

Rev.: 10
1 June 2011

Petroleum Industry of Malaysia
Mutual Aid Group

NON-MEMBER USER AGREEMENT

REF: PM 040
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NON – MEMBER USER AGREEMENT

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OBJECTIVES AND SCOPE:-

The objectives of this document are to define the process and provide terms of reference and conditions for non-member of PIMMAG to call-out any oil spill response equipment or manpower to assist in the event of an oil spill.

Tariff charges, call-out procedures and forms are in the appendices.

Document Custodian		
Name	Position	Date signed:- 1 June - 2011
Capt. Chin Kon Wing	Manager, Operations & Training	Original signed

Approved by		
Name	Position	Date signed:- 1 June - 2011
Capt. Amir Murad	General Manager	Original signed

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All technical query, suggestion, interpretation, clarification, or change requests shall be addressed to the Document Custodian.

<u>REVISION REGISTER</u>		
Revision No.	Date	Details Of Revision
0	28 th February 1996	Approved PAC.
1	14 th November 1998	Updated
2	15 th March 2002	Implementation of Document Management System. Conversion of hard copies to electronic PDF format for ease of updating and dissemination to member companies.
6	7 th June 2004	Update and include Form C
7	1 st Dec 2005	Document updated
8	1 st September 2008	Telephone contacts updated
9	1 st March 2011	Exchange rate US\$1 = RM3.05
10	1 st June 2011	Exchange rate & hire rates revision

<u>DOCUMENT SECURITY CLASSIFICATION</u>	
Unclassified	Information which may be shared without restrictions, as it is unlikely to result in any harm if disclosed to outside parties.
Restricted	Information which can be freely shared with staff in PIMMAG and member companies, but not with third parties
Confidential	Information which can be shared with selected PIMMAG staff only as it could harm the interests of PIMMAG, a member company or individual if disclosed to unauthorised persons.
Very Confidential	Information which should be made available on a strict need-to-know basis only as it could cause very serious damage to the interests of PIMMAG, a member company or individual if disclosed to unauthorised persons. Storage location and list of persons authorised to access this document must be specified.

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THIS AGREEMENT is made the _____ day of _____ 201.....
BETWEEN PETROLEUM INDUSTRY OF MALAYSIA MUTUAL AID GROUP a company incorporated under the laws of Malaysia and whose registered office is at Level 46, PETRONAS Twin Tower 1, Kuala Lumpur City Centre (KLCC) 50088 Kuala Lumpur, Malaysia (hereinafter referred to as "**PIMMAG**"); **AND**

_____ a company incorporated under the laws of [_____] and whose registered office is at _____
(hereinafter referred to as "the **Non-Member User**") and **PIMMAG** and the **Member** are being hereinafter referred to singularly as "Party" and both shall be collectively referred to as "the Parties".

RECITALS

WHEREAS PIMMAG is offering Services, including the provision of Equipment, Personnel and consultative advice, in dealing with Tier 2 Oil spills at sea, coastal, inland waterways, on the shoreline or inland within a defined Area of Operations.

AND WHEREAS the **Non-Member User** is desirous of the aforesaid Services in accordance with the terms and conditions of this Agreement.

The Parties HEREBY AGREE AS FOLLOWS:-

1.0 **DEFINITIONS**

1.1 In this Agreement unless the context requires:

- (i) "Area of Operations" encompasses Malaysia, Malaysian territorial waters and the Exclusive Economic Zone;
- (ii) "Base" refers to a **PIMMAG** oil spill response centre located in Malaysia;
- (iii) "Call-Out" refers to the period of time commencing from Delivery until Return;
- (iv) "Delivery" means the handover of the custody and control of the Equipment to the **Non-Member User** ;
- (v) "Equipment" means Oil spill response equipment;

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- (vi) "Malaysian Ringgit" means the lawful currency of Malaysia in freely transferable funds;
 - (vii) "Manager" refers to the officer of **PIMMAG** bearing that title;
 - (viii) "Member" means member of **PIMMAG** as defined in the Rules and Regulations;
 - (ix) "Oil" means persistent petroleum based oil of any kind or form including, but not limited to, crude oil, heavy condensate, fuel oil, heavy diesel oil, lubricating oil and oil refuse;
 - (x) "Parties" refers to the Parties hereto, their successors in interest and permitted assignees;
 - (xi) "Personnel" refers to the employees, servants, agents and independent contractors of **PIMMAG** as well as employees, servants and agents of any Member who have been assigned or seconded to **PIMMAG** to assist **PIMMAG** in the provision of the Services.
 - (xii) "Return" refers to return of Equipment and/or Personnel called out by the **Non-Member User** to the Base of Delivery or such other place as may be agreed, and all costs incurred thereof shall be borne by the **Non-Member User**;
 - (xiii) "Services" has the meaning assigned to it in Clause 3.
 - (xiv) "Standing Instructions" refers to the documents issued by **PIMMAG** dealing with matters referred to in **Appendices A, B and C**;
 - (xv) "Tier 2" has the meaning referred to in **Appendix E**;
- 1.2 References to Clauses, Recitals and Appendices are to clauses, recitals and appendices to this Agreement.
- 1.3 Words denoting the singular number only shall include the plural number and vice versa.
- 1.4 Words denoting the masculine gender only shall include the feminine and neuter gender.

