

## **CONDITIONS FOR THE PROCUREMENT OF SERVICES/WORKS**

### **1 FORMATION OF CONTRACT**

1.1 These conditions (“**Conditions**”) should be read together with the terms, instructions and specifications specified in our purchase order and any of our documents attached thereto (“**Purchase Order**”) in relation to the services/works which are the subject of this order. These Conditions, the Purchase Order, the Supplier Code of Conduct as may be updated from time to time and which may be found at <https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf> (“**Supplier Code of Conduct**”) and the applicable terms of a contract (“**Contract**”) (if any) between the parties hereto for the services/works which are the subject of this order covered by the foregoing documents (“**this Order**”) (if any) shall, unless otherwise agreed to by us, constitute the entire agreement between the parties hereto in relation to such services/works, supersede and cancel all previous agreements, whether oral or written, between the parties, and shall apply to the exclusion of all other terms and conditions, including any terms or conditions which you may purport to apply under any quotation, sales offer or similar document. In the event of any conflict between these Conditions and the Purchase Order, these Conditions will prevail. In the event of any conflict between these Conditions and the Contract, or the Purchase Order and the Contract, the Contract will prevail. In the event of any conflict between these Conditions and the Supplier Code of Conduct, or the Purchase Order and the Supplier Code of Conduct, or the Contract and the Supplier Code of Conduct, the Supplier Code of Conduct will prevail.

1.2 Nothing in these Conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled, in relation to the services/works which are the subject of this order, by virtue of any statute or custom or any general law, local law or regulation.

1.3 The construction validity and performance of these Conditions and this order shall be governed by the law of Singapore.

1.4 References to “we”, “our” and “us” are to the relevant SATS group company being the purchaser of the services/works as stated in the Purchase Order, and references to “you” and “yours” are to the vendor providing the services/works as stated in the Purchase Order.

### **2 DELIVERY**

2.1 In regard to performance of this order by you, time is of the essence. The services/works shall be performed on the date and at the place stated in the Purchase Order, and in accordance with the instructions in the Purchase Order and any other relevant terms of this order, during normal business hours unless previously arranged otherwise.

### **3 SPECIFICATIONS, QUALITY TESTS, REJECTION AND WARRANTY**

3.1 The services/works performed must conform in all respects with the standards, drawings, specifications and other requirements or descriptions stated in the Purchase Order. All services/works must be performed in a sound manner, and be free from all defects including (to the extent if any, that you are responsible for design) defects in design, and insofar and to the extent that the services/works performed include or require the delivery of any goods for such performance (“**Goods**”), such Goods delivered must be of sound materials, workmanship and (where you are responsible for this) design and be free from any defects whatsoever, and shall be equal in all respects to relevant samples, or patterns provided by or accepted by us.

3.2 The performance of all and any of the services/works must pass the acceptance or any acceptance test of our inspector and such acceptance shall be at the sole and absolute discretion of the inspector. We shall be entitled to reject any services/works performed which does not conform completely in every respect with the terms of this order and in particular (but without prejudice to the generality of the foregoing) Conditions 3.1 and 3.5. Furthermore, if by the nature of the services/works and/or Goods, any defects therein or any failure thereof to conform as aforesaid does not or would not become apparent (despite the carrying out of any examination and/or such tests) until after use, we may reject the same even after a reasonable period of use.

3.3 Any Goods and/or services/works rejected under Condition 3.2 must at our request be replaced or re-performed as the case may be, by you at your expense; alternatively we may elect (at our option) to cancel this order as provided in Condition 8.2 in respect of the services/works in question and of the whole of the remainder of the services/works (if any) covered by this order (including in each case, for the avoidance of doubt, any Goods to be delivered in connection therewith). All rejected Goods will be returned to you at your expense.

3.4 Our signature, given on any delivery note, or any other confirmation or documentation, presented for signature in connection with the performance of the services/works, is evidence only of the fact that the services/works have commenced or been performed. In particular, it is not evidence that the services/works have been completed, or that they have been performed in compliance with the requirements of this order.

