

**AGREEMENT FOR LEASING OF 150 UNITS OF FORKLIFTS AND 6 UNITS OF PALLET TRUCKS IN SATS AIRFREIGHT TERMINALS FOR A PERIOD OF SIX (6) YEARS (WITH THE OPTION TO LEASE ADDITIONAL 38 UNITS OF FORKLIFTS AND 3 UNITS OF PALLET TRUCKS)**

**THIS AGREEMENT** dated \_\_\_\_\_ is made between

1. **SATS AIRPORT SERVICES PTE LTD (“SAS”)**, a company incorporated in Singapore, Company Registration No. 198500561R and having its registered office at 20 Airport Boulevard, SATS Inflight Catering Centre 1, Singapore 819659; and

2. \_\_\_\_\_ (the **“Owner”**), a company incorporated in Singapore, Company Registration No. \_\_\_\_\_ and having its registered office at \_\_\_\_\_.

(each a **“Party”** and collectively referred to as the **“Parties”**).

**WHEREBY IT IS AGREED** as follows:-

**1 HIRE OF THE EQUIPMENT**

1.1 The Owner will let on hire and SAS will take on hire, subject to the terms and conditions of this Agreement, 138 units of 3-ton & 3 units of 5-ton electric forklifts (collectively referred to as the **“Equipment”**), at the hire charges as set out in Clause 5 of this Agreement. Full particulars of the Equipment shall be described in schedules which may from time to time be executed between SAS and the Owner and attached hereto and/or incorporated by reference (each, an **“Equipment Schedule”**, which shall be in the form prescribed in Schedule 1 hereto). Each executed Equipment Schedule shall be read together with and form an integral part of this Agreement.

1.2 The Equipment shall fully comply with the specifications set out in **Appendix B** attached hereto (hereafter referred to as the **“Specifications”**). SAS shall have the right to use the Equipment and any other equipment leased to SAS pursuant to this Agreement within the airport premises at Changi Airport in Singapore and on all roads (including but not limited to public roads) outside the airport premises, excluding Jurong Island.

**2 HIRING COMMENCEMENT AND TERM**

2.1 The hiring of each unit of Equipment shall commence on the delivery date of each Equipment stated in the relevant Equipment Schedule (the **“Commencement Date”**) or earlier depending on Equipment availability, and shall continue for a period of **72 months** from the Commencement Date unless earlier determined in accordance with **Clause 3** (the **“Term of Hire”**). The Owner shall deliver the Equipment to SAS at the premises stated in the relevant Equipment Schedule on or before the Commencement Date. All units of Equipment should be delivered to SAS premises before .

**3 TERMINATION**

3.1 This Agreement may be terminated:

- (a) by the Owner giving written notice to SAS, if SAS fails to pay any undisputed charges due hereunder within ninety (90) days after written notification of such default of the due date therefor; or
- (b) by either party giving written notice to the other party if the other party commits any breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within fourteen (14) days of a written request to remedy the same; or
- (c) by SAS at any time upon the giving of ninety (90) days' written notice to the Owner; or
- (d) by either party giving written notice to the other party (**“the other party”**) in the event that the other party (a) files for bankruptcy; (b) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (c) makes an assignment for the benefit of all or substantially all of its creditors; or (d) enters

into an agreement for the composition, extension, or readjustment of substantially all of its obligations.

3.2 Upon expiry or termination of this Agreement, a request for return of Confidential Information will be deemed to have been made and **Clause 25.5** shall apply.

3.3 Any termination of this Agreement pursuant to this Clause shall be without prejudice to any other rights or remedies SAS may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party.

3.4 All Clauses of this Agreement so intended to survive after expiry or termination of this Agreement shall survive the expiry or sooner termination of this Agreement. Without prejudice to the generality of the foregoing and for the avoidance of doubt, **Clauses 3.4, 7.5, 11, 12.10, 14, 16, 18, 24, 25, 26 and 27** shall survive the expiry or termination of this Agreement.

#### **4 ACCEPTANCE RECEIPT**

4.1 On delivery of each unit of Equipment or batch of Equipment, SAS shall inspect the delivered Equipment and shall notify the Owner of any defect in writing. The Owner shall remedy the defect as soon as practicable after service of such notice on it but in any event no later than 14 days from the date of the said notice, failing which the Owner shall arrange at its own cost and expense delivery of replacement unit(s) of Equipment, and the return of the defective Equipment, and no Hire Charge (as defined in **Clause 5.1**) shall be chargeable by the Owner in respect of such returned Equipment.

#### **5 HIRE CHARGE**

5.1 SAS shall pay to the Owner during the Term of Hire the charges for the Equipment as specified in Appendix C ("**Hire Charge**"):

5.2 Payments will be made on a monthly basis within 30 days after SAS's receipt and acceptance of the Owner's monthly invoice. Where a Term of Hire include a part, and not a full calendar month, the Hire Charge due and payable by SAS will be pro-rated in respect of such period.

5.3 The Hire Charges stated in **Clause 5.1** is exclusive of Goods and Services Tax ("**GST**") calculated by reference thereto. Such GST shall be paid by SAS. The Owner shall submit its tax invoices to SAS for payment of GST.

#### **6 OPERATIONAL STANDARDS OF THE EQUIPMENT**

6.1 During the term of hire, and in addition to any other representations and warranties made by the Owner under this Agreement, the Owner warrants that the Equipment can be and shall be operated to meet fully SAS' operational standards.

#### **7 OWNER'S RESPONSIBILITY**

7.1 The Hire Charges hereof shall be inclusive of the Owner's charges for the following items, and the Owner shall perform the following without additional cost to SAS:

- (a) supply to SAS a copy of the relevant operational manual(s) for the Equipment;
- (b) monthly maintenance and servicing of the Equipment as stipulated in **Appendix B** in accordance with the agreed maintenance schedule; All service reports should be submitted to SAS daily including downtime report status. The downtime report status format is to be provided by SAS. Collection and returning of Equipment is to be done before and after maintenance respectively to the designated locations. Topping up of battery water for electric forklifts is to be done once every week at no costs to SAS.
- (c) provision of labour and parts for breakdown repair due to fair wear and tear and/or damage caused by circumstances beyond SAS's control other than as specified in Clause 10 (and excluding damage caused by the gross negligence or wilful misconduct of SAS). For repairs that are chargeable, quotations have to be submitted to SAS daily for verifications and approval. Photos of damages must be attached with the quotations.

