

Dated [•]

SATS AIRPORT SERVICES PTE LTD]

and

[•]

**TERM CONTRACT OF SUPPLY, DELIVERY AND FIXING OF
TYRES AND FOR RELATED SERVICES FROM 1 AUGUST
2021 TO 31 DECEMBER 2023 (WITH OPTION FOR
EXTENSION OF TWO (2) MORE YEARS)**

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This Provision of Services and Supply of Goods Agreement is made on [click here and type date] between:¹

- (1) **[SATS Airport Services Pte Ltd]** (Company Registration Number **[198500561R]**), a company incorporated in [Singapore] and having its registered office at **[•]** (the “**Company**”); and
- (2) **[Click here and type name]** (Company Registration Number **[•]**), a company incorporated in [Singapore] and having its registered office at **[•]** (the “**Contractor**”).

Whereas:

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

It is agreed as follows:

1. Definitions and Interpretation

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

- 1.1.1 “**Addendum for Additional Services**” means a letter signed by the Company and the Contractor substantially in the form prescribed in Schedule 2.
- 1.1.2 “**Additional Services**” means any provision of services and/or supply of goods other than the Agreed Services, described in an Addendum for Additional Services.
- 1.1.3 “**Affiliate**” in relation to any person (“the first mentioned person”) means any person (“the second mentioned person”) which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the first mentioned person, and includes any other person which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the second mentioned person.
- 1.1.4 “**Agreed Services**” means the provision of services together with the supply of Goods described in, and to be performed in accordance with Schedule 1.
- 1.1.5 “**Agreement**” means the main body of this Provision of Services and Supply of Goods Agreement and any and all Schedules and Appendices annexed hereto and incorporating all amendments thereto, if any, effected by mutual agreement in writing.
- 1.1.6 “**Commencement Date**” means **[•]** or such other date as the Parties may agree in writing.

1.1.7 **“Company’s Supervisor”** means such person(s) as the Company may assign from time to time to act as the “Company’s Supervisor” for the purposes of this Agreement.²

1.1.8 **“Control”** in relation to any person means either of the following:

- (i) the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of a majority of the board of directors of that person; or
- (ii) the ownership of not less than fifty per cent. (50%) of the total issued voting shares or stock in that person,

and **“Controlled”** shall be construed accordingly.

1.1.9 **“Contractor’s Personnel”** means any officer, employee, servant, agent or permitted subcontractor of the Contractor assigned by the Contractor at any time to supply the Goods and/or perform or provide the Services or any part thereof.

1.1.10 **“Delivery Time”** means the time stipulated in the Specifications for the delivery of the Required Quantity.

1.1.11 **“Good”** means the type of good stated in Schedule 1, and **“Goods”** means all of them.

1.1.12 **“Intellectual Property Rights”** means patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

1.1.13 **“Non-Conforming Services”** shall have the meaning ascribed to it in Clause 11.

1.1.14 **“Parties”** means the Company and the Contractor, and **“Party”** means either of them.

1.1.15 **“Premises”** means [•] or such other place as the Company may from time to time notify the Contractor in writing.

1.1.16 **“Price”** in relation to any Good, means the price of that Good stated against its name in column (3) of Schedule 3.

1.1.17 **“Required Quantity”** means the quantity of Goods to supply as stated in the Specifications.

1.1.18 **“Security Deposit”** shall have the meaning ascribed to it in Clause 8.1.

- 1.1.19 **“Services”** means the Agreed Services **[and the Additional Services (if any)]** to be performed at the Company’s Premises in accordance with the Specifications, or any part thereof, including any and all miscellaneous and ancillary work which may reasonably be required for the due execution and completion of such services in accordance with this Agreement, whether or not expressly specified in this Agreement.
- 1.1.20 **“Specifications”** means the specifications of the Agreed Services and the Goods described in Schedule 1.
- 1.1.21 **“Standards”** means the standards required of the Contractor in the performance of the Services, being that of due skill, care and diligence, and the performance of such Services in an expeditious, and a proper and workmanlike manner and in accordance with best industry practices and recognised professional standards, and as may otherwise be set out in Schedule 1.
- 1.1.22 **“Supplier Code of Conduct”** means the Company’s Supplier Code of Conduct as may be updated from time to time and which may be found at <https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf>.
- 1.1.23 **“\$”** means the lawful currency of the Republic of Singapore.
- 1.1.24 **“Term”** means the period commencing on the Commencement Date and ending on 31Dec2023.
- 1.2 References to a statute or statutory provision include that statute or provision as from time to time modified, re-enacted or consolidated, whether before or after the date of this Agreement.
- 1.3 The headings and sub-headings of the provisions of this Agreement are to facilitate reference only and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation thereof.
- 1.4 Unless the context otherwise requires, in this Agreement:
- 1.4.1 words using the singular or plural number also include the plural or singular number, respectively; words denoting any gender shall include all genders;
- 1.4.2 the terms **“hereof”**, **“herein”**, **“hereby”**, **“hereto”** and similar words refer to this entire Agreement and not any particular Clause, or any other subdivision of this Agreement;
- 1.4.3 the words **“include”** or **“including”** shall be deemed to be followed by **“without limitation”** or **“but not limited to”**, whether or not they are followed by such phrases or words of like import;
- 1.4.4 references to any **“person”** include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority;
- 1.4.5 references to **“Clause”**, **“Schedule”** or **“Appendix”** or any other agreement
-

or document in this Agreement shall be construed as references to the clauses, schedules or appendices of this Agreement, or such other agreement or document, as may be amended, modified or supplemented from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;

1.4.6 the Schedules shall form part of this Agreement; and

1.4.7 any reference to any Party shall be construed as a reference to such Party's successors and permitted assigns.

