

TERMS AND CONDITIONS

FOR THE SUPPLY AND DELIVERY OF FOODSTUFF OR AMENITIES ITEM(S) FOR THE TERM

DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, in these Terms and Conditions:

- (a) "**Award Letter**" shall refer to the letter issued by the Company to the Contractor, in such form as may be determined by the Company, awarding the tender for the Items to the Contractor;
- (b) "**Conditions of Tender**" shall refer to the document entitled "Conditions of Tender" to which these Terms and Conditions are attached;
- (c) "**Contractor**" shall refer to the successful Tenderer (as defined in the Conditions of Tender) for the Items, to whom the Company has issued an Award Letter pursuant to the Tender in respect of the supply and delivery of the Items;
- (d) "**Delivery Location**" in relation to any Purchase Order, shall refer to the location to which the Items are to be delivered as specified in the Purchase Order;
- (e) "**Delivery Quantity**" in relation to any Purchase Order, shall refer to the quantity of the Items to be delivered by the Contractor as specified in the Purchase Order;
- (f) "**Delivery Time**" in relation to any Purchase Order, shall refer to the date and time for delivery of the Items as specified in the Purchase Order;
- (g) "**Estimated Quantities**" shall have the meaning given to it in Clause 1.2;
- (h) "**Items**" shall refer to the foodstuff, amenities or other item(s) in respect of which:
 - (i) the Contractor has submitted a tender in accordance with the Conditions of Tender; and
 - (ii) the Company has awarded the tender to the Contractor through the issuance of an Award Letter,and "**Item**" shall refer to any of them;
- (i) "**Premises**" shall refer to the Company's premises where the Project (as defined in the Conditions of Tender) will be conducted or such other place as the Company may from time to time notify the Contractor in writing;

- (j) **"Price"** in relation to any Item, shall refer to the price of such Item submitted by the Contractor in its tender and accepted by the Company, as indicated in the Award Letter;
- (k) **"Purchase Order"** shall have the meaning given to it in Clause 1.1;
- (l) **"Purchaser Entities"** shall have the meaning given to it in Clause 1.2.1;
- (m) **"Specifications"** in relation to any Item, shall refer to the specifications of that Item described against its name in the Contractor's tender submission;
- (n) **"Specified Currency"** means the currency specified in the Purchase Order;
- (o) **"\$"** shall refer to the lawful currency of the Republic of Singapore;
- (p) **"Term"** shall refer to the period specified by the Company in the Award Letter; and
- (q) references to the **"Tender Documents"**, and all other words and expressions defined in the Conditions of Tender which appear herein, shall unless otherwise defined herein, bear the meanings set out in the Conditions of Tender.

Notwithstanding anything to the contrary herein:

- (i) in the event of any conflict between any of the terms in the terms of the Conditions of Tender and these Terms and Conditions, the terms of the Conditions of Tender shall prevail; and
- (ii) in the event of any conflict between any of the terms of any Purchase Order issued by the Company (or any of the purchase order issued by any of its Affiliates pursuant to Condition 12.4 of the Conditions of Tender) and these Terms and Conditions, the terms of these Terms and Conditions shall prevail.

1. Sale and Purchase of the Items

1.1 Subject to the terms of the Tender Documents, the Company may from time to time during the Term issue a purchase order (**"Purchase Order"**) in such form as the Company may determine for the purchase of any one or more Item(s), and the Contractor shall supply the Items to the Company at the relevant Price.

1.2 The Contractor hereby acknowledges that the estimates of quantities of any Items required by any of the Company and/or any of the Company's Affiliates as set out in or pursuant to the contract specifications, and/or any other Tender Documents and/or Award Letter (such estimates in relation to an Item being the **"Estimated Quantities"** of such Item), is an estimate only of the requirements of the Company and/or its Affiliates respectively of those Items, and is provided to the Contractor to facilitate the Contractor's planning and management of its inventory. In connection with any Estimated Quantities of an Item:

1.2.1 Neither the Company, nor any of the Company's Affiliates to whom the Contractor is obliged to deliver such Item pursuant to the terms hereunder (**"Purchaser Entities"**)

shall be obliged to purchase any part or all or no more than all of those Estimated Quantities of such Item, and each of the Purchaser Entities shall be entitled to at any time, specify in its Purchase Order(s) for such Item, such quantities it requires at its discretion for such Item at that time. Failure to purchase the Estimated Quantities shall not entitle the Contractor to any claims whatsoever against the Purchaser Entities; and

1.2.2 Notwithstanding Clause 1.2.1 any of the Purchaser Entities may request the Contractor, and the Contractor shall be obliged, to supply any Item at any other quantity by that Purchaser Entity giving the Contractor not less than one month's prior written notice thereof, and such notice shall amend and be deemed to amend the Estimated Quantity for that Item required to be provided to that Purchaser Entity.

