ภาคผนวก ข.1

เงื่อนไขสัญญาจ้างผู้รับจ้างหรือผู้รับเหมาให้ปฏิบัติ
ตามแผนปฏิบัติการด้านสิ่งแวดล้อม และด้านความปลอดภัย

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Dated 13th December 2016

1. KUWAIT PETROLEUM AVIATION (THAILAND) LIMITED

2. FOSTER WHEELER (THAILAND) LIMITED

Standard Terms and Conditions for EPCM Services Appointment in Thailand

Relating to Q8 Aviation CBT JP8 Operations Conversion Project, Thailand

Reference JSG/12062/4146-1661-9525

Fenwick Elliott LLP
Aldwych House
71-91 Aldwych
London WC2B 4HN
T +44 (0)20 7421 1986
F +44 (0)20 7421 1987
www.fenwickelliott.com

This Agreement is made on

Parties

(1) **Foster Wheeler (Thailand) Limited** whose registered office address is at 1st Floor, Talaythong Tower, 53 Moo 9, Sukhumvit Road, Thungsukla, Sriracha, Chonburi 20230, Thailand (Consultant); and

(2) **Kuwait Petroleum Aviation (Thailand) Limited** whose registered office address is at 388 Exchange Tower, Level 29, Sukhumvit Road, Klongtoey Sub-District, Klongtoey District, Bangkok Metropolis 10110, Thailand (Owner).

BACKGROUND

(A) The Owner intends to proceed with the Project.

(B) The Owner wishes to appoint the Consultant to act as designer and construction manager in relation to the Project and the Consultant has agreed to act as designer and construction manager in relation to this Project on the terms of this Agreement.

1 Definitions and Interpretation

1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

Affiliate	any direct, indirect, subsidiary or associated undertakings and/or any directly or indirectly controlled entities of the Owner or any parent company or group company of the Owner.
Agreement	this agreement (together with all schedules and appendices to it).
Business Day	any day other than a Sunday or public holiday in Thailand.
Country	the country in which the Site (or most of it) is located and where the Services are to be executed.
Defect	refers to the Services which do not comply with any provision of this Agreement and/or are incomplete due to the Consultant's default or failure.
Defects Liability Period	is the period of 12 months commencing on the date of Taking Over under the last Trade Contract to achieve Taking Over.

Direction	includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.
Documents	all the information, formulae, data, drawings, deliverables, models, plans, elevations, sections, perspectives, specifications, schedules, studies, calculations, bills of quantity, method statements, designs, reports, prints, samples and other documents and information (including any stored electronically) and software or similar items and technology including improvements in the same used in or otherwise which have been or will be prepared, procured or provided by or on behalf of the Consultant in connection with the Project (including any documentation incidental thereto).
Excepted Risk	means: (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; and (b) any act of terrorism.
Fee	the fee set out in Schedule 2 as the fee payable by the Owner to the Consultant for performing the Services in accordance with this Agreement.
Final Date for Payment	has the meaning ascribed to it in clause 7.5.
Final Statement of Taking Over	means a statement to be issued by the Consultant (as countersigned by the Owner) to a Trade Contractor in the course of performing the Services pursuant to this Agreement confirming that Taking Over of the relevant Trade Contract Works has taken place.
Force Majeure	an event or cause listed below which is beyond the reasonable control of the Party (or its Personnel) claiming force majeure, not able to be overcome by the exercise of reasonable care and use of all

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reasonable endeavours, proper precautions and the consideration or reasonable alternatives with the intention of avoiding the effects of the force majeure by that party, and which could not have been reasonably foreseen, and (subject to satisfying the requirements of the foregoing) is any one of the following events:

a) natural catastrophes such as earthquakes, typhoon and volcanic activity (but excluding for the avoidance of doubt any adverse weather conditions); or

b) cyclones, fire, flood, epidemic, pandemic; or

c) acts of war, acts of public enemies, terrorist acts, riots or civil commotions.

Government Agency	any government or governmental, semi-governmental, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction over the Services, the Site or the Project.
Gross Negligence	means any act or failure to act committed by any person, entity or party which, in addition to consulting negligence, is such a wanton and/or reckless conduct or omission that it constitutes utter disregard for harmful, foreseeable and avoidable consequences but shall not include an error of judgment or mistake made in good faith.
HSEC Policies and Standards	are the policies and standards of the Owner provided to the Consultant (as may be updated by the Owner from time to time).
Industry Practice	the practices, policies, methods, standards and acts that would reasonably be expected from a qualified, competent, skilled and experienced engineer and designer and construction manager and otherwise commensurate with current industry practice, for a project of a similar nature to the Project.
Information	any information, data, specifications, drawings, reports, accounts or other documents in any form

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or medium of any kind concerning the business or the affairs of the Owner including:

a) technical, commercial and business information relating to the Owner's facilities and other assets;

b) financial information relating to the Owner's; and

c) trade secrets, know-how, processes, technology belonging to or being used by the Owner which is confidential.

Intellectual Property Rights	the existing and future copyright, trademark or name, patents, design rights, intellectual property rights and/or any other rights of a similar nature in the Documents.
Legal and Regulatory Requirements	includes: (a) acts, ordinances, regulations, by-laws, awards and proclamations of the jurisdiction where the Project is being carried out; (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Project and/or the Services; and (c) fees and charges payable in connection with (a) and (b) above.
Liabilities	damages, claims, actions, suits, proceedings, demands, losses, liabilities, costs and expenses of any kind.
Limitation Period	the period of 3 years following conclusion of the carrying out of the Services.
Mechanical Completion	means the condition achieved for the Project when it has been erected, installed and inspected in accordance with the approved design and activities such as hydro-testing, non-operating adjustments and cold alignment checks prior to commissioning have been completed.
Milestone Dates	a significant event or stage of the Project to be reached by a specified date during the performance of the Services as set out in Schedule 4.

Necessary Consents	any and all consents, permissions, permits, approvals, authorisation, lodgement, filing, Direction, authority, approval, requirement, licences and/or certificates or exception issued by a Government Agency or which is otherwise necessary to obtain in order to design, build, occupy and/or use the Project in the manner envisaged by the Owner.
Optional Services	any of the services listed in Schedule 7 of Schedule 1.
Owner	the person named as Owner and such person's successors in title and permitted assigns.
Owner's Engineer	the representative set out in Schedule 1 or such other owner's engineer who may be appointed from time to time in relation to the Project.
Party	either the Owner or the Consultant (as appropriate).
Personal Information	the "personal information", "health information" or similar as defined by an applicable Privacy Law.
Personnel	means:

a) in relation to the Consultant, any of its employees, agents, subcontractors and representatives involved either directly or indirectly in the performance of the Services; and

b) in relation to the Owner any of its present officers, employees, agents or representatives.

Privacy Law	any law relating to the privacy, confidentiality or use of any information about individuals under Thai law.
Programme	the target programme for the design and construction of the Project referred to in Schedule 4 as may be updated and notified to the Consultant from time to time by the Owner.
Project	the Project described in Schedule 1.

Project Cost Plan	the cost plan for the Project set out in Schedule 3 which states the total estimated cost for the project as may be updated following completion of FEED verification under Services Stage 1 and thereafter as may be notified to the Consultant from time to time by the Owner.
Services	the services to be performed by the Consultant set out in Schedule 5 and (and all services necessary and/or ancillary thereto) as may be varied pursuant to Clause 3.12 and any Optional Services instructed by the Owner in accordance with clause 3.14.
Services Stage 1	the Services in relation to the FEED verification and early design phase as set out in Schedule 5 Part 1.
Services Stage 2	the Services in relation to the EPC phase as set out in Schedule 5 Part 2.
Site	the land identified in Schedule 1.
Site Procedures and Policies	the policies and procedures relating to the Site as informed to the Consultant by the Owner from time to time.
Start Date	the date the Consultant first performed any services in connection with the Project.
Statement of Taking Over	means a statement to be issued by the Consultant to a Trade Contractor in the course of performing the Services pursuant to this Agreement confirming that Taking Over of the relevant Trade Contract Works has taken place.
Taking Over	means "Taking Over" of any of the Trade Contract Works as defined in the relevant Trade Contract occurring (if relevant) when Mechanical Completion has been achieved and all commissioning completed and all relevant tests passed and outstanding works completed.
Third Party Agreement	means the letter of intent entered into between the Owner and PTT Public Company Limited dated 14 October 2015.
Trade Contract	means the contract entered into between the Owner and the Trade Contractor.

Trade Contract Amount	means, in relation to any Trade Contract under which the Owner has agreed to pay a specified lump sum in consideration of the carrying out of the relevant Trade Contract Works, that agreed lump sum (as may have been previously adjusted in accordance with the relevant Trade Contract at the relevant time).
Trade Contractor	means the persons contracted by the Owner to carry out parts of the Works.
Trade Contract Works	means parts of the Works to be performed by the Trade Contractors pursuant to the relevant Trade Contract.
VAT	value added tax or any tax of a similar nature which may be substituted for or levied in addition to it if and when applicable.
Wilful Default	in respect of a Party: a) any fraud, fraudulent concealment or dishonesty; b) any wanton or reckless act or omission of the Party or any of its Personnel with reckless indifference to the possible harmful consequences arising from that act or omission; or c) any illegal or malicious act or omission of the Party or any of its Personnel.
Works	means the works in relation to the Project more particularly described in Schedule 1 as may be amended from time to time by the Owner.

1.2 References to Legal and Regulatory Requirements, laws, statutes, byelaws, regulations, orders and delegated legislation shall include any Legal and Regulatory Requirements, law, statute, byelaw, regulation, order or delegated legislation re-enacting, consolidating, amending, extending, consolidating or made pursuant to the same.

1.3 Headings are for ease of reference only and shall not affect the construction of this Agreement.

1.4 References to clauses, schedules and appendices shall be references respectively to the clauses of and the schedules and appendices to this Agreement.

1.5 The Consultant acknowledges and confirms that in entering into this Agreement it has placed no reliance upon any statement, representation or warranty made or given by the Owner which is not set out in this Agreement.

1.6 If any term, condition or provision of this Agreement is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

1.7 This Agreement shall not be construed or interpreted against or to the disadvantage of the Owner on the grounds that this Agreement represents the Owner's standard terms and conditions of business and/or that this Agreement and/or any particular term or condition hereof may have originated from the Owner.

1.8 Except as otherwise provided in this Agreement, each party must pay its own costs and expenses of and incidental to, preparing, negotiating and executing this Agreement.

1.9 All stamp duty in connection with the Agreement will be paid by the Consultant.

1.10 At all times during the provision of the Services, the Consultant is not and will not act as, or be regarded as, an employee of the Owner and the Consultant and its Personnel will not be entitled to any benefits which would ordinarily accrue to any employee of the Owner by virtue of their status as an employee.

1.11 In the case of any conflict between the terms and conditions of this Agreement and the schedules to this Agreement the terms and conditions shall prevail and shall have precedence.

2 Agreement and Key Personnel

2.1 The Owner appoints the Consultant to provide the Services in relation to the Project subject to and in accordance with the terms of this Agreement. The Services are divided in to two stages the FEED verification and early design stage and the EPC stage (the "Services Stages"). The Owner instructs the Consultant to perform Services upto and including Services Stage 1. The Consultant shall not perform (or commence the performance of) Services Stage 2 unless and until the Owner (at its sole option and discretion) issues a written notice to proceed. The Consultant expressly acknowledges that:

2.1.1 the Owner is under no obligation to issue a notice to proceed with Services Stage 2. If no notice to proceed is issued, the Consultant's sole entitlement shall be payment of those Services in respect of Services Stage 1 actually undertaken;

2.1.2 it shall be a condition precedent to any liability or obligation of the Owner arising out of or in connection with this Appointment for the performance and completion of any Services Stage that the Owner shall first have served upon the Consultant a notice to proceed;

2.1.3 the Consultant shall have no claim against the Owner for any loss of profit, loss of contract or any other cost or economic/consequential losses (whether direct or indirect) if the Owner elects not to issue a notice to proceed with Services Stage 2.

2.2 Regardless of the date of this Agreement this Agreement shall be effective from the Start Date. Any rights, obligations and liabilities accrued by the Owner against the Consultant prior to the date of this Agreement in relation to the Project shall be treated has having accrued under the terms of the Agreement.

2.3 The Consultant acknowledges that it has full knowledge of the scope of the Project. The Consultant has examined the Project Cost Plan and warrants to the Owner that the Project Cost Plan as may be updated and agreed by the Parties at the completion of Service Stage 1 (and for the avoidance of doubt prior to commencement of Services Stage 2 - EPC phase) represents a fair and reasonable estimate of the likely total cost to the Owner of executing and completing the various elements of the Works identified therein.

2.4 The Consultant shall supply all Personnel necessary for the proper and timely performance of the Services. The Consultant shall provide the key personnel identified in the Schedule 2. Without limiting the generality of clause 3.9, the Consultant will ensure that its Personnel hold the necessary licences, permits, endorsements or other certificates required by all applicable Legal and Regulatory Requirements for performing the Services.

2.5 No change (except if any member of the key personnel suffers long term illness or leaves the employment of the Consultant, provided that the Consultant shall provide the Owner with the written notice informing the details of the change resulting from such long term illness or such discontinuance of the employment) may be made to the identity of any of the key personnel without the prior written approval of the Owner. The Consultant agrees that it shall cause the key personnel who has been changed to remain complying with Clause 9 (Confidentiality) until the expiration or the termination of this Agreement.

2.6 The Owner may require (but not vexatiously) the removal of any of the Consultant's personnel (including any of the key personnel referred to in Schedule 2) who have not performed the Services properly or do not have the ability to perform the Services properly or who have refused to comply with the Owner's reasonable instructions as to their conduct from the Site or from any further participation in the Project. The Consultant shall promptly remove the person so specified and replace him (at the sole cost of the Consultant) with a person suitably qualified, competent, experienced and of no less seniority who shall have been previously approved by the Owner (such

approval not to be unreasonably withheld). The Owner shall have no liability to compensate the Consultant nor the personnel removed in terms of lost earnings or benefits, severance or any other statutory obligation that arises due to the removal.

2.7 The Consultant shall at all times comply with instructions and directions issued by the Owner and/or the Owner's Engineer in respect of any matter connected with the Project and the Services. The Consultant shall immediately advise the Owner and the Owner's Engineer in writing if he/she receives any instruction from the Owner and/or the Owner's Engineer compliance with which would, inevitably and unavoidably cause the Consultant to be in breach of any his other obligations or warranties to the Owner under this Agreement. The Consultant shall as part of his advice provide the Owner and the Owner's Engineer with a full and detailed account and explanation of the consequences of complying with the Owner's and/or the Owner's Engineer's instruction and why it is and in what precise respects the Consultant considers compliance with the Owner's and/or the Owner's Engineer's instruction will inevitably and unavoidably cause the Consultant to be in breach of any of his other obligations or warranties to the Owner under this Agreement. The Consultant shall not be obliged to proceed to comply with such instruction unless and/or until subsequently re-instructed so to do by the Owner and/or the Owner's Engineer in writing in which eventuality the Consultant shall not be held responsible for any inevitable and unavoidable adverse consequences properly warned of by the Consultant in his advice and acknowledged and/or accepted by the Owner and/or the Owner's Engineer as being the inevitable and unavoidable consequence of the Owner's and/or the Owner's Engineer's instruction and a proper and reasonable ground for concern and/or objection on the part of the Consultant.

2.8 The Consultant shall have regard to any and all budgetary constraints imposed upon the Project and/or the performance of the Services by the Owner from time to time and carry out the Services in an efficient and cost effective manner. The Consultant shall not do or permit to be done anything that would or might cause the Owner's budget to be exceeded without first obtaining the Owner's prior written consent thereto.

2.9 In addition to the provision of clause 2.4:

2.9.1 The Consultant will from time to time appoint an individual as the Consultant's Representative. Any change to the identity of the Consultant's Representative must not be made without the prior written approval of the Owner's Engineer (which approval must not be unreasonably withheld).

2.9.2 The Consultant's Representative is responsible for liaising with the Owner's Engineer on behalf of the Consultant.

2.9.3 Any direction given by the Owner's Engineer to the Consultant's Representative under the Agreement is deemed to have been given to the Consultant for and on behalf of the Owner, and the Consultant must fully comply with that direction.

2.9.4 Any communication given or document signed by the Consultant's Representative is deemed to have been given or signed by and will bind the Consultant.

2.9.5 Matters within the knowledge of the Consultant's Representative are deemed to be within the knowledge of the Consultant.

2.10 Within 1 month after the signature of this Agreement the Consultant shall procure the execution and delivery of a performance bond in the amount of 10% of the Fee in the form set out in Schedule 7. The performance bond shall be provided by a surety approved by the Owner. If the Consultant is in breach of this clause 2.10 then notwithstanding any other provision of this Agreement, the Owner may deduct the amount equivalent to ten percent of the Fee from sums that would otherwise by due to the Consultant until the Consultant has complied with this clause. The Consultant must keep such performance bond in full force and effect until the end of the Defects Liability Period.

3 Performance of Services

3.1 The Consultant warrants that it has and shall perform the Services in compliance with this Agreement and to the reasonable satisfaction of the Owner.

3.2 The Consultant warrants that it has and shall, subject to the provisions of this Agreement, proceed with the Services regularly and diligently in compliance with the Milestone Dates. The Consultant shall provide the Services in such manner so as to achieve completion of the Project in accordance with the Programme and the Project Cost Plan. If the Consultant is prevented or delayed in the performance of the Services then the Consultant shall use its best endeavours to mitigate the effects of that delay. The Milestone Dates may only be adjusted from time to time as agreed by the Consultant and the Owner or in the absence of any such agreement as determined by the Owner or Owner's Engineer acting reasonably (provided always that any such determination may be referred to the dispute resolution procedure under clause 20) due to (i) any Changes instructed pursuant to clause 5, and/or (ii) any breach by the Owner of this Agreement, and/or (iii) the occurrence of an event of Force Majeure.

3.3 In performing the Services the Consultant warrants and undertakes to the Owner that it has executed and shall continue to exercise all the reasonable skill, care and diligence to be expected of an appropriately qualified and competent engineer and designer and construction manager, in each case experienced in carrying out equivalent services for developments of a similar size, scope, complexity, value and purpose to the Project and in all respects with the Industry Practice.

3.4 The Consultant shall visit the Site as often as is necessary and/or appropriate to ensure the proper performance of the Services and shall participate in project

meetings and/or any other meetings on or near the Site as and when reasonably required.

3.5 The Consultant warrants that it has and shall at all times keep the Owner fully and properly informed of all aspects of the progress and execution of the Project (including any slippage and/or anticipated slippage and the likely consequences thereof) and provide such information and advice to the Owner and such other persons as the Owner may reasonably require or as may be appropriate and in particular give the Owner notice of any requirement for instructions sufficiently in advance (in any event not less than 7 days' notice) to enable internal consultation to take place so that the Trade Contractors and the professional team are not prevented or delayed in their work. Without prejudice to the generality of this Clause 3.5 the Consultant shall provide the Owner with a weekly written report highlighting progress on key activities in the preceding week. The consultant shall also prepare a monthly progress report, reporting on progress of the Project and any and all pertinent developments concerning those matters which are the Consultant's responsibility under this Agreement which have occurred in the preceding month. The Consultant shall send to the Owner's Engineer on a day to day basis copies of all pertinent correspondence and documents (including minutes of meetings) sent or received by the Consultant in connection with the Project.

3.6 The Consultant undertakes and warrants that it has and will use suitably skilled, qualified and experienced personnel to execute and complete the Services and will ensure that its personnel hold the necessary licences, permits, endorsements or other certificates required by all applicable laws.

3.7 The Consultant shall liaise as necessary with the Trade Contractors and professional team members appointed by the Owner, any sub-contractors and/or suppliers to the intent that the overall design of the Project shall be fully integrated.

3.8 The Consultant shall immediately advise the Owner if the Consultant becomes aware for any reason that the budget or any element of it requires adjustment or does not represent a reasonably accurate forecast of the cost to the Owner of completing the Project or any part of it.

3.9 The Consultant is responsible for applying for and obtaining all Necessary Consents required for the Project (other than those specific Necessary Consents, if any, which the Owner confirms in writing that it will be obtaining) relating to the performance of the Services and otherwise for the Project (and shall provide copies of such to the Owner). The Consultant shall provide assistance and documentation reasonably required by the Owner to enable the Owner to apply for and obtain and maintain its Necessary Consents. The Consultant has and shall comply with (and ensure that the completed Project complies with) any Legal and Regulatory Requirements, the HSEC Policies and Standard and any Necessary Consents.

3.10 The Consultant warrants to the Owner that the Consultant shall ensure that the designs, drawings, plans, specifications, schedules, reports and data or other

Documents supplied or prepared by the Consultant shall meet the requirements of the Owner in accordance with Schedule 5.

3.11 The Consultant warrants that it shall carry out the Services so as to comply with and so as not by any act or omission or breach cause or contribute towards a breach of the obligations under Third Party Agreements as may be updated and provided to the Consultant from time to time.

3.12 The Owner shall be entitled to instruct variations to the Services by way of addition or alteration in accordance with clause 5. A variation to the Services may also include the omission of work and such omitted work may be carried out by others, the Owner, or by others engaged by the Owner. Where the Owner instructs such an omission a fair and reasonable adjustment shall be made to the Fee but the Owner shall not be liable to the Consultant for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits (whether direct or indirect), loss of chance or other similar losses) arising out of that omission.

3.13 Notwithstanding anything to the contrary in this Agreement any services and/or works required arising out of the Consultant's failure to perform the Services in accordance with Schedule 5 or to otherwise comply with its duties or obligations in accordance with this Agreement and provided that the Owner shall have given written notice to the Consultant with in the Limitation Period without cost to the Owner. The Consultant will not be entitled to adjust the Fee for re-performance of the Services due to a Defect.

3.14 The Owner may instruct (at its absolute discretion and without obligation) any of the Optional Services for the fixed fees specified in Schedule 2 Part 3.2.

3.15 The Owner shall be deemed to have relied solely upon the skill, care and diligence of the Consultant in respect of all matters within the scope of this Agreement. The liability of the Consultant under this Agreement shall not be released diminished or in any other way affected by any approval or inspection by the Owner of any of the Documents or the Project works or any part thereof or any materials comprised therein or the countersigning by the Owner of any certificates nor by any attendance by the Owner at site or project meetings nor by any approval by the Owner of any certificate issued by the Consultant nor by any payment made by the Owner in reliance thereon nor by any independent inspection, investigation or enquiry into any relevant matter which may be made or carried out by or for the Owner nor by the appointment by the Owner of any independent firm, company or party whatsoever to review the progress of or otherwise report to the Owner in respect of the Project nor by any action or omission of any such firm, company or party whether or not such action or omission might give rise to any independent liability of such firm, company or party to the Owner nor by the failure or omission of the Owner to do any of the aforesaid things.

3.16 The Consultant undertakes and warrants that it has fully studied all information which the Consultant has seen in relation to the Project and which could be

reasonably inferred in relation to the contribution required from the Consultant and the Consultant further confirms that it has allowed in the agreed Fee for the carrying out of all other tasks and services as are necessary for the Services or to comply with the terms of this Agreement whether or not the same are expressed in this Agreement. Such tasks and services shall not be considered variation or additional services.

4 Excluded Materials

4.1 The Consultant undertakes and warrants to the Owner that it has not and shall not specify or approve for use in or in connection with the Project any substances, materials, building practices or techniques not in conformity with any relevant standards or codes of practice or which are generally known or which ought to have been known by the Consultant at the time of specification or approval for use to be deleterious to health and safety or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used and shall use the standard of care referred to in clause 3.3 to see that no such materials are used in or in connection with the Project.

5 Changes

5.1 The Owner's Engineer may give the Consultant written notice of a proposed variation to the Services (including any omission of the Services) ("Change Notice");

5.2 Following receipt of a Change Notice, the Consultant must as soon as practicable provide the Owner's Engineer (for the Owner's approval) the Consultant's estimate of the:

(a) effect on the Milestones Dates; and

(b) likely cost to be incurred or reduced by the Consultant due to the proposed variation;

5.3 The Owner may direct the Consultant to give a detailed quotation for the proposed variation including a clear scope of work;

5.4 The Milestone Dates and the Fee will be adjusted for each proposed Change accepted in writing by the Owner's Engineer. The Owner shall have no liability in relation to any variation unless and until the Owner's Engineer has given a written confirmation in accordance with this clause 5.4;

5.5 The Consultant shall not make any alteration or addition to or omission from the Services nor the design or specification of the Project without the prior written consent of the Owner.

5.6 If a delay caused by or additional works results directly and solely from a default or breach of the Owner or Owner's Engineer that is not caused or contributed to by the breach, default or omission of the Consultant the Owner shall issue a Change Notice.

6 Fees and Payment

6.1 Subject to the proper performance by the Consultant of its obligations under this Agreement and to clause 14 (Termination and Suspension) the Owner shall pay or procure the payment to the Consultant of the Fee in respect of the Services provided always that:

6.1.1 the Consultant has complied with all of its obligations under this Agreement relevant to the stage in respect of which the payment is to be made, and

6.1.2 the Consultant has submitted an invoice in such form and with such details and supporting documents as may be reasonably required from time to time by the Owner, and

6.1.3 the Owner may withhold the whole or part of any instalment referred to in Schedule 2 if in its reasonable and bona fide opinion the Owner has a claim against the Consultant in respect of any neglect, default or non-performance under this Agreement.

6.2 The Fee is a fixed price and shall include all disbursements and out of pocket expenses incurred in connection with the provision of the Services.

6.3 The Owner shall pay to the Consultant an additional fee in respect of any further services instructed in writing by the Owner any such additional fee to be agreed between the Owner and the Consultant prior to compliance with the written instruction. If the Owner agrees in writing that services should be charged on an hourly basis the charge shall be calculated in accordance with the rates set out in Schedule 2. The Consultant shall keep such records as may be reasonably necessary to support any payment for additional fees.

6.4 The Consultant warrants that it has fully studied all information which the Consultant has seen in relation to the Project and which could reasonably be inferred in relation to the contribution required from the Consultant and the Consultant further confirms that it has allowed in the agreed Fee for the carrying out of all other tasks and services necessary for the Services or to comply with the terms of this Agreement whether or not the same are expressed in this Agreement. Such tasks and services shall not be considered variations or additional services for the purposes of this Clause 6.

6.5 If the Consultant is required to perform substantial additional work in relation to the Project by reason of any alteration or modification to the Project required by the Owner after the Owner has approved the Consultant's design then to the extent that the same shall not have been occasioned by any negligence, omission or default of the Consultant the Owner shall pay to the Consultant such fair and reasonable additional fees and expenses commensurate with the additional work performed by the Consultant (such fees and expenses to be agreed in writing in advance of such additional work being performed unless otherwise agreed by the Owner).

6.6 If any change in the nature or scope of the Project causes the Consultant to perform less work in relation to the Project, the Owner may issue a Change Notice omitting any part of the Services and reduce the Fee commensurate with the reduced work performed by the Consultant, but allowing for any work already carried out by the Consultant in relation to that part of the Project so changed prior to the Consultant receiving instructions regarding the change but not work carried out prematurely having regard to the programme for the actual progress of the Project.

6.7 Subject to clauses 6.3, 6.4, 6.5 and 6.6 the Fee shall constitute the Consultant's sole entitlement to remuneration in connection with this Agreement. Adjustments will only be made to the Fee in accordance with any express provision of this Agreement and for the avoidance of doubt the Fee shall not be increased for re-performance of services due to a defect, or otherwise resulting from any negligence, default or breach by the Consultant.

6.8 Where a supply or part supply of Services is to be provided from outside Thailand:

6.8.1 the Consultant must notify the Owner of the intention to import and the anticipated taxes payable; and

6.8.2 the notification by the Consultant must be in writing and must be received by the Owner not less than 90 Business Days prior to the importation.

6.9 Where the Owner is required by law to withhold or deduct from any payment due to the Consultant any amount with respect to or which relates to any tax, levy or duty, such withholding or deduction is hereby authorised by the Consultant. The Owner shall issue documents evidencing such withholding or deduction to the Consultant as required by law.

7 Procedure for Payment

7.1 The Fee plus applicable VAT (where applicable) shall be paid in the instalments set out in Schedule 2.

7.2 Unless otherwise provided in the Agreement, all payments required to be made to the Consultant by the Owner must be made in the currency specified in Schedule 2 by electronic funds transfer into the Consultant's nominated bank account.

7.3 The Consultant will render an invoice to the Owner for the Services at the end of each month during the period in which the Services are provided for the value of each stage/milestone completed in that month (if any) in accordance with the amounts specified in Schedule 2 provided that the Consultant shall not issue more than one invoice in any given month.

7.4 Invoices will contain the following information:

a) a sufficient description of the Services provided in the period covered by the invoice;

b) supporting documents and information as may be reasonably required from time to time by the Owner; and

c) any information stipulated by Law (including any information necessary to make the invoice a Tax invoice), or by the Owner, so that the Owner will receive the benefit of any Tax Credit in relation to the Services.

7.5 The Owner shall within 30 Business Days of receipt of the invoice (the "Final Date for Payment") either pay to the Consultant:

a) the amount shown on the invoice; or

b) the amount the Owner considers (acting reasonably) the Consultant is entitled to, with written particulars of any disputed amount.

7.6 Where there is a dispute in relation to the amount payable in respect of any invoice, that portion of the invoice which is not in dispute must be paid in accordance with Clause 7.5. That portion which is in dispute must be paid within 15 Business Days after the resolution of the dispute.

7.7 If the Owner fails to pay the Consultant any undisputed amounts pursuant to clause 7.5 by its Final Date for Payment, the Owner shall in addition pay the Consultant interest on the outstanding payment calculated at the rate equal to one month London Interbank Offered Rate (LIBOR) plus 1% per annum from the Final Date for Payment until the date the payment is actually made.

8 Intellectual Property and Documentation

8.1.1 The Consultant grants to the Owner an irrevocable, royalty free and non-exclusive licence, to the intellectual property rights of the Consultant used in the performance of the Services but which are in existence at the Start Date or come into existence after the Start Date and are created for a purpose other than the Services, for the purpose of design, construction, commissioning, maintenance, repair, enhancement and operation of the Project. The licence will be transferrable, for the sole purpose only of

completing the Project, to the contractors and to any other parties engaged by the Owner in connection with the Project and to any other third parties having an interest in the Project or completed project without the consent of the Consultant. The Owner shall also be able to grant sub-licences of the licence granted pursuant to this clause.

8.1.2 The Owner shall have exclusive ownership of, right and title to and interest in all Intellectual Property Rights in the Documents arising in the course of the Services carried out under this Agreement including but not limited to all forms of intellectual property enforceable at law or in equity or under statute and, in particular, all rights whether past, present or future in relation to ideas, concepts, plans, designs, drawings, engineering information, data, specifications, reports, accounts, maintenance plans, models, scopes of services, conditions of contract, precedents, pro formas, spreadsheets, databases and other documents produced or first reduced to written or diagrammatic form by the Consultant or its Personnel in the performance of the Services. The Consultant herby transfers all such Intellectual Property Rights in the Documents to the Owner and shall execute all documentation necessary to transfer the Intellectual Property Rights in the Documents to the Owner but the Consultant shall not be responsible for transferring third party rights in commercial software used by the Consultant to produce any part of the Services. If the Owner needs to make use of such third party software then (i) the Owner shall obtain its own licence(s) where such licence is generally available in the market to the Owner, or (ii) the Consultant shall obtain the licence for the Owner where it is not generally available in the market to the Owner.

8.2 The Consultant warrants and undertakes to the Owner that the Intellectual Property Rights in the Documents are vested and will vest in the Consultant so that the Consultant is able to grant the transfer contained in clause 8.1.2 without restriction or limitation (and to grant licence contained in clause 8.1.1 without restriction or limitation). The Consultant warrants and undertakes to the Owner that the Documents do not and will not infringe the Intellectual Property Rights of any third party.

8.3 The Consultant shall be liable for and shall indemnify the Owner against any and all expenses, liabilities, losses, claims or proceedings the Owner may incur in the event that the rights granted by the Consultant pursuant to this Clause 8 are found to be invalid, ineffective or impaired in any way; and/or in the event of any claim by any third party (whether upheld or not) that the exercise of the rights granted by the Consultant pursuant to this Clause 8 infringe the rights of such third party.

8.4 Not used.

8.5 The Consultant shall, if so requested by the Owner at any time (including upon the termination of the Consultant's engagement under this Agreement), give the Owner access to the negatives and/or native file formats and/or copies of all Documents.

8.6 The Consultant shall, if reasonably requested by the Owner at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Owner the rights referred to in this clause 8.

8.7 The Owner's rights and the Consultant's obligations under this clause 8 (whether or not accrued) shall survive any determination of this Agreement and/or conclusion of the Services under it.

8.8 The Consultant shall not use the Documents in such a way as to reproduce the design or produce a design the same as the design of the Project with any other party.

8.9 Format of Electronic Documentation

8.9.1 Electronic copies of all design documents and drawings generated by the Consultant shall be provided in both PDF print format and original native file format, including, but not limited to, Microsoft Word, Microsoft Excel and Autocad.

8.9.2 Electronic models used for hydraulic analysis, stress analysis, pipe work modelling etc. shall be provided in native format. Results output files from such modelling shall be exported in to an agreed format such as Excel spreadsheet to enable the Owner to analyse output data.

8.9.3 Electronic copies of communications and reports for final documentation shall be provided in PDF format only.

8.9.4 Documents provided by third parties in printed paper format only shall be scanned to PDF format at sufficient optical and colour resolution to enable clear and legible reproduction.

9 Confidentiality

9.1 Except as may be strictly necessary in the performance of its duties under this Agreement or as otherwise required by the applicable law, the Consultant shall, and shall cause the Consultant's Representative and the Consultant's key personnel, not at any time without the prior written consent of the Owner disclose to any person or otherwise make use of any of the Documents or any photographs or this Agreement or any information or any other confidential information relating to the Project, the completed Project, the Site or the Owner (including, without limitation, financial information, the terms or existence of agreements for lease or leases or agreements for sale concerning the Project). This clause 9 shall cease to apply to any matter which is or comes into the public domain through no default on the part of the Consultant or any person for whom it is responsible.

9.2 The Consultant shall not, without the prior written consent of the Owner, publish alone or in conjunction with any other person any articles, illustrations, photographs or videos relating to the Project.

9.3 Each Party agrees to comply with obligations under the Privacy Law in respect of Personal Information obtained by or disclosed under this Agreement to the extent that then any such Privacy Law may apply.

9.4 This clause 9 will survive termination of the Agreement.

10 Assignment and Novation

10.1 The Owner may upon written notice to the Consultant (and with the Consultant's consent which consent may not be unreasonably withheld or delayed) assign or otherwise charge the benefit of all or any of the Consultant's obligations under this Agreement and/or any benefit arising under or out of this Agreement (whether or not accrued). Notwithstanding the preceding provisions of this clause 10.1, the Owner may upon written notice to the Consultant (and without the Consultant's consent) assign or otherwise charge the benefit of the Consultant's obligations under this Agreement and/or benefit arising under or out of this Agreement (whether or not accrued) to an Affiliate.

10.2 The Consultant shall not assign, novate or otherwise transfer this Agreement (whether in whole or in part) or any right or obligation under it (whether or not accrued) without the prior written consent of the Owner.

11 Sub-letting

11.1 The Consultant shall not sub-contract or delegate the performance of any of the Services without the Owner's prior written consent. The Consultant shall be responsible for any services it sub-contracts to a third party as if it had performed those services itself and the fees and expenses payable in accordance with Clause 6 shall not be increased by any amount payable by the Consultant to its sub-consultant.

12 Insurance and Indemnities

12.1 The Consultant:

(a) warrants to the Owner that it has in force and shall maintain a policy of professional indemnity insurance covering the performance of the Consultant's duties under this Agreement for an indemnity limit of no less than $1,000,000 (one million US Dollars) in respect of each and every claim and in annual aggregate from the date of this Agreement until the date which is three years after the date of conclusion of the carrying out of the Services.

(b) warrants to the Owner that it has a public or general liability policy covering all liabilities to third parties arising out of any act, breach or omission of the Consultant in respect of:

(i) any injury to, or death of, any person (other than liability which is required by law to be insured under a workers' compensation policy of insurance), not being a person who at the time of the contract is engaged in or upon the service of the Consultant under a contract of employment or services; or

(ii) any loss, damage, destruction to property not belonging to nor in the care, custody or control of the Consultant,

with a limit of liability of US$5,000,000 for each and every claim, and in the aggregate.

(c) warrants to the Owner that it shall maintain any other insurance which is required by law for the time being in force in the Country, state or territory where the Services are performed.

(d) shall on request produce to the Owner from time to time evidence in the form of a certificate of insurances.

12.2 The Consultant's obligations to maintain insurance shall in no way negate or limit any or all of its obligations or duties under or in connection with this Agreement nor its liability in respect of any breach or non-performance of this Agreement.

12.3 The Consultant will be liable for, and will indemnify and keep indemnified the Owner and the Owner's Personnel against any liability, cost or expense incurred by the Owner in respect of:

12.3.1 claims by any person against the Owner, the Owner's Engineer or the Owner's Personnel in respect of loss of or damage to any property (real or personal);

12.3.2 claims by any person against the Owner, the Owner's Engineer or the Owner's Personnel in respect of personal injury, disease, illness or death;

12.3.3 the cost of re-performance of any part of the Services where the cost of such re-performance is to be paid by the Consultant under the Agreement;

12.3.4 loss or damage to any of the Owner's property (subject always to clause 12.6) provided that a limit of liability shall not exceed USD5,000,000 (five million US dollars) for each and every claim and in the aggregate. The Owner shall be liable for, and will indemnify and keep indemnified the Consultant and the Consultant's Personnel against any liability, cost or expense incurred by the Consultant is respect of loss or damage to the

Owner's property under this clause in excess of such specific amount except where such loss or damage is caused by the deliberate act or Wilful Default of the Consultant and/or the Consultant's Personnel; and

12.3.5 any third party Liabilities and claims against the Owner attributable to any negligent act or omission or breach by the Consultant;

in the course of by reason of the execution of the Works or the performance of the Services to the extent incurred as a result of the acts or omissions, breach of contract, and breach of any relevant Legal and Regulatory Requirement in relation to the performance of the Services by the Consultant.

12.4 The Consultant's Liabilities under clause 12.3 will be reduced proportionally to the extent that the Liabilities were caused, or contributed to, by the Owner's, the Owner's Engineer's or the Owner's Personnel's negligent acts, omissions or Wilful Default.

12.5 Each indemnity under clause 12.3 and 12.4 in the Agreement is a continuing obligation separate and independent from the Consultant's other obligations and survives termination of the Agreement.

12.6 From the date of commencement of the Works at the Site until the issue of the Statement of Taking Over under the last Trade Contract to reach Taking Over, the Owner shall procure the taking out and maintenance of Construction All Risks Insurance ("CAR Insurance Policy") policy for the full reinstatement value of the Works which shall include the Owner and the Consultant as joint insured thereunder in accordance with requirements set in the insurance schedule annexed at Schedule 8 (CAR Insurance Schedule). The Owner shall not be liable to insure against any personal injury to or the death of any person or any damage, loss or injury to property caused by the effect of an Excepted Risk or any other exclusion expressly set out in the insurance schedule annexed at Schedule 8 (CAR Insurance Schedule).

12.7 The Consultant shall indemnify and hold harmless the Owner against any excess and/or deductible applicable to any claim made under or in connection with the CAR Insurance Policy which results from an act or omission or breach by the Consultant.

12.8 If there is any part of the Services that need to be performed at Owner's plant, Owner and/or Owner's Engineer shall notify Consultant in writing on, or before, the commencement of the Services of the location of all known locations of asbestos or asbestos-containing materials (together, "Asbestos") at the plant and thereafter immediately upon any other Asbestos being located, whether it is likely to affect the performance of the Services or not.

In the event that any Asbestos is located during the performance of the Services, Owner and/or Owner's Engineer shall arrange for an approved specialist consultant to inspect and remove the Asbestos and shall notify Consultant in writing when all such Asbestos has been mitigated and where such Asbestos has not been removed full

details of how such Asbestos has been contained so as not to present any ongoing risk or hazard, Consultant shall have no obligation or liability under the Agreement to perform any Services in connection with the discovery, treatment, removal, transportation or any activity in relation to any Asbestos found to be present.

In the event that Asbestos is discovered at the plant, Consultant shall be entitled, upon reasonable written notice to the Owner and/or Owner's Engineer (but forthwith to the extent necessary), to suspend the Services at the plant to the extent reasonably necessary to prevent the exposure of Consultant's personnel to such Asbestos (and as impacting upon the Services elsewhere). Such suspension shall be limited to the time required to remove, treat or contain such Asbestos.

12.9 Subject to clause 12.8, Consultant shall not be liable for costs arising from the failure to correctly identify or for costs arising to correctly handle, transport, or treat hazardous materials, except those materials brought to the site by Consultant or those materials brought to site by others for which Consultant is responsible.

12.10 Consultant shall not be responsible for any costs or liability related to the discovery of any underground conditions or obstructions that were not identified to Consultant before the execution of this Agreement or which could not have been reasonably foreseen by Consultant.

12.11 Third Party liability shall be determined at law.

13 Cooperation with Third Parties

The Consultant will:

13.1 not impede or interfere with the work of any third party or their personnel on Site (whether employed or engaged by the Owner or not).

13.2 coordinate the performance of the Services with the work of any third party and reasonably cooperate with such third parties and their personnel at the Site.

13.3 be liable for and indemnify the Owner against any Liabilities of the Owner and any claims by third parties as a result of any act, breach or omission due to the Consultant's failure to comply with this clause 13. The Owner shall use reasonable endeavours to mitigate such Liabilities.

"13A Trade Contracts - Consultant's Authority

13A.1 Subject to clause 13A.2 the Consultant is authorised to exercise all rights and undertake all obligations conferred upon him by the Trade Contracts. The Consultant shall ensure that the Works are carried out in accordance with the design approved by the Owner.

13A.2 The Consultant shall not:

13A.2.1 instruct any Trade Contractor to make any variation to the terms of a Trade Contract without the prior written approval of the Owner;

13A.2.2 without the prior written approval of the Owner issue any tender documentation in relation to any Trade Contract Works, nor select or notify any Trade Contractor of their selection to carry out any Trade Contract Works;

13A.2.3 except with the prior written consent of the Owner take an action (including settling or agreeing any claim and/or issuing any instruction) in relation to any Trade Contract which will or is reasonably likely to cause an increase in the Trade Contract Amount;

13A.2.4 where the parties have agreed a date for completion of the relevant Trade Contract Works pursuant to the relevant Trade Contract, grant any extension of time pursuant to any Trade Contract or issue any instruction or otherwise which will or is reasonably likely to entitle a Trade Contractor to an extension of time pursuant to the relevant Trade Contract without the prior written approval of the Owner;

13A.2.5 for any Trade Contract other than those referred to in clause 13A.2.4 except with the prior written consent of the Owner, issue any instruction reasonably likely to extend the time taken to complete the relevant Trade Contract Works under that Trade Contract;

13A.2.6 enter into any contractual or other commitment on behalf of the Owner whether pursuant to a letter of intent or otherwise (including appointing any Trade Contractor) without the prior written approval of the Owner;

13A.2.7 give notice of the intention to terminate or terminate any Trade Contractor's employment without the prior written approval of the Owner; or

13A.2.8 include any Holding Company, Subsidiary or other associated companies of the Consultant on any bid list for any potential Trade Contract without the prior written consent of the Owner.

13A.3 If the Consultant needs or will need any instructions, information or approval from the Owner in order for him to perform the Services in accordance with this Agreement, he shall apply to the Owner for such instructions, information or approval as soon as the need is apparent having regard always to the Programme.

13B Certificates

13B.1 Whenever the Consultant is notified by a Trade Contractor that in his opinion the relevant Trade Contract Works have reached Taking Over entitling him to receive a Statement of Taking Over, the Consultant shall notify the Owner.

13B.2 The Owner and representatives of the Owner shall be entitled to accompany the Consultant on the inspection of the relevant Trade Contract Works referred to in clause 13B.1 and to make reasonable representations to the Consultant in relation to the issue of the Statement of Taking Over in respect of the same and the Consultant shall have due regard to any such representation.

13B.3 The Consultant shall provide the Owner with a copy of the Statement of Taking Over issued to any Trade Contractor as soon as reasonably practicable after the date that such Statement of Taking Over is issued to the relevant Trade Contractor.

13B.4 The Consultant shall provide the Owner with a copy of the Final Statement of Taking Over and for all purposes this final Taking Over of the Project shall be deemed to have taken place on the date stated in that Final Certificate of Taking Over.

14 Termination and Suspension

14.1 If the Consultant:

a) fails to comply with any of the provisions of this Agreement or breaches any obligations under this Agreement (whether fundamental, material or not) and fails to rectify such non-compliance or breach within 14 days of a written notice from the Owner requiring rectification or remedy then the Owner may give the Consultant a further written notice terminating the Consultant's employment under this Agreement forthwith or at such other time as may be specified in that notice.

b) at any time shall become bankrupt or make a composition or arrangement with its creditors or have a provisional liquidator, receiver or manager of its business or undertaking duly appointed or have an administrator or receiver as defined in the Bankruptcy Act B.E. 2483 (1940), as amended from time to time, appointed or have possession taken by, then the Owner may terminate this Agreement with immediate effect.