1.5 Notwithstanding anything to the contrary herein, in the event of any conflict between any of the terms of the main body of this Provision of Services and Supply of Goods Agreement and the terms of any Schedule or Appendix, those terms of the main body of this Provision of Services and Supply of Goods Agreement shall prevail.

2. Provision of Services

2.1 The Contractor shall as from the Commencement Date and for the duration of the Term provide to and perform for the Company the Services in accordance with this Agreement **and Schedule 5.**

2.2 The Contractor shall be responsible for procuring and maintaining, as from the Commencement Date and for the duration of the Term and at its cost and expense, all licences, approvals and permits required by applicable law for the performance of the Services and supply of Goods.

2.3 The Contractor shall comply with and give notices and pay all fees required by any laws, regulations, orders or by-laws of any local authorities and/or public service companies relating to the provision and performance of the Services, and the Contractor will keep the Company fully indemnified against any fees, charges, penalties and liabilities of every kind arising from the breach of the Contractor's obligation hereunder.

2.4 The Company may from time to time request that the Contractor provide to and perform for the Company services in addition to the Services and the Parties will execute an Addendum for Additional Services for such services.

3. Familiarisation Duties and Programmes³

3.1 The Company may from time to time during the Term, schedule and conduct such orientation programmes as the Company considers appropriate to familiarise the Contractor's Personnel with the Company's operations at the Premises. The Contractor shall procure and ensure that all of the Contractor's Personnel shall attend and participate in all such programmes.

3.2 Notwithstanding any orientation programme conducted by the Company, the Contractor shall remain solely responsible for the due performance of the Services and all of its operations and activities in connection therewith. It is the responsibility of the Contractor to make all relevant inquiries and inspections and obtain any and all information as regards all

matters relating to conditions and circumstances which are relevant to the performance of the Services[, including familiarising itself with the layout of the Premises and any floor plan, drawing or specification of the Premises provided by the Company.

4. Representations and Warranties

4.1 The Contractor undertakes, represents and warrants that:

- 4.1.1 this Agreement is enforceable against the Contractor in accordance with its terms and conditions and that all corporate and governmental approvals, consents, licenses and permits required for the Contractor to validly enter into and perform its obligations under this Agreement have been obtained and will continue in force for the duration of the Term;
- 4.1.2 the execution and delivery of, and performance by it of its obligations under this Agreement will not result in a breach of, or constitute a default under, any agreement or licence to which it is a party or by which it is bound and which is material in the context of the transactions contemplated by this Agreement;
- 4.1.3 the Contractor possesses and shall continue to possess at all times during the Term all expertise, resources, knowledge and skills required for the due and proper performance of the Services in accordance with the Standards;
- 4.1.4 each of the Contractor's Personnel is competent, properly qualified and possesses the relevant experience;
- 4.1.5 all Services provided under this Agreement shall at all times be performed in accordance with the Standards and to the satisfaction of the Company, and shall be free from any defect, deficiency or flaw or any other failure or fault;
- 4.1.6 the Contractor, the Contractor's Personnel and any other person responsible for providing and performing the Services will at all times duly comply with all laws, regulations and directives applicable to it, and shall ensure that the Services are provided and performed in a manner which does not infringe any applicable law or regulation;
- 4.1.7 the Contractor possesses all necessary and applicable licences, permits and adequate insurance coverage as required by the Company, and will obtain the same at no cost to the Company;
- 4.1.8 the Contractor shall conform in every respect with such safety and security rules and regulations as the Company may prescribe in connection with entering onto or remaining at the Premises;
- 4.1.9 the Contractor shall at all times duly comply with the terms of the Supplier Code of Conduct;
- 4.1.10 the Contractor shall obtain and maintain at all times for the Company all necessary licences of Intellectual Property Rights so as to enable the Company to use and operate any third party proprietary matter required under this Agreement, without infringing any third party rights;

- 4.1.11 the Contractor has good title to and rights in all deliverables, if any, without encumbrances and has the right to transfer the same to the Company;
 - 4.1.12 the Contractor shall no later than the Commencement Date, and from time to time where any officer, employee, servant, agent or permitted subcontractor of the Contractor is assigned to be Contractor's Personnel, provide the Company with the particulars (including the name, address, nationality, passport number, work permit number, contact number and relevant experience) of each person comprising the Contractor's Personnel for the time being and such other information and with such detail as the Company may from time to time require; and
 - 4.1.13 the Contractor shall as and when directed by the Company's Supervisor replace any of the Contractor's Personnel with such other person as is acceptable to the Company.
- 4.2** Subject to Clause 4.3, the Contractor warrants that all of the Goods provided to the Company pursuant to this Agreement shall:
- 4.2.1 conform in all respects to the Specifications;
 - 4.2.2 be fit in all respects for human consumption, and in particular are not infected with bacteria, viruses, germs or the like which would affect the health of the persons who consume the Goods;
 - 4.2.3 be reasonably fit for the purpose(s) for which the Goods are intended to be used;
 - 4.2.4 conform with all representations, statements or warranties made or given by the Contractor, its servants and/or agents regarding the quality of the Goods;
 - 4.2.5 comply with all applicable international laws, regulations and directives relating to but not limited to the manufacture, place of origin and processing of the Goods;
 - 4.2.6 the Goods are packed using adequate and appropriate packing as set out in the Specifications; and
 - 4.2.7 the Goods and the packing of the Goods are marked in accordance with the Company's instructions from time to time and all legal requirements (if any) concerning the manufacture, processing, storage and testing of the Goods.
 - 4.2.8 at any time be subjected to independent third party inspection and testing at the Contractor's cost, should the Company deem the goods and/or services/works (as the case may be) to be unsatisfactory either before or after use.

