



ONE (1) DECOMMISSIONED GE MODEL MS-7000 (7EA) 60HZ. DUAL FUEL GAS TURBINE GENERATOR SET

(Available For Immediate Sale)

Ref. Item No. Seller~GT2F-0419

CTG Power Systems Intl., LLC is offering for one (1) GE MS-7000 Heavy-Duty Gas Turbine (7EA) 81 MW nominal with water injection and inlet flogging system consisting of the following basic scope of supply:

SPECIFICATIONS:

- One (1) GE Model MS-7000 Gas Turbine - Mfg. 1999
- Dual Fuel (Natural Gas and Liquid No. 2 Diesel)
- Base Rated 81,730 KW / Peak Rated 89,490 KW
- Heat Rate at ISO:10,480 Btu/kWh
- RPM: 3600 rpm / CCW rotation
- Liquid Fuel Pump and Supply System
- GE Air Cooled generator, 104000 KVA, 13.8 kV, 3 Phase 0.9 power factor, 2-pole, 4425 Amps, 300V Exciter Volts, Field Amps: 874, 3600 RPM
- Enclosure: Outdoor Housing

HISTORY:

- May 2003, 8,858- FFH, 1,295- FS
- May 2009, 13,641- FFH, 2,243- FS
- HGP 16,000- FFH, 1,200-FS / Major 32,000-FFH, 2,400-FS
- May 2019- Generator Rewind / AVR upgrade
- Hours Since Last Overhaul: Approx. 2,719Hours
- Status: Still Installed in Place

PHOTOS:





COMMERCIAL TERMS:

- Terms: Customer dismantles and removes. Seller can provide these services at cost plus 10%.
- Delivery Terms: Available for immediate delivery, subject to prior sale.
- Price: \$2,550,000.00 USA
- Warranty: As Is/Where Is
- Payment Terms: 50% of the total value should be prepaid by T/T upon signing contract. Balance of 50% at least 10 days prior to removal. All deposits non-refundable.
- Quotation Validity: Seller quotations are valid for 30 days.
- Remarks: All quotations, contracts, and orders are subject to Seller's General Terms and Conditions.

For more information contact:

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STANDARD CONDITIONS FOR THE SALE OF "AS IS/WHERE IS" EQUIPMENT AND SERVICES BY CTG

1. INTRODUCTION

1.1 In these Terms and Conditions "CTG" means **CTG POWER SYSTEMS INTNL., LLC** and any of its family of affiliate and subsidiary companies and the "Customer" means any person, firm or body offering to buy goods (the "Goods") and/or services (the "Services") from CTG. "Customer's Goods" means goods supplied by the Customer to CTG.

1.2 Unless otherwise agreed in writing by an authorized representative of CTG, these conditions constitute the only conditions upon which CTG is willing to supply Goods and/or Services.

1.3 These conditions shall prevail over any terms and/or conditions in the Customer's order or any other document or communication issued by the Customer or implied by trade usage, custom, practice or course of dealing except where specifically agreed in writing to by an authorized representative of CTG. Any purported provision to the contrary is hereby excluded or extinguished.

1.4 THE CUSTOMER'S ATTENTION IS DRAWN PARTICULARLY TO CONDITIONS 6.1, 8.2, 8.3, 9 AND 10 WHICH EXCLUDE OR LIMIT THE COMPANY'S LIABILITY.

2. QUOTATIONS AND ACCEPTANCE OF ORDER

2.1 Any order given by the Customer in respect of a quotation or estimate by CTG, shall not be binding on CTG until accepted in writing by it.

2.2 CTG price lists, estimates and budgetary quotations or proposals do not constitute offers made by CTG and, in any event, CTG may at its absolute discretion refuse to accept any order. The acceptance by CTG of each separate order shall constitute a separate contract between CTG and the Customer.

2.3 Budgetary Quotations or Proposals given by CTG shall be valid for 30 days only. CTG reserves the right to withdraw or revise the same without notice to the Customer. Only orders and invoices against Firm Quotations or Proposals will be accepted by CTG.

2.4 Any Customer's Goods required by CTG to fulfill an order for Goods and/or Services shall be delivered at the Customer's expense to an agreed facility of CTG together with all relevant up to date information pertaining thereto requested by CTG.

