

SATS BRF FOOD PTE. LTD.

SATS FOOD SERVICES PTE. LTD.

and

(CONTRACTOR)

**MAINTENANCE AND SERVICING AGREEMENT
FOR THE MAINTENANCE AND REPAIR OF COMMERCIAL
VEHICLES (PM,CM,AIR-CONDITION SERVICING,OVERHAUL,
ADHOC REPAIR AND OTHER SERVICES) FOR THE PERIOD 1
NOVEMBER 2019 TO 31 OCTOBER 2022 (WITH OPTION FOR
EXTENSION FOR UP TO THREE [3] YEARS)**

TABLE OF CONTENTS

	Contents	Page
1.	Definitions and Interpretation	1
2.	Provision of Services.....	4
3.	Representations and Warranties.....	4
4.	Provision of Equipment	5
5.	Conduct While On Company's Premises	6
6.	Company's Supervisor	6
7.	Security Deposit.....	6
8.	Payment of Fees.....	7
9.	Remedies for Defects and Non-Conforming Services	8
10.	Liability and Indemnity	9
11.	Insurance	10
12.	Term and Termination.....	11
13.	Assignment	13
14.	Confidentiality	13
15.	Notices	13
16.	Arbitration.....	14
17.	Appointment of Process Agent	15
18.	Entire Agreement	15
19.	Variation and Amendment	15
20.	Invalidity	15
21.	Counterparts and Language.....	16
22.	Waiver	16
23.	Non-Exclusivity	16
24.	Relationship between the Parties	16
25.	Reasonableness.....	16
26.	Contracts (Rights of Third Parties) Act	16
27.	Governing Law and Jurisdiction	17

**MAINTENANCE AND SERVICING AGREEMENT FOR THE
MAINTENANCE AND REPAIR OF COMMERCIAL VEHICLES
(PM,CM,AIR-CONDITION SERVICING,OVERHAUL AND ADHOC
REPAIR) FOR THE PERIOD 1 NOVEMBER 2019 TO 31 OCTOBER
2022 (WITH OPTION FOR EXTENSION FOR UP TO THREE [3]
YEARS)**

This Maintenance and Servicing Agreement is made on _____ between:¹

- (1) **SATS BRF Food Pte Ltd** (Company Registration Number 201510244D) and/or **SATS Food Services Pte Ltd** (Company Registration 197300678G) , a company incorporated in Singapore and having its registered office at 20 Airport Boulevard, Singapore 819659 (the “**Company**”); and
- (2) _____ (Company Registration Number _____), a company incorporated in _____ and having its registered office _____ (the “**Contractor**”).

Whereas:

- (A) The Company wishes to obtain the Agreed Services (as defined below) for the Equipment (as defined below) at the Premises (as defined below) and appoint the Contractor to provide such services.
- (B) The Contractor has agreed to provide the Agreed Services to the Company, upon the terms and conditions hereinafter set forth.

It is agreed as follows:

1. Definitions and Interpretation

1.1 The terms and expressions hereinafter set out shall for the purposes of this Agreement have the following meanings, unless the context otherwise requires:

- 1.1.1** “**Addendum for Additional Services**” means a letter signed by the Company and the Contractor substantially in the form prescribed in Schedule 4.
- 1.1.2** “**Additional Services**” means any services relating to the Equipment other than the Agreed Services, described in an Addendum for Additional Services.
- 1.1.3** “**Affiliate**” in relation to any person (“the first mentioned person”) means any person (“the second mentioned person”) which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the first mentioned person, and

includes any other person which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the second mentioned person.

- 1.1.4 “**Agreed Services**” means the maintenance and other services relating to the Equipment as described in Appendix C4.
- 1.1.5 “**Agreement**” means the main body of this Maintenance and Servicing Agreement and any and all Schedules and Appendices annexed hereto and incorporating all amendments thereto, if any, effected by mutual agreement in writing.
- 1.1.6 “**Commencement Date**” means 1 November 2019 or such other date as the Parties may agree in writing.
- 1.1.7 “**Company’s Supervisor**” means such person(s) as the Company may assign from time to time to act as the “Company’s Supervisor” for the purposes of this Agreement.
- 1.1.8 “**Control**” in relation to any person means either of the following:
- (i) the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of a majority of the board of directors of that person; or
 - (ii) the ownership of not less than fifty per cent. (50%) of the total issued voting shares or stock in that person,
- and “**Controlled**” shall be construed accordingly.
- 1.1.9 “**Contractor’s Personnel**” means any officer, employee, servant, agent or permitted subcontractor of the Contractor assigned by the Contractor at any time to perform or provide the Services or any part thereof.
- 1.1.10 “**Defect**” in relation to any of the Services or Parts, means any defect, deficiency or flaw in design, material or workmanship or any other malfunction, failure or fault in operation (fair wear and tear only excepted) of that Service or Part.
- 1.1.11 “**Initial Period**” means the period commencing on the Commencement Date and ending on **the third anniversary** of the Commencement Date.
- 1.1.12 “**Non-Conforming Services**” shall have the meaning ascribed to it in Clause 9.2.
- 1.1.13 “**Parties**” means the Company and the Contractor, and “**Party**” means either of them.
- 1.1.14 “**Parts**” means any and all components, parts, materials, supplies and equipment required to be installed, fitted or provided for the due execution and completion of the Services in accordance with this Agreement, as may be stated in Schedule 2 reasonably be inferred from the nature of the Services.