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

4.4 The undertakings, representations and warranties in Clause 4 shall be separate and independent and shall not be limited by reference to any other sub-clause of Clauses 4.1 and 4.2 or by anything in this Agreement.

5. Provision of Equipment

5.1 The Contractor shall at its own expense procure and provide any and all supervision, labour, training, transport, tools, equipment, plant, materials, consumables and facilities which may be necessary or desirable for the due performance and completion of the Services or incidental thereto.

6. Conduct While On Company's Premises

6.1 When entering on the Premises for any purpose as contemplated under this Agreement, the Contractor shall ensure that each of the Contractor's Personnel shall at all times while at the Premises conform in every respect with such instructions, requirements, rules and regulations as the Company may prescribe pertaining to the entry by and presence and conduct of such personnel while on the Premises. The Contractor and the Contractor's Personnel shall use due care to avoid or minimise damage in relation to any person or property and to cause as little disturbance and inconvenience as possible to the Company, the owner of the Premises (if the Company is not the owner of the Premises) and their respective officers, directors, shareholders, agents and employees as well as any occupier of the Premises.

6.2 The Contractor shall, and shall ensure that each of the Contractor's Personnel shall:

6.2.1 if so requested by the Company, provide the Company with the particulars, including the name, address, nationality, passport number, work permit number, of the Contractor's Personnel;

6.2.2 allow the Company or its agents to inspect at any time any vehicles, plant, machinery, equipment, tools, materials, consumables, belongings and effects sought to be brought onto the Premises;

6.2.3 clear away and remove from the Premises all material, debris, rubbish, waste materials of every kind arising out of the Contractor's activities in performing the Services;

6.2.4 remain at the Premises only for so long as is reasonably necessary to effect the Services.

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

6.4 The Company shall not be liable for any inconvenience, loss, damage, cost or expense arising from the Company's refusal to permit or delay in permitting entry to any person onto

the Premises or expulsion of any person therefrom pursuant to Clause 6.3. Any such refusal, delay or expulsion shall not in any way affect or relieve the Contractor from the Contractor's obligations under this Agreement.

7. Company's Supervisor⁴

- 7.1** The Company's Supervisor shall be responsible for managing and overseeing the provision and performance of the Services on behalf of the Company on a day-to-day basis. The Company's Supervisor shall not have any authority to agree to any amendment or revision to any term of this Agreement. Save as aforesaid, the Contractor shall accept and execute any request **[(including any Addendum for Additional Services)]**, direction and/or instruction made or given by or on behalf of the Company's Supervisor in connection with the Services, and any such request, direction and/or instruction made or given by the Company's Supervisor shall be deemed to have been made or given to the Contractor by the Company.
- 7.2** The Company's Supervisor shall at all times have access to the places where the Services are being provided and performed.
- 7.3** The Company's Supervisor shall at any time be allowed to inspect the Goods to verify that the Goods comply with the Specifications and are free from defects.

8. Security Deposit

- 8.1** The Contractor shall, no later than the Commencement Date, pay the Company an amount equal to 5% of the annual value \$[•] (the "**Security Deposit**"), or in lieu of such payment, provide the Company with a banker's guarantee issued by a bank approved by, and on such terms and conditions as may be prescribed by, the Company.
- 8.2** Any payment pursuant to Clause 8.1 shall constitute security for the payment of any sum due and payable to the Company from the Contractor as liquidated damages, compensation or otherwise, and the Company shall be entitled to retain the amount of such payment until the expiry or earlier termination of this Agreement, and may utilise at any time the whole or any part of such payment in payment of any sum due to the Company from the Contractor. The Company shall not be required to pay any interest on the Security Deposit. In any event, nothing herein shall be construed as in any way limiting the Company's right of recovery against the Contractor to the amount of the Security Deposit.
- 8.3** In the event that the Contractor provides the Company with a banker's guarantee in lieu of paying the Company the amount of the Security Deposit:
- 8.3.1** the Company may, but shall not be obliged to, invoke the banker's guarantee and recover therefrom in respect of any sum due and payable to the Company from the Contractor, without prejudice to any other right or remedy which may be available to the Company whether under this Agreement or at law; and
 - 8.3.2** without prejudice to the Company's rights to prescribe any other term or condition under Clause 8.1, the Contractor shall procure that the date specified in such banker's guarantee as the "expiry date" is successively

extended so that demands under the banker's guarantee can continue to be validly made by the Company and honoured by the issuing bank at any time throughout the period from the date of issuance of such banker's guarantee up to the expiry of the Term.

