execute in duplicated original by their duly authorised officers the day and year above written.

For and on behalf of Malaysia Marine and Heavy Engineering Sdn. Bhd

SIGNED by)
Name:)
Title:)
Date:)

in the presence of :-)

SIGNED by)
Name:)
Title:)
Date:)

For and on behalf of [SUBCONTRACTOR Name]

SIGNED by)
Name:)
Title:)
Date:)

in the presence of :-)

SIGNED by)
Name:)
Title:)
Date:)