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- 1.5 References to person shall be deemed to include bodies corporate or unincorporate.
- 1.6 The Recitals to this Agreement shall be and form an integral part of this Agreement.
- 1.7 Headings in this Agreement are for convenient reference only and shall not be used to construe or interpret this Agreement.

2.0 DURATION

This Agreement is deemed to have come into force upon the receipt by **PIMMAG** of a written request from the **Non-Member User** for the Services and shall terminate on the date when all the Equipment are returned to Base or to any other location specified by **PIMMAG**.

3.0 THE SERVICES

- 3.1 **PROVIDED** that **PIMMAG's** Member shall have the first priority of use in respect of the Equipment and Personnel called out by the **Non-Member User PIMMAG** shall, upon the request of the **Non-Member User**, provide the following Services to the **Non-Member User** all in accordance with the terms of this Agreement:-
 - 3.1.1 at **PIMMAG's** discretion, the type and quantity of Equipment to be released to the **Non-Member User**. **PIMMAG** may withdraw its Equipment at its discretion;
 - 3.1.2 at **PIMMAG's** discretion, the number of Personnel to be released to the **Non-Member User**. **PIMMAG** may withdraw its Personnel at its discretion;
 - 3.1.3 to the extent the Personnel are available, assisting to operate and maintain the Equipment called-out under the direction of the **Non-Member User** who shall be fully responsible for the deployment, use, and management of the Equipment and Personnel subject to Clause 4.1;
 - 3.1.4 providing or procuring for the **Non-Member User** consultative advice on the setting up and operations of the said Equipment;

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4.0 **CONTROL OF OPERATIONS AND EQUIPMENT**

- 4.1 The **Non-Member User** shall be responsible for all matters pertaining to the control, operations and safety of Personnel at the Area of Operations;
- 4.2 Notwithstanding anything contained in this Agreement, or to be implied herein, no liability or responsibility shall be attached to **PIMMAG** for any matters arising at the Oil spill clean-up operation location.
- 4.3 During the Call-Out period of any Equipment the **Non-Member User** shall be responsible for:-
 - 4.3.1 taking all reasonable steps necessary to protect and preserve such Equipment in good condition and working order;
 - 4.3.2 keeping **PIMMAG** fully informed on the location of the Equipment, of any malfunctioning, loss or damage thereto;
 - 4.3.3 refraining from transporting, removing, deploying, using or disposing of the Equipment to an area outside the Area of Operations;
 - 4.3.4 refraining from selling, hiring, charging, encumbering or parting with the possession of the Equipment without the prior written consent of **PIMMAG**;
 - 4.3.5 taking the necessary steps to keep the Equipment free from all liens, charges, encumbrances and to prevent such Equipment becoming the property of any third parties;
 - 4.3.6 permitting **PIMMAG**, its directors and Personnel such access to the Equipment as they may reasonably request.
 - 4.3.7 obtaining and complying with the necessary permit required under any laws;
 - 4.3.8 paying all taxes and customs duties assessed against **PIMMAG** or the **Non-Member User** in connection with the Equipment provided by **PIMMAG**.

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5.0 DELIVERY

- 5.1 The Delivery of the Equipment to the **Non-Member User** shall take place at the Base or such other places where the Equipment is located during the Call-Out time.
- 5.2 The **Non-Member User** calling out the Equipment shall be responsible for the transportation and shall bear all transportation costs of such Equipment from the place where Delivery of Equipment occurs under Clause 5.1 to the operation site.
- 5.3 **PIMMAG** may, at the request of the **Non-Member User**, arrange for the transportation of the Equipment from the place where Delivery of Equipment occurs under Clause 5.1 to a place nominated by the **Non-Member User** on such terms as **PIMMAG** shall deem fit.
- 5.4 The transportation of the Equipment forthwith from the nominated place to the operation site shall be arranged by the **Non-Member User** PROVIDED THAT the **Non-Member User** shall consult and fully inform **PIMMAG** of all such arrangements.
- 5.5 Further to Clause 5.3 above, in the situation **PIMMAG** may also at User's request arrange for the Return of all the Equipment with any carrier as **PIMMAG** shall deem fit.

6.0 RETURN OF EQUIPMENT AND PERSONNEL

- 6.1 Upon termination of this Agreement or the Call-Out period involving the use of such Equipment, the **Non-Member User** shall immediately return all the Equipment to **PIMMAG**.
- 6.2 The **Non-Member User** shall fully indemnify and hold **PIMMAG** harmless from and against any liabilities for tax, customs duties, fines or penalties of whatsoever nature for which **PIMMAG** shall be or becomes liable as a result of the **Non-Member User's** failure to comply with the authorised directions and procedural requirements of applicable authorities with respect to the use of the Equipment or as a result of the **Non-Member User's** unauthorised act in selling, transferring, disposing or otherwise dealing with such Equipment.