- 1.1.15 “**Premises**” means SATS Maintenance Centre or such other place as the Company may from time to time notify the Contractor in writing.
- 1.1.16 “**Schedule of Rates for Agreed Services**” means the Schedule of Rates for Agreed Services annexed to this Agreement as Appendix C4 Annex C.
- 1.1.17 “**Security Deposit**” shall have the meaning ascribed to it in Clause 7.1.
- 1.1.18 “**Services**” means the Agreed Services and the Additional Services (if any), or any part thereof, including any and all miscellaneous and ancillary work which may reasonably be required for the due execution and completion of such services in accordance with this Agreement, whether or not expressly specified in this Agreement.
- 1.1.19 “**Standards**” means the standards required of the Contractor in the performance of the Services, being that of due skill, care and diligence, and the performance of such Services in an expeditious, and a proper and workmanlike manner and in accordance with best industry practices and recognised professional standards, and as may otherwise be set out in Schedule 2.
- 1.1.20 “**Equipment**” means the commercial vehicles (Appendix C4 Annex A) located at the Premises, as more particularly described in (schedule 1), together with all its Parts and includes any and all replacements, modifications, enhancements and/or additions made from time to time thereto.
- 1.1.21 “**\$**” means the lawful currency of the Republic of Singapore.
- 1.1.22 “**Term**” means the duration of the engagement of the Contractor under this Agreement, as determined in accordance with Clauses 12.1 and 12.2.
- 1.2 References to a statute or statutory provision include that statute or provision as from time to time modified, re-enacted or consolidated, whether before or after the date of this Agreement.
- 1.3 The headings and sub-headings of the provisions of this Agreement are to facilitate reference only and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation thereof.
- 1.4 Unless the context otherwise requires, in this Agreement:
- 1.4.1 words using the singular or plural number also include the plural or singular number, respectively; words denoting any gender shall include all genders;
- 1.4.2 the terms “**hereof**”, “**herein**”, “**hereby**”, “**hereto**” and similar words refer to this entire Agreement and not any particular Clause, or any other subdivision of this Agreement;
- 1.4.3 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 like import;

- 1.4.4 references to any **“person”** include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority;
- 1.4.5 references to any **“Clause”**, **“Schedule”** or **“Appendix”** or any other agreement or document in this Agreement shall be construed as references to the clauses, schedules or appendices of this Agreement, or such other agreement or document, as may be amended, modified or supplemented from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms; and
- 1.4.6 any reference to any Party shall be construed as a reference to such Party's successors and permitted assigns.
- 1.5 Notwithstanding anything to the contrary herein, in the event of any conflict between any of the terms of the main body of this Maintenance and Servicing Agreement and the terms of any Schedule or Appendix, those terms of the main body of this Maintenance and Servicing Agreement shall prevail.

2. **Provision of Services**

- 2.1 The Contractor shall as from the Commencement Date and for the duration of the Term provide to and perform for the Company the Services in accordance with this Agreement .
- 2.2 The Contractor shall be responsible for procuring and maintaining, as from the Commencement Date and for the duration of the Term and at its cost and expense, all licences, approvals and permits required by applicable law for the performance of the Services.
- 2.3 The Company may from time to time request that the Contractor provide to and perform for the Company services in addition to the Services. The Contractor will use its best efforts to accommodate the Company's request and shall discuss in good faith with the Company the terms and conditions for the provision and performance of such services. The Parties will execute an Addendum for Additional Services for such services.

