

**AGREEMENT FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING  
OF ONE EACH OF THE CONDENSER UNIT FOR THE CHILLER AND FREEZER  
SYSTEM AT SATS INFLIGHT CATERING CENTRE 1.**

**This Agreement is made the [ ] day of [ ] Between  
SATS CATERING PTE LTD ('SATSCAT') a company incorporated in Singapore, company  
registration no. 198500562G and having its registered office at SATS Inflight Catering Centre 1,  
20 Airport Boulevard, Singapore 819659 of the one part and  
[ ] ('the Contractor') of [ ]  
of the other part.**

**WHEREBY IT IS AGREED BETWEEN THE CONTRACTOR AND SATSCAT** as follows:-

**1 QUANTITY AND PRICE**

1.1 The Contractor shall, subject to the terms and conditions of this agreement, Supply, Delivery, Installation, Testing and Commissioning of one (1) unit each of the Condenser unit for the Chiller and Freezer System and all the components and accessories as specified in Annex A attached hereto (collectively "the Equipment") for the aggregate price of Singapore dollars [ ] (S\$ ) ("the price"). Annex A hereto shall be read together with and form an integral part of this agreement.

1.2 The Contractor shall be responsible for the furnishing of all designs, labour and tools for the supply, delivery, installation, testing and commissioning of the Equipment.

1.3 The price is exclusive of Goods and Services Tax ('GST'). The GST, if any, will be borne by SATSCAT.

1.4 The Contractor acknowledges and agrees that any of [SATSCAT]'s Affiliates (as defined below) may during the supply, delivery, installation and commissioning of the Equipment to SATSCAT require the Contractor to supply, deliver, install and commission the Equipment to such Affiliate by issuing a Purchase Order to the Contractor, and the Contractor shall be obliged to supply, deliver, install and commission the Equipment to such Affiliate in accordance with the terms therein and on the same terms as those which are applicable to SATSCAT as set out in this Agreement. For the avoidance of doubt, SATSCAT shall not be responsible or liable for the payment of any sum due to the Contractor for the supply, delivery, installation and commission of the Equipment to any such Affiliate of SATSCAT.

1.5 **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 under common Control (whether directly or indirectly) with the first mentioned person. **"Control"** in relation to any person means either (a) 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 (b) 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. In this instance, Affiliate includes without limitation (i) SATS Food Services Pte. Ltd., (Company Registration No. 197300678G); and (ii) Country Foods Pte. Ltd., (Company Registration No. 198500562G).

## **2 ENTIRETY OF AGREEMENT**

2.1 This agreement including Annex A, constitutes the entire agreement between the parties hereto and supersedes all previous correspondence and agreements (oral or written) exchanged or made between the parties. For the avoidance of doubt, the contents of Annex A shall be binding on the parties and the parties shall abide by their obligations thereunder.

## **3 ASSIGNMENT**

3.1 This agreement is personal to the Contractor and shall not be assigned or novated either as to the whole or any part thereof.

3.2 SATSCAT may, by notification to the Contractor, assign or novate the whole or any part of this agreement to any party. The Contractor shall be deemed to have consented to such assignment or novation which shall be effective on the date that SATSCAT notifies the Contractor.

## **4 COMPLETION OF SUPPLY, INSTALLATION AND COMMISSIONING OF THE EQUIPMENT**

4.1 The Contractor shall fully complete the supply, delivery, installation and commissioning of the Equipment by [\_\_\_\_\_].

## **5 DELIVERY AND PAYMENT**

5.1 The Contractor shall carry out and complete the supply, delivery, installation and commissioning of the Equipment and test the Equipment in accordance with the directions of and to the satisfaction of SATSCAT. The Contractor shall also at the request of SATSCAT supply SATSCAT with a certified true copy of the manufacturer's test sheet.

5.2 The Equipment which is to be properly packed and secured in such manner as to reach its destination in good order under normal conditions of carriage shall be delivered to SATSCAT - designated premises at Singapore Changi Airport, Singapore by the date specified in Clause 4 hereof and the price includes delivery. On delivery SATSCAT will acknowledge the receipt of the Equipment but such acknowledgement is only provisional and not an acceptance of the Equipment until the Certificate of Acceptance is issued by SATSCAT. The issue of such Certificate of Acceptance shall not relieve the Contractor from its responsibility under Clauses 5.3, 6 and 7 hereof.