2.5 If during the provision of Services, it becomes apparent that additional work such as added options or upgrades not initially agreed to be provided by CTG is necessary, CTG shall submit a formal quotation for such work. Acceptance of such quotation in writing by the Customer will constitute compliance with Condition 2.1. If the Customer does not require the additional work to be undertaken, CTG may invoice with respect to the Services completed and reassemble and package the Goods including any Customer's Goods for delivery to the Customer.

3. PRICE

3.1 Except where otherwise specified, all prices are net and subject, where applicable, to the addition of VAT at the applicable rate and, in the case of export sales to the Customer, any applicable customs, import and export and similar duties, and all prices are exclusive of transportation and insurance.

3.2 CTG shall have the right, subject to reasonable prior notice, to vary the prices quoted in the event of any increase in the cost of materials and/or labor and/or increase in customs, import or export duties.

3.3 If any variation or suspension of the work caused by the Customer's instructions or lack of instructions occurs CTG shall be entitled to adjust the price to reflect any additional costs incurred by CTG and to adjust delivery dates or schedules.

3.4 Where CTG provides Services, the Customer shall bear the cost of any testing of the Customer's Goods, components or equipment that is necessary.



3.5 CTG may invoice the Customer for any work reasonably carried out on the Customer's Goods necessary to prepare an estimate for supply of Goods and/or Services plus the cost of preserving the Customer's Goods while the Customer considers any quotation issued by CTG, in each instance regardless of whether the Customer subsequently places an order for any Goods and/or Services.

4. PAYMENT

4.1 CTG shall be entitled to receive payment in full (without any right of set-off, deduction, counterclaim or withholding whatsoever) in the currency of the invoice on presentation to the Customer of an invoice for Goods supplied and/or Services completed on delivery to the customer of the Goods or the Customer's Goods concerned, or in the case of part delivery, on each delivery as if it were a separate order or contract. Unless otherwise agreed by CTG in writing, all payments shall be paid to CTG's as pursuant to the following bank wire information:

All invoices are to be paid via bank wire transfer upon presentation of invoice. Payments will be made via electronic bank wire transfer to CTG's account according to its instructions.

As a condition of supplying Goods and/or Services, or further Goods and/or Services, CTG may require payment on account or in advance. Such payment in advance shall be treated as security for completion of the transaction to which it relates and may be retained by CTG if the Customer fails to pay the price in full or fails to take delivery otherwise than as a result of CTG's default. Time for payment of sums due to CTG shall be of the essence.

4.2 Irrespective of any other remedies available to CTG, CTG shall be entitled to receive interest on any sum owed by the Customer from the date that sum was due to be paid. Such interest shall accrue and be calculated on a daily basis both before and after any decree or judgment at the option of CTG the rate of 2.0 % above the Bank of America Minimum Lending Rate or such maximum rate of interest permitted under law until the date on which it is actually paid and shall be compounded monthly.

5. DELIVERY

5.1 Any quoted delivery or completion date is CTG's best estimate and not a contractual commitment. CTG fulfills its obligation to deliver when it makes the Goods available to the Customer or the Customer's agent for collection at CTG's premises. At the request of the Customer and at the Customer's expense, CTG will arrange for the carriage of Goods to a location other than CTG's premises, but CTG shall have no liability for any loss or damage to the Goods while in transit nor for any act or omission (negligent or otherwise) of any third party in connection with such carriage. Where CTG facilitates the transportation it will, at its option, credit the cost of the relevant Goods and/or Services or repair or replace the Goods if there is any loss or damage during transportation resulting solely from CTG's negligence.

5.2 Risk in the Goods shall pass to the Customer upon delivery to the Customer at CTG's premises or immediately upon payment of the balance of the purchase.

5.3 If the Customer fails to take delivery of any Goods within seven (7) business days of CTG giving written notice that they are ready for shipment or collection, CTG shall be entitled, at its sole discretion, to store such Goods at the Customer's expense and/or to resell all or any part of such Goods without prejudice to any other right or remedy of CTG.

5.4 Where delivery of Goods to the Customer is to be by installment, each installment shall constitute a separate contract. Any defect or failure in delivery of one or more installments shall not entitle the Customer to cancel any other installment.