3. **Representations and Warranties**

- 3.1 The Contractor undertakes, represents and warrants that:
- 3.1.1 this Agreement is enforceable against the Contractor in accordance with its terms and conditions and that all corporate and governmental approvals, consents, licenses and permits required for the Contractor to validly enter into and perform its obligations under this Agreement have been obtained and will continue in force for the duration of the Term;
- 3.1.2 the execution and delivery of, and performance by it of its obligations under this Agreement will not result in a breach of, or constitute a default under, any

agreement or licence to which it is a party or by which it is bound and which is material in the context of the transactions contemplated by this Agreement;

- 3.1.3 the Contractor possesses and shall continue to possess at all times during the Term all expertise, resources, knowledge and skills required for the due and proper performance of the Services in accordance with the Standards;
 - 3.1.4 each of the Contractor's Personnel is competent, properly qualified and possesses the relevant experience;
 - 3.1.5 all Services provided under this Agreement shall at all times be performed in accordance with the Standards and to the satisfaction of the Company, and shall be free from any Defect, and all Parts provided or installed by the Contractor in connection with the Services shall be free from any Defect and fit for the purposes for which they are intended to be used;
 - 3.1.6 the Contractor, the Contractor's Personnel and any other person responsible for providing and performing the Services will at all times duly comply with all laws, regulations and directives applicable to it, and shall ensure that the Services are provided and performed in a manner which does not infringe any applicable law, regulation or directives;
 - 3.1.7 the Contractor shall conform in every respect with such safety and security rules and regulations as the Company may prescribe in connection with entering onto or remaining at the Premises;
 - 3.1.8 the Contractor shall no later than the Commencement Date, and from time to time where any officer, employee, servant, agent or permitted subcontractor of the Contractor is assigned to be Contractor's Personnel, provide the Company with the particulars (including the name, address, nationality, passport number, work permit number, contact number and relevant experience) of each person comprising the Contractor's Personnel for the time being and such other information and with such detail as the Company may from time to time require; and
 - 3.1.9 the Contractor shall as and when directed by the Company's Supervisor replace any of the Contractor's Personnel with such other person as is acceptable to the Company.
- 3.2** The undertakings, representations and warranties in Clause 3 shall be separate and independent and shall not be limited by reference to any other sub-clause of Clause 3.1 or by anything in this Agreement, and shall be in addition to and without prejudice to any other warranties implied or otherwise deemed to be incorporated pursuant to the Singapore Sale of Goods Act (Chapter 393).

4. Provision of Equipment

- 4.1** The Contractor shall at its own cost and expense procure and provide any and all supervision, labour, transport, tools, equipment, plant, materials, consumables and

facilities which may be necessary or desirable for the due performance and completion of the Services or incidental thereto.

5. Conduct While On Company's Premises

5.1 When entering on the Premises for any purpose as contemplated under this Agreement, the Contractor shall ensure that each of the Contractor's Personnel shall at all times while at the Premises conform in every respect with such instructions, requirements, rules and regulations as the Company may prescribe pertaining to the entry by and presence and conduct of such personnel while on the Premises. The Contractor and the Contractor's Personnel shall use due care to avoid damage in relation to any person or property and to cause as little disturbance and inconvenience as possible to the Company, its officers, directors, shareholders, agents and employees, or any occupier of the Premises.

5.2 The Company may deny any person entry to the Premises or expel any person thereon if such person fails to comply with any such rule or regulation or fails to comply with any reasonable request or instruction as may be made or given by or on behalf of the Company.

5.3 The Company shall not be liable for any inconvenience, loss, damage, cost or expense arising from the Company's refusal to permit or delay in permitting entry to any person onto the Premises or expulsion of any person therefrom pursuant to Clause 5.2. Any such refusal, delay or expulsion shall not in any way affect or relieve the Contractor from the Contractor's obligations under this Agreement.;

<https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf>

6. Company's Supervisor

6.1 The Company's Supervisor shall be responsible for managing and overseeing the provision and performance of the Services on behalf of the Company on a day-to-day basis. The Company's Supervisor shall not have any authority to agree to any amendment or revision to any term of this Agreement. Save as aforesaid, the Contractor shall accept and execute any request (including any Addendum for Additional Services), direction and/or instruction made or given by or on behalf of the Company's Supervisor in connection with the Services and any such request, direction and/or instruction made or given by the Company's Supervisor shall be deemed to have been made or given to the Contractor by the Company.

6.2 The Company's Supervisor shall at all reasonable times have access to the offices and such other places of the Contractor where the Services are being provided and performed.

7. Security Deposit

7.1 The Contractor shall, no later than the Commencement Date, pay the Company an amount equal to five per cent. (5%) of the value of this Agreement ("**Security Deposit**"), or in lieu of such payment, provide the Company with a banker's guarantee issued by a bank approved by, and on such terms and conditions as may be prescribed by, the Company.