1.3 Subject to Clause 1.5, the Contractor warrants that all the Items supplied to the Company shall:

1.3.1 conform in all respects to the Specifications;

1.3.2 have a shelf life as specified in the Specifications;

1.3.3 be fit in all respects for human consumption, and in particular are not infected with bacteria, viruses, germs or the like which would affect the health of the persons who consume the Items;

1.3.4 be free from foreign objects, materials, substances and elements which are not listed in the Specifications;

1.3.5 be reasonably fit for the purpose(s) for which the Items are intended to be used;

1.3.6 conform with all representations, statements or warranties made or given by the Contractor, its servants and/or agents regarding the quality of the Items; and

1.3.7 comply with all applicable international laws, regulations and directives relating to but not limited to the manufacture, place of origin and processing of the Items.

1.4 The Contractor shall ensure that:

1.4.1 the Contractor has obtained all licences, approvals and permits required by applicable law for the supply of the Items;

1.4.2 the Items are packed using adequate and appropriate packing to protect the Items against dust, moisture and all the usual risks incidental to the transportation of the Items;

1.4.3 the Items and the packing of the Items are marked in accordance with the Company's instructions from time to time and all legal requirements (if any) concerning the manufacture, processing, storage and testing of the Items; and

1.4.4 the Contractor shall at all times duly comply with the terms of the Supplier Code of Conduct.

1.5 The Contractor shall not substitute the brand, packing and/or country of origin of any of the Items without the prior written consent of the Company, which consent shall be subject to such terms and conditions as the Company may prescribe (including a reduction in the Price).

2. Delivery

2.1 Time shall be of the essence in this agreement, both as regards any time, date or period originally fixed or any time, date of period which may be extended by agreement between the parties.

2.2 The Contractor shall, in respect of any Purchase Order, deliver at the Delivery Location the Delivery Quantity, in each case, as stated in that Purchase Order no later than the Delivery Time specified therein.

2.3 The Company shall not be deemed to have accepted any Items from the Contractor:

2.3.1 until and after the Company has had a reasonable time to inspect the Items; or

2.3.2 until and within a reasonable time after any latent defect in the Items has become apparent.

2.4 The Contractor shall:

2.4.1 if so requested by the Company, provide the Company with the particulars, including the name, address, nationality, passport number, work permit number, of the Contractor's personnel who will enter onto any Delivery Location;

2.4.2 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 any Delivery Location;

2.4.3 allow the Company or its agents to inspect at any time any vehicles, plant, machinery, equipment, materials, belongings and effects sought to be brought onto any Delivery Location;

2.4.4 clear away and remove from the Delivery Location all material, debris, rubbish, waste materials of every kind arising out of the Contractor's activities at the Delivery Location;

2.4.5 remain at the Delivery Location only for so long as is reasonably necessary to effect the delivery of the Items and to fulfil its obligations under Clause 2.4.4; and

2.4.6 make every effort to avoid or minimise any disturbance or inconvenience to the Company or its operations.

3. Sorting of Items

3.1 Where any of the Items to be delivered by the Contractor to the Company comprise foodstuff, the Contractor shall sort all raw materials and food items comprised in such Items at its own premises prior to delivery. The Contractor shall not at any time perform any sorting of such raw materials and/or food items at the Premises unless agreed to by the Company.

3.2 Without prejudice to Clause 3.3 and the Contractor's other obligations under this Agreement, if the Contractor breaches Clause 3.1, the Company shall have the right to request the total Price payable by the Company for the Items delivered by the Contractor on such day to be discounted by 2%.

3.3 The Contractor shall ensure that any and all Items delivered to the Company are free from foreign objects, materials, substances and elements which are not listed in the Specifications, failing which the Company may recover, and the Contractor shall pay on demand, liquidated damages at the rate of \$500 per unit for each unit of Items containing such foreign object, material, substance or element. In the event that the Contractor discovers any foreign object, material, substance or element in any Items in the course of delivery of such Items to the Company, the Contractor shall at its own expense promptly remove such object, material, substance or element. Notwithstanding anything to the contrary in the Tender Documents, the foregoing are without prejudice to the Company and/or its Affiliates' right to make a claim under Clause 10.3.