14.2 Without prejudice to any rights and remedies which the Owner may possess whether by virtue of the Agreement or otherwise at law, the Owner shall be entitled (for its convenience) at any time in its absolute discretion to terminate the employment of the Consultant under this Agreement by giving no less than 7 days' notice in writing.

14.3 The Owner (in its absolute discretion) may by notice in writing suspend the performance of all or part of the Services. The Owner shall issue a notice in writing suspending the performance of all or part of the Services if there is an imminent health and safety concern.

14.4 In the event of termination under clauses 14.1 or 14.2 or suspension under clause 14.3 the Consultant shall take all steps necessary to ensure a safe termination or suspension of the Services.

14.5 In the event of a suspension of the Services under clause 14.3, the Owner may by a written notice require the Consultant to resume the performance of the Services and the Consultant shall as soon as reasonably practicable then resume the performance of the Services.

14.6 In the event of a suspension of the Services under clause 14.3 continues for longer than 90 Business Days, the Consultant may request in writing that the Services be resumed. Unless written instructions to resume are given by the Owner within 28 days after the Consultant's request, either party may forthwith determine the employment of the Consultant upon the expiry of that 28 day period.

14.7 Subject to clause 15.8 in the event of termination under clause 14.1, 14.2 or 14.6 or upon suspension of the Services under clause 14.3, the Consultant shall be entitled to:

a) any instalment of the Fee due and owing at the time of termination or suspension and a fair and reasonable proportion of the next instalment of the Fee to become due following the date of termination or suspension having regard to the Services which have been provided by the Consultant prior to termination or suspension (less any set-off which the Owner is entitled to make whether by virtue of this Agreement or otherwise at law);

b) such reasonable costs and expenses as are reasonably incurred by the Consultant in relation to such termination or suspension provided that the Consultant has taken all reasonable steps to minimise and prevent such costs and expenses and provided further that this clause 14.7(b) shall not apply in the event of termination pursuant to clause 14.1.

14.8 In the event of termination pursuant to clause 14.1 no monies shall be payable to the Consultant until the Owner has ascertained (subject always to the limitation on liability under clause 22.2) the amount of any loss and/or damage caused to the Owner by the termination or breach by the Consultant of the terms of this Agreement and the Owner shall be entitled to deduct the same from any monies otherwise due in accordance with clause 14.7 or to recover the same from the Consultant as a debt.

14.9 Notwithstanding any other provision of this Agreement neither suspension of the performance of the Services nor termination of the Consultant's engagement under this Agreement howsoever arising shall render the Owner liable to the Consultant for

any claim for any additional compensation such as loss of profit, loss of fees, loss of expectation, loss of opportunity, indirect losses, consequential losses, loss or chance or any other such similar losses arising out of the suspension of the Services or the termination of the Consultant's employment under this Agreement.

14.10 The Consultant shall be entitled to submit an invoice to the Owner for any sums which it is entitled to be paid pursuant to Clause 14.7 at the end of the calendar month in which the suspension or termination occurred.

14.11 For the avoidance of doubt, the provisions of clause 7 shall apply in relation to any invoice submitted to the Owner pursuant to Clause 14.10 and to any sum due in respect of such invoice.

14.12 Upon any termination or suspension of the Agreement the Consultant shall if required by the Owner (as a pre-condition to receiving any payment under this clause 14) forthwith deliver to the Owner the Documents (whether in the course of preparation or completed) in both a PDF print format and original native file format.

14.13 Termination of the Consultant's employment under this Agreement shall not affect the accrued rights and remedies of either party in relation to any negligence omission or default or breach of contract of the other party prior to such termination and the provisions of this Agreement shall continue to bind the parties for as long as necessary to give effect to their respective rights and obligations under this Agreement.

14.14 If (i) the Owner fails to pay any undisputed amounts within 90 days of its Final Date for Payment or (ii) the Owner becomes insolvent and the Owner fails to rectify such non-compliance or breach within 14 days of a written notice from the Consultant requiring rectification or remedy then the Consultant may give the Owner a further written notice terminating the Consultant's employment under this Agreement forthwith. Following such termination the provisions of Clauses 14.7 to 14.13 inclusive shall apply.

15 Health and Safety

15.1 The Consultant shall have full regard to the safety of all persons entitled to be on the Site, shall comply with all applicable health and safety and environmental regulations and laws in force from time to time and shall comply with the Owner's HSE Policies and Standards.

15.2 The Consultant must ensure that all of its Personnel, whilst on Site, comply with any site safety regulations and conditions for access to the Site (including, but not limited to, the Site Procedures and Policies) and with all reasonable directions given by the Owner or the Owner's Engineer.

15.3

15.3.1 The Consultant's Personnel required to work on Site must attend all appropriate and relevant induction courses required by the Owner ("Owner Induction Courses").

15.3.2 Where the Consultant's Personnel are required to have specific skills for the performance of the Services, the induction and training requirements relevant to them must:

(a) be confirmed by the Owner's Engineer; and

(b) be undertaken by the relevant Consultant's Personnel prior to the commencement of any work on, or near the vicinity of the Site.

15.3.3 The Owner will pay for the cost of providing the Owner Induction Courses but the Consultant shall arrange and be responsible for the costs of the Consultant's Personnel attending the Owner Induction Courses.

15.3.4 Any person visiting the Consultant on Site to meet Personnel working on the Site, and who is not performing any type of manual work, will also be required to attend the relevant Owner Induction Course. This requirement will not apply if the visitor is accompanied at all times whilst on Site by a person who has attended all relevant Owner Induction Courses.

16 Notices

16.1 Any notice, approval, consent, direction, demand or other communication ("Notice") given or made under the Agreement:

16.1.1 must be in writing;

16.1.2 to be effectively served on the other Party, must be:

(i) left at or sent by prepaid ordinary post to the address of the Party set out in Schedule 1 (or such other address as may be notified to the other Party from time to time);

(ii) subject to clause 16.1.8, sent by email to the email address of the Party as set out in Schedule 1 (or such other e-mail address as shall be notified to the other Party from time to time).

16.1.3 subject to clause 16.1.8, a Notice takes effect from the time it is received unless a later time is specified in it;

16.1.4 if posted in Thailand, a letter is taken to be received on the fifth Business Day after posting;

16.1.5 if posted outside of Thailand, a letter is taken to be received on the seventh Business Day after posting;

16.1.6 a facsimile is taken to be received at the time shown in a transmission report by the machine which indicates that the whole facsimile was sent;

16.1.7 subject to clause 16.1.8, email is taken to be received at the time when the sender receives confirmation on its email system that the email has been transmitted;

16.1.8 notices under clause 20 must only be given in writing in accordance with clauses 16.1.2(i) and may not be given by email. Although any giving of such communications by email will not be effective communication for the purposes of the Agreement, a Party may elect to send a copy of such communication by email; and

16.1.9 for the purpose of this clause 16, email includes email whether sent using a network or using a common information system, or third party document control system.

17 Entire Agreement

17.1 This Agreement sets out the entire agreement between the Consultant and the Owner in relation to the Project and replaces all prior agreements and understandings. All additions, amendments and variations shall be binding only if in writing and signed by duly authorised representatives of the Owner and the Consultant.

18 The Role of Consultant's Project Manager

18.1 The Consultant warrants and undertakes to the Owner that the Project Manager (as defined in Schedule 1) shall:

18.1.1 assume and maintain personal control, management and supervision of the Services to be performed by the Consultant;

18.1.2 establish and maintain direct and regular personal contact and communication with the Owner and the Owner's Engineer on all matters pertaining to the Consultant's responsibilities under this Agreement;

18.1.3 prepare for and make himself available to attend all key meetings with and presentations to (inter alia) public organisations and/or authorities, funders, purchasers, tenants, managing agents and/or contractors with whom the Owner is or may be in negotiation ; and

18.1.4 abstain from any and all other professional appointments and/or responsibilities which might impede or impair the ability of the Lead

Partner / Director to fulfil the aforementioned functions and ensure that the Services are at all times performed in accordance with the requirements of this Agreement;

18.2 The Consultant shall allocate to the Project sufficient and appropriate numbers of appropriately qualified and experienced personnel and shall ensure (where appropriate) such continuity of personnel as is or may be necessary to ensure at all times the proper, effective and efficient performance of the Services in accordance with the requirements of this Agreement.

19 Waiver

19.1 Failure by either Party at any time to enforce any provision of this Agreement against the other shall not be construed as a waiver of such entitlement and shall not affect the validity of this Agreement or any part or parts hereof or the right of the relevant Party to enforce any provision in accordance with its terms. The rights and/or remedies of either Party may only be waived by formal written waiver which is signed by a duly authorised representative of the Party waiving its rights and which makes express and unequivocal reference to the waiver being made pursuant to this Clause 19.

20 Dispute Resolution

20.1 In the event of any dispute, question or difference of opinion between the Owner and the Consultant arising out of or under the Agreement ("Dispute"), a Party may give to the other Party a notice ("Notice of Dispute") specifying the Dispute and requiring its resolution under this clause 20.1.

20.2 If a Notice of Dispute is given under clause 20.1 and the Parties are not otherwise able to resolve the Dispute, the Parties must nominate a senior representative to meet within a period of twenty (20) Business Days from the date on which the Notice of Dispute is received, or within such longer period as the Parties agree, the chief executive officers (or their respective nominees) of each Party may meet and attempt to resolve the Dispute by discussions in good faith. Unless the dispute can be resolved at that meeting or the chief executive officers agree otherwise, the chief executive officers must also discuss whether the Parties should attempt to resolve the dispute or difference by one of the methods referred to in clause 20.3 below.

20.3 The Parties may at any time, by agreement, attempt to resolve any Dispute by conciliation, mediation or expert determination before submitting that Dispute to arbitration.

20.4 If the Parties are unable to resolve the Dispute within a period of forty-five (45) Business Days from the date of the Notice of Dispute or within such longer period as the Parties may agree, either Party may submit the Dispute to arbitration as follows:

(a) Any Dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

(b) The seat of the arbitration shall be Singapore.

(c) The Tribunal shall consist of one (1) arbitrator.

(d) The language of the arbitration shall be English.

20.5 Neither the commencement nor conduct of any dispute settlement procedure will excuse any interruption to the Services or to the performance by the Parties of their respective obligations under the Agreement.

21 Law

21.1 This Agreement shall be governed by and construed in accordance with the laws of Thailand. Subject to clause 20, each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Thailand, with respect to any proceedings which may be brought at any time relating to this Agreement.

22 Limitation

22.1 The exclusions and limitations of rights, remedies, warranties, guarantees, obligations and liabilities set out in this Agreement shall be exclusively those set forth in the Agreement and those stated exclusions and limitations are in lieu of any others available at law or in equity. Where no specific right or remedy is specifically articulated in the Agreement in respect of any limitations or exclusions of rights, remedies, warranties, guarantees, obligations or liabilities, any right to remedy as may be available at law or in equity shall be available to the relevant party.

22.2 The exclusions and limitations of liability set out in this Agreement shall apply irrespective of whether liability arises by statute, contract, tort (including but not limited to negligence) or otherwise at law.

22.3 Notwithstanding when the cause of action may have accrued, the Consultant will remain liable to the Owner under this Agreement until the expiry of the Limitation Period and any shorter statutory Limitation Period shall not apply.

22.4 The Consultant's total aggregate liability to the Owner whether arising out of or in connection with the Agreement (including for any consequential losses) is limited to the greater of one hundred percent (100%) of the Fee under this Agreement or one

million US Dollars (US$1,000,000), except that the Consultant's liability shall not be reduced by, and liability shall be unlimited in respect of:

(i) the Consultant's liability in any case of fraud, deliberate default, gross negligence, reckless misconduct, Wilful Default and/or abandonment of the Agreement.

(ii) the Consultant's liability for death or personal injury caused by the Consultant's negligence.

(iii) the Consultant's liability for indemnities under this Agreement in relation to claims by third parties.

(iv) cost of reperformance of the Services under clause 3.13,

(v) recoveries under any Project insurance policies taken out by the Owner.

(vi) loss or damage to the Owner's property (other than the Works) for which the separate cap on liability set out in clause 12.3.4 shall apply.

23 Partnership

23.1 If the Consultant is a partnership then each partner of the Consultant shall be jointly and severally liable.

EXECUTED as a DEED by the Parties and delivered on the date at the beginning of the Agreement

EXECUTED by)
Kuwait Petroleum Aviation (Thailand) Limited)
acting by two Authorised Signatories)

Authorised Signatory Signature: .....

Authorised Signatory

Print Name: Fadel Al-Faraj, Managing Director Global Businesses

Authorised Signatory Signature: .....

Authorised Signatory

Print Name: Talat Bousheetan, Projects Director

EXECUTED by)
Foster Wheeler (Thailand) Ltd)
acting by one authorised signatory)

Authorised Signatory Signature: .....

Authorised Signatory

Print Name: Graham Pope, Director and General Manager

Q8 Aviation

amec foster wheeler

AMBER (JP8 OPERATIONS CONVERSION) PROJECT

AT

KPAT TERMINAL, THAILAND

FW PROJECT NO. 23212

CONTRACT NO.: 001/23212

PILING, CIVIL AND STRUCTURAL STEEL

CONTRACT DOCUMENT

Q8 Aviation

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AMBER PROJECT
CONTRACT NO.: 001/23212
PILING, CIVIL AND STRUCTURAL STEEL WORKS
Kuwait Petroleum Aviation (Thailand) Ltd.

PART A & B

AGREEMENT & GENERAL CONDITIONS OF CONTRACT

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KUWAIT PETROLEUM AVIATION (THAILAND) LTD.

- and -

SWOT CONSTRUCTION CO., LTD.

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This Contract is made on 24th August, 2017

Between

Kuwait Petroleum Aviation (Thailand) Ltd., whose registered office is Floor 10, Lake Rachada Office Complex, 193/38 Rachadapisek Road, Klongtoey, Bangkok 10110, Thailand (the "Owner"); and

Swot Construction Co., Ltd., whose registered office is 209 Moo 2, Tungsukla, Sriracha, Chonburi 20230, Thailand (the "Contractor").

WHEREAS the Owner operates a fuel storage facility in Chonburi, Thailand (the "Site") that contains amongst others, eight above ground storage tanks.

WHEREAS the Owner wishes to employ the Contractor and the Contractor wishes to accept the employment, as an independent contractor, to furnish materials, equipment, plant machinery, consumables, labor skills, expertise and services necessary to the Works at the Owner's KPAT terminal.

The Parties agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them:

"ASME B31.3" means the American Society of Mechanical Engineers requirements for piping typically found in petroleum refineries; chemical, pharmaceutical, textile, paper, semiconductor, and cryogenic plants; and related processing plants and terminals.

"ASME Section V" means means the American Society of Mechanical Engineers

"Bank Guarantee" has the meaning given to it in Clause 3.2.

"Baht" means the lawful currency of Thailand.

"Business Day" means any day (excluding Saturday, Sunday and public holiday) which is a normal bank working day in Thailand.

"Commencement Date" means the date on which the Contractor is to commence the performance of the Works pursuant to Clause 2.3.

"Completion" means the date on which an acceptance certificate is issued by Owner to Contractor for satisfaction of Payment Milestone as set out in Appendix 2.

"Completion Date" means Refer Part D, section 1. 2018, or such date that may be amended or extended in accordance with Clause 7 hereof.

"Contract" means the contract made between Owner and Contractor and comprises the documents stated in the terms and conditions to form the Contract including all appendices.

"Contract Price" means the meaning given to it under Clause 11.1.

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"Contractor's Default" has the meaning given in Clause 12.2.

"Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works.

"Defects Liability Period" means the period of one year following completion of the Works, during which the Contractor is responsible for making good defects and damage in accordance with Clause 9.

"Delay Liquidated Damages" has the meaning given in Clause 7.3.

"Force Majeure" has the meaning given in Clause 15.1.

"Invitation to Tender" means the invitation to tender including its addendums and clarifications provided to the Contractor and as is set out in [Appendix 3].

"Lump Sum Payment" means the meaning given to it under Clause 11.1exclusive of value added tax to be paid in accordance with the Payment Milestones.

"Notice to Proceed" means the written notice to be issued by the Owner to the Contractor pursuant to Clause 2.2 specifying the Commencement Date.

"Owner's Technical" means KPIAC Technical Department.

"Parties" means the Owner and the Contractor and **"Party"** means any of them.

"Payment Milestones" means the schedule of payments, applicable milestones and conditions to be satisfied as set out in Appendix 2 that need to be met before Owner has an obligation to make such relevant payment of the Lump Sum Price.

"Project" means the AMBER (JPS Operations Conversion) Project where located at KPAT Terminal, Leamchabang, Chonburi, Thailand.

"Project Scope" means without limitation of the execution of all Works and all services to be performed by the Contractor under this Contract.

"Safety Regulations" has the meaning given to it in Clause 3.5(a)

"Schedule of Payments" has the details given to it under Part E.

"Specification and Technical Documents" means each of the specification and technical documents set out in Contract Requisition listed in Part C of this Contract.

"Variation Order" has the meaning given to it in Clause 10.1.

"Works" means the scope of works set out in Contracts Requisition listed in Part C of this Contract.

"Works Schedule" means the schedule to complete the Works as set out in Appendix 1.

1.2 **Headings and Title**

The headings and titles in this Contract shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract.

1.3 **Interpretation**

1.3.1 Words importing persons or parties shall include firms and corporations and any organisation having legal capacity.

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1.3.2 Words importing the singular only also include the plural and vice versa where the context requires.

1.3.3 References herein to Clauses and Appendices shall be deemed references to Clauses and Appendices to this Contract (unless it appears otherwise from the context).

1.3.4 References to the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to," whether or not they are followed by such phrases or words of similar import.

2. THE OWNER

2.1 Access to and Possession of the Site

The Owner shall, as to be mutually agreed between the Parties, grant the Contractor access to the Site. A temporary work area will be allocated within the Site for temporary laydown, storage and/or fabrication (as the case may be) with an entrance independent of the main Site entrance ("Work Area").

2.2 Owner's Right of Access

Owner and its authorized representatives reserve the right to access and inspect the Works being performed whenever and wherever they are being performed, including but not limited to the premises of the Contractor or Contractor's sub-contractor's premises. Contractor shall procure that that Owner has access to Contractor's sub-contractor's premises.

2.3 Notice to Proceed

The Owner shall issue a Notice to Proceed to the Contractor, which authorises the commencement of all Works under the Contract. The Contractor shall commence performance of the Works on the date which the Owner specifies (the "Commencement Date") in the Notice to Proceed.

2.4 Conditions Precedent

The obligations of the Parties to perform their obligations hereunder shall be subject to the satisfaction by the Owner of the following conditions:

(a) Conditions of Contract Clauses 1. to 20. inclusive.
(b) Minutes of meetings of commercial and technical clarifications
(c) Contract Requisition listed in Part C of this Contract

If there is any inconsistency between the Conditions of Contract and the Appendix, the text of the Conditions of Contract shall take precedence over the Appendix unless the text expressly indicates otherwise. Contractor shall immediately refer to Owner for clarification of any such inconsistency. Any matter set forth in one portion of the Contact but omitted from another portion shall be treated as though set forth in both the portions.

2.5 Provision of Electricity

(a) Subject to Clause 2.5(b), Contractor shall provide its own electricity supply for carrying out the Works at the Site and/or Work Area.

(b) Owner will provide, free of charge, electricity for use of the office facility at the Site.

2.6 Delegation to Owner's Engineer

Notwithstanding anything to the contrary in this Contract, the Owner shall have the right to delegate responsibility for matters related to the Works to the Owner's Engineer provided that Owner continues to be liable to honor its obligations in accordance with the Contract.

3. OBLIGATIONS AND REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

3.1 General Obligations and Representations and Warranties

The Contractor represents and warrants that in shall carry out the Works:

(a) using skill, care and diligence to be expected of appropriately qualified and experienced professional designers, engineers and constructors with experience in works of a type, nature and complexity similar to the Works in accordance with generally accepted standards and professional engineering practice incorporating satisfactory quality assurance procedures which conforms with the Invitation to Tender and shall provide all necessary Contractor's Equipment and labour;

(b) in a workmanlike and professional manner in accordance with prudent industry practices, modern engineering design, project management and supervisory principles and practices and in accordance with the standards to be expected from leading international contractors with experience in similar projects using similar technology and of a similar size, scope and complexity to the Project;

(c) manufacture and fabricate consistent with prudent industry practices and in accordance with the standards and codes of practice specified or referred to in the Contract, and where no such standards and codes are specified, to the standards consistently employed in projects of a similar size, scope and complexity to the Project by leading international contractors;

(d) so that upon completion and in accordance with the Contract, satisfy the performance criteria set out in the Contract unless otherwise agreed in writing by the Owner;

(e) so as to comply at all times with all laws and licenses, permits, approvals of any governmental authority having jurisdiction over the matter in question.

The Contractor represents that it has the required skill and capacity as a professional in the business to perform the Works in the manner described in the Contract. The Contractor further represents and warrants that all the Works will be free from all defects in design, workmanship and material in accordance with the Invitation to Tender during the Defects Liability Period. This warranty does not cover improper use or maintenance.

3.2 Bank Guarantee

The Contractor shall provide a bank guarantee in favour on the Owner not later than 14 days from the date of this Contract in substantially the same form as set out in the Invitation to Tender ("Bank Guarantee"). The Bank Guarantee shall be in an amount equal to 10% of the awarded Contract Price and must remain valid for the duration of the Contract until finish of Defects Liability Period

3.3 Contractor's Representative

(a) The Contractor shall employ one or more competent representatives acceptable to the Owner to superintend the carrying out of the Works. They shall be fluent in the English language for day to day communications. Their names and qualifications shall be communicated in writing to the Owner.

(b) Any instruction or notice which the Owner gives to the Contractor's representatives mentioned in Clause 3.3 (a) above shall be deemed to have been given to the Contractor.

(c) Any decision, advice or instruction given by the Contractor's representative mentioned in Clause 3.3 (a) above to the Owner shall have the same effect as though it had been given by the Contractor.

(d) Any appointment or removal of the Contractor's representatives shall be in writing and shall not take effect until a copy thereof has been delivered by the Contractor to the Owner.

3.4 Contractor's Equipment

(a) The Contractor shall provide all Contractor's Equipment necessary to complete the Works.

(b) All Contractor's Equipment shall, when brought on to the Site and/or Work Area, be deemed to be exclusively intended for the execution of the Works. At its sole discretion, the Contractor shall be allowed to remove from, or bring back to, the Site and/or work Area any such equipment, as appropriate and necessary, for the completion of the Works.

(c) The Contractor shall provide suitable and safe storage and protection for Owner's Equipment under the care and control of the Contractor and at no additional costs to the Owner. Any unaccounted variations in inventory quantities of Owner's equipment under the care and control Contractor shall be remedied by the Contractor at no cost to Owner.

3.5 Safety Precautions

(a) The Contractor at all times shall fully comply and observe the Owner's safety, health and environmental regulations including those that may be amended from time to time by the Owner ("**Safety Regulations**") and Thai laws and regulations regarding safety on the Site as they relate to the construction, installation, testing and commissioning of the Works to be delivered by the Contractor. For the avoidance of doubt, the initial Safety Regulations are provided in the Invitation to Tender.

(b) The Contractor acknowledges that it has been provided with a copy of the Safety Regulations and it has read and understands the Safety Regulations.

(c) The Contractor shall take all reasonable measures in consultation with the Owner to protect the safety of all persons (including, without limitation, vendors' and subcontractors' employees, servants, agents, suppliers and invitees) who at the Contractor's or Owner's request come into the Site and/or Work Area.

3.6 Owner's Equipment

Except for the free issue materials set out in the Invitation to Tender ("**Owner's Equipment**"), there is no Owner's equipment available for use by the Contractor.

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3.7 Clearance of Site

The Contractor shall from time to time during the progress of the Works clear away and remove all surplus materials and rubbish provided that it was brought onto Site and/or Work Area or generated by the Contractor. On completion of the Works, the Contractor shall remove all Contractor's Equipment, all surplus materials, rubbish, and waste from the Site and/or Work Area.

3.8 Compliance with Laws and Regulations

The Contractor shall, at all times and in all matters arising in the performance of the Contract, observe and fully comply in all respects with, and give all notices required by the provisions of any law or regulation, of any duly constituted authority. The Contractor shall protect and indemnify the Owner and the Owner's directors, officers and agents against any claim or liability arising from or based on violation of any law or regulations imposed on the Contractor in relation to the Works.

3.9 Licenses and Permits

The Contractor shall, on behalf of the Owner, obtain any licenses or permits required to perform the Works at the Site and/or Work Area.

3.10 Coordination Meetings

Contractor shall attend, as required by the Owner, coordination meetings with Owner from time to time.

4. DESIGN

4.1 Specification and Technical Documents

The Parties agree that the Specification and Technical Documents are agreed by the Parties and the Works shall be in accordance with the Specification and Technical Documents unless otherwise agreed in writing by both Parties.

5. LABOR

5.1 Engagement of Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all labour including payment of remuneration and any amounts required under law.

5.2 Sub-contractors

The Contractor may appoint sub-contractors to provide services to Contractor however before such appointments are made; Contractor must obtain the prior written consent of the Owner. The Contractor agrees that in the event of sub-contract, the Contractor shall not be released from any and all obligations, responsibilities, and liabilities under this Contract.

5.3 Labour Law

The Contractor shall at all times observe and fully comply with all applicable Thai labor law and all rules and regulations issued pursuant thereto and government rules.

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6. WORKMANSHIP AND MATERIALS

6.1 Manner of Execution

All Works to be done by or on behalf of the Contractor and the Contractor's sub-contractors shall be executed in the manner and in accordance with the Contract. Where the manner of fabrication and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with recognised international industry practice.

6.2 Independent Inspection

The Owner shall have the right to inspect all aspects of the Works at any reasonable time. The Owner shall have the right to delegate any inspection of the Works to the Owner's Engineer.

7. PROGRAMME

7.1 Time for Completion

The Contractor shall complete the Works in accordance with the Works Schedule and in any case no later than the Completion Date.

7.2 Claims for Extension of Time for Completion

The Contractor may claim an extension to the Completion Date if:

(a) Not applicable;

(b) the Owner's Default under Clause 13.1; or

(c) Force Majeure.

Not applicable.

The Owner shall, after due consultation with the Contractor and in the Owner's own discretion which shall not be unreasonably withheld or delayed, grant the Contractor from time to time, either prospectively or retrospectively, such extension to the Completion Date as may be justified. The Owner shall notify the Contractor accordingly.

7.3 Delay in Completion

If the Contractor fails to complete the Works by the Completion Date, the Contractor shall pay delay liquidated damages of point one percent (0.1%) per day of the Contract Price with a maximum Delay Liquidated Damages of ten percent (10%) of the Contract Price ("Delay Liquidated Damages").

7.4 Order to Suspend

Provided there is a reasonable ground, including the movement of fuel in to or out of tanks or any time there is a hazardous atmosphere at the Site and/or the Work Area, the Owner may at any time instruct the Contractor to suspend progress of the Works. The Contractor agrees it shall have no right to make any claim for additional compensation or otherwise for such suspension of the Works.

7.5 Resumption of Work

Permission or instruction to proceed after Works have been suspended shall be given, in writing, by Owner to Contractor.

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8. TESTS ON WORKS

8.1 Tests

Testing of the Works shall be done in accordance with Contracts Requisition listed in Part C of the Contract.

9. DEFECTS AFTER TAKING OVER

9.1 Making Good Defects

The Contractor shall be responsible for making good any defect in or damage to any part of the Works which may appear or occur during the Defects Liability Period and which arises from, either:

(a) any defective materials, workmanship or design, or

(b) any act or omission of the Contractor during the Defects Liability Period.

The Contractor shall make good the defect or damage without reasonable delay and at the Contractor's own cost and expenses.

9.2 Notice of Defects

If any such defect appears or damage occurs, the Owner shall deliver a notice in writing to the Contractor and the Owner may fix a reasonable time for remedying the defect or damage

9.3 Failure to Remedy Defects

If the Contractor fails to remedy the defect or damage within the time fixed by Owner, the Owner may carry out the work himself or by others at the Contractor's risk, costs and expenses, provided that he does so in his reasonable manner. The costs properly incurred by the Owner in remedying the defect or damage shall be deducted from the Contract Price, but the Contractor shall have no responsibility for such work or (ii) if the Owner has paid to the Contractor the Contract Price in full, claim against the Contractor for such costs and the Contractor shall reimburse such costs within 7 days.

9.4 Removal of Defective Work

If the defect or damage is such that repairs cannot be expeditiously carried out on the Site and/or Work Area, the Contractor may with the consent of the Owner remove from the Site for the purposes of repair any part of the Works which is defective or damaged.

10. VARIATIONS

10.1 Owner's Right to Vary

The Owner may by variation order to the Contractor at any time before the Works are taken over and Completion occurs, instruct the Contractor to alter, amend, omit, add to or otherwise vary any of the Works ("Variation Order").

The Contractor shall not vary or alter any of the Works or any part of the Works, except in accordance with a Variation Order from the Owner. The Contractor may, however, at any time propose variations of the Works to the Owner.

10.2 Variation Order Procedure

Prior to any Variation Order under Clause 10 the Owner shall notify the Contractor of the nature and form of such variation.

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As soon as possible after having received such notice, the Contractor shall submit to the Owner:

(a) a description of work, if any, to be performed in respect to the envisaged variation and a programme for its execution; and

(b) the Contractor's proposals for any necessary modifications to the Programme according to Clause 7.1 or to any of the Contractor's obligations under the Contract,; and

(c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Owner shall, after due consultation with the Contractor, decide as soon as possible whether or not the variation shall be carried out.

If the Owner decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Owner's submission or as modified by agreement.

10.3 Disagreement on the Adjustment of the Contract Price

If the Contractor and the Owner are unable to agree on the adjustment of the Contract Price, the dispute shall be resolved in accordance with Clause 16. Due account shall be taken of any over- or under-recovery of overheads by the Contractor in consequence of the variation. Furthermore, the following shall be taken into consideration in the adjustment of the Contract Price:

(a) the reasonable cost of any partial execution of the Works rendered useless by any such variation, and

(b) the reasonable cost of making necessary alterations to Works already manufactured or in the course of manufacture or of any Works done that have to be altered in consequence of such a variation; and

(c) any additional reasonable costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Programme.

10.4 Contractor to Proceed

On receipt of a Variation Order, the Contractor shall forthwith proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract.

The Works shall not be delayed pending the granting of an extension of the Time for Completion.

10.5 Records of Cost

In any case where the Contractor is instructed to proceed with a Variation Order prior to the determination of the adjustment to the Contract Price in respect thereof, the Contractor shall keep records of the cost of undertaking the Variation Order and of time expended thereon. Such records shall be open to inspection and verification by the Owner at all reasonable times.

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11. CONTRACT PRICE AND PAYMENT

11.1 Lump Sum Price (Contract Price)

The descriptions of items given in the Schedule of Rates and Prices are for guidance only. It is the Contractor's sole responsibility to determine the exact nature and extent of the Works to be performed under the Contract. No claim or the Contract Price adjustment arising as the result of the Contractor's failure in this respect will be considered.

The quantities of the performed works set out in the Schedule of Rates and Prices are the estimated quantities of the work and are not intended to be taken as the actual and correct quantities of the Works to be executed by the Contractor under the Contract. The Contractor shall calculate the value of the work for which it considers that it is entitled to submit an application for progress payment and the final account by measure or re-measure in accordance with the Contract for the Owner review and approval.

11.2 Terms of Payment

Payment shall be made according to Payment Milestones of this Contract as set out in Appendix 2

Owner shall have the right to withhold from any payment due to the Contractor, including the final payment of the Lump Sum Price, such amounts as the Owner deems necessary or appropriate to protect it from liability because of any one or more of the following reasons:

(i) defects and deficiencies in any Work, whether or not payment has been made therefor;

(ii) either the filing of third-party claims or liens for which the Contractor is liable or reasonable evidence indicating probable filing of such claims;

(iii) a dispute as to the accuracy or completeness of any request for payment;

(iv) the Contractor's failure in any material respect to carry out the Works or perform any of its obligations under this Contract; and

(v) any withholding tax required by law.

11.3 Method of Application

The Contractor shall submit applications for interim payments for the Owner approval at intervals of not less than a calendar month. The applications shall be in the form of statements showing:

(a) Any entitlement for payment of part of the Contract Price relating to any designated Milestone achieved during the period for which the statement is issued, together with the amount of any lump sum or other scheduled payment as may be due under Milestones achieved during said period ;

(b) The amount to which the Contractor, by way of Variation Order, considers itself entitled to in connection with all other matters (including, but not limited to, any items to be the subject of fixed unit rates or cost reimbursement) for which provision is made under the Contract.

When the Owner has verified the amount of an application and statement submitted, but in no event later than thirty (30) days after he received the application and progress statement, the Owner shall certify and notify the Contractor of the amount certified and the basis upon which the amount has been calculated by way of a payment certificate issued by the Owner.

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11.4 Payment

The Owner shall pay the amount certified within thirty (30) days from the date of receipt of correct invoice and confirmation from both Parties that the relevant Milestone was achieved.

Payment shall be made by wire transfer or by account payee cheque to:

Bank:	:	Krungthai Bank
Branch	:	Tha Rua Laemchabang
Account Name	:	Swot construction Co., Ltd.
Account Number	:	277-1-00860-2

12. TERMINATION BY OWNER

12.1 Notice of Default

In respect of the Project, if the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations, the Owner may give notice to the Contractor requiring him to make good such failure or neglect within a specified period which shall not be unreasonable taking into account the circumstances.

12.2 Contractor's Default

Subject to any other provision of the Contract allowing termination by the Contractor, in the event that the Contractor:

(a) has failed to comply within the time specified in a notice under Clause 12.1; or

(b) assigns the Works without the Owner's written consent; or

(c) commits any breach of or fails to comply with or observe the provisions of this Contract or any of them; or

(d) becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors (including, if a so-called "provisional administrator" is appointed over the assets of the Contractor) or goes into liquidation;

the Owner may, at its absolute discretion choose to:

(i) upon fourteen (14) days written notice (save for (d) above which shall not require notice) to the Contractor at its absolute discretion choose to:

(A) postpone the fulfilment of its obligations under the Contract until such default has been remedied and satisfactory assurances have been provided by the Contractor;

(B) take the whole or part of the Works out of the Contractor's hands and take such measures as are reasonably required by the Owner to facilitate the taking out, including making such deductions from payments otherwise due to the Contractor as reflects the works taken out; or

(ii) give the Contractor written notice that:

(A) the Contractor has committed an act or omission constituting a Contractor's default;

(B) the Owner intends to terminate the Contract at the end of the period given by the Owner in the notice;

(C) the Contractor is to remedy such default within the period given pursuant to (B) above; and

(D) if the Contractor does not remedy the default within the period given, the Owner will terminate the Contract without having to require any consent from any Court of authority.

The period allowed for remedial action under Clause 12.2(ii) above shall be no less than seven (7) days, except in case of Clause 12.2 (d) where no such remedy period is required.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Owner or the Contractor under the Contract.

The Owner may upon such termination complete the Works himself or engage any other contractor to complete the Works.

Notwithstanding anything to the contrary herein, unless otherwise agreed between the parties hereto, this Contract shall be deemed automatically terminated if and when the Contract is terminated for any reason, in which event the Owner's liability towards the Contractor shall only be the payment to the Contractor of the value of the work done by the Contractor up to the time of the said termination. Owner and Contractor agree to discuss and agree in good faith an agreed upon amount for the value of the Works completed at the time of termination.

The Contractor shall be liable to the Owner for all damages under the terms of this Contract and otherwise, including increased construction costs and increased administrative costs, suffered by the Owner as a result of the Contractor's default. All such damages may be recovered by the Owner from the Contractor in accordance with Clause [20.2] of this Contract or, without prejudice to that right, the Owner shall have the right to suspend payment under this Contract until the default has been rectified and have the right to deduct from any money due or becoming due to the Contractor under this Contract. The Owner may exercise any or all of the foregoing rights to the extent necessary to satisfy the full amount of any obligations of the Contractor, and if any balance remains owing to the Owner, it may be collected against the Contractor.

12.3 Payment after Termination

After termination under Clause 12.2 has taken effect, the Owner shall have the rights conferred by this Clause namely, without prejudice to other rights or entitlements granted to it in the Contract:

(a) the Owner shall not be liable to make any further payments to the Contractor until the Works have been completed, except any payments obligations arising prior to the date of termination under Clause 12.2, which shall be made in accordance with Clause 11.4.

(b) When the Works are so complete, the Owner shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works.

12.4 Cessation of Work and Removal of Contractor's Equipment

Upon termination of the Contract (whether by the Owner or the Contractor), the Contractor shall promptly:

(a) cease all further work, except for such work as may have been instructed by the Owner or is necessary for the protection of life or property or for the safety of the Works;

(b) procure the assignment of any subcontract as requested by the Owner;

(c) hand over the Works to the extent that they have been executed at the date of termination to the Owner and/ or any person designated by the Owner; and

(d) remove all other goods from the Site and/or Work Area, except as necessary for safety, and leave the Work Area and Site.

13. SUSPENSION AND TERMINATION BY CONTRACTOR

13.1 Owner's Default

In case the Owner:

(a) subject to Clause 11.4, fails to pay the Contractor the amount due under any payment certificate within 30 days after the amount became payable; or

(b) fails to cause to issue any certificate of the Owner as required hereunder; or

(c) fails to give permission to proceed in the event of a suspension that effects the whole of the Works under Clause 7.5; or

(d) becomes bankrupt or insolvent, has a receiving order made against him, compounds with his creditors, or caries on business under a receiver, trustee or manager for the benefit of his creditors or goes in to liquidation; or

(e) consistently fails to meet his material obligations hereunder,

("Owner Default"),

the Contractor may, at its absolute discretion choose to:

(i) give thirty (30) days written notice to the Owner that the Contractor will postpone the fulfilment of its obligations under the Contract until such default has been remedied and satisfactory payment security is established covering the outstanding part of the Lump Sum Price, and/or

(ii) give the Owner written notice that:

(A) the Owner has committed an act or omission constituting an Owners default;

(B) the Contractor intends to terminate the Contract at the end of the period given by the Contractor in the notice;

(C) the Owner is to remedy such default within the period given pursuant to (B) above; and

(D) if the Owner does not remedy the default within the period given, the Contractor will terminate the Contract without having to require any consent from any Court of authority.

The period allowed for remedial action shall be no less than 21 days.

Any such termination shall be without prejudice to any other rights of the Contractor or the Owner under the Contract.

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13.2 Removal of Contractor's Equipment

On such termination, the Contractor shall be entitled to remove immediately all Contractor's Equipment which is on the Site and/or Work Area.

13.3 Payment on Termination for Owner's Default

In the event of such termination the Owner shall pay the Contractor for the value of the Works completed at the time of termination. Owner and Contractor agree to discuss and agree in good faith an agreed upon amount for the value of the Works completed at the time of termination.

14. RISK AND RESPONSIBILITY

14.1 General Indemnity

The Contractor hereby warrants and represents that it holds and/or has received all the necessary licences and consents which are required from any licenser and any other person in connection with the design, construction, operation and maintenance of the Works, and the Contractor shall hold harmless and indemnify the Owner, its directors and employees from and against all claims losses, liabilities, expenses, charges, liens and other obligations whatsoever in connection with this Contract and from and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto provided that the claim or proceedings arise out of the design, construction, manufacture or use of the Works.

14.2 Claims

The Contractor shall be promptly notified of any claim under this Clause made against the Owner. The Contractor together with the Owner may at his own cost conduct negotiations for the settlement of such claim, and any litigation that may arise there from.

The Owner shall not make any admission, which might be prejudicial to the Contractor unless the Contractor has failed to take over the conduct of the negotiations or litigation within a reasonable time after having been so requested.

The Contractor may conduct such negotiations or litigation referred to above on the condition that he shall provide the Owner such reasonable security as the Owner may require as quickly as reasonably possible. The security shall be for an amount which is an assessment of the compensation, damages, expenses and costs for which the Owner and/or the Owner may become liable and which are the subject of the indemnity under Clause 14.1.

The Owner shall, at the request of the Contractor, provide all available assistance for the purpose of contesting any such claim or action, and shall be repaid all reasonable costs incurred in so doing.

14.3 Contractor's Liability

The Contractor shall, until the end of the Defects Liability Period or any extended period of Defects Liability Period, defend, indemnify, be liable for and hold harmless to the Owner against all losses, expenses (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) and claims, including (without limitation) any claims in respect of any loss of or damage to physical property (other than the Works), death or personal injury, arising out of or resulting from or occurring to the extent caused by:

(a) defective design, material or workmanship of the Contractor;

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(b) negligence or breach of statutory or contractual duty of the Contractor, or its respective employees, advisors, consultants and agents; or

(c) the performance by the Contractor under the Contract, any subcontractor, any person or organization directly or indirectly employed by any of them regardless of the negligence of any such party,

save for loss or damage arising through the Owner's gross negligence or wilful default.

14.4 Accidents

The Contractor shall be liable for and shall indemnify the Owner against all losses, expenses or claims arising in connection with the death of or injury to any person employed by the Contractor for the purposes of the Works, unless caused by the gross negligence or wilful default of the Owner or other contractors engaged by the Owner or by their respective employees or agents.

14.5 Liability for Indirect Damages

Neither party shall be liable to the other for any loss of profit, loss of use, loss of production, loss of data, loss of financing costs, loss of contracts or for any other indirect damage that may be suffered by the other, except as expressly provided in this Contract.

14.6 Liability after Expiration of Defects Liability Period

Except as otherwise set forth herein, the Contractor shall have no liability to the Owner for any loss of or damage to the Works or the Project which occurs after the expiration of the Defects Liability Period, unless caused by gross negligence or wilful default of the Contractor.

14.7 Mitigation of Loss or Damage

In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

14.8 Insurances

Without limiting or reducing Contractor's liability and responsibility hereunder, Contractor shall procure and maintain, at its own cost and expense and through first class insurers, during performance of the Works and shall ensure that any subcontractors do likewise, the following insurance applicable to its activities with respect to and for the duration of the Contract:

(a) Comprehensive General Third Party Liability Insurance in the amount of one million US Dollars (1,000,000 USD.) for any one claim and without limit to the number of claims in respect of any bodily and/or personal injury including death and property damage or destruction of any person or property which shall arise out of or in consequence of Consultant's performance of the Services. Such policy shall include Contractual Liability cover and a cross liability provision.

(b) Such Employer's Liability, Workmen's Compensation Insurance or similar cover which the Consultant is statutorily required to effect with respect to its personnel

(c) Any other insurance which may be relevant and/or necessary and/or may be required by law.

All insurance policies shall be endorsed to provide the Employer with not less than thirty (30) days notice of any cancellation or material amendment thereof.

The Consultant shall provide Owner with such evidence of its insurance coverage as the Owner may reasonably require.

Should Contractor at any time neglect or refuse to provide or renew any insurance required herein, or should any insurance be cancelled, Owner shall have the right to procure such insurance at the Contractor's cost. Owner shall be entitled to deduct such sums from any monies due or which may become due to Contractor in addition to any other remedies Owner may have under the Contract

15. FORCE MAJEURE

15.1 Definition of Force Majeure

Force Majeure means any circumstances which are unforeseeable and beyond the control of the Contractor or of the Owner upon due care and diligent performance, including but not limited to:

(a) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;

(c) rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, and civil unrest;

(d) closure of ports, suspension of government services, breakdown of communications, riot, commotion, disorder, strike, lockout and other industrial action, except where this involves any personnel and other employees of the Contractor, other than as a part of a nationwide industrial action; and/or

(f) natural catastrophes including, without limitation, flood, fire and earthquakes.

The burden of proof as to whether a Force Majeure event has occurred and whether the Force Majeure event excuses the party from performance shall be upon the party claiming such Force Majeure event.

15.2 Effect of Force Majeure

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the Commencement Date.

15.3 Notice of Occurrence

If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party of the event or circumstances constituting the Force Majeure and shall to the extent possible specify the obligations, the performance of which is or will be prevented.

15.4 Performance to Continue

Upon the occurrence of any circumstances of Force Majeure, the Contractor shall use his best endeavour to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Owner of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure.

However, the Contractor shall not take any such steps unless the Owner has approved the Contractor's proposed steps and reasonable remedy or remedies (if necessary); provided, that the Owner shall respond to the proposed steps and reasonable remedy or remedies within 72 hours. Such 72 hours may be extended by the Owner if the Owner requires additional time to consider the proposal of the Contractor. If the Owner has not responded within 72 hours, Owner shall be deemed to have approved and directed such steps

15.5 Damage caused by Force Majeure

If in consequence of Force Majeure the Works shall suffer loss or damage the Contractor shall be entitled to be paid for the value of the work done at that time, without regard to the loss or damage that has occurred but only to the extent such loss or damage has not been compensated by insurance proceeds.

15.6 Termination in Consequence of Force Majeure

If circumstances of Force Majeure have occurred and shall continue for a cumulative period of 90 days then, notwithstanding that the Contractor may by reason thereof have been granted an extension to complete the Works, either party shall be entitled to serve upon the other 21 days' notice to terminate the Contract. If at the expiry of the period of 21 days Force Majeure shall still continue the Contract shall terminate, otherwise the Contract shall continue to be in force and effect.

15.7 Payment on Termination for Force Majeure

If the Contract is terminated under Clause 15.6 the Contractor shall be paid the value of the Work done at that time. Owner and Contractor agree to discuss and agree in good faith an agreed upon amount for the value of the Works completed at the time of termination.

