Purchase Order NPCL11413

Release Date	18-Nov-26
Revision No	0
Total Amount (excl. Tax)	209,870.00
Currency	MXN

Supplier
Petrointelligence, S.A.S. de C.V.
11676
Lego Andromaco 53, Ampla
AMLIACION, MIGUEL HIDALGO
MEXICO
Alejandro Montufer Helu Jimenez
+52 527715662672
amontufarhelu@petrointelligence.com

Sold To
NFE Pacifico LAP, S. de R.L. de C.V.
Av. Presidente Masaryk #111
Piso 3 Oficina C
Col Polanco V Secc
11560 MIGUEL HIDALGO, CIUDAD DE MEXICO
MEXICO

Bill To
Av. Presidente Masaryk #111 Piso 3 Oficina C
, Polanco V Sección
11560 CIUDAD DE MÉXICO, CMX
MEXICO

Ship To
Puerto Comercial de Pichilingue
23010 LA PAZ, BAJA CALIFORNIA SUR, MX
MEXICO

Payment Terms	Shipping Terms	FOB	Shipping Method	Confirm To
Immediate		None		Omar Fayed/ ofayed@newfortressenergy.com

Line	No	Item	Unit Of Measure	Quantity	Unit Price	Amount Line	Location Address	TAX	Expected Delivery Date
1						**209,870.00**			
1	1			0		209,870.00	Puerto Comercial de Pichilingue, La Paz, Baja California Sur, 23010		

Elaboración de diagnóstico regulatorio y evaluación técnico-económica de las alternativas aplicables a la operación de las tres estaciones de regasificación de NFE en BCS.
Propuesta 2
LaPaz Regas FY26 - HSSEQ - Inspections - PP | Third Party Opinion - Nom-001-Secre 2026 & CCI | Third Party Opinion - Nom-001-Secre 2026

ORDERS ARE EXPRESSLY SUBJECT TO CONTRACTOR'S ACCEPTANCE OF NEW FORTRESS ENERGY'S TERMS AND CONDITIONS SHOWN BELOW UNLESS, CONTRACTOR & NFE HAVE AGREED TO SPECIAL T&CS WHICH SUPERSEDES THE BELOW.

Special executed T&C can be retrieved from Supplier Portal: https://fa-exiu-saasfaprod1.fa.ocs.oraclecloud.com . Use your system credentials to login in and after successful login, follow below steps:

1. Go to tab, 'Supplier Portal' and click 'Supplier Portal' menu box
2. On left-hand side Task area, find 'Company Profile' in the bottom left corner> Click 'Manage Profile'
3. On tab 'Organization Details', find field 'Attachments'> locate the Terms and Condition file document

Terms And Conditions

ORDERS ARE EXPRESSLY SUBJECT TO CONTRACTOR'S ACCEPTANCE OF NEW FORTRESS ENERGY'S TERMS AND CONDITIONS SHOWN BELOW. CONTRACTOR'S PERFORMANCE WILL BE DEEMED ACCEPTANCE OF THESE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS IN FORMS PROVIDED BY CONTRACTOR WILL BE DEEMED OBJECTED TO AND OF NO EFFECT.

NEW FORTRESS ENERGY CONTRACTOR TERMS AND CONDITIONS

1. DEFINITIONS. The term "Agreement" shall mean the agreement, work order or purchase order to which these terms and conditions are attached, including any work orders, purchase orders or change orders issued by NFE under such agreement, work order or purchase order. "NFE" shall mean the New Fortress Energy entity identified in the Agreement and its successors and assigns. The term "Contractor" shall mean the counterparty to NFE under the Agreement, acting in the capacity of an independent contractor. The term "Work" shall mean any and all services and/or materials furnished under the Agreement, including, in the case of materials, any furnished equipment, tools, machines, components, instruments, devices and appliances, whether fully assembled or not.

2. ACCEPTANCE: Contractor has read and understands the terms and conditions contained herein and agrees that Contractor's commencement of any Work shall constitute Contractor's acceptance of these terms and conditions.