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6.3 Subject to Clause 8.1, in the event that any of the Equipment called-out is lost or damaged otherwise than by normal wear and tear the **Non-Member User** shall:-

6.3.1 forthwith repair the damaged Equipment; or

6.3.2 forthwith replace the Equipment with a substitute acceptable to **PIMMAG**;

6.3.3 failing Clauses 6.3.1 and 6.3.2 above, forthwith pay to **PIMMAG** compensation equivalent to THREE HUNDRED PERCENT (300%) of the current market value for the purchase of the said Equipment plus all applicable tax and customs duties, and its Delivery cost to the Base all of which shall be for **Non-Member User's** account.

For this purpose "current market value" means the price payable for the purchase of a new replacement Equipment by **PIMMAG**.

6.4 In the event the **Non-Member User** has called-out the Equipment for an extended period of time which otherwise prejudice its use by the other **PIMMAG** members, **PIMMAG** has the option, upon notice to the **Non-Member User** of not less than thirty (30) days, to replace the said Equipment so Called-Out and charge the **Non-Member User** THREE HUNDRED PERCENT (300%) of the current market value of such Equipment, plus any applicable tax and customs duties and its Delivery cost to the Base. The control and custody to such Equipment Called Out shall be deemed to have passed to the **Non-Member User** from the effective date as specified in the notice from **PIMMAG** PROVIDED THAT full payment therefore has been made by the **Non-Member User**;

6.5 In the event that a Member requires the Equipment and Personnel which has been earlier called-out by the **Non-Member User** under this Agreement, the **Non-Member User** shall forthwith Return all such Equipment and Personnel; (or such part of the Equipment and Personnel as **PIMMAG** specifies in the notice) by the earliest possible means.

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7.0 HIRE CHARGES AND REIMBURSABLE COSTS

- 7.1 The hire charges and reimbursable costs shall be as notified by **PIMMAG** to the **Non-Member User**. The hire charges shall commence upon Delivery of such Equipment and Personnel and terminate only upon the Return of such Equipment and Personnel.
- 7.2 Upon the Return of the Equipment and Personnel by the **Non-Member User**, **PIMMAG** shall forthwith invoice the **Non-Member User**.
- 7.3 The **Non-Member User** shall make payments to **PIMMAG** within thirty (30) days from the date of invoice. Any late payments beyond the aforesaid period shall attract late penalty payment at the rate of one percent (1%) per month of the hire charges remain unpaid until full settlement.
- 7.4 All payments shall be made in Ringgit Malaysia.
- 7.5 The amount stated in the invoice shall be conclusive.

8.0 LIABILITIES AND INDEMNITIES

- 8.1 Notwithstanding Clause 9.1 the **Non-Member User** shall be liable for and shall indemnify and hold **PIMMAG** harmless against all loss, damage howsoever caused to the Equipment while under their control and custody.
- 8.2 The **Non-Member User**, its directors, employees, servants and agents shall be liable for and shall indemnify and hold **PIMMAG** harmless from all loss, damage, personal injury, death and claims of whatever nature suffered by the **Non-Member User** or third parties arising out of, or in connection with, the Equipment, Personnel or other support including any consultative advice provided by **PIMMAG** under the terms of this Agreement.

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9.0 **INSURANCE**

Notwithstanding Clause 8.0 headed "LIABILITIES AND INDEMNITIES":

- 9.1 the **Non-Member User** shall, while using the Equipment, Personnel and other support services obtain and maintain in full force and effect the following Insurances:-
 - 9.1.1 general Third Party Liability Insurances extended to cover pollution risks and contractual liabilities, and
 - 9.1.2 Workmen's Compensation and/or Employer's Liability Insurances covering its employees, servants and agents and/or their contractors, and
 - 9.1.3 other Insurances conform to any statutory law and/or common law where the Equipment is being used.
- 9.2 with respect to the Insurances subscribed the **Non-Member User** shall cause the foregoing:-
 - 9.2.1 to include "**PIMMAG**" as co-assureds;
 - 9.2.2 to waive Insurer's rights of subrogation against **PIMMAG**;
 - 9.2.3 to incorporate a cross liability clause wherever applicable;
 - 9.2.4 shall furnish **PIMMAG** copies of the aforesaid Insurances together with evidence of premiums paid thereof.
- 9.3 Without prejudice to Clause 8 **PIMMAG** shall procure and maintain an "All Risks" Insurance Policy on the Equipment called-out. The **Non-Member User** using the Equipment shall be co-assured under the said Insurance and will be required to reimburse **PIMMAG** the actual insurance cost incurred by **PIMMAG** for the duration the Equipment is called-out by the **Non-Member User** plus ten percent (10%) administrative expenses. The existence or performance of **PIMMAG**'s obligations to procure such "All Risk" Insurance Policy shall not in any way whatsoever limit the operation of Clause 8.1.
- 9.4 If, in the opinion of the **Non-Member User**, the "All Risks" Insurance is inadequate and/or there remain uninsured risks the **Non-Member User** shall, at its own expense, obtain additional

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insurance coverage for the respective inadequacies and/or uninsured risks.