15.8 Release from Performance

If circumstances of Force Majeure occur and in consequence thereof under the law governing the Contract the parties are released from further performance of the Contract, the sum payable by the Owner to the Contractor shall be the same as that which would have been payable under Clause 15.7 if the Contract had been terminated under Clause 15.6.

15.9 Force Majeure Affecting Owner's Duties

The provisions of Clause 19 shall also apply in circumstances where the Owner is prevented from performing any of his duties under the Contract including (without limitation) the duty to make payment to the Contractor under the Contract by reason of Force Majeure; provided, however, subject to the foregoing, any payments due to the Contractor in accordance with Clause 15.7 shall be paid by the Owner in accordance with the provisions set forth in Clause 11.

16. DISPUTES AND ARBITRATION

16.1 Arbitration

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Thailand in accordance with the Arbitration rules of the Thai Arbitration Institute, the Ministry of Justice ("TAI Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Tribunal shall consist of three arbitrators to be appointed in accordance to the TAI Rules. The place of arbitration shall be Thailand.

The language of the arbitration shall be English.

16.2 Work to Continue

Performance of the Contract shall continue during arbitration proceedings unless the Owner shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be approved by the Owner (acting reasonably) and added to the Contract Price.

Except as otherwise set forth herein, no payments due or payable by the Owner shall be withheld on account of pending reference to arbitration.

17. CHANGE OF CONTROL

Notwithstanding any provisions to the contrary in this Agreement, Owner has the right to terminate this Contract, effective immediately, at any time and without prior notice or compensation in lieu thereof nor any goodwill indemnity by sending a fax and a letter to Contractor in the event there is a change in control of Contractor.

Change of control means the sale of all or substantially all the assets of Contractor; any merger, consolidation or acquisition of Contractor with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of Contractor in one or more related transactions.

18. NOTICES

Any notice, request or other communication required hereunder shall be deemed to have been duly given or made when it shall be in writing and delivered by hand or facsimile or by registered mail, addressed as follows:

If to Contractor,

Swot Construction Co., Ltd.
209 Moo 2, Tungsukla, Sriracha
Chonburi 20230 THAILAND
Tel: +66 38 352 593 to 4
Fax: +66 38 352 593
Attention: Mr. Suebsak Sukkham

If to Owner,

Floor 29, Exchange Tower,
388 Rachadapisek Road, Klongtoey, Sukhuvit Road
Bangkok 10110 THAILAND
Tel: +66 2 1049244
Fax: +66 2 1049101

19. CONTACT LIST

Any correspondence not required to be given under Clause 18 shall be given by email and sent to the contact list set out in Appendix 5.

20. GENERAL

20.1 Assignment

Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party.

20.2 Documents Mutually Explanatory

The Contract shall be taken as mutually explanatory. Any ambiguities or discrepancies shall be resolved amicably by both Parties.

20.3 Inconsistency

In case of any inconsistency between the terms of the Contract, the Invitation to Tender and Specification and Technical Documents, the terms of the Invitation to Tender and Specification and Technical Documents shall prevail.

20.4 Applicable Law

The interpretation and the construction of this Contract, and all matters relating hereto, shall be governed by the laws of Thailand.

20.5 Third Parties

Notwithstanding any other provision of this Contract, nothing in this Contract is intended to confer and nothing purports to confer any right to enforce any of its terms on any person who is not a party to it.

20.6 Waivers

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy, other than expressly stated in this Contract.

20.7 Amendment

No amendment or waiver of any provision of this Contract, or consent to any departure therefrom, shall be effective unless in writing and signed or consented to (in writing) by the Parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

20.8 Unenforceability

Any provision of this Contract that is prohibited, unenforceable or not authorized in any one jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions of this Contract or affecting the validity, enforceability or authorization of such provision in any other jurisdiction.

20.9 Entire Agreement

This Contract, together with any other agreements, documents, or certificates to be executed by the Parties pursuant to this Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby. All previous documents, undertakings, and agreements, whether oral, written or otherwise, between the Parties concerning the subject matter of this Contract are hereby cancelled and shall not affect or modify any of the terms or obligations set forth in this Contract.

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20.10 Confidentiality

The Parties agree that this Contract shall be kept confidential and shall not be disclosed to any third party, except as such disclosure is required by an applicable law or regulation or by any governmental authority having jurisdiction over any of the Parties or such disclosure is made by any Party to their financial, legal or other professional advisors on a "need to know" basis. In the event that a proper request is made for this Contract by any governmental authority, the Owner shall notify the Contractor of such request and the Owner and Contractor shall promptly meet to discuss an appropriate course of action provided, however, that nothing contained in this sub-clause shall obligate the Owner to violate any applicable law or refuse any properly presented request made by any governmental authority. If any Party discloses this Contract in violation of this sub-clause, it shall indemnify and hold the other Parties harmless from any present or future claim, liability, fine or penalty, including any claim for payment of additional taxes, in each case as a result of disclosure of this Contract. The restrictions contained in this Clause 20.10 shall survive the termination or expiry of this Contract.

20.11 Governing Law

This Contract shall be governed by and construed in accordance with the laws of Thailand.

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IN WITNESS WHEREOF, the parties hereto, having read and understood the contents of this Contract, have caused this Contract to be signed in their respective names as well as affixed with the company's seal of (if any) as of the date first above written.

SIGNED for and on behalf of
Kuwait Petroleum Aviation (Thailand) Ltd.

By:

Title:

SIGNED for and on behalf of
Swet Construction Co., Ltd.

By: PRAYUK NISSHAMANIT

Title: Managing Director

Q8 Aviation

amec foster wheeler

AMBER (JP8 OPERATIONS CONVERSION) PROJECT

AT

KPAT TERMINAL, THAILAND

FW PROJECT NO. 23212

CONTRACT NO.: 002/23212

MECHANICAL AND PIPING

CONTRACT DOCUMENT

Pattaree K WW.

Q8 Aviation

amec foster wheeler

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Nattaree Y. WW.

KUWAIT PETROLEUM AVIATION (THAILAND) LTD.

- and -

CHART KARNCHANG LAEMCHABANG CO., LTD.

Nattaree Y. WW.

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Paiparee Y. WN.

This Contract is made on 24th August 2017

Between

Kuwait Petroleum Aviation (Thailand) Ltd., whose registered office is Floor 10, Lake Rachada Office Complex, 193/38 Rachadapisek Road, Klongtoey, Bangkok 10110, Thailand (the "**Owner**"); and

Chart Karnchang Laemchabang Co.,Ltd., whose registered office is 101/1 Moo9, Tungsukhla, Sriracha, Chonburi 20230, Thailand (the "**Contractor**").

WHEREAS the Owner operates a fuel storage facility in Chonburi, Thailand (the "**Site**") that contains amongst others, eight above ground storage tanks.

WHEREAS the Owner wishes to employ the Contractor and the Contractor wishes to accept the employment, as an independent contractor, to furnish materials, equipment, plant machinery, consumables, labor skills, expertise and services necessary to the Works at the Owner's KPAT terminal.

The Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them:

"**ASME B31.3**" means the American Society of Mechanical Engineers requirements for piping typically found in petroleum refineries; chemical, pharmaceutical, textile, paper, semiconductor, and cryogenic plants; and related processing plants and terminals.

"**ASME Section V**" means means the American Society of Mechanical Engineers

"**Bank Guarantee**" has the meaning given to it in Clause 3.2.

"**Baht**" means the lawful currency of Thailand.

"**Business Day**" means any day (excluding Saturday, Sunday and public holiday) which is a normal bank working day in Thailand.

"**Commencement Date**" means the date on which the Contractor is to commence the performance of the Works pursuant to Clause 2.3.

"**Completion**" means the date on which an acceptance certificate is issued by Owner to Contractor for satisfaction of Payment Milestone as set out in Appendix 2.

"**Completion Date**" means Refer to Part D, section 1 2018, or such date that may be amended or extended in accordance with Clause 7 hereof.

"**Contract**" means the contract made between Owner and Contractor and comprises the documents stated in the terms and conditions to form the Contract including all appendices.

"**Contract Price**" means the meaning given to it under Clause 11.1.

"**Contractor's Default**" has the meaning given in Clause 12.2.

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"**Contractor's Equipment**" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works.

"**Defects Liability Period**" means the period of one year following completion of the Works, during which the Contractor is responsible for making good defects and damage in accordance with Clause 9.

"**Delay Liquidated Damages**" has the meaning given in Clause 7.3.

"**Force Majeure**" has the meaning given in Clause 15.1.

"**Invitation to Tender**" means the invitation to tender including its addendums and clarifications provided to the Contractor and as is set out in [Appendix 3].

"**Lump Sum Payment**" means the meaning given to it under Clause 11.1exclusive of value added tax to be paid in accordance with the Payment Milestones.

"**Notice to Proceed**" means the written notice to be issued by the Owner to the Contractor pursuant to Clause 2.2 specifying the Commencement Date.

"**Owner's Technical**" means KPIAC Technical Department.

"**Parties**" means the Owner and the Contractor and "**Party**" means any of them.

"**Payment Milestones**" means the schedule of payments, applicable milestones and conditions to be satisfied as set out in Appendix 2 that need to be met before Owner has an obligation to make such relevant payment of the Lump Sum Price.

"**Project**" means the AMBER (JP8 Operations Conversion) Project where located at KPAT Terminal, Leamchabang, Chonburi, Thailand.

"**Project Scope**" means without limitation of the execution of all Works and all services to be performed by the Contractor under this Contract.

"**Safety Regulations**" has the meaning given to it in Clause 3.5(a)

"**Schedule of Payments**" has the details given to it under Part E.

"**Specification and Technical Documents**" means each of the specification and technical documents set out in Contract Requisition listed in Part C of this Contract.

"**Variation Order**" has the meaning given to it in Clause 10.1.

"**Works**" means the scope of works set out in Contracts Requisition listed in Part C of this Contract.

"**Works Schedule**" means the schedule to complete the Works as set out in Appendix 1.

1.2 **Headings and Title**

The headings and titles in this Contract shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract.

1.3 **Interpretation**

1.3.1 Words importing persons or parties shall include firms and corporations and any organisation having legal capacity.

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1.3.2 Words importing the singular only also include the plural and vice versa where the context requires.

1.3.3 References herein to Clauses and Appendices shall be deemed references to Clauses and Appendices to this Contract (unless it appears otherwise from the context).

1.3.4 References to the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to," whether or not they are followed by such phrases or words of similar import.

2. **THE OWNER**

2.1 **Access to and Possession of the Site**

The Owner shall, as to be mutually agreed between the Parties, grant the Contractor access to the Site. A temporary work area will be allocated within the Site for temporary laydown, storage and/or fabrication (as the case may be) with an entrance independent of the main Site entrance ("**Work Area**").

2.2 **Owner's Right of Access**

Owner and its authorized representatives reserve the right to access and inspect the Works being performed whenever and wherever they are being performed, including but not limited to the premises of the Contractor or Contractor's sub-contractor's premises. Contractor shall procure that that Owner has access to Contractor's sub-contractor's premises.

2.3 **Notice to Proceed**

The Owner shall issue a Notice to Proceed to the Contractor, which authorises the commencement of all Works under the Contract. The Contractor shall commence performance of the Works on the date which the Owner specifies (the "**Commencement Date**") in the Notice to Proceed.

2.4 **Conditions Precedent**

The obligations of the Parties to perform their obligations hereunder shall be subject to the satisfaction by the Owner of the following conditions:

(a) Conditions of Contract Clauses 1. to 20. inclusive.
(b) Minutes of meetings of commercial and technical clarifications
(c) Contract Requisition listed in Part C of this Contract

If there is any inconsistency between the Conditions of Contract and the Appendix, the text of the Conditions of Contract shall take precedence over the Appendix unless the text expressly indicates otherwise. Contractor shall immediately refer to Owner for clarification of any such inconsistency. Any matter set forth in one portion of the Contact but omitted from another portion shall be treated as though set forth in both the portions.

2.5 **Provision of Electricity**

(a) Subject to Clause 2.5(b), Contractor shall provide its own electricity supply for carrying out the Works at the Site and/or Work Area.

(b) Owner will provide, free of charge, electricity for use of the office facility at the Site.

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2.6 Delegation to Owner's Engineer

Notwithstanding anything to the contrary in this Contract, the Owner shall have the right to delegate responsibility for matters related to the Works to the Owner's Engineer provided that Owner continues to be liable to honor its obligations in accordance with the Contract.

3. OBLIGATIONS AND REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

3.1 General Obligations and Representations and Warranties

The Contractor represents and warrants that in shall carry out the Works:

(a) using skill, care and diligence to be expected of appropriately qualified and experienced professional designers, engineers and constructors with experience in works of a type, nature and complexity similar to the Works in accordance with generally accepted standards and professional engineering practice incorporating satisfactory quality assurance procedures which conforms with the Invitation to Tender and shall provide all necessary Contractor's Equipment and labour;

(b) in a workmanlike and professional manner in accordance with prudent industry practices, modern engineering design, project management and supervisory principles and practices and in accordance with the standards to be expected from leading international contractors with experience in similar projects using similar technology and of a similar size, scope and complexity to the Project;

(c) manufacture and fabricate consistent with prudent industry practices and in accordance with the standards and codes of practice specified or referred to in the Contract, and where no such standards and codes are specified, to the standards consistently employed in projects of a similar size, scope and complexity to the Project by leading international contractors;

(d) so that upon completion and in accordance with the Contract, satisfy the performance criteria set out in the Contract unless otherwise agreed in writing by the Owner;

(e) so as to comply at all times with all laws and licenses, permits, approvals of any governmental authority having jurisdiction over the matter in question.

The Contractor represents that it has the required skill and capacity as a professional in the business to perform the Works in the manner described in the Contract. The Contractor further represents and warrants that all the Works will be free from all defects in design, workmanship and material in accordance with the Invitation to Tender during the Defects Liability Period. This warranty does not cover improper use or maintenance.

3.2 Bank Guarantee

The Contractor shall provide a bank guarantee in favour on the Owner not later than 14 days from the date of this Contract in substantially the same form as set out in the Invitation to Tender ("**Bank Guarantee**"). The Bank Guarantee shall be in an amount equal to 10% of the awarded Contract Price and must remain valid for the duration of the Contract until finish of Defects Liability Period.

3.3 Contractor's Representative

(a) The Contractor shall employ one or more competent representatives acceptable to the Owner to superintend the carrying out of the Works. They shall be fluent in the English

language for day to day communications. Their names and qualifications shall be communicated in writing to the Owner.

(b) Any instruction or notice which the Owner gives to the Contractor's representatives mentioned in Clause 3.3 (a) above shall be deemed to have been given to the Contractor.

(c) Any decision, advice or instruction given by the Contractor's representative mentioned in Clause 3.3 (a) above to the Owner shall have the same effect as though it had been given by the Contractor.

(d) Any appointment or removal of the Contractor's representatives shall be in writing and shall not take effect until a copy thereof has been delivered by the Contractor to the Owner.

3.4 Contractor's Equipment

(a) The Contractor shall provide all Contractor's Equipment necessary to complete the Works.

(b) All Contractor's Equipment shall, when brought on to the Site and/or Work Area, be deemed to be exclusively intended for the execution of the Works. At its sole discretion, the Contractor shall be allowed to remove from, or bring back to, the Site and/or work Area any such equipment, as appropriate and necessary, for the completion of the Works.

(c) The Contractor shall provide suitable and safe storage and protection for Owner's Equipment under the care and control of the Contractor and at no additional costs to the Owner. Any unaccounted variations in inventory quantities of Owner's equipment under the care and control Contractor shall be remedied by the Contractor at no cost to Owner.

3.5 Safety Precautions

(a) The Contractor at all times shall fully comply and observe the Owner's safety, health and environmental regulations including those that may be amended from time to time by the Owner ("**Safety Regulations**") and Thai laws and regulations regarding safety on the Site as they relate to the construction, installation, testing and commissioning of the Works to be delivered by the Contractor. For the avoidance of doubt, the initial Safety Regulations are provided in the Invitation to Tender.

(b) The Contractor acknowledges that it has been provided with a copy of the Safety Regulations and it has read and understands the Safety Regulations.

(c) The Contractor shall take all reasonable measures in consultation with the Owner to protect the safety of all persons (including, without limitation, vendors' and subcontractors' employees, servants, agents, suppliers and invitees) who at the Contractor's or Owner's request come into the Site and/or Work Area.

3.6 Owner's Equipment

Except for the free issue materials set out in the Invitation to Tender ("Owner's Equipment"), there is no Owner's equipment available for use by the Contractor.

3.7 Clearance of Site

The Contractor shall from time to time during the progress of the Works clear away and remove all surplus materials and rubbish provided that it was brought onto Site and/or Work Area or

generated by the Contractor. On completion of the Works, the Contractor shall remove all Contractor's Equipment, all surplus materials, rubbish, and waste from the Site and/or Work Area.

3.8 Compliance with Laws and Regulations

The Contractor shall, at all times and in all matters arising in the performance of the Contract, observe and fully comply in all respects with, and give all notices required by the provisions of any law or regulation, of any duly constituted authority. The Contractor shall protect and indemnify the Owner and the Owner's directors, officers and agents against any claim or liability arising from or based on violation of any law or regulations imposed on the Contractor in relation to the Works.

3.9 Licenses and Permits

The Contractor shall, on behalf of the Owner, obtain any licenses or permits required to perform the Works at the Site and/or Work Area.

3.10 Coordination Meetings

Contractor shall attend, as required by the Owner, coordination meetings with Owner from time to time.

4. DESIGN

4.1 Specification and Technical Documents

The Parties agree that the Specification and Technical Documents are agreed by the Parties and the Works shall be in accordance with the Specification and Technical Documents unless otherwise agreed in writing by both Parties.

5. LABOR

5.1 Engagement of Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all labour including payment of remuneration and any amounts required under law.

5.2 Sub-contractors

The Contractor may appoint sub-contractors to provide services to Contractor however before such appointments are made; Contractor must obtain the prior written consent of the Owner. The Contractor agrees that in the event of sub-contract, the Contractor shall not be released from any and all obligations, responsibilities, and liabilities under this Contract.

5.3 Labour Law

The Contractor shall at all times observe and fully comply with all applicable Thai labor law and all rules and regulations issued pursuant thereto and government rules.

6. WORKMANSHIP AND MATERIALS

6.1 Manner of Execution

All Works to be done by or on behalf of the Contractor and the Contractor's sub-contractors shall be executed in the manner and in accordance with the Contract. Where the manner of

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fabrication and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with recognised international industry practice.

6.2 Independent Inspection

The Owner shall have the right to inspect all aspects of the Works at any reasonable time. The Owner shall have the right to delegate any inspection of the Works to the Owner's Engineer.

7. PROGRAMME

7.1 Time for Completion

The Contractor shall complete the Works in accordance with the Works Schedule and in any case no later than the Completion Date.

7.2 Claims for Extension of Time for Completion

The Contractor may claim an extension to the Completion Date if:

(a) Owner fails to provide the Owner's Equipment;

(b) the Owner's Default under Clause 13.1; or

(c) Force Majeure.

The Contractor shall give to the Owner notice of his intention to make a claim for an extension of time within 10 days from the date such circumstances becoming known to the Contractor. The notice shall be followed as soon as possible by the claim with full supporting details.

The Owner shall, after due consultation with the Contractor and in the Owner's own discretion which shall not be unreasonably withheld or delayed, grant the Contractor from time to time, either prospectively or retrospectively, such extension to the Completion Date as may be justified. The Owner shall notify the Contractor accordingly.

7.3 Delay in Completion

If the Contractor fails to complete the Works by the Completion Date, the Contractor shall pay delay liquidated damages of point one percent (0.1%) per day of the Contract Price with a maximum Delay Liquidated Damages of ten percent (10%) of the Contract Price ("Delay Liquidated Damages").

7.4 Order to Suspend

Provided there is a reasonable ground, including the movement of fuel in to or out of tanks or any time there is a hazardous atmosphere at the Site and/or the Work Area, the Owner may at any time instruct the Contractor to suspend progress of the Works. The Contractor agrees it shall have no right to make any claim for additional compensation or otherwise for such suspension of the Works.

7.5 Resumption of Work

Permission or instruction to proceed after Works have been suspended shall be given, in writing, by Owner to Contractor.

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8. TESTS ON WORKS

8.1 Tests

Testing of the Works shall be done in accordance with Contracts Requisition listed in Part C of the Contract.

9. DEFECTS AFTER TAKING OVER

9.1 Making Good Defects

The Contractor shall be responsible for making good any defect in or damage to any part of the Works which may appear or occur during the Defects Liability Period and which arises from, either:

(a) any defective materials, workmanship or design, or

(b) any act or omission of the Contractor during the Defects Liability Period.

The Contractor shall make good the defect or damage without reasonable delay and at the Contractor's own cost and expenses.

9.2 Notice of Defects

If any such defect appears or damage occurs, the Owner shall deliver a notice in writing to the Contractor and the Owner may fix a reasonable time for remedying the defect or damage.

9.3 Failure to Remedy Defects

If the Contractor fails to remedy the defect or damage within the time fixed by Owner, the Owner may carry out the work himself or by others at the Contractor's risk, costs and expenses, provided that he does so in his reasonable manner. The costs properly incurred by the Owner in remedying the defect or damage shall be deducted from the Contract Price, but the Contractor shall have no responsibility for such work or (ii) if the Owner has paid to the Contractor the Contract Price in full, claim against the Contractor for such costs and the Contractor shall reimburse such costs within 7 days.

9.4 Removal of Defective Work

If the defect or damage is such that repairs cannot be expeditiously carried out on the Site and/or Work Area, the Contractor may with the consent of the Owner remove from the Site for the purposes of repair any part of the Works which is defective or damaged.

10. VARIATIONS

10.1 Owner's Right to Vary

The Owner may by variation order to the Contractor at any time before the Works are taken over and Completion occurs, instruct the Contractor to alter, amend, omit, add to or otherwise vary any of the Works ("Variation Order").

The Contractor shall not vary or alter any of the Works or any part of the Works, except in accordance with a Variation Order from the Owner. The Contractor may, however, at any time propose variations of the Works to the Owner.

10.2 Variation Order Procedure

Prior to any Variation Order under Clause 10 the Owner shall notify the Contractor of the nature and form of such variation.

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As soon as possible after having received such notice, the Contractor shall submit to the Owner:

(a) a description of work, if any, to be performed in respect to the envisaged variation and a programme for its execution; and

(b) the Contractor's proposals for any necessary modifications to the Programme according to Clause 7.1 or to any of the Contractor's obligations under the Contract,; and

(c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Owner shall, after due consultation with the Contractor, decide as soon as possible whether or not the variation shall be carried out.

If the Owner decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Owner's submission or as modified by agreement.

10.3 Disagreement on the Adjustment of the Contract Price

If the Contractor and the Owner are unable to agree on the adjustment of the Contract Price, the dispute shall be resolved in accordance with Clause 16. Due account shall be taken of any over- or under-recovery of overheads by the Contractor in consequence of the variation. Furthermore, the following shall be taken into consideration in the adjustment of the Contract Price:

(a) the reasonable cost of any partial execution of the Works rendered useless by any such variation, and

(b) the reasonable cost of making necessary alterations to Works already manufactured or in the course of manufacture or of any Works done that have to be altered in consequence of such a variation; and

(c) any additional reasonable costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Programme.

10.4 Contractor to Proceed

On receipt of a Variation Order, the Contractor shall forthwith proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract.

The Works shall not be delayed pending the granting of an extension of the Time for Completion.

10.5 Records of Cost

In any case where the Contractor is instructed to proceed with a Variation Order prior to the determination of the adjustment to the Contract Price in respect thereof, the Contractor shall keep records of the cost of undertaking the Variation Order and of time expended thereon. Such records shall be open to inspection and verification by the Owner at all reasonable times.

11. CONTRACT PRICE AND PAYMENT

11.1 Lump Sum Price (Contract Price)

The descriptions of items given in the Schedule of Rates and Prices are for guidance only. It is the Contractor's sole responsibility to determine the exact nature and extent of the Works to be

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performed under the Contract. No claim or the Contract Price adjustment arising as the result of the Contractor's failure in this respect will be considered.

The quantities of the performed works set out in the Schedule of Rates and Prices are the estimated quantities of the work and are not intended to be taken as the actual and correct quantities of the Works to be executed by the Contractor under the Contract. The Contractor shall calculate the value of the work for which it considers that it is entitled to submit an application for progress payment and the final account by measure or re-measure in accordance with the Contract for the Owner review and approval.

11.2 Terms of Payment

Payment shall be made according to Payment Milestones of this Contract as set out in Appendix 2

Owner shall have the right to withhold from any payment due to the Contractor, including the final payment of the Lump Sum Price, such amounts as the Owner deems necessary or appropriate to protect it from liability because of any one or more of the following reasons:

(i) defects and deficiencies in any Work, whether or not payment has been made therefor;

(ii) either the filing of third-party claims or liens for which the Contractor is liable or reasonable evidence indicating probable filing of such claims;

(iii) a dispute as to the accuracy or completeness of any request for payment;

(iv) the Contractor's failure in any material respect to carry out the Works or perform any of its obligations under this Contract; and

(v) any withholding tax required by law.

11.3 Method of Application

The Contractor shall submit applications for interim payments for the Owner approval at intervals of not less than a calendar month. The applications shall be in the form of statements showing:

(a) Any entitlement for payment of part of the Contract Price relating to any designated Milestone achieved during the period for which the statement is issued, together with the amount of any lump sum or other scheduled payment as may be due under Milestones achieved during said period ;

(b) The amount to which the Contractor, by way of Variation Order, considers itself entitled to in connection with all other matters (including, but not limited to, any items to be the subject of fixed unit rates or cost reimbursement) for which provision is made under the Contract.

When the Owner has verified the amount of an application and statement submitted, but in no event later than thirty (30) days after he received the application and progress statement, the Owner shall certify and notify the Contractor of the amount certified and the basis upon which the amount has been calculated by way of a payment certificate issued by the Owner.

11.4 Payment

The Owner shall pay the amount certified within thirty (30) days from the date of receipt of correct invoice and confirmation from both Parties that the relevant Milestone was achieved.

Payment shall be made by wire transfer or by account payee cheque to:

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Bank:	:	To be confirmed
Branch	:	To be confirmed
Account Name	:	Chart Karnchang Lacnchabang Co., Ltd.
Account Number	:	To be confirmed

12. TERMINATION BY OWNER

12.1 Notice of Default

In respect of the Project, if the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations, the Owner may give notice to the Contractor requiring him to make good such failure or neglect within a specified period which shall not be unreasonable taking into account the circumstances.

12.2 Contractor's Default

Subject to any other provision of the Contract allowing termination by the Contractor, in the event that the Contractor:

(a) has failed to comply within the time specified in a notice under Clause 12.1; or

(b) assigns the Works without the Owner's written consent; or

(c) commits any breach of or fails to comply with or observe the provisions of this Contract or any of them; or

(d) becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors (including, if a so-called "provisional administrator" is appointed over the assets of the Contractor) or goes into liquidation:

the Owner may, at its absolute discretion choose to:

(i) upon fourteen (14) days written notice (save for (d) above which shall not require notice) to the Contractor at its absolute discretion choose to:

(A) postpone the fulfilment of its obligations under the Contract until such default has been remedied and satisfactory assurances have been provided by the Contractor;

(B) take the whole or part of the Works out of the Contractor's hands and take such measures as are reasonably required by the Owner to facilitate the taking out, including making such deductions from payments otherwise due to the Contractor as reflects the works taken out; or

(ii) give the Contractor written notice that:

(A) the Contractor has committed an act or omission constituting a Contractor's default;

(B) the Owner intends to terminate the Contract at the end of the period given by the Owner in the notice;

(C) the Contractor is to remedy such default within the period given pursuant to (B) above; and

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(D) if the Contractor does not remedy the default within the period given, the Owner will terminate the Contract without having to require any consent from any Court of authority.

The period allowed for remedial action under Clause 12.2(ii) above shall be no less than seven (7) days, except in case of Clause 12.2 (d) where no such remedy period is required.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Owner or the Contractor under the Contract.

The Owner may upon such termination complete the Works himself or engage any other contractor to complete the Works.

Notwithstanding anything to the contrary herein, unless otherwise agreed between the parties hereto, this Contract shall be deemed automatically terminated if and when the Contract is terminated for any reason, in which event the Owner's liability towards the Contractor shall only be the payment to the Contractor of the value of the work done by the Contractor up to the time of the said termination. Owner and Contractor agree to discuss and agree in good faith an agreed upon amount for the value of the Works completed at the time of termination.

The Contractor shall be liable to the Owner for all damages under the terms of this Contract and otherwise, including increased construction costs and increased administrative costs, suffered by the Owner as a result of the Contractor's default. All such damages may be recovered by the Owner from the Contractor in accordance with Clause [20.2] of this Contract or, without prejudice to that right, the Owner shall have the right to suspend payment under this Contract until the default has been rectified and have the right to deduct from any money due or becoming due to the Contractor under this Contract. The Owner may exercise any or all of the foregoing rights to the extent necessary to satisfy the full amount of any obligations of the Contractor, and if any balance remains owing to the Owner, it may be collected against the Contractor.

12.3 Payment after Termination

After termination under Clause 12.2 has taken effect, the Owner shall have the rights conferred by this Clause namely, without prejudice to other rights or entitlements granted to it in the Contract:

(a) the Owner shall not be liable to make any further payments to the Contractor until the Works have been completed, except any payments obligations arising prior to the date of termination under Clause 12.2, which shall be made in accordance with Clause 11.4.

(b) When the Works are so complete, the Owner shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works.

12.4 Cessation of Work and Removal of Contractor's Equipment

Upon termination of the Contract (whether by the Owner or the Contractor), the Contractor shall promptly:

(a) cease all further work, except for such work as may have been instructed by the Owner or is necessary for the protection of life or property or for the safety of the Works;

(b) procure the assignment of any subcontract as requested by the Owner;

(c) hand over the Works to the extent that they have been executed at the date of termination to the Owner and/ or any person designated by the Owner; and

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(d) remove all other goods from the Site and/or Work Area, except as necessary for safety, and leave the Work Area and Site.

13. SUSPENSION AND TERMINATION BY CONTRACTOR

13.1 Owner's Default

In case the Owner:

(a) subject to Clause 11.4, fails to pay the Contractor the amount due under any payment certificate within 30 days after the amount became payable; or

(b) fails to cause to issue any certificate of the Owner as required hereunder; or

(c) fails to give permission to proceed in the event of a suspension that effects the whole of the Works under Clause 7.5; or

(d) becomes bankrupt or insolvent, has a receiving order made against him, compounds with his creditors, or caries on business under a receiver, trustee or manager for the benefit of his creditors or goes in to liquidation; or

(e) consistently fails to meet his material obligations hereunder,

("Owner Default"),

the Contractor may, at its absolute discretion choose to:

(i) give thirty (30) days written notice to the Owner that the Contractor will postpone the fulfilment of its obligations under the Contract until such default has been remedied and satisfactory payment security is established covering the outstanding part of the Lump Sum Price, and/or

(ii) give the Owner written notice that:

(A) the Owner has committed an act or omission constituting an Owners default;

(B) the Contractor intends to terminate the Contract at the end of the period given by the Contractor in the notice;

(C) the Owner is to remedy such default within the period given pursuant to (B) above; and

(D) if the Owner does not remedy the default within the period given, the Contractor will terminate the Contract without having to require any consent from any Court of authority.

The period allowed for remedial action shall be no less than 21 days.

Any such termination shall be without prejudice to any other rights of the Contractor or the Owner under the Contract.

13.2 Removal of Contractor's Equipment

Upon the termination, the Contractor shall be entitled to remove immediately all Contractor's Equipment which is on the Site and/or Work Area.

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13.3 Payment on Termination for Owner's Default

In the event of termination the Owner shall pay the Contractor for the value of the Works completed at the time of termination. Owner and Contractor agree to discuss and agree in good faith an agreed upon amount for the value of the Works completed at the time of termination.

14. RISK AND RESPONSIBILITY

14.1 General Indemnity

The Contractor hereby warrants and represents that it holds and/or has received all the necessary licences and consents which are required from any licenser and any other person in connection with the design, construction, operation and maintenance of the Works, and the Contractor shall hold harmless and indemnify the Owner, its directors and employees from and against all claims losses, liabilities, expenses, charges, liens and other obligations whatsoever in connection with this Contract and from and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto provided that the claim or proceedings arise out of the design, construction, manufacture or use of the Works.

14.2 Claims

The Contractor shall be promptly notified of any claim under this Clause made against the Owner. The Contractor together with the Owner may at his own cost conduct negotiations for the settlement of such claim, and any litigation that may arise there from.

The Owner shall not make any admission, which might be prejudicial to the Contractor unless the Contractor has failed to take over the conduct of the negotiations or litigation within a reasonable time after having been so requested.

The Contractor may conduct such negotiations or litigation referred to above on the condition that he shall provide the Owner such reasonable security as the Owner may require as quickly as reasonably possible. The security shall be for an amount which is an assessment of the compensation, damages, expenses and costs for which the Owner and/or the Owner may become liable and which are the subject of the indemnity under Clause 14.1.

The Owner shall, at the request of the Contractor, provide all available assistance for the purpose of contesting any such claim or action, and shall be repaid all reasonable costs incurred in so doing.

14.3 Contractor's Liability

The Contractor shall, until the end of the Defects Liability Period or any extended period of Defects Liability Period, defend, indemnify, be liable for and hold harmless to the Owner against all losses, expenses (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) and claims, including (without limitation) any claims in respect of any loss of or damage to physical property (other than the Works), death or personal injury, arising out of or resulting from or occurring to the extent caused by:

(a) defective design, material or workmanship of the Contractor;

(b) negligence or breach of statutory or contractual duty of the Contractor, or its respective employees, advisors, consultants and agents; or

(c) the performance by the Contractor under the Contract, any subcontractor, any person or organization directly or indirectly employed by any of them regardless of the negligence of any such party,

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save for loss or damage arising through the Owner's gross negligence or wilful default.

14.4 Accidents

The Contractor shall be liable for and shall indemnify the Owner against all losses, expenses or claims arising in connection with the death of or injury to any person employed by the Contractor for the purposes of the Works, unless caused by the gross negligence or wilful default of the Owner or other contractors engaged by the Owner or by their respective employees or agents.

14.5 Liability for Indirect Damages

Neither party shall be liable to the other for any loss of profit, loss of use, loss of production, loss of data, loss of financing costs, loss of contracts or for any other indirect damage that may be suffered by the other, except as expressly provided in this Contract.

14.6 Liability after Expiration of Defects Liability Period

Except as otherwise set forth herein, the Contractor shall have no liability to the Owner for any loss of or damage to the Works or the Project which occurs after the expiration of the Defects Liability Period, unless caused by gross negligence or wilful default of the Contractor.

14.7 Mitigation of Loss or Damage

In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

14.8 Insurances

Without limiting or reducing Contractor's liability and responsibility hereunder, Contractor shall procure and maintain, at its own cost and expense and through first class insurers acceptable to the Owner, during performance of the Works and shall ensure that any subcontractors do likewise, the following insurance applicable to its activities with respect to and for the duration of the Contract:

(a) Comprehensive General Third Party Liability Insurance in the amount of one million US Dollars (1,000,000 USD.) for any one claim and without limit to the number of claims in respect of any bodily and/or personal injury including death and property damage or destruction of any person or property which shall arise out of or in consequence of Consultant's performance of the Services. Such policy shall include Contractual Liability cover and a cross liability provision.

(b) Such Employer's Liability, Workmen's Compensation Insurance or similar cover which the Consultant is statutorily required to effect with respect to its personnel

(c) Any other insurance which may be relevant and/or necessary and/or may be required by law.

All insurance policies shall be endorsed to provide the Employer with not less than thirty (30) days notice of any cancellation or material amendment thereof.

The Consultant shall provide Owner with such evidence of its insurance coverage as the Owner may reasonably require.

Should Contractor at any time neglect or refuse to provide or renew any insurance required herein, or should any insurance be cancelled, Owner shall have the right to procure such

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insurance at the Contractor's cost. Owner shall be entitled to deduct such sums from any monies due or which may become due to Contractor in addition to any other remedies Owner may have under the Contract

15. FORCE MAJEURE

15.1 Definition of Force Majeure

Force Majeure means any circumstances which are unforeseeable and beyond the control of the Contractor or of the Owner upon due care and diligent performance, including but not limited to:

(a) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;

(c) rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, and civil unrest;

(d) closure of ports, suspension of government services, breakdown of communications, riot, commotion, disorder, strike, lockout and other industrial action, except where this involves any personnel and other employees of the Contractor, other than as a part of a nationwide industrial action; and/or

(f) natural catastrophes including, without limitation, flood, fire and earthquakes.

The burden of proof as to whether a Force Majeure event has occurred and whether the Force Majeure event excuses the party from performance shall be upon the party claiming such Force Majeure event.

15.2 Effect of Force Majeure

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the Commencement Date.

15.3 Notice of Occurrence

If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party of the event or circumstances constituting the Force Majeure and shall to the extent possible specify the obligations, the performance of which is or will be prevented.

15.4 Performance to Continue

Upon the occurrence of any circumstances of Force Majeure, the Contractor shall use his best endeavour to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Owner of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. However, the Contractor shall not take any such steps unless the Owner has approved the Contractor's proposed steps and reasonable remedy or remedies (if necessary); provided, that the Owner shall respond to the proposed steps and reasonable remedy or remedies within 72 hours. Such 72 hours may be extended by the Owner if the Owner requires additional time to consider the proposal of the Contractor. If the Owner has not responded within 72 hours, Owner shall be deemed to have approved and directed such steps

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15.5 Damage caused by Force Majeure

If in consequence of Force Majeure the Works shall suffer loss or damage the Contractor shall be entitled to be paid for the value of the work done at that time, without regard to the loss or damage that has occurred but only to the extent such loss or damage has not been compensated by insurance proceeds.

15.6 Termination in Consequence of Force Majeure

If circumstances of Force Majeure have occurred and shall continue for a cumulative period of 90 days then, notwithstanding that the Contractor may by reason thereof have been granted an extension to complete the Works, either party shall be entitled to serve upon the other 21 days' notice to terminate the Contract. If at the expiry of the period of 21 days Force Majeure shall still continue the Contract shall terminate, otherwise the Contract shall continue to be in force and effect.

15.7 Payment on Termination for Force Majeure

If the Contract is terminated under Clause 15.6 the Contractor shall be paid the value of the Work done at that time. Owner and Contractor agree to discuss and agree in good faith an agreed upon amount for the value of the Works completed at the time of termination.

15.8 Release from Performance

If circumstances of Force Majeure occur and in consequence thereof under the law governing the Contract the parties are released from further performance of the Contract, the sum payable by the Owner to the Contractor shall be the same as that which would have been payable under Clause 15.7 if the Contract had been terminated under Clause 15.6.

15.9 Force Majeure Affecting Owner's Duties

The provisions of Clause 19 shall also apply in circumstances where the Owner is prevented from performing any of his duties under the Contract including (without limitation) the duty to make payment to the Contractor under the Contract by reason of Force Majeure; provided, however, subject to the foregoing, any payments due to the Contractor in accordance with Clause 15.7 shall be paid by the Owner in accordance with the provisions set forth in Clause 11.

16. DISPUTES AND ARBITRATION

16.1 Arbitration

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Thailand in accordance with the Arbitration rules of the Thai Arbitration Institute, the Ministry of Justice ("TAI Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Tribunal shall consist of three arbitrators to be appointed in accordance to the TAI Rules. The place of arbitration shall be Thailand.

The language of the arbitration shall be English.

16.2 Work to Continue

Performance of the Contract shall continue during arbitration proceedings unless the Owner shall order suspension. If any such suspension is ordered the reasonable costs incurred by the

Pattarce Y. WN.

Contractor and occasioned thereby shall be approved by the Owner (acting reasonably) and added to the Contract Price.

Except as otherwise set forth herein, no payments due or payable by the Owner shall be withheld on account of pending reference to arbitration.

17. CHANGE OF CONTROL

Notwithstanding any provisions to the contrary in this Agreement, Owner has the right to terminate this Contract, effective immediately, at any time and without prior notice or compensation in lieu thereof nor any goodwill indemnity by sending a fax and a letter to Contractor in the event there is a change in control of Contractor.

Change of control means the sale of all or substantially all the assets of Contractor; any merger, consolidation or acquisition of Contractor with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of Contractor in one or more related transactions.

18. NOTICES

Any notice, request or other communication required hereunder shall be deemed to have been duly given or made when it shall be in writing and delivered by hand or facsimile or by registered mail, addressed as follows:

If to Contractor,

Chart Karachang Laemchabang Co., Ltd.
101/1 Moo 9, Tungsukhla, Sriracha
Chonburi 20230 THAILAND
Tel: + 66 (0) 3849 0777 - 9.
Fax: +66 (0) 3849 4340
Attention: Weerapon O-Charot, General Manager

If to Owner,

Floor 29, Exchange Tower,
388 Rachadapisek Road, Klongtoey, Sukhuvit Road
Bangkok 10110 THAILAND
Tel: +66 2 1049244
Fax: +66 2 1049101

19. CONTACT LIST

Any correspondence not required to be given under Clause 18 shall be given by email and sent to the contact list set out in Appendix 5.

20. GENERAL

20.1 Assignment

Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party.

Pattaree Y. WN.

20.2 Documents Mutually Explanatory

The Contract shall be taken as mutually explanatory. Any ambiguities or discrepancies shall be resolved amicably by both Parties.

20.3 Inconsistency

In case of any inconsistency between the terms of the Contract, the Invitation to Tender and Specification and Technical Documents, the terms of the Invitation to Tender and Specification and Technical Documents shall prevail.

20.4 Applicable Law

The interpretation and the construction of this Contract, and all matters relating hereto, shall be governed by the laws of Thailand.

20.5 Third Parties

Notwithstanding any other provision of this Contract, nothing in this Contract is intended to confer and nothing purports to confer any right to enforce any of its terms on any person who is not a party to it.

20.6 Waivers

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy, other than expressly stated in this Contract.

20.7 Amendment

No amendment or waiver of any provision of this Contract, or consent to any departure therefrom, shall be effective unless in writing and signed or consented to (in writing) by the Parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

20.8 Unenforceability

Any provision of this Contract that is prohibited, unenforceable or not authorized in any one jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions of this Contract or affecting the validity, enforceability or authorization of such provision in any other jurisdiction.

20.9 Entire Agreement

This Contract, together with any other agreements, documents, or certificates to be executed by the Parties pursuant to this Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby. All previous documents, undertakings, and agreements, whether oral, written or otherwise, between the Parties concerning the subject matter of this Contract are hereby cancelled and shall not affect or modify any of the terms or obligations set forth in this Contract.

20.10 Confidentiality

The Parties agree that this Contract shall be kept confidential and shall not be disclosed to any third party, except as such disclosure is required by an applicable law or regulation or by any governmental authority having jurisdiction over any of the Parties or such disclosure is made by any Party to their financial, legal or other professional advisors on a "need to know" basis.

Pattaree Y. WN.

In the event that a proper request is made for this Contract by any governmental authority, the Owner shall notify the Contractor of such request and the Owner and Contractor shall promptly meet to discuss an appropriate course of action provided, however, that nothing contained in this sub-clause shall obligate the Owner to violate any applicable law or refuse any properly presented request made by any governmental authority. If any Party discloses this Contract in violation of this sub-clause, it shall indemnify and hold the other Parties harmless from any present or future claim, liability, fine or penalty, including any claim for payment of additional taxes, in each case as a result of disclosure of this Contract. The restrictions contained in this Clause 20.10 shall survive the termination or expiry of this Contract.

20.11 Governing Law

This Contract shall be governed by and construed in accordance with the laws of Thailand.

Nattaree Y. WW.

IN WITNESS WHEREOF, the parties hereto, having read and understood the contents of this Contract, have caused this Contractto be signed in their respective names as well as affixed with the company's seal of (if any) as of the date first above written.

SIGNED for and on behalf of
Kuwait Petroleum Aviation (Thailand) Ltd.

By:

Title:

SIGNED for and on behalf of
Chart Karnchang Laemchabang Co., Ltd.

By: **Weernpon O-Charot,**

Title: **General Manager**

Nattaree Y. WW.

Q8 Aviation

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AMBER (JP8 OPERATIONS CONVERSION) PROJECT

AT

KPAT TERMINAL, THAILAND

FW PROJECT NO. 23212

CONTRACT NO.: 003/23212

ELECTRICAL AND INSTRUMENT

CONTRACT DOCUMENT

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AMBER PROJECT
CONTRACT NO.: 003/23212
ELECTRICAL AND INSTRUMENT WORKS
Kuwait Petroleum Aviation (Thailand) Ltd.

PART A & B

AGREEMENT & GENERAL CONDITIONS OF CONTRACT

Kuwait Petroleum Aviation (Thailand) Ltd.

- and -

T.S.Group Management Co., Ltd.

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This Contract is made on 24th August, 2017

Between

Kuwait Petroleum Aviation (Thailand) Ltd., whose registered office is Floor 10, Lake Rachada Office Complex, 193/38 Rachadapisek Road, Klongtoey, Bangkok 10110, Thailand (the "**Owner**"); and

T.S. GROUP MANAGEMENT CO., LTD., a company duly registered and existing under the laws of Thailand, having its office located at 134/60 Soi Khubon 27 Subsoi 15 Khubon Road., Khwang Tharang, Khet Bangkhen Bangkok 10220, Thailand (hereinafter referred to as the "**Contractor**").

WHEREAS the Owner operates a fuel storage facility in Chonburi, Thailand (the "**Site**") that contains amongst others, eight above ground storage tanks.

