

Except for RELY UPON INFORMATION, CONTRACTOR shall bear the risk of all events, actions and circumstances, whether natural or caused by man, which may affect the performance by CONTRACTOR of its obligations under this AGREEMENT, subject only to those express provisions of this AGREEMENT which relieve CONTRACTOR of any such risk. CONTRACTOR hereby warrants that, prior to entering into this AGREEMENT, it has made such enquiries as it considered necessary to assess the risks to be borne by it hereunder or otherwise in the performance of the WORK. CONTRACTOR shall bear such risks notwithstanding that they could not have been discovered by it in the course of such enquires. The risks which shall be borne by CONTRACTOR include those which may arise from:

- (a) The nature and location of the SITE and surroundings and any other working areas and their surroundings, whether on land or at sea, including their geological characteristics and surface and subsurface conditions; based upon the RELY UPON INFORMATION.
- (b) The characteristics and behaviour of any sea, ocean, lake or river, and the beds thereof, in, under or near which the WORK may be situated and/or conducted;
- (c) Weather conditions affecting any part of the CONTRACTOR'S activities including the transportation of GOODS;
- (d) The CONSTRUCTION EQUIPMENT and other resources which will be necessary for the performance of CONTRACTOR'S obligations under this AGREEMENT;
- (e) The availability of labour, equipment, parts, consumables, procurement items, fuel, water, electric power and other utilities and the like;
- (f) The availability of construction camp facilities and/or resources, whether new or provided by a THIRD PARTY;
- (g) The APPLICABLE LAWS and the need for any permits, approvals, licences and/or other applicable authorisations;
- (h) Local customs and practice, including the customs and practices of the local labour force and of all SUBCONTRACTORS and of any GOVERNMENTAL AUTHORITY;
- (i) Crime, including theft and vandalism;
- (j) Subject to ARTICLE 14.5 all taxes, imposts, duties, withholding taxes, tariffs, levies, charges or other duties or assessments; and
- (k) Delays by GOVERNMENTAL AUTHORITIES in issuing permits, licenses and/or authorisations required by CONTRACTOR for the WORK

The occurrence or effects of any risk borne by CONTRACTOR pursuant to this AGREEMENT shall not relieve it of any liability, duty, obligation or responsibility under this AGREEMENT and CONTRACTOR shall not by reason thereof become entitled to any cost, SCHEDULE or other relief under this AGREEMENT.

Without prejudice to the generality of this ARTICLE 5.1, upon the discovery of any archaeological relics at the SITE, CONTRACTOR shall: immediately notify COMPANY and the relevant GOVERNMENTAL AUTHORITY in writing; cease the WORK in the vicinity of such archaeological relics; act in relation to such archaeological relics in accordance with APPLICABLE LAWS; and shall not resume the WORK so affected without the express written authorisation of the relevant GOVERNMENTAL AUTHORITY.