- (d) provision of labour to change tyres due to fair wear and tear and/or puncture. The Owner shall supply one set of new tyres per year for each unit of Equipment at no cost to SAS;
- (e) touching up of paint and company logo during monthly maintenance;
- (f) provide refurbishment program at the end of 36 months leasing period. The Owner shall submit the list of parts that are to be changed during the refurbishment program and the parts shall be at no cost to SAS;
- (g) provide battery replacement after the battery life cycle has ended and shall be at no cost to SAS;
- (h) provide float units of equivalent specifications of 10% of the total fleet size;
- (i) registration of the Equipment with both the Land Transport Authority of Singapore (“LTA”) and the Civil Aviation Authority of Singapore (“CAAS”) and all other applicable authorities to enable the Equipment to be used within the airport premises at Changi Airport in Singapore and on all roads (including but not limited to public roads) outside the airport premises, excluding Jurong Island;
- (j) arrangements for annual inspection of the Equipment, in accordance with the maintenance schedule referred to in Clause 7.1 (b) and such additional inspections as necessary by all relevant authorities at the Owner’s cost. The Owner shall monitor and renew at its own cost all vehicle permits issued by CAAS and LTA and all other relevant authorities, and ensure that the said permits remain valid throughout the term of hire. Where SAS attends to the foregoing and incurs any fees on behalf of the Owner and/or payable by the Owner pursuant to this Agreement, the Owner shall reimburse SAS for the same and pay to SAS an administrative charge of 15% of such fees, promptly on demand. It is the Owner’s responsibility to ensure inspections are carried out on an annual basis;
- (k) training of SAS’s authorised personnel on the operation of the Equipment;
- (l) removal of plastic sheets, strapping materials and any other materials found entangled in the wheels of the Equipment at no cost to SAS;
- (m) use appropriately qualified and skilled personnel to perform the Owner’s obligations under this Agreement and deliver the Equipment. SAS may at any time require the Owner to substitute promptly any of its personnel that has been allocated for the performance of this Agreement;
- (n) attain at least 99% serviceability rate for the Equipment (“SR”); If the SR is not met, SAS shall be entitled to charge the Owner liquidated damages calculated as follows :

$$SR = \left( 1 - \frac{\text{Total breakdown hours}}{\text{Total hours for the month} \times \text{fleet size}} \right) \times 100\%$$

Target	Serviceability Rate	Deduction
99%	98% - 98.9%	5% deduction of leasing cost
	97% - 97.9%	10% deduction of leasing cost
	96% - 96.9%	15% deduction of leasing cost
	95.9% and below	20% deduction of leasing cost

The breakdown days start from the time the fault is reported till the fault is rectified. Preventive maintenance is not included in the calculation of the SR.

- (o) adhere to SAS’ administrative procedures applicable to SAS and all of SAS’ instructions and guides issued from time to time in relation to this Agreement made available to the Owner and which may be revised by SAS from time to time;
- (p) conform with any and all laws, statutory orders, regulations and standards applicable to the performance of this Agreement and apply for all necessary licenses or permits required for the

performance of this Agreement and the delivery of the Equipment at no cost to SAS. All certificates, licenses or permits shall be duly forwarded to SAS within one month from date of issue; and

- (q) perform this Agreement and deliver the Equipment in a safe and secure manner, with active regard to safety and in accordance with all applicable work safety, health, fire and security regulations imposed by law, by SAS or its authorised representative. Without prejudice to the generality of the foregoing, the Owner shall comply with the Work, Safety and Health Rules and Regulations set out in **Appendix F**.

7.2 The Owner shall perform its obligations under this Agreement in accordance with the best industry practice and diligently, efficiently, in a timely manner with due care and skill to be expected of a reputable lessor or supplier experienced in the type of services to be carried out under this Agreement.

7.3 In addition to any other representations and warranties made by the Owner under this Agreement, the Owner warrants and undertakes:

- (a) it has the right power and authority to enter into this Agreement;
- (b) that it has the rights necessary to perform its obligations hereunder;
- (c) its title to and property in each unit of Equipment and all related documentation (including without limitation all training and operational manuals) is free and unencumbered and it owns or has all necessary rights to let on hire the Equipment and any other equipment pursuant to this Agreement;
- (d) the performance of this Agreement and the delivery of the Equipment and all equipment supplied by the Owner to SAS under this Agreement and the use and operation of the Equipment and any documentation delivered by the Owner (including without limitation any the training and operational manual) do not alone or in any combination infringe any intellectual property rights, and the Owner is not aware of any claims of the intellectual property rights in the Equipment and documentation that would be inconsistent with the performance of its obligations under this Agreement;
- (e) that (i) the training or instruction of the SAS authorised personnel referred to in **Clause 7.1 (k)**, and (ii) the documentation and all training and operational manuals shall be complete, accurate and adequate to enable SAS and its authorised personnel to make full and proper use of the Equipment in conjunction with the documentation and training and operational manuals without reference to any person or document;

7.4 In addition to any other representations and warranties made by the Owner under this Agreement, the Owner warrants that the Equipment to:

- (a) be of suitable grade of its respective kind;
- (b) be free from defects in title, design, materials, performance, operation, and workmanship;
- (c) strictly conform to the Specifications, and other descriptions referred to herein or provided by SAS to the Owner;
- (d) be of merchantable quality and fit for the purpose(s); and
- (e) conform to all applicable laws, ordinances, codes and regulations.

7.5 The Owner shall further fully and effectively indemnify, hold harmless and save SAS and its subsidiaries, holding company, related companies, associated companies and affiliated companies harmless against and from:

- (a) any breach, non-observance or non-performance by the Owner or its officers, employees, representatives, agents or subcontractors of the terms of this Agreement;
- (b) any act or omission of the Owner, its officers, employees, representatives, agents or subcontractors which render the Owner liable to SAS under the terms of this Agreement;

- (c) without prejudice to **Clause 7.5 (a)** and **Clause 7.5 (b)**, any claim, damage, loss or expense to the extent due to or resulting from any negligence or breach of duty on the part of the Owner, its officers, employees, representatives, agents or subcontractors.