3. NEW FORTRESS ENERGY'S REQUIREMENTS. Contractor agrees to comply with all applicable laws, regulations, NFE specifications, policies and procedures while performing the Work, including without limitation safety and security policies communicated to Contractor, NFE's Code of Business Conduct, https://ir.newfortressenergy.com/static-files/b6b2635e-01ab-4e43-bb9c-e811332cb9ff and NFE's Third Party Guidelines https://ir.newfortressenergy.com/static-files/0d00fd53-c4a9-4ac6-93d6-8b3cb7b1c9ae.

4. SHIPPING AND DELIVERY. All materials furnished in connection with the Agreement shall be delivered to the address listed on the applicable Agreement. Contractor shall provide NFE with prior written notice of all shipments containing the date, routing, purchase order number and such other information as NFE may request, and shall deliver to NFE all applicable documents of title to enable NFE to receive, hold and use the materials shipped. NFE may, from time to time, change, in writing, delivery instructions or direct that shipments or Work shall be temporarily suspended. All Work shall be adequately protected from damage in shipping, if applicable. Any storage or demurrage charges accruing because of delinquency in furnishing shipping documents to NFE will be charged to Contractor. Risk of loss shall remain on Contractor until delivery and final acceptance of the entire Work.

5. PERFORMANCE. Time is of the essence for performance and completion of the Work by any milestone set forth herein and by the completion date, if any, specified in the Agreement. NFE reserves the right at any time to make changes to the scope of the Work. Unless expressly agreed to by NFE in the Agreement, there are no volume commitments or requirements with respect to the Work. Where Work is to be installed in, fitted to, attached to, or in any manner integrated with, the work of other contractors, Contractor shall cooperate with other contractors, and shall coordinate performance of Work with other contractors, in accordance with NFE's schedule and to NFE's satisfaction. Contractor shall protect the Work and other property from damage caused by performance of the Work. Contractor shall replace or repair Work or property damaged by or through Contractor at its own expense.

6. INSPECTION AND ACCEPTANCE. All Work shall be subject to inspection and testing by or through NFE at all times and places including during the manufacture of any portion thereof. Any approval of submittals or acceptance of Work must be made in writing by NFE to be effective.

7. OWNERSHIP OF WORK. NFE and Contractor each acknowledge that in the event performance of Work results in the discovery, creation or development of inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product"), and whether or not the Work is considered works made for hire or an employment to invent, all Work Product shall be and remain the sole property of NFE, and NFE shall have all copyright and patent rights with respect to any Work Product without regard to the origin of the Work Product. Contractor further agrees that neither Contractor or Contractor's employees, nor any party claiming through Contractor or Contractor's employees, will, other than in the performance of the Work, make use of or disclose to others any proprietary information relating to the Work Product.

8. PAYMENT. Unless other payment terms are set forth in the Agreement, NFE shall pay Contractor after all Work has been completed and accepted by NFE and Contractor has invoiced NFE for the Work. NFE shall pay all undisputed invoices within forty five (45) days from receipt of invoice. NFE shall not be liable for payment of any invoices that are not submitted within ninety (90) days from the date of Work has been completed and accepted by NFE.

9. COSTS, FEES AND TAXES. The price set forth in the Agreement (the "Price") includes all costs, overhead and profit related to the Work and to the obligations to be fulfilled under the Agreement, including all fees and costs incurred by Contractor to conduct business in the place of performance of the Work. Unless expressly stated otherwise in the Agreement, the Price shall include all sales, use and similar taxes imposed by any governmental authority with respect to the Work.