WHEREAS the Owner wishes to employ the Contractor and the Contractor wishes to accept the employment, as an independent contractor, to furnish materials, equipment, plant machinery, consumables, labor skills, expertise and services necessary to the Works at the Owner's KPAT terminal.

The Parties agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them:

"**ASME B313**" means the American Society of Mechanical Engineers requirements for piping typically found in petroleum refineries; chemical, pharmaceutical, textile, paper, semiconductor, and cryogenic plants; and related processing plants and terminals.

"**ASME Section V**" means means the American Society of Mechanical Engineers

"**Bank Guarantee**" has the meaning given to it in Clause 3.2.

"**Baht**" means the lawful currency of Thailand.

"**Business Day**" means any day (excluding Saturday, Sunday and public holiday) which is a normal bank working day in Thailand.

"**Commencement Date**" means the date on which the Contractor is to commence the performance of the Works pursuant to Clause 2.3.

"**Completion**" means the date on which an acceptance certificate is issued by Owner to Contractor for satisfaction of Payment Milestone as set out in Appendix 2.

"**Completion Date**" means Refer to Part D. Section 1 2018 or such date that may be amended or extended in accordance with Clause 7 hereof.

"**Contract**" means the contract made between Owner and Contractor and comprises the documents stated in the terms and conditions to form the Contract including all appendices.

"**Contract Price**" means the meaning given to it under Clause 11.1.

"**Contractor's Default**" has the meaning given in Clause 12.2.

"**Contractor's Equipment**" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works.

"**Defects Liability Period**" means the period of one (1) year following completion of the Works, during which the Contractor is responsible for making good defects and damage in accordance with Clause 9.

"**Delay Liquidated Damages**" has the meaning given in Clause 7.3.

"**Force Majeure**" has the meaning given in Clause 15.1.

"**Invitation to Tender**" means the invitation to tender including its addendums and clarifications provided to the Contractor and as is set out in (Appendix 3).

"**Lump Sum Payment**" means the meaning given to it under Clause 11.1 exclusive of value added tax to be paid in accordance with the Payment Milestones.

"**Notice to Proceed**" means the written notice to be issued by the Owner to the Contractor pursuant to Clause 2.2 specifying the Commencement Date.

"**Owner's Technical**" means KPIAC Technical Department.

"**Parties**" means the Owner and the Contractor and "**Party**" means any of them.

"**Payment Milestones**" means the schedule of payments, applicable milestones and conditions to be satisfied as set out in Appendix 2 that need to be met before Owner has an obligation to make such relevant payment of the Lump Sum Price.

"**Project**" means the AMBER (The KPAT JP8 Operations Conversion) Project where located at Leamchabang, Chonburi, Thailand.

"**Project Scope**" means without limitation of the execution of all Works and all services to be performed by the Contractor under this Contract.

"**Safety Regulations**" has the meaning given to it in Clause 3.5(a)

"**Schedule of Payments**" has the details given to it under Part E.

"**Specification and Technical Documents**" means each of the specification and technical documents set out in Contract Requisition listed in Part C of this Contract.

"**Variation Order**" has the meaning given to it in Clause 10.1.

"**Works**" means the scope of works set out in Contracts Requisition listed in Part C of this Contract.

"Works Schedule" means the schedule to complete the Works as set out in Appendix 1.

1.2 **Headings and Title**

The headings and titles in this Contract shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract.

1.3 **Interpretation**

1.3.1 Words importing persons or parties shall include firms and corporations and any organisation having legal capacity.

1.3.2 Words importing the singular only also include the plural and vice versa where the context requires.

1.3.3 References herein to Clauses and Appendices shall be deemed references to Clauses and Appendices to this Contract (unless it appears otherwise from the context).

1.3.4 References to the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to," whether or not they are followed by such phrases or words of similar import.

2. THE OWNER

2.1 **Access to and Possession of the Site**

The Owner shall, as to be mutually agreed between the Parties, grant the Contractor access to the Site. A temporary work area will be allocated within the Site for temporary laydown, storage and/or fabrication (as the case may be) with an entrance independent of the main Site entrance ("Work Area").

2.2 **Owner's Right of Access**

Owner and its authorized representatives reserve the right to access and inspect the Works being performed whenever and wherever they are being performed, including but not limited to the premises of the Contractor or Contractor's sub-contractor's premises. Contractor shall procure that that Owner has access to Contractor's sub-contractor's premises.

2.3 **Notice to Proceed**

The Owner shall issue a Notice to Proceed to the Contractor, which authorises the commencement of all Works under the Contract. The Contractor shall commence performance of the Works on the date which the Owner specifies (the "**Commencement Date**") in the Notice to Proceed.

2.4 **Conditions Precedent**

The obligations of the Parties to perform their obligations hereunder shall be subject to the satisfaction by the Owner of the following conditions:

(a) Conditions of Contract Clauses 1. to 20. inclusive.
(b) Minutes of meetings of commercial and technical clarifications
(c) Contract Requisition listed in Part C of this Contract

If there is any inconsistency between the Conditions of Contract and the Appendix, the text of the Conditions of Contract shall take precedence over the Appendix unless the text expressly indicates otherwise. Contractor shall immediately refer to Owner for clarification of any such inconsistency. Any matter set forth in one portion of the Contact but omitted from another portion shall be treated as though set forth in both the portions.

2.5 **Provision of Electricity**

(a) Contractor shall provide its own electricity supply for carrying out the Works at the Site and/or Work Area.

(b) Not applicable

2.6 **Delegation to Owner's Engineer**

Notwithstanding anything to the contrary in this Contract, the Owner shall have the right to delegate responsibility for matters related to the Works to the Owner's Engineer provided that Owner continues to be liable to honor its obligations in accordance with the Contract.

3. OBLIGATIONS AND REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

3.1 **General Obligations and Representations and Warranties**

The Contractor represents and warrants that in shall carry out the Works:

(a) using skill, care and diligence to be expected of appropriately qualified and experienced professional designers, engineers and constructors with experience in works of a type, nature and complexity similar to the Works in accordance with generally accepted standards and professional engineering practice incorporating satisfactory quality assurance procedures which conforms with the Invitation to Tender and shall provide all necessary Contractor's Equipment and labour;

(b) in a workmanlike and professional manner in accordance with prudent industry practices, modern engineering design, project management and supervisory principles and practices and in accordance with the standards to be expected from leading international contractors with experience in similar projects using similar technology and of a similar size, scope and complexity to the Project;

(c) manufacture and fabricate consistent with prudent industry practices and in accordance with the standards and codes of practice specified or referred to in the Contract, and where no such standards and codes are specified, to the standards consistently employed in projects of a similar size, scope and complexity to the Project by leading international contractors;

(d) so that upon completion and in accordance with the Contract, satisfy the performance criteria set out in the Contract unless otherwise agreed in writing by the Owner;

(e) so as to comply at all times with all laws and licenses, permits, approvals of any governmental authority having jurisdiction over the matter in question.

The Contractor represents that it has the required skill and capacity as a professional in the business to perform the Works in the manner described in the Contract. The Contractor further represents and warrants that all the Works will be free from all defects in design, workmanship and material in accordance with the Invitation to Tender during the Defects Liability Period. This warranty does not cover improper use or maintenance.

3.2 **Bank Guarantee**

The Contractor shall provide a bank guarantee in favour on the Owner not later than 14 days from the date of this Contract in substantially the same form as set out in the Invitation to Tender ("**Bank Guarantee**"). The Bank Guarantee shall be in an amount equal to 10% of the awarded Contract Price and must remain valid for the duration of the Contract until finish of Defects Liability Period

3.3 **Contractor's Representative**

(a) The Contractor shall employ one or more competent representatives acceptable to the Owner to superintend the carrying out of the Works. They shall be fluent in the English language for day to day communications. Their names and qualifications shall be communicated in writing to the Owner.

(b) Any instruction or notice which the Owner gives to the Contractors representatives mentioned in Clause 3.3 (a) above shall be deemed to have been given to the Contractor.

(c) Any decision, advice or instruction given by the Contractors representative mentioned in Clause 3.3 (a) above to the Owner shall have the same effect as though it had been given by the Contractor.

(d) Any appointment or removal of the Contractors representatives shall be in writing and shall not take effect until a copy thereof has been delivered by the Contractor to the Owner.

3.4 **Contractors Equipment**

(a) The Contractor shall provide all Contractors Equipment necessary to complete the Works.

(b) All Contractors Equipment shall, when brought on to the Site and/or Work Area, be deemed to be exclusively intended for the execution of the Works. At its sole discretion, the Contractor shall be allowed to remove from, or bring back to, the Site and/or work Area any such equipment, as appropriate and necessary, for the completion of the Works.

(c) The Contractor shall provide suitable and safe storage and protection for Owners Equipment under the care and control of the Contractor and at no additional costs to the Owner. Any unaccounted variations in inventory quantities of Owners equipment under the care and control Contractor shall be remedied by the Contractor at no cost to Owner.

3.5 **Safety Precautions**

(a) The Contractor at all times shall fully comply and observe the Owner's safety, health and environmental regulations including those that may be amended from time to time

by the Owner ("**Safety Regulations**") and Thai laws and regulations regarding safety on the Site as they relate to the construction, installation, testing and commissioning of the Works to be delivered by the Contractor. For the avoidance of doubt, the initial Safety Regulations are provided in the Invitation to Tender.

(b) The Contractor acknowledges that it has been provided with a copy of the Safety Regulations and it has read and understands the Safety Regulations.

(c) The Contractor shall take all reasonable measures in consultation with the Owner to protect the safety of all persons (including, without limitation, vendors' and subcontractors' employees, servants, agents, suppliers and invitees) who at the Contractor's or Owner's request come into the Site and/or Work Area.

3.6 **Owner's Equipment**

Except for the free issue materials set out in the Invitation to Tender ("**Owner's Equipment**"), there is no Owner's equipment available for use by the Contractor.

3.7 **Clearance of Site**

The Contractor shall from time to time during the progress of the Works clear away and remove all surplus materials and rubbish provided that it was brought onto Site and/or Work Area or generated by the Contractor. On completion of the Works, the Contractor shall remove all Contractors Equipment, all surplus materials, rubbish, and waste from the Site and/or Work Area.

3.8 **Compliance with Laws and Regulations**

The Contractor shall, at all times and in all matters arising in the performance of the Contract, observe and fully comply in all respects with, and give all notices required by the provisions of any law or regulation, of any duly constituted authority. The Contractor shall protect and indemnify the Owner and the Owner's directors, officers and agents against any claim or liability arising from or based on violation of any law or regulations imposed on the Contractor in relation to the Works.

3.9 **Licenses and Permits**

The Contractor shall, on behalf of the Owner, obtain any licenses or permits required to perform the Works at the Site and/or Work Area.

3.10 **Coordination Meetings**

Contractor shall attend, as required by the Owner, coordination meetings with Owner from time to time.

4. **DESIGN**

4.1 **Specification and Technical Documents**

The Parties agree that the Specification and Technical Documents are agreed by the Parties and the Works shall be in accordance with the Specification and Technical Documents unless otherwise agreed in writing by both Parties.

5. LABOR

5.1 Engagement of Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all labour including payment of remuneration and any amounts required under law.

5.2 Sub-contractors

The Contractor may appoint sub-contractors to provide services to Contractor however before such appointments are made; Contractor must obtain the prior written consent of the Owner. The Contractor agrees that in the event of sub-contract, the Contractor shall not be released from any and all obligations, responsibilities, and liabilities under this Contract.

5.3 Labour Law

The Contractor shall at all times observe and fully comply with all applicable Thai labor law and all rules and regulations issued pursuant thereto and government rules.

6. WORKMANSHIP AND MATERIALS

6.1 Manner of Execution

All Works to be done by or on behalf of the Contractor and the Contractor's sub-contractors shall be executed in the manner and in accordance with the Contract. Where the manner of fabrication and execution is not set out in the Contract, the work shall be executed in a proper and workmanlike manner in accordance with recognised international industry practice.

6.2 Independent Inspection

The Owner shall have the right to inspect all aspects of the Works at any reasonable time. The Owner shall have the right to delegate any inspection of the Works to the Owner's Engineer.

7. PROGRAMME

7.1 Time for Completion

The Contractor shall complete the Works in accordance with the Works Schedule and in any case no later than the Completion Date.

7.2 Claims for Extension of Time for Completion

The Contractor may claim an extension to the Completion Date if:

(a) Owner fails to provide the Owner's Equipment;

(b) the Owner's Default under Clause 13.1; or

(c) Force Majeure.

The Contractor shall give to the Owner notice of his intention to make a claim for an extension of time within 10 days from the date such circumstances becoming known to the Contractor. The notice shall be followed as soon as possible by the claim with full supporting details.

The Owner shall, after due consultation with the Contractor and in the Owners own discretion which shall not be unreasonably withheld or delayed, grant the Contractor from time to time, either prospectively or retrospectively, such extension to the Completion Date as may be justified. The Owner shall notify the Contractor accordingly.

7.3 Delay in Completion

If the Contractor fails to complete the Works by the Completion Date, the Contractor shall pay delay liquidated damages of point one percent (0.1%) per day of the Contract Price with a maximum Delay Liquidated Damages of ten percent (10%) of the Contract Price (**Delay Liquidated Damages**).

7.4 Order to Suspend

Provided there is a reasonable ground, including the movement of fuel in to or out of tanks or any time there is a hazardous atmosphere at the Site and/or the Work Area, the Owner may at any time instruct the Contractor to suspend progress of the Works. The Contractor agrees it shall have no right to make any claim for additional compensation or otherwise for such suspension of the Works.

7.5 Resumption of Work

Permission or instruction to proceed after Works have been suspended shall be given, in writing, by Owner to Contractor.

8. TESTS ON WORKS

8.1 Tests

Testing of the Works shall be done in accordance with Contracts Requisition listed in Part C of the Contract.

9. DEFECTS AFTER TAKING OVER

9.1 Making Good Defects

The Contractor shall be responsible for making good any defect in or damage to any part of the Works which may appear or occur during the Defects Liability Period and which arises from, either,

(a) any defective materials, workmanship or design, or

(b) any act or omission of the Contractor during the Defects Liability Period.

The Contractor shall make good the defect or damage without reasonable delay and at the Contractor's own cost and expenses.

9.2 Notice of Defects

If any such defect appears or damage occurs, the Owner shall deliver a notice in writing to the Contractor and the Owner may fix a reasonable time for remedying the defect or damage.

9.3 Failure to Remedy Defects

If the Contractor fails to remedy the defect or damage within the time fixed by Owner, the Owner may carry out the work himself or by others at the Contractor's risk, costs and expenses,

provided that he does so in his reasonable manner. The costs properly incurred by the Owner in remedying the defect or damage shall be deducted from the Contract Price, but the Contractor shall have no responsibility for such work or (ii) if the Owner has paid to the Contractor the Contract Price in full, claim against the Contractor for such costs and the Contractor shall reimburse such costs within 7 days.

9.4 **Removal of Defective Work**

If the defect or damage is such that repairs cannot be expeditiously carried out on the Site and/or Work Area, the Contractor may with the consent of the Owner remove from the Site for the purposes of repair any part of the Works which is defective or damaged.

10. VARIATIONS

10.1 **Owner's Right to Vary**

The Owner may by variation order to the Contractor at any time before the Works are taken over and Completion occurs, instruct the Contractor to alter, amend, omit, add to or otherwise vary any of the Works ("Variation Order").

The Contractor shall not vary or alter any of the Works or any part of the Works, except in accordance with a Variation Order from the Owner. The Contractor may, however, at any time propose variations of the Works to the Owner.

10.2 **Variation Order Procedure**

Prior to any Variation Order under Clause 10 the Owner shall notify the Contractor of the nature and form of such variation.

As soon as possible after having received such notice, the Contractor shall submit to the Owner:

(a) a description of work, if any, to be performed in respect to the envisaged variation and a programme for its execution; and

(b) the Contractor's proposals for any necessary modifications to the Programme according to Clause 7.1 or to any of the Contractor's obligations under the Contract,; and

(c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Owner shall, after due consultation with the Contractor, decide as soon as possible whether or not the variation shall be carried out.

If the Owner decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Owner's submission or as modified by agreement.

10.3 **Disagreement on the Adjustment of the Contract Price**

If the Contractor and the Owner are unable to agree on the adjustment of the Contract Price, the dispute shall be resolved in accordance with Clause 16. Due account shall be taken of any over- or under-recovery of overheads by the Contractor in consequence of the variation. Furthermore, the following shall be taken into consideration in the adjustment of the Contract Price:

(a) the reasonable cost of any partial execution of the Works rendered useless by any such variation, and

(b) the reasonable cost of making necessary alterations to Works already manufactured or in the course of manufacture or of any Works done that have to be altered in consequence of such a variation; and

(c) any additional reasonable costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Programme.

10.4 **Contractor to Proceed**

On receipt of a Variation Order, the Contractor shall forthwith proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract.

The Works shall not be delayed pending the granting of an extension of the Time for Completion.

10.5 **Records of Cost**

In any case where the Contractor is instructed to proceed with a Variation Order prior to the determination of the adjustment to the Contract Price in respect thereof, the Contractor shall keep records of the cost of undertaking the Variation Order and of time expended thereon. Such records shall be open to inspection and verification by the Owner at all reasonable times.

11. CONTRACT PRICE AND PAYMENT

11.1 **Lump Sum Price (Contract Price)**

The descriptions of items given in the Schedule of Rates and Prices are for guidance only. It is the Contractor's sole responsibility to determine the exact nature and extent of the Works to be performed under the Contract. No claim or the Contract Price adjustment arising as the result of the Contractor's failure in this respect will be considered.

The quantities of the performed works set out in the Schedule of Rates and Prices are the estimated quantities of the work and are not intended to be taken as the actual and correct quantities of the Works to be executed by the Contractor under the Contract. The Contractor shall calculate the value of the work for which it considers that it is entitled to submit an application for progress payment and the final account by measure or re-measure in accordance with the Contract for the Owner review and approval.

11.2 **Terms of Payment**

Payment shall be made according to Payment Milestones of this Contract as set out in Appendix 2

Owner shall have the right to withhold from any payment due to the Contractor, including the final payment of the Lump Sum Price, such amounts as the Owner deems necessary or appropriate to protect it from liability because of any one or more of the following reasons:

(i) defects and deficiencies in any Work, whether or not payment has been made therefor;

(ii) either the filing of third-party claims or liens for which the Contractor is liable or reasonable evidence indicating probable filing of such claims;

(iii) a dispute as to the accuracy or completeness of any request for payment; and

(iv) the Contractor's failure in any material respect to carry out the Works or perform any of its obligations under this Contract; and

(v) any withholding tax required by law.

11.3 **Method of Application**

The Contractor shall submit applications for interim payments for the Owner approval at intervals of not less than a calendar month. The applications shall be in the form of statements showing:

(a) Any entitlement for payment of part of the Contract Price relating to any designated Milestone achieved during the period for which the statement is issued, together with the amount of any lump sum or other scheduled payment as may be due under Milestones achieved during said period ;

(b) The amount to which the Contractor, by way of Variation Order, considers itself entitled to in connection with all other matters (including, but not limited to, any items to be the subject of fixed unit rates or cost reimbursement) for which provision is made under the Contract.

When the Owner has verified the amount of an application and statement submitted, but in no event later than thirty (30) days after he received the application and progress statement, the Owner shall certify and notify the Contractor of the amount certified and the basis upon which the amount has been calculated by way of a payment certificate issued by the Owner.

11.4 **Payment**

The Owner shall pay the amount certified within thirty (30) days from the date of receipt of correct invoice and confirmation from both Parties that the relevant Milestone was achieved.

Payment shall be made by wire transfer or by account payee cheque to:

Bank	:	Bank of Ayudhya Public Company Limited.
Branch	:	Ramintra KM.8 Road, (025/0276)
Account Name	:	T.S.Group Management Co., Ltd.
Account Number	:	276-1-16969-3 , Saving

12. TERMINATION BY OWNER

12.1 **Notice of Default**

In respect of the Project, if the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations, the Owner may give notice to the Contractor requiring him to make good such failure or neglect within a specified period which shall not be unreasonable taking into account the circumstances.

12.2 **Contractor's Default**

Subject to any other provision of the Contract allowing termination by the Contractor, in the event that the Contractor:

(a) has failed to comply witain the time specified in a notice under Clause 12.1; or

(b) assigns the Works without the Owner's written consent; or

(c) commits any breach of or fails to comply with or observe the provisions of this Contract or any of them; or

(d) becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors (including, if a so-called "provisional administrator" is appointed over the assets of the Contractor) or goes into liquidation;

the Owner may, at its absolute discretion choose to:

(i) upon fourteen (14) days written notice (save for (d) above which shall not require notice) to the Contractor at its absolute discretion choose to:

(A) postpone the fulfilment of its obligations under the Contract until such default has been remedied and satisfactory assurances have been provided by the Contractor;

(B) take the whole or part of the Works out of the Contractor's hands and take such measures as are reasonably required by the Owner to facilitate the taking out, including making such deductions from payments otherwise due to the Contractor as reflects the works taken out; or

(ii) give the Contractor written notice that:

(A) the Contractor has committed an act or omission constituting a Contractor's default;

(B) the Owner intends to terminate the Contract at the end of the period given by the Owner in the notice;

(C) the Contractor is to remedy such default within the period given pursuant to (B) above; and

(D) if the Contractor does not remedy the default within the period given, the Owner will terminate the Contract without having to require any consent from any Court of authority.

The period allowed for remedial action under Clause 12.2(ii) above shall be no less than seven (7) days, except in case of Clause 12.2 (d) where no such remedy period is required.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Owner or the Contractor under the Contract.

The Owner may upon such termination complete the Works himself or engage any other contractor to complete the Works.

Notwithstanding anything to the contrary herein, unless otherwise agreed between the parties hereto, this Contract shall be deemed automatically terminated if and when the Contract is terminated for any reason, in which event the Owner's liability towards the Contractor shall only be the payment to the Contractor of the value of the work done by the Contractor up to the time of the said termination. Owner and Contractor agree to discuss and agree in good faith an agreed upon amount for the value of the Works completed at the time of termination.

The Contractor shall be liable to the Owner for all damages under the terms of this Contract and otherwise, including increased construction costs and increased administrative costs, suffered by the Owner as a result of the Contractor's default. All such damages may be recovered by the Owner from the Contractor in accordance with Clause (20.2) of this Contract or, without prejudice to that right, the Owner shall have the right to suspend payment under this Contract until the default has been rectified and have the right to deduct from any money due or becoming due to the Contractor under this Contract. The Owner may exercise any or all of the foregoing rights to the extent necessary to satisfy the full amount of any obligations of the Contractor, and if any balance remains owing to the Owner, it may be collected against the Contractor.

12.3 **Payment after Termination**

After termination under Clause 12.2 has taken effect, the Owner shall have the rights conferred by this Clause namely, without prejudice to other rights or entitlements granted to it in the Contract:

(a) the Owner shall not be liable to make any further payments to the Contractor until the Works have been completed, except any payments obligations arising prior to the date of termination under Clause 12.2, which shall be made in accordance with Clause 11.4.

(b) When the Works are so complete, the Owner shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works.

12.4 **Cessation of Work and Removal of Contractor's Equipment**

Upon termination of the Contract (whether by the Owner or the Contractor), the Contractor shall promptly:

(a) cease all further work, except for such work as may have been instructed by the Owner or is necessary for the protection of life or property or for the safety of the Works;

(b) procure the assignment of any subcontract as requested by the Owner;

(c) hand over the Works to the extent that they have been executed at the date of termination to the Owner and/or any person designated by the Owner; and

(d) remove all other goods from the Site and/or Work Area, except as necessary for safety, and leave the Work Area and Site.

13. **SUSPENSION AND TERMINATION BY CONTRACTOR**

13.1 **Owner's Default**

In case the Owner:

(a) subject to Clause 11.4, fails to pay the Contractor the amount due under any payment certificate within 30 days after the amount became payable; or

(b) fails to cause to issue any certificate of the Owner as required hereunder; or

(c) fails to give permission to proceed in the event of a suspension that effects the whole of the Works under Clause 7.5; or

(d) becomes bankrupt or insolvent, has a receiving order made against him, compounds with his creditors, or caries on business under a receiver, trustee or manager for the benefit of his creditors or goes in to liquidation; or

(e) consistently fails to meet his material obligations hereunder,

(**Owner Default**),

the Contractor may, at its absolute discretion choose to:

(i) give thirty (30) days written notice to the Owner that the Contractor will postpone the fulfilment of its obligations under the Contract until such default has been remedied and satisfactory payment security is established covering the outstanding part of the Lump Sum Price, and/or

(ii) give the Owner written notice that:

(A) the Owner has committed an act or omission constituting an Owners default;

(B) the Contractor intends to terminate the Contract at the end of the period given by the Contractor in the notice;

(C) the Owner is to remedy such default within the period given pursuant to (B) above; and

(D) if the Owner does not remedy the default within the period given, the Contractor will terminate the Contract without having to require any consent from any Court of authority.

The period allowed for remedial action shall be no less than 21 days.

Any such termination shall be without prejudice to any other rights of the Contractor or the Owner under the Contract.

13.2 **Removal of Contractor's Equipment**

Upon the termination, the Contractor shall be entitled to remove immediately all Contractor's Equipment which is on the Site and/or Work Area.

13.3 **Payment on Termination for Owner's Default**

In the event of termination the Owner shall pay the Contractor for the value of the Works completed at the time of termination. Owner and Contractor agree to discuss and agree in good faith an agreed upon amount for the value of the Works completed at the time of termination.

14. RISK AND RESPONSIBILITY

14.1 General Indemnity

The Contractor hereby warrants and represents that it holds and/or has received all the necessary licences and consents which are required from any licenser and any other person in connection with the design, construction, operation and maintenance of the Works, and the Contractor shall hold harmless and indemnify the Owner, its directors and employees from and against all claims losses, liabilities, expenses, charges, liens and other obligations whatsoever in connection with this Contract and from and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto provided that the claim or proceedings arise out of the design, construction, manufacture or use of the Works.

14.2 Claims

The Contractor shall be promptly notified of any claim under this Clause made against the Owner. The Contractor together with the Owner may at his own cost conduct negotiations for the settlement of such claim, and any litigation that may arise there from.

The Owner shall not make any admission, which might be prejudicial to the Contractor unless the Contractor has failed to take over the conduct of the negotiations or litigation within a reasonable time after having been so requested.

The Contractor may conduct such negotiations or litigation referred to above on the condition that he shall provide the Owner such reasonable security as the Owner may require as quickly as reasonably possible. The security shall be for an amount which is an assessment of the compensation, damages, expenses and costs for which the Owner and/or the Owner may become liable and which are the subject of the indemnity under Clause 14.1.

The Owner shall, at the request of the Contractor, provide all available assistance for the purpose of contesting any such claim or action, and shall be repaid all reasonable costs incurred in so doing.

14.3 Contractors Liability

The Contractor shall, until the end of the Defects Liability Period or any extended period of Defects Liability Period, defend, indemnify, be liable for and hold harmless to the Owner against all losses, expenses including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) and claims, including (without limitation) any claims in respect of any loss of or damage to physical property (other than the Works), death or personal injury, arising out of or resulting from or occurring to the extent caused by:

(a) defective design, material or workmanship of the Contractor;

(b) negligence or breach of statutory or contractual duty of the Contractor, or its respective employees, advisors, consultants and agents; or

(c) the performance by the Contractor under the Contract, any subcontractor, any person or organization directly or indirectly employed by any of them regardless of the negligence of any such party,

save for loss or damage arising through the Owners gross negligence or wilful default.

14.4 Accidents

The Contractor shall be liable for and shall indemnify the Owner against all losses, expenses or claims arising in connection with the death of or injury to any person employed by the Contractor for the purposes of the Works, unless caused by the gross negligence or wilful default of the Owner or other contractors engaged by the Owner or by their respective employees or agents.

14.5 Liability for Indirect Damages

Neither party shall be liable to the other for any loss of profit, loss of use, loss of production, loss of data, loss of financing costs, loss of contracts or for any other indirect damage that may be suffered by the other, except as expressly provided in this Contract.

14.6 Liability after Expiration of Defects Liability Period

Except as otherwise set forth herein, the Contractor shall have no liability to the Owner for any loss of or damage to the Works or the Project which occurs after the expiration of the Defects Liability Period, unless caused by gross negligence or wilful default of the Contractor.

14.7 Mitigation of Loss or Damage

In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

14.8 Insurances

Without limiting or reducing Contractors liability and responsibility hereunder, Contractor shall procure and maintain, at its own cost and expense and through first class insurers acceptable to the Owner, during performance of the Works and shall ensure that any subcontractors do likewise, the following insurance applicable to its activities with respect to and for the duration of the Contract:

(a) Comprehensive General Third Party Liability Insurance in the amount of one million US Dollars (1,000,000 USD) for any one claim and without limit to the number of claims in respect of any bodily and/or personal injury including death and property damage or destruction of any person or property which shall arise out of or in consequence of Consultant's performance of the Services. Such policy shall include Contractual Liability cover and a cross liability provision.

(b) Such Employer's Liability, Workmen's Compensation Insurance or similar cover which the Consultant is statutorily required to effect with respect to its personnel

(c) Any other insurance which may be relevant and/or necessary and/or may be required by law.

All insurance policies shall be endorsed to provide the Employer with not less than thirty (30) days notice of any cancellation or material amendment thereof.

The Consultant shall provide Owner with such evidence of its insurance coverage as the Owner may reasonably require.

Should Contractor at any time neglect or refuse to provide or renew any insurance required herein, or should any insurance be cancelled, Owner shall have the right to procure such insurance at the Contractor's cost. Owner shall be entitled to deduct such sums from any monies due or which may become due to Contractor in addition to any other remedies Owner may have under the Contract.

15. FORCE MAJEURE

15.1 Definition of Force Majeure

Force Majeure means any circumstances which are unforeseeable and beyond the control of the Contractor or of the Owner upon due care and diligent performance, including but not limited to:

(a) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;

(c) rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, and civil unrest;

(d) closure of ports, suspension of government services, breakdown of communications, riot, commotion, disorder, strike, lockout and other industrial action, except where this involves any personnel and other employees of the Contractor, other than as a part of a nationwide industrial action; and/or

(f) natural catastrophes including, without limitation, flood, fire and earthquakes.

The burden of proof as to whether a Force Majeure event has occurred and whether the Force Majeure event excuses the party from performance shall be upon the party claiming such Force Majeure event.

15.2 Effect of Force Majeure

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the Commencement Date.

15.3 Notice of Occurrence

If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party of the event or circumstances constituting the Force Majeure and shall to the extent possible specify the obligations, the performance of which is or will be prevented.

15.4 Performance to Continue

Upon the occurrence of any circumstances of Force Majeure, the Contractor shall use his best endeavour to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Owner of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. However, the Contractor shall not take any such steps unless the Owner has approved the Contractor's proposed steps and reasonable remedy or remedies (if necessary); provided, that the Owner shall respond to the proposed steps and reasonable remedy or remedies within 72

hours. Such 72 hours may be extended by the Owner if the Owner requires additional time to consider the proposal of the Contractor. If the Owner has not responded within 72 hours, Owner shall be deemed to have approved and directed such steps.

15.5 Damage caused by Force Majeure

If in consequence of Force Majeure the Works shall suffer loss or damage the Contractor shall be entitled to be paid for the value of the work done at that time, without regard to the loss or damage that has occurred but only to the extent such loss or damage has not been compensated by insurance proceeds.

15.6 Termination in Consequence of Force Majeure

If circumstances of Force Majeure have occurred and shall continue for a cumulative period of 90 days then, notwithstanding that the Contractor may by reason thereof have been granted an extension to complete the Works, either party shall be entitled to serve upon the other 21 days' notice to terminate the Contract. If at the expiry of the period of 21 days Force Majeure shall still continue the Contract shall terminate, otherwise the Contract shall continue to be in force and effect.

15.7 Payment on Termination for Force Majeure

If the Contract is terminated under Clause 15.6 the Contractor shall be paid the value of the Work done at that time. Owner and Contractor agree to discuss and agree in good faith an agreed upon amount for the value of the Works completed at the time of termination.

15.8 Release from Performance

If circumstances of Force Majeure occur and in consequence thereof under the law governing the Contract the parties are released from further performance of the Contract, the sum payable by the Owner to the Contractor shall be the same as that which would have been payable under Clause 15.7 if the Contract had been terminated under Clause 15.6.

15.9 Force Majeure Affecting Owner's Duties

The provisions of Clause 19 shall also apply in circumstances where the Owner is prevented from performing any of his duties under the Contract including (without limitation) the duty to make payment to the Contractor under the Contract by reason of Force Majeure; provided, however, subject to the foregoing, any payments due to the Contractor in accordance with Clause 15.7 shall be paid by the Owner in accordance with the provisions set forth in Clause 11.

16. DISPUTES AND ARBITRATION

16.1 Arbitration

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Thailand in accordance with the Arbitration rules of the Thai Arbitration Institute, the Ministry of Justice (TAI Rules) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Tribunal shall consist of three arbitrators to be appointed in accordance to the TAI Rules. The place of arbitration shall be Thailand.

The language of the arbitration shall be English.

16.2 Work to Continue

Performance of the Contract shall continue during arbitration proceedings unless the Owner shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be approved by the Owner (acting reasonably) and added to the Contract Price.

Except as otherwise set forth herein, no payments due or payable by the Owner shall be withheld on account of pending reference to arbitration.

17. CHANGE OF CONTROL

Notwithstanding any provisions to the contrary in this Agreement, Owner has the right to terminate this Contract, effective immediately, at any time and without prior notice or compensation in lieu thereof nor any goodwill indemnity by sending a fax and a letter to Contractor in the event there is a change in control of Contractor.

Change of control means the sale of all or substantially all the assets of Contractor; any merger, consolidation or acquisition of Contractor with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of Contractor in one or more related transactions.

18. NOTICES

Any notice, request or other communication required hereunder shall be deemed to have been duly given or made when it shall be in writing and delivered by hand or facsimile or by registered mail, addressed as follows:

If to Contractor,

T.S.Group Management Co.,Ltd.
134/60 Soi Khubon 27 Subsoi 15 Khubon Road.,
Khwang Tharang , Khet Bangkhen Bangkok 10220,Thailand.
Tel: +66 3301 2415-6
Fax: +66 3301 2417
Attention: Mr. Somyoth Nonthaphet / Project Manager

If to Owner,

Floor 29, Exchange Tower,
388 Rachadapisek Road,Klongtoey, Sukhuvit Road
Bangkok 10110 THAILAND
Tel: (+66 2 1049244)
Fax: (+66 2 1049101)

19. CONTACT LIST

Any correspondence not required to be given under Clause 18 shall be given by email and sent to the contact list set out in Appendix 5.

20. GENERAL

20.1 Assignment

Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party.

20.2 Documents Mutually Explanatory

The Contract shall be taken as mutually explanatory. Any ambiguities or discrepancies shall be resolved amicably by both Parties.

20.3 Inconsistency

In case of any inconsistency between the terms of the Contract, the Invitation to Tender and Specification and Technical Documents, the terms of the Invitation to Tender and Specification and Technical Documents shall prevail.

20.4 Applicable Law

The interpretation and the construction of this Contract, and all matters relating hereto, shall be governed by the laws of Thailand.

20.5 Third Parties

Notwithstanding any other provision of this Contract, nothing in this Contract is intended to confer and nothing purports to confer any right to enforce any of its terms on any person who is not a party to it.

20.6 Waivers

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy, other than expressly stated in this Contract.

20.7 Amendment

No amendment or waiver of any provision of this Contract, or consent to any departure therefrom, shall be effective unless in writing and signed or consented to (in writing) by the Parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

20.8 Unenforceability

Any provision of this Contract that is prohibited, unenforceable or not authorized in any one jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions of this Contract or affecting the validity, enforceability or authorization of such provision in any other jurisdiction.

20.9 Entire Agreement

This Contract, together with any other agreements, documents, or certificates to be executed by the Parties pursuant to this Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby. All previous documents, undertakings, and agreements, whether oral, written or otherwise, between the Parties concerning the subject

matter of this Contract are hereby cancelled and shall not affect or modify any of the terms or obligations set forth in this Contract.

20.10 Confidentiality

The Parties agree that this Contract shall be kept confidential and shall not be disclosed to any third party, except as such disclosure is required by an applicable law or regulation or by any governmental authority having jurisdiction over any of the Parties or such disclosure is made by any Party to their financial, legal or other professional advisors on a "need to know" basis. In the event that a proper request is made for this Contract by any governmental authority, the Owner shall notify the Contractor of such request and the Owner and Contractor shall promptly meet to discuss an appropriate course of action provided, however, that nothing contained in this sub-clause shall obligate the Owner to violate any applicable law or refuse any properly presented request made by any governmental authority. If any Party discloses this Contract in violation of this sub-clause, it shall indemnify and hold the other Parties harmless from any present or future claim, liability, fine or penalty, including any claim for payment of additional taxes, in each case as a result of disclosure of this Contract. The restrictions contained in this Clause 20.10 shall survive the termination or expiry of this Contract.

20.11 Governing Law

This Contract shall be governed by and construed in accordance with the laws of Thailand.

IN WITNESS WHEREOF, the parties hereto, having read and understood the contents of this Contract, have caused this Contract to be signed in their respective names as well as affixed with the company's seal of if any as of the date first above written.

SIGNED for and on behalf of
Kuwait Petroleum Aviation (Thailand) Ltd.

By
Title

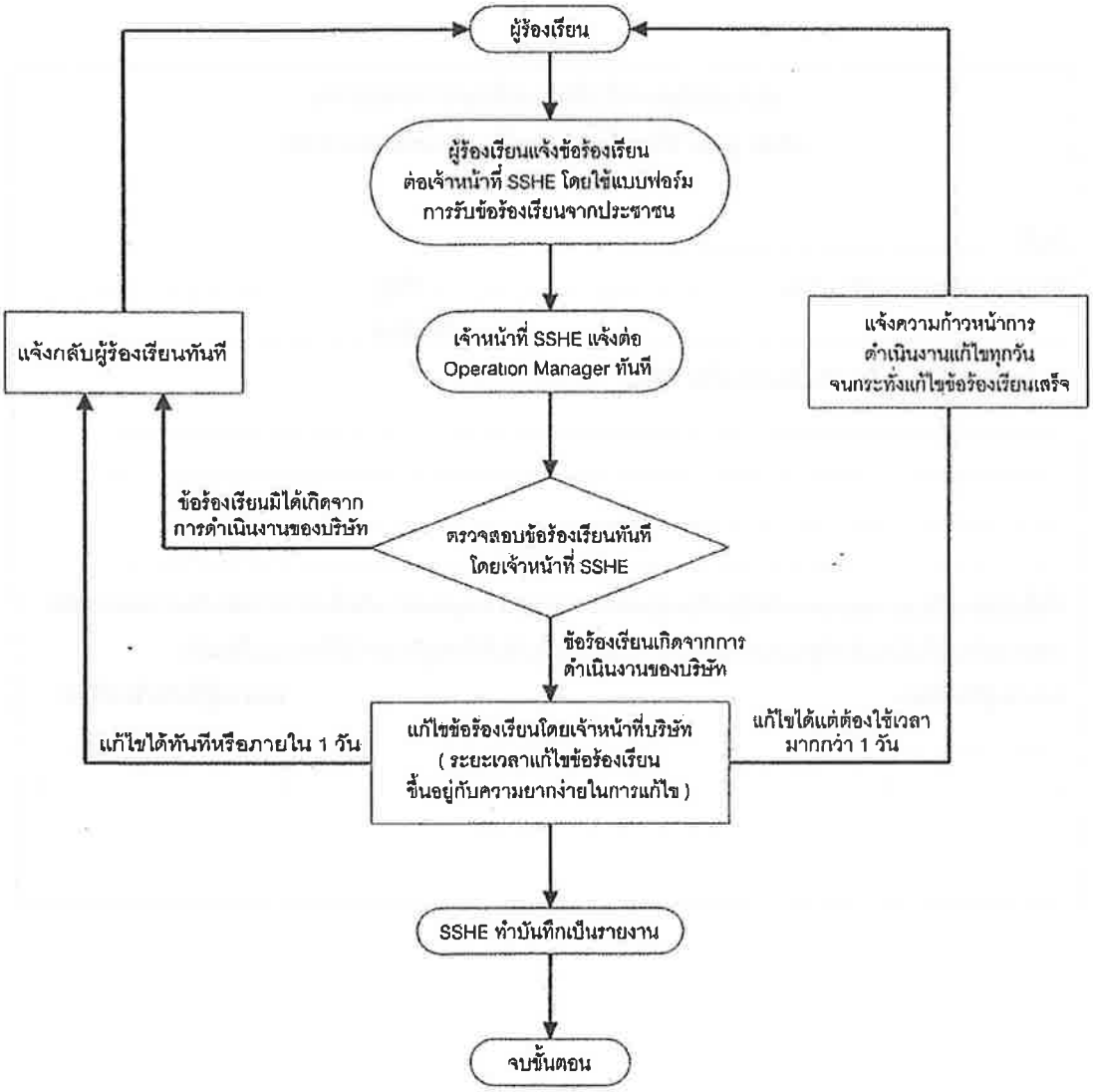
SIGNED for and on behalf of
T.S.Group Management Co., Ltd.

TSGM
T.S.Group Management Co.,Ltd.

By: Dr. Thawatchai Sangthong
Title: Chairman & Chief Executive Officer

ภาคผนวก ข.2

แผนผังการรับข้อร้องเรียน



แผนผังการรับข้อร้องเรียน

โครงการท่อส่งน้ำมัน บริษัท คูเวต ปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด

แบบฟอร์มการรับข้อร้องเรียนจากประชาชน

บริษัท คูเวต ปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด

วันที่.....

ชื่อและนามสกุลของผู้ร้องเรียน ..... ที่อยู่.....

.....เบอร์โทรศัพท์.....