4. Title and Risk

4.1 Title to and risk of loss or damage to the Items delivered to the Company in accordance with each Purchase Order shall pass to the Company upon the Company's deemed acceptance of the Items under Clause 2.3, subject to the Company's right to reject the Items under Clause 6.

4.2 Notwithstanding delivery of the Items, the Contractor shall be responsible for any damage to any Item during shipment or transportation arising out of inadequate packing or any reason whatsoever caused or contributed to by the Contractor.

5. Failure to Deliver

5.1 In the event that the Contractor fails to deliver the Delivery Quantity at the Delivery Location and at the Delivery Time in accordance with any Purchase Order, the Company may, at its discretion, by written notice to the Contractor elect as follows:

- (i) the Company may cancel the Purchase Order or decline to take delivery of the Items tendered by the Contractor (as the case may be) with respect to such Items and/or require the Contractor to pay the Company on demand the actual incremental costs incurred by the Company in purchasing the same or similar goods from another supplier. In the event the Company is unable to purchase the same or similar goods from another supplier, the Company may purchase the next best alternative goods to the Items (as determined by the Company) and look to the Contractor for the actual incremental costs incurred; or
- (ii) the Company may recover, and the Contractor shall pay on demand, liquidated damages at the rate equivalent to 5% per day of the value of the Item(s) not delivered from the Delivery Time until such time that the Delivery Quantity is delivered at the Delivery Location, subject to a cap of 30% of the value of the Item(s) not delivered. Notwithstanding the foregoing, in the event that the Contractor still fails to deliver the Delivery Quantity within the extended period

agreed to by the Company, the Company shall be entitled, in addition to the claim for liquidated damages under this Clause 5.1(ii), elect Clause 5.1(i) at its discretion.

Notwithstanding anything to the contrary in the Tender Documents, the foregoing rights of the Company under this Clause 5.1 are without prejudice to the Company and/or its Affiliates' right to make a claim under Clause 10.3.

6. Right to Reject

6.1 Upon the delivery of any Items at the Delivery Location, the Company may, at its own expense, weigh, unpack and inspect the Items to verify that the Items comply with the Specifications and are free from defects.

6.2 Notwithstanding any acknowledgement of acceptance signed by the Company's personnel or representative or any verbal indication of acceptance, the Company shall be entitled to reject any Item that appears bad or inferior in quality or breaches any of the Contractor's warranties and undertakings in Clauses 1.3 and 1.4:

6.2.1 upon delivery at the Delivery Location;

6.2.2 when prepared for use; or

6.2.3 at such other time when such inferior quality or non-conformity is detected by the Company.

6.3 In the event that the Company is entitled to reject any Items in accordance with Clause 6.2:

6.3.1 the Company shall notify the Contractor in writing, stating the reason for such rejection;

6.3.2 the Contractor shall promptly remove the Items in question from such location as may be notified by the Company (failing which the Company shall be entitled to impose storage charges thereof); and

6.3.3 the Contractor shall:

(i) promptly replace such Items at the Contractor's expense; or

(ii) credit the Company with the Price of such Items,

as the Company may elect, and shall reimburse the Company on demand any and all costs and expenses incurred by the Company in returning the Items to the Contractor.

6.3.4 Further, in the event the Company elects Clause 6.3.3(ii) and the Company proceeds to source the same or similar goods from another supplier, the Contractor will be liable to pay for the actual incremental costs incurred by the Company. In the event the Company is unable to purchase the same or similar goods from another supplier, the Company may purchase the next best alternative goods to the Items (as determined by the Company) and look to the Contractor for the actual incremental costs incurred

- 6.4** Title to and the risk of loss or damage to the Items shall revert to the Contractor on the date that notice is given by the Company under Clause 6.3.1, notwithstanding that the Items may be in the custody or control of the Company.

7. Security Deposit

- 7.1** The Contractor shall no later than 14 days after the date of the Award Letter, pay the Company an amount equal to **five percent (5%)** of the estimated value of this agreement (the "**Security Deposit**"), or in lieu of such payment, provide the Company with a banker's guarantee in the form attached as Appendix D to the Conditions of Tender, and issued by a bank approved 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, 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.
- 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 these Terms and Conditions or at law; and
- 7.3.2** 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.