- 8.4** The Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate at any time after the Contractor neglects or fails in any way to observe, carry out, fulfil or discharge any of its obligations under this Agreement or any representation or warranty by the Contractor under this Agreement is or becomes untrue or incorrect or is breached in any respect. Without prejudice to the foregoing, in the event that the Contractor shall neglect or fail in any way to observe, carry out, fulfil or discharge any of its obligations under Clause 8.3.2, the Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate and to retain any and all amounts paid by the issuing bank under the banker's guarantee until the Contractor shall have discharged and performed all its obligations under this Agreement, and to utilise such amounts at any time to settle any sum due from the Contractor to the Company in connection with this Agreement.
- 8.5** Any demand made by the Company under the banker's guarantee and any payment received by the Company thereunder shall not preclude, affect or restrict the exercise of any rights by the Company under this Agreement or any legal remedy or relief to which the Company is entitled arising from any breach of the Contractor or any matter or event in respect of or pursuant to which the demand is made and any sum received by the Company as payment under the banker's guarantee shall be applied by the Company towards any sum due or payable by the Contractor to the Company (whether as damages or otherwise).

9. Payment Terms

- 9.1** In consideration of the Contractor providing and performing the Agreed Services in accordance with this Agreement, the Company shall pay the Contractor the total of the Prices for all the Goods purchased by the Company in the preceding month.
- 9.2** Where the Parties have concluded any Addendum for Additional Services, the Company shall pay the Contractor a fee, at the rates prescribed by that Addendum for Additional Services, for the Additional Services provided and performed by the Contractor in accordance with that Addendum for Additional Services.
- 9.3** The Contractor shall prepare and render on the Company invoice(s) for the Goods purchased by the Company under this Agreement, and each invoice rendered by the Contractor shall contain such detail and be accompanied by such supporting documentation or certifications as the Company may otherwise require.
- 9.4** The Company shall, subject to the terms of this Agreement, make payment of the sum due to the Contractor within **[ninety (90)]** days of receipt of the Contractor's invoice by telegraphic transfer to such account with such bank as the Contractor may designate from time to time.
- 9.5** The Prices under this Agreement are denominated in \$, and are **[exclusive]** of any goods and services tax which may be imposed by any government bodies or authority(ies) against the Company or the Contractor in connection with the Services. The **Contractor** shall bear and pay all charges, fees or taxes imposed or levied in respect of the Services.

9.6 [Save as stated in Clause 9.5], the Company shall not be liable for any other tax, duty, levy, rate or charge whatsoever due and payable in respect of the Contractor's provision of the Goods and Services under this Agreement. All such other tax, duty, levy, rate or charge, including without limitation any withholding tax payable as a result of or in connection with this Agreement, shall be borne by the Contractor. The Company shall pay to the Contractor all amounts due under this Agreement net of any withholding tax (if applicable), and shall be permitted and entitled, if required in compliance with applicable laws or regulations, to withhold or deduct from the amounts payable to the Contractor under this Agreement such taxes, withholdings and/or deductions.

9.7 Save as otherwise expressly provided in this Clause 9 or as mutually agreed in writing between the Parties from time to time, the Contractor shall not be entitled to any fee, remuneration, payment, reimbursement, indemnity or compensation from the Company in connection with the performance and discharge by the Contractor of its obligations under this Agreement.

9.8 The Company may, to the extent permitted by law, deduct from or set-off any amount due and payable to the Contractor from the Company against any payment or sum due and payable to the Company and/or any of its Affiliates from the Contractor, whether under this Agreement or otherwise and whether as damages or otherwise.

10. Failure to Supply

10.1 In the event that the Contractor fails to supply the Required Quantity of Goods in accordance with the Specifications:

- (i) the Company may decline to take delivery of the Goods and the Contractor shall pay the Company on demand a sum equal to **[200]**% of the incremental costs incurred by the Company in purchasing the same or similar goods from another supplier. In the event the Company is unable to purchase the same or similar goods from another supplier, the Company may purchase the next best alternative goods to the Goods (as determined by the Company) and look to the Contractor for the actual incremental costs incurred; or
- (ii) the Company may recover, and the Contractor shall pay [on a per unit per day demand], liquidated damages in the manner set out in Schedule 6.

11. Remedies for Defects and Non-Conforming Services

11.1 If any of the Services required to be performed by the Contractor under this Agreement is or are not performed, or performed incompletely or otherwise than in accordance with this Agreement ("**Non-Conforming Services**"), the Company may elect not to pay the Contractor the fees for those Non-Conforming Services, and the Contractor shall pay the Company on demand the total of liquidated damages in the manner set out in Schedule 6.