## **8 COLLECTION OF THE EQUIPMENT**

8.1 Upon the termination of the hire under this Agreement whether by expiration of time or otherwise, the Owner shall at its own expense collect the Equipment from SAS within **21** days from (a) the expiration of 72 months after each respective Commencement Date, or (b) (if this Agreement is earlier terminated in accordance with Clause 3) the date of SAS' written notice to the Owner to collect the Equipment. Without prejudice to any other rights and remedies available to SAS under this Agreement and/or the law, if the Owner fails to collect the Equipment by the stipulated date of collection, SAS shall have the right to charge the Owner storage charges at a rate to be determined by SAS commencing on the stipulated date of collection till the date of actual collection by the Owner.

## **9 ASSIGNMENT**

9.1 This Agreement is personal to the Owner and the Owner may not assign and/or novate the whole or any part thereof or any of its rights, interests and obligations hereunder.

9.2 SAS may assign the whole or any part of this Agreement or all or any of its rights, interest and obligations hereunder, to any of its subsidiaries, holding company, related companies, associated companies or affiliated companies. The Owner hereby gives its consent to such assignment and/or novation as described herein.

## **10 BREAKDOWN**

10.1 SAS shall notify the Owner of any fault, defect, malfunction, breakdown or unsatisfactory working or performance of the Equipment or any part thereof.

10.2 The Owner shall promptly rectify, repair and make good any fault, defect, malfunction, breakdown and/or performance of the Equipment or any part thereof which is determined to be unserviceable. The Owner shall use its best efforts to minimise the down-time or non-availability of the Equipment and guarantees that, no repair shall take more than 24 hours from the time that SAS gives the Owner the notice referred to in **Clause 10.1**.

10.3 If the Owner is unable to rectify, repair, make good and restore the Equipment to serviceable and operable condition to SAS' satisfaction within 24 hours from the time that SAS gives the Owner the notice referred to in **Clause 10.1**, the Owner shall supply SAS with a substitute Equipment that fully complies with the Specifications and is of age and quality at least equivalent to the age and quality of the original Equipment (if it had been in good operable condition) without additional cost to SAS, either temporarily until the Equipment has been repaired and returned to SAS's designated premises or in replacement of the Equipment. The Owner agrees and confirms that all warranties and guarantees furnished by the Owner in respect of the Equipment in this Agreement shall apply in all respects to the substitute Equipment.

10.4 If the Owner fails to supply SAS with a substitute Equipment as described in **Clause 10.3** within 24 hours from the time that SAS gives the Owner the notice referred to in **Clause 10.1**, SAS shall have the right to lease/hire from other sources other equipment to replace the Equipment and the Owner shall bear the cost of and reimburse SAS for the full rental of and all other costs and charges related to the replacement equipment.

10.5 The supply by the Owner of a substitute Equipment in accordance with the foregoing provisions shall be free of charge to SAS in the event that the Equipment is defective or breakdown or fail to work satisfactorily due to an accident not arising out of act, omission, default or neglect of the Owner or its employees or agents. In such case, if the repair and restoration of the Equipment are not effected to SAS's satisfaction within 24 hours from the time that SAS gives the Owner the notice referred to in **Clause 10.1**, substitute Equipment as described in **Clause 10.3** will have to be provided by the Owner within 24 hours period at a daily rate to be borne by SAS, calculated as follows :-

50% of monthly Hire Charge  
30 days

10.6 If the Equipment is still not rectified, repaired or restored and/or remains unserviceable or not in an operable condition to SAS' satisfaction and no substitute Equipment is provided after 30 calendar days have elapsed from the date of SAS' notice referred to in **Clause 10.1**, without prejudice to any other rights or remedies of SAS under this Agreement and/or applicable law, SAS need not pay any Hire Charge for that unit of Equipment for the entirety of the duration during which it was unserviceable.

10.7 All costs incurred in the transportation of the Equipment and the substitute Equipment to and from SAS' designated premises shall be borne by the Owner.

10.8 Without prejudice to SAS rights pursuant to **Clause 10.6**, if the Equipment or any part thereof is faulty, defective, malfunctions, breaks down and/or is in an unsatisfactory working condition or fails to perform in accordance with the Specifications other than through SAS' gross negligence or wilful default, SAS shall be allowed pro rata reduction of the Hire Charge in respect of the period commencing from the date of notification from SAS to the Owner of such fault, defect, malfunction or breakdown up to the time when the Equipment has been repaired and delivered to and accepted by SAS at a location designated by SAS.

## **11 INDEMNITY**

11.1 Without prejudice to any other liabilities, obligations, and indemnities provided by the Owner in this Agreement, the Owner shall be liable for and shall fully and effectively indemnify, defend and hold harmless SAS and its holding company, related, associated and affiliated companies from and against any liability, loss, damage, claim or proceedings whatsoever (including without limitation, the cost of any lawsuit and legal fees) in respect of personal injuries to or death of any person whomsoever arising out of or in connection with or in the course of the performance or non-performance or purported performance by the Owner of its obligations under this Agreement.

11.2 Without prejudice to any other liabilities, obligations and indemnities provided by the Owner in this Agreement, the Owner shall be liable for and shall fully and effectively indemnify, defend and hold harmless SAS and its holding company, related, associated and affiliated companies against any liability, loss, damage, claim or proceedings whatsoever (including without limitation, the cost of any lawsuit and attorney's fees) in respect of any loss or damage suffered or incurred by SAS arising out of or in connection with or in the course of the performance or non-performance or purported performance by the Owner of its obligations under this Agreement.

## **12 INSURANCE**

12.1 The Owner shall forthwith and without prejudice to its liabilities, obligations and responsibilities under the Agreement, procure, maintain and continue in force at its own costs and expense for the duration of this Agreement the following insurance policies:-

Workmen Compensation insurance (with Endorsement A and B as shown below) as required by laws, regulations and/or statutes applicable to and covering any employees of the Owner/subcontractor engaged in the performance of any services pursuant to this Agreement. Such insurance shall be endorsed to the effect that claims formulated by the Owner's personnel against SAS shall be treated as claims against the Owner and be compensated by such insurance.

The following Endorsements A and B shall be included in the Workmen's Compensation policy:-

### ENDORSEMENT A

It is hereby understood and agreed that in the event of any workman employed by the within Insured or by the Insured's Contractors as referred to in Endorsement B herein or any dependant of such workman, bringing or making a claim under the Work Injury Compensation Act (Chapter 354) in force in Singapore against SATS Airport Services Pte Ltd ("SAS") and its assigns, subsidiaries, holding company, related companies, associated companies and affiliated companies for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy

which the Insured may be carrying out for SAS, the Company will indemnify SAS and its assigns, subsidiaries, holding company, related companies, associated companies and affiliated companies against such claim, and any costs, charges and expenses in respect thereof. Provided always that the Insurance Company may have the sole conduct and control of all proceedings connected with the claims covered by this endorsement. Nothing in this endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said Legislation or Common Law in Singapore.