- 7.2** Any payment pursuant to Clause 7.1 shall constitute security for the payment of any sum due and payable to the Company from the Contractor as liquidated damages, compensation or otherwise, and the Company shall be entitled to retain the amount of such payment until the expiry or termination of the Term, and may utilise at any time the whole or any part of such payment in payment of any sum due to the Company from the Contractor. The Company shall not be required to pay any interest on the Security Deposit. In any event, nothing herein shall be construed as in any way limiting the Company's right of recovery against the Contractor to the amount of the Security Deposit.
- 7.3** In the event that the Contractor provides the Company with a banker's guarantee in lieu of paying the Company the amount of the Security Deposit:
- 7.3.1** the Company may, but shall not be obliged to, invoke the banker's guarantee and recover therefrom in respect of any sum due and payable to the Company from the Contractor without prejudice to any other rights or remedy which may be available to the Company whether under this Agreement or at law; and
- 7.3.2** without prejudice to the Company's rights to prescribe any other term or condition under Clause 7.1, the Contractor shall procure that the date specified in such banker's guarantee as the "expiry date" is successively extended so that demands under the banker's guarantee can continue to be validly made by the Company and honoured by the issuing bank at any time throughout the period from the date of issuance of such banker's guarantee up to the expiry or termination of the Term.
- 7.4** The Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate at any time after the Contractor neglects or fails in any way to observe, carry out, fulfil or discharge any of its obligations under this Agreement or any representation or warranty by the Contractor under this Agreement is or becomes untrue or incorrect or is breached in any respect. Without prejudice to the foregoing, in the event that the Contractor shall neglect or fail in any way to observe, carry out, fulfil or discharge any of its obligations under Clause 7.3.2, the Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate and to retain any and all amounts paid by the issuing bank under the banker's guarantee until the Contractor shall have discharged and performed all its obligations under this Agreement, and to utilise such amounts at any time to settle any sum due from the Contractor to the Company in connection with this Agreement.
- 7.5** Any demand made by the Company under the banker's guarantee and any payment received by the Company thereunder shall not preclude, affect or restrict the exercise of any rights by the Company under this Agreement or any legal remedy or relief to which the Company is entitled arising from any breach of the Contractor or any matter or event in respect of or pursuant to which the demand is made and any sum received by the Company as payment under the banker's guarantee shall be applied by the Company towards any sum due or payable by the Contractor to the Company (whether as damages or otherwise).

8. Payment of Fees

- 8.1** In consideration of the Contractor providing and performing the Agreed Services in accordance with this Agreement, the Company shall pay the Contractor a fee in accordance with the Schedule of Rates for Agreed Services.
- 8.2** Where the Parties have concluded any Addendum for Additional Services, the Company shall pay the Contractor a fee, at the rates prescribed by that Addendum for Additional Services, for the Additional Services provided and performed by the Contractor in accordance with that Addendum for Additional Services.
- 8.3** The Contractor shall prepare and render on the Company invoice(s) for the fees payable under this Agreement (or part thereof) in accordance with the Schedule of Rates for Agreed Services, and each invoice rendered by the Contractor shall contain such detail and be accompanied by such supporting documentation or certifications as may be set out in the Schedule of Rates for Agreed Services, and as the Company may otherwise require.
- 8.4** Any sum due to the Contractor under this Agreement (whether in respect of fees or otherwise) shall be paid in \$ within sixty (60) days of the date of receipt (or the last date of receipt, as the case may be) by the Company of the Contractor's invoice prepared in accordance with the terms of this Agreement, and such other documentation or certification as referred to in Clause 8.3, by telegraphic transfer to such account of the Contractor with such bank as the Contractor may designate from time to time for such purpose, or by way of cheque or by such other means as the Parties may hereafter agree.
- 8.5** The Company shall bear and pay to the Contractor all goods and services tax imposed or levied in respect of the provision of the Services.
- 8.6** Save as otherwise expressly provided in this Clause 8 or as mutually agreed in writing between the Parties from time to time, the Contractor shall not be entitled to any fee, remuneration, payment, reimbursement, indemnity or compensation from the Company in connection with the performance and discharge by the Contractor of its obligations under this Agreement.
- 8.7** The Company may, to the extent permitted by law, deduct from or set-off any amount due and payable to the Contractor from the Company against any payment or sum due and payable to the Company and/or any of its Affiliates from the Contractor, whether under this Agreement or otherwise and whether as damages or otherwise.

9. Remedies for Defects and Non-Conforming Services

- 9.1** Without prejudice to the generality of Clause 9.2, if any Defect appears in any aspect of the Services (or any of the Parts) within a period of twelve (12) months following the completion of that aspect of the Services or the provision or installation of such Parts (as the case may be), the Contractor shall rectify such Defect without any cost to the Company. If the Contractor fails to make good any Defect to the satisfaction of the Company within a reasonable time of being instructed to do so by the Company, the

Company may proceed to carry out any and all such rectification (including without limitation all removal, engineering, replacement of material and reinstallation as may be necessary) and the Contractor shall promptly reimburse the Company upon demand all costs incurred thereby.