5.3 If the Equipment comprises any components or accessories manufactured by a person other than the manufacturer of the Equipment the Contractor shall nevertheless deliver the Equipment duly equipped with such components and accessories and all the provisions of this agreement shall have effect in relation thereto.

5.4 Without prejudice to any other provision contained in this agreement, including without limitation Clauses 5.5 and 17, payment for the Equipment shall be made as follows:

	<u>Payment Date</u>	<u>Percentage of price</u>
.1	Upon issue of Letter of Award/Notice to Proceed and receipt of the Performance Bond	5%
.2	Upon confirmation and approval of equipment and design	15%
.3	Upon proof of completion of Equipment delivery	30%
.4	Upon Final Acceptance of the Equipment	30%
.5	Upon resolution of all outstanding works / rectification and contractual matters	15%
.6	Upon satisfactory completion of the Warranty Period, twelve (12) months from the date of Final Acceptance of the Work	5%
	Total	100%

5.5 Notwithstanding any other provision to the contrary contained in this agreement, SATSCAT will be entitled, at any time and from time to time, without notice to the Contractor, to set off and deduct from any and all amounts payable by SATSCAT to the Contractor (whether under this agreement or any other agreement), any and all sums that may be due and owing by the Contractor to SATSCAT, whether under this agreement or otherwise (including without limitation, any liquidated damages payable under any of the clauses of this agreement, or any amounts previously overpaid to the Contractor).

## 6 WARRANTY AND MAINTENANCE

6.1 The Contractor **HEREBY WARRANTS** that the Equipment shall be free from defective parts and labour for a period of not less than twelve (12) calendar month from the date of commencement of warranty as specified in the Certificate of Acceptance issued by SATSCAT. The Contractor also **HEREBY WARRANTS** that the Equipment has no design flaws or defects for a period of not less than five (5) years from such date of commencement of warranty.

6.2 Any fault due to material, workmanship or structural faults or design flaws or defects which may be observed during the relevant warranty period specified in Clause 6.1 shall be made good by the Contractor at its own expense which shall include the cost of labour and replacement of parts. The Contractor shall provide its Singapore-based service representative to supervise warranty labour work. All parts repaired and/or replaced during the relevant warranty period specified in Clause 6.1 shall be warranted for an additional year from the date of such repair and/or replacement and be subject to approval by SATSCAT. In the event that any single part is repaired and/or replaced within the twelve (12) months warranty period specified in Clause 6.1 more than twice, that part shall be considered to be a defective design and the warranty period of five (5) years specified in Clause 6.1 shall be applied.

6.3 For the purpose of making good any fault, the Contractor shall proceed with reasonable despatch to carry out repairs and remedial work, and minimise the down-time or non-availability of the Equipment. The Contractor shall have appropriate personnel, familiar with the equipment, available for on-call warranty servicing seven (7) days per week, twenty-four (24) hours per day. The Contractor shall commence remedial action within two (2) hours from receipt of notice from SATSCAT requiring such action to be taken. The Contractor shall supply all necessary tools and manuals for servicing of the equipment. Unless prior notice is given and accepted by SATSCAT, no repair or remedial work shall take more than one (1) day.

6.4 If the Contractor fails to complete the repairs and remedial works to the satisfaction of SATSCAT within the said period of one (1) day specified in Clause 6.3, the Contractor shall pay SATSCAT damages of one percent (1%) of the price/S\$100, per day or part of a day that the Equipment is not available as a consequence of such delay in repair or remedial work.

6.5 The design warranty shall require the Contractor to replace the defective design affecting the Equipment regardless whether the Equipment in question has failed before or within the twelve (12) calendar month warranty period.

6.6 The Certificate of Acceptance shall be issued by SATSCAT within two (2) weeks from the date of commissioning of the Equipment. "The date of commissioning of the Equipment" means the date on which the Equipment is commissioned by the Contractor's local engineer on site and is found functionally operational and acceptable by SATSCAT.