11.2 Notwithstanding any acknowledgement of acceptance signed by the Company's personnel or representative or any verbal indication of acceptance, the Company shall be entitled to reject any Goods that appears bad or inferior in quality or breaches any of the warranties in Clause 4.1 and 4.2:

- 11.2.1** upon inspection of the Goods;

- 11.2.2 when prepared for use; or
 - 11.2.3 at such other time when such inferior quality or non-conformity is detected by the Company.
 - 11.2.4 and the Contractor shall pay for any third party test reports which the Company may deem to be required.
- 11.3** In the event that the Company is entitled to reject any Goods in accordance with Clause 11.2:
- 11.3.1 the Contractor shall promptly remove the Goods in question from such location as may be notified by the Company (failing which the Company shall be entitled to impose storage charges thereof); and/or
 - 11.3.2 the Contractor shall:
 - (i) promptly replace such Goods at the Contractor's expense; or
 - (ii) credit the Company with the Price of such Goods,as the Company may elect, and if applicable, shall reimburse the Company on demand any and all costs and expenses incurred by the Company in returning the Goods to the Contractor.
 - 11.3.3 Further, in the event the Company elects Clause 11.3.2(ii) and the Company proceeds to source the same or similar goods from another supplier, the Contractor will be liable to pay for the actual incremental costs incurred by the Company. In the event the Company is unable to purchase the same or similar goods from another supplier, the Company may purchase the next best alternative goods to the Goods (as determined by the Company) and look to the Contractor for the actual incremental costs incurred
- 11.4** In addition to the foregoing, the Company shall be entitled in its sole discretion to require the Contractor to refund to the Company any fees that may have been paid in advance by the Company to the Contractor pursuant to Clause 9 for any Goods and/or Services contemplated to be provided by the Contractor for the remaining period of the Term.
- 11.5** Any amounts payable by the Contractor to the Company pursuant to this Clause 11 shall be recoverable as a debt due from the Contractor to the Company, and without limiting the generality of Clause 9.8, may at the Company's election be deducted from and set-off against any amount due from the Company to the Contractor.
- 11.6** The duties, liabilities and obligations of the Contractor under this Agreement shall not be deemed waived, released or relieved by the Company's Supervisor's inspection of, review of, approval or acceptance of, or payments to the Contractor for the Goods, or any part thereof.

11A. Intellectual Property Rights

- 11A.1** The Company shall at all times own all Intellectual Property Rights which belonged to it prior to the date of this Agreement ("**Pre-Existing IP**") and all Intellectual Property Rights which it develops during the course of this Agreement, including without limitation any enhancements, modifications or adaptations made to such Pre-Existing IP.

- 11A.2** All Intellectual Property Rights in respect of materials produced or developed, whether jointly with the Company or otherwise solely by the Contractor and/or any of the Contract Workers, in the performance or in relation to the Services shall vest in and be the sole and exclusive property of the Company, who shall have the absolute right to assign the Intellectual Property Rights to any third party. The Contractor shall use, and shall procure for the Contract Workers to use, such materials solely in connection with work relating to the Services to be performed by the Contractor and/or the Contract Workers under this Agreement and shall not disclose, modify, divulge, release or sell to any other persons or otherwise deal with the same without the Company's or its assignee's prior consent in writing.
- 11A.3** The Contractor represents, warrants and undertakes to the Company that any and all materials or documents supplied by the Contractor in relation to the Services do not infringe any Intellectual Property Rights of whatever nature of any third party. Notwithstanding the aforementioned, the Contractor shall fully and effectively indemnify the Company against all Intellectual Property Rights infringement claims including any costs, charges and expenses in respect thereof.
- 11A.4** For avoidance of doubt, no Party shall have the right to use the name or logo of the other Party without that Party's prior written consent subject always to any conditions that may be attached to such consent.

12. Liability and Indemnity

- 12.1** The Company shall have no responsibility (whether to the Contractor or otherwise) in respect of 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 suffered by the Contractor as a result of, or in connection with, any claims brought against the Contractor by any third party, howsoever arising (whether in contract, tort or otherwise) and even if the Company had been advised of the possibility or likelihood of the same.
- 12.2** Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary herein, the aggregate liability of the Company arising out of or in connection with this Agreement shall not in any event exceed **\$50,000** in any year.⁵
- 12.3** **[Subject to [Clause 12.4⁶ and] [Clause 12.5⁷],** the Contractor shall indemnify the Company and its Affiliates against all claims, liabilities, expenses, costs, loss or damage of whatever nature (including legal costs on a full indemnity basis incurred by the Company) brought against, suffered or incurred by the Company arising out of or in connection with this Agreement or the Contractor's performance or purported performance of or failure to perform the Services (other than any delay in respect of which liquidated damages are paid to the Company in accordance with Clause 10.1(ii)) including without prejudice to the generality of the foregoing:

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- 12.3.1 any breach of any term of this Agreement by the Contractor;
- 12.3.2 any death of and injury to any person and loss of or damage to any property which may arise out of or in consequence of the presence of the Contractor or the Contractor's Personnel on the Premises;
- 12.3.3 any statement, act, omission, fraud, misconduct, negligence or default whatsoever of the Contractor or the Contractor's Personnel (which the Contractor agrees it shall be fully and solely liable and responsible for); and
- 12.3.4 any enforcement or attempted enforcement by the Company of its rights or remedies against the Contractor.

12.4 [Clause 12.3 shall not apply to any loss of profit or revenue incurred by the Company.]

12.5 NOT IN USE.

13. Insurance⁸

13.1 Without prejudice to the Contractor's obligations under Clause 12, the Contractor shall effect and maintain at its sole cost, at all times during the Term, the insurances set out in Schedule 4 with one or more insurers satisfactory to the Company.