9.2 If any of the Services required to be performed by the Contractor under this Agreement is or are not performed, or performed incompletely or otherwise than in accordance with this Agreement ("**Non-Conforming Services**"), the Company shall not be required to pay the Contractor the fees for those Non-Conforming Services, and:

9.2.1 the Company may, at its sole discretion and in addition to any other rights of the Company under this Agreement or at law:

- (i) by written notice to the Contractor, require the Contractor to re-execute or rectify or remedy the Non-Conforming Services to the satisfaction of the Company at the Contractor's own cost and expense; and/or
- (ii) take such action and make such arrangement as it otherwise thinks appropriate to rectify or remedy the failure, including engaging any other person to provide and complete those Non-Conforming Services by such means and in such manner as the Company may consider appropriate in the circumstances; and

9.2.2 the Contractor shall pay the Company on demand the total of:

- (i) the amount by which the total of the costs and expenses incurred by the Company as a consequence exceeds the total fees which would otherwise have been payable by the Company to the Contractor for the performance of the Services which are Non-Conforming Services/; and
- (ii) liquidated damages for Non-Conforming Services based on the requirements specified against such Services in Para 6 set out in Schedule 2, in the amounts and on such terms as are specified Para 6 in Schedule 2.

9.3 Any amounts payable by the Contractor to the Company pursuant to Clause 9.1 and/or Clause 9.2 shall be recoverable as a debt due from the Contractor to the Company, and without limiting the generality of Clause 8.7, may at the Company's election be deducted from and set-off against any amount due from the Company to the Contractor.

9.4 The duties, liabilities and obligations of the Contractor under this Agreement shall not be deemed waived, released or relieved by the Company's Supervisor's inspection of, review of, approval or acceptance of, or payments to the Contractor for the Services, or any part thereof.

10. Liability and Indemnity

10.1 The Company shall have no responsibility (whether to the Contractor or otherwise) in respect of any losses which are not reasonably foreseeable, any indirect or consequential losses, any loss of profit, use, anticipated savings, goodwill, reputation or business contracts, or any other form of pure economic loss, or any loss or damage suffered by the

Contractor as a result of, or in connection with, any claim brought against the Contractor by any third party, howsoever arising (whether in contract, tort or otherwise) and even if the Company had been advised of the possibility or likelihood of the same.

10.2 the Contractor shall indemnify the Company and its Affiliates against all claims, liabilities, expenses, costs, loss or damage of whatever nature (including legal costs on a full indemnity basis incurred by the Company) brought against, suffered or incurred by the Company arising out of or in connection with this Agreement or the Contractor's performance or purported performance of or failure to perform the Services (other than any delay in respect of which liquidated damages are paid to the Company in accordance with Clause 9.2), including without prejudice to the generality of the foregoing:

10.2.1 any breach of any term of this Agreement by the Contractor;

10.2.2 any death of or injury to any person and/or loss of or damage to any property which may arise out of or in consequence of the provision of the Services and/or the presence of the Contractor or the Contractor's Personnel on the Premises;

10.2.3 any statement, act, omission, fraud, misconduct, negligence or default whatsoever of the Contractor or the Contractor's Personnel (which the Contractor agrees it shall be fully and solely liable and responsible for); and

10.2.4 any enforcement or attempted enforcement by the Company of its rights or remedies against the Contractor.

11. Insurance²

11.1 Without prejudice to the Contractor's obligations under Clause 10, the Contractor shall effect and maintain at its sole cost, at all times during the Term, **[such insurances as the Company may [reasonably] require and/or as may otherwise be necessary in accordance with industry and/or best practice standards]/[the insurances set out in Error! Reference source not found. with one or more insurers satisfactory to the Company].**

11.2 The Contractor shall provide the Company with a certificate issued by the Contractor's insurer evidencing all the insurance coverage in Clause 11.1 prior to the Commencement Date. The certificate shall state, *inter alia*, the following:

11.2.1 the Company shall be given not less than **[•]** days' prior written notice of any change restricting or reducing insurance coverage or the cancellation of any insurance coverage; and

11.2.2 the insurer unconditionally waives all subrogation rights it may have against the Company and its Affiliates.

11.3 The Contractor shall, whenever required, produce for the Company's inspection the policy or policies of insurance and the receipts for payment of the current premiums.

11.4 If the Contractor fails upon request to produce to the Company satisfactory evidence that there is in force any of the insurances required under this Clause 11 at any time, then and in any such case the Company:

11.4.1 may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor; and

11.4.2 will be entitled at its absolute discretion to withhold all payments which would otherwise be due to the Contractor under this Agreement until such evidence has been produced to the Company.

12. Term and Termination

12.1 The Term shall commence on the Commencement Date and continue in force for the duration of the Initial Period until and unless terminated in accordance with the provisions of this Clause 12.