3.5 You will ensure that in all respects (except by way of design or specification where we have supplied the same) the services/works provided and the Goods (if any) delivered, comply with all relevant requirements of any statute,

statutory rule or order, or other instrument having the force of law, which may be in force when the services/works are performed and any Goods are delivered. In particular, without prejudice to the generality of the foregoing, all Goods capable of use as, or in any way likely to be used in the preparing or packing of, food or any other goods for human consumption or for use upon the human body shall contain nothing rendering them unsuitable for their purpose and shall comply with all relevant requirements relating to their sale and composition and to the use of preservative or colouring matter or other additives therein.

3.6 You warrant that the services/works performed and any Goods delivered shall be free from defects for a period of not less than twelve (12) calendar months (or such other time period as may be stipulated by us) from the completion date of the services/works and the acceptance date of the Goods. Any fault due to design, materials, workmanship or structural faults and/or the non-compliance of any other requirements which must be observed during this warranty period shall be made good by you at your own expense which shall include the cost of labour and replacement of Goods/parts.

### **4 PROPERTY, TITLE AND RISK**

4.1 Property and title in any Goods delivered in connection with any services/works performed shall pass to us, when they are delivered in accordance with Condition 2.1. Risk shall only pass on acceptance in accordance with Condition 3.2. Such passing of property shall be without prejudice to any right of rejection arising under these Conditions, in particular (but without prejudice to the generality of the foregoing) under Conditions 3.1–3.5 inclusive.

### **5 PRICES AND PAYMENT**

5.1 Prices, payment terms and currency shall be those specified in the Purchase Order.

### **6 INSURANCE**

6.1 Without prejudice to your obligations under these Conditions, you shall, at our request and at your own costs and expense, procure within reasonable time, and maintain in force such insurances, with one or more reputable insurers, in respect of such risks as are customary in the industry, or as we may otherwise reasonably request.

### **7 LIABILITY & INDEMNITY**

7.1 You shall indemnify us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which we may incur either at common law or by statute in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of ourselves or of any person for whom we are responsible) which shall have occurred in connection with any services/works executed by you against this order or shall be alleged to be attributable to some defect in any Goods.

7.2 Should you use any personnel (including any employees, agents, subcontractors or other representative) to execute services/works on our premises against this order, they shall be required to abide by the safety rules and other relevant regulations laid down by us from time to time. This order is given on the condition that (without prejudice to the generality of Condition 7.1) you will indemnify us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which we may incur either at common law or by statute (other than as a result of any default or neglect of ourselves or of any person for whom we are responsible) in respect of personal injury to, or the death of, any such personnel while on our premises whether or not such persons are (at the time when such personal injury or deaths are caused) acting in the course of their employment.

7.3 You will indemnify us against any and all loss, costs, expenses and liabilities caused to us whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by you of the agreed terms of this order or of any terms or obligations on your part implied by the law or by any other statute or statutory provision relevant to this order or to the services/works covered thereby. This indemnity shall not be prejudiced or waived by any exercise of our rights under Condition 3.3.

7.4 Whenever any sum of money is recoverable from or payable by you to us as a result of the operation of any of these Conditions or any breach by you of the same, such sum may be deducted by us from any sum then due or which at any time thereafter may become due to you under any other order or transaction placed or entered into by us with you.

7.5 We shall not be liable to you or any third party for any special, punitive, consequential, incidental or exemplary damages (including lost or anticipated revenues or profits relating to the same) arising from any claim relating to this order, whether such claims is based on warranty, contract, tort (including negligence or strict liability) or otherwise, even if we are advised of the possibility or likelihood of the same.

### **8 CANCELLATION**

8.1 If either you or we are delayed or prevented from performing any of our obligations under this order, by circumstances beyond the reasonable control of either of us notwithstanding reasonable diligence, foresight and care (including without limitation any form of government intervention, strikes and lock-outs relevant to this

order, or the breakdown of any plants concerned) such performance shall be suspended, and if it cannot be or is reasonably contemplated that it cannot be completed within a reasonable time after the due date as specified in or pursuant to this order, this order may be cancelled by either party. We will pay to you such sum as may be fair and reasonable in all the circumstances of the case in respect of services/works performed by you under this order prior to cancellation, and in respect of which we have received the benefit. This Condition can only have effect if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.