10. WARRANTIES. Without limitation of any other warranties, express or implied, Contractor hereby warrants to NFE that: (a) all Work shall strictly conform to NFE's requirements, the plans, specifications, shop drawings, samples, models, and other descriptions and data furnished and approved in accordance with the terms of the Agreement; (b) all materials and equipment, tools, machines, components, instruments, devices, appliance shall be new (unless expressly stated otherwise in the Agreement), merchantable, free from defects in design, material and workmanship and fit and sufficient for the purpose intended; (c) all Work shall be of first-class quality; (d) all labor and services shall be performed in a professional, competent and workmanlike manner with the highest degree of professional skill and care; (e) Contractor has full right, power and authority to, and shall, sell, transfer and deliver all Work free and clear of any lien, encumbrance, right or claim of others; and (f) the furnishing of Work, and the production, sale or use thereof, does not and will not infringe on any patent, copyright, trademark or similar right. Contractor shall promptly repair and/or replace any faulty or defective Work discovered within two (2) years from the date of final payment, at its own expense. If any Work furnished shall carry a manufacturer's warranty, Contractor shall deliver such manufacturer's warranty in favor of NFE as an additional condition precedent to final payment.

11. FAILURE OF PERFORMANCE AND REMEDIES. A failure or refusal by Contractor to perform or observe any of Contractor's agreements, under takings, warranties or other obligations under the Agreement shall be a default under and a cause for cancellation of the Agreement by NFE at any time upon delivering electronic, written, telegraphic, or facsimile notice to Contractor. In the event of cancellation for cause, NFE shall have no further obligations hereunder and Contractor shall promptly refund NFE any prepaid fees for any Work that was not performed by Contractor and delivered and accepted by NFE. NFE shall have the right to seek all remedies available at law or in equity, including injunctive relief, and Contractor shall immediately discontinue the Work.

12. INDEMNITY. Contractor shall protect, defend, indemnify and hold harmless NFE, its parents, affiliates, and subsidiaries, at all tiers, any lender for any of them, and their partners, insurers, sureties, employees, officers, directors, shareholders, representatives, agents, servants, and all persons acting for any of them, from and against any and all claims, losses, damages, liabilities, fines, penal ties, costs and expenses (including reasonable attorneys' fees) directly or indirectly arising out of or resulting from: (a) Contractor's refusal or failure to perform or observe any of Contractor's agreements, undertakings, warranties or obligations referenced herein, including, without limitation, the delivery, furnishing or utilization of any non-conforming Work; and/or (b) any injury or death to any person or damage to any property in any manner arising out of, or incident to, or claimed to arise out of, or to be incident to, the performance required under the Agreement. In no event shall NFE be liable to Contractor for any claim whatsoever, whether such claim is based in contract, tort, common law, statute or otherwise, in an amount to exceed the amount NFE paid Contractor pursuant to the Agreement for the twelve (12) months preceding the date of any such claim. Notwithstanding any other provision contained herein or in the Agreement, in no event shall NFE or its affiliates be liable to the Contractor for any kind of loss, whether punitive, indirect, exemplary, special, incidental, or consequential losses or damages, whether or not foreseeable, and any kind of loss of actual or anticipated profits or revenue, downtime costs, business interruption, increased costs, replacement costs and loss or anticipated loss by reason of shutdown or delay, loss or anticipated loss of use of equipment or facilities, loss or anticipated loss of or other impact on any contract or business relationship or opportunity, loss or anticipated loss of raw materials, production (including off-spec production and cost of replacement production) or intermediate product streams, loss or payment of interest on borrowed or invested funds, loss of credit and any other loss or damage of a similar nature, whether considered by Applicable Law to be direct, punitive, indirect, exemplary, special, incidental, or consequential and whether or not foreseeable, in each case, howsoever arising ("Consequential Damages"), and Contractor waives and shall Indemnify NFE and its affiliates from all liability for any such Consequential Damages.

13. INSURANCE AND PERMITS. Contractor shall, before commencing Work and at its own expense, obtain insurance with limits and coverage set forth below and shall furnish to NFE: (a) certificates of insurance indicating such insurance coverage and (b) all certificates, permits and/or licenses required for performance of Contractor's obligations under the Agreement. The furnishing of the insurance required hereunder shall in no way relieve or limit Contractor from any liability, responsibility or obligation imposed on Contractor or any of its subcontractors, sub-subcontractors and/or material suppliers.