6.7 The Contractor shall submit to SATSCAT a letter of undertaking from the manufacturer(s) of the Equipment such that the manufacturer(s) would fulfil Clauses 6 and 7 of this agreement should the Contractor fail to do so.

## **7 GUARANTEE OF SPARE PARTS**

7.1 The Contractor shall provide SATSCAT with a list of spare parts/components required for monthly, half-yearly and yearly preventive maintenance, and a recommended spare parts/components list. The Contractor shall hold stock in Singapore of the items and units of spare parts/components as approved by SATSCAT to a total value of not less than ten percent (10%) of the amount awarded, for the duration of the warranty period.

7.2 Notwithstanding Clause 7.1, the Contractor guarantees that the spare parts/components necessary for the efficient working of the Equipment shall be readily available at all times for fifteen (15) years from the date of issue of the Certificate of Acceptance by SATSCAT. The Contractor guarantees that it will deliver or procure the delivery of the said spare parts/components to SATSCAT within fourteen (14) days from the date of SATSCAT's purchase order, failing which (time being of the essence), the Contractor shall pay SATSCAT liquidated damages at the rate of ten percent (10%) of the cost of the spare parts/components ordered for each day or part of a day that delivery is delayed.

7.3 The Contractor shall not be relieved of its obligations under the agreement should there be a transfer or change of agency for any reason whatsoever.

**8 FAILURE OR DELAY TO COMPLETE THE SUPPLY, INSTALLATION AND COMMISSIONING OF THE EQUIPMENT**

8.1 Time is of the essence in this agreement and the completion date specified in Clause 4 hereof shall be strictly adhered to. In the event of failure or delay by the Contractor to complete the supply, installation and commissioning of the Equipment within the date specified otherwise than in the circumstances provided for in Clause 9 hereof or any extension of time which SATSCAT at its sole discretion may grant, the Contractor shall pay SATSCAT liquidated damages as follows:

- (i) if the price is below S\$50,000
  - a) one percent (1%) of the price or Singapore dollars ten (S\$10), per day or part of a day of delay in delivery, installation or commissioning, whichever is the higher;
- (ii) if the price is between S\$50,000 and S\$100,000
  - a) one percent (1%) of the first Singapore dollars fifty thousand (S\$50,000) of the price, per day or part of a day of delay in delivery, installation or commissioning; and
  - b) one half percent (½%) of the remaining amount in respect of the price or Singapore dollars fifty (S\$50), per day or part of a day of delay in delivery, installation or commissioning, whichever is the higher;
- (iii) if the price is above S\$100,000
  - a) one percent (1%) of the first Singapore dollars fifty thousand (S\$50,000) of the price, per day or part of a day of delay in delivery, installation or commissioning;
  - b) one half percent (½%) of the next Singapore dollars two hundred thousand (S\$200,000) of the remaining amount in respect of the price, per day or part of a day of delay in delivery, installation or commissioning; and
  - c) one quarter percent (¼%) of the remaining amount in respect of the price or Singapore dollars one hundred (S\$100), per day or part of a day of delay in delivery, installation or commissioning, whichever is the higher;

8.2 In addition to its rights under Clause 8.1, in the event of any such failure or delay as described in Clause 8.1, or any failure on the part of the Equipment to meet the specifications as set out in this agreement, or to function as required under this agreement, SATSCAT may terminate this agreement and the Contractor shall forfeit to SATSCAT the whole or part of the amount of the performance bond referred to in Clause 17 hereof (the actual amount to be determined by SATSCAT) without SATSCAT being under any liability to the Contractor in respect of such termination whether in damages or otherwise. SATSCAT may then without any further reference to the Contractor purchase from other sources other equipment to replace the Equipment and the Contractor shall reimburse SATSCAT the price difference if it costs more to SATSCAT to obtain such other equipment than the price.

8.3 If SATSCAT is unable to accept delivery of the Equipment at the time when the Equipment is due and ready for delivery, the Contractor shall store the Equipment, safeguard it and take all reasonable steps to prevent deterioration until the actual delivery, and SATSCAT shall pay the Contractor the reasonable cost (including insurance) of bailment.