13.2 The Contractor shall provide the Company with a certificate issued by the Contractor's insurer evidencing all the insurance coverage in Clause 13.1 prior to the Commencement Date. The certificate shall state, *inter alia*, the following:

- 13.2.1 the Company shall be given not less than **[60]** days' prior written notice of any change restricting or reducing insurance coverage or the cancellation of any insurance coverage; and
- 13.2.2 the insurer unconditionally waives all subrogation rights it may have against the Company and its Affiliates.⁹

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

13.4 If the Contractor fails upon request to produce to the Company satisfactory evidence that there is in force any of the insurances required under this Clause 13.1 at any time, then and in any such case the Company:

- 13.4.1 may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor; and
- 13.4.2 will be entitled at its absolute discretion to withhold all payments which would otherwise be due to the Contractor under this Agreement until such evidence has been produced to the Company.

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14. Term and Termination

- 14.1** The Term shall commence on the Commencement Date and continue in force for the duration of the Term, unless earlier terminated in accordance with the provisions of this Clause 14.
- 14.2** Upon the expiry of the Term, the Company shall have the sole discretion and irrevocable option to extend the Term for a further period of [two (2) years], on the same terms and conditions as this Agreement, save for services specifications which shall be mutually agreed between the Parties, laid out in the format of schedule 2. Such option may be exercised by the Company no earlier than [five (5) months] and no later than [one (1) month] prior to the expiration of the Term.
- 14.3** The Company shall have the right to terminate this Agreement at any time during the Term by giving to the Contractor [two (2) months] prior notice in writing.
- 14.4** Notwithstanding anything to the contrary contained herein, each Party ("**Non-Defaulting Party**") may at its sole discretion terminate this Agreement immediately with respect to any or all of the Services by giving written notice to the other Party ("**Defaulting Party**") if:
- 14.4.1** the Defaulting Party commits any breach of any term of this Agreement which, if capable of remedy, is not remedied within [thirty (30)] days from the date of service of the Non-Defaulting Party's notice on the Defaulting Party specifying the breach and requiring such breach to be remedied;
 - 14.4.2** where the Defaulting Party is the Contractor, the total amount of liquidated damages payable by the Contractor under Clauses 10 and/or 11 amount to or are in excess of the full amount of the Security Deposit;
 - 14.4.3** any mortgagee, chargee or encumbrancer takes possession or a receiver is appointed over any part or all of the undertaking or property or assets of the Defaulting Party;
 - 14.4.4** the Defaulting Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 14.4.5** an order of court is made to wind up the Defaulting Party or to place it under judicial management or a resolution is passed by the members of the Defaulting Party for its winding up or liquidation;
 - 14.4.6** any distress or execution is levied or enforced in relation to any of the assets of the Defaulting Party;
 - 14.4.7** the Defaulting Party ceases, or threatens to cease, to carry on business or becomes insolvent or admits in writing its inability to pay its debts when due;
 - 14.4.8** the Defaulting Party offers, gives or agrees to give, or has offered, given or agreed to give, to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement;

- 14.4.9 the Defaulting Party shows or forbears to show favour to any person in relation to any agreement with the Company, or if similar acts shall have been done by any person employed by the Defaulting Party or acting on its behalf (whether with or without the knowledge of the Defaulting Party); or
 - 14.4.10 in relation to any agreement with the Non-Defaulting Party, the Defaulting Party or any person employed by it or acting on its behalf commits any offence under the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241), or abets or attempts to commit such an offence, or gives any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act.
 - 14.5 Nothing in this Agreement shall prejudice the rights and obligations which have been accrued prior to the expiry or earlier termination of this Agreement or preclude either Party from claiming against the other Party in respect of any loss or damage arising from or incurred as a result of any breach of any of the provisions of this Agreement occurring prior to the expiry or earlier termination of this Agreement. Further, the termination of this Agreement shall not affect the continuing rights and obligations of the Company under any other provision of this Agreement which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.
 - 14.6 On the expiry or earlier termination of this Agreement, the Contractor shall, unless otherwise expressly directed in writing by the Company's Supervisor, remove its property that has not been retained by the Company as well as its personnel on the Premises.
 - 14.7 The right of termination conferred by this Clause 14 is in addition to and not in derogation of any other right of termination of this Agreement conferred under any other provision of this Agreement.
 - 15. Assignment**
 - 15.1 Neither Party may assign, delegate or transfer its rights or benefits and/or obligations under the terms of this Agreement to any third party without the prior written consent of the other Party, provided that the Company may assign its rights and benefits under the terms of this Agreement to any of its Affiliates, and in the event of such assignment, the duties and obligations of the Company under this Agreement may be performed by its assignee in lieu of the Company.
 - 15.2 Further, notwithstanding any consent given by the Company for any assignment, delegation or transfer of the Contractor's rights or benefits and/or obligations under the terms of this Agreement, the Contractor shall remain solely responsible to the Company for observing and complying with and the due performance of all the duties, obligations, undertakings, warranties and covenants of the Contractor set out in this Agreement.
 - 16. Confidentiality**
 - 16.1 The Contractor acknowledges that all information relating to the Company and/or its operations are confidential and belong to the Company. The Contractor shall maintain and cause to be maintained the confidentiality of all such information, and shall not without the prior written consent of the Company (which shall not be unreasonably withheld), copy or use or disclose any such information whether during or after the expiry or earlier termination
-

of this Agreement to any person save and to the extent that such use or disclosure is necessary:

- 16.1.1 for the discharge of the Contractor's obligations under this Agreement; or
- 16.1.2 for financial reporting purposes of the Contractor; or
- 16.1.3 to comply with statutory or regulatory requirements in Singapore (including the requirements of any stock exchange); or
- 16.1.4 in the prosecution or defence of any legal action in any court of law or pursuant to any order of court.