#### 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 Work Injury Compensation Act (Chapter 354) or Common Law in Singapore.

12.1.2 Machinery All Risk Liability insurance insuring against any property loss and/or damage or personal injury or death arising out of the operation of equipment by the Owner's staff or sub-contractors and/or suppliers, and if the cause of the incident is attributed to mechanical failure due to non-compliance in the Owner's preventive maintenance responsibility as stipulated in Appendix B. SAS will maintain a separate policy at its own cost insuring against any property loss and/or damage or personal injury or death arising out of the operation of the equipment by its own staff or subsidiaries.

12.2 The Owner shall provide SAS within 14 calendar days from the date of this Agreement, Certificates of Insurance to evidence that all policies of insurance required above have been purchased. Renewal certificates shall be furnished to SAS within 14 calendar days from the respective renewal dates.

12.3 To the extent possible, the Owner shall require all of his sub-contractors/suppliers to provide insurance similar to the above, as well as any other that the Owner considers necessary in accordance with the Owner's usual practice. The provision of insurance by a sub-contractor/suppliers shall in no event relieve the Owner of its obligation to provide such coverage under the terms of this Agreement.

12.4 In order to ensure the adequacy of insurance, the Owner shall notify its insurers of changes in the nature, extent or program for the performance of this Agreement and ensure the adequacy of the insurance at all times in accordance with the terms of this Agreement.

12.5 The Owner shall provide statements at least thirty (30) calendar days prior written notice of cancellation or material change of the insurance policies required herein.

12.6 The Owner shall comply with all of the terms, conditions and warranties of all insurance effected pursuant hereto and any other insurance taken out in respect of any aspect of this Agreement.

12.7 In the event that the Owner fails to comply with any condition imposed by the insurance policies effected pursuant to this Agreement, the Owner shall, in addition to any other liabilities which the Owner has, indemnify SAS its subsidiaries, holding company, related companies, associated companies and affiliated companies against all losses and claims arising from such failure. This **Clause 12.7** shall survive the termination or expiration of this Agreement.

12.8 If the Owner fails or refuses to obtain the insurance required by this Agreement or to provide SAS with policies or renewal policies as and when required, SAS shall have the right to procure such insurance at the Owner's expense, in which event any amounts paid by SAS for this purpose shall immediately become due and be payable by the Owner to SAS and SAS in addition to any other remedy available under this Agreement, shall be entitled to deduct such amount from any monies due or which become due to the Owner. SAS has no obligation to provide insurance cover to the Owner or his sub-contractors or suppliers.

12.9 The examination of or failure to examine the insurance policies (as submitted by the Owner) by SAS does not in any way relieve the Owner of its responsibility to effect all necessary insurance as provided for in this Agreement.

12.10 All insurance policies provided for in **Clause 12** are primary insurance and shall not be considered contributory insurance with any insurance policies of SAS, if any.

12.11 The insolvency, liquidation, bankruptcy or failure of any insurance company providing insurance for Owner or his sub-contractors or suppliers, or failure of any such insurance company to pay claims accruing, shall not be considered a waiver of, nor shall it excuse Owner from complying with any of the provisions of this Agreement.

12.12 Each party shall give the other prompt written notice of any claim under any of the insurance policies to be maintained by the other under the Agreement, together with details of the event giving rise or likely to give rise to a claim. Each party shall render to the other all reasonable assistance that may be required for the preparation and negotiation of insurance claims.

12.13 Nothing in this Agreement shall be construed to take away, to waive or in any manner modify the right of SAS and its subsidiaries, holding company, related companies, associated companies and affiliated companies to be indemnified by the Owner in respect of all damages, compensation, costs and expenses whatsoever which by reason of the Owner's default or otherwise, become payable by SAS and/or its subsidiaries, holding company, related companies, associated companies and affiliated companies under any law or regulation.

### **13 FORCE MAJEURE**

13.1 Neither party to this Agreement shall be liable for any loss, damage or expenses which arise(s) from its delay, failure or omission to perform or observe this Agreement where such delay or failure is caused by strikes, lockouts, war, civil commotion, riots, Acts of God, acts of government, pandemics, epidemics or other exceptional and extraordinary causes which are outside the control of such party ("force majeure event"). The party claiming the force majeure event will promptly notify the other in writing within seven (7) days on becoming aware of the occurrence of the force majeure event, giving reasons for the delay or stoppage and the likely duration. SAS may, if the force majeure event continues for more than sixty (60) continuous days, terminate this Agreement with immediate effect by giving written notice to the Owner, and neither party will be liable to the other for such termination.

### **14 NOTICES**

14.1 All notices required or permitted to be given hereunder shall be in writing and in the English language and shall be sent by hand or by post, facsimile or email to the respective addresses and/or numbers of the parties set out below or to such other address or numbers as the relevant party may hereafter specify to the other party by notice in writing expressed to be for the purposes of this Clause.

If to SAS:

Name: Dennis Chua  
Address: 30 Airline Road Singapore Changi Airport  
Singapore 819830  
Attn: Senior Cargo Executive, Building and Technical Services  
Tel/Fax: 6541 3927/ 6545 0532  
Email: Dennis\_ChuaZW@sats.com.sg

If to the Owner:

Name:  
Address:  
Tel/Fax:  
Email:

14.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered if (i) delivered by hand, on the date of receipt, (ii) delivered by pre-paid registered mail, on the day on which it is left at such address or (iii) delivered by fax or email, when transmitted, error free.

### **15 STAMP DUTIES AND INCIDENTAL EXPENSES**



15.1 Stamp duty and all incidental expenses payable on or in connection with the preparation and execution of this Agreement shall be borne and paid by the Owner.

## 16 GOVERNING LAW

16.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore.

## 17 NON-EXCLUSIVE SERVICE

17.1 The Owner shall not be the exclusive supplier of Equipment to SAS.

## 18 DISPUTE RESOLUTION

18.1 In the event of any dispute of difference arising out of or in connection with this Agreement or the breach thereof including any question regarding its existence, validity or termination, the parties shall use their best endeavours to settle such disputes or differences through amicable discussions. To this effect, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach an amicable and equitable solution satisfactory to both parties.