- 9.5 All deductibles, exception and exclusions applicable to the "All Risks" Insurance, including any breach of conditions and/or warranties contained therein, shall be for the account of the **Non-Member User**.

10.0 **BANK GUARANTEE**

- 10.1 The **Non-Member User** shall provide **PIMMAG** an irrevocable and unconditional bank guarantee payable on demand to **PIMMAG** in a form as referred to in **Appendix D** from a local Malaysian bank acceptable to **PIMMAG** prior to the release of the Equipment to the **User**. The value of the bank guarantee shall be notified by **PIMMAG** in writing.
- 10.2 Failure by the **Non-Member User** to provide **PIMMAG** with the bank guarantee within the time stipulated in the request, or to provide appropriate extension of the bank guarantee if requested by **PIMMAG**, shall allow **PIMMAG** the right to terminate this Agreement or to draw out from existing guarantees in which event **PIMMAG** shall not be liable in any way for costs, damages or any other losses suffered by the **Non-Member User**.
- 10.3 **PIMMAG** may call upon the bank guarantee in the event the **Non-Member User** breaches any of the terms of this Agreement or fails to perform or adhere to any of its obligations stated hereunder provided that the **Non-Member User** is given seven (7) days notice to remedy the breach or to perform or adhere to its obligations.

11.0 **TERMINATION OR SUSPENSION**

- 11.1 Notwithstanding anything to the contrary, express or implied elsewhere herein, **PIMMAG** may, without prejudice to its other rights, at its sole discretion, either terminate this Agreement forthwith or suspend any of the provisions of its Services under this Agreement until further notice upon notifying the **Non-Member User** either orally, confirming such notification subsequently in writing, or by notice in writing in the event that:-

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11.1.1 a liquidator, other than for the purpose of amalgamation or reconstruction, trustee in bankruptcy, receiver or manager is appointed in respect of the assets and/or undertaking of the **Non-Member User** or the **Non-Member User** enters into agreement or composition with its creditors, or any similar appointment, arrangement or composition is made under any applicable law, or if **PIMMAG** has reason to anticipate any such appointment, arrangement or composition; or

11.1.2 the **Non-Member User** fails to make any payment due to **PIMMAG** under this Agreement by the due date or commits any breach of this Agreement and fails to make such payment or remedy such breach within thirty (30) days of being advised by **PIMMAG** that such payment is due and has not been made or such breach has been committed; or

11.1.3 the Services at the Base cease to be available to **PIMMAG** for reasons beyond the reasonable control of **PIMMAG**;

11.2 In the event that the provisions of the Services are terminated or suspended by **PIMMAG** pursuant to the aforesaid Clause 11.1.1 or 11.1.2, the **Non-Member User** shall reimburse **PIMMAG** all direct costs and expenses incurred by **PIMMAG** consequent to such termination or suspension upon demand in writing made by **PIMMAG** on the **Non-Member User**.

11.3 Upon any termination of this Agreement the **Non-Member User** shall immediately return all Equipment hired and release Personnel provided to the **Non-Member User** and all provisions of this Agreement relating to such Equipment and Personnel shall be deemed to remain in force until the **Non-Member User** shall have fully performed all its obligations hereunder in respect of such Equipment or Personnel.

12.0 **SURVIVAL**

The provisions of Clauses 8 and 11 shall survive notwithstanding the termination or expiry of this Agreement.

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13.0 **ASSIGNMENT AND DELEGATION**

13.1 Neither Party shall transfer nor assign its rights or obligations under this Agreement without the prior written consent of the other Party. Unless otherwise specified in such consent, the Party assigning shall remain jointly and severally liable with the Party being assigned the obligations for the performance of the terms and conditions of this Agreement.

13.2 Notwithstanding Clause 14.1, **PIMMAG** otherwise shall have the right to arrange for all, or any, of its obligations to be performed, in whole or in part, by an independent contractor.

14.0 **FORCE MAJEURE**

No failure or omission by either Party to carry out or observe any of the terms or conditions of this Agreement shall, except in relation to obligations to make payments hereunder be deemed to be a breach of this Agreement if such failure or omission arises from Force Majeure which is defined to mean "any cause reasonably beyond the control of that Party".

15.0 **COMMUNICATION BY AUTHORISED PERSONS**

The **Non-Member User** shall provide **PIMMAG** the names of such authorised persons to communicate with **PIMMAG** for the Services under this Agreement.

16.0 **NOTICES**

Subject as otherwise provided in this Agreement, all notices, demands or other communications required or permitted to be given or made shall be in writing and may be delivered personally or sent by prepaid registered post (including express courier) or by facsimile message (and confirmed in writing) addressed to the intended recipient at its registered address or its telex or facsimile number as set out below (or to such other address or facsimile number as any Party may, from time to time, notify the other).

Any such notice, demand or communication shall be deemed to have been duly served:

- (a) if personally served, when served;
- (b) if transmitted by facsimile, on the working day after the said transmission on the machine; and
- (c) if served by normal mail or express courier, the time when it would have been received in ordinary course of such mail or courier.