## **9 SUSPENSION OF OBLIGATIONS TO SUPPLY, INSTALL AND COMMISSION**

9.1 If there is any delay in the supply, delivery, installation and commissioning of the Equipment due to any of the following circumstances namely acts of God, arrests and restraints of princes, rulers or people, riots and civil commotions, strikes, lockouts or other disturbances, fire, war and other causes or perils beyond the Contractor's control as to which SATSCAT shall be the sole judge, then in any such case the Contractor shall for the duration of any such circumstances aforesaid be relieved of its obligations to supply and deliver the Equipment **PROVIDED THAT SATSCAT** may terminate this agreement should the said *force majeure* not cease within three (3) months from the date it arises.

## **10 INSTALLATION AND TESTING OF THE EQUIPMENT**

10.1 The Contractor shall make arrangements to test the Equipment after installation and ensure that the Equipment is working smoothly.

10.2 If the Equipment fails to meet the necessary requirements specified by SATSCAT it shall be rectified, replaced or rebuilt at the expense of the Contractor until such time that all tests and performance requirements are met.

## **11 EQUIPMENT DAMAGED OR LOST IN TRANSIT**

11.1 The Contractor shall repair or replace without any cost to SATSCAT the Equipment damaged or lost in transit.

## **12 TRAINING**

12.1 The Contractor shall make available to SATSCAT its services for the training of SATSCAT staff in the recommended methods of operation, repair/overhaul of components and preventive maintenance of the Equipment. The full cost of the services shall be borne by the Contractor.

12.2 The Contractor shall provide SATSCAT free product maintenance training. The Contractor's Singapore-based representative shall provide SATSCAT with informal maintenance and operations training as and when required by SATSCAT.

## **13 REMOVAL OF PROPERTY**

13.1 The Contractor will be responsible for ensuring that its employees, workers and agents do not, without prior express authorisation from SATSCAT, remove any items other than items belonging to the Contractor and the respective employees, workers and agents absolutely, from any premises belonging to or occupied by SATSCAT or any of its related or associated corporations.

## **14 EMPLOYMENT OF ILLEGAL WORKER/ WORKERS**

14.1 The Contractor will not employ any illegal foreign workers in the supply, delivery and commissioning of the Equipment for SATSCAT. If any illegal foreign worker is employed by the Contractor, SATSCAT may take such measures, including without limitation the termination of this agreement, withholding of payments due to the Contractor, forfeiture of the Performance Bond or debarment of the Contractor from future tenders/quotations of SATSCAT or its related or associated corporations, as SATSCAT may deem appropriate in the circumstances.

14.2 SATSCAT may conduct random on-site checks on the Contractor's employees and workers at the Contractor's premises to verify that the Contractor has complied with this Clause, and the Contractor will permit SATSCAT to enter its premises for this purpose and cooperate with and render all reasonable assistance to SATSCAT in connection with such verification. Notwithstanding the foregoing and any actual checks done by SATSCAT, the Contractor will continue to be fully liable to SATSCAT and its related or associated corporations for any lack of compliance with this Clause.

14.3 The Contractor will, before the commencement of this agreement, provide SATSCAT with a list of the names and particulars (including address, nationality, passport number and work permit number) of all the workers and employees of the Contractor who will be engaged in the performance of this agreement, including without limitation in connection with the delivery of the Equipment to SATSCAT in accordance with this agreement. The Contractor will submit an updated and duly-certified information sheet on its workers (such information to be given to SATSCAT in whatever means or form as required by SATSCAT), including a copy of each of the following items, to SATSCAT weekly for its inspection and record:

- (a) Personal particulars (including name, address, nationality, passport number and work permit number) of its workers in the execution of any part of the works performed for SATSCAT;
- (b) The work permits of new workers;
- (c) The passports, entry permits or re-entry permits of these workers showing that they have lawfully entered and remained in Singapore;
- (d) Personal particulars (including name, identity card, passport and/or foreign identification numbers, and nationality) of all its workers currently or previously (as appropriate) employed by the Contractor to execute works on the premises of SATSCAT and
  - (i) are no longer in the Contractor's employ;
  - (ii) are no longer working on the premises of SATSCAT;
  - (iii) have tendered their resignation to the Contractor or whose employment has been terminated by the Contractor; or
  - (iv) have been absent without official leave from the Contractor.