ข้อร้องเรียนเพื่อให้บริษัทดำเนินการแก้ไข มีดังนี้

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ทั้งนี้บริษัทจะรีบตรวจสอบตามข้อร้องเรียนของท่าน หากพบว่าเหตุดังกล่าวเกิดขึ้นจากการดำเนินงานของบริษัท บริษัทจะรีบแก้ไขโดยเร็วที่สุดและจะแจ้งให้ท่านได้รับทราบทันทีที่เหตุดังกล่าวได้รับการแก้ไขแล้ว

ลงนามผู้ร้องเรียน	**ลงนามผู้รับข้อร้องเรียน**
.....	.....
( )	( )

แบบฟอร์มการรับข้อร้องเรียน

โครงการท่อส่งน้ำมัน บริษัท คูเวต ปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด

ภาคผนวก ข.3

เอกสารการตรวจสอบแนวท่อส่งน้ำมันและถังเก็บน้ำมัน

การเดินสำรวจทุกวัน (Pipeline Patrolling)

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
บริษัท คูเวตปิโตรเลียม เอวิเอชัน (ประเทศไทย) จำกัด

Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
1/9/65	7:00	/				/				/			
	9:00	/				/				/			
	9:45	/				/				/			
	10:30	/				/				/			
	11:15	/				/				/			
	12:00	/				/				/			
	12:45	/				/				/			
	13:30	/				/				/			
1/9/65	14:15	/				/				/			
	15:00	/				/				/			
	15:45	/				/				/			
	16:30	/				/				/			
	17:15	/				/				/			
	18:00	/				/				/			
1/9/65	18:45	/				/				/			
	19:45	—				—				—		หน้า ไม่ชัดเจนตามที่	
	20:30	/				/				/			
	21:15	/				/				/			
	22:00	/				/				/			
	22:45	/				/				/			
	23:30	/				/				/			
2/9/65	0:15	/				/				/			
	1:00	/				/				/			
	1:45	/				/				/			
	2:30	/				/				/			
	3:15	/				/				/			
	4:00	/				/				/			
	4:45	/				/				/			
	5:30	/				/				/			
2/9/65	6:15	/				/				/			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
02-09-65	7:00	/				/				/			
"	9:00	/				/				/			
"	9:45	/				/				/			
"	10:30	/				/				/			
"	11:15	/				/				/			
"	12:00	/				/				/			
"	12:45	/				/				/			
"	13:30	/				/				/			
"	14:15	/				/				/			
"	15:00	/				/				/			
"	15:45	/				/				/			
02-09-65	16:30	/				/				/			
"	17:15	/				/				/			
"	18:00	/				/				/			
"	18:45	/				/				/			
"	19:45	—	—			—	—			—	—	รั่วตามขวาง	ซ่อมแล้ว
"	20:30	/				/				/			
"	21:15	/				/				/			
"	22:00	/				/				/			
"	22:45	/				/				/			
"	23:30	/				/				/			
03-09-65	0:15	/				/				/			
"	1:00	/				/				/			
"	1:45	/				/				/			
"	2:30	/				/				/			
"	3:15	/				/				/			
"	4:00	/				/				/			
"	4:45	/				/				/			
"	5:30	/				/				/			
"	6:15	/				/				/			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
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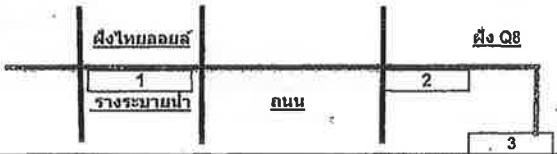
Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil



** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
3/7/65	7:00	/				/				/			
	9:00	/				/				/			
	9:45	/				/				/			
	10:30	/				/				/			
	11:15	/				/				/			
	12:00	/				/				/			
	12:45	/				/				/			
	13:30	/				/				/			
	14:15	/				/				/			
	15:00	/				/				/			
3/7/65	15:45	/				/				/			
	16:30	/				/				/			
	17:15	/				/				/			
	18:00	/				/				/			
	18:45	/				/				/			
	19:45	—				—				—	ปกติ ใช้งานตรวจสอบ		
	20:30	/				/				/			
	21:15	/				/				/			
	22:00	/				/				/			
	22:45	/				/				/			
	23:30	/				/				/			
4/7/65	0:15	/				/				/			
	1:00	/				/				/			
	1:45	/				/				/			
	2:30	/				/				/			
	3:15	/				/				/			
	4:00	/				/				/			
	4:45	/				/				/			
	5:30	/				/				/			
4/7/65	6:15	/				/				/			

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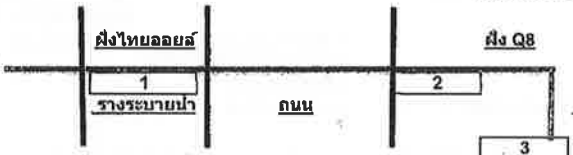
Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil



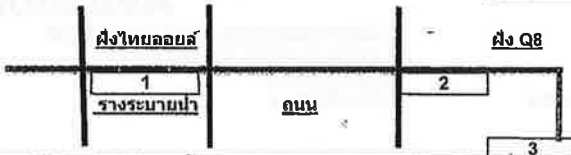
** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
4/7/65	7:00	/				/				/			
	9:00	/				/				/			
	9:45	/				/				/			
	10:30	/				/				/			
	11:15	/				/				/			
	12:00	/				/				/			
	12:45	/				/				/			
	13:30	/				/				/			
	14:15	/				/				/			
4/7/65	15:00	/				/				/			
	15:45	/				/				/			
	16:30	/				/				/			
	17:15	/				/				/			
	18:00	/				/				/			
	18:45	/				/				/			
	19:45	—	—			—	—			—	—	รปต.ปั๊มดีเซล 1 เดือน	
	20:30	—	—			—	—			—	—	รปต.ท่อ ดี 1 ตัวเดือนก่อน	
	21:15	—	—			—	—			—	—	ใช้งานปั๊มน้ำ	
	22:00	/				/				/		รปต.ท่อ 1 ตัวเดือนก่อน	
	22:45	/				/				/		ตรวจ.P2	
	23:30	/				/				/			
5/7/65	0:15	/				/				/			
	1:00	/				/				/			
	1:45	/				/				/			
	2:30	/				/				/			
	3:15	/				/				/			
	4:00	/				/				/			
	4:45	/				/				/			
	5:30	/				/				/			
5/7/65	6:15	/				/				/			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
บริษัท คูเวตปิโตรเลียม เอวิเอชัน (ประเทศไทย) จำกัด

Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil



** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	
2/08/65	7:00	✓				✓				✓			
"	9:00	—	—			—	—			—	—	งมตาก	
"	9:45	✓	—			✓	—			✓			
"	10:30	—				—				—		ปลาก	
"	11:15	✓				✓				✓			
"	12:00	✓				✓				✓			
"	12:45	✓				✓				✓			
"	13:30	✓				✓				✓			
"	14:15	✓				✓				✓			
"	15:00	✓				✓				✓			
2/08/65	15:45	✓				✓				✓			
"	16:30	✓				✓				✓			
"	17:15	✓				✓				✓			
"	18:00	✓				✓				✓			
"	18:45	✓				✓				✓			
"	19:45	—				—				—	พนักงาน หยุด เข้าทำงานกลับ		
"	20:30	—				—				—	มีพนักงาน		
"	21:15	✓				✓				✓			
"	22:00	✓				✓				✓			
"	22:45	✓				✓				✓			
2/02/65	23:30	✓				✓				✓			
3/08/65	0:15	✓				✓				✓			
"	1:00	✓				✓				✓			
"	1:45	✓				✓				✓			
"	2:30	✓				✓				✓			
"	3:15	✓				✓				✓			
"	4:00	✓				✓				✓			
"	4:45	—				—				—	มีพนักงาน		
"	5:30	✓				✓				✓			
3/08/65	6:15	✓				✓				✓			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
บริษัท คูเวตปิโตรเลียม เอวิเอชัน (ประเทศไทย) จำกัด

Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	
3-8-65	7:00	✓				✓				✓			
"	9:00	✓				✓				✓			
"	9:45	✓				✓				✓			
"	10:30	✓				✓				✓			
"	11:15	✓				✓				✓			
"	12:00	✓				✓				✓			
"	12:45	✓				✓				✓			
"	13:30	✓				✓				✓			
"	14:15	✓				✓				✓			
"	15:00	✓				✓				✓			
3-8-65	15:45	✓				✓				✓			
"	16:30	✓				✓				✓			
"	17:15	✓				✓				✓			
"	18:00	✓				✓				✓			
"	18:45	✓				✓				✓			
"	19:45	—				—				—	พนักงาน หยุด เข้าทำงานกลับ		
"	20:30	✓				✓				✓			
"	21:15	✓				✓				✓			
"	22:00	✓				✓				✓			
"	22:45	✓				✓				✓			
"	23:30	✓				✓				✓			
4-8-65	0:15	✓				✓				✓			
"	1:00	✓				✓				✓			
"	1:45	✓				✓				✓			
"	2:30	✓				✓				✓			
"	3:15	✓				✓				✓			
"	4:00	✓				✓				✓			
"	4:45	✓				✓				✓			
"	5:30	✓				✓				✓			
4-8-65	6:15	✓				✓				✓			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
บริษัท คูเวตปิโตรเลียม เอวิเอชัน (ประเทศไทย) จำกัด

Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	
3-8-65	7:00	/				/				/			
"	9:00	/				/				/			
"	9:45	/				/				/			
"	10:30	/				/				/			
"	11:15	/				/				/			
"	12:00	/				/				/			
"	12:45	/				/				/			
"	13:30	/				/				/			
"	14:15	/				/				/			
"	15:00	/				/				/			
3-8-65	15:45	/				/				/			
"	16:30	/				/				/			
"	17:15	/				/				/			
"	18:00	/				/				/			
"	18:45	/				/				/			
"	19:45	—				—				—	พนักงาน	ปิดวา	ให้ทำงาน ต่อไป
"	20:30	/				/				/			
"	21:15	/				/				/			
"	22:00	/				/				/			
"	22:45	/				/				/			
"	23:30	/				/				/			
4-8-65	0:15	/				/				/			
"	1:00	/				/				/			
"	1:45	/				/				/			
"	2:30	/				/				/			
"	3:15	/				/				/			
"	4:00	/				/				/			
"	4:45	/				/				/			
"	5:30	/				/				/			
4-8-65	6:15	/				/				/			

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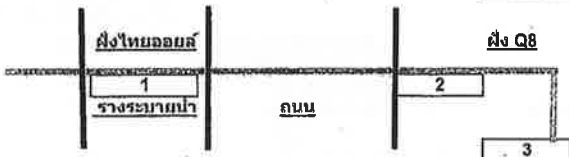
ตารางตรวจสอบแนวท่อ Thaioil



** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	
5-8-65	7:00	/				/				/			
"	9:00	/				/				/			
"	9:45	/				/				/			
"	10:30	/				/				/			
"	11:15	/				/				/			
"	12:00	/				/				/			
"	12:45	/				/				/			
"	13:30	/				/				/			
"	14:15	/				/				/			
5-8-65	15:00	/				/				/			
"	15:45	/				/				/			
"	16:30	/				/				/			
"	17:15	/				/				/			
"	18:00	/				/				/			
"	18:45	/				/				/			
"	19:45	—				—				—	พนักงาน	KPAT	ให้ทำงานต่อไป
"	20:30	/				/				/			
"	21:15	/				/				/			
"	22:00	/				/				/			
"	22:45	/				/				/			
"	23:30	/				/				/			
6-8-65	0:15	/				/				/			
"	1:00	/				/				/			
"	1:45	/				/				/			
"	2:30	/				/				/			
"	3:15	/				/				/			
"	4:00	/				/				/			
"	4:45	/				/				/			
"	5:30	/				/				/			
6-8-65	6:15	/				/				/			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

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1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	
1/09/65	7:00	✓				✓				✓			
	9:00	✓				✓				✓			
	9:45	✓				✓				✓			
	10:30	✓				✓				✓			
	11:15	✓				✓				✓			
	12:00	✓				✓				✓			
	12:45	✓				✓				✓			
	13:30	✓				✓				✓			
	14:15	✓				✓				✓			
	15:00	✓				✓				✓			
	15:45	✓				✓				✓			
1/09/65	16:30	✓				✓				✓			
	17:15	✓				✓				✓			
	18:00	✓				✓				✓			
	18:45	✓				✓				✓			
	19:45	✓				✓				✓			
	20:30	✓				✓				✓			
	21:15	✓				✓				✓			
	22:00	✓				✓				✓			
	22:45	✓				✓				✓			
1/09/65	23:30	✓				✓				✓			
02/09/65	0:15	✓				✓				✓			
	1:00	✓				✓				✓			
	1:45	✓				✓				✓			
	2:30	✓				✓				✓			
	3:15	✓				✓				✓			
	4:00	✓				✓				✓			
	4:45	✓				✓				✓			
	5:30	✓				✓				✓			
02/09/65	6:15	✓				✓				✓			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	
02/09/65	7:00	✓				✓				✓			
	9:00	✓				✓				✓			
	9:45	—				—				—		ฝนตก	
	10:30	✓				✓				✓			
	11:15	✓				✓				✓			
	12:00	✓				✓				✓			
	12:45	✓				✓				✓			
	13:30	✓				✓				✓			
	14:15	✓				✓				✓			
	15:00	✓				✓				✓			
02/09/65	15:45	✓				✓				✓			
	16:30	✓				✓				✓			
	17:15	✓				✓				✓			
	18:00	✓				✓				✓			
	18:45	✓				✓				✓			
	19:45	✓				✓				✓			
	20:30	✓				✓				✓			
	21:15	✓				✓				✓			
	22:00	✓				✓				✓			
	22:45	✓				✓				✓			
02/09/65	23:30	✓				✓				✓			
03/09/65	0:15	✓				✓				✓			
	1:00	✓				✓				✓			
	1:45	✓				✓				✓			
	2:30	✓				✓				✓			
	3:15	✓				✓				✓			
	4:00	✓				✓				✓			
	4:45	✓				✓				✓			
	5:30	✓				✓				✓			
03/09/65	6:15	✓				✓				✓			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

ฝั่งไทยออยล์ | ฝั่ง Q8
1 รางระบายน้ำ | ถนน | 2 | Q8 Empty Land | 3

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
3-9-65	7:00	/				/				/			
	9:00	/				/				/			
	9:45	/				/				/			
	10:30	/				/				/			
	11:15	/				/				/			
	12:00	/				/				/			
	12:45	/				/				/			
	13:30	/				/				/			
	14:15	/				/				/			
	15:00	/				/				/			
3-9-65	15:45	/				/				/			
	16:30	/				/				/			
	17:15	/				/				/			
	18:00	/				/				/			
	18:45	/				/				/			
	19:45	/				/				/			
	20:30	/				/				/			
	21:15	/				/				/			
	22:00	/				/				/			
	22:45	/				/				/			
	23:30	/				/				/			
4-9-65	0:15	/				/				/			
	1:00	/				/				/			
	1:45	/				/				/			
	2:30	/				/				/			
	3:15	/				/				/			
	4:00	/				/				/			
	4:45	/				/				/			
	5:30	/				/				/			
4-9-65	6:15	/				/				/		ต่ำกว่า.	

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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

ฝั่งไทยออยล์ | ฝั่ง Q8
1 รางระบายน้ำ | ถนน | 2 | Q8 Empty Land | 3

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
4-09-65	7:00	/				/				/			
〃	9:00	/				/				/			
〃	9:45	/				/				/			
〃	10:30	/				/				/			
〃	11:15	/				/				/			
〃	12:00	/				/				/			
〃	12:45	/				/				/			
〃	13:30	/				/				/			
〃	14:15	/				/				/			
4-09-65	15:00	/				/				/			
〃	15:45	/				/				/			
〃	16:30	/				/				/			
〃	17:15	/				/				/			
〃	18:00	/				/				/			
〃	18:45	/				/				/			
〃	19:45	/				/				/			
〃	20:30	/				/				/			
4-09-65	21:15	–				–				–		ปกติ	
〃	22:00	–				–				–		ปกติ	
〃	22:45	–				–				–		ปกติ	
〃	23:30	/				/				/			
〃	0:15	–				–				–		ปกติ	
5-09-65	1:00	/				/				/			
〃	1:45	/				/				/			
〃	2:30	/				/				/			
〃	3:15	/				/				/			
〃	4:00	/				/				/			
〃	4:45	/				/				/			
〃	5:30	/				/				/			
〃	6:15	/				/				/			

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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

ฝั่งไทยออยล์ | ฝั่ง Q8

1 รางระบายน้ำ | ถนน | 2 | Q8 Empty Land | 3

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
1/10/65	7:00	/				/				/			
"	9:00	/				/				/			
"	9:45	/				/				/			
"	10:30	/				/				/			
"	11:15	/				/				/			
"	12:00	/				/				/			
"	12:45	/				/				/			
"	13:30	/				/				/			
"	14:15	/				/				/			
"	15:00	/				/				/			
1/10/65	15:45	/				/				/			
"	16:30	/				/				/			
"	17:15	/				/				/			
"	18:00	/				/				/			
"	18:45	/				/				/			
"	19:45	/				/				/			
"	20:30	/				/				/			
"	21:15	/				/				/			
"	22:00	/				/				/			
"	22:45	/				/				/			
"	23:30	/				/				/			
2/10/65	0:15	/				/				/			
"	1:00	—				—				—	มีน้ำขังเล็กน้อย		
"	1:45	—				—				—	มีน้ำขังเล็กน้อย		
"	2:30	/				/				/			
"	3:15	/				/				/			
"	4:00	/				/				/			
"	4:45	/				/				/			
"	5:30	/				/				/			
2/10/65	6:15	/				/				/			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

ฝั่งไทยออยล์ | ฝั่ง Q8

1 รางระบายน้ำ | ถนน | 2 | Q8 Empty Land | 3

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
02/10/65	7:00	/				/				/			
"	9:00	/				/				/			
"	9:45	/				/				/			
"	10:30	/				/				/			
"	11:15	/				/				/			
"	12:00	/				/				/			
"	12:45	/				/				/			
"	13:30	/				/				/			
"	14:15	/				/				/			
"	15:00	/				/				/			
02/10/65	15:45	/				/				/			
"	16:30	/				/				/			
"	17:15	/				/				/			
"	18:00	/				/				/			
"	18:45	/				/				/			
"	19:45	/				/				/			
"	20:30	/				/				/			
"	21:15	/				/				/			
"	22:00	/				/				/			
"	22:45	/				/				/			
"	23:30	/				/				/			
03/10/65	0:15	/				/				/			
"	1:00	/				/				/			
"	1:45	/				/				/			
"	2:30	/				/				/			
"	3:15	/				/				/			
"	4:00	/				/				/			
"	4:45	/				/				/			
"	5:30	/				/				/			
03/10/65	6:15	/				/				/			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
3 / 10 / 65	7:00	✓				✓				✓			
"	9:00	✓				✓				✓			
"	9:45	✓				✓				✓			
"	10:30	✓				✓				✓			
"	11:15	✓				✓				✓			
"	12:00	—				—				—		ปิดวาล์ว	
"	12:45	/				/				/			
"	13:30	—				—				—		ปิดวาล์ว	
"	14:15	/				/				/			
"	15:00	/				/				/			
3 / 10 / 65	15:45	/				/				/			
"	16:30	/				/				/			
"	17:15	/				/				/			
"	18:00	/				/				/			
"	18:45	/				/				/			
"	19:45	/				/				/			
"	20:30	/				/				/			
"	21:15	/				/				/			
"	22:00	/				/				/			
"	22:45	—				—				—		ปิดวาล์ว	
"	23:30	—				—				—		ปิดวาล์ว	
4 / 10 / 65	0:15	/				/				/			
"	1:00	/				/				/			
"	1:45	/				/				/			
"	2:30	/				/				/			
"	3:15	/				/				/			
"	4:00	/				/				/			
"	4:45	/				/				/			
"	5:30	/				/				/			
4 / 10 / 65	6:15	/				/				/			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
บริษัท คูเวตปิโตรเลียม เอวิเอชัน (ประเทศไทย) จำกัด

Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

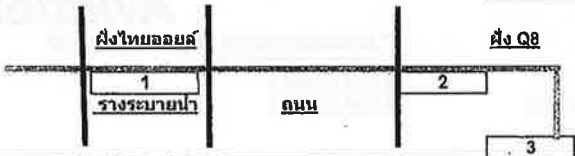
** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
4-10-65	7:00	/				/				/			
	9:00	/				/				/			
	9:45	/				/				/			
	10:30	/				/				/			
	11:15	/				/				/			
	12:00	/				/				/			
	12:45	/				/				/			
	13:30	/				/				/			
	14:15	/				/				/			
	15:00	/				/				/			
4-10-65	15:45	—				—				—	ปิดวาล์ว		
	16:30	—				—				—	ปิดวาล์ว		
	17:15	/				/				/			
	18:00	/				/				/			
	18:45	/				/				/			
	19:45	/				/				/			
	20:30	/				/				/			
	21:15	/				/				/			
	22:00	/				/				/			
	22:45	/				/				/			
	23:30	/				/				/			
5-10-65	0:15	/				/				/			
	1:00	/				/				/			
	1:45	/				/				/			
	2:30	/				/				/			
	3:15	/				/				/			
	4:00	/				/				/			
	4:45	/				/				/			
	5:30	/				/				/			
5-10-65	6:15	/				/				/			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
บริษัท คูเวตปิโตรเลียม เอวิเอชัน (ประเทศไทย) จำกัด

Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil



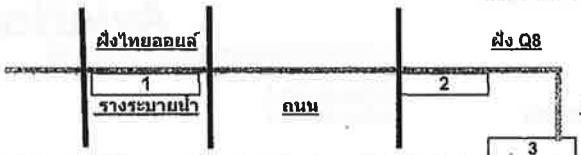
** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
1-11-65	7:00	/				/				/			
	9:00	/				/				/			
	9:45	/				/				/			
	10:30	/				/				/			
	11:15	/				/				/			
	12:00	/				/				/			
	12:45	/				/				/			
	13:30	/				/				/			
	14:15	/				/				/			
	15:00	/				/				/			
1-11-65	15:45	/				/				/			
	16:30	/				/				/			
	17:15	/				/				/			
	18:00	/				/				/			
	18:45	/				/				/			
	19:45	—				—				—		รถ/ก.ขาดปิด 1 ครั้ง	
	20:30	—				—				—		รถ/ก.ขาดปิด 1 ครั้ง	
	21:15	/				/				/			
	22:00	—				—				—		ซ่อมวาล์ว	
	22:45	/				/				/			
	23:30	/				/				/			
2-11-65	0:15	/				/				/			
	1:00	/				/				/			
	1:45	/				/				/			
	2:30	/				/				/			
	3:15	/				/				/			
	4:00	/				/				/			
	4:45	/				/				/			
	5:30	/				/				/			
2-11-65	6:15	/				/				/			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
บริษัท คูเวตปิโตรเลียม เอวิเอชัน (ประเทศไทย) จำกัด

Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil



** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
2/11/65	7:00	/				/				/			
	9:00	/				/				/			
	9:45	/				/				/			
	10:30	/				/				/			
	11:15	/				/				/			
	12:00	/				/				/			
	12:45	/				/				/			
	13:30	/				/				/			
	14:15	/				/				/			
	15:00	/				/				/			
2/11/65	15:45	/				/				/			
	16:30	/				/				/			
	17:15	/				/				/			
	18:00	/				/				/			
	18:45	/				/				/			
	19:45	—	—			—	—			—	—	รถ/ก.ปิดวาล์ว 1 ครั้ง	
	20:30	/				/				/			
	21:15	/				/				/			
	22:00	/				/				/			
	22:45	/				/				/			
2/11/65	23:30	/				/				/			
3/11/65	0:15	/				/				/			
	1:00	/				/				/			
	1:45	/				/				/			
	2:30	/				/				/			
	3:15	/				/				/			
	4:00	/				/				/			
	4:45	/				/				/			
	5:30	/				/				/			
3/11/65	6:15	/				/				/			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

ฝั่งไทยออยล์ | ฝั่ง Q8
1 รางระบายน้ำ | ถนน | 2 | Q8 Empty Land | 3

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	
3-11-65	7:00	✓				✓				✓			
	9:00	✓				✓				✓			
	9:45	✓				✓				✓			
	10:30	✓				✓				✓			
	11:15	✓				✓				✓			
	12:00	✓				✓				✓			
	12:45	✓				✓				✓			
	13:30	✓				✓				✓			
	14:15	—				—				—		เก็บตัวอย่าง ตรวจ ATK	
	15:00	—				—				—		เก็บตัวอย่าง ตรวจ ATK	
	15:45	✓				✓				✓			
3-11-65	16:30	✓				✓				✓			
	17:15	✓				✓				✓			
	18:00	✓				✓				✓			
	18:45	✓				✓				✓			
	19:45	—				—				—		รปภ. ขาออก 1 ห่วง	
	20:30	—				—				—		รปภ. ขาออก 1 ห่วง	
	21:15	✓				✓				✓			
	22:00	✓				✓				✓			
	22:45	✓				✓				✓			
	23:30	✓				✓				✓			
4-11-65	0:15	✓				✓				✓			
	1:00	✓				✓				✓			
	1:45	✓				✓				✓			
	2:30	✓				✓				✓			
	3:15	✓				✓				✓			
	4:00	✓				✓				✓			
	4:45	✓				✓				✓			
	5:30	✓				✓				✓			
4-11-65	6:15	✓				✓				✓			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

ฝั่งไทยออยล์ | ฝั่ง Q8
1 รางระบายน้ำ | ถนน | 2 | Q8 Empty Land | 3

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆ	
4/11/65	7:00	✓				✓				✓			
	9:00	✓				✓				✓			
	9:45	✓				✓				✓			
	10:30	✓				✓				✓			
	11:15	✓				✓				✓			
	12:00	✓				✓				✓			
	12:45	✓				✓				✓			
	13:30	✓				✓				✓			
	14:15	✓				✓				✓			
	15:00	✓				✓				✓			
	15:45	✓				✓				✓			
4/11/65	16:30	✓				✓				✓			
	17:15	✓				✓				✓			
	18:00	✓				✓				✓			
	18:45	✓				✓				✓			
	19:45	—				—				—			
	20:30	✓				✓				✓			
	21:15	✓				✓				✓			
	22:00	✓				✓				✓			
	22:45	✓				✓				✓			
4/11/65	23:30	✓				✓				✓			
5/11/65	0:15	—	—			—	—			—	—		
	1:00	✓				✓				✓			
	1:45	✓				✓				✓			
	2:30	✓				✓				✓			
	3:15	✓				✓				✓			
	4:00	✓				✓				✓			
	4:45	✓				✓				✓			
	5:30	✓				✓				✓			
5/11/65	6:15	✓				✓				✓			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

ฝั่งไทยออยล์ | ฝั่ง Q8

1 รางระบายน้ำ | ถนน | 2 | Q8 Empty Land | 3

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
1-12-65	7:00	/				/				/			
	9:00	/				/				/			
	9:45	/				/				/			
	10:30	/				/				/			
	11:15	/				/				/			
	12:00	/				/				/			
	12:45	/				/				/			
	13:30	/				/				/			
	14:15	/				/				/			
	15:00	/				/				/			
	15:45	/				/				/			
1-12-65	16:30	/				/				/			
	17:15	/				/				/			
	18:00	/				/				/			
	18:45	/				/				/			
	19:45	/				/				/			
	20:30	/				/				/			
	21:15	/				/				/			
	22:00	/				/				/			
	22:45	/				/				/			
	23:30	/				/				/			
2-12-65	0:15	/				/				/			
	1:00	/				/				/			
	1:45	/				/				/			
	2:30	/				/				/			
	3:15	/				/				/			
	4:00	/				/				/			
	4:45	/				/				/			
	5:30	/				/				/			
2-12-65	6:15	/				/				/			

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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

ฝั่งไทยออยล์ | ฝั่ง Q8

1 รางระบายน้ำ | ถนน | 2 | Q8 Empty Land | 3

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
2-12-65	7:00	/				/				/			
	9:00	/				/				/			
	9:45	/				/				/			
	10:30	/				/				/			
	11:15	/				/				/			
	12:00	/				/				/			
	12:45	/				/				/			
	13:30	/				/				/			
	14:15	/				/				/			
	15:00	/				/				/			
2-12-65	15:45	/				/				/			
	16:30	/				/				/			
	17:15	/				/				/			
	18:00	/				/				/			
	18:45	/				/				/			
	19:45	/				/				/			
	20:30	/				/				/			
	21:15	/				/				/			
	22:00	/				/				/			
	22:45	/				/				/			
	23:30	/				/				/			
3-12-65	0:15	/				/				/			
	1:00	/				/				/			
	1:45	/				/				/			
	2:30	/				/				/			
	3:15	/				/				/			
	4:00	/				/				/			
	4:45	/				/				/			
	5:30	/				/				/			
3-12-65	6:15	/				/				/			

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Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil

** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
3-12-65	7:00	✓				✓				✓			
"	9:00	✓				✓				✓			
"	9:45	✓				✓				✓			
"	10:30	✓				✓				✓			
"	11:15	✓				✓				✓			
"	12:00	✓				✓				✓			
"	12:45	✓				✓				✓			
"	13:30	✓				✓				✓			
"	14:15	✓				✓				✓			
"	15:00	✓				✓				✓			
"	15:45	✓				✓				✓			
3-12-65	16:30	✓				✓				✓			
"	17:15	✓				✓				✓			
"	18:00	✓				✓				✓			
"	18:45	✓				✓				✓			
"	19:45	✓				✓				✓			
"	20:30	✓				✓				✓			
"	21:15	✓				✓				✓			
"	22:00	✓				✓				✓			
"	22:45	✓				✓				✓			
"	23:30	✓				✓				✓			
4-12-65	0:15	✓				✓				✓			
"	1:00	✓				✓				✓			
"	1:45	✓				✓				✓			
"	2:30	✓				✓				✓			
"	3:15	✓				✓				✓			
"	4:00	✓				✓				✓			
"	4:45	✓				✓				✓			
"	5:30	✓				✓				✓			
4-12-65	6:15	✓				✓				✓			

KUWAIT PETROLEUM AVIATION (THAILAND) LTD
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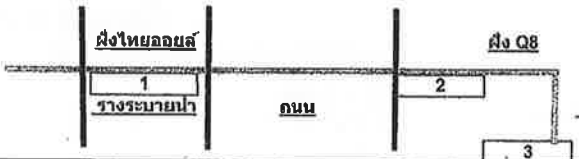
Q8 Aviation

ตารางตรวจสอบแนวท่อ Thaioil



** ให้ตรวจสอบแนวท่อ Thaioil To แนวท่อ Q8
1.คลองระบายน้ำฝั่ง Thaioil
2.Pipe Bridge 1
3.Pipe Bridge 2

วันที่	เวลา	คลองระบายน้ำฝั่ง Thaioil				Pipe Bridge 1				Pipe Bridge 2			
		ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	เวลา	ปกติ	ไม่ปกติ	อื่นๆๆ	
4-12-65	7:00	✓				✓				✓			
	9:00	✓				✓				✓			
	9:45	✓				✓				✓			
	10:30	✓				✓				✓			
	11:15	✓				✓				✓			
	12:00	✓				✓				✓			
	12:45	✓				✓				✓			
	13:30	✓				✓				✓			
	14:15	✓				✓				✓			
	15:00	✓				✓				✓			
4-12-65	15:45	✓				✓				✓			
	16:30	✓				✓				✓			
	17:15	✓				✓				✓			
	18:00	✓				✓				✓			
	18:45	✓				✓				✓			
	19:45	✓				✓				✓			
	20:30	✓				✓				✓			
	21:15	✓				✓				✓			
	22:00	✓				✓				✓			
	22:45	✓				✓				✓			
	23:30	✓				✓				✓			
5-12-65	0:15	✓				✓				✓			
	1:00	✓				✓				✓			
	1:45	✓				✓				✓			
	2:30	✓				✓				✓			
	3:15	✓				✓				✓			
	4:00	✓				✓				✓			
	4:45	✓				✓				✓			
	5:30	✓				✓				✓			
5-12-65	6:15	✓				✓				✓			

การตรวจสอบตามวาระ

PIPE TO SOIL POTENTIAL SURVEY RECORD SHEET

TEST BOX LOCATION	PIPE Inches	TEST CABLE	ON-POTENTIAL VAC	ON-POTENTIAL -VDC	ANODE POTENTIAL (-VDC) A-1	A-2	A-3	A-4	A-5	REMARK
[redacted]										
CBT-B2	10"	P1	0.020	-1.591	-1.591	-1.591	-1.591	-1.591	-1.591	
	24"	P2	0.019	-1.591						
CBT-B3	10"	P1	0.007	-1.584	-1.531	-1.531	-1.544	-1.544	-1.544	
	24"	P2	0.0010	-1.564						
CBT-B4	10"	P1	0.013	-1.565	-1.565	-1.565	-1.565	-1.565	-1.565	
	24"	P2	0.024	-1.566						
[redacted]										
CBT-BB1	10"	P1	0.008	-1.587	-1.588	-1.588	-1.588	-1.588	-1.588	
	24"	P2	0.010	-1.588						
	-	PTT 1	0.120	-0.554						
	-	PTT 2	0.107	-0.554						

Remark:

- ผลของ DC ต้องไม่มากกว่า -0.850 โวลท์ โดยพิจารณาจาก IR drop ของพื้นที่นั้นๆ
- ผลของ DC ต้องไม่น้อยกว่า -3.0 โวลท์
- ผลของ AC โวลท์ต้องไม่มากกว่า 15 โวลท์

Survey by..... Date .....

Check by Anuwat Date 7/7/22

PIPE TO SOIL POTENTIAL SURVEY RECORD SHEET

TEST BOX LOCATION	PIPE Inches	TEST CABLE	ON-POTENTIAL VAC	ON-POTENTIAL -VDC	ANODE POTENTIAL (-VDC) A-1	A-2	A-3	A-4	A-5	REMARK
[redacted]										
CBT-B2	10"	P1	0.010	-1.583	-1.587	-1.587	-1.587	-1.587	-1.587	
	24"	P2	0.011	-1.587						
CBT-B3	10"	P1	0.013	-1.583	-1.525	-1.525	-1.576	-1.576	-1.576	
	24"	P2	0.011	-1.583						
CBT-B4	10"	P1	0.009	-1.571	-1.571	-1.571	-1.571	-1.571	-1.571	
	24"	P2	0.010	-1.571						
[redacted]										
CBT-BB1	10"	P1	0.020	-1.591	-1.592	-1.592	-1.592	-1.592	-1.592	
	24"	P2	0.020	-1.592						
	-	PTT 1	0.095	-0.563						
	-	PTT 2	0.083	-0.563						

Remark:

- ผลของ DC ต้องไม่มากกว่า -0.850 โวลท์ โดยพิจารณาจาก IR drop ของพื้นที่นั้นๆ
- ผลของ DC ต้องไม่น้อยกว่า -3.0 โวลท์
- ผลของ AC โวลท์ต้องไม่มากกว่า 15 โวลท์

Survey by..... Date .....

Check by AM Date 4/8/22

PIPE TO SOIL POTENTIAL SURVEY RECORD SHEET

TEST BOX LOCATION	PIPE Inches	TEST CABLE	ON-POTENTIAL VAC	ON-POTENTIAL -VDC	ANODE POTENTIAL (-VDC) A-1	A-2	A-3	A-4	A-5	REMARK
CBT-B1	10"	P1								
	24"	P2								
CBT-B2	10"	P1	0.030	-1.575	-1.575	-1.575	-1.575	-1.575	-1.575	
	24"	P2	0.030	-1.575						
CBT-B3	10"	P1	0.020	-1.563	-1.513	-1.513	-1.592	-1.592	-1.592	
	24"	P2	0.019	-1.563						
CBT-B4	10"	P1	0.010	-1.559	-1.559	-1.559	-1.559	-1.559	-1.559	
	24"	P2	0.011	-1.559						
CBT-B5	10"	P1								
	10"	P2								
	24"	P3								
	24"	P4								
CBT-BB1	10"	P1	0.012	-1.588	-1.589	-1.589	-1.589	-1.589	-1.589	
	24"	P2	0.013	-1.559						
	-	PTT 1	0.056	-0.573						
	-	PTT 2	0.066	-0.572						

Remark:

- ผลของ DC ต้องไม่มากกว่า -0.850 โวลท์ โดยพิจารณาจาก IR drop ของพื้นที่นั้นๆ
- ผลของ DC ต้องไม่น้อยกว่า -3.0 โวลท์
- ผลของ AC โวลท์ต้องไม่มากกว่า 15 โวลท์

Survey by..... Date .....

Check by..... Date 14-09-22

PIPE TO SOIL POTENTIAL SURVEY RECORD SHEET

TEST BOX LOCATION	PIPE Inches	TEST CABLE	ON-POTENTIAL VAC	ON-POTENTIAL -VDC	ANODE POTENTIAL (-VDC) A-1	A-2	A-3	A-4	A-5	REMARK
CBT-B1	10"	P1								
	24"	P2								
CBT-B2	10"	P1	0.023	-1.567	-1.568	-1.567	-1.567	-1.567	-1.567	
	24"	P2	0.029	-1.567						
CBT-B3	10"	P1	0.019	-1.562	-1.510	-1.510	-1.523	-1.523	-1.523	
	24"	P2	0.018	-1.562						
CBT-B4	10"	P1	0.013	-1.558	-1.559	-1.558	-1.559	-1.558	-1.559	
	24"	P2	0.012	-1.558						
CBT-B5	10"	P1								
	10"	P2								
	24"	P3								
	24"	P4								
CBT-BB1	10"	P1	0.011	-0.952	-0.953	-0.953	-0.953	-0.953	-0.953	
	24"	P2	0.013	-0.953						
	-	PTT 1	0.055	-0.566						
	-	PTT 2	0.092	-0.566						

Remark:

- ผลของ DC ต้องไม่มากกว่า -0.850 โวลท์ โดยพิจารณาจาก IR drop ของพื้นที่นั้นๆ
- ผลของ DC ต้องไม่น้อยกว่า -3.0 โวลท์
- ผลของ AC โวลท์ต้องไม่มากกว่า 15 โวลท์

Survey by..... Date 29/10/22

Check by..... Date 29/10/22

PIPE TO SOIL POTENTIAL SURVEY RECORD SHEET

TEST BOX LOCATION	PIPE Inches	TEST CABLE	ON-POTENTIAL VAC	ON-POTENTIAL -VDC	ANODE POTENTIAL (-VDC) A-1	A-2	A-3	A-4	A-5	REMARK
CBT-B1	10"	P1								
	24"	P2								
CBT-B2	10"	P1	0.016	-1.197	-1.221	-1.221	-1.199	-1.199	-1.199	
	24"	P2	0.014	-1.197						
CBT-B3	10"	P1	0.014	-1.246	-1.247	-1.247	-1.247	-1.247	-1.247	
	24"	P2	0.014	-1.246						
CBT-B4	10"	P1	0.013	-1.260	-1.261	-1.261	-1.262	-1.262	-1.262	
	24"	P2	0.012	-1.259						
CBT-B9	10"	P1								
	10"	P2								
	24"	P3								
	24"	P4								
CBT-BB1	10"	P1	0.012	-1.457	-1.449	-1.449	-1.449	-1.449	-1.449	
	24"	P2	0.011	-1.448						
	-	PTT 1	0.012	-1.207						
	-	PTT 2	0.014	-1.233						

Remark:

- ผลของ DC ต้องไม่มากกว่า -0.850 โวลท์ โดยพิจารณาจาก IR drop ของพื้นที่นั้นๆ
- ผลของ DC ต้องไม่น้อยกว่า -3.0 โวลท์
- ผลของ AC โวลท์ต้องไม่มากกว่า 15 โวลท์

Survey by.....7TOE..... Date ....21/11/22....

Check by.....AM..... Date....21/11/22....

PIPE TO SOIL POTENTIAL SURVEY RECORD SHEET

TEST BOX LOCATION	PIPE Inches	TEST CABLE	ON-POTENTIAL VAC	ON-POTENTIAL -VDC	ANODE POTENTIAL (-VDC) A-1	A-2	A-3	A-4	A-5	REMARK
CBT-B1	10"	P1								
	24"	P2								
CBT-B2	10"	P1	0.046	-1.322	-1.270	-1.270	-1.270	-1.270	-1.270	
	24"	P2	0.046	-1.316						
CBT-B3	10"	P1	0.051	-1.266	-1.268	-1.268	-1.268	-1.268	-1.268	
	24"	P2	0.051	-1.280						
CBT-B4	10"	P1	0.042	-1.320	-1.320	-1.320	-1.320	-1.320	-1.320	
	24"	P2	0.042	-1.322						
CBT-B9	10"	P1								
	10"	P2								
	24"	P3								
	24"	P4								
CBT-BB1	10"	P1	0.54	-1.507	-1.497	-1.497	-1.497	-1.497	-1.497	
	24"	P2	0.54	-1.497						
	-	PTT 1	0.48	-1.239						
	-	PTT 2	0.48	-1.265						

Remark:

- ผลของ DC ต้องไม่มากกว่า -0.850 โวลท์ โดยพิจารณาจาก IR drop ของพื้นที่นั้นๆ
- ผลของ DC ต้องไม่น้อยกว่า -3.0 โวลท์
- ผลของ AC โวลท์ต้องไม่มากกว่า 15 โวลท์

Survey by..... Date .....

Check by.....AM..... Date....19/12/22....

DEXON TECHNOLOGY

ที่ DITT-L22192/SM.mw

วันที่ 21 ธันวาคม 2565

เรื่อง นำส่งรายงานผลการทดสอบและตรวจสอบถังบรรจุน้ำมัน ตามวาระ 1 ปี

เรียน อธิบดีกรมธุรกิจพลังงาน

สิ่งที่ส่งมาด้วย
1. หนังสือส่งผลการทดสอบและตรวจสอบ DITT-L22192/SM.mw จำนวน 1 ฉบับ
2. สำเนาหนังสือมอบอำนาจลงนามแทนกรรมการบริษัทฯ จำนวน 1 ฉบับ
3. ผลการทดสอบและตรวจสอบ จำนวน 8 ชุด
4. สำเนาหนังสือรับรองเป็นผู้ทดสอบและตรวจสอบ และสำเนาหนังสือรับรองเป็นผู้ปฏิบัติงานเกี่ยวกับการทดสอบและตรวจสอบ จำนวน 1 ชุด
5. สรุปผลการทดสอบและตรวจสอบ DITT-L22184/SM.mw จำนวน 1 ฉบับ

ตามที่บริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน) (เลขประจำตัวผู้เสียภาษีอากร 0107565000468) สำนักงานเลขที่ 78/4-5 หมู่ 6 ถนนสุขุมวิท ตำบลบ้านฉาง อำเภอบ้านฉาง จังหวัดระยอง 21130 โดยได้รับการรับรองจากกรมธุรกิจพลังงานให้เป็นผู้ทดสอบ และตรวจสอบน้ำมัน ระดับที่ 3 แบบ ทส.น.2 เลขที่ ผ.นม.กฟย.3-004/2564 ออกให้ ณ วันที่ 23 พฤศจิกายน 2565 ใช้ได้จนถึงวันที่ 19 กรกฎาคม 2567 แล้วนั้น

โดยทางบริษัทฯ ได้รับมอบหมายจากบริษัท ดูเวตปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด ตั้งอยู่เลขที่ 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรี ให้ดำเนินการทดสอบและตรวจสอบถังบรรจุน้ำมัน ระบบท่อ และอุปกรณ์ ตามวาระ 1 ปี จำนวน 8 ถัง (รายละเอียดดังแนบ)

บัดนี้ การดำเนินทดสอบและตรวจสอบดังกล่าว เสร็จเรียบร้อยแล้ว ทางบริษัทฯ จึงมีความประสงค์ที่จะขอนำส่งผลการทดสอบและตรวจสอบให้ทางท่านพิจารณาอนุมัติต่อไป

จึงเรียนมาเพื่อโปรดพิจารณาอนุมัติให้ทางบริษัทฯ ด้วย จะเป็นพระคุณยิ่ง

ขอแสดงความนับถือ

ลงชื่อ.....
(นางสุนันทา เผชมนต์)
ผู้รับมอบอำนาจ

ชื่อผู้มาติดต่อ นางสาวมินตรา วงษ์วิราช
Email: mintra.wongwirat@dexon-technology.com
โทรศัพท์ +66(0)33 012484-7 ต่อ 219 โทรสาร +66(0)33 012530

DEXON TECHNOLOGY

รายละเอียดการทดสอบ

สถานที่ทดสอบ : บริษัท ดูเวตปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด
ตั้งอยู่เลขที่ 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรี

ลำดับ	หมายเลขถัง	เส้นผ่าน ศูนย์กลาง(เมตร)	ความสูงของถัง (เมตร)	ความจุ (ลิตร)	ปีที่เริ่มใช้ (พ.ศ.)	ชนิดน้ำมัน	หลังคา
1	CB-1	43.89	21.95	33,236,250	2538	High Speed Diesel	ติดตาย
2	CB-2	48.76	18.28	33,521,447	2538	High Speed Diesel	ติดตาย
3	CB-3	27.43	20.73	12,015,086	2538	JP-8	ติดตาย
4	CB-4	27.43	20.73	12,211,754	2538	JP-8	ติดตาย
5	CB-5	12.19	18.28	2,099,390	2538	High Speed Diesel	ติดตาย
6	CB-6	12.19	18.28	2,132,975	2538	High Speed Diesel	ติดตาย
7	CB-7	12.19	18.28	2,130,528	2538	High Speed Diesel	ติดตาย
8	CB-8	12.19	18.28	2,128,007	2538	High Speed Diesel	ติดตาย

หนังสือมอบอำนาจ

เขียนที่ บริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน)
ลงวันที่ 01 พฤศจิกายน พ.ศ. 2565

โดยหนังสือฉบับนี้ข้าพเจ้า บริษัท ดูเวตปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด สำนักงานตั้งอยู่เลขที่ 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรีรหัสไปรษณีย์ 20230 โดยนายสุวรรณ วรเดิศ ตำแหน่ง ผู้จัดการคลังน้ำมัน ซึ่งเป็นผู้มีอำนาจในการลงนามรับรองเอกสารของบริษัทฯ ทั้งหมด

ขอมอบอำนาจให้ บริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน) สำนักงานตั้งอยู่เลขที่ 78/4-5 หมู่ 6 ถนนสุขุมวิท ตำบลบ้านฉาง อำเภอบ้านฉาง จังหวัดระยอง รหัสไปรษณีย์ 21130 เป็นผู้มีอำนาจในการดำเนินการติดต่อและประสานงานกับกรมธุรกิจพลังงาน เพื่อร่วมทำการทดสอบและตรวจสอบถังน้ำมันของบริษัท ดูเวตปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด ซึ่งมีถังน้ำมันตั้งอยู่เลขที่ 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรีรหัสไปรษณีย์ 20230 รวมทั้งดำเนินการยื่นและรับผลรายงานการทดสอบและตรวจสอบถังน้ำมัน รวมถึงเอกสารอื่นๆ ที่เกี่ยวข้อง ที่ส่งมายังกรมธุรกิจพลังงานจนแล้วเสร็จ

ข้าพเจ้าขอรับรองว่าการกระทำใดในขอบเขตการมอบอำนาจครั้งนี้ ที่ผู้รับมอบอำนาจได้กระทำไปนั้น ให้ถือเสมือนหนึ่งว่าเป็นการกระทำของข้าพเจ้า เพื่อเป็นหลักฐานและรับรองลงหนังสือฉบับนี้ ผู้มอบอำนาจ และผู้รับมอบอำนาจต่างได้ลงลายมือชื่อไว้เป็นสำคัญต่อหน้าพยาน

ลงชื่อ.....ผู้มอบอำนาจ
(นายสุวรรณ วรเดิศ)
ในนามของบริษัท ดูเวตปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด

ลงชื่อ.....ผู้รับมอบอำนาจ
(นางสุนันทา เผชมนต์)
ในนามของบริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน)

ลงชื่อ.....พยาน
(นายมัลพงษ์ ยาตรา)

ลงชื่อ.....พยาน
(นางศิริอร อึ้มแอ้ม)

15992
4 พ.ย. 2565

วันที่ 1 พฤศจิกายน พ.ศ. 2565

เรื่อง เชิญร่วมทำการทดสอบและตรวจสอบถังน้ำมัน ณ คลังน้ำมัน บริษัท ดูเวตปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด

เรียน เจ้าพนักงานธุรกิจพลังงาน

สิ่งที่ส่งมาด้วย
1. สำเนาหนังสือมอบอำนาจ จำนวน 1 ชุด
2. สำเนาหนังสือรับรองบริษัทฯ จำนวน 1 ชุด
3. แผนการทดสอบและตรวจสอบ จำนวน 1 ชุด

ด้วย บริษัท ดูเวตปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด มีความประสงค์จะดำเนินการทดสอบและตรวจสอบถังน้ำมันตามวาระ 1 ปี ณ คลังน้ำมัน ตั้งอยู่เลขที่ 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรี รหัสไปรษณีย์ 20230 รายละเอียดตามแจ้งถึงตามสิ่งที่ส่งมาด้วย 1