The Parties hereto may change its desired notifying address by notice given to the other Party in the manner set forth:

For **PIMMAG**: The General Manager,
 PIMMAG, Level 5
 Menara Dayabumi
 Jln Sultan Hishamuddin
 50050 Kuala Lumpur, Malaysia.
 Tel. No: 03-2783 6997
 Fax. No: 03-2783 6992

For the **Non-Member USER**:

Tel. No: _____
 Fax. No: _____

17.0 GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed by the laws of Malaysia and the Parties hereby submit to the jurisdiction of the Malaysian Courts.

18.0 WAIVER

18.1 No waiver by either Party to any provisions of this Agreement is binding unless expressly made and confirmed in writing save that the Appendices may be revised from time to time by **PIMMAG** and notified to the **Non-Member User** in writing.

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18.2 The failure of any Party to insist on the strict performance to any provisions of this Agreement or the failure to exercise any right, power or remedy any breach hereof shall not be construed a waiver of any provision of this Agreement or limit that Party's right thereafter to enforce the said provisions or exercise any right arising hereunder.

19.0 **SEVERABILITY**

The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the validity or enforceability of the remainder.

20.0 **INDEPENDENT CONTRACTOR**

For the purpose of this Agreement and all Services provided hereunder, the relationship between **PIMMAG** and the User shall be that of an independent contractor and in no circumstances shall be construed as that of an agent or servant of **PIMMAG**.

21.0 **MISCELLANEOUS**

21.1 This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, contracts and covenants between the Parties with respect thereto.

21.2 The Parties shall execute and do all such acts and things as may be necessary to give effect to this Agreement.

21.3 The amendments to this Agreement shall not be effective unless agreed to in writing and executed by the Parties.

21.4 The **Non-Member User** shall bear the stamp duty (if any) in respect of this Agreement.

21.5 The **Non-Member User** shall not make any public statements, representations, or commitments of any kind or unilaterally initiate any actions binding upon **PIMMAG** except where authorised by **PIMMAG**.

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22.0 **SERVICE TAX**

All service tax, where applicable, shall be borne by the Non-Member User.

23.0 **APPENDICES**

In construing this Agreement, the Appendices hereto form part of the Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall unless otherwise stated (or unless the context otherwise requires) include such Appendices.

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IN WITNESS WHEREOF THIS AGREEMENT is executed in duplicate as of the day first above written each party retaining one copy.

FOR AND ON BEHALF OF PIMMAG

By :

Name :

Designation :

Witness :

Name :

FOR AND ON BEHALF OF NON-MEMBER

By :

Name :

Designation :

Witness :

Name :

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NON-MEMBER CALL-OUT PROCEDURE

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APPENDIX A

NOTIFICATION

CALL FOR ASSISTANCE IN A NON-MEMBER OIL SPILL RESPONSE IS CATEGORISED AS FOLLOWS:

- A. GOVERNMENT AGENCIES** : Department of Environment
Port Authorrities
Marine Department, etc
- B.. OTHERS** : Tankers, bulk carriers of foreign origin
and shipping agent, etc

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(i)

1. **When an oil spill occurs which may require a TIER 2 response from PIMMAG, contact the Department of Environment, Bilik Kawalan (refer Non-Member Call-Out Procedures for telephone contact).**

2. **Please provide the following information :-**
 - (a) Company name / local agent.
 - (b) Name of caller, designation and authorised person if different from the caller.
 - (c) Location and volume of spill, date and time.
 - (d) Source of the spill and its movement.
 - (e) Complete **FORM B** listing types of OSR Equipment and Personnel required.
 - (f) State approximate duration of Call-Out period.
(Form to be signed by authorised personnel)