6. CUSTOMER'S PROPERTY

6.1 Any property, including without limitation the Customer's Goods, of the Customer placed in CTG's possession shall be held and handled entirely at the Customer's risk without any liability on the part of CTG for any loss or damage unless caused by an act or omission of CTG done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of either an employee or agent of CTG, CTG shall be liable only if he or she was acting within the scope of his or her employment or agency (as the case may be).

6.2 The Customer authorizes CTG to disassemble and inspect any of the Customer's Goods supplied to CTG for the purposes of providing to the Customer or issuing a quote for any Goods and Services. Risk in any Goods and/or Customer's Goods shall



remain with CTG until delivery to the Customer under Condition 5. CTG shall comply, at the Customer's expense, with any instructions of the Customer accepted by the CTG regarding the disposal of unserviceable Customer's Goods. In the absence of such instructions, and unless otherwise agreed, CTG shall not be liable in any manner whatsoever to return to the Customer or account for any of the Customer's Goods CTG reasonably deems to be unserviceable.

6.3 CTG shall be entitled to a general as well as a special or particular lien or right of retention on any of the Goods or the Customer's Goods (including, without limitation, any components or engine records) in CTG's possession for all amounts whatsoever and howsoever due from the Customer to CTG, even though possession of such Goods or Customer Goods may have been relinquished by CTG from time to time. Unless informed otherwise, CTG shall be entitled to assume that the Customer is entitled to subject such Goods or Customer Goods to CTG's lien or retention. CTG may seek to recover from the Customer all the costs and expenses of exercising its lien or right of retention including (without limitation) storage charges.

6.4 If any amount due from the Customer is outstanding for more than 30 days after written demand for payment being made by CTG, CTG may sell on such terms and at such price as it considers reasonable any of the Goods or Customer's Goods in its possession. The Customer shall give CTG such assistance, including the delivery of any relevant documents, for the purpose of completing such sale. CTG shall apply the proceeds of sale firstly in payment of all costs and expenses incurred by the CTG in connection with the sale, including (without limitation) storage, management time, legal and other professional costs and charges and secondly in total or partial satisfaction of such amount owed by the Customer. If any shortfall arises, the Customer shall pay such shortfall on demand. If a surplus arises, CTG shall pay such excess to the Customer. A certificate from CTG's Managing Director will be deemed to be conclusive between the Parties as to the disbursement of the proceeds of any sale.

7. PASSING OF TITLE TO PROPERTY

7.1 Title to the Goods supplied (whether on their own or with or as part of performance of Services and whether separate and identifiable or incorporated in or mixed with other goods) by CTG to the Customer shall remain with CTG until full payment has been received by CTG of any and all sums due and outstanding by the Customer to the CTG at the time of delivery in terms of Condition 5 whereupon the Customer shall take the Goods with full title guarantee and if possession of any Goods has been given to the Customer before title has passed, the Customer shall hold such Goods as trustee for CTG, and shall store them in such a way as to enable them to be identifiable as property of CTG and not encumber them in any way until full payment has been made.

7.2 While acting as trustee of any Goods on behalf of CTG, the Customer shall on demand immediately notify CTG of the whereabouts of the Goods and give CTG, its employees and agents free access to them.

7.3 If CTG gives the Customer written notice that CTG has reasonable grounds for believing that any of the events set out in Condition 11 below has occurred or is about to occur, or that the Customer is in breach of any of the terms of an agreement incorporating these Conditions or if CTG considers with reasonable cause that the Goods may be in jeopardy, the Customer's authority to possess the Goods of which it is trustee shall automatically end and all such Goods and any other property of CTG shall be immediately re-delivered to CTG or surrendered to CTG.

7.4 As trustor of the Goods, CTG, either acting itself or through any agent, shall be entitled to enter upon or into any land, buildings, vehicle, ship or aircraft where the Goods or part of them are situated or reasonably thought to be situated and may re-take possession of them at any time. If the Goods have been fitted to or fixed to an engine, ship, aircraft, generator or other equipment of the Customer, CTG shall have the right to take possession of such engine, ship, aircraft, generator or other equipment until the Goods have been detached. To the extent permitted in law, CTG's title in the Goods shall not be affected by any stipulation or rule of law that the Goods become part of an engine, ship, aircraft, generator or other equipment.

7.5 In the case of parts or components being removed or replaced by CTG in the performance of Services, such parts or components shall become the property of CTG to the extent that they are replaced by CTG.