จึงขอเชิญเจ้าพนักงานกรมธุรกิจพลังงาน มาทำการตรวจสอบและทดสอบถังบรรจุน้ำมัน ร่วมกับบริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน) ซึ่งพร้อมที่จะดำเนินการได้ตั้งแต่วันที่ 25 พฤศจิกายน พ.ศ. 2565 ทั้งนี้ทางบริษัทฯ ได้ทำการมอบอำนาจให้แก่ บริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน) เป็นผู้ติดต่อประสานงานกับเจ้าหน้าที่กรมฯ เพื่อนัดหมายวันและเวลาในการตรวจสอบต่อไป

จึงเรียนมาเพื่อโปรดทราบและโปรดพิจารณาส่งเจ้าหน้าที่ของกรมฯ มาร่วมทำการทดสอบและตรวจสอบในครั้งนี้ด้วย จะเป็นพระคุณอย่างยิ่ง

ขอแสดงความนับถือ

ลงชื่อ.....
(นายสุวรรณ วรเดิศ)
ตำแหน่งผู้จัดการคลังน้ำมัน
บริษัท ดูเวตปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด

ชื่อผู้ติดต่อ: มัลพงษ์ ยาตรา
Email: m.yatra@qdevistice.com
โทรศัพท์: + (66) 086 0622858
โทรสาร: + 66 (0)33 135 030

DEXON TECHNOLOGY

งบกาน ชื่อ ลงชื่อ

ที่ PA22/077

หนังสือมอบอำนาจ

Power of Attorney

เขียนที่ บริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน)

ลงวันที่ 22 กรกฎาคม 2565

โดยหนังสือฉบับนี้ ข้าพเจ้า บริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน) สำนักงานใหญ่ 78/4-5 หมู่ที่ 6 ถนนสุขุมวิท ตำบลบ้านฉาง อำเภอบ้านฉาง จังหวัดระยอง 21130 โดยมี นายเดวิด สตาแล่ มาร์ติน ตำแหน่ง กรรมการบริษัทฯ และนางมัลลิกา แก่กล้า ตำแหน่ง กรรมการบริษัทฯ โดยทั้งสองท่านนี้ลงลายมือชื่อร่วมกันและประทับตราสำคัญของบริษัทฯ เป็นผู้มีอำนาจในการลงนามรับรองเอกสารของบริษัทฯ ทั้งหมด

ขอมอบอำนาจให้บุคคลดังต่อไปนี้

1. นางมัลลิกา แก่กล้า ถือบัตรประจำตัวประชาชนเลขที่ 3 2101 00815 55 6
   อยู่บ้านเลขที่ 32/498 หมู่ที่ 3 ตำบลเนินพระ อำเภอเมืองระยอง จังหวัดระยอง
2. นางสุนันทา เมฆมนต์ ถือบัตรประจำตัวประชาชนเลขที่ 3 6505 00004 91 8
   อยู่บ้านเลขที่ 208/69 หมู่ที่ 7 ตำบลเนินพระ อำเภอเมืองระยอง จังหวัดระยอง

โดยทั้งสองท่านนี้ถือว่าเป็นผู้ที่ได้รับมอบอำนาจ ซึ่งทั้งสองท่านหรือท่านใดท่านหนึ่งสามารถลงนามรับรองเอกสารและแก้ไขข้อความในเอกสารของบริษัทฯ และเอกสารส่วนตัวของข้าพเจ้าฯ ที่เกี่ยวข้องกับหนังสือมอบอำนาจ เลขที่ PA22/077 ลงวันที่ 22 กรกฎาคม 2565 เท่านั้น โดยการรับมอบอำนาจในครั้งนี้จะครอบคลุมเกี่ยวกับการดำเนินการและประสานงานอื่นทั้งการยื่นเรื่องอื่นๆ ที่ส่งเรื่องมายังกรมธุรกิจพลังงาน กระทรวงพลังงาน, สำนักความปลอดภัยธุรกิจกิจปิโตรเลียมหลว, สำนักความปลอดภัยธุรกิจกิจธรรมชาติ, สำนักความปลอดภัยธุรกิจน้ำมัน และสำนักงานหรือหน่วยงานอื่นๆ ที่เกี่ยวข้อง

โดยผู้รับมอบอำนาจดังกล่าวข้างต้น สามารถมอบอำนาจช่วงให้ผู้อื่นดำเนินการแทนในการยื่น หรือรับ และแก้ไขซึ่งความเอกสารต่าง ๆ แทนข้าพเจ้าฯ ครอบคลุมถึงการดำเนินการและประสานงานยื่นหรือรับเรื่องต่าง ๆ ที่เกี่ยวข้องที่เกี่ยวข้อง จนแล้วเสร็จ

ทั้งนี้ การมอบอำนาจตามหนังสืออำนาจฉบับนี้มีผลบังคับใช้ตั้งแต่ 22 กรกฎาคม 2565 เป็นต้นไป หากข้าพเจ้าฯ มีความประสงค์ที่จะยกเลิกการมอบอำนาจให้ครั้งนี้แล้วนั้น ข้าพเจ้าฯ จะทำหนังสือยกเลิกเป็นลายลักษณ์อักษรแจ้งมายังท่านในกาลต่อไป

หากเกิดความเสียหายประการใดในการมอบอำนาจในครั้งนี้ ข้าพเจ้าฯ ขอรับผิดชอบทุกประการ

ฉะนั้นจึงลงลายมือชื่อต่อหน้าพยานไว้เป็นหลักฐาน

ได้รู้เห็นเอกสารนี้ได้ดูแลเรียบร้อยแล้ว

ลงชื่อ ..... ผู้มอบ

วันที่ 16 กย. 2565

/ลงชื่อ ..... ผู้มอบอำนาจ

DEXON TECHNOLOGY

ที่ PA22/077

/จึงลงลายมือชื่อต่อหน้าพยานไว้เป็นหลักฐาน

DEXON TECHNOLOGY

Signed ลงชื่อ ..... Grantor ผู้มอบอำนาจ (นายเดวิด สตาแล่ มาร์ติน)

Signed ลงชื่อ ..... Grantor ผู้มอบอำนาจ (นางมัลลิกา แก่กล้า)

Signed ลงชื่อ ..... Grantee ผู้รับมอบอำนาจ (นางมัลลิกา แก่กล้า)

Signed ลงชื่อ ..... Grantee ผู้รับมอบอำนาจ (นางสุนันทา เมฆมนต์)

Signed ลงชื่อ ..... Witness พยาน (นางสาวศิริรัตน์ ธนะชัน)

Signed ลงชื่อ ..... Witness พยาน (นางสาวฐิติรัตน์ ทรงทรัพย์)

ได้รู้เห็นเอกสารนี้ได้ดูแลเรียบร้อยแล้ว

ลงชื่อ ..... ผู้มอบ

วันที่ 16 กย. 2565

แบบสรุปรายงานผลการทดสอบและตรวจสอบ ถังเก็บน้ำมันและอุปกรณ์ตามวาระประจำปี พ.ศ. ๒๕๖๕

ชื่อผู้ประกอบการ	Kuwait Petroluem Aviation (Thailand) Limited
ที่ตั้งสถานประกอบการ	Sriracha, Chonburi
หมายเลขถังเก็บน้ำมัน	CB-1
วันเดือนปี ที่ทดสอบและตรวจสอบตามวาระ	30 พฤศจิกายน 2565
ผู้ทดสอบและตรวจสอบ (บริษัท)	DEXON Technology Public Company Limited
หัวหน้าวิศวกรทดสอบ	นายธังกูร แซ่โง้ว

๑.รายละเอียดของถังเก็บน้ำมันหมายเลข CB-1

เส้นผ่านศูนย์กลาง	43.89	เมตร
ความสูงยาว	21.95	เมตร
ความจุถังเก็บน้ำมัน	33,236,260	ลิตร
ชนิดของน้ำมัน	High Speed Diesel	
ประเภทของน้ำมัน	โรงไฟฟ้ากลาง	
ชนิดของถัง	ถังเก็บน้ำมันแนวตั้ง	
ชนิดของหลังคา	หลังคาลิดคาด	
วันเดือนปี หรือ ปีที่เริ่มใช้	2538	

ทดสอบและตรวจสอบถังเก็บน้ำมันตามวาระ

a) การตรวจพินิจการรั่วซึมและการสึกกร่อนของผนังถัง หลังคาถัง และสภาพของเยื่อนภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
b) อุปกรณ์ปรับระบายไอน้ำมันแบบแรงดันสุญญากาศ	☑ ผ่าน ☐ ไม่ผ่าน	
c) อุปกรณ์เครื่องมือวัดระดับน้ำมัน อุณหภูมิ รวมทั้งอุปกรณ์สัญญาณเตือนภัย	☑ ผ่าน ☐ ไม่ผ่าน	
d) ระบบระบายน้ำจากพื้นถังสู่ทางระบายน้ำของฐานถังไปยังระบบบำบัด หรือแยกน้ำปนเปื้อนน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
e) ระบบระบายน้ำฝนบนหลังคาถังชนิดหลังคาลอย	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดคาด)
f) บันไดภายใน บันไดบนหลังคาถังชนิดหลังคาลอย จุดหนุนเสาเสี่ยงของบันไดบนหลังคาถังชนิดหลังคาลอยและระบบสายดินระหว่างหลังคาถังชนิดหลังคาลอยกับผนังถัง	☑ ผ่าน ☐ ไม่ผ่าน	
g) การทรุดตัวของถัง และความเอียงของถัง	☑ ผ่าน ☐ ไม่ผ่าน	
h) ช่องวัดระดับน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
i) แผ่นฉนวนหุ้มถัง	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี ถังเป็นแบบไม่หุ้มฉนวน
j) ลูกลอย ทุ่นลอย และวัสดุกันรั่วของถังชนิดหลังคาลอยชนิดเปิด	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดคาด)
k) ระบบป้องกันอันตรายจากฟ้าผ่า หรือระบบสายดินรอบฐานถัง	☑ ผ่าน ☐ ไม่ผ่าน	
l) สภาพของสีทำภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
m) สภาพและความแข็งแรงของราวกันตกบนหลังคาถัง	☑ ผ่าน ☐ ไม่ผ่าน	
n) การรั่วซึมของผนังชั้นล่างส่วนที่ติดกับพื้นถัง ท่อรับ ท่อจ่าย และอุปกรณ์ในส่วนที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	
o) ระบบท่อน้ำ ท่อโฟม และอุปกรณ์สำหรับดับเพลิงที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	

ข้อเสนอแนะเพิ่มเติม

ผู้ควบคุมการปฏิบัติการทดสอบและตรวจสอบ

(นายธนพล สุขตาม)	(นายธังกูร แซ่โง้ว)	(นางสุนันทา เมฆมนต์)
ผู้ชำนาญการทดสอบและตรวจสอบถังเก็บน้ำมัน	หัวหน้าวิศวกรทดสอบ	ผู้รับมอบอำนาจ/ กรรมการบริษัท

แบบสรุปรายงานผลการทดสอบและตรวจสอบ ถังเก็บน้ำมันและอุปกรณ์ตามวาระประจำปี พ.ศ. ๒๕๖๕

ชื่อผู้ประกอบการ	Kuwait Petroluem Aviation (Thailand) Limited
ที่ตั้งสถานประกอบการ	Sriracha, Chonburi
หมายเลขถังเก็บน้ำมัน	CB-2
วันเดือนปี ที่ทดสอบและตรวจสอบตามวาระ	30 พฤศจิกายน 2565
ผู้ทดสอบและตรวจสอบ (บริษัท)	DEXON Technology Public Company Limited
หัวหน้าวิศวกรทดสอบ	นายธังกูร แซ่โง้ว

๒.รายละเอียดของถังเก็บน้ำมันหมายเลข CB-2

เส้นผ่านศูนย์กลาง	48.76	เมตร
ความสูงยาว	18.28	เมตร
ความจุถังเก็บน้ำมัน	33,521,447	ลิตร
ชนิดของน้ำมัน	High Speed Diesel	
ประเภทของน้ำมัน	โรงไฟฟ้ากลาง	
ชนิดของถัง	ถังเก็บน้ำมันแนวตั้ง	
ชนิดของหลังคา	หลังคาลิดคาด	
วันเดือนปี หรือ ปีที่เริ่มใช้	2538	

ทดสอบและตรวจสอบถังเก็บน้ำมันตามวาระ

a) การตรวจพินิจการรั่วซึมและการสึกกร่อนของผนังถัง หลังคาถัง และสภาพของเยื่อนภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
b) อุปกรณ์ปรับระบายไอน้ำมันแบบแรงดันสุญญากาศ	☑ ผ่าน ☐ ไม่ผ่าน	
c) อุปกรณ์เครื่องมือวัดระดับน้ำมัน อุณหภูมิ รวมทั้งอุปกรณ์สัญญาณเตือนภัย	☑ ผ่าน ☐ ไม่ผ่าน	
d) ระบบระบายน้ำจากพื้นถังสู่ทางระบายน้ำของฐานถังไปยังระบบบำบัด หรือแยกน้ำปนเปื้อนน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
e) ระบบระบายน้ำฝนบนหลังคาถังชนิดหลังคาลอย	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดคาด)
f) บันไดภายใน บันไดบนหลังคาถังชนิดหลังคาลอย จุดหนุนเสาเสี่ยงของบันไดบนหลังคาถังชนิดหลังคาลอยและระบบสายดินระหว่างหลังคาถังชนิดหลังคาลอยกับผนังถัง	☑ ผ่าน ☐ ไม่ผ่าน	
g) การทรุดตัวของถัง และความเอียงของถัง	☑ ผ่าน ☐ ไม่ผ่าน	
h) ช่องวัดระดับน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
i) แผ่นฉนวนหุ้มถัง	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี ถังเป็นประเภทไม่หุ้มฉนวน
j) ลูกลอย ทุ่นลอย และวัสดุกันรั่วของถังชนิดหลังคาลอยชนิดเปิด	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดคาด)
k) ระบบป้องกันอันตรายจากฟ้าผ่า หรือระบบสายดินรอบฐานถัง	☑ ผ่าน ☐ ไม่ผ่าน	
l) สภาพของสีทำภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
m) สภาพและความแข็งแรงของราวกันตกบนหลังคาถัง	☑ ผ่าน ☐ ไม่ผ่าน	
n) การรั่วซึมของผนังชั้นล่างส่วนที่ติดกับพื้นถัง ท่อรับ ท่อจ่าย และอุปกรณ์ในส่วนที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	
o) ระบบท่อน้ำ ท่อโฟม และอุปกรณ์สำหรับดับเพลิงที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	

ข้อเสนอแนะเพิ่มเติม

ผู้ควบคุมการปฏิบัติการทดสอบและตรวจสอบ

(นายธนพล สุขตาม)	(นายธังกูร แซ่โง้ว)	(นางสุนันทา เมฆมนต์)
ผู้ชำนาญการทดสอบและตรวจสอบถังเก็บน้ำมัน	หัวหน้าวิศวกรทดสอบ	ผู้รับมอบอำนาจ/ กรรมการบริษัท

แบบสรุปรายงานผลการทดสอบและตรวจสอบ
ถังเก็บน้ำมันและอุปกรณ์ตามวาระประจำปี พ.ศ. ๒๕๖๕

ชื่อผู้ประกอบการ	Kuwait Petroluem Aviation (Thailand) Limited
ที่ตั้งสถานประกอบการ	Sriracha, Chonburi
หมายเลขถังเก็บน้ำมัน	CB-3
วัน/เดือน/ปี ที่ทดสอบและตรวจสอบตามวาระ	30 พฤศจิกายน 2565
ผู้ทดสอบและตรวจสอบ (บริษัท)	DEXON Technology Public Company Limited
หัวหน้าวิศวกรทดสอบ	นายอังกูร แซ่โง้ว

๑.รายละเอียดของถังเก็บน้ำมันหมายเลข CB-3

เส้นผ่านศูนย์กลาง	27.43	เมตร
ความสูง/ยาว	20.73	เมตร
ความจุถังเก็บน้ำมัน	12,015,088	ลิตร
ชนิดของน้ำมัน	JP-8	
ประเภทของน้ำมัน	ไวไฟมาก	
ชนิดของถัง	ถังเก็บน้ำมันแนวตั้ง	
ชนิดของหลังคา	หลังคาลิดตาย	
วัน/เดือน/ปี หรือ ปีที่เริ่มใช้	2538	

ทดสอบและตรวจสอบถังเก็บน้ำมันตามวาระ

๑) การตรวจพินิจการรั่วซึมและการสึกกร่อนของผนังถัง หลังคาถัง และสภาพรอยเชื่อมภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๒) อุปกรณ์นิรภัยระบายไอน้ำมันแบบแรงดันสุญญากาศ	☑ ผ่าน ☐ ไม่ผ่าน	
๓) อุปกรณ์เครื่องมือวัดระดับน้ำมัน อุณหภูมิ รวมทั้งอุปกรณ์สัญญาณเตือนภัย	☑ ผ่าน ☐ ไม่ผ่าน	
๔) ระบบระบายน้ำจากพื้นถังสู่รางระบายน้ำรอบฐานถังไปยังระบบบำบัด หรือแยกน้ำปนเปื้อนน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๕) ระบบระบายน้ำฝนบนหลังคาถังชนิดหลังคาลอย	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดตาย)
๖) บันไดการ บันไดบนหลังคาถังชนิดหลังคาลอย จุดหมุนต่อเลื่อนของบันได บนหลังคาถังชนิดหลังคาลอยและระบบสายดินระหว่างหลังคาถังชนิดหลังคาลอยกับผนังถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๗) การทรุดตัวของถัง และความเอียงของถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๘) ปองวัดระดับน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๙) แผ่นฉนวนหุ้มถัง	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี ถังเป็นประเภทไม่หุ้มฉนวน
๑๐) ลูกลอย ทุ่นลอย และวัสดุกันรั่วของถังชนิดหลังคาลอยชนิดเปิด	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดตาย)
๑๑) ระบบป้องกันอันตรายจากฟ้าผ่า หรือระบบสายดินรอบฐานถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๒) สภาพของสีที่ทาภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๑๓) สภาพและความแข็งแรงของราวกันตกบนหลังคาถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๔) การรั่วซึมของผนังชั้นต่างส่วนที่ติดกับพื้นถัง ท่อรับ ท่อจ่าย และอุปกรณ์ในส่วนที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๕) ระบบท่อน้ำ ท่อโฟม และอุปกรณ์สำหรับดับเพลิงที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	

ข้อเสนอแนะเพิ่มเติม

ผู้ควบคุมการปฏิบัติการทดสอบและตรวจสอบ

(นายธนพล สุขตาม)	(นายอังกูร แซ่โง้ว)	(นางสุนันทา เมธนนต์)
ผู้ชำนาญการทดสอบและตรวจสอบถังเก็บน้ำมัน	หัวหน้าวิศวกรทดสอบ	ผู้รับมอบอำนาจ/ กรรมการบริษัท

แบบสรุปรายงานผลการทดสอบและตรวจสอบ
ถังเก็บน้ำมันและอุปกรณ์ตามวาระประจำปี พ.ศ. ๒๕๖๕

ชื่อผู้ประกอบการ	Kuwait Petroluem Aviation (Thailand) Limited
ที่ตั้งสถานประกอบการ	Sriracha, Chonburi
หมายเลขถังเก็บน้ำมัน	CB-4
วัน/เดือน/ปี ที่ทดสอบและตรวจสอบตามวาระ	30 พฤศจิกายน 2565
ผู้ทดสอบและตรวจสอบ (บริษัท)	DEXON Technology Public Company Limited
หัวหน้าวิศวกรทดสอบ	นายอังกูร แซ่โง้ว

๑.รายละเอียดของถังเก็บน้ำมันหมายเลข CB-4

เส้นผ่านศูนย์กลาง	27.43	เมตร
ความสูง/ยาว	20.73	เมตร
ความจุถังเก็บน้ำมัน	12,211,754	ลิตร
ชนิดของน้ำมัน	JP-8	
ประเภทของน้ำมัน	ไวไฟมาก	
ชนิดของถัง	ถังเก็บน้ำมันแนวตั้ง	
ชนิดของหลังคา	หลังคาลิดตาย	
วัน/เดือน/ปี หรือ ปีที่เริ่มใช้	2538	

ทดสอบและตรวจสอบถังเก็บน้ำมันตามวาระ

๑) การตรวจพินิจการรั่วซึมและการสึกกร่อนของผนังถัง หลังคาถัง และสภาพรอยเชื่อมภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๒) อุปกรณ์นิรภัยระบายไอน้ำมันแบบแรงดันสุญญากาศ	☑ ผ่าน ☐ ไม่ผ่าน	
๓) อุปกรณ์เครื่องมือวัดระดับน้ำมัน อุณหภูมิ รวมทั้งอุปกรณ์สัญญาณเตือนภัย	☑ ผ่าน ☐ ไม่ผ่าน	
๔) ระบบระบายน้ำจากพื้นถังสู่รางระบายน้ำรอบฐานถังไปยังระบบบำบัด หรือแยกน้ำปนเปื้อนน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๕) ระบบระบายน้ำฝนบนหลังคาถังชนิดหลังคาลอย	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดตาย)
๖) บันไดการ บันไดบนหลังคาถังชนิดหลังคาลอย จุดหมุนต่อเลื่อนของบันได บนหลังคาถังชนิดหลังคาลอยและระบบสายดินระหว่างหลังคาถังชนิดหลังคาลอยกับผนังถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๗) การทรุดตัวของถัง และความเอียงของถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๘) ปองวัดระดับน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๙) แผ่นฉนวนหุ้มถัง	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี ถังเป็นประเภทไม่หุ้มฉนวน
๑๐) ลูกลอย ทุ่นลอย และวัสดุกันรั่วของถังชนิดหลังคาลอยชนิดเปิด	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดตาย)
๑๑) ระบบป้องกันอันตรายจากฟ้าผ่า หรือระบบสายดินรอบฐานถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๒) สภาพของสีที่ทาภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๑๓) สภาพและความแข็งแรงของราวกันตกบนหลังคาถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๔) การรั่วซึมของผนังชั้นต่างส่วนที่ติดกับพื้นถัง ท่อรับ ท่อจ่าย และอุปกรณ์ในส่วนที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๕) ระบบท่อน้ำ ท่อโฟม และอุปกรณ์สำหรับดับเพลิงที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	

ข้อเสนอแนะเพิ่มเติม

ผู้ควบคุมการปฏิบัติการทดสอบและตรวจสอบ

(นายธนพล สุขตาม)	(นายอังกูร แซ่โง้ว)	(นางสุนันทา เมธนนต์)
ผู้ชำนาญการทดสอบและตรวจสอบถังเก็บน้ำมัน	หัวหน้าวิศวกรทดสอบ	ผู้รับมอบอำนาจ/ กรรมการบริษัท

แบบสรุปรายงานผลการทดสอบและตรวจสอบ
ถังเก็บน้ำมันและอุปกรณ์ตามวาระประจำปี พ.ศ. ๒๕๖๕

ชื่อผู้ประกอบการ	Kuwait Petroluem Aviation (Thailand) Limited
ที่ตั้งสถานประกอบการ	Sriracha, Chonburi
หมายเลขถังเก็บน้ำมัน	CB-5
วัน/เดือน/ปี ที่ทดสอบและตรวจสอบตามวาระ	30 พฤศจิกายน 2565
ผู้ทดสอบและตรวจสอบ (บริษัท)	DEXON Technology Public Company Limited
หัวหน้าวิศวกรทดสอบ	นายอังกูร แซ่โง้ว

๑.รายละเอียดของถังเก็บน้ำมันหมายเลข CB-5

เส้นผ่านศูนย์กลาง	12.19	เมตร
ความสูง/ยาว	18.28	เมตร
ความจุถังเก็บน้ำมัน	2,099,390	ลิตร
ชนิดของน้ำมัน	High Speed Diesel	
ประเภทของน้ำมัน	ไวไฟมาก	
ชนิดของถัง	ถังเก็บน้ำมันแนวตั้ง	
ชนิดของหลังคา	หลังคาลิดตาย	
วัน/เดือน/ปี หรือ ปีที่เริ่มใช้	2538	

ทดสอบและตรวจสอบถังเก็บน้ำมันตามวาระ

๑) การตรวจพินิจการรั่วซึมและการสึกกร่อนของผนังถัง หลังคาถัง และสภาพรอยเชื่อมภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๒) อุปกรณ์นิรภัยระบายไอน้ำมันแบบแรงดันสุญญากาศ	☑ ผ่าน ☐ ไม่ผ่าน	
๓) อุปกรณ์เครื่องมือวัดระดับน้ำมัน อุณหภูมิ รวมทั้งอุปกรณ์สัญญาณเตือนภัย	☑ ผ่าน ☐ ไม่ผ่าน	
๔) ระบบระบายน้ำจากพื้นถังสู่รางระบายน้ำรอบฐานถังไปยังระบบบำบัด หรือแยกน้ำปนเปื้อนน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๕) ระบบระบายน้ำฝนบนหลังคาถังชนิดหลังคาลอย	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดตาย)
๖) บันไดการ บันไดบนหลังคาถังชนิดหลังคาลอย จุดหมุนต่อเลื่อนของบันได บนหลังคาถังชนิดหลังคาลอยและระบบสายดินระหว่างหลังคาถังชนิดหลังคาลอยกับผนังถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๗) การทรุดตัวของถัง และความเอียงของถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๘) ปองวัดระดับน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๙) แผ่นฉนวนหุ้มถัง	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี ถังเป็นประเภทไม่หุ้มฉนวน
๑๐) ลูกลอย ทุ่นลอย และวัสดุกันรั่วของถังชนิดหลังคาลอยชนิดเปิด	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดตาย)
๑๑) ระบบป้องกันอันตรายจากฟ้าผ่า หรือระบบสายดินรอบฐานถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๒) สภาพของสีที่ทาภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๑๓) สภาพและความแข็งแรงของราวกันตกบนหลังคาถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๔) การรั่วซึมของผนังชั้นต่างส่วนที่ติดกับพื้นถัง ท่อรับ ท่อจ่าย และอุปกรณ์ในส่วนที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๕) ระบบท่อน้ำ ท่อโฟม และอุปกรณ์สำหรับดับเพลิงที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	

ข้อเสนอแนะเพิ่มเติม

ผู้ควบคุมการปฏิบัติการทดสอบและตรวจสอบ

(นายธนพล สุขตาม)	(นายอังกูร แซ่โง้ว)	(นางสุนันทา เมธนนต์)
ผู้ชำนาญการทดสอบและตรวจสอบถังเก็บน้ำมัน	หัวหน้าวิศวกรทดสอบ	ผู้รับมอบอำนาจ/ กรรมการบริษัท

แบบสรุปรายงานผลการทดสอบและตรวจสอบ
ถังเก็บน้ำมันและอุปกรณ์ตามวาระประจำปี พ.ศ. ๒๕๖๕

ชื่อผู้ประกอบการ	Kuwait Petroluem Aviation (Thailand) Limited
ที่ตั้งสถานประกอบการ	Sriracha, Chonburi
หมายเลขถังเก็บน้ำมัน	CB-6
วัน/เดือน/ปี ที่ทดสอบและตรวจสอบตามวาระ	30 พฤศจิกายน 2565
ผู้ทดสอบและตรวจสอบ (บริษัท)	DEXON Technology Public Company Limited
หัวหน้าวิศวกรทดสอบ	นายอังกูร แซ่โง้ว

๑.รายละเอียดของถังเก็บน้ำมันหมายเลข CB-6

เส้นผ่านศูนย์กลาง	12.19	เมตร
ความสูง/ยาว	18.28	เมตร
ความจุถังเก็บน้ำมัน	2,132,975	ลิตร
ชนิดของน้ำมัน	High Speed Diesel	
ประเภทของน้ำมัน	ไวไฟปานกลาง	
ชนิดของถัง	ถังเก็บน้ำมันแนวตั้ง	
ชนิดของหลังคา	หลังคาลิดตาย	
วัน/เดือน/ปี หรือ ปีที่เริ่มใช้	2538	

ทดสอบและตรวจสอบถังเก็บน้ำมันตามวาระ

๑) การตรวจพินิจการรั่วซึมและการสึกกร่อนของผนังถัง หลังคาถัง และสภาพรอยเชื่อมภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๒) อุปกรณ์นิรภัยระบายไอน้ำมันแบบแรงดันสุญญากาศ	☑ ผ่าน ☐ ไม่ผ่าน	
๓) อุปกรณ์เครื่องมือวัดระดับน้ำมัน อุณหภูมิ รวมทั้งอุปกรณ์สัญญาณเตือนภัย	☑ ผ่าน ☐ ไม่ผ่าน	
๔) ระบบระบายน้ำจากพื้นถังสู่รางระบายน้ำรอบฐานถังไปยังระบบบำบัด หรือแยกน้ำปนเปื้อนน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๕) ระบบระบายน้ำฝนบนหลังคาถังชนิดหลังคาลอย	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดตาย)
๖) บันไดการ บันไดบนหลังคาถังชนิดหลังคาลอย จุดหมุนต่อเลื่อนของบันได บนหลังคาถังชนิดหลังคาลอยและระบบสายดินระหว่างหลังคาถังชนิดหลังคาลอยกับผนังถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๗) การทรุดตัวของถัง และความเอียงของถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๘) ปองวัดระดับน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๙) แผ่นฉนวนหุ้มถัง	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี ถังเป็นประเภทไม่หุ้มฉนวน
๑๐) ลูกลอย ทุ่นลอย และวัสดุกันรั่วของถังชนิดหลังคาลอยชนิดเปิด	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดตาย)
๑๑) ระบบป้องกันอันตรายจากฟ้าผ่า หรือระบบสายดินรอบฐานถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๒) สภาพของสีที่ทาภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๑๓) สภาพและความแข็งแรงของราวกันตกบนหลังคาถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๔) การรั่วซึมของผนังชั้นต่างส่วนที่ติดกับพื้นถัง ท่อรับ ท่อจ่าย และอุปกรณ์ในส่วนที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๕) ระบบท่อน้ำ ท่อโฟม และอุปกรณ์สำหรับดับเพลิงที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	

ข้อเสนอแนะเพิ่มเติม

ผู้ควบคุมการปฏิบัติการทดสอบและตรวจสอบ

(นายธนพล สุขตาม)	(นายอังกูร แซ่โง้ว)	(นางสุนันทา เมธนนต์)
ผู้ชำนาญการทดสอบและตรวจสอบถังเก็บน้ำมัน	หัวหน้าวิศวกรทดสอบ	ผู้รับมอบอำนาจ/ กรรมการบริษัท

แบบสรุปรายงานผลการทดสอบและตรวจสอบ
ถังเก็บน้ำมันและอุปกรณ์ตามวาระประจำปี พ.ศ. ๒๕๖๕

ชื่อผู้ประกอบการ	Kuwait Petroluem Aviation (Thailand) Limited
ที่ตั้งสถานประกอบการ	Sriracha, Chonburi
หมายเลขถังเก็บน้ำมัน	CB-7
วันเดือนปี ที่ทดสอบและตรวจสอบตามวาระ	30 พฤศจิกายน 2565
ผู้ทดสอบและตรวจสอบ (บริษัท)	DEXON Technology Public Company Limited
หัวหน้าวิศวกรทดสอบ	นายอังกูร แซ่โว้ว

๑.รายละเอียดของถังเก็บน้ำมันหมายเลข CB-7

เส้นผ่านศูนย์กลาง	12.19	เมตร
ความสูง/ยาว	18.28	เมตร
ความจุถังเก็บน้ำมัน	2,130,528	ลิตร
ชนิดของน้ำมัน	High Speed Diesel	
ประเภทของน้ำมัน	ไวไฟมาก	
ชนิดของถัง	ถังเก็บน้ำมันแนวตั้ง	
ชนิดของหลังคา	หลังคาลิดดาย	
วันเดือนปี หรือ ปีที่เริ่มใช้	2536	

ทดสอบและตรวจสอบถังเก็บน้ำมันตามวาระ

๑) การตรวจพินิจการรั่วซึมและการสึกกร่อนของผนังถัง หลังคาถัง และสภาพรอยเชื่อมภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๒) อุปกรณ์นิรภัยระบายไอน้ำมันแบบแรงดันสุญญากาศ	☑ ผ่าน ☐ ไม่ผ่าน	
๓) อุปกรณ์เครื่องมือวัดระดับน้ำมัน อุณหภูมิ รวมทั้งอุปกรณ์สัญญาณเตือนภัย	☑ ผ่าน ☐ ไม่ผ่าน	
๔) ระบบขนาบน้ำจากพื้นถังสู่รางขนาบน้ำภายนอกถังไปถังระบบปาปัด หรือแยกน้ำปนเปื้อนน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๕) ระบบระบายน้ำฝนบนหลังคาถังชนิดหลังคาลอย	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดดาย)
๖) บันไดการ บันไดบนหลังคาถังชนิดหลังคาลอย จุดหมุนต่อเสื่อมของบันได บนหลังคาถังชนิดหลังคาลอยและระบบสายดินระหว่างหลังคาถังชนิดหลังคาลอยกับผนังถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๗) การทรุดตัวของถัง และความเอียงของถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๘) ช่องวัดระดับน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๙) แผ่นฉนวนหุ้มถัง	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี ถังเป็นประเภทไม่หุ้มฉนวน
๑๐) ลูกลอย ทุ่นลอย และวัสดุกันรั่วของถังชนิดหลังคาลอยชนิดเปิด	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดดาย)
๑๑) ระบบป้องกันอันตรายจากฟ้าผ่า หรือระบบสายดินรอบฐานถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๒) สภาพของสีที่ทาภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๑๓) สภาพและความแข็งแรงของราวกันตกบนหลังคาถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๔) การรั่วซึมของผนังชั้นล่างส่วนที่ติดกับพื้นถัง ท่อรับ ท่อจ่าย และอุปกรณ์ในส่วนที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๕) ระบบท่อน้ำ ท่อโฟม และอุปกรณ์สำหรับดับเพลิงที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	

ข้อเสนอแนะเพิ่มเติม

ผู้ควบคุมการปฏิบัติการทดสอบและตรวจสอบ

(นายธนพล สุขตาม)	(นายอังกูร แซ่โว้ว)	(นายสมัครหา เมฆมนต์)
ผู้ชำนาญการทดสอบและตรวจสอบถังเก็บน้ำมัน	หัวหน้าวิศวกรทดสอบ	ผู้จัดแทนผู้บริหาร/ กรรมการบริษัท

แบบสรุปรายงานผลการทดสอบและตรวจสอบ
ถังเก็บน้ำมันและอุปกรณ์ตามวาระประจำปี พ.ศ. ๒๕๖๕

ชื่อผู้ประกอบการ	Kuwait Petroluem Aviation (Thailand) Limited
ที่ตั้งสถานประกอบการ	Sriracha, Chonburi
หมายเลขถังเก็บน้ำมัน	CB-8
วันเดือนปี ที่ทดสอบและตรวจสอบตามวาระ	30 พฤศจิกายน 2565
ผู้ทดสอบและตรวจสอบ (บริษัท)	DEXON Technology Public Company Limited
หัวหน้าวิศวกรทดสอบ	นายอังกูร แซ่โว้ว

๑.รายละเอียดของถังเก็บน้ำมันหมายเลข CB-8

เส้นผ่านศูนย์กลาง	12.19	เมตร
ความสูง/ยาว	18.28	เมตร
ความจุถังเก็บน้ำมัน	2,128,007	ลิตร
ชนิดของน้ำมัน	High Speed Diesel	
ประเภทของน้ำมัน	ไวไฟมาก	
ชนิดของถัง	ถังเก็บน้ำมันแนวตั้ง	
ชนิดของหลังคา	หลังคาลิดดาย	
วันเดือนปี หรือ ปีที่เริ่มใช้	2536	

ทดสอบและตรวจสอบถังเก็บน้ำมันตามวาระ

๑) การตรวจพินิจการรั่วซึมและการสึกกร่อนของผนังถัง หลังคาถัง และสภาพรอยเชื่อมภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๒) อุปกรณ์นิรภัยระบายไอน้ำมันแบบแรงดันสุญญากาศ	☑ ผ่าน ☐ ไม่ผ่าน	
๓) อุปกรณ์เครื่องมือวัดระดับน้ำมัน อุณหภูมิ รวมทั้งอุปกรณ์สัญญาณเตือนภัย	☑ ผ่าน ☐ ไม่ผ่าน	
๔) ระบบขนาบน้ำจากพื้นถังสู่รางขนาบน้ำภายนอกถังไปถังระบบปาปัด หรือแยกน้ำปนเปื้อนน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๕) ระบบระบายน้ำฝนบนหลังคาถังชนิดหลังคาลอย	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดดาย)
๖) บันไดการ บันไดบนหลังคาถังชนิดหลังคาลอย จุดหมุนต่อเสื่อมของบันได บนหลังคาถังชนิดหลังคาลอยและระบบสายดินระหว่างหลังคาถังชนิดหลังคาลอยกับผนังถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๗) การทรุดตัวของถัง และความเอียงของถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๘) ช่องวัดระดับน้ำมัน	☑ ผ่าน ☐ ไม่ผ่าน	
๙) แผ่นฉนวนหุ้มถัง	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี
๑๐) ลูกลอย ทุ่นลอย และวัสดุกันรั่วของถังชนิดหลังคาลอยชนิดเปิด	☐ ผ่าน ☐ ไม่ผ่าน	ไม่มี (ถังชนิดหลังคาลิดดาย)
๑๑) ระบบป้องกันอันตรายจากฟ้าผ่า หรือระบบสายดินรอบฐานถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๒) สภาพของสีที่ทาภายนอก	☑ ผ่าน ☐ ไม่ผ่าน	
๑๓) สภาพและความแข็งแรงของราวกันตกบนหลังคาถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๔) การรั่วซึมของผนังชั้นล่างส่วนที่ติดกับพื้นถัง ท่อรับ ท่อจ่าย และอุปกรณ์ในส่วนที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	
๑๕) ระบบท่อน้ำ ท่อโฟม และอุปกรณ์สำหรับดับเพลิงที่ติดกับถัง	☑ ผ่าน ☐ ไม่ผ่าน	

ข้อเสนอแนะเพิ่มเติม

ผู้ควบคุมการปฏิบัติการทดสอบและตรวจสอบ

(นายธนพล สุขตาม)	(นายอังกูร แซ่โว้ว)	(นายสมัครหา เมฆมนต์)
ผู้ชำนาญการทดสอบและตรวจสอบถังเก็บน้ำมัน	หัวหน้าวิศวกรทดสอบ	ผู้จัดแทนผู้บริหาร/ กรรมการบริษัท

เลขที่ ผ.นม.กพย.๑-๐๐๕/๒๕๖๔ แบบ ทส.น.๒

กรมธุรกิจพลังงาน
หนังสือรับรองนี้ให้ไว้เพื่อแสดงว่า

บริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน)

เป็นผู้ทดสอบและตรวจสอบระดับที่ ๓

ตามกฎกระทรวงกำหนดคุณสมบัติของผู้ทดสอบและตรวจสอบน้ำมันและผู้ปฏิบัติงานเกี่ยวกับการทดสอบและตรวจสอบน้ำมัน และหลักเกณฑ์ วิธีการ และเงื่อนไขในการทดสอบและตรวจสอบน้ำมัน พ.ศ. ๒๕๕๖ สำนักงานใหญ่ตั้งอยู่เลขที่ ๗๘/๔-๕ หมู่ที่ ๖ ถนนชุมชุม ตำบลบ้านฉาง อำเภอบ้านฉาง จังหวัดระยอง

หนังสือรับรองนี้ ให้ใช้ได้จนถึงวันที่ ๑๑ เดือน กรกฎาคม พ.ศ. ๒๕๖๗

ออกให้ ณ วันที่ ๒๕ เดือน พฤศจิกายน พ.ศ. ๒๕๖๕

(นายวรพจน์ ทันตร)
ผู้อำนวยการสถาบันพัฒนาเทคนิคพลังงาน ปฏิบัติราชการแทน
อธิบดีกรมธุรกิจพลังงาน

หมายเหตุ : ผู้รับหนังสือรับรองต้องปฏิบัติหน้าที่ในการทดสอบและตรวจสอบให้เป็นไปตามหลักวิชาการ หลักเกณฑ์ วิธีการ และเงื่อนไขตลอดจนข้อปฏิบัติที่กำหนดไว้ในกฎหมายว่าด้วยการควบคุมน้ำมันเชื้อเพลิง

เลขที่ ป.นม.ก ๑-๐๐๕/๒๕๖๔ แบบ ทส.น.๓

กรมธุรกิจพลังงาน
หนังสือรับรองนี้ให้ไว้เพื่อแสดงว่า

นายอังกูร แซ่โว้ว อยู่บ้านเลขที่ ๔๘.๕/๑๒๒ ซอยจรัญสนิทวงศ์ ๕๗ แขวงบางปำหรุ เขตบางพลัด กรุงเทพมหานคร ได้รับใบอนุญาตเป็นผู้ประกอบวิชาชีพวิศวกรรมควบคุมระดับ สามัญวิศวกร สาขาวิศวกรรมเครื่องกล เลขทะเบียน สา.๓๘๔๑ และมีคุณสมบัติตามกฎกระทรวงว่าด้วยการกำหนดคุณสมบัติของผู้ทดสอบและตรวจสอบน้ำมัน และหลักเกณฑ์ วิธีการ และเงื่อนไขในการทดสอบและตรวจสอบน้ำมัน จึงให้เป็นหัวหน้าวิศวกรทดสอบ ของบริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน) ซึ่งเป็นผู้ทดสอบและตรวจสอบ ระดับที่ [illegible]

หนังสือรับรองนี้ ให้ใช้ได้จนถึงวันที่ ๑๑ เดือน กรกฎาคม พ.ศ. ๒๕๖๗

[redacted] พฤศจิกายน พ.ศ. ๒๕๖๕

(นายวรพจน์ ทันตร)
ผู้อำนวยการสถาบันพัฒนาเทคนิคพลังงาน ปฏิบัติราชการแทน
อธิบดีกรมธุรกิจพลังงาน

หมายเหตุ : ผู้รับหนังสือรับรองต้องปฏิบัติหน้าที่ในการทดสอบและตรวจสอบให้เป็นไปตามหลักวิชาการ หลักเกณฑ์ วิธีการ และเงื่อนไขตลอดจนข้อปฏิบัติที่กำหนดไว้ในกฎหมายว่าด้วยการควบคุมน้ำมันเชื้อเพลิง

[redacted]

219593

เลขที่ ป.นม.ก.๓-๐๑๖/๒๕๖๔

แบบ ทส.น.๔

กรมธุรกิจพลังงาน

หนังสือรับรองนี้ให้ไว้เพื่อแสดงว่า

นายธรพล สุขตาม อยู่บ้านเลขที่ ๓๔/๑๓ ถนนธานี ตำบลในเมือง อำเภอเมืองบุรีรัมย์ จังหวัดบุรีรัมย์ ได้ผ่านการฝึกอบรมการทดสอบและการตรวจสอบถังเก็บน้ำมันตามมาตรฐานเอพี API-653 จาก American Petroleum Institute และมีคุณสมบัติตามกฎกระทรวงว่าด้วยการกำหนดคุณสมบัติของผู้ทดสอบและตรวจสอบน้ำมัน และผู้ปฏิบัติงานเกี่ยวกับการทดสอบและตรวจสอบน้ำมัน และหลักเกณฑ์ วิธีการ และเงื่อนไขในการทดสอบและตรวจสอบน้ำมัน จึงให้เป็นผู้ชำนาญการทดสอบและตรวจสอบถังเก็บน้ำมัน บริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน) ซึ่งเป็นผู้ทดสอบและตรวจสอบ ระดับที่ ๓

หนังสือรับรองนี้ ให้ใช้ได้จนถึงวันที่ ๑๙ เดือน กรกฎาคม พ.ศ. ๒๕๖๗

[redacted] พฤศจิกายน พ.ศ. ๒๕๖๕

[redacted]

(นายวรพจน์ ทันตร)
ผู้อำนวยการสถาบันพัฒนาเทคนิคพลังงาน ปฏิบัติราชการแทน
อธิบดีกรมธุรกิจพลังงาน

หมายเหตุ : ผู้รับหนังสือรับรองต้องปฏิบัติหน้าที่ในการทดสอบและตรวจสอบให้เป็นไปตามหลักวิชาการ หลักเกณฑ์ วิธีการ และเงื่อนไขตลอดจนข้อปฏิบัติที่กำหนดไว้ในกฎหมายว่าด้วยการควบคุมน้ำมันเชื้อเพลิง