Notwithstanding the above, the Contractor shall not disclose any of the confidential information referred to above in this Clause 16.1 to any of the Contractor's Personnel unless and until the Contractor has placed such Contractor's Personnel under undertakings of confidentiality and containing similar conditions provided in Clause 16.1, and the Contractor in any event undertakes full responsibility for the maintenance and preservation of the confidentiality of any confidential information disclosed by the Contractor to the Contractor's Personnel and the due compliance by such Contractor's Personnel of the conditions of such undertakings to the same extent as if they were undertaken by the Contractor.

- 16.2 Clause 16.1 shall not apply to any confidential information which at the time it is disclosed, made available or otherwise provided by the Party to whom such information relates, is in the public domain, and shall cease to apply to any information which subsequently becomes publicly available otherwise than as a consequence of any breach by the Contractor of Clause 16.1.
- 16.3 [Notwithstanding the expiry or earlier termination of this Agreement for whatever reason, the obligations and restrictions in this Clause 16 shall be valid for a period of [5 years] from the expiry or earlier termination of this Agreement.]¹⁰

17. Notices

- 17.1** Any notice, demand or other communication to either Party by the other shall be given in writing and delivered to the addresses or facsimile numbers set out hereunder. Such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile) immediately or (if given or made by letter to an address within Singapore) **[14]** days after posting.

To the Company:

[•]

Facsimile No.: **[•]**

Attention: **[•]**

To the Contractor:

[•]

Facsimile No.: **[•]**

Attention: **[•]**

18. [Arbitration]¹¹

- 18.1** Any dispute, controversy or disagreement arising out of or relating to this Agreement, including any question regarding its existence, validity or termination (“**Dispute**”) shall be referred for determination or resolution in an arbitration conducted by the Singapore International Arbitration Centre (“**SIAC**”) and in accordance with the SIAC Rules (“**Rules**”), except to the extent that the Rules conflict with the provisions of this Clause 18, in which event the provisions of this Clause 18 shall prevail and apply.
- 18.2** 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.
- 18.3** 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.]

19. Entire Agreement

- 19.1** This Agreement supersedes and cancels all previous agreements, warranties and undertakings whether oral or written, express or implied, given or made by or between the

Parties, and constitutes the entire agreement between the Parties in respect of the matters set out herein, and save as expressly provided for in this Agreement, no other terms and conditions shall be included or implied.

20. Variation and Amendment

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

21. Invalidity

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

22. Counterparts

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

23. Waiver

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

24. Anti-Bribery and Anti-Corruption

- 24.1** The Contractor undertakes, represents and warrants that:
- 24.1.1** the Contractor, the Contractor's Personnel and any other person responsible for providing and performing the Services is in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement; and
 - 24.1.2** without prejudice to the generality of Clause 24.1.1, each of the Contractor, Contractor's Personnel and any other person responsible for providing and performing the Services 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.

24.2 The Contractor agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the Company and the Company shall have the right to immediately terminate this Agreement by giving written notice to the Contractor.

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

25. Non-Exclusivity & Non- Solicitation

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

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

26. Change of Control

26.1 In the event there is any proposed change in the ownership or shareholding of the Contractor, the Contractor shall seek the Company's written consent prior to such change.

27. Personal Data

27.1 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/or other applicable data protection laws (together with the PDPA, "**Applicable Data Protection Laws**") which are collected, processed, disclosed and/or used by any Party for any purpose arising out of or in connection with this Agreement, 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 Contractor and/or its permitted subcontractors by or on behalf of the Company or otherwise received or obtained by the Contractor and/or its permitted subcontractors pursuant to or by virtue of this Agreement.

27.2 Each of the Company and the Contractor shall, in its collection, processing, disclosure or other use of Personal Data adhere to the requirements of the PDPA and other Applicable Data Protection Laws. Without prejudice to the generality of the foregoing, each Party shall, where required and in the manner required by any Applicable Data Protection Laws:

27.2.1 use Personal Data only for purposes which would be considered appropriate by a reasonable person in the circumstances and only after

notifying such purposes and obtaining the consent of the individual to whom the Personal Data relates ("**Subject Individual**");

- 27.2.2 ensure that its personnel who are authorized to collect, process, disclose and/or use Personal Data are under appropriate and legally enforceable confidentiality obligations;
- 27.2.3 provide Subject Individuals with access to their Personal Data and the ability to correct such Personal Data upon request along with their other rights under Applicable Data Protection Laws and promptly notify the other Party upon receipt of any such request from Subject Individuals seeking to exercise such rights ;
- 27.2.4 use reasonable efforts to ensure the accuracy of Personal Data;
- 27.2.5 institute reasonable technical and organizational security arrangements to protect the Personal Data from unauthorised access and similar risks;
- 27.2.6 securely destroy the Personal Data where it is no longer required; and
- 27.2.7 not transfer any Personal Data outside Singapore without the prior written consent of the other Party, and if consent is given, to transfer Personal Data outside Singapore only in accordance with the requirements in the PDPA.