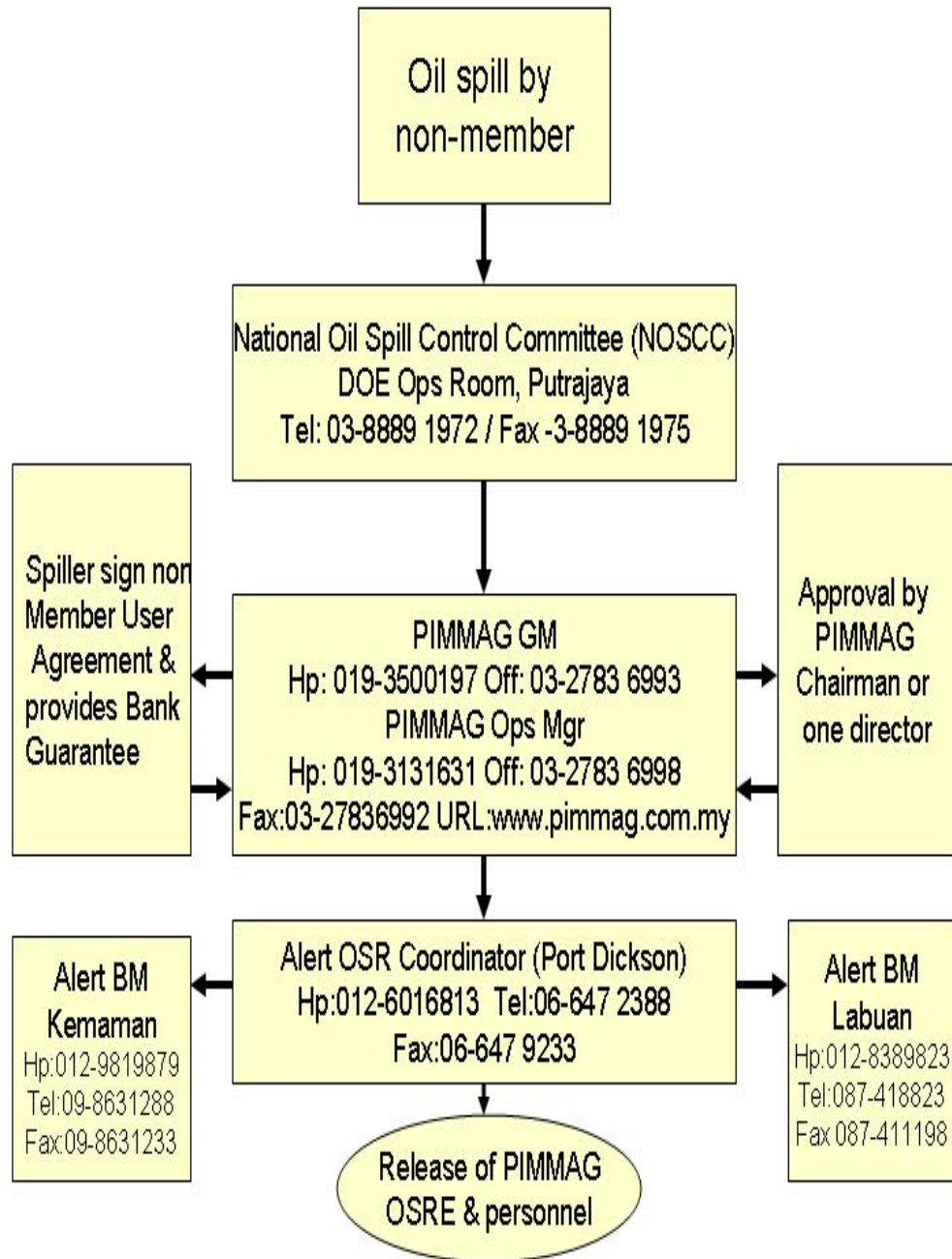
3. **Once FORM B is completed, it must be returned to PIMMAG immediately. You will receive from PIMMAG :-**
 - (a) Confirmed list of Equipment and / or Personnel OR notification that Equipment and / or Personnel are not available.
 - (b) Amount of bank guarantee for the Call-Out period.
 - (c) Cost to insure the Equipment and Personnel.
 - (d) Hire charges of Equipment and / or Personnel.

4. **Release of equipment / personnel are subjected to :-**
 - (a) Your written agreement on 3 items (b), (c) and (d).
 - (b) Approval of PIMMAG Chairman of Board of Directors or any Director of PIMMAG Board.
 - (c) Signing of the Non-Member User Agreement.

(ii)

APPENDIX B

FLOWCHART FOR PIMMAG NON-MEMBER CALLOUT PROCEDURE



APPENDIX C

FORM B

(PIMMAG CALL-OUT PROCEDURE – MOBILISATION FORM OT2.02 01-07-05)

REQUEST FOR PIMMAG OSR EQUIPMENT TO BE MOBILISED

TO: PIMMAG MANAGER **FAX#: 03-2783 6992 (OFFICE)**

CC: 1) Oil spill Co-ordinator (Port Dickson) **FAX#: 06-647 9233**
2) PIMMAG OSR BASE NEAREST TO SPILL **FAX#: Kemaman : 09 – 863 1233**
Labuan : 087 – 411 198

I AM REQUESTING FOR PIMMAG OSR RESOURCES TO BE MOBILISED WITH IMMEDIATE EFFECT. I WILL / WILL NOT REQUIRE PIMMAG TO ARRANGE FOR LAND / SEA / AIR TRANSPORT (please delete if not applicable).

SITE OF SPILL: _____

OFF-LOAD POINT _____

(SEA PORT) _____

	TYPE OF EQUIPMENT REQUIRED AND MANPOWER	UNITS
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
	(use separate sheet, if required)	

I, UNDERTAKE TO ABIDE BY ALL TERMS AND CONDITIONS AS STIPULATED IN THE PIMMAG MEMBER USER AGREEMENT.