8. Payment Terms

- 8.1** The Contractor shall at the beginning of each month in the Term (other than the first month) invoice the Company the total of the Prices for all the Items delivered to and accepted by the Company (if any) in the preceding month.
- 8.2** Each invoice rendered by the Contractor shall contain such detail and be accompanied by such supporting documentation or certifications as the Company may require.
- 8.3** The Company shall, subject to the terms of these Terms and Conditions, make payment of the sum due to the Contractor within sixty (60) days of receipt of the Contractor's invoice by telegraphic transfer to such account with such bank as the Contractor may designate from time to time.
- 8.4** The Prices set out in the Award Letter are denominated in \$, and are exclusive of any goods and services tax which may be imposed by any government bodies or authority(ies) against the Company or the Contractor in connection with the supply of the Items. The Company shall

bear and pay any goods and services tax imposed or levied in respect of the supply of the Items. Save as stated in this Clause 8.4, the Company shall not be liable for any other tax, duty, levy, rate or charge whatsoever due and payable in respect of the Contractor's supply of the Items. All such other tax, duty, levy, rate or charge, including without limitation any withholding tax payable as a result of or in connection with this agreement, shall be borne by the Contractor. The Company shall pay to the Contractor all amounts due under this Agreement net of any withholding tax (if applicable), and shall be permitted and entitled, if required in compliance with applicable laws or regulations, to withhold or deduct from the amounts payable to the Contractor under this Agreement such taxes, withholdings and/or deductions.

8.5 Where applicable, any sum due to the Contractor under these Terms and Conditions (whether in respect of fees or otherwise) shall be paid in the Specified Currency to the bank account designated by the Contractor.

8.6 Save as otherwise expressly provided in this Clause 8, 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 Company of its obligations under these Terms and Conditions.

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 these Terms and Conditions or otherwise and whether as damages or otherwise.

9. Conduct on Premises

9.1 The Contractor shall not, and shall ensure that the Contractor's employees, servants, agents and sub-contractors shall not, remove any property, including discarded and unused items, from the Premises without written authorisation from the Company. The Contractor will be liable for the cost of any property so removed (regardless of how such property may have come into its possession) and will indemnify the Company in full against all liability resulting from such removal.

10. Liability and Indemnity

10.1 The Company shall not be liable to the Contractor 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 the Tender Documents, whether such claim is based on warranty, contract, tort (including negligence or strict liability) or otherwise, even if the Company is advised of the possibility or likelihood of the same.

10.2 Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary herein, the aggregate liability of the Company arising out of or in connection with the Tender Documents shall not in any event exceed one percent (1%) of the total purchased value of the disputed Item(s) in any year.

10.3 The Contractor shall indemnify the Company and its Affiliates ("**Indemnified Parties**") against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any)

(including legal costs on a full indemnity basis incurred by any of the Indemnified Parties) brought against, suffered or incurred by any of the Indemnified Parties (either at common law or by statute) arising out of or in connection with the Tender Documents including without prejudice to the generality of the foregoing:

- 10.3.1** any breach of the terms and conditions of these Terms and Conditions and/or any other Tender Document by the Contractor;
- 10.3.2** any death of and injury to any person and loss of or damage to any property which may arise out of or in consequence of the Contractor's, its servants', agents' or sub-contractors' presence or activities at any Delivery Location;
- 10.3.3** any statement, act, omission, fraud, negligence or default whatsoever of the Contractor or any of its servants, agents or sub-contractors (which the Contractor agrees it shall be fully and solely liable and responsible for); and
- 10.3.4** any enforcement or attempted enforcement by any of the Indemnified Parties of its rights or remedies against the Contractor.

11. Term and Termination

- 11.1** The Company shall have the right to extend the duration of the Term by up to six (6) months by giving to the Contractor not less than one (1) month's notice in writing at any time prior to the expiry of the Term.
- 11.2** The Company shall have the right to terminate the Term at any time by giving to the Contractor one (1) month's notice in writing.
- 11.3** Either party shall be entitled to terminate the Term immediately by notice thereof served on the other party at any time after:
 - 11.3.1** the other party:
 - (i) suspends or ceases business or becomes insolvent or admits in writing its inability to pay its debts when due; or
 - (ii) enters into or convenes a meeting of its creditors to enter or proposes to enter into any arrangements with its creditors generally; or
 - 11.3.2** a resolution is passed by the other party for its winding up or dissolution or any other order shall be made by any competent court for the appointment of a liquidator, judicial manager, trustee or conservator of the whole or any part of the assets, rights or revenues of the other party, save for the purpose of or following an amalgamation or reconstruction, the terms of which have first been approved in writing by the party entitled to terminate the Term under this Clause 11.3.2; or
 - 11.3.3** a distress or execution is levied or enforced upon or against any property of the other party or if any encumbrancer takes possession of or a receiver is appointed of all or such part of the undertaking or property or assets of the other party.