(e) Full personal particulars of all its workers who have or had been issued with airport passes, or any other identification passes (particulars to include the airport and other identification pass numbers and expiry dates of such passes), and an update on the return of such passes to the issuing authorities.

14.4 The Contractor shall submit health declaration forms (as prescribed by SATSCAT in its absolute discretion) for each of its workers on a regular basis or as often as shall be determined by SATSCAT.

## 15 INTELLECTUAL PROPERTY RIGHTS

15.1 The Contractor shall pay all royalties and settle all claims in respect of patent rights or any other rights for anything supplied or work done under this agreement. The Contractor shall indemnify SATSCAT and its agents against all claims, liabilities, damage, loss, costs and expenses arising out of any breach of this Clause by SATSCAT or any infringement of the intellectual property or other rights of any third party connected with or arising out of the supply, delivery and commissioning of the Equipment under this agreement.

15.2 The Contractor hereby irrevocably grants to SATSCAT a perpetual license free of charge, to use, reproduce, modify, develop on and sub-licence all software to be developed by the Contractor for SATSCAT under this agreement.

## 16 INSURANCE AND INDEMNITY

16.1 The Contractor shall insure the Equipment from the time the Equipment leaves the factory until the Certificate of Acceptance is issued by SATSCAT.

16.2 The Contractor shall also insure against any damage, loss, death or injury which may occur to any person or property whatsoever in carrying out or omitting to carry out its duties under this agreement and shall **INDEMNIFY and keep SATSCAT and its related and associated companies INDEMNIFIED** in respect of all claims, costs and other expenses arising out of such damage, loss, death or injury.

16.3 The Contractor **INDEMNIFIES SATSCAT and its related or associated companies** in full from and against all actions, proceedings, liability, loss, damage, costs and expenses whatsoever (including without limitation legal costs and expenses on a full indemnity basis, and any fines, penalties, levies and charges), that may be brought against any of them or that any of them may suffer or incur, as a direct or indirect result of:-

16.3.1 the Contractor's breach of or non-compliance with any of the provisions of this agreement; or

16.3.2 any unauthorised removal of items as referred to in Clause 13; or

16.3.3 any infringement of the trademarks or any other intellectual property rights whatsoever of any person, by any of them, resulting from the supply, delivery, installation or commissioning of the Equipment under this agreement for their own use or onward supply to other persons; or



- 16.3.4 the Contractor's employment or hire of illegal foreign workers in breach of Clause 14; or
- 16.3.5 otherwise arising in any way out of SATSCAT's entry into this agreement with the Contractor, or the supply, delivery, installation or commissioning of the Equipment from the Contractor under the terms of this agreement.

## **17 PERFORMANCE BOND**

17.1 A performance bond in the sum of five percent (5%) of the price either by a crossed cheque or a banker's guarantee (in the form prescribed by SATSCAT and issued by a reputable bank acceptable to SATSCAT) shall be given to SATSCAT free of interest by the Contractor. The date of expiry shall be twelve (12) months after the date of commencement of the warranty period as specified in the Certificate of Acceptance of the Equipment. SATSCAT shall be entitled to deduct from the performance bond such amount(s) required (the exact amount(s) to be determined by SATSCAT) to make good any breach of this agreement by the Contractor, or to compensate for any loss or damage caused to SATSCAT by the Contractor, or amounts owed to SATSCAT by the Contractor under this agreement. The Contractor must furnish the security deposit to SATSCAT on or before the commencement of the term of this agreement, failing which SATSCAT will, without further notice, set off and deduct against any payment(s) due to the Contractor, such amounts sufficient to comprise the security deposit, and shall hold the same as the security deposit in cash pursuant to this clause.