A. Required insurance coverage during the entire term of the Agreement shall include:

i. Commercial general liability insurance with minimum limits of US$5,000,000 per occurrence and covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

ii. Automobile liability insurance with minimum limits of US$1,000,000 each accident covering liability arising out of any auto (including owned, hired, and non- owned autos).

iii. Statutory workers' compensation insurance as required by applicable law and employer's liability insurance with minimum limits of US$100,000 each accident.

iv. Any additional coverage required under the Agreement.

B. NFE shall be added as an additional insured in such policies as required above, which shall contain standard cross liability clauses, and if necessary, Contractor shall cause such policies to be endorsed to provide contractual liability coverage covering the Agreement as an insured contract. Such policies as required above shall be endorsed to waive any right of subrogation against NFE. All policies above shall be primary without right of contribution from any insurance carried by NFE and shall require that NFE be given not less than thirty (30) days prior written notice of cancellation or any material change therein. All insurance required hereunder shall be with companies and on forms acceptable to NFE and shall provide that the coverage may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to NFE. Certificates shall indicate all applicable deductibles or retentions.

14. CONFIDENTIALITY. Each party, on behalf of itself and its employees, acknowledges that much, if not all, of the material and information related to the other party, its suppliers or its affiliates which has or will come into the receiving party's possession or know ledge in connection with the performance of the Agreement consists of confidential and proprietary data of the disclosing party, its suppliers and its affiliates (collectively, "Confidential Information"), disclosure of which or use by third parties would be damaging to the disclosing party. Each party, on behalf of itself and its employees, agrees to hold such Confidential Information in strictest confidence and agrees not to release such information to any employee unless such employee has a need for such knowledge. Each party, on behalf of itself and its employees, further agrees not to make use of Confidential Information for its own benefit or for the benefit of any third parties, other than for the performance of the Work, and not to release or disclose it to any other party either during the term of the Agreement or after the termination of the Agreement. In the event of any breach of this confidentiality obligation, each party acknowledges that the disclosing party may have no adequate remedy at law, since the harm caused by such a breach may not be easily measured and compensated for in the form of damages, and that the disclosing party may seek equitable relief.

15. FORCE MAJEURE. Neither party shall be liable for delays or any failure to perform under the Agreement due to causes or any event which is reasonably unforeseen or insurmountable or outside the control of the Party which seeks to rely on such event and which renders such Party unable, wholly or in part, to comply with any one or more of its obligations herein or under the Agreement. Such events include, but shall not be limited to, the outbreak of war, hostilities, blockade, revolution, insurrections, civil commotion, riots, general, national or nationwide strikes or other labor disturbances that directly affect the Works, sabotage, lockouts, epidemics, pandemics, import or export embargoes, acts of a governmental entity or authority, Acts of God (including but not limited to earthquakes, tidal waves, or typhoons, hurricanes, windstorms, lightning or other abnormal weather conditions which prevent performance of obligations for at least three (3) consecutive Business Days), fire, explosions, or any other event or circumstance which the Parties are not reasonably able to prevent or foresee. For the avoidance of doubt, an event of force majeure shall in no event include any changes in general economic conditions such as inflation; interest rates; economic downturn or other factors of general application; labor disruptions or strikes that are specific to the Contractor or do not directly affect the Work.

16. ASSIGNMENT AND SUBCONTRACTING. Any assignment by Contractor of any of its rights or obligations under the Agreement without prior written consent (which shall not be unreasonably withheld) of the other party shall be null, void and without force or effect, provided that

NFE shall have the right to assign the Agreement to its affiliates without prior consent of the Contractor. Contractor shall not subcontract the Work or any portion thereof without the prior written consent of NFE.

17. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS. The Agreement shall be construed per the laws of the state of New York without giving effect to conflict of laws principles thereof. Contractor hereby consents and submits to the jurisdiction of the state and federal courts located in the Borough of Manhattan in the city of New York, NY. Contractor (and the Work) shall comply with all applicable national, state, and local laws and with all applicable rules, regulations and orders issued thereunder, including without limitation all hiring and contracting laws. Contractor shall furnish NFE with such certificates of compliance with all applicable laws, ordinances, rules, regulations, and orders as NFE may from time to time reasonably request. Contractor shall bear the expense of compliance with all applicable laws.