18.2 If the parties are unable to reach any solution within a period of thirty (30) days after the commencement of the negotiation then the parties shall submit unconditionally to the exclusive jurisdiction of the courts of Singapore.

## 19 ALTERATIONS OR MODIFICATIONS

19.1 SAS may at its own expense and with the Owner's prior written consent which consent shall not be unreasonably withheld, alter or modify the Equipment to suit SAS's requirements.

## 20 OPTION FOR FURTHER HIRING

20.1 The Owner hereby grants to SAS an irrevocable option to hire from it up to 30 units of 3-ton & 3 units of 5-ton electric forklifts at the same monthly Hire Charge ("**Optional Equipment**"). The hiring of the Optional Equipment shall commence at any such time as advised by SAS in writing and shall continue for a period of 60 months or otherwise indicated in the Equipment Schedule, from the date of the aforesaid written advice unless earlier determined in accordance with **Clause 3**. The Optional Equipment shall be in brand new condition. In the event that the Owner is unable to provide a model of any Optional Equipment with specifications as stated in Appendix A, a suitable alternative approved and acceptable by SAS will be provided. The delivery dates of such Optional Equipment will be as specified by SAS in writing. All the terms and conditions of hire set out in this Agreement shall apply to the Optional Equipment, *mutatis mutandis*.

20.2 The Owner hereby grants to SAS an irrevocable option to extend the period of hire of the Equipment or the Optional Equipment or any of them, for a further period of one (1) year commencing on the date of expiry of the initial period of hire as specified in this Agreement, at the monthly unit price of Singapore dollars ,\_\_\_\_\_per 3-ton electric forklift, \_\_\_\_\_per 5-ton electric forklift. Other than the monthly unit price as set out in this Clause 20.2, all other terms and conditions of this Agreement shall remain the same, save that SAS reserves the right to review and revise any term (subject to the Owner's agreement) based on SAS' assessment of the serviceability of the Equipment or Optional Equipment at the end of the initial 72-month period of hire.

20.3 SAS may exercise this option at any time (whether for all Equipment together or for each equipment separately). Delivery dates will be specified by SAS.

## 21 INTERPRETATION

22.1 In this Agreement, unless the context otherwise requires:

- (a) words importing the singular shall include the plural and *vice versa*;
- (b) words denoting persons shall include corporations, companies, firms or other bodies as the case may be;
- (c) words denoting the masculine gender shall include the feminine gender and neuter genders and *vice versa*;
- (d) references to this Agreement reference to this Agreement include the Appendices hereto which shall form an integral part of this Agreement and be interpreted accordingly;
- (e) headings are inserted for the ease of reference only and shall not affect the construction thereof;
- (f) unless otherwise specifically provided, all references in this Agreement to dollar amounts shall be in Singapore Dollars;
- (g) reference to law means common law, principles of equity and laws made by parliament (and laws made by parliament include laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (h) The words “including”, “for example” or “such as” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (i) This Agreement comprises of:
  - a) The main body of this Agreement;
  - b) Appendix B: Specifications;
  - c) Appendix C: Hire Charges
  - e) Appendix F: Workplace Safety and Health (“WSH”) Rules and Regulations; and

## 22 EMPLOYMENT OF FOREIGN WORKERS

22.1 The Owner will not employ any illegal foreign workers or personnel in the performance of this Agreement. If any illegal foreign worker or personnel is employed by the Owner, SAS may take such measures, including without limitation the termination of this Agreement, withholding of payments due to the Owner, and/or debarment of the Owner from future tenders/quotations of SAS or its subsidiaries, holding company, related companies, associated companies or affiliated companies, as SAS may deem appropriate in the circumstances.

22.2 SAS may conduct random on-site checks on the Owner’s personnel at the Owner’s premises to verify that the Owner has complied with this **Clause 22** and the Owner will permit SAS to enter its premises for this purpose and cooperate with and render all reasonable assistance to SAS, at the Owner’s costs, in connection with such verification. Notwithstanding the foregoing and any actual checks done by SAS, the Owner will continue to be fully liable to SAS and its subsidiaries, holding company, related companies, associated companies and affiliated companies for any lack of compliance with any applicable laws and regulations regarding employment of foreign workers and workplace health and safety.

22.3 The Owner will not later than 14 days from the date of this Agreement and before the first Commencement Date, provide SAS with a list of the names and particulars (including address, nationality, passport number and work permit number) of all the personnel of the Owner who will be engaged in the performance and discharge of the Owner’s obligations under this Agreement. The Owner will submit an updated and duly-certified information sheet on its personnel (such information to be given to SAS in whatever means or form as required by SAS), including a copy of each of the following items, to SAS weekly for its inspection and record:

- (a) Personal particulars (including name, address, nationality, passport number and work permit number) of its personnel involved in the performance of this Agreement;

- (b) The work permits of new personnel;
- (c) The passports, entry permits or re-entry permits of these its personnel 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 personnel currently or previously (as appropriate) employed by the Owner to perform this Agreement or any part thereof at the premises of SAS and/or its subsidiaries, holding company, related company, associated and/or affiliated companies and:
  - (i) are no longer in the Owner's employ;
  - (ii) are no longer working at the premises of SAS and/or its subsidiaries, holding company, related, associated and/or affiliated companies;
  - (iii) have tendered their resignation to the Owner or whose employment has been terminated by the Owner; or
  - (iv) have been absent without official leave from the Owner.
- (e) Full personal particulars of all its personnel 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.

## 23. **PILFERAGE**

23.1 The Owner will be responsible for ensuring that its personnel do not, without prior express authorization from SAS, remove any property other than items belonging to the Owner and the respective personnel absolutely, from any premises belonging to or occupied by SAS and/or its subsidiaries, holding company and/or its related or associated companies.

## 24. **EXCLUSION OF LIABILITY**

24.1 SAS shall have no responsibility (whether to the Owner or otherwise) in respect of any losses which are not reasonably foreseeable, any indirect, consequential, special or punitive losses, any loss of anticipated revenue, 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 Owner as a result of, or in connection with, any claims brought against the Owner by any third party, howsoever arising (whether in contract, tort or otherwise) and even if SAS had been advised of the possibility or likelihood of the same.