API INDIVIDUAL CERTIFICATION PROGRAMS

ANAB ACCREDITED

This is to certify that

Thanapon Suktam

HAS MET THE ESTABLISHED AND PUBLISHED REQUIREMENTS FOR API CERTIFICATION AS AN

API 653 ABOVEGROUND STORAGE TANK INSPECTOR

IN ACCORDANCE WITH THE KNOWLEDGE DEFINED IN THE API Standard 653

CERTIFICATION NUMBER 47679

ORIGINAL CERTIFICATION DATE August 31, 2016
CURRENT CERTIFICATION DATE August 31, 2022
EXPIRATION DATE August 31, 2025

Director, Individual Certification Programs

ICP

API

เลขที่ ป.นม.ก.๓-๐๑๖/๒๕๖๔

แบบ ทส.น.๓

กรมธุรกิจพลังงาน

หนังสือรับรองนี้ให้ไว้เพื่อแสดงว่า

นายพิพัฒน์ หงษ์อร่าม อยู่บ้านเลขที่ ๒๔๗ หมู่ที่ ๗ ตำบลทุ่งกระพังโหม อำเภอตาพระยา จังหวัดนครปฐม ได้รับใบอนุญาตเป็นผู้ประกอบวิชาชีพวิศวกรรมควบคุมระดับ ภาคีวิศวกร สาขาวิศวกรรมเครื่องกล เลขทะเบียน ภก.๔๒๕๒ และมีคุณสมบัติตามกฎกระทรวงว่าด้วยการกำหนดคุณสมบัติของผู้ทดสอบและตรวจสอบน้ำมัน และผู้ปฏิบัติงานเกี่ยวกับการทดสอบและตรวจสอบน้ำมัน และหลักเกณฑ์ วิธีการ และเงื่อนไขในการทดสอบและตรวจสอบน้ำมัน จึงให้เป็นวิศวกรทดสอบ ของบริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน) ซึ่งเป็นผู้ทดสอบและตรวจสอบ ระดับที่ ๓

หนังสือรับรองนี้ ให้ใช้ได้จนถึงวันที่ ๑๙ เดือน กรกฎาคม พ.ศ. ๒๕๖๗

[redacted] พฤศจิกายน พ.ศ. ๒๕๖๕

[redacted]

(นายวรพจน์ ทันตร)
ผู้อำนวยการสถาบันพัฒนาเทคนิคพลังงาน ปฏิบัติราชการแทน
อธิบดีกรมธุรกิจพลังงาน

หมายเหตุ : ผู้รับหนังสือรับรองต้องปฏิบัติหน้าที่ในการทดสอบและตรวจสอบให้เป็นไปตามหลักวิชาการ หลักเกณฑ์ วิธีการ และเงื่อนไขตลอดจนข้อปฏิบัติที่กำหนดไว้ในกฎหมายว่าด้วยการควบคุมน้ำมันเชื้อเพลิง

[redacted]

ที่ DITT-L22184/SM.mw

เขียนที่ บริษัท เด็กซ์ซอน เทคโนโลยีส์ จำกัด (มหาชน)
วันที่ 30 พฤศจิกายน 2565

ตามที่บริษัท เด็กซ์ซอน เทคโนโลยี จำกัด (มหาชน) สำนักงานเลขที่ 78/4-5 หมู่ที่ 6 ถนนสุขุมวิท ตำบลบ้านฉาง อำเภอบ้านฉาง จังหวัดระยอง ได้รับอนุญาตให้เป็นผู้ทดสอบ และตรวจสอบน้ำมันระดับที่ 3 แบบ ท.ส.น.2 เลขที่ ผ.นม.กฟข.3-004/2564 ตามกฎกระทรวงการกำหนดคุณสมบัติของผู้ทดสอบและตรวจสอบน้ำมัน พ.ศ. 2556

บัดนี้ทางบริษัทฯ ได้ดำเนินการทดสอบและตรวจสอบถังบรรจุน้ำมัน ระบบท่อ และอุปกรณ์ ตามวาระ 1 ปี จำนวน 8 ถัง ของบริษัท คูเวตปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด ตั้งอยู่เลขที่ 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรี โดยผลการตรวจสอบปรากฏว่า ไม่พบข้อบกพร่องใดๆ และขอรับรองว่าถังบรรจุน้ำมัน ระบบท่อ และอุปกรณ์ ดังกล่าว เป็นไปตามข้อกำหนดในกฎกระทรวงการซ่อมบำรุงถังบรรจุน้ำมันและถังขนส่งน้ำมัน พ.ศ. 2560

ขอแสดงความนับถือ

ลงชื่อ.....
(นายอังกูร แซ่ไล้ว)
หัวหน้าวิศวกรทดสอบ เลขที่ใบอนุญาต สก.3841

ลงชื่อ.....
(นางสุนันทา เมฆมนต์)
ผู้รับมอบอำนาจ

ชื่อผู้มาติดต่อ นางสาวมินตรา วงษ์วิราช
Email: mintra.wongwirat@dexon-technology.com
โทรศัพท์ +66(0)33 012484-7 ต่อ 219 โทรสาร +66(0)33 012530

การทดสอบและตรวจสอบก่อนการใช้งาน

รายงานผลการทดสอบและตรวจสอบ

ระบบท่อส่งน้ำมันเชื้อเพลิง

คลังน้ำมันเชื้อเพลิง

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด

เจ้าของ : บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด

สถานที่ทดสอบ : 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา
อำเภอศรีราชา จังหวัดชลบุรี

ทดสอบโดย : บริษัท พีเออี เทคนิคอล เซอร์วิส จำกัด (มหาชน)

PAE TECHNICAL SERVICE

Ref : PAE-รายงานเลขที่ 2018-010

รายงานผลการทดสอบและตรวจสอบ

ระบบท่อส่งน้ำมันเชื้อเพลิง บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด

ตามที่ทาง บริษัท พีเออี เทคนิคอล เซอร์วิส จำกัด (มหาชน) ได้ดำเนินการทดสอบและตรวจสอบ ระบบท่อส่งน้ำมันเชื้อเพลิง ของบริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด โดยทำการทดสอบที่ บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด เลขที่ตั้ง 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรี เมื่อวันที่ 25 เมษายน 2561 นั้นได้เสร็จสมบูรณ์แล้ว โดยมีเจ้าหน้าที่กรมธุรกิจพลังงานจังหวัด และวิศวกรเครื่องกลประจำบริษัทฯ ไปร่วมทำการทดสอบซึ่งผลปรากฏว่าท่อจ่ายน้ำมันอยู่ในสภาพดีสามารถทนต่อการทดสอบได้

จึงแจ้งมาเพื่อทราบและโปรดอนุมัติตามที่กรมธุรกิจพลังงานเห็นชอบต่อไป

ขอแสดงความนับถือ

บริษัท พีเออี เทคนิคอล เซอร์วิส จำกัด

PAE TECHNICAL SERVICE

(นายกิตติชัย ฐานสูตระกูล)

ผู้มีอำนาจลงนามแทนกรรมการผู้จัดการ

PAE TECHNICAL SERVICE

รายงานผลการทดสอบและตรวจสอบ

ทดสอบและตรวจสอบโดย	:	บริษัท พีเออี เทคนิคอล เซอร์วิส จำกัด (มหาชน)
เจ้าของถัง	:	บริษัท อูเวค ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
ผู้ครอบครองถัง	:	บริษัท อูเวค ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
แบบก่อสร้างเลขที่	:	-
สถานที่ทำการทดสอบ	:	129-129/1 หมู่ที่.2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรี
หมายเลขถัง	:	N/A
ประเภทการจัดเก็บ	:	N/A
ขนาดความจุถัง	:	N/A จำนวน N/A ถัง
มาตรฐานที่ใช้	:	ASME 31.3
ความดันที่ใช้ทดสอบ	:	27.5 บาร์ (BAR)
เวลาที่รักษาความดันในการทดสอบให้คงที่	:	2.0 ชั่วโมง
ของเหลวที่ใช้ในการทดสอบ	:	น้ำ
จำนวนมาตราวัดที่ใช้ในการทดสอบ	:	2 ตัว

สรุปผลการทดสอบและตรวจสอบ

- ขณะลงความดัน ไม่พบการรั่วซึมใด ๆ ของท่อและอุปกรณ์ประกอบ
- หลังลดความดันลง ไม่พบการบวมหรือการบิดเบี้ยวของท่อและอุปกรณ์ประกอบ

สรุป : ผลการตรวจสอบผ่านเกณฑ์มาตราฐานการทดสอบตามมาตรฐานของ ASME 31.3

วัน เดือน ปี ที่ทำการทดสอบและตรวจสอบ	25 เมษายน 2561
วัน เดือน ปี ที่ต้องทำการทดสอบและตรวจสอบครั้งต่อไป	ตามข้อกำหนดของกรมธุรกิจพลังงาน

ผู้ปฏิบัติงานทดสอบและตรวจสอบ — (นายชัยพฤกษ์ จิตบณี) — วันที่ 25 เมษายน 2561 — เลขทะเบียน ศก. 4154

วิศวกรควบคุมงานทดสอบและตรวจสอบ — (นายวิชา พิมลศรี) — 25 เมษายน 2561 — เลขทะเบียน ศก. 3085

PAE Technical Service Public Company Limited

Registration No. (5)1571/2542

69 Soi On-nuch 64,Srinakarin Rd., Suanluang, Bangkok 10250 Thailand. Tel : (662) 721 2742, Fax : (662) 721-2577

PAE TECHNICAL SERVICE

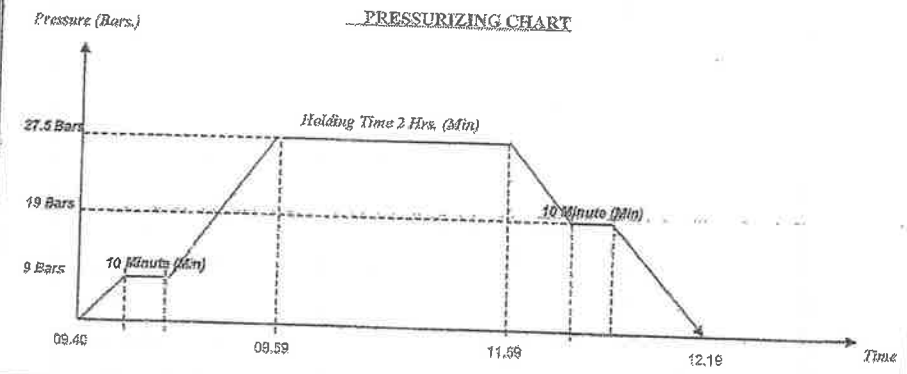
PAE TECHNICAL SERVICE PUBLIC COMPANY LIMITED
69 Soi On-nuch 64, Srinakarin Road, Suanluang, Suanluang, Bangkok 10250
Tel. : (662) 721-2742 Fax. : (662) 721-2577, Email : info@paetechnical.com

PRESSURE TEST REPORT

Report no. :	PAE-2018-010	Page 1 of 2	
Test Date :	25 Apr 18		
Place of Work :	Chonburi Province		
Client :	บริษัท อูเวค ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด		
Project :	AMBER-THE KPAT JP8 OPERATIONS CONVERSION PROJECT		
Name of Product :	ระบบท่อส่งน้ำมันเชื้อเพลิง		
Name of Parts :	HEADER & PIPE		
Test Package :	TP-P-01-062,064		
Test Product :	☐ Tank ☑ HEADER & PIPE ☐ Others / Vessel		
Test Method :	☑ Hydrostatic Test ☐ Pneumatic Test ☐ Others		
Test Medium	☑ Water ☐ Air ☐ CO_2 ☐ N_2 ☐ Others		
Pressure Indicator	Cert. Number : CKC-PG-60-004	Range	0 - 60 Bar
Pressure Indicator	Cert. Number : CKC-PG-60-F	Range	0 - 60 Bar
Temparature Indicator	Cert. Number :N/A	Range	N/A
Pressure Recorder	Cert. Number :ACT2561-00107	Range	0 - 2500 PSI
STANDARD INFORMATION		ACTUAL RECORD	
Design Pressure	18.3 Bar	Start - Stop	09.40 -12.19
Design Temperature	80 C	Testing Temperature	42-48 C
Testing Pressure	27.5 Bars	Testing Pressure	37.5 Bars
Holding Time	2.0 Hrs.	Holding Time	2.0 Hrs.
Applicable Standard	ASME B31.3		

Remark

PRESSURIZING CHART



Result : NEITHER LEAKAGE NOR DEFORMATION WAS OBSERVED

Judgement ☑ Acceptable ☐ Unacceptable ☐ Attached Sheets = 2 Page

	TEST BY	INSPECTION BY	WITNESS BY	WITNESS BY	APPROVED BY
SIGNED :					
NAME :		Mr. Chaiyaphruk J.			Mr. Wicha P.
COMPANY :	CKC CO.,LTD.	PAE PUBLIC CO.,LTD.	AMEC FOSTER WHEELER	KPAT	PAE PUBLIC CO.,LTD.
TESTED DATE :	25 April 2018	25 April 2018	25 April 2018	25 April 2018	25 April 2018

PAE TECHNICAL SERVICE

PAE TECHNICAL SERVICE PUBLIC COMPANY LIMTED
69 On-nuch 64, Srinakarin Rd., Suanluang , Bangkok 10250.
Tel. : (662) 721-2742 Fax. : (662) 721-2577, Email : info@paetechnical.com

PRESSURE TEST RECORD

Client	: บริษัท อูเวด ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด	Page No.	2 of 2
Contractor	: บริษัท นัดรการช่างแทอมณรัง จำกัด	Report No.	PAE/2018-010
Project Name	: AMBER/THE KPAT JPS OPERATIONS CONVERSION PROJECT	Test Date	25 Apr 18
Name of Part	: HEADER & PIPE	Holding Time :	2 Hrs.
Location	: Chonburi Province		
Design Pressure	: 18.3 Bars. Test Pressure : 27.5 Bars.	Test Medium :	Water

Test Instrument Detail	Pressure Indicator		Pressure Indicator		Pressure Recorder	
	No. 1	No. 2	No. 3	No. 4	No. 1	No. 2
Brand Name	Ashcroft	Ashcroft	-	-	GUIP MOCK COMPANY	-
Serial No.	CKC-PG-60-004	CKC-PG-60-F	-	-	1559	-
Certificate No.	SB/CKC/2018/06/11	SB/CKC/2018/06/13	-	-	ACT2561-00107	-
Operating Range	0 - 60 BAR	0 - 60 BAR	-	-	0 - 2500 PSI	-

Time From	Pressure Gauge No. 1 (BAR)	Pressure Gauge No. 2 (BAR)	Pressure Gauge No. 3 (BAR)	Temp (Amb) T1 °C	Remark
9.40	0	0	-	42.0	
9.44	10.8	10	-	42.0	
9.54	11.8	11	-	43.0	
9.59	31.5	31	-	43.0	Holding Time
10.09	33	32	-	43.0	
10.19	35	34	-	43.0	
10.29	35.8	35	-	42.0	
10.39	36.2	35.5	-	42.0	
10.49	37.2	36	-	43.0	
10.59	38.8	38	-	44.0	
11.09	40.2	39	-	46.0	
11.19	43	42	-	47.0	
11.29	45.2	44.9	-	47.0	
11.39	47.1	46	-	48.0	
11.49	49.3	48.9	-	48.0	
11.59	50.9	50	-	44.0	
12.05	50.9	50	-	44.0	
12.07	19	19	-	44.0	
12.17	19.2	19	-	43.0	
12.19	0	0	-	42.0	

	Test By	Inspec. By	Witness By	Witness By	Approved By
SIGNED :					
NAME :	Mr. Chaiyaphruk J.	Mr. Chaiyaphruk J.			Mr. Wicha P.
COMPANY :	CKC	PAE Public Co., Ltd	Amec Foster Wheeler		PAE Public Co., Ltd
DATE :	25 Apr 18	25 Apr 18	25 Apr 18	25 Apr 18	25 Apr 18

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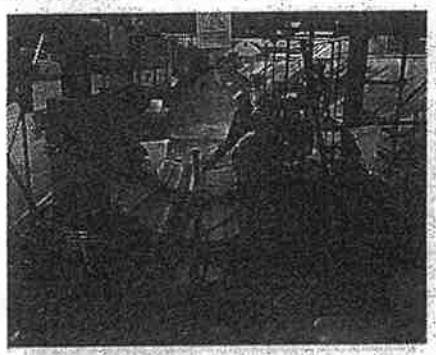
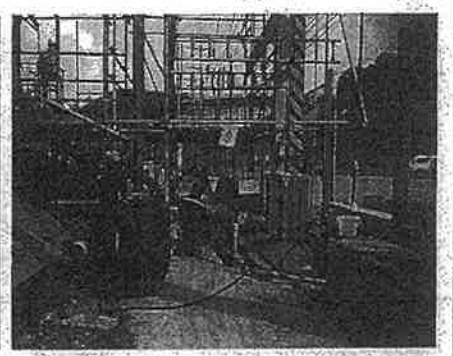
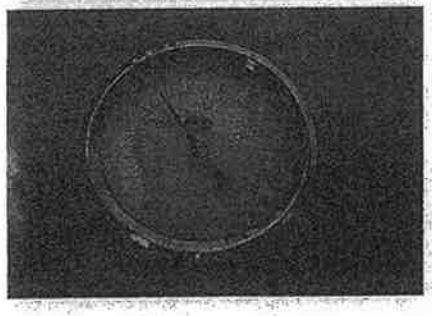
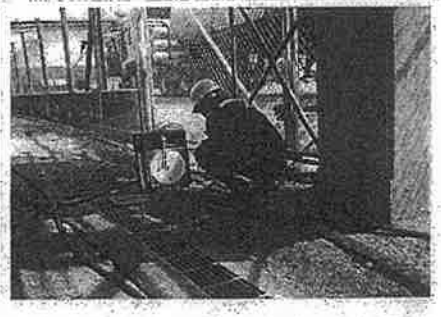
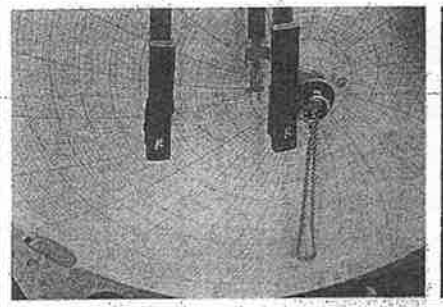
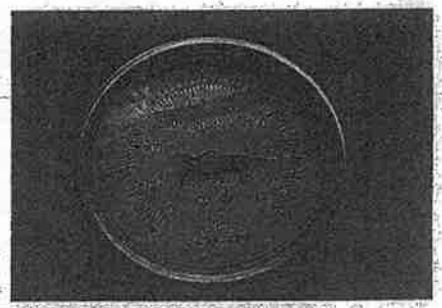







รูปการทำ HYDROSTATIC TEST
HEADER & PIPE
ทดสอบวันที่ 25 เมษายน 2561

กรมธุรกิจพลังงาน

หนังสือรับรองนี้ให้ไว้เพื่อแสดงว่า

บริษัท ที เอ อี เทคนิคอล เซอร์วิส จำกัด (มหาชน)

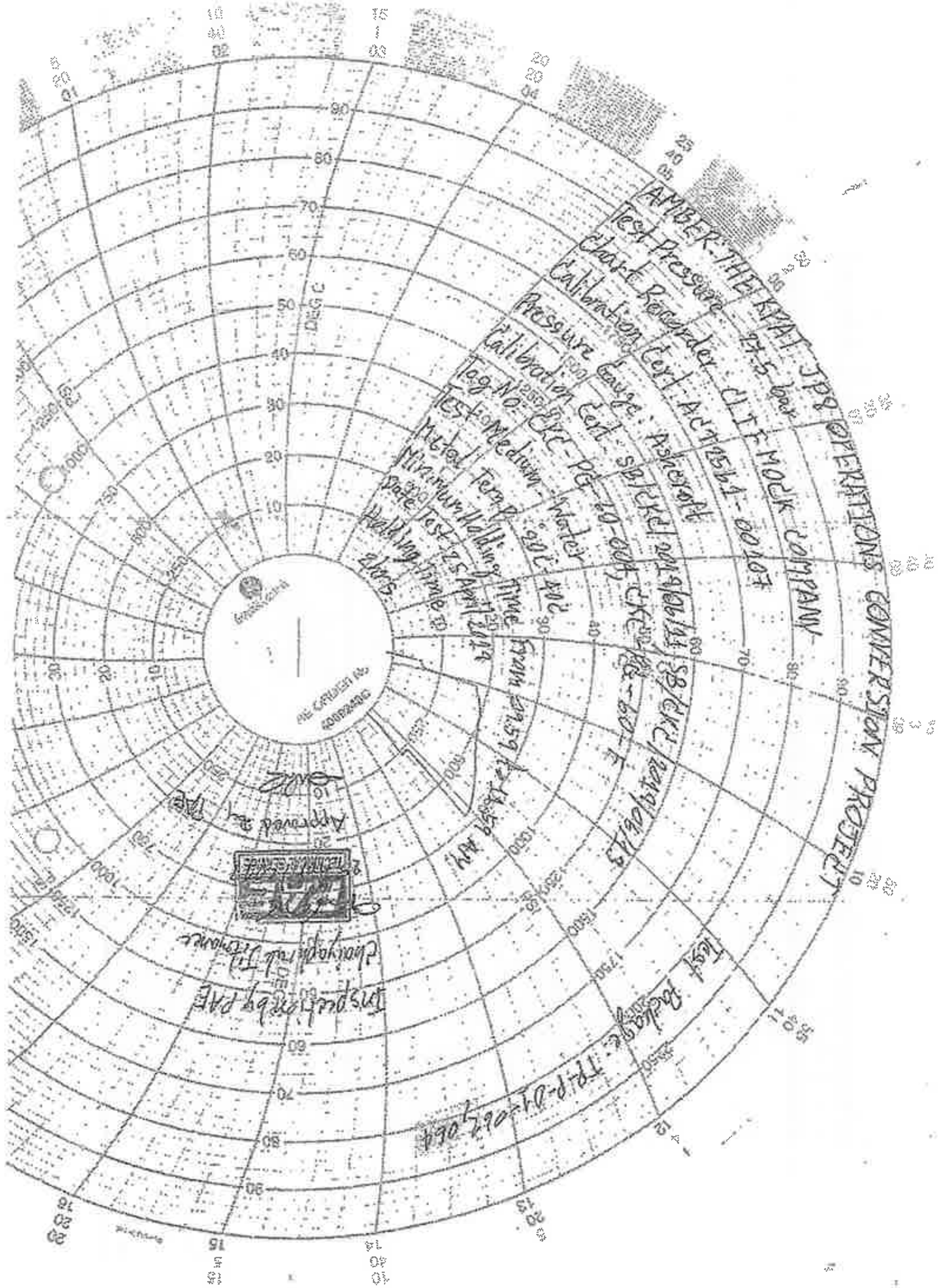
กรมธุรกิจพลังงาน

หนังสือรับรองนี้ให้ไว้เพื่อแสดงว่า

116600

ใช้สำหรับตรวจสอบและทดสอบระบบท่อส่งน้ำมันเชื้อเพลิง
โครงการ ... บริษัท ... ปิโตรเลียม เอ็นเอชั่น (ประเทศไทย) จำกัด เท่านั้น
ทดสอบวันที่ 25 เมษายน 2561

PAE
TECHNICAL SERVICE



S.B. MAINTENANCE SERVICE CO., LTD.

PRESSURE GAUGE CALIBRATION REPORT

CUSTOMER : CKC Engineering And Construction(1998) Co.,Ltd.
RECORD No. : SB / CKC / 2018 / 06 / 11
TAG No. : CKC - PG - 60 - 004
DESCRIPTION : -
MFGR. : ASHCROFT MODEL / TYPE : -
S/R.No. : -
CALIBRATION RANGE : 0 - 60 Kg/cm² STANDARD TEST GAUGE : Digital Test Gauge

%	INPUT (Kg/cm²)	DESIRED OUTPUT (Kg/cm²)	OUTPUT (Kg/cm²)				Absolute Error		% Accuracy (%)	
			AS FOUND		AS LEFT					
			INC.	DEC.	INC.	DEC.	INC.	DEC.	INC.	DEC.
0	0.00	0.00	0.00	0.00	-	-	-	-	-	-
25	15.00	15.00	15.00	15.00	-	-	-	-	-	-
50	30.00	30.00	30.00	30.00	-	-	-	-	-	-
75	45.00	45.00	45.00	45.00	-	-	-	-	-	-
100	60.00	60.00	60.00	60.00	-	-	-	-	-	-

TEST EQUIPMENT

<< INPUT PRESSURE >>
MFGR. : HAND PUMP ENERPAC
RANGE : 0 - 10,000 PSI
MODEL : P39 H3596M
S/R.No. : -
CERT.No. : -

<< STANDARD TEST GAUGE >>
MFGR. : Additel
RANGE : 0 - 140 Kg/cm² / Bar
MODEL : 681
S/R.No. : 211H16590012
CERT.No. : P180184

COMMENTS :

TESTED BY : S.Chat DATE : March 27, 2018 CHECKED BY : P.Sudtanon DATE : March 27, 2018
ACCEPTED BY : DATE : 27-March-2018 WITNESSED BY : DATE : 27-03-18

QA/QC DEPARTMENT

MT - F - 003 - 18 / 04 / 55

S.B. MAINTENANCE SERVICE CO., LTD.

PRESSURE GAUGE CALIBRATION REPORT

CUSTOMER : CKC Engineering And Construction(1998) Co.,Ltd.
RECORD No. : SB / CKC / 2018 / 06 / 13
TAG No. : CKC - PG - 60 - F
DESCRIPTION : -
MFGR. : ASHCROFT MODEL / TYPE : -
S/R.No. : -
CALIBRATION RANGE : 0 - 60 Kg/cm² STANDARD TEST GAUGE : Digital Test Gauge

%	INPUT (Kg/cm²)	DESIRED OUTPUT (Kg/cm²)	OUTPUT (Kg/cm²)				Absolute Error		% Accuracy (%)	
			AS FOUND		AS LEFT					
			INC.	DEC.	INC.	DEC.	INC.	DEC.	INC.	DEC.
0	0.00	0.00	0.00	0.00	-	-	-	-	-	-
25	15.00	15.00	15.00	15.00	-	-	-	-	-	-
50	30.00	30.00	30.00	30.00	-	-	-	-	-	-
75	45.00	45.00	45.00	45.00	-	-	-	-	-	-
100	60.00	60.00	60.00	60.00	-	-	-	-	-	-

TEST EQUIPMENT

<< INPUT PRESSURE >>
MFGR. : HAND PUMP ENERPAC
RANGE : 0 - 10,000 PSI
MODEL : P39 H3596M
S/R.No. : -
CERT.No. : -

<< STANDARD TEST GAUGE >>
MFGR. : Additel
RANGE : 0 - 140 Kg/cm² / Bar
MODEL : 681
S/R.No. : 211H16590012
CERT.No. : P180184

COMMENTS :

TESTED BY : S.Chat DATE : March 27, 2018 CHECKED BY : P.Sudtanon DATE : March 27, 2018
ACCEPTED BY : DATE : 27-March-2018 WITNESSED BY : DATE : 27-03-18

QA/QC DEPARTMENT

MT - F - 003 - 18 / 04 / 55

Certificate of Calibration

Report number ACT2561-00107

BARTON	242E(0-2500)	2562-032-2	1559	18 Jan 18	18 Jan 19

+/- ASME 1A of span (1%)

All instrument calibrations are verified for accuracy before they are shipped. The recommended calibration interval for this instrument is 12 months from the date of verification. Your particular quality assurance requirements may supersede this recommendation.

As Received Condition: In tolerance **As Left Condition:** In tolerance passed calibration.

All calibrations are performed in a controlled environment by qualified personnel using instrumentation and methods which guarantee that specifications claimed are reliable. Calibrations conform to ANSI/NCSL Z540-1-1994, MIL-STD 45662A, 10CFR21 and 10CFR50 when specified by customer documentation.

Definitions:

Temperature	Measured temperature of test during data collection.
Reference Reading	True value according to our reference standards.
Gauge Reading	Displayed reading from test unit.
Condition	Pass or Fail.
Difference	Indicated reading minus reference reading.
Relative Difference	(Difference / reference reading) x 100
Allowable Tolerance	± according to manufacturer's specifications.
Water column	Referenced at 20° C and 1 atmosphere.
Test Accuracy Ratio	At least 4:1 unless otherwise stated.

Laboratory ambient conditions throughout this calibration were:

Temperature	20 to 24° C
Humidity	30 to 55% RH
Pressure	100 to 103 kPa

Reference Standards used in this calibration are traceable to the National Institute of Standards and Technology of the United States, through the following report numbers:

Crystal Engineering	NV-4AA-BNKPLT-700BAR	073435	782265	24 Mar 18

This certificate shall not be reproduced except in full, without written approval.

Laboratory Representative

Quality Representative

Test Results

Report number ACT2561-00107

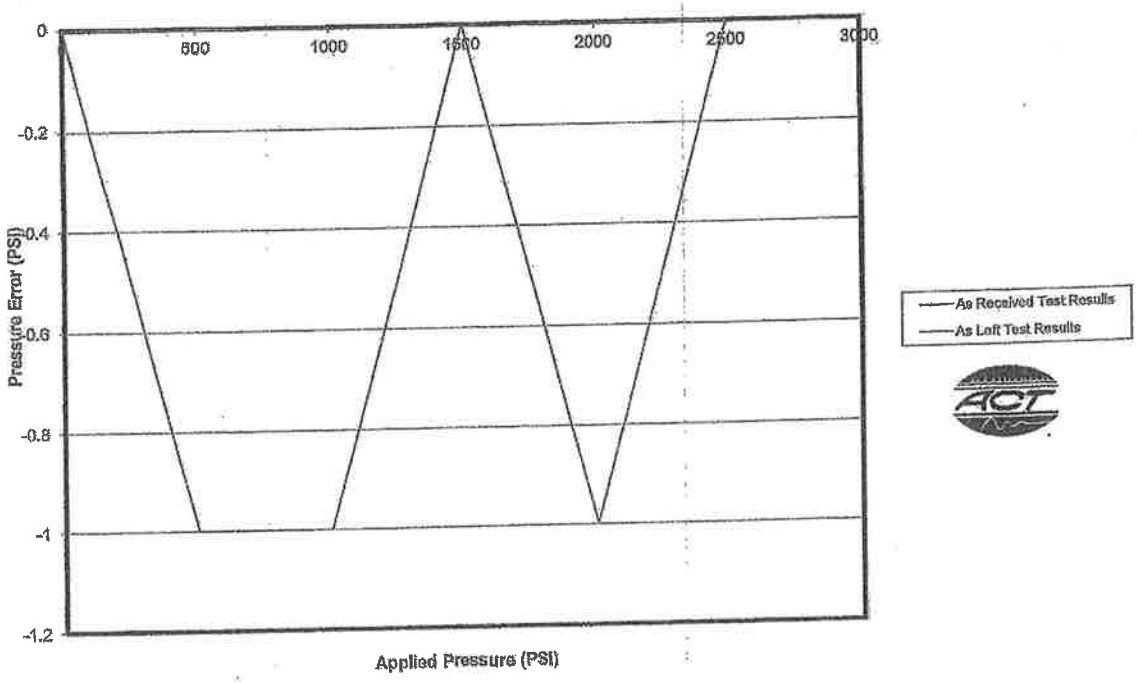
As Received Test Results 2500 PSI

0	0	25	0		Pass
501	500	25	-1	-0.20%	Pass
1001	1000	25	-1	-0.10%	Pass
1500	1500	25	0	0.00%	Pass
2001	2000	25	-1	-0.05%	Pass
2500	2500	25	0	0.00%	Pass
2000	2000	25	0	0.00%	Pass
1500	1500	25	0	0.00%	Pass
1000	1000	25	0	0.00%	Pass
500	500	25	0	0.00%	Pass
0	0	25	0		Pass

As Left Test Results 2500 PSI

0	0	25	0		Pass
501	500	25	-1	-0.20%	Pass
1001	1000	25	-1	-0.10%	Pass
1500	1500	25	0	0.00%	Pass
2001	2000	25	-1	-0.05%	Pass
2500	2500	25	0	0.00%	Pass
2000	2000	25	0	0.00%	Pass
1500	1500	25	0	0.00%	Pass
1000	1000	25	0	0.00%	Pass
500	500	25	0	0.00%	Pass
0	0	25	0		Pass

Pressure Error Graph for Gauge # 2562-032-2, S/N 1559, Report # ACT2561-00107



รายงานผลการทดสอบและตรวจสอบ

ระบบท่อส่งน้ำมันเชื้อเพลิง

คลังน้ำมันเชื้อเพลิง

บริษัท ดูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด

เจ้าของ : บริษัท ดูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด

สถานที่ทดสอบ : 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา
อำเภอศรีราชา จังหวัดชลบุรี

ทดสอบโดย : บริษัท พีเออี เทคนิคอล เซอร์วิส จำกัด (มหาชน)

PAE TECHNICAL SERVICE

Ref : PAE-รายงานผลฉบับที่ 2018-004

รายงานผลการทดสอบและตรวจสอบ

ระบบท่อส่งน้ำมันเชื้อเพลิง บริษัท ดูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด

ตามที่ทาง บริษัท พีเออี เทคนิคอล เซอร์วิส จำกัด (มหาชน) ได้ดำเนินการทดสอบและตรวจสอบ ระบบท่อส่งน้ำมันเชื้อเพลิง ของบริษัท ดูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด โดยทำการทดสอบที่ บริษัท ดูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด เลขที่ตั้ง 129-129/1 หมู่ที่ 2 ตำบลสุขลา อำเภอศรีราชา จังหวัดชลบุรี เมื่อวันที่ 05 เมษายน 2561 นั้นได้เสร็จสมบูรณ์แล้ว โดยมีเจ้าหน้าที่กรมธุรกิจพลังงานจังหวัด และวิศวกรเครื่องกลประจำบริษัทฯ ไปร่วมทำการทดสอบซึ่งผลปรากฏว่าท่อจ่ายน้ำมันอยู่ในสภาพดีสามารถผ่านต่อการทดสอบได้

จึงแจ้งมาเพื่อทราบและโปรดพิจารณาที่กรมธุรกิจพลังงานเห็นชอบต่อไป

ขอแสดงความนับถือ
บริษัท พีเออี เทคนิคอล เซอร์วิส จำกัด

PAE TECHNICAL SERVICE

(นายกิตติชัย ฐานะตระกูล)
ผู้มีอำนาจลงนามแทนกรรมการผู้จัดการ

PAE TECHNICAL SERVICE

รายงานผลการทดสอบและตรวจสอบ

ทดสอบและตรวจสอบโดย	:	บริษัท พีเอที เทคนิคอล เซอร์วิส จำกัด (มหาชน)
เจ้าของถัง	:	บริษัท อูเวค ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
ผู้ครอบครองถัง	:	บริษัท อูเวค ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
แบบก่อสร้างเลขที่	:	-
สถานที่ทำการทดสอบ	:	129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา
		อำเภอศรีราชา จังหวัดชลบุรี
หมายเลขถัง	:	N/A
ประเภทการจัดเก็บ	:	N/A
ขนาดความจุถัง	:	N/A จำนวน N/A ถัง
มาตรฐานที่ใช้	:	ASME 31.3
ความดันที่ใช้ทดสอบ	:	28.0 บาร์ (BAR)
เวลาที่รักษาความดันในการทดสอบให้คงที่	:	2.0 ชั่วโมง
ของเหลวที่ใช้ในการทดสอบ	:	น้ำ
จำนวนมาตรวัดที่ใช้ในการทดสอบ :	:	2 ตัว

สรุปผลการทดสอบและตรวจสอบ

- ขณะคงความดัน ไม่พบการรั่วซึมใด ๆ ของท่อและอุปกรณ์ประกอบ
- หลังลดความดันลง ไม่พบการบวมหรือการปิดเบี้ยวของท่อและอุปกรณ์ประกอบ

สรุป : ผลการตรวจสอบคำนวณถังมีมาตราฐานการทดสอบตามมาตรฐานของ ASME 31.3

วัน เดือน ปี ที่ทำการทดสอบและตรวจสอบ : 06 เมษายน 2561

วัน เดือน ปี ที่ต้องทำการทดสอบและตรวจสอบครั้งต่อไป : ตามข้อกำหนดของกรมธุรกิจพลังงาน

ผู้ปฏิบัติงานทดสอบและตรวจสอบ — วันที่ 06 เมษายน 2561

(นายชัยพฤกษ์ จิตมณี) เลขทะเบียน สก. 4154

วิศวกรควบคุมงานทดสอบและตรวจสอบ — วันที่ 06 เมษายน 2561

(นายวิชา พิมลศรี) เลขทะเบียน สก. 3085

PAE Technical Service Public Company Limited Registration No. (5)1571/2543

69 Soi On-nuch 64,Srinakarin Rd., Suanluang, Bangkok 10250 Thailand. Tel : (662) 721 2742, Fax : (662) 721-2577

PAE TECHNICAL SERVICE

PAE TECHNICAL SERVICE PUBLIC COMPANY LIMITED
69 Soi On-nuch 64, Srinakarin Road, Suanluang, Suanluang, Bangkok 10250
Tel. : (662) 721-2742 Fax. : (662) 721-2577, Email : info@paetechnical.com

PRESSURE TEST REPORT

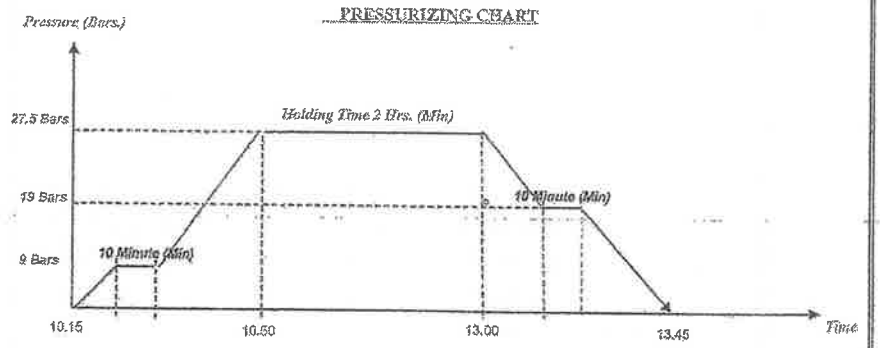
Report no. : PAE-2018-004 Page 1 of 2
Test Date : 6 Apr 18

Client :	บริษัท อูเวค ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด	Place of Work :	Chonburi Province
Project :	AMBER-THE KPAT JPS OPERATIONS CONVERSION PROJECT	Test Product :	☐ Tank ☑ HEADER & PIPE ☐ Others / Vessel
Name of Product :	ระบบท่อส่งน้ำดับเพลิง		
Name of Parts :	HEADER & PIPE		
Test Package :	TP-P-01-001,002,003,004,005,013,014,015,024,050, TP-O-01-001,002,006,011, TP-TIRM-309		
Test Method :	☑ Hydrostatic Test ☐ Pneumatic Test ☐ Others		
Test Medium	☑ Water ☐ Air ☐ CO_2 ☐ N_2 ☐ Others		
Pressure Indicator	Cert. Number : CKC-PG-60-F,R	Range	0 - 60 Bar
Pressure Indicator	Cert. Number : CKC-PG-60-001,002,004	Range	0 - 60 Bar
Temparature Indicator	Cert. Number :N/A	Range	N/A
Pressure Recorder	Cert. Number :AC72561-00107	Range	0 - 2500 PSI

STANDARD INFORMATION		ACTUAL RECORD	
Design Pressure	18.3 Bar	Start - Stop	10.15 -13.45
Design Temperature	80 C	Testing Temperature	40-42 C
Testing Pressure	27.5 Bars	Testing Pressure	35 Bars
Holding Time	2.0 Hrs.	Holding Time	2.0 Hrs.
Applicable Standard	ASME B31.3		

Remark

PRESSURIZING CHART



Result : NEITHER LEAKAGE NOR DEFORMATION WAS OBSERVED

Judgement ☑ Acceptable ☐ Unacceptable ☐ Attached Sheets = 2 Page

	TEST BY	INSPECTION BY	WITNESS BY	WITNESS BY	APPROVED BY
SIGNED :					
NAME :		Mr. Chaiyaphruk J.			Mr. Wicha P.
COMPANY :	CKC CO.,LTD.	PAE PUBLIC CO.,LTD.	AMEC FOSTER WHEELER	KPAT	PAE PUBLIC CO.,LTD.
TESTED DATE :	6 April 2018	6 April 2018	6 April 2018	6 April 2018	6 April 2018

PAE TECHNICAL SERVICE

PAE TECHNICAL SERVICE PUBLIC COMPANY LIMTED
69 On-nuch 64, Srinakarin Rd., Suanluang , Bangkok 10250.
Tel. : (662) 721-2742 Fax. : (662) 721-2577, Email : info@paetechnical.com

PRESSURE TEST RECORD

Client	: บริษัท ดูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด	Page No.	2 of 2
Contractor	: บริษัท จัดรการช่างแหลมฉบัง จำกัด	Report No.	PAE/2018-004
Project Name	: AMBER-THE KPAT JP8 OPERATIONS CONVERSION PROJECT	Test Date	6 Apr 18
Name of Part	: HEADER & PIPE	Holding Time :	2 Hrs.
Location	: Chonburi Province		
Design Pressure	: 18.3 Bars. Test Pressure : 27.50 Bars.	Test Medium :	Water

Test Instrument Detail	Pressure Indicator					Pressure Recorder
	No. 1	No. 2	No. 3	No. 4	No. 5	No. 1
Brand Name	Ashcroft	Ashcroft	Ashcroft	Ashcroft	Ashcroft	ELIS MICK COMPANY
Serial No.	CKC-PG-60-F	CKC-PG-60-D	CKC-PG-60-001	CKC-PG-60-002	CKC-PG-60-004	1559
Certificate No.	SB/CKC/2018/06/13	SB/CKC/2018/06/12	SB/CKC/2018/06/08	SB/CKC/2018/06/09	SB/CKC/2018/06/11	ACT2581-39107
Operating Range	0 - 60 BAR	0 - 60 BAR	0 - 60 BAR	0 - 60 BAR	0 - 60 BAR	0 - 2500 PSI

Time From	Pressure Gauge No. 1 (BAR)	Pressure Gauge No. 2 (BAR)	Pressure Gauge No. 3 (BAR)	Pressure Gauge No. 4 (BAR)	Pressure Gauge No. 5 (BAR)	Tem. (Amb.) 11 °C	Remark
10.15	0	0	0	0	0	42.0	
10.25	9	9	10	10	10	42.0	
10.35	12	12	14	13	13	42.0	
10.45	14	14	15	14	14	42.0	
10.50	30	28	29	30	30	42.0	Holding Time
11.00	30	28	29	30	30	42.0	
11.10	30	28	29	30	30	42.0	
11.20	31	29	30	31	31	42.0	
11.30	31	29	30	31	31	42.0	
11.40	31	29	30	31	31	42.0	
11.50	32	30	31	32	32	42.0	
12.00	32	30	31	32	32	42.0	
12.10	32	30	31	32	32	42.0	
12.20	33	31	31	33	33	42.0	
12.30	33	31	31	33	33	42.0	
12.40	34	32	32	34	34	42.0	
12.50	34	32	32	34	34	42.0	
13.00	35	35	33	35	35	42.0	
13.10	20	19	20	19	19	40.0	
13.20	20	19	20	19	19	40.0	
13.35	2	1	2	1	1	40.0	
13.45	0	0	0	0	0	40.0	

	Test. By	Inspec. By	Witness By	Witness By	Approved By
SIGNED :					
NAME :	[illegible]	Mr. Chaiyaphruk J.	[illegible]	[illegible]	Mr. Wichu P.
COMPANY :	CKC	PAE Public Co., Ltd	Amec Foster Wheeler	EPAT	PAE Public Co., Ltd
DATE :	6 Apr 18	6 Apr 18	6 Apr 18	6 Apr 18	6 Apr 18

กรมธุรกิจพลังงาน
หนังสือรับรองนี้ให้ไว้เพื่อแสดงว่า

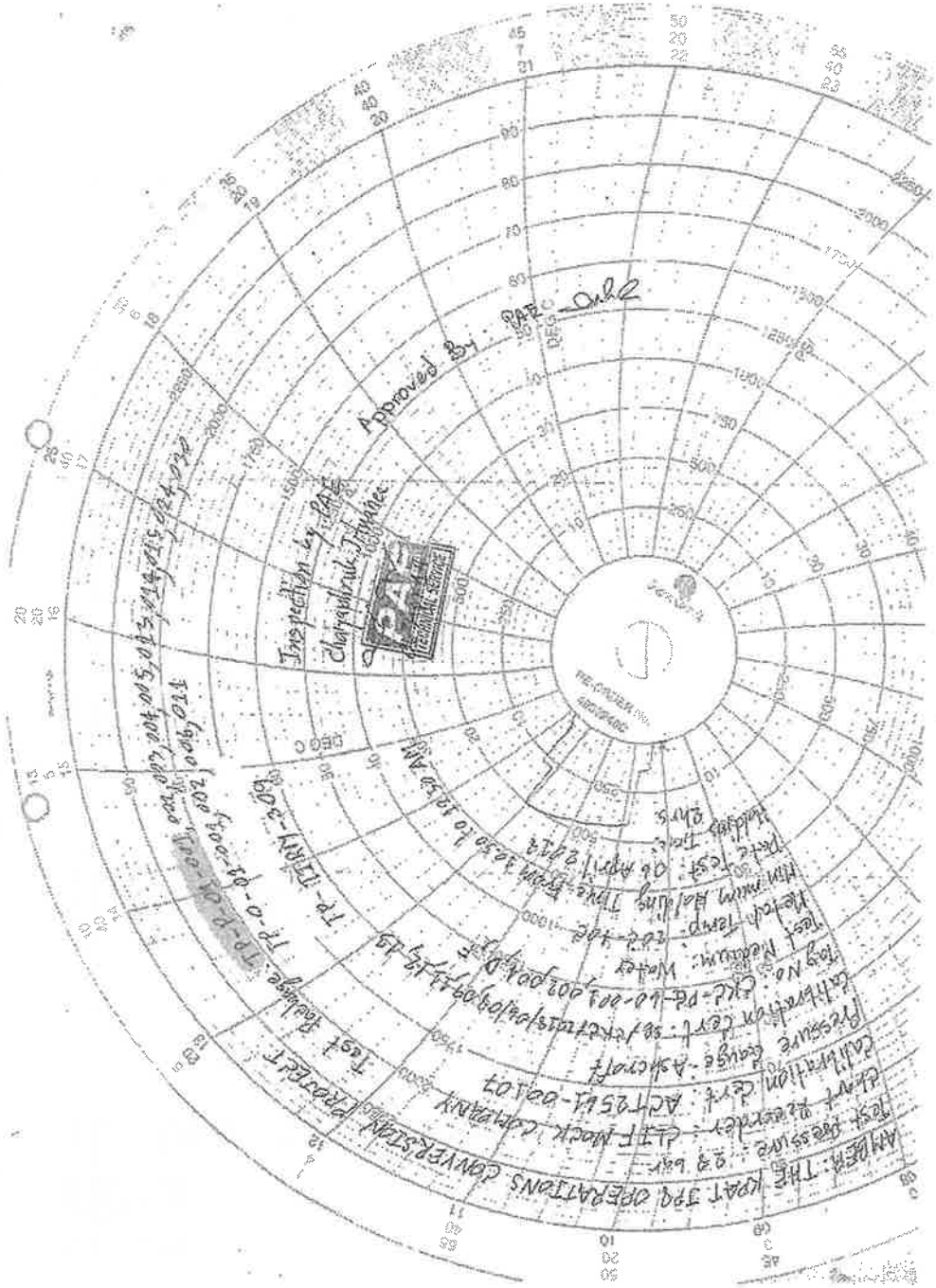
กรมธุรกิจพลังงาน
หนังสือรับรองนี้ให้ไว้เพื่อแสดงว่า

ใบรับรองการฝึกอบรม

ใบรับรองการฝึกอบรม

116600

ใบรับรองการฝึกอบรมและทดสอบการปฏิบัติงานเชื่อมท่อส่งน้ำมันเชื้อเพลิงอากาศยานด้วยวิธี TIG ของบริษัท ดูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด ทดสอบวันที่ 06 เมษายน



Certificate of Calibration

Report number ACT2561-00107

BARTON	242E(0-2500)	2562-032-2	1559	18 Jan 18	18 Jan 19

+/- ASME 1A of span (1%)

All instrument calibrations are verified for accuracy before they are shipped. The recommended calibration interval for this instrument is 12 months from the date of verification. Your particular quality assurance requirements may supersede this recommendation.