SIGNATURE: _____ **DATE:** _____ **TIME:** _____
AUTHORISED PERSONNEL

NAME: _____

COMPANY: _____

TEL.NO.: _____ **FAX NO.:** _____

Mobilisation Approved: _____ **DATE:** _____ **TIME:** _____
PIMMAG General Manager

FORM C

(PIMMAG CALL-OUT PROCEDURE – TERMINATION FORM OT2.03 01-07-05)

NOTIFICATION TO PIMMAG ON STAND-DOWN OF MANPOWER & EQUIPMENT

TO: PIMMAG MANAGER **FAX#: 03-2783 6992 (OFFICE)**

CC: 1) Oil spill Co-ordinator (Port Dickson) **FAX#: 06-647 9233**
2) PIMMAG OSR BASE NEAREST TO SPILL **FAX#: Kemaman : 09 – 863 1233**
LABUAN : 087 – 411 198

FROM : (AUTHORISED PERSONNEL)	FAX NO :	
COMPANY:		
DATE :	TIME :	

<p>SUBJECT: TERMINATION MESSAGE</p> <p>The oil spill response is officially terminated at Date :..... Time:.....</p> <p>All activities related to the oil spill response and clean-up should now cease immediately and normal operations resume.</p> <p>Please ensure that all manpower and equipment mobilised as part of the response be stood down.</p> <p>Please acknowledge receipt of message by phone or return fax to the undersigned</p> <p>Thank you,</p> <p>AUTHORISED PERSONNEL</p>
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PIMMAG Received: _____ DATE: _____ TIME: _____
GM / OM

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APPENDIX D

BANK GUARANTEE

TO : **PETROLEUM INDUSTRY OF MALAYSIA MUTUAL AID GROUP (PIMMAG)**, a company incorporated under the Companies Act, 1965 and having its registered office at the LEVEL 46, TOWER 1, PETRONAS TWIN TOWERS, KUALA LUMPUR CITY CENTRE, 50088 KUALA LUMPUR, MALAYSIA (hereinafter referred to as "**PIMMAG**")

WHEREAS

PIMMAG is offering Services, including the provisions of Equipment, Personnel and consultative advice in respect of Tier 2 oil spills at sea, coastal, inland waterways, on the shoreline or inland within a defined Area of Operations.

AND
WHEREAS

.....

(hereinafter referred to as "the User") is desirous of the aforesaid Services in accordance with the Agreement entered into on the day of201 (hereinafter referred to as "the Agreement")

By Clause 10.0 of the said Agreement the User shall provide **PIMMAG** an irrevocable and unconditional bank guarantee (hereinafter referred to as "the Guarantee") payable on demand to **PIMMAG** from a local bank acceptable to **PIMMAG**.

Pursuant to the aforesaid Clause :

.....

(hereinafter referred to as "the GUARANTOR) hereby irrevocably and unconditionally guarantee and undertake to **PIMMAG** as follows :-

1. If the User shall in any respect and manner whatsoever breach any terms or conditions of the Agreement, the GUARANTOR shall forthwith to pay to **PIMMAG** on first demand, without proof or conditions, the sum of RINGGIT MALAYISA:.....:..... within fourteen (14) days

after receipt of said demand notwithstanding otherwise of any contestation or protest from the User or any third party.

2. The GUARANTOR shall not be discharged or released from any Guarantee by any arrangement otherwise made between the User and **PIMMAG**, with or without the consent of the GUARANTOR, or by any alteration in the obligations undertaken by the User or by any forbearance, whether as to payment time, performance or otherwise, or by any change in the name of constitution of **PIMMAG** or the User.
3. This Guarantee is a continuing security and accordingly shall remain valid until three (3) months after the expiry or earlier termination of the Agreement, whichever is earlier.
4. Notwithstanding the above, this Guarantee shall expire on the of 201 Claims by **PIMMAG**, if any, must be received by us within 30 days from the said expiry date failing which the GUARANTOR's liabilities are deemed fully discharged.
5. The GUARANTOR agrees that this Guarantee is given regardless or whether or not the sum outstanding occasioned by the loss, damage, costs, expenses or otherwise incurred by **PIMMAG** is recoverable by legal action or arbitration.

IN WITNESS WHEREOF this Guarantee has been duly executed by the GUARANTOR on the of201

Signature :

.....
 For (GUARANTOR)

Name :

.....

Position :

.....

Date :

.....

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APPENDIX E

DEFINITION OF TIER 2

Response from industry OSR capability available within a designated geographical area. Capable of responding to medium size spills anywhere within the designated geographical area of operations.

Mobilisation time to site depends on site location but will typically be possible within 12 to 24 hours. For large spills it may be necessary to call on capability available from other areas within Malaysia.

Mobilisation time from other areas to site depends on site location but will typically be possible within 24 to 48 hours.

(note that not more than 50% of the OSR capability should be moved outside of its designated geographical operational area.)