8. WARRANTY

8.1 Unless listed in the Notes and Exceptions herein, all Goods and Services are sold "**AS IS/WHERE IS**" without warranty against any defects.



8.2 The company will have no liability beyond the terms of the warranty set out in this Condition.

8.3 Insofar as it is reasonable and applicable to do so, CTG will assign to the Customer the benefit of any assignable warranties which have been given to CTG by any manufacturer or refurbisher of Goods or sub-contractor of CTG. Upon reasonable request and at the Customer's sole expense, CTG shall give notice to any such other party of any such assignment, and shall give the Customer reasonable assistance, at the Customer's sole expense, in enforcing any rights of the Customer thus arising. CTG will use all reasonable legal and contractual measures (at the Customer's expense) to enforce and utilize any third-party warranties that are not assignable but which remain valid and existing after the Goods are delivered to the Customer.

9. LIMITATION OF LIABILITY AND INDEMNITY

9.1 Excepted as provided in conditions 6.2 and 8, CTG shall have no liability to the Customer for any damages or losses (indirect or direct) or Consequential Loss resulting from defects in design, materials, or workmanship or statement of opinion or from any act or default of CTG (whether negligent or otherwise) or the manufacturer unless caused intentionally or recklessly by the CTG.

9.3 CTG's aggregate liability to the Customer whether for negligence, tort, delict, quasidelict, under quasi-contract or breach of contract, misrepresentation or under warranty in terms of clause 8 or otherwise shall in no circumstances exceed the invoiced value of the Goods and/or Services which give rise to such liability in respect of any occurrence or series of occurrences.

9.4 The Customer will indemnify CTG, its employees, agents, sub-contractors and associated companies against all damages, losses, costs, claims or expenses (including reasonable legal fees) for any liability of such parties towards a third party arising out of or in connection with any Goods or Services supplied by CTG or Customer's Goods sold by CTG under Conditions 6.3 and 6.4.

9.5 Neither Party shall be liable for one to the other for Consequential Loss arising out of the performance, defective performance or non-performance of this contract. The Parties agree to exclude Consequential Loss to the maximum extent possible by law. In these Conditions, the expression "Consequential Loss" shall mean indirect losses and/or loss of production loss of product, loss of use and loss of revenue, profit or anticipated profit.

10. EXCUSABLE DELAY

10.1 CTG shall not be liable for the loss, damage or otherwise as a direct or indirect result of the failure to perform or delay in performing any of its obligations or be in breach of an agreement with the Customer as a result of the occurrence of any circumstance or event beyond its control, including, without limitation, failure to receive or delay in receipt of the Customer's Goods, acts of God, fire, flood, storm, civil disturbance, explosion, power failure or reduction of power supplies, acts, orders or requirements of any governmental or regulatory body, lack or shortage of materials or parts, inability to procure or delay in procuring equipment and materials from its normal suppliers, mechanical breakdown or strike, lock-out or labor dispute, and the action or inaction of any government or other competent authority or the refusal of any license, certificate or permission.

10.2 If CTG cannot complete any Services or supply any Goods for any such reasons as is mentioned in Condition for a period of 30 days, each party's obligations to the other will terminate on written notice of either party and CTG shall be paid in proportion to the amount of completed Goods and/or Services delivered and, once paid, shall deliver any Customer's Goods in its possession to the Customer.

10.3 CTG shall as soon as reasonably practicable give the Customer notice of any such event as is mentioned in Condition 10.1 which causes CTG to be unable to fulfil its obligations on time or at all. This Condition 10 shall not apply to the Customer's payment obligations.

11. FINANCIAL CONDITION OF CUSTOMER

11.1 If the events in (a) to (e) listed below occur, all sums outstanding to CTG shall become immediately due and payable and CTG may elect to proceed with the performance of contracts subsisting with the Customer or to treat such contracts as discharged. In the case of the latter, the Customer shall remain liable to indemnify the CTG against all costs incurred by CTG in connection with such contracts until their discharge:

(a) The Customer breaches any of its obligations to CTG; or,



(b) the Customer wrongfully stops payment of any debt or is deemed to be unable to pay its debts; or,

(c) a receiver, liquidator, trustee, or similar officer is appointed over the whole or any substantial part of the Customer's undertaking, property or assets or if a petition is presented for the appointment of an administrator of the Customer; or,

(d) the security of any of the Customer's secured obligations is enforced or any distress, execution, sequestration or other process is levied or enforced on or taken out against the Customer; or,

(e) the Customer enters into or offers to enter into any arrangements or composition for the benefit of its creditors; or,

(f) provisions equivalent to (c), (d) or (e) in any other system of law or jurisdiction apply to the Customer.