24.2 Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary herein, the aggregate liability of SAS arising out of or in connection with this Agreement shall not in any event exceed the Hire Charges paid under this Agreement.

## 25. **CONFIDENTIALITY**

25.1 For the purposes of this Agreement, "Confidential Information" includes the terms of this Agreement, the Appendices to this Agreement, all information (written or oral) concerning the business and affairs of SAS and its subsidiaries, holding company, related, associated and affiliated companies (including, without limitation, information relating to the operational systems and processes as adopted by SAS, customers and services of SAS or its subsidiaries, holding company, related companies, associated companies or affiliated companies, reports, recommendations, advice or tests, and data obtained or received or accessed by the Owner as a result of or in connection with the entry or performance of this Agreement). Any information which the Owner has received or will receive in tangible form from SAS whether or not marked as "Confidential" or "Proprietary" or with words to similar effect pursuant to this Agreement will also be considered Confidential Information or if by its nature is deemed to be confidential information.

25.2 The Owner agrees to keep confidential, and to procure that its officers, employees, agents, vendors and subcontractors keep confidential, all Confidential Information, and shall not, disclose the Confidential Information to any other person unless disclosure has been expressly permitted by SAS

in writing. The Owner agrees and acknowledges that Confidential Information shall only be used for the purposes of performing its obligations under this Agreement.

25.3 The Owner agrees to disclose such Confidential Information only to the extent necessary to such of its officers, employees, representatives, agents, approved vendors and subcontractors as shall have a strict need to know for the proper purposes referred to in this **Clause 25.2**. The Owner hereby undertakes to take all such steps as shall from time to time be necessary to ensure compliance by its officers, employees, representatives, agents, vendors and subcontractors with the provisions of this **Clause 25**.

25.4 Notwithstanding the foregoing, the Owner shall not be liable to SAS for the disclosure of any Confidential Information which is in or later enters the public domain other than by reason of any breach, default or wilful or negligent act or omission of the Owner or any of its officers, employees, representatives, agents, vendors or subcontractors.

25.5 Upon request, the Owner shall immediately return to SAS all tangible materials (including copies thereof). If not returned, such tangible materials shall be destroyed (or deleted if stored or contained in a database or compilation system).

25.6 The provisions of this **Clause 25** shall survive, and continue to be binding on the parties after, the termination of this Agreement.

## 26. **INTELLECTUAL PROPERTY RIGHTS & LICENCES**

26.1 The Owner warrants that it has title to or that it has the irrevocable and unconditional right in perpetuity to use all intellectual property rights comprised in or subsisting in all Equipment (which for the purposes of this Clause 26 shall include all Optional Equipment and substitute equipment) and all related documentation (including without limitation training and operational manuals), which shall include without limitation, any customization done by the Owner for SAS pursuant to this Agreement and any derivative Specifications and documentation, as well as any and all other materials or part thereof provided to or acquired by the Owner, or created or developed by the Owner for SAS for the sole purposes of this Agreement.

26.2 The Owner shall fully and effectively indemnify and hold harmless SAS and its subsidiaries, holding company, related companies, associated companies and affiliated companies against any liability, losses, damages, claims (including without limitation costs of any lawsuit or attorney's fees) arising out of or in respect of any claim or action by any third party for infringement of the intellectual property rights in the Equipment and related documentation including without limitation training and operational manual, (an "Intellectual Property Infringement"), provided always that SAS:

26.2.1 gives notice to the Owner of any Intellectual Property Infringement forthwith upon becoming actually aware of the same;

26.2.2 gives the Owner the sole conduct of the defence (at the Owner's sole cost and expense) to any claim or action in respect of any Intellectual Property Infringement; and

26.2.3 acts in accordance with the reasonable instructions of the Owner and gives to the Owner such assistance as it shall reasonably require (at the Owner's sole cost and expense) in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

## 27. **GENERAL**

27.1 Waiver:

No waiver of any rights arising under this Agreement shall be effective unless in writing and signed by the party against whom the waiver is to be enforced. No waiver of any breach of this Agreement shall operate as a waiver of any subsequent breach of the same or any other provision. The failure of either party to enforce at any time of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision.

27.2 Severability:

If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement not affected by such invalidity, illegality or unenforceability shall remain in force and effect and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

27.3 Binding Effect on Successors-in-title:

This Agreement shall operate for the benefit of and be binding on the successors in title and permitted assigns of each party.

27.4 Sub-Contracting:

The Owner shall carry out its obligations hereunder personally. The Owner shall not subcontract the whole or any part of its obligations under this Agreement without the prior written consent of SAS.

27.5 Set-Off:

Notwithstanding any other provision to the contrary contained in this Agreement, SAS will be entitled, at any time and from time to time, without notice to the Owner, to set off and deduct from any and all amounts payable to the Owner (whether under this Agreement or any other agreement), any and all sums that may be due and owing by the Owner to SAS, its related or associated companies, whether under this Agreement or otherwise (including without limitation, any liquidated damages payable under any of the Clauses or provisions of this Agreement, or any amounts previously overpaid to the Owner).

27.6 Entire Agreement/Amendments:

This Agreement including all appendices and attachments hereto contains the entire agreement between the parties with respect to this Agreement and supersedes all previous agreements and understandings between the parties relating to the subject matter herein. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorised representatives of the parties.

27.7 No Partnership or Joint Venture:

Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between the parties and unless otherwise expressly provided in this Agreement no party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or oblige the other party thereto. The parties enter into this Agreement as independent contractors.

27.8 Publicity:

All media releases, public announcements and public disclosures by the Owner relating to this Agreement, or the subject matter thereof, including but not limited to promotional marketing material, (but not including nor any disclosure required by legal, accounting or regulatory requirements) shall be approved by SAS prior to release.

27.9 Exclusion of Third Party Rights:

A person not party to this Agreement (other than a permitted assignee to whom rights have been assigned in accordance with the provisions of this Agreement) shall have no right under any legislation for the enforcement of contractual terms by a third party (whether in force now or to be enacted in the future and as the same may be modified, adapted or supplemented from time to time) to enforce any term of this Agreement. Without prejudice to the generality of the foregoing, the Contracts (Rights of Third Parties) Act (Chapter 53B) is excluded under this Agreement.

27.10 Time is of the essence:

Time is of the essence for this Agreement but no failure or delay on the part of SAS in exercising any right, power, privilege or remedy shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence to such default.