12.2 Upon the expiry of the Initial Period, the Company shall have the option to extend the Term will for a further period of three (3) years until and unless terminated in accordance with the provisions of this Clause 12.

12.3 The Company shall have the right to terminate the Term at any time by giving to the Contractor three (3) months' notice in writing.

12.4 Notwithstanding anything to the contrary contained herein, the Company may at its sole discretion terminate the Term immediately with respect to any or all of the Services by giving written notice to the Contractor if:

12.4.1 the Contractor commits any breach of any term of this Agreement and, in the case of a breach which is capable for remedy, fails to remedy the same within fourteen (14) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied. For the purposes of this Clause 12.5.1, a breach shall be considered capable of remedy if the Contractor can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence);

12.4.2 the total amount of liquidated damages payable by the Contractor under Clause 9.2 amount to or are in excess of the full amount of the Security Deposit;

12.4.3 any mortgagee, chargee or encumbrancer takes possession or a receiver is appointed over any part or all of the undertaking or property or assets of the Contractor;

12.4.4 the Contractor makes any voluntary arrangement with its creditors or becomes subject to an administration order;

- 12.4.5 an order of court is made to wind up the Contractor or to place it under judicial management or a resolution is passed by the members of the Contractor for its winding up or liquidation;
 - 12.4.6 any distress or execution is levied or enforced in relation to any of the assets of the Contractor;
 - 12.4.7 the Contractor ceases, or threatens to cease, to carry on business or becomes insolvent or admits in writing its inability to pay its debts when due;
 - 12.4.8 the Contractor offers, gives or agrees to give, or has offered, given or agreed 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 the obtaining or execution of this Agreement;
 - 12.4.9 the Contractor shows or forbears to show favour to any person in relation to any agreement with the Company, or if similar acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor); or
 - 12.4.10 in relation to any agreement with the Company, the Contractor or any person employed by it or acting on its behalf commits any offence under the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241), or abets or attempts to commit such an offence, or gives any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act.
- 12.5** Nothing in this Agreement shall prejudice the rights and obligations which have accrued prior to the end of the Term or preclude either Party from claiming against the other Party in respect of any loss or damage arising from or incurred as a result of any breach of any of the provisions of this Agreement occurring prior to or on the last day of the Term. Further, the termination of the Term shall not affect the respective continuing rights and obligations of the Parties under any other provision of this Agreement which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.
- 12.6** On the termination of the Term, the Contractor shall, unless otherwise expressly directed in writing by the Company's Supervisor, remove its property that has not been retained by the Company as well as its personnel on the Premises.
- 12.7** If the Term is terminated before the due completion of all the Services, then subject to the Contractor having fulfilled all its obligations under the terms of this Agreement (to the extent that they may be fulfilled) and without prejudice to any sums which are payable by the Contractor to the Company pursuant to any term of this Agreement, the Company shall pay the Contractor, on a *quantum meruit* basis, for all work done in relation to the Services up to the date of such termination, PROVIDED THAT the amount of such payment(s) aggregated with all other payment(s) made by the Company to the Contractor pursuant to the terms of this Agreement shall not exceed the total of the fees payable under Clause 8.

12.8 The right of termination conferred by this Clause 12 is in addition to and not in derogation of any other right of termination of the Term conferred under any other provision of this Agreement.

13. Assignment

13.1 Neither Party may assign, delegate or transfer its rights or benefits and/or obligations under the terms of this Agreement to any third party without the prior written consent of the other Party, provided that the Company may assign its rights and benefits under the terms of this Agreement to any of its Affiliates, and in the event of such assignment, the duties and obligations of the Company under this Agreement may be performed by its assignee in lieu of the Company.

13.2 Further, notwithstanding any consent given by the Company for any assignment, delegation or transfer of the Contractor's rights or benefits and/or obligations under the terms of this Agreement, the Contractor shall remain solely responsible to the Company for observing and complying with and the due performance of all the duties, obligations, undertakings, warranties and covenants of the Contractor set out in this Agreement.

14. Confidentiality

14.1 The Contractor acknowledges that all information relating to the Company and/or its operations are confidential and belong to the Company. The Contractor shall maintain and cause to be maintained the confidentiality of all such information, and shall not without the prior written consent of the Company (which shall not be unreasonably withheld), copy or use or disclose any such information whether during or after the termination of the Term to any person save and to the extent that such use or disclosure is necessary:

14.1.1 for the discharge of the Contractor's obligations under this Agreement; or

14.1.2 for financial reporting purposes of the Contractor; or

14.1.3 to comply with statutory or regulatory requirements in Singapore; or

14.1.4 in the prosecution or defence of any legal action in any court of law.