As Received Condition: In tolerance As Left Condition: In tolerance passed calibration.

All calibrations are performed in a controlled environment by qualified personnel using instrumentation and methods which guarantee that specifications claimed are reliable. Calibrations conform to ANSI/NCSL Z540-1-1994, MIL-STD 45662A, 10CFR21 and 10CFR50 when specified by customer documentation.

Definitions:		
	Temperature	Measured temperature of test during data collection.
	Reference Reading	True value according to our reference standards.
	Gauge Reading	Displayed reading from test unit.
	Condition	Pass or Fail.
	Difference	Indicated reading minus reference reading.
	Relative Difference	(Difference / reference reading) x 100
	Allowable Tolerance	± according to manufacturer's specifications.
	Water column	Referenced at 20° C and 1 atmosphere.
	Test Accuracy Ratio	At least 4:1 unless otherwise stated.

Laboratory ambient conditions throughout this calibration were:

Temperature	20 to 24° C
Humidity	30 to 55% RH
Pressure	100 to 103 kPa

Reference Standards used in this calibration are traceable to the National Institute of Standards and Technology of the United States, through the following report numbers:

Crystal Engineering	NV-4AA-BNKPLT-700BAR	073435	782265	24 Mar 18

This certificate shall not be reproduced except in full, without written approval.

Laboratory Representative

Quality Representative

Test Results

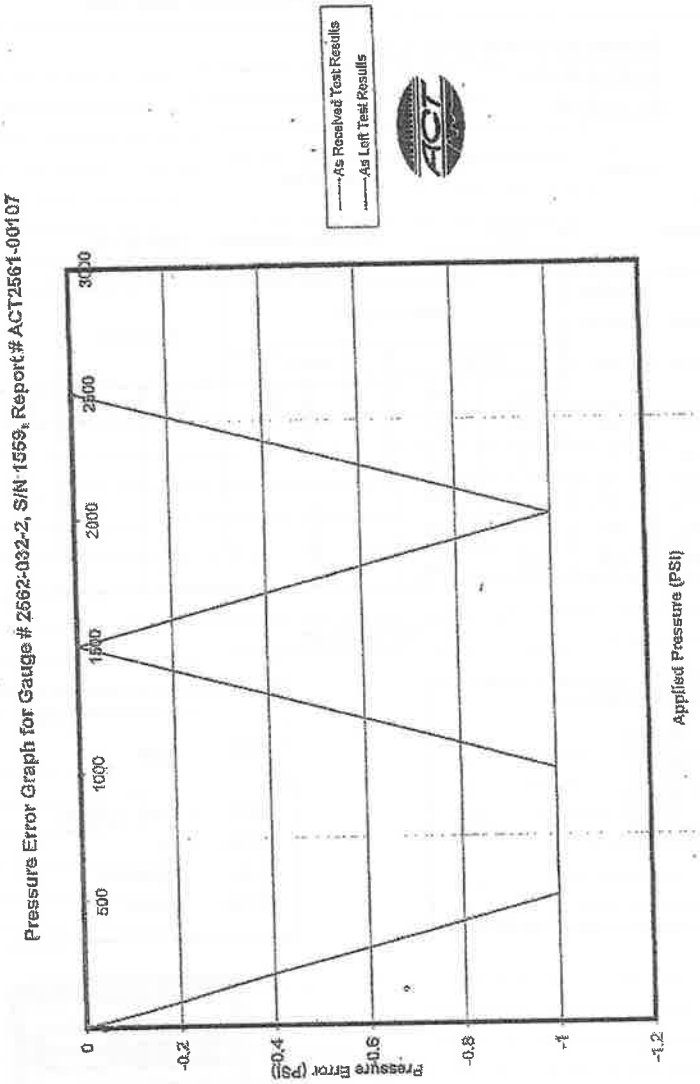
Report number ACT2561-00107

As Received Test Results — 2500 PSI

0	0	25	0		Pass
501	500	25	-1	-0.20%	Pass
1001	1000	25	-1	-0.10%	Pass
1500	1500	25	0	0.00%	Pass
2001	2000	25	-1	-0.05%	Pass
2500	2500	25	0	0.00%	Pass
2000	2000	25	0	0.00%	Pass
1500	1500	25	0	0.00%	Pass
1000	1000	25	0	0.00%	Pass
500	500	25	0	0.00%	Pass
0	0	25	0		Pass

As Left Test Results — 2500 PSI

0	0	25	0		Pass
501	500	25	-1	-0.20%	Pass
1001	1000	25	-1	-0.10%	Pass
1500	1500	25	0	0.00%	Pass
2001	2000	25	-1	-0.05%	Pass
2500	2500	25	0	0.00%	Pass
2000	2000	25	0	0.00%	Pass
1500	1500	25	0	0.00%	Pass
1000	1000	25	0	0.00%	Pass
500	500	25	0	0.00%	Pass
0	0	25	0		Pass



S.B. MAINTENANCE SERVICE CO., LTD.

PRESSURE GAUGE CALIBRATION REPORT

CUSTOMER : CKC Engineering And Construction(1998) Co.,Ltd.
RECORD No. : SB / CKC / 2018 / 06 / 11
TAG No. : CKC - PG - 60 - 004
DESCRIPTION : -
MFGR. : ASHCROFT MODEL / TYPE : -
S/R.No. : -
CALIBRATION RANGE : 0 - 60 Kg/cm² STANDARD TEST GAUGE : Digital Test Gauge

%	INPUT (Kg/cm²)	DESIRED OUTPUT (Kg/cm²)	OUTPUT (Kg/cm²)				Absolute Error		% Accuracy (%)	
			AS FOUND		AS LEFT					
			INC.	DEC.	INC.	DEC.	INC.	DEC.	INC.	DEC.
0	0.00	0.00	0.00	0.00	-	-	-	-	-	-
25	15.00	15.00	15.00	15.00	-	-	-	-	-	-
50	30.00	30.00	30.00	30.00	-	-	-	-	-	-
75	45.00	45.00	45.00	45.00	-	-	-	-	-	-
100	60.00	60.00	60.00	60.00	-	-	-	-	-	-

TEST EQUIPMENT

<< INPUT PRESSURE >>
MFGR. : HAND PUMP ENERPAC
RANGE : 0 - 10,000 PSI
MODEL : F39 H3596M
S/R.No. : -
CERT.No. : -

<< STANDARD TEST GAUGE >>
MFGR. : Additel
RANGE : 0 - 140 Kg/cm² / Bar
MODEL : 681
S/R.No. : 211H16590012
CERT.No. : P180184

COMMENTS :

TESTED BY : S.Chai DATE : March 27, 2018 CHECKED BY : Boonchom DATE : March 27, 2018
ACCEPTED BY : DATE : 27 - March - 2018 WITNESSED BY : DATE : 27-03-18

QA/QC DEPARTMENT

S.B. MAINTENANCE SERVICE CO., LTD.

PRESSURE GAUGE CALIBRATION REPORT

CUSTOMER : CKC Engineering And Construction(1998) Co.,Ltd.
RECORD No. : SB / CKC / 2018 / 06 / 09
TAG No. : CKC - PG - 60 - 002
DESCRIPTION : -
MFGR. : Banner MODEL / TYPE : -
S/R.No. : -
CALIBRATION RANGE : 0 - 60 Bar STANDARD TEST GAUGE : Digital Test Gauge

%	INPUT (Bar)	DESIRED OUTPUT (Bar)	OUTPUT (Bar)				Absolute Error		% Accuracy (%)	
			AS FOUND		AS LEFT					
			INC.	DEC.	INC.	DEC.	INC.	DEC.	INC.	DEC.
0	0.00	0.00	0.00	0.00	-	-	-	-	-	-
25	15.00	15.00	15.00	15.00	-	-	-	-	-	-
50	30.00	30.00	30.00	30.00	-	-	-	-	-	-
75	45.00	45.00	45.00	45.00	-	-	-	-	-	-
100	60.00	60.00	60.00	60.00	-	-	-	-	-	-

TEST EQUIPMENT

<< INPUT PRESSURE >>
MFGR. : HAND PUMP ENERPAC
RANGE : 0 - 10,000 PSI
MODEL : F39 H3596M
S/R.No. : -
CERT.No. : -

<< STANDARD TEST GAUGE >>
MFGR. : Additel
RANGE : 0 - 140 Kg/cm² / Bar
MODEL : 681
S/R.No. : 211H16590012
CERT.No. : P180184

COMMENTS :

TESTED BY : S.Chai DATE : March 27, 2018 CHECKED BY : Boonchom DATE : March 27, 2018
ACCEPTED BY : DATE : 27 - March - 2018 WITNESSED BY : DATE : 27-03-18

S.B. MAINTENANCE SERVICE CO., LTD.

PRESSURE GAUGE CALIBRATION REPORT

CUSTOMER : CKC Engineering And Construction(1998) Co.,Ltd.
RECORD No. : SB / CKC / 2018 / 06 / 08
TAG No. : CKC - PG - 60 - 001
DESCRIPTION : -
MFGR. : Bourner MODEL / TYPE : -
S/R.No. : -
CALIBRATION RANGE : 0 - 60 Bar STANDARD TEST GAUGE : Digital Test Gauge

%	INPUT (Bar)	DESIRED OUTPUT (Bar)	OUTPUT (Bar)				Absolute Error		% Accuracy (%)	
			AS FOUND		AS LEFT					
			INC.	DEC.	INC.	DEC.	INC.	DEC.	INC.	DEC.
0	0.00	0.00	0.00	0.00	-	-	-	-	-	-
25	15.00	15.00	15.00	15.00	-	-	-	-	-	-
50	30.00	30.00	30.00	30.00	-	-	-	-	-	-
75	45.00	45.00	45.00	45.00	-	-	-	-	-	-
100	60.00	60.00	60.00	60.00	-	-	-	-	-	-

TEST EQUIPMENT

<< INPUT PRESSURE >>
MFGR. : HAND PUMP ENERPAC
RANGE : 0 - 10,000 PSI
MODEL : P39 H3596M
S/R.No. : -
CERT.No. : -

<< STANDARD TEST GAUGE >>
MFGR. : Additel
RANGE : 0 - 140 Kg/cm²/Bar
MODEL : 681
S/R.No. : 211H16590012
CERT.No. : P180184

COMMENTS :

S.B. MAINTENANCE SERVICE CO.,LTD.

TESTED BY : S.Chat DATE : March 27, 2018 CHECKED BY : P.Sudtanon DATE : March 27, 2018
ACCEPTED BY : DATE : 27-March-2018 WITNESSED BY : DATE : 27.03.18

QA/QC DEPARTMENT

MT - F - 005 - 18/04/53

S.B. MAINTENANCE SERVICE CO., LTD.

PRESSURE GAUGE CALIBRATION REPORT

CUSTOMER : CKC Engineering And Construction(1998) Co.,Ltd.
RECORD No. : SB / CKC / 2018 / 06 / 12
TAG No. : CKC - PG - 60 - D
DESCRIPTION : -
MFGR. : ASHCROFT MODEL / TYPE : -
S/R.No. : -
CALIBRATION RANGE : 0 - 60 Bar STANDARD TEST GAUGE : Digital Test Gauge

%	INPUT (Bar)	DESIRED OUTPUT (Bar)	OUTPUT (Bar)				Absolute Error		% Accuracy (%)	
			AS FOUND		AS LEFT					
			INC.	DEC.	INC.	DEC.	INC.	DEC.	INC.	DEC.
0	0.00	0.00	0.00	0.00	-	-	-	-	-	-
25	15.00	15.00	15.00	15.00	-	-	-	-	-	-
50	30.00	30.00	30.00	30.00	-	-	-	-	-	-
75	45.00	45.00	45.00	45.00	-	-	-	-	-	-
100	60.00	60.00	60.00	60.00	-	-	-	-	-	-

TEST EQUIPMENT

<< INPUT PRESSURE >>
MFGR. : HAND PUMP ENERPAC
RANGE : 0 - 10,000 PSI
MODEL : P39 H3596M
S/R.No. : -
CERT.No. : -

<< STANDARD TEST GAUGE >>
MFGR. : Additel
RANGE : 0 - 140 Kg/cm²/Bar
MODEL : 681
S/R.No. : 211H16590012
CERT.No. : P180184

COMMENTS :

S.B. MAINTENANCE SERVICE CO.,LTD.

TESTED BY : S.Chat DATE : March 27, 2018 CHECKED BY : P.Sudtanon DATE : March 27, 2018
ACCEPTED BY : DATE : 27-March-2018 WITNESSED BY : DATE : 27.03.18

S.B. MAINTENANCE SERVICE CO., LTD.

PRESSURE GAUGE CALIBRATION REPORT

CUSTOMER : CEC Engineering And Construction(1998) Co.,Ltd.

RECORD No. : SB / CEC / 2018 / 06 / 13

TAG No. : CEC - PG - 60 - F

DESCRIPTION : -

MFGR. : ASHCROFT MODEL / TYPE : -

S/R.No. : -

CALIBRATION RANGE : 0 - 60 Kg/cm² STANDARD TEST GAUGE : Digital Test Gauge

%	INPUT (Kg/cm²)	DESIRED OUTPUT (Kg/cm²)	OUTPUT (Kg/cm²)				Absolute Error		% Accuracy (%)	
			AS FOUND		AS LEFT					
			INC.	DEC.	INC.	DEC.	INC.	DEC.	INC.	DEC.
0	0.00	0.00	0.00	0.00	-	-	-	-	-	-
25	15.00	15.00	15.00	15.00	-	-	-	-	-	-
50	30.00	30.00	30.00	30.00	-	-	-	-	-	-
75	45.00	45.00	45.00	45.00	-	-	-	-	-	-
100	60.00	60.00	60.00	60.00	-	-	-	-	-	-

TEST EQUIPMENT

<< INPUT PRESSURE >>

MFGR. : HAND PUMP ENERPAC

RANGE : 0 - 10,000 PSI

MODEL : P39 H2596M

S/R.No. : -

CERT.No. : -

<< STANDARD TEST GAUGE >>

MFGR. : Additel

RANGE : 0 - 140 Kg/cm² / Bar

MODEL : 681

S/R.No. : ZLIH16590012

CERT.No. : P180164

COMMENTS :

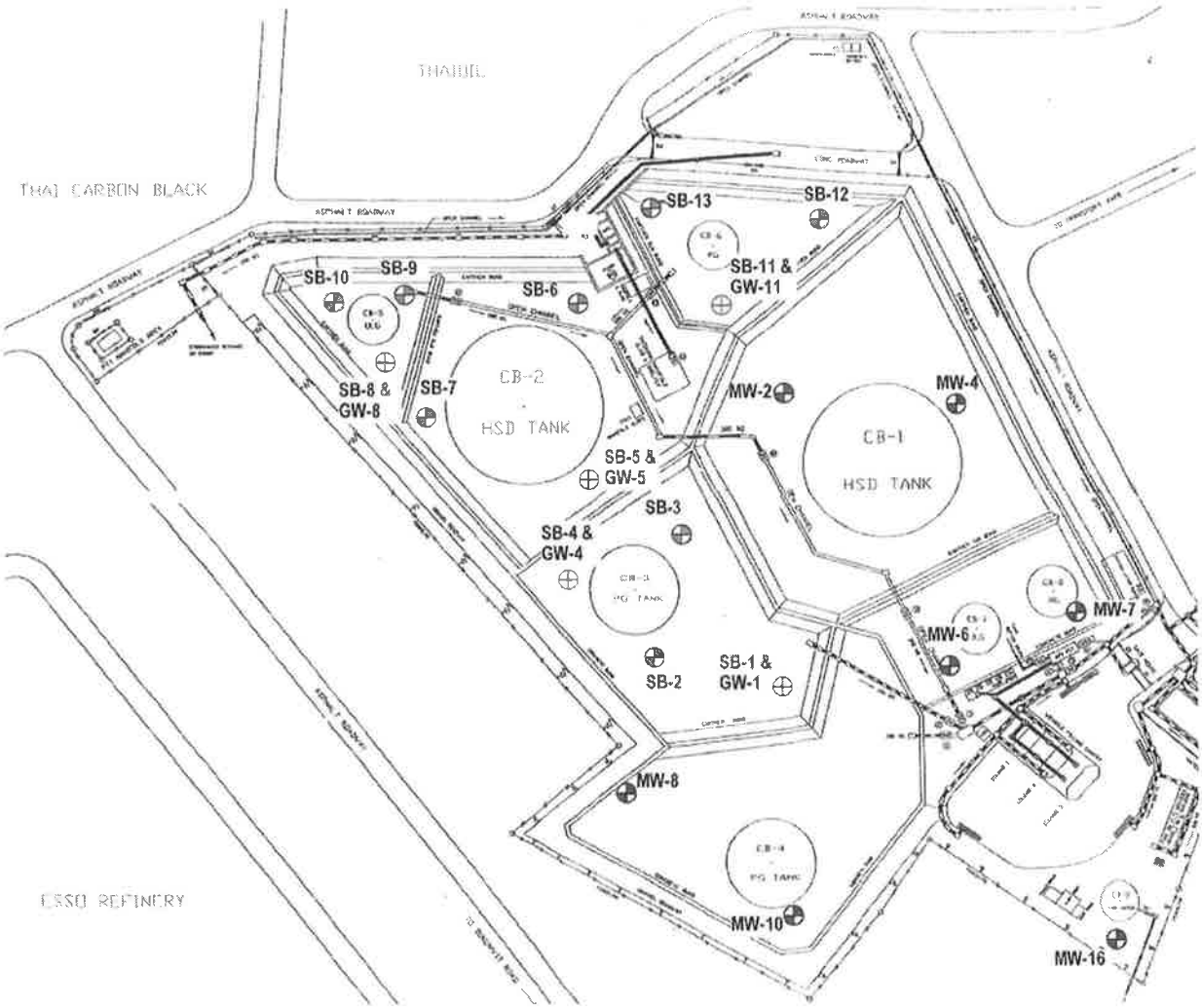
บริษัท เอส.บี. แอนด์ซัพพลาย เซอร์วิส จำกัด
SB
S.B. MAINTENANCE SERVICE CO.,LTD.

TESTED BY : S.Chet DATE : March 27, 2018 CHECKED BY : P.Sudsawa DATE : March 27, 2018

ACCEPTED BY : DATE: 27-March-2018 WITNESSED BY : DATE : 27-03-18

ภาคผนวก ข.4

แผนผังแสดงตำแหน่งบ่อตรวจสอบคุณภาพน้ำใต้ดินภายในบริษัท



ตำแหน่งตรวจวัดคุณภาพน้ำใต้ดิน

โครงการท่อส่งน้ำมัน บริษัท คูเวต ปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด

ภาคผนวก ข.5

เอกสารการอบรมพนักงานขับรถ

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
เลขที่ 129 – 129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอ ศรีราชา จังหวัด ชลบุรี 20230
โทรศัพท์ : +66 (033) 004 463 โทรสาร : +66 (038) 351 828, +66 (033) 135 030

Q8 Aviation

DATE/ วันที่	~~27 มิถุนายน 2566~~ 19 พฤษภาคม 2566 พิสดา.
TIME / เวลา	9.00-16.00 น.
TOPICS / หัวข้อที่อบรม	1. ความรู้เกี่ยวกับความปลอดภัย อาชีวอนามัย และสภาพแวดล้อมในการทำงาน 2. กฎหมายความปลอดภัย อาชีวอนามัย และสภาพแวดล้อมในการทำงาน 3. ข้อบังคับว่าด้วยความปลอดภัย อาชีวอนามัย และสภาพแวดล้อมในการทำงาน 1. KPIAC BMS Policy 2. KPI Quality Policy 3. RC 14001 Introduction 4. KPAT SSHE Induction 5. HSD SDS and SDS JP8 6. KPIAC PPE Policy a. Personal Protective Equipment Presentation 7. KPAT Emergency Response Procedure 8. Waste Segregation and Management 9. KPAT Alcohol and Drug Procedure 10. KPAT Permit to work Procedure a. PTW Presentation and Forms 11. KPIAC Working at High Policy a. Working at High Presentation b. Fall Protection Presentation 12. Hot work (Welding and Cutting) 13. Alpha Piper VDC 14. Contractor Safety VDC
TRAINER / COACH วิทยากร / ผู้สอนงาน	คุณรัสยา เกตุรารัตน์

Attendants List

รายชื่อผู้เข้ารับการอบรม

No. ลำดับที่	Name ชื่อ-สกุล	Company บริษัท	Position ตำแหน่ง	Result ผลการฝึกอบรม	Signature ลงนาม
1	นายวิรัตน์ บ่านบุญ	บริษัท เพอร์เฟค โลจิสติกส์ จำกัด	[redacted]		
2	นายชัด ทองสัมฤทธิ์	บริษัท เพอร์เฟค โลจิสติกส์ จำกัด			

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
เลขที่ 129 – 129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอ ศรีราชา จังหวัด ชลบุรี 20230
โทรศัพท์ : +66 (033) 004 463 โทรสาร : +66 (038) 351 828, +66 (033) 135 030

Q8 Aviation

No. ลำดับที่	Name ชื่อ-สกุล	Company บริษัท	Position ตำแหน่ง	Result ผลการฝึกอบรม	Signature ลงนาม
3	นายวุฒิพงษ์ โสสุด	บริษัท เพอร์เฟค โลจิสติกส์ จำกัด	[redacted]		
4	นายวีระ พงศ์โสภณ	บริษัท เพอร์เฟค โลจิสติกส์ จำกัด			
5	นายเอกนรินทร์ ธนาพิเชษฐ์	บริษัท เพอร์เฟค โลจิสติกส์ จำกัด			
6	นายณัฐวุฒิ หุ่นท่าไม้	บริษัท เพอร์เฟค โลจิสติกส์ จำกัด			
7	นายชานนท์ แป้นสุข	บริษัท เพอร์เฟค โลจิสติกส์ จำกัด			
8	นายชินกร นามสุทโธ	บริษัท เพอร์เฟค โลจิสติกส์ จำกัด			
9	นายธวัชชัย จำเรียง	บริษัท เพอร์เฟค โลจิสติกส์ จำกัด			
10	น.ส.เนตร์นภา เจริญอินทร์	บริษัท เพอร์เฟค โลจิสติกส์ จำกัด			
11	นายกรกฤษ เย็นเจริญ	บริษัท เพอร์เฟค โลจิสติกส์ จำกัด			

[redacted]

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
เลขที่ 129 – 129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอ ศรีราชา จังหวัด ชลบุรี 20230
โทรศัพท์ : +66 (033) 004 463 โทรสาร : +66 (038) 351 828, +66 (033) 135 030

Q8 Aviation

DATE/ วันที่	26 ธันวาคม 2565
TIME / เวลา	9.00-16.00 น
TOPICS / **หัวข้อที่อบรม**	1. ความรู้เกี่ยวกับความปลอดภัย อาชีวอนามัย และสภาพแวดล้อมในการทำงาน 2. กฎหมายความปลอดภัย อาชีวอนามัย และสภาพแวดล้อมในการทำงาน 3. ข้อบังคับว่าด้วยความปลอดภัย อาชีวอนามัย และสภาพแวดล้อมในการทำงาน 1. KPIAC BMS Policy 2. KPI Quality Policy 3. RC 14001 Introduction 4. KPAT SSHE Induction 5. HSD SDS and SDS JP8 6. KPIAC PPE Policy a. Personal Protective Equipment Presentation 7. KPAT Emergency Response Procedure 8. Waste Segregation and Management 9. KPAT Alcohol and Drug Procedure 10. KPAT Permit to work Procedure a. PTW Presentation and Forms 11. KPIAC Working at High Policy a. Working at High Presentation b. Fall Protection Presentation 12. Hot work (Welding and Cutting) 13. Alpha Piper VDO 14. Contractor Safety VDO
TRAINER / COACH **วิทยากร / ผู้สอนงาน**	คุณรัสยา เภตรารัตน์

Attendants List

รายชื่อผู้เข้ารับการอบรม

No. ลำดับที่	Name ชื่อ-สกุล	Company บริษัท	Position ตำแหน่ง	Result ผลการฝึกอบรม	Signature ลงนาม
1	นายสุทัย มุ่งกั้มกลาง	บริษัท มนต์ ทรานสปอร์ต จำกัด	[redacted]		
2	นายณนชัย บุญเทพ	บริษัท มนต์ ทรานสปอร์ต จำกัด			
3	นายอรรถพล หินเจริญ	บริษัท มนต์ ทรานสปอร์ต จำกัด			

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
เลขที่ 129 – 129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอ ศรีราชา จังหวัด ชลบุรี 20230
โทรศัพท์ : +66 (033) 004 463 โทรสาร : +66 (038) 351 828, +66 (033) 135 030

Q8 Aviation

No. ลำดับที่	Name ชื่อ-สกุล	Company บริษัท	Position ตำแหน่ง	Result ผลการฝึกอบรม	Signature ลงนาม
4	นายนนทนันท์ จันทรสอน	บริษัท มนต์ ทรานสปอร์ต จำกัด	[redacted]		
5	นายเฉลิมวุฒ สุระวิชัย	บริษัท มนต์ ทรานสปอร์ต จำกัด			
6	นายปริญญา มณีชัยธรรม	บริษัท มนต์ ทรานสปอร์ต จำกัด			
7					
8					
9					
10					
11					
12					
13					
14					
15					

[redacted]

ภาคผนวก ข.6

กิจกรรมชุมชนสัมพันธ์

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
เลขที่ 129 – 129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอ ศรีราชา จังหวัด ชลบุรี 20230
โทรศัพท์ : +66 (033) 004 463 โทรสาร : +66 (038) 351 828, +66 (033) 135 030

Q8 Aviation

ที่ KPAT 2022-486

18 พฤศจิกายน 2565

เรื่อง การส่งมอบอุปกรณ์ดับเพลิง เพื่อสนับสนุนการปฏิบัติงานของเทศบาลนครแหลมฉบัง

เรียน นายกเทศมนตรี เทศบาลนครแหลมฉบัง

สำเนาเรียน หัวหน้างานป้องกันและบรรเทาสาธารณภัยเทศบาลนครแหลมฉบัง

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด ตั้งอยู่เลขที่ 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรี 20230 มีความยินดีที่จะมอบอุปกรณ์ดับเพลิง เพื่อสนับสนุนการปฏิบัติงานของเทศบาลนครแหลมฉบัง ดังมีรายการต่อไปนี้

1. Fire Extinguisher Dry Chemical จำนวน 35 ถัง
2. Fire Extinguisher CO2 จำนวน 12 ถัง
3. Fire Extinguisher Foam F500 จำนวน 3 ถัง

ขอให้นำไปใช้เพื่อสนับสนุนการปฏิบัติงาน ของสำนักงานงานป้องกันฯ ทม.แหลมฉบังต่อไป

จึงเรียนมาเพื่อทราบ

ขอแสดงความนับถือ

[redacted]

(น.ส. รัสยา เภตรารัตน์)
ผู้จัดการด้านความปลอดภัย การรักษาความปลอดภัย สุขภาพ และสิ่งแวดล้อม

ลงนามผู้รับมอบ [redacted] (ตัวบรรจง)

ตำแหน่ง : [redacted]

โทรศัพท์/โทรส [redacted]

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
เลขที่ 129 – 129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอ ศรีราชา จังหวัด ชลบุรี 20230
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Q8 Aviation

เรื่อง การส่งมอบอุปกรณ์ดับเพลิง เพื่อสนับสนุนการปฏิบัติงานของเทศบาลนครแหลมฉบัง

No	รูปภาพ	ยี่ห้อ	model	Model or S/N	F/A	TYPE	สถานที่จัดเก็บ	จำนวน	สถานะ	หน่วยงานรับผิดชอบ (หน่วยงาน / บริษัท)
1		SATURN	Dry Chemical 15lb 10A,40B	X 1	EQ-CBT-0166	Fire extinguisher	F-EXT-10	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
2		SATURN	Dry Chemical 15lb 10A,40B	X 2	EQ-CBT-0167	Fire extinguisher	F-EXT-10	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
3		SATURN	Dry Chemical 15lb 10A,40B	X 3	EQ-CBT-0168	Fire extinguisher	FH-8	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
4		SATURN	Dry Chemical 15lb 10A,40B	X 4	EQ-CBT-0169	Fire extinguisher	FH-7	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
5		SATURN	Dry Chemical 15lb 10A,40B	X 5	EQ-CBT-0170	Fire extinguisher	F-EXT-12	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง

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6		SATURN	Dry Chemical 15lb 10A,40B	X 6	EQ-CBT-0171	Fire extinguisher	F-EXT-12	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
7		SATURN	Dry Chemical 15lb 10A,40B	X 7	EQ-CBT-0172	Fire extinguisher	F-EXT-13	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
8		SATURN	Dry Chemical 15lb 10A,40B	X 8	EQ-CBT-0173	Fire extinguisher	F-EXT-13	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
9		SATURN	Dry Chemical 15lb 10A,40B	X 9	EQ-CBT-0174	Fire extinguisher	F-EXT-14	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
10		SATURN	Dry Chemical 15lb 10A,40B	X 10	EQ-CBT-0175	Fire extinguisher	F-EXT-14	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง

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11		SATURN	Dry Chemical 15lb 10A,40B	X 11	EQ-CBT-0176	Fire extinguisher	F-EXT-15	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
12		SATURN	Dry Chemical 15lb 10A,40B	X 12	EQ-CBT-0177	Fire extinguisher	F-EXT-15	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
13		SATURN	Dry Chemical 15lb 10A,40B	X 13	EQ-CBT-0178	Fire extinguisher	F-EXT-16	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
14		SATURN	Dry Chemical 15lb 10A,40B	X 14	EQ-CBT-0179	Fire extinguisher	F-EXT-16	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
15		SATURN	Dry Chemical 15lb 10A,40B	X 15	EQ-CBT-0180	Fire extinguisher	Incoming HSD	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
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16		SATURN	Dry Chemical 15lb 10A,40B	X 16	EQ-CBT-0181	Fire extinguisher	Incoming HSD	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
17		SATURN	Dry Chemical 15lb 10A,40B	X 17	EQ-CBT-0182	Fire extinguisher	F-EXT-18	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
18		SATURN	Dry Chemical 15lb 10A,40B	X 18	EQ-CBT-0183	Fire extinguisher	F-EXT-18	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
19		SATURN	Dry Chemical 15lb 10A,40B	X 19	EQ-CBT-0184	Fire extinguisher	F-EXT-19	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
20		SATURN	Dry Chemical 15lb 10A,40B	X 20	EQ-CBT-0185	Fire extinguisher	F-EXT-19	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง

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21		SATURN	Dry Chemical 15lb 10A,40B	X 21	EQ-CBT-0186	Fire extinguisher	FH-6	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
22		SATURN	Dry Chemical 15lb 10A,40B	X 22	EQ-CBT-0187	Fire extinguisher	FH-5	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
23		SATURN	Dry Chemical 15lb 10A,40B	X 23	EQ-CBT-0188	Fire extinguisher	FH-4	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
24		SATURN	Dry Chemical 15lb 10A,40B	X 24	EQ-CBT-0189	Fire extinguisher	Infront of Lab room	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
25		SATURN	Dry Chemical 15lb 10A,40B	X 25	EQ-CBT-0190	Fire extinguisher	FH-3	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง

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26		SATURN	Dry Chemical 15lb 10A,40B	X 26	EQ-CBT-0191	Fire extinguisher	FH-2	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
27		SATURN	Dry Chemical 15lb 10A,40B	X 27	EQ-CBT-0192	Fire extinguisher	FH-X	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
28		SATURN	Dry Chemical 15lb 10A,40B	X 28	EQ-CBT-0193	Fire extinguisher	Infront of Fire Station	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
29		SATURN	Dry Chemical 15lb 10A,40B	X 29	EQ-CBT-0194	Fire extinguisher	Infront of Fire Station	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
30		SATURN	Dry Chemical 15lb 10A,40B	X 30	EQ-CBT-0195	Fire extinguisher	FH-9	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง

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31		SATURN	Dry Chemical 15lb 10A,40B	X 31	EQ-CBT-0196	Fire extinguisher	Guard house gate 1	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
32		SATURN	Dry Chemical 15lb 10A,40B	X 32	EQ-CBT-0197	Fire extinguisher	Guard house gate 1	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
33		SATURN	Dry Chemical 15lb 10A,40B	X-33	IPB-CBT-DC-XS1	Fire extinguisher	Slab CB-1	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
34		SATURN	Dry Chemical 15lb 10A,40B	X-34	-	Fire extinguisher	Slab CB-3	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
35		SATURN	Dry Chemical 15lb 10A,40B	X-35	-	Fire extinguisher	Slab CB-4	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง

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36		SATURN	10lb, Carbon dioxide (CO2)	C1	OET-CBT-0137 2/7	Fire extinguisher	Guest Room Operation Office	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
37		SATURN	10lb, Carbon dioxide (CO2)	C2	OET-CBT-0137 1/7	Fire extinguisher	Center Room Operation Office	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
38		SATURN	10lb, Carbon dioxide (CO2)	C3	OET-CBT-0137 3/7	Fire extinguisher	CCR Operation Office	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
39		SATURN	10lb, Carbon dioxide (CO2)	C4	OET-CBT-0137 6/7	Fire extinguisher	F-EXT-11	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
40		SATURN	10lb, Carbon dioxide (CO2)	C5	OET-CBT-0137 7/7	Fire extinguisher	F-EXT-11	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง

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41		SATURN	10lb, Carbon dioxide (CO2)	C6	OET-CBT-0137 4/7	Fire extinguisher	F-EXT-17	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
42		SATURN	10lb, Carbon dioxide (CO2)	C7	OET-CBT-0137 5/7	Fire extinguisher	F-EXT-12	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
43		FIRE KILLLER	10lb, Carbon dioxide (CO2)	C8	-	Fire extinguisher	Management Office	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
44		FIRE KILLLER	10lb, Carbon dioxide (CO2)	C9	-	Fire extinguisher	Management Office	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
45		SATURN	10lb, Carbon dioxide (CO2)	C10	-	Fire extinguisher	ห้องเก็บอุปกรณ์ดับเพลิง	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
46		SATURN	10lb, Carbon dioxide (CO2)	C11	OET-10190001	Fire extinguisher	หน้าห้อง LV	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง
47		SATURN	10lb, Carbon dioxide (CO2)	C12	OET-10190002	Fire extinguisher	หน้าห้อง HV	1.0	ใช้งานได้	บริจาคให้เทศบาลนครแหลมฉบัง

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
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ที่ KPAT 2022-485

17 พฤศจิกายน 2565

เรื่อง สนับสนุนงบประมาณเพื่อช่วยเหลือกองทุนเพื่อนช่วยเพื่อน

เรียน ประธานชุมชนบ้านอ่าวอุดม

ตามที่บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด ตั้งอยู่เลขที่ 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรี 20230 ได้รับหนังสือขอเชิญเข้าร่วมงานเลี้ยงกองทุนเพื่อนช่วยเพื่อน ในวันศุกร์ที่ 18 พฤศจิกายน 2565 ณ ศาลาประชาคมอ่าวอุดม โดยมีวัตถุประสงค์เพื่อหาทุนช่วยเหลือสมาชิกเมื่อเจ็บป่วยและเสียชีวิต ทางบริษัทฯ มีความประสงค์ที่จะมีส่วนร่วมในการช่วยเหลือกองทุนเพื่อนช่วยเพื่อนในครั้งนี้ โดยการขอมอบเงินสนับสนุน [redacted] เพื่อเป็นประโยชน์กับสมาชิกกองทุนเพื่อนช่วยเพื่อนต่อไป

จึงเรียนมาเพื่อทราบ

ขอแสดงความนับถือ

[redacted]

(น.ส. รัสยา เกตรารัตน์)
ผู้จัดการด้านความปลอดภัย การรักษาความปลอดภัย สุขภาพ และสิ่งแวดล้อม

ลงนามผู้รับมอบ [redacted] (ตัวบรรจง)

ตำแหน่ง :

โทรศัพท์/โทรส

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
เลขที่ 129 – 129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอ ศรีราชา จังหวัด ชลบุรี 20230
โทรศัพท์ : +66 (033) 004 463 โทรสาร : +66 (038) 351 828, +66 (033) 135 030

Q8 Aviation

ที่ KPAT 2022-057

4 พฤศจิกายน 2565

เรื่อง สนับสนุนงบประมาณในการจัดทำชุดกีฬาให้กับประชาชนและเยาวชนบ้านอ่าวอุดม

เรียน ประธานชุมชนบ้านอ่าวอุดม

ตามที่บริษัท คูเวต ปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด ตั้งอยู่เลขที่ 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรี 20230 ได้รับหนังสือขอสนับสนุงบประมาณในการจัดทำชุดกีฬาให้กับประชาชนและเยาวชนจากทางชุมชนบ้านอ่าวอุดม ทางบริษัทฯ มีความประสงค์ที่จะมีส่วนร่วมในกิจกรรมครั้งนี้ โดยการขอมอบเงิน [redacted] เพื่อเป็นประโยชน์ในการจัดทำชุดกีฬาให้กับประชาชนและเยาวชนบ้านอ่าวอุดมต่อไป

จึงเรียนมาเพื่อทราบ

ขอแสดงความนับถือ

[redacted]

(น.ส. รัสยา เภตรารัตน์)
ผู้จัดการด้านความปลอดภัย การรักษาความปลอดภัย สุขภาพ และสิ่งแวดล้อม

ลงนามผู้รับมอบ : [redacted] (ตัวบรรจง)

ตำแหน่ง : _____

โทรศัพท์/โทรสาร

บริษัท คูเวต ปิโตรเลียม เอวิเอชั่น (ประเทศไทย) จำกัด
เลขที่ 129 – 129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอ ศรีราชา จังหวัด ชลบุรี 20230
โทรศัพท์ : +66 (033) 004 463 โทรสาร : +66 (038) 351 828, +66 (033) 135 030

Q8 Aviation

ที่ KPAT 2022-058

4 พฤศจิกายน 2565

เรื่อง สนับสนุนของรางวัลงานประเพณีลอยกระทง 5-8 พฤศจิกายน 2565 ชุมชนบ้านแหลมฉบัง

เรียน ประธานชุมชนบ้านแหลมฉบัง

ตามที่บริษัท คูเวต ปิโตรเลี่ยม เอวิเอชั่น (ประเทศไทย) จำกัด ตั้งอยู่เลขที่ 129-129/1 หมู่ที่ 2 ตำบลทุ่งสุขลา อำเภอศรีราชา จังหวัดชลบุรี 20230 ได้รับหนังสือขอสนับสนุนของรางวัลในการจัดกิจกรม งานประเพณีลอยกระทง 5-8 พฤศจิกายน 2565 ณ ชุมชนบ้านแหลมฉบัง ทางบริษัทฯ มีความประสงค์ที่จะมีส่วนร่วมในกิจกรรมครั้งนี้ โดยการขอมอบของขวัญของรางวัลเพื่อใช้ในงานกิจกรรมสอยดาว จำนวน 12 ชิ้น [redacted] เพื่อเป็นประโยชน์กับทางชุมชนและร่วมสืบสานวัฒนธรรมประเพณีอันดีงามต่อไป

จึงเรียนมาเพื่อทราบ

ขอแสดงความนับถือ

[redacted]

(น.ส. รัสยา เภตรารัตน์)
ผู้จัดการด้านความปลอดภัย การรักษาความปลอดภัย สุขภาพ และสิ่งแวดล้อม

ลงนามผู้รับ [redacted] (ตัวบรรจง)

ตำแหน่ง : _____

โทรศัพท์/โ _____

ภาคผนวก ข.7

เอกสารการประกันภัยสาธารณะ

บริษัท เอไอจี ประกันภัย (ประเทศไทย) จำกัด (มหาชน)
AIG Insurance (Thailand) Public Company Limited
สำนักงานใหญ่ ชั้น 21-23 อาคารสยามพิวรรธน์ทาวเวอร์ เลขที่ 989 ถนนพระราม 1 แขวงปทุมวัน เขตปทุมวัน กรุงเทพฯ 10330
Head Office, 21st- 23rd Floor, Siam Piwat Tower, 989 Rama I Road, Patumwan, Bangkok 10330, Thailand
Office : 66 (0) 2649 1000 Call Center : 66 (0) 2649 1999
ทะเบียนเลขที่ บมจ. / Business Registration No. 0107554000283 | เลขประจำตัวผู้เสียภาษีอากร / Tax ID. 0107554000283

ORIGINAL

10 พฤษภาคม 2565

เรื่อง ขอยืนยันความคุ้มครองการประกันภัยความรับผิดตามกฎหมายจาก
ภัยอันเกิดจากการประกอบกิจการควบคุมตาม พรบ.ควบคุมน้ำมันเชื้อเพลิง

เรียน กรมธุรกิจพลังงาน

ตามที่ กรมธุรกิจพลังงาน ได้ออกประกาศเรื่อง หลักเกณฑ์และวิธีในการจัดให้มีการประกันภัยความเสียหายแก่ผู้ที่ได้รับความเสียหายแก่ชีวิต ร่างกาย หรือทรัพย์สินจากอัคคีภัย หรือการระเบิด อันเกิดจากการประกอบกิจการควบคุมประเภทที่ 3 นั้น และได้กำหนดให้มีการประกันภัยความเสียหายแต่ละแห่งของสถานที่ประกอบกิจการให้มีจำนวนเงินเอาประกันสำหรับความเสียหายที่เกิดขึ้นต่อครั้งสำหรับการเสียชีวิต

[redacted]

บริษัท เอไอจี ประกันภัย (ประเทศไทย) จำกัด (มหาชน) ในฐานะผู้รับประกันภัยความรับผิดตามกฎหมายของ บริษัท คูเวตปิโตรเลี่ยมเอวิเอชั่น (ประเทศไทย) จำกัด ใคร่ขอเรียนยืนยันว่า บริษัท คูเวตปิโตรเลี่ยมเอวิเอชั่น (ประเทศไทย) จำกัด ได้ทำการจัดทำกรมธรรม์ประกันภัยความรับผิดตามกฎหมายดังนี้

กรมธรรม์เลขที่	[redacted]
ระยะเวลาคุ้มครอง	ตั้งแต่วันที่ 1 พฤษภาคม 2565 ถึง วันที่ 30 เมษายน 2566
สถานที่	เลขที่ 129-129/1 หมู่ที่ 2 ต.ทุ่งสุขลา อ.ศรีราชา จ.ชลบุรี 20230
ธุรกิจ	จัดจำหน่ายน้ำมันเชื้อเพลิงสำหรับอากาศยาน

ได้มีความคุ้มครองสำหรับความเสียหายแก่ผู้ที่ได้รับความเสียหายแก่ชีวิต ร่างกาย หรือทรัพย์สินอันมีสาเหตุมาจากอัคคีภัย หรือการระเบิด อันเกิดจากการประกอบกิจการควบคุมประเภทที่ 3 ครบถ้วนตามที่กรมธุรกิจพลังงานกำหนดแล้ว

จึงเรียนมาเพื่อทราบ

ขอแสดงความนับถือ

[redacted]

กิตติมา มะลิผล
ผู้จัดการอาวุโส
บริษัท เอไอจี ประกันภัย (ประเทศไทย) จำกัด (มหาชน)

เอกสารสำคัญ โปรดอ่าน
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