27.11 Non-Solicitation:

For the duration of this Agreement and for an additional term of 2 years following the expiry or earlier termination of this Agreement, the Owner agrees not to induce or attempt to induce any person who is an employee of SAS and who is or was involved in the performance of this Agreement to terminate his or her employment with SAS.

27.12 Change of Control:

In the event there is any proposed change in the ownership or shareholding of the Owner, the Owner shall seek SAS' written consent prior to such change.

**28. ANTI-BRIBERY AND ANTI-CORRUPTION**

28.1 The Owner undertakes, represents and warrants that:

- (a) the Owner, its officers, employees, representatives, agents or subcontractors and any other person responsible for providing and performing any part of its obligations in this Agreement are 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
- (b) without prejudice to the generality of Clause 28.1, each of the Owner, its officers, employees, representatives, agents or subcontractors and any other person responsible for providing and performing any of its obligations in this Agreement 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 (i) improperly influence any act, decision or failure to act by that official or person; (ii) 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 (iii) secure any improper advantage.

28.2 The Owner 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 SAS and SAS shall have the right to immediately terminate this Agreement by giving written notice to the Owner.

28.3 SAS shall have the right to terminate this Agreement if the Owner breaches this Clause 28.

**29. PERSONAL DATA**

29.1 In this Clause, "Personal Data" means all data which is defined to be "personal data" under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("PDPA") and includes all information which identifies or which relates to an individual, whether true or not, in any form, disclosed, furnished or made available directly or indirectly to the Owner and/or its permitted subcontractors by or on behalf of SAS or otherwise received or obtained by the Owner and/or its permitted subcontractors pursuant to, by virtue of, or in the course of this Agreement.

29.2 Each of SAS and the Owner shall, in its collection, processing, disclosure or other use of Personal Data, for any purpose arising out of or in connection with this Agreement, adhere to the requirements of the PDPA. Without prejudice to the generality of the foregoing, each party shall, where required and in the manner required by any applicable laws or legal requirements ("Law"):

- (a) use Personal Data only for purposes which would be considered appropriate by a reasonable person in the circumstances and only after notifying or obtaining the consent of the individual to whom the Personal Data relates ("Subject Individual");
- (b) provide Subject Individuals with access to their Personal Data and the ability to correct such Personal Data upon request;
- (c) use reasonable efforts to ensure the accuracy of Personal Data;

- (d) institute reasonable security arrangements to protect the Personal Data from unauthorised access and similar risks;
- (e) securely destroy the Personal Data where it is no longer required; and
- (f) transfer Personal Data outside Singapore only as prescribed by Law.

29.3 Each Party shall return or destroy Personal Data provided to it by the other forthwith upon being required to do so by the other or immediately without request upon the expiry or earlier termination of this Agreement.

### **30. URGENT REMEDY PLAN**

30.1 Without limiting its other rights or remedies, SAS may by 3 days' written notice require the Owner to remedy a breach by the Owner of any of these Conditions or contract clauses. The Owner shall continue to perform all obligations under this contract and shall:

30.2 devote all necessary resources to the resolution or mitigation of the breach for immediate resolution, promptly meet with SAS representatives to agree on a strategy (the "Urgent Remedy Plan"), which if approved by SAS, shall be implemented by the Owner immediately;

30.3 and reporting on a daily basis until resolution to the satisfaction of SAS.

30.4 The Owner shall at the same time draft a "Prevention Plan" to prevent a recurrence, after which upon SAS approval, the "Prevention Plan" shall be included into the supplied scope, at no cost to SAS.

30.5 A failure by the Owner to comply with these obligations constitutes a material breach of this Order, without prejudice to SAS other rights and remedies.

### **31. AD HOC WORKS & RATES**

31.1 The Owner shall provide regular equipment condition and performance reports to SAS representatives for mutual review and alignment. The formal report shall provide a recommendation on the major and also the frequent repairs encountered over the entire contract period. The Owner shall recommend a schedule of rates for these repair works with a list frequent replacement parts. While the above price list for ad hoc repair works will not be exhaustive, it should endeavour to cover more than 80% of the value of all such repair works and off-contract chargeable works annually.

31.2 The Owner shall provide the above price rates with the following information:

- 1) Owner's equipment model number
- 2) The total number of such equipment supplied to date
- 3) 'a Brief Description of Ad Hoc works quoted'
- 4) Owner's equipment 'Parent assembly description, wherever possible'
- 5) 'Estimated Lead Time to completion (Days)'
- 6) 'No. of Man Hours charged'
- 7) 'Whether there is any subcontracted works/content within this job'
- 8) 'Unit Price per Job per vehicle'

31.3 Should the Owner fail to provide the required reports in clause 31.1 in the required format of clause 31.2 within 21 business days of a written request from SAS, the Owner shall pay Liquidated Damages to SAS at the rate of \$9 per day, until the required report in 31.1 is completed to the satisfaction of SAS representatives.

### **32. ANNUAL CONTRACT PERFORMANCE REVIEWS**

32.1 There shall be regular joint contract performance reviews. The Owner shall identify, categorize and report all equipment complaints, delays in requested repairs, reduced equipment uptime, late

deliveries and any other matters which may have been raised by SAS representatives, in a formal report to SAS. This contract performance report shall be subject to review by SAS for acceptance.

32.2 Should Owner fail to provide the required reports in clause 34, within 11 business days of the SAS written request, the Owner shall pay Liquidated Damages at the rate of \$10 per day to SAS, until the reports are completed to the satisfaction of SAS. These reports in clause 34 will be relied upon for the periodic review.

32.3 Should the equipment performance be consistently unsatisfactory (not meeting to Specifications) and the Owner has been unable to offer an acceptable Urgent Remedy Plan (under clause 30) to SAS, in which case SAS retains the right to engage other third party contractors for remedy. Upon which, the Owner shall then bear the full costs of these other third party contractors and directly pay the bills of these third party contractors.

### **33 Local Subcontractors**

33.1 The Owner shall to provide a list of local (in country) subcontractors and local (in country) suppliers pertaining to this contract. The list will include the name of the local (in country) supplier, the local (in country) subcontractor, their nature of business and the scope of supply to the Owner pertaining to the Owner's supplied scope to SAS. This list of the Owner's local (in country) subcontractors and local (in country) suppliers shall be submitted to SAS for approval before commencement of supply. Subsequently, the Owner shall continue to update the list to SAS and shall in a timely manner seek SAS for prior approval, for any changes. This list of the Owner's local (in country) suppliers and local (in country) subcontractors shall also be provided in the form of an excel file upon demand and periodically throughout the duration of this contract.