11.2 If a contract for Services or Goods is terminated under Condition 11.1, the Customer shall pay CTG in proportion to the quantity of Services (and other ordered work) completed and/or Goods supplied or ready for delivery in terms of condition 5 at the time of termination together with the cost of all reassembly and packing work necessary to put the Customer's Goods (and other property) in a condition suitable for delivery to the Customer. In each instance CTG may retain the Customer's Goods pending payment of all of the Customer's invoices in full.

12. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

12.1 The Customer warrants that any design or instructions furnished by it shall not cause CTG to infringe any letters patent or other intellectual property right.

12.2 The sale of any Goods does not convey to the Customer any license or right to use any of the CTG's intellectual property which might form part of such Goods except to the extent that it is actually embodied in the Goods.

12.3 Any information received by one Party from the other shall be treated as confidential by the receiving Party and shall not be divulged by the receiving Party, its servants or agents to any person, firm or corporation (always excepting its own servants and agents but only to the extent necessary and subject to the same restrictions), except where authorized in writing by the Party providing such information.

12.4 The obligations of confidentiality expressed in Clause 12.3 above shall not apply to information, which:

- i. Was in the public domain other than through a breach of this clause; or
- ii. Was in the possession of the receiving Party prior to being so obtained; or
- iii. Was obtained from an independent third party which had full rights of disclosure; or
- iv. Was independently developed by the receiving Party; or
- v. Requires to be disclosed to any government authority or court of law having the legal right to enforce such disclosure.

13. GENERALLY

13.1 CTG shall be entitled to sub-contract performance of the whole or part of any agreement governed by these Conditions without prior notice to or the consent of the Customer.

13.2 If any part of any provision of these Conditions or any agreement governed by these Conditions shall be invalid or unenforceable, the remainder of such provision and all other provisions of these Conditions or any agreement governed by these Conditions shall remain valid and enforceable to the fullest extent permitted by law.

13.3 No amendment or variation of these Conditions or any agreement governed by these Conditions shall be effective unless it is made or confirmed in a written document signed by an authorized representative of CTG.

13.4 Any release, delay or waiver by CTG in favor of the Customer of any (or part of any) of its rights, power or privileges under these Conditions or any agreement governed by these Conditions shall only be binding if it is given in writing. Any binding release, delay or waiver shall:



13.4.1 be confined to the specific circumstances in which it is given;

13.4.2 not affect any other enforcement of the same right or the enforcement of any other right by or against any of the parties; and

13.4.3 be revocable at any time in writing.

13.5 Excepting Condition 13.1, neither Party may assign, novate or subcontract any of its rights or duties without the prior written consent of the other.

13.6 Headings are included for convenience only and shall not affect the interpretation or construction of these Conditions. In these Conditions, unless the context requires otherwise, references to a statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same and any subordinate legislation in force under the same from time to time; the masculine, feminine or neuter gender includes the other gender, references to the singular includes the plural (vice versa) and any reference to persons includes firms, corporations and unincorporated associations.

13.7 Insofar as it is possible to do so, the provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded from any contract for sale of goods between CTG and the Customer.

13.8 Conditions 3.5, 4, 5.2, 5.3, 5.4, 6, 7, 8, 9, 11, 12, 13.2, 13.6, 13.7, 13.8 and 14 shall continue to have effect notwithstanding the termination of any contract between CTG and the Customer which is subject to these Conditions.

14. LAW AND JURISDICTION

14.1 These Conditions and any agreement between CTG and the Customer to which these Conditions apply shall be governed by and construed in accordance with Florida state and United States Federal Law.

14.2 The parties agree that only the state of Florida courts and those of the federal judicial system as administered by the in the US District Court for the Middle District of Florida shall have exclusive jurisdiction to adjudicate in any dispute which arises out of or in relation to the foregoing Conditions.