8.2 Subject to Condition 8.1, we reserve the right to cancel the whole or any part of this order or any consignment on account thereof, if the same is not completed in all respects in accordance with the instructions and specifications stated in the Purchase Order and with the foregoing Conditions, in particular (but without prejudice to the generality of the foregoing) with Conditions 2.1, 3.1 and 3.5. In the event of our cancelling this order as to all or any of the services/works covered thereby, (a) we shall be entitled to contract with a third party to perform services/works of a similar description and quality, bearing in mind our need to procure the services/works by the date or during the period specified in the Purchase Order, and (b) you shall be liable to reimburse to us on demand all expenditure incurred by us in connection with our said cancellation, including any increase in the price of any replacement or alternative services/works over that stated in the Purchase Order.

#### 9 CONFIDENTIALITY

9.1 You will keep secret and will not disclose to any third party (except subcontractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the subcontract) all information given by us in connection with this order, or which becomes known to you through your performance of service/works under this order. You will not mention our name in connection with this order or disclose the existence of this order in any publicity material or other similar communication to third parties without our prior consent in writing.

#### 10 NOTICES

10.1 All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and may be delivered personally or sent by prepaid registered post with recorded delivery, addressed to the intended recipient thereof at its address set out in the Purchase Order (or to such other address as a party may from time to time duly notify the other in writing). Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally) immediately or (if given or made by letter to an address within Singapore) two (2) days after posting and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed as a prepaid registered delivery letter.

#### 11 GENERAL

11.1 You shall not subcontract, assign, transfer or delegate any of your rights or obligations under these Conditions or any part thereof without our prior written consent, which consent may be given on such terms and subject to such conditions as we deem fit. Regardless of whether any consent is sought from us for any such subcontracting or delegation, you shall remain solely responsible to us for observing and complying with and the due performance of all your duties, obligations, undertakings, warranties and covenants set out in this order and the Purchase Order.

11.2 Conditions 1, 3.2, 3.6, 7, 8, 9, 10, 11 and 12 shall survive any cancellation of this order and shall remain in full force and effect as between the parties insofar as the same are not fulfilled or insofar as the same are required to be observed and performed by either party.

11.3 A person who or which is not party to these Conditions shall not have any right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any provision of these Conditions.

11.4 In case any provision in these Conditions shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of these Conditions but these Conditions shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

11.5 No failure on the part of either party to exercise, and no delay on its part in exercising, any right or remedy under these Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

11.6 No variation to these Conditions shall be binding unless agreed in writing between both parties' authorised representatives.

11.7 You shall comply with all laws and regulations.

11.8 You shall in your collection, processing, disclosure or other use of Personal Data (as defined in the Personal Data Protection Act of 2012 ("PDPA")), for any purpose arising out of or in connection with these Conditions, Purchase Order, Contract and/or this Order, adhere to the requirements of the PDPA.

11.9 You shall not, and shall ensure that your officers, servants and agents, at

any time, does not, directly or indirectly offer or give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any action in relation to these Conditions, Purchase Order, Contract and/or this Order, or for showing or forbearing to show favour to any person in relation to these Conditions, Purchase Order, Contract and/or this Order, whether or not such action shall comprise an offence under Chapter IX of the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241).

#### 12 DISPUTE RESOLUTION

12.1 These Conditions shall be governed by the laws of Singapore. Any dispute arising out of or in connection with these Conditions, including any question regarding the existence, validity or cancellation of this order, shall be referred to and finally resolved by the courts of Singapore.

#### 13 ELECTRONIC DATA INTERCHANGE

13.1 You may be required by us to sign up with SESAMi for transactions that will be performed by way of electronic data interchange, in which case, you shall bear all such costs and expenses relating thereto.