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Effective 1st June 2011

APPENDIX F

PIMMAG OSR EQUIPMENT / PERSONNEL HIRE CHARGES FOR NON-MEMBERS (IN-USE RATES) w.e.f. 1st June 2011			
	DESCRIPTION	UNIT	US\$/Unit/day
1	BOOM		
1.1	Ocean Sentinel (Hoyle)	150 mtr section	2000
1.2	Coastal Boom	50 mtr section	270
1.3	Sea Sentinel	50 mtr section	325
1.4	Beach Guardian	150 mtr section	380
1.5	Vikoma Hi-sprint	100 mtr section	2700
1.6	Troilboom Concave	60 mtr section	880
1.7	GT Baltic Boom 1200 (new bot Feb 2002)	300 mtr	2000
1.8	Fence Boom	50 mtr section	100
1.9	Wing Boom	50 mtr section	100
2	BOOM ANCILLARY EQUIPMENT		
2.1	Boom Deployment Component - air blower & water pump, hoses, connectors etc	per one set of each	145
2.2	Troil Boom Recovery Machine	per one set of each	180
3	OIL RECOVERY EQUIPMENT		
3.1	RO-MOP 290 (2x30m x 300mm rope + power pack & transfer pump) Mop rope to be replaced after use. (new bot Feb 2002)	one set	340
3.2	Beach vacuum skimmer c/w (powerpack, hopper, HP water pump)	one set	300
3.3	Foilex TDS 200 c/w power pack/hoses	one set	720
3.4	T-12 DISC c/w power pack/hoses	one set	240
3.5	Delta Head Skimmer c/w suction pump & hoses	one set	120
3.6	Transfer pump	one set	450
3.7	NOTIL Boom + net	one set (PM)	300
4	BOAT - DISPERSANT SPRAYER		
4.1	VIKOSPRAY 4000 (2 x 15m arm, 100 lit/min)	one set	560
4.2	VIKOSPRAY 2 (2 x 6m arm, 80 lit/min)	one set	200
4.3	AFEDO Sprayer T100	one pair nozzles	70
5	STORAGE		
5.1	PETROBOOM TST 30005	one set	400
5.2	FASTANK (2000 gallon)	one set	160
5.3	UNITOR OIL BAG (500 M3)	one set	4800
5.4	Crucial Towable Bladder (2000 gallon)	one set	560
5.5	Flexi-Dam (2000 gallon)	one set	110

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5.6	IBC tank (1000 litre)	per unit SALE	150
5.7	INTEX pool 3m x 2m	per unit SALE	280
5.8	HDPE drum 40 litre open top	per unit SALE	15
5.9	HDPE drum 200 litre	per unit SALE	30
6 SORBENT			
6.1	Sorbent pads	bale	RC + 20%
6.2	Sorbent booms	bale	RC + 20%
6.3	Polyprop bags (for waste collection)	unit	RC + 20%
6.4	Jumbo polyprop bags (for waste collection)	unit	RC + 20%
7 DISPERSANT			
7.1	COREXIT 9527	200 litre drum	RC + 20%
7.2	COREXIT 7664	200 litre drum	RC + 20%
7.3	SHELL VDC	200 litre drum	RC + 20%
7.4	SLICKGONE NS	200 litre drum	RC + 20%
8 HELIBUCKET DISPERSANT SPRAYER			
		one set	450
9 LOGISTICS (excluding fuel and crew)			
9.1	AGRO MAGNUM 4W - all terrain vehicle	one unit	950
9.2	Crane truck (5 ton)	one unit	200
9.3	4 WD vehicle	one unit	150
9.4	Saloon car 2 litre	one unit	80
9.5	Motor -bike for SCAT survey	one unit (PM)	20
9.5	Rescue boat (rigid hull) with 60hp outboard	one unit (PM)	150
10 HEAVY DUTY TRANSFER PUMP			
		one unit	960
11 ANCILLARY EQUIPMENT			
11.1	HP jet washers		160
11.2	Air blower + accessories	one set	160
11.3	Small Danforth anchor(30kg) + accessories	per set of 6 pcs	80
	e.g. ropes, chains, marker buoys etc		
11.4	Personnel decontamination set (pool, tent, IBC & jet spray)	one set	100
11.5	Portable twin floodlight & generator (2000W)	one set	100
11.6	Forward Command Post (whiteboard, charts, tables, chairs, laptop c/w INTERNET, printer, fax, LCD projector + screen)	one set	100
11.7	Canopy tent 3m x 5m	one set	20

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12	PERSONNEL		
12.1	Manager / Supervisor	per person / 8 hr day	950
12.2	Technician / Operator	per person / 8 hr day	800
	<i>(if 24hr work, 3 x 8hr shifts required)</i>	or part thereof	
	13 REIMBURSABLE COSTS		
13.1	Transportation, accommodation		Actual cost
	14 EQUIPMENT STANDBY RATES		
	<i>Equipment Standby rates are 50% of the in-use rates.</i>		
	15 TERMS & CONDITIONS APPLY		
	1. PIMMAG's charges are for personnel and equipment delivered out from base until redelivered back to base.		
	2. The above charges exclude transportation and crane hire.		
	3. Rehabilitation of equipment. The costs of cleaning & rehabilitation will be invoiced once completed and will include materials, services and manpower costs.		
	4. Exchange rate of US\$1.00 = RM3.00 is to be used for above (1 st June 2011)		
	5. Spiller's representative is to confirm with PIMMAG's site supervisor the number of personnel and equipment used and on stand-by, at the end of each working day.		
	6. Quantity of consumables used e.g. dispersants and sorbents, are to be confirmed by Spiller's representative at the end of each working day.		
	7. Late payment beyond 30 days after receipt of invoice shall incur 1% interest per month		
	8. RC = reimbursable costs		
	9. PM = available in Peninsular Malaysia only		