- 11.4** Notwithstanding anything to the contrary contained herein, the Company may at its sole discretion terminate the Term immediately at any time by giving written notice to the Contractor if:
- 11.4.1** 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 the Tender Documents;
 - 11.4.2** 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 Company or acting on its behalf (whether with or without the knowledge of the Company); or
 - 11.4.3** 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.
- 11.5** In the event that the Contractor defaults in the observance or performance of any of its undertakings, warranties or obligations under the Tender Documents, the Company shall be entitled to terminate the Term forthwith without prejudice to any of its other rights and remedies, by a notice served on the Contractor in default specifying in such date the last day of the Term. Provided nevertheless that where the default is remediable, no notice to terminate the Term on the ground of that default shall be served unless the Contractor has not, by the expiry of thirty (30) days from the date of the service of a notice on the Contractor specifying the default and requiring the Contractor to remedy the same, remedied the same.
- 11.6** In the event of the Contractor's permit(s) or other authorisation(s) to supply the Items, wholly or in part, being revoked, cancelled or suspended, the Contractor shall notify the Company immediately of such event and the Company may terminate the Term at the effective date of such revocation, cancellation or suspension by giving to the Contractor notice thereof within forty-eight (48) hours after such notice from the Contractor.
- 11.7** Nothing in these Terms and Conditions or the Tender Documents shall prejudice the rights and obligations which have accrued prior to the end of the Term (including the ongoing responsibility of the Contractor under Clause 1 in respect of the Items purchased by the Company) 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 the Tender Documents occurring prior to or on the last day of the Term.
- 11.8** The right of termination conferred by this Clause 11 is in addition to and not in derogation of any other rights of termination of the Term conferred under any other provision of the Tender Documents.

12. Assignment

12.1 Neither party may assign or transfer its rights or benefits and/or obligations under the terms of the Tender Documents 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 the Tender Documents to any of its Affiliates, and in the event of such assignment, the duties and obligations of the Company under the Tender Documents may be performed by its assignee in lieu of the Company.

13. Confidentiality

13.1 The Company acknowledges that all information relating to the Contractor and/or its operations are confidential and belongs to the Contractor. The Company shall maintain and cause to be maintained the confidentiality of all such information, and shall not without the prior written consent of the Contractor (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:

13.1.1 for the discharge of the Company's obligations under this Agreement; or

13.1.2 for financial reporting purposes of the Company; or

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

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

13.2 The Contractor acknowledges that all information relating to the Company, its Affiliates and/or their respective operations are confidential and belong to the Company and its Affiliates (as the case may be). 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:

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

13.2.2 for financial reporting purposes of the Contractor; or

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

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

13.3 Clauses 13.1 and 13.2 shall not apply to any confidential information which at the time it is disclosed, made available or otherwise provided by the party to whom such information relates, is in the public domain, and shall cease to apply to any information which subsequently becomes publicly available otherwise than as a consequence of any breach by the Company of Clause 13.1 and by the Contractor of Clause 13.2, as the case may be.

13.4 Notwithstanding the termination or expiry of the Term for whatever reason, the obligations and restrictions in this Clause 13 shall be valid for a period of six (6) months from the last day of the Term.