15. EXPORT CONTROL

All sales hereunder of U.S.-origin goods and related technical data (including Software) shall at all times be subject to the export control laws and regulations of the U.S. Government and any amendments thereof. The Buyer hereby agrees that it shall not, except as said laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise, of U.S. origin goods and technical data (including computer Software), or the direct product thereof, supplied by the Seller hereunder. The obligations of the Parties to comply with all applicable export control laws and regulations shall survive any termination, or discharge of any other Contract obligations.

16. COMPLIANCE WITH LAWS, CODES AND STANDARDS

The Contract Price is based on the engineering and manufacture of the Equipment in accordance with the Seller's design criteria, manufacturing processes and procedures and quality assurance programs, so as to comply with:

16.1 those portions of the codes and standards identified in Attachment 1 which the Seller has deemed applicable to the Equipment ("Codes and Standards"),

16.2 the applicable national Laws of the country where the relevant Equipment is manufactured ("National Laws"),

16.3 Not Used

16.4 those local Laws which have been identified in Attachment 1 ("Local Laws"), and

16.5 those state Laws which have been identified in Attachment 1 ("State Laws").



16.6 If no Local or State Laws are set forth in Attachment 1 and agreed to by Seller, the Equipment shall not incorporate any consideration of such Local or State Laws. All transactions hereunder shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations of the U.S. Government and any amendments thereof. Buyer and Seller hereby agree that Buyer or Seller shall not, except as said laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise, of U.S. origin goods or technical data (including computer software,) or the direct product thereof, furnished by Seller hereunder, other than in and to the ultimate country of destination specified on Buyer's order and/or declared as the country of ultimate destination on Seller's invoice.

16.7 Notwithstanding any other provisions herein, Buyer shall be responsible for timely obtaining any required authorization, such as a work permit or any other governmental authorization, even though any such authorization may be applied for by Seller. Buyer and Seller shall provide each other reasonable assistance in obtaining required authorizations. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller. Unless Buyer shall comply with all codes, laws, rules and regulations applicable to the performance of the Contract, including ensuring that the Equipment selected by Buyer is and remains in compliance therewith.

16.8 Seller acknowledges that, in connection with the performance of the Contract, the import and customs laws and regulations of the country in which the Site is located apply to the furnishing and shipment of the Equipment.

16.9 Seller shall not comply with any law, regulation or requirement which would subject Seller to criminal or civil penalties or loss of tax benefits under any federal, state or local law or regulation of the U.S.A., and the execution of the Contract does not constitute the furnishing of, or an agreement to furnish, any information which would subject Seller to any of the above-mentioned penalties or loss of tax benefits.

16.10 The Equipment provided hereunder shall be considered a "commercial item" as defined in FAR PART 2, 2.101 Definitions.

16.11 Proper Business Practices:

Each Party represents, warrants, and covenants that, it has complied with, will comply with, and will cause its affiliates and representatives to fully comply with the following in connection with the project:

16.11.1 not pay, promise to pay, or authorize payments of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Contract, the Project Contract or the transactions contemplated by this Contract;

16.11.2 the Improper Payment Laws, which means all laws, rules and/or regulations (including international treaties and conventions) regarding anti-bribery or kick-backs, illegal payments and gratuities and/or similar practices including Foreign Corrupt Practices Act of 1977-FCPA, the UK Bribery Act 2010, and any applicable international conventions of similar effect, including the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions and legislation implementing any such convention, and any other applicable anti-bribery laws and/or their equivalents in US or Virgin Islands law, all as enacted or amended from time to time;

16.11.3 all charitable and social contributions in relation to the project on behalf any Party must be limited to those contributions approved in writing by both Parties in advance;

16.11.4 the United Nations Universal Declaration of Human Rights, including the following obligations: (i) to respect human rights of its employees and others in their business operations and their activities for the Project; (ii) not to employ workers younger than sixteen (16) years of age or below the applicable minimum age, whichever is higher; or (iii) not to use forced, prison or indentured labor, or workers subject to any form of compulsion or coercion, or to engage in or abet trafficking in persons; and not develop any business with or engage in making any offer, payment, promise, or gift of any value to any representative or official to obtain an improper advantage in securing or retaining business or induces such official or representative to misuse his/her official position in order to obtain preferential legislation or favorable regulation which is prohibited by the Department of State or Office of Foreign Assets Control (OFAC) of the Treasury Department of the United States.