## **18 TERMINATION**

18.1 SATSCAT may terminate all or any part of this agreement by giving the Contractor twenty-four (24) hours prior written notice if the Contractor:-

18.1.1 fail to comply with any provision of this agreement; or

18.1.2 takes or has taken or instituted against any action or proceeding, whether voluntary or compulsory, having for its object the winding up of the Contractor other than a voluntary winding up by members for the purposes of reconstruction or amalgamation, or if a meeting of the Contractor's creditors be called, or if a receiver or official manager be appointed in respect of all or any part of the Contractor's property, business or undertaking, or if a distress or execution be threatened or levied on or against all or any part of the Contractor's property or if the Contractor enters into a composition or other arrangement with its creditors.

18.2 In any such event SATSCAT shall not settle any claim by the Contractor for any loss, damage, costs or expenses incurred therein as a result of such determination and SATSCAT may purchase the Equipment from other sources and the Contractor shall reimburse SATSCAT any losses and the amount of any additional expenses incurred by SATSCAT.

18.3 SATSCAT may at any time, terminate this agreement without cause by serving on the Contractor not less than one month's notice of such termination.

## **19 GIFTS INDUCEMENTS AND REWARDS**

19.1 SATSCAT may terminate this agreement forthwith and recover from the Contractor the amount of any loss resulting from such termination if 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 agreement with SATSCAT or for showing or forbearing to show favour to any person in relation to any contract with SATSCAT or if the like 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 if in relation to any contract with SATSCAT, the Contractor or any person employed by it or acting on their behalf commits any offence under the Penal Code or the Prevention of Corruption Act (Chapters 224 and 241 respectively of the 1985 Edition) 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.

## **20 ARBITRATION**

20.1 Any dispute, controversy or disagreement arising out of or relating to the Tender Documents, including any question regarding the existence, validity or termination of the Tender Documents ("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, in which event the provisions of this Clause 20 shall prevail and apply.

20.2 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.

20.3 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.

## **21 GOVERNING LAW**

21.1 This agreement shall be construed and governed by the law of the Republic of Singapore.

**22 HEADINGS**

22.1 The headings to the clauses of this agreement are for ease of reference only, and shall not be taken into account in the interpretation or construction of this agreement or any of its provisions.

**23 NOTICES**

23.1 All notices permitted or required to be given hereunder shall be in writing and either delivered in person or sent by certified registered mail, postage prepaid, or facsimile, to the address of the relevant party as set out in page 1 or the facsimile number of the relevant party as set out below, or such other address or facsimile number as notified by the relevant party to the other from time to time.

SATSCAT : [\_\_\_\_\_]

The Contractor: [\_\_\_\_\_]

**24 AIRPORT PASS**

24.1 The Contractor will bear the cost relating to applications for airport passes and other identification passes to be issued to its workers employed in performing its duties in pursuance of this agreement and shall ensure the return of the passes to the issuing authorities for workers who are no longer under their employment or who cease to work on the premises of SATSCAT. The Contractor shall return all the airport passes of its workers at the termination or expiry of this agreement unless it is extended in accordance with the provisions herein. Proof of return of the airport passes shall be furnished by the Contractor. For each failure of the Contractor to return airport passes and other identification passes immediately to the issuing authorities for workers who are no longer under their employment or who cease to work on the premises of SATSCAT, the Contractor will pay SATSCAT liquidated damages of S\$200, the sum of which the Contractor acknowledges and agrees represents a genuine pre-estimate of the loss that SATSCAT would suffer as a result of the Contractor's breach of this Clause.

**25 COMPLIANCE WITH LAWS AND REGULATIONS**

25.1 The Contractor shall at all times comply with its obligations under the Workplace Safety and Health Act.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands on the day and the year first abovewritten.

SIGNED BY: \_\_\_\_\_ ]  
(Name) ]

for and on behalf of: ]  
**SATS CATERING PTE LTD** ]

\_\_\_\_\_  
(Signature & Company Stamp)

in the presence of: \_\_\_\_\_ ]  
(Name) ]

\_\_\_\_\_  
(Signature of Witness)

SIGNED BY: \_\_\_\_\_ ]  
(Name) ]

for and on behalf of ]  
[ \_\_\_\_\_ ] ]

\_\_\_\_\_  
(Signature & Company Stamp)

in the presence of: \_\_\_\_\_ ]  
(Name) ]

\_\_\_\_\_  
(Signature of Witness)