18. DISPUTE RESOLUTION. If Contractor and NFE, acting in good faith, are unable to settle a dispute under the Agreement within thirty (30) days after written notice of such dispute from the Party claiming such dispute, the Parties agree to submit the matter to arbitration to be resolved
pursuant to the Commercial Dispute Resolution Procedures of the American Arbitration Association, using one (1) arbitrator, and with such arbitration proceedings shall take place in Borough of Manhattan in the city of New York, NY. The state and federal courts located in Borough of Manhattan in the city of New York, NY shall be the exclusive forum for enforcing this arbitration clause and reviewing and enforcing the arbitration award. The prevailing Party to any arbitration and/or other proceedings shall be reimbursed by the other Party for its costs and fees, including reasonable attorneys' fees and expert witness fees within thirty (30) days after receipt of invoice from prevailing Party.

19. NO WAIVER; MODIFICATIONS AND SEVERABILITY. The failure of either party at any time to require performance by the other party of any provision of the Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of the Agreement be taken or held to be a waiver of any further breach of the same provision. The terms and conditions of the Agreement, and any attachments thereto signed by the parties, constitute the entire agreement between the parties, and any modification of the Agreement shall be in writing and signed by both parties. It is expressly understood by Contractor that no substitutions or excess quantities of materials or increase in the price of any portion of the Work will be allowed without the prior written consent of NFE. The receipt by NFE of any quotation form, sales confirmation or other document from Contractor shall not, in the absence of a written acknowledgment by NFE expressly agreeing to the same, change in any manner or add to the terms and conditions of the Agreement. If any one provision of the Agreement is determined by a court of competent jurisdiction to be in violation of applicable law, such provision shall be of no force and effect to the extent of such violation without otherwise invalidating the other terms of the Agreement.

20. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. Contractor and NFE both affirmatively state that they are equal opportunity employers and recognize the commitment of the other in this area. Contractor shall, and shall cause its subcontractors (if any) to, abide by the requirements of 41 CFR Part 60-1-.4(a)60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require the covered prime contractors and subcontractors to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation gender identity, national origin, protected veteran status or disability. Failure to abide by this paragraph will be treated as a breach of the terms of the Agreement.

21. ANTI-BRIBERY AND ANTI-CORRUPTION LAWS. Notwithstanding the foregoing, the Parties hereby represent and warrant to each other that it and its officers, directors, shareholders, principals, members, managers, employees, contractors, and agents, have complied with and will to comply with all laws and regulations applicable to its products and/or services provided under this Agreement and all other laws, rules and regulations applicable to their business and this Agreement, including, but not limited to, the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act, the Organization of Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, Improbity Law No. 8,429/92, Law No. 12,846/2013, and/or similar applicable domestic or international laws not listed herein. The Parties further represent and warrant to each other that it and its officers, directors, shareholders, principals, members, managers, employees, contractors, and agents has have not given, paid, offered, promised to give or pay, or authorized giving or paying, and will not offer, give, pay, promise to give or authorize giving or paying, directly or indirectly, any money or anything else of value to any government official, political party, political official or candidate for political office in connection with its activities hereunder

22. EXPORT CONTROL LAWS. Each Party agrees to abide by all applicable export control laws, rules, and regulations, including those with respect to the United States and any country to which products, services, or technologies are being provided, and including, without limitation, those applicable to re-export, and when a license is required by such laws, rules, or regulations for any product, service, or technology obtained under this Agreement, each Party shall apply for the applicable licenses as required. Each Party further agrees that it shall not export or re-export any product or technical data obtained under any agreement or document with the other Party, or the product of such technical data, to any country, person, or entity within any country, that is restricted or sanctioned under the proper export control authority of the United States or other applicable jurisdiction under this Agreement. The exporting Party agrees to indemnify the other for any fines, penalties, claims, losses, damages, costs (including attorney's fees), expenses, and liabilities that may arise as a result of a Party's breach of this provision.