14. Intellectual Property

- 14.1** The Company will supply Materials (as defined below) to the Contractor for the purposes of this Agreement. The Materials will comprise of materials belonging to the Company's and/or its customers (as identified by the Company). Materials shall mean drawings, samples, models, equipment, sketches, photographs and/or printing plates supplied and will also include any of the abovementioned which has been approved by the Company and/or its customer. The Contractor understands and agrees that the Materials shall not be copied, transferred to any third parties or used in any manner contrary to the provisions of this Agreement.
- 14.2** Upon the termination or expiry of the Term or upon receiving notice from the Company, the Contractor shall forthwith cease to use or publish any of the Materials and the Contractor shall take all such steps as required (including but not limited to bearing the delivery costs) to return to the Company all the Materials in the Contractor's possession.
- 14.3** The Contractor understands and agrees that it will not dispose any Items that carries the Company's and/or any of its customer's (as identified by the Company) Marks (as defined below) to a third party through sale, gift or any other means. Marks shall mean the name, mark(s), service mark(s), or logo(s) of the Company and/or its customers (as identified by the Company) and includes any replacement or substitution to any such name, mark, service mark, or logo whether registered or unregistered and which was exclusively designed/produced for the Company and/or its customer.
- 14.4** The Contractor understands and agrees that unless informed, in writing, by the Company the Contractor will in no way display its names, logo, brand name or any other representation on the Items.
- 14.5** The Contractor further understands and agrees any breach of this Clause could cause the Company and/or its customers irreparable injury and that monetary damages would not be an adequate remedy for any such breach. In the event of a breach or threatened breach by the Contractor of this Clause, the Company and/or its customer shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction restraining the Contractor from breaching the terms hereof. For the avoidance of doubt, such remedy shall not be the exclusive remedy for any breach by the Contractor of this Clause 13, but shall be in addition to all other remedies available at law or equity to the Company and/or its customers.

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) three (3) days after posting.

To the Company:

20 Airport Boulevard
SATS Inflight Catering Centre 1
Singapore 819659

Facsimile No.: 6542 1197

Attention: Vice President, Food Procurement

To the Contractor:

Such address and facsimile number of the Contractor as specified in the Contractor's Form of Tender and/or the Award Letter.

16. NOT USED

17. Non-Exclusivity

17.1 The Contractor acknowledges and agrees that it may not be the exclusive supplier of the Items to the Company and its Affiliates, and the Company and its Affiliates may purchase any Item or goods similar to the Items from, or otherwise conduct business with other parties who may be in competition, whether directly or indirectly, with the Contractor.

18. Relationship between the Parties

18.1 The Contractor shall, in the supply of Items and for all other purposes under the Tender Documents, be deemed to be an independent contractor, and nothing contained in the Tender Documents is intended nor shall it be regarded as constituting a partnership, agency, joint venture or fiduciary relationship between the Contractor and the Company.

19. Entire Agreement

19.1 The Tender Documents contains the entire agreement between the parties with respect to its subject-matter, supersedes all previous agreements and understandings between the parties, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

20. Invalidity

20.1 If at any time any provision of the Tender Documents is or becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of the Tender Documents shall not in any way be affected or impaired thereby. The parties agree to amend or replace any invalid, illegal or unenforceable provision of the Tender Documents 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. Variation and Amendment

- 21.1** No variation, amendment or rescission of the Tender Documents shall bind either party unless made in writing and signed by both parties.

22. Waiver

- 22.1** The failure of either party to insist upon a strict performance of any of the terms or provisions of the Tender Documents or to exercise any option, right or remedy therein 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 the Tender Documents. 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. Contracts (Rights of Third Parties) Act

- 23.1** Save as set out in Clause 23.2, a person who is not a party to the Tender Documents has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of the Tender Documents.
- 23.2** Each of the Company's Affiliates may enforce and rely on the relevant provisions of any of the Tender Documents in which it is expressed to have any rights, to the same extent as if it were a party to that Tender Document, provided nevertheless that the Term may be terminated and any term of the Tender Documents may be amended or waived without the consent of such Affiliate.

24. Anti-Bribery and Anti-Corruption

- 24.1** The Contractor undertakes, represents and warrants that:
- 24.1.1** the Contractor, the Contractor's personnel and any other person responsible for supplying the Items to the Company is in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement; and
 - 24.1.2** without prejudice to the generality of Clause 24.1.1, each of the Contractor, the Contractor's personnel and any other person responsible for supplying the Items to the Company has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person; (2) improperly induce that official or person to use his influence with a government or business entity to affect any act or decision by such government or entity; or (3) secure any improper advantage.
- 24.2** The Contractor agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the Company and the Company shall have the right to immediately terminate this Agreement by giving written notice to the Contractor.

24.3 The Company shall have the right to terminate this Agreement if the Contractor breaches this Clause 24.

25. Governing Law and Jurisdiction

25.1 The Tender Documents shall be governed by and construed in accordance with the laws of Singapore.

25.2 The parties submit unconditionally to the non-exclusive jurisdiction of the courts of Singapore.