33.2 The Owner shall declare, and continue to regularly declare all of the Owner's parent companies, Affiliates, joint ventures, subsidiaries, associated companies and other subsidiaries of the Owner's parent companies. The Owner shall declare all relationships to any company having any number of the same shareholders, entities, directors, management personnel, controlling interests and any family members holding such positions in other companies with an interest pertaining to this contract scope. The Owner shall declare any other company which is its related corporation (as defined in the Companies Act (Cap. 50) of Singapore) or its associated companies.



### 34. Report format & required data fields

**SN Title Description of data Field**

**Billing Report**

- A Full Name of the SATS Entity Billed (invoiced)
- B Vendor's Invoice reference Number
- C Invoice Date
- D Invoiced Currency
- E Amount invoiced under fixed unit rates (excluding GST & taxes)
- F Amount billed on time & material basis (excluding GST & taxes)
- G Invoice Total Amount = E + F (excluding GST & taxes)
- H Number of Invoice line items (for each individual unique invoice)
- i Name & email address of the SATS staff (& Department) to whom the invoice is addressed to.
- j The respective Deliver Order reference Numbers (DO No. / Delivery Note No.) or the Service Report (SR) No.
- K The respective DATE of the Deliver Order (DO No. / Delivery Note No.) or the Service Report (SR) No.
- L SATS Equipment ID
- M SATS Cost Center
- N Name of the SATS (staff) signatory certifying receipt/completion on the Delivery Order (DO) or the Service Report (SR)
- O The Respective SATS PO numbers (where available) or Award Letter ref. No. (the SATS CPTM ref. No.: CT/CW/CP\_\_\_\_\_)
- P The SATS PO issued date (or date of the SATS award letter)
- Q The SATS Required Delivery / Completion Date on the PO (or the SATS award letter or as stated in the contract)
- R The SATS Entity & Department, who issued the Purchase Order (or the Award Letter, eg. SATS Ltd | CPTM)
- S Vendor's Remarks/ Comments & Inputs
- T **(any)** Variation Orders (VO) due to SATS request, stating the amount billed
- U **(any)** Credit Notes, concessions, discounts etc. (stating the amount)
- V the Credit Note unique reference Number
- W reference to records of **(any)** LD, penalties, recharge and warranty returns (stating the amount)
- X Central Procurement Inputs & remarksY

**Issue Log** (softcopy Kanban Board)

- 1. User feedback / Vendor's quote Ref & quote date
- 2. Date Issued is Logged | user remarks & status
- 3. Approved to proceed by: SATS Designation, Name & BU/Dept
- 4. Quoted Amts. / total value & Shipping info
- 5. Scope or Works and/or Scope of Supply
- 6. SATS Equipment ID
- 7. Equipment Fault / Breakdown details
- 8. Service feedback (Delay etc.)
- 9. SATS Work Order# / PR / PO / LOA (if applicable)
- 10. Current Equipment status
- 11. Any Quality or Delivery issues? Any Complaints?
- 12. OPS / End User request to Vendor for follow up
- 13. Vendor's follow up Action plan
- 14. Status & resolution / Vendor Invoice Ref no & Invoiced Amts.

**Equipment Condition Assessment report**

- 1.) Equipment Location / Address
- 2.) SATS Biz Entity name for Billing
- 3.) SATS Cost Center
- 4.) SATS person in charge (Ops Contact Point)
- 5.) General Equipment Description or Type classification (configuration info: load / height / size limits, payload)
- 6.) Equipment / Vehicle ID No. (aka. License Plate No.)
- 7.) OEM Brand
- 8.) OEM Model Number & details/info
- 9.) OEM Manufacturer's Serial number on the equipment
- 10.) OEM Model's Year of Manufacture (where available)
- 11.) Engine Type & Horse Power (power rating KW)
- 12.) Other Configuration Requirements: CCTV, bar light reverse sensors etc.
- 13.) Start of each individual equipment Lease
- 14.) End of Lease for each equipment
- 15.) "Total Equipment Cost" (to date) in SGD,
  - A. Total lease cost accumulated to date (SGD)
  - B. Total cost of other miscellaneous charges accumulated to date (SGD)
  - C. Total Cost of Equipment enhancements/modifications to date (SGD)
  - D. Total User damage repair Cost accumulated to date (SGD)
- 16.) Total No. of PMs (to date)
- 17.) Total No. of Ad hoc Work Orders (to date)
- 18.) Vendor Remarks/Recommendation
- 19.) Vendor's projected forecast of spend for the Next FY

**Service Log**

**SN Title Description of data Field**

- i. BU Unit
- ii. Make/Model
- iii. "Equipment ID or Vehicle No"
- iv. GSE Mileage recorded at collection (where available)
- v. Total Engine Hours recorded at collection (where available)
- vi. Quotation Ref No. (where applicable)
- vii. "SATS PR No. / PO No."
- viii. Date Equipment is Collected for repairs (Start Servicing)
- ix. Turn Around Time (TAT) Calendar Days
- x. Date Equipment is Returned after Servicing
- xi. Date of Ad Hoc works
- xii. Total Cost of Ad Hoc Works
- xiii. Cost of User damage repair works type 1
- xiv. Cost of User damage repair works type 2
- xv. Cost of User damage repair works type 3
- xvi. Cost of Vehicle Enhancements (Project work)
- xvii. Cost of All other Misc. Costs
- xviii. Total Value of work done for this incident/Servicing
- xix. Vendor's Remarks

[The rest of this page is intentionally left blank.]

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

SIGNED BY: \_\_\_\_\_ ]

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for and on behalf of

**SATS AIRPORT SERVICES PTE LTD**

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(Signature of  
Authorised Signatory)

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(Signature of Witness)

SIGNED BY: \_\_\_\_\_ ]

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(Name & Designation)

for and on behalf of

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(Signature of  
Authorised Signatory

& Company Stamp)

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(Signature of Witness)

**SCHEDULE 1**  
**Equipment Specifications**

<Confidential>

CT2104F006  
Appendix B  
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**SCHEDULE 2**  
**HIRE CHARGES**

<Confidential>

**APPENDIX C4**

**Workplace Safety and Health (“WSH”) Rules and Regulations**