Notwithstanding the above, the Contractor shall not disclose any of the confidential information referred to above in this Clause 14.1 to any of the Contractor's Personnel unless and until the Contractor has placed such Contractor's Personnel under undertakings of confidentiality and containing similar conditions provided in Clause 14.1, and the Contractor in any event undertakes full responsibility for the maintenance and preservation of the confidentiality of any confidential information disclosed by the Contractor to the Contractor's Personnel and the due compliance by such Contractor's Personnel of the conditions of such undertakings to the same extent as if they were undertaken by the Contractor.

15. Notices

- 15.1** Any notice, demand or other communication to either Party by the other shall be given in writing and delivered to the addresses or facsimile numbers set out hereunder. Such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile) immediately or (if given or made by letter to an address within Singapore) five (5) days after posting.

To the Company:

SATS BRF Food Pte Ltd and/or SATS Food Services Pte Ltd

20 Airport Boulevard

Singapore 819659

Facsimile No.:

Attention: Manager Maintenance

To the Contractor:

Facsimile No.: _____

Attention: _____

16. Arbitration

- 16.1** Any dispute, controversy or disagreement arising out of or relating to this Agreement, including any question regarding its existence, validity or termination (“**Dispute**”) shall be referred for determination or resolution in an arbitration conducted by the Singapore International Arbitration Centre (“**SIAC**”) and in accordance with the SIAC Rules (“**Rules**”) except to the extent that the Rules conflict with the provisions of this Clause 16, in which event the provisions of this Clause 16 shall prevail and apply.
- 16.2** The number of arbitrators shall be one (1), the place of the arbitration shall be Singapore, and the language of the arbitration shall be English.
- 16.3** Any decision or award of the arbitral tribunal shall be final and binding upon the Parties to the arbitration proceeding. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found, and that a court ruling upon enforcement of the arbitral award may be entered in any court having jurisdiction thereof. The Parties also hereby irrevocably waive and exclude any right to appeal to any court in any jurisdiction against any such decision or award, or to seek any review or revision of any such decision or award by any court in any jurisdiction. The foregoing shall be without prejudice to the rights of either Party to refer any Dispute to the courts for resolution where necessary to preserve the subject matter of the action by way of injunctive or declaratory proceedings.

17. Appointment of Process Agent

- 17.1** The Contractor hereby irrevocably appoints [•] of [•] as its agent to accept service of process in Singapore in any legal action or proceeding arising out of this Agreement, service upon whom shall be deemed valid service whether or not the process is forwarded to or received by the Contractor.
- 17.2** The Contractor shall inform the Company, in writing, of any change in the address of its process agent within twenty-eight (28) days of such change.
- 17.3** If such process agent ceases to be able to act as such or to have an address in Singapore, the Contractor irrevocably agrees to appoint a new process agent in Singapore acceptable to the Company and to deliver to the Company within fourteen (14) days a copy of a written acceptance of appointment by its new process agent.
- 17.4** Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law [or the right to bring proceedings in any other jurisdiction for the purposes of the enforcement or execution of any judgment or other settlement in any other courts.

18. Entire Agreement

- 18.1** This Agreement supersedes and cancels all previous agreements, warranties and undertakings whether oral or written, express or implied, given or made by or between the Parties, and constitutes the entire agreement between the Parties in respect of the matters set out herein, and save as expressly provided for in this Agreement, no other terms and conditions shall be included or implied.

19. Variation and Amendment

- 19.1** No variation, amendment or rescission of this Agreement shall bind either Party unless made in writing and signed by both Parties. Unless expressly agreed, no variation or amendment shall constitute a general waiver of any provision of this Agreement, nor shall it affect any right, obligation or liability under or pursuant to this Agreement which have already accrued up to the date of such variation or amendment, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied or amended.

20. Invalidity

- 20.1** If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. The Parties agree to amend or replace any invalid, illegal or unenforceable provision of this Agreement by valid, legal and enforceable provisions which achieve, to the greatest extent possible and in the interests of the Parties hereto, the economic and all other purposes of the invalid, illegal or unenforceable provision.

21. Counterparts and Language

21.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

22. Waiver

22.1 The failure of either Party to insist upon a strict performance of any term or provision of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment in the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect throughout the term of this Agreement. No waiver by either Party of any term or provision thereof shall be deemed to have been made unless expressed in writing and signed by an authorised representative of such Party.

23. Non-Exclusivity

23.1 The Contractor acknowledges and agrees that it may not be the exclusive provider of the Services to the Company, and the Company may procure the Services or services similar to the Services from or otherwise conduct business with other parties who may be in competition, whether directly or indirectly, with the Contractor.

24. Relationship between the Parties

24.1 The Contractor shall for the purposes of this Agreement be deemed to be an independent contractor, and nothing contained in this Agreement is intended nor shall it be regarded as constituting a partnership, agency, joint venture or fiduciary relationship between the Parties.

25. Reasonableness

25.1 Each Party to this Agreement confirms it has received independent legal advice relating to all the matters provided for in this Agreement, including the provisions of this Clause, and agrees, having considered the terms of this Clause and the Agreement as a whole, that the provisions of this Agreement are fair and reasonable.

26. Contracts (Rights of Third Parties) Act

26.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Agreement, save that any of the Company's Affiliates may enforce and rely on the provisions of Clauses 8.7 and 10.2 to the same extent as if it were a party to this Agreement, provided nevertheless that the Term may be terminated and any term of this Agreement may be amended or waived without the consent of any of such Affiliates.

27. Governing Law and Jurisdiction

27.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.

27.2 Subject to the dispute resolution provisions in Clause 16, the Parties submit unconditionally to the exclusive jurisdiction of the courts of Singapore.

In witness whereof this Agreement has been entered into on the date stated at the beginning.

The Company

SIGNED by _____
(Name and designation)

for and on behalf of
SATS AIRPORT SERVICES PTE LTD

in the presence of:

(Name and designation of witness)



(Signature & Company Stamp)

(Signature of Witness)

The Contractor

SIGNED by _____
(Name and designation)

for and on behalf of
(Vendor Name)

in the presence of: _____
(Name and designation of witness)



(Signature & Company Stamp)

(Signature of Witness)

Schedule 1

EQUIPMENT LIST
SEE ANNEX A

Schedule 2
Agreed Services

See Appendix C4

Schedule 3 Insurances

1. The Contractor shall effect and maintain at its sole cost, at all times during the Term, the following insurances:
 - 1.1 public liability policy against any risks arising out of fire, theft, occurrences on the Premises and such other risks as are customarily insured in a public liability policy, with the following limits of indemnity:
 - 1.1.1 for any one accident, not less than \$1,500,000 per claim; and
 - 1.1.2 for any one period of indemnity, unlimited;
 - 1.2 Workmen's Compensation Insurance against liability arising under the Workmen's Compensation Act (Chapter 354) and at common law arising out of the master-servant relationship, which shall contain the following endorsements:
 - 1.2.1 **Endorsement A** - If any workmen employed by the insured or by the insured's contractors as referred to in Endorsement B herein or any dependent of such workman, brings or makes a claim under any Workmen's Compensation legislation in force in Singapore against the Company and its related corporations and associated corporations for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Contractor may be carrying out for the Company, the insurance company will indemnify the Company and its related corporations and associated corporations against such claims, that the insurance company may have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement will be construed as affecting the insured's right to recover damages in any other way under the said legislation
 - 1.2.2 **Endorsement B** - It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the insured to workmen in the employment of contractors performing work for the insured while engaged in the business and occupation in respect of which the within policy is granted but only so far as regards claims under any Workmen's Compensation legislation or common law in force in Singapore;
 - 1.3 [aviation liability policy against risks arising from the operation of vehicles within the Premises and such other risks as are customarily insured in a standard aviation liability policy; and
 - 1.4 Any other insurances required under the law or customarily effected by persons which provide services similar to or analogous with the Services]
2. Save for the insurance coverage referred to in paragraph 1.2, the Company and its Affiliates shall be named as additional insured in respect of the insurance coverage referred to in Clause 11.1.

Schedule 4
Addendum for Additional Services

[To be issued on the letterhead of the Company]

[Date]

[Address of Contractor]

Dear Sirs

Maintenance and Servicing Agreement

- 1. We refer to the Maintenance and Servicing Agreement dated [●] made between you and us (the "**Agreement**"). Terms and expressions used in this Letter shall, unless otherwise defined or where the context otherwise requires, have the same meanings ascribed thereto in the Agreement.
- 2. This Letter is supplemental to the Agreement.
- 3. It is hereby agreed as follows:
 - 3.1 that the Company has requested, and the Contractor has agreed to provide, the Additional Services described in the Appendix attached to this Letter;
 - 3.2 that the Additional Services shall be performed by the Contractor with effect from [date] [to [date]]; and
 - 3.3 the Company shall pay the Contractor the charges for the Additional Services at the respective rates stated in the Appendix attached to this Letter.
- 4. Save as aforesaid, the terms and conditions set out in the Agreement shall apply to and govern the provision and performance of the Additional Services.

Please sign and return to us the original copy of this Letter. The duplicate copy is for your retention.

Yours faithfully

Name:

Designation:

for and on behalf of

[Name of Company]

ACCEPTANCE

To: **[Name of Company]**

We agree to the above. _____

For and on behalf of **[Name of Contractor]**

Name: Designation:

Date:

Appendix

Additional Services and Schedule of rates for Additional Services

Schedule 5
Company Background of tender

See Appendix G