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, save that a Party may nonetheless retain Personal Data if such retention is necessary for its business or legal purposes (including without limitation compliance, audit or regulatory purposes).

28. Relationship Between the Parties

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

29. Reasonableness

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

30. Contracts (Rights of Third Parties) Act

- 30.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Agreement, save that any of the Company's Affiliates may enforce and rely on the provisions of Clauses 9.8 and 12.3 to the same extent as if it were a party to this Agreement, provided nevertheless that this Agreement may be terminated and any term of this Agreement may be amended or waived without the consent of any of such Affiliates.

31. Governing Law and Jurisdiction

- 31.1** This Agreement shall be governed by and construed in accordance with the laws of Singapore.¹²
- 31.2** [Subject to the dispute resolution provisions in Clause 18,]¹³ the Parties submit to the non-exclusive jurisdiction of the courts of Singapore.

32. Exit Plan

- 32.1** On termination or expiry of this Contract, the Contractor shall cease to use for any purpose, and shall deliver to the Company, in the Company chosen format, on media free of viruses (where relevant), within seven (7) days of termination, the supply scope (whether or not in final form) of goods and/or the services/works, and any other associated documentation so related.
- 32.2** This exit plan is required to ensure there is a smooth hand over to the next appointed contractor and a duration of four months is stipulated here, which starts upon written notification from the Company to the Contractor.
- 32.3** The Contractor shall prepare a record of transfer which will be used to document each individual item and documentation transferred to the Company's control. The list must be itemized to record all items and documents.
- 32.4** Training shall be supplied to the new contractor for a period of up to **One** month prior to the start of the new contract and shall include work attachment.

33. Urgent Remedy Plan

- 33.1** Without limiting its other rights or remedies, the Company may by 2 days' written notice require the Contractor to remedy a breach by the Contractor of any of these Conditions or contract clauses. The Contractor shall continue to perform all obligations under this contract and shall:
- 33.2** devote all necessary resources to the resolution or mitigation of the breach for immediate resolution, promptly meet with the Company to agree on a strategy (the "Urgent Remedy Plan"), which if approved by the Company, shall be implemented by the Contractor immediately;
- 33.3** and reporting on a daily basis until resolution to the Company's satisfaction.
- 33.4** The Contractor shall at the same time draft a "Prevention Plan" to prevent a recurrence, after which upon the Company's approval, the "Prevention Plan" shall be included into the supplied scope, at no cost to the Company.
- 33.5** A failure by the Contractor to comply with these obligations constitutes a material breach of this contract, without prejudice to the Company's other rights and remedies.

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34. Rights to procure from third parties

- 34.1** The Company holds the sole discretion and rights, to seek quotations or tender for the supply of any spares/items and/or services at any time.
- 34.2** Once the Company's management has unilaterally decided on the most favourable quote, the Company shall to provide to the Contractor the price and other material terms from the most favourable quote, but withholding the third party supplier's name. NOTE: The identity and details of the third party supplier that had provided the most favourable quote shall not be shared.
- 34.3** The Contractor has 15 business days to confirm if it wishes to supply based on the most favourable quote and if they do match, the Company shall engage the Contractor.
- 34.4** Should the Contractor decline to match the quote or fails to respond within 15 business days, the Company shall go ahead to procure from the third party supplier which had offered the most favourable quote and the Contractor shall be obligated to accept the supplied scope (goods delivered or services performed) of the quote into its operations with the Company, as if the third party supplier were its own sub-contractor. This may include receiving, warehousing, stock takes, endorsement of documents, issuing of goods, record keeping and verification of services completed. The Contractor shall complete all necessary administration with the third party supplier on behalf of the Company, including the processing of the third party supplier's deliveries and invoices in their system with the Company systems and/or online portals, for the Company's Finance department to administer payment to the third party supplier.

35. Approval subcontractors and suppliers

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

The Contractor shall declare, and continue to regularly declare all of the Contractor's parent companies, Affiliates, joint ventures, subsidiaries, associated companies and other subsidiaries of the Contractor's parent companies. The Contractor shall also 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 Contractor shall also declare any other company which is its related corporation (as defined in the Companies Act (Cap. 50) of Singapore) or its associated companies.

36. Required Information on Tyres, items and materials

- 36.1** The Quality of spares, items and materials supplied shall be from the known OEM Component Suppliers or better. The Contractor shall also identify all Tyres, Spare Parts and materials supplied by the Tyre manufacturer's full company name and that Tyre manufacturer's native Part Number, the equipment type, the brand of equipment (for which the component/item is intended to be used), the equipment model number, together with any respective (international/global) NATO Stock No. (NSN) Part Number or any other international equivalent: such as global convention for tyre spec notation, ASME B18.24-2015 or ATA iSpec 2200 or JASC/ATA 100 code or Global Trade Item Number (GTIN), or UNSPC code where available. These information above on the tyres, Spare parts, items and materials supplied shall be listed in an updated excel file report with the specific equipment identity, line item description, quantity supplied (or issued out), date of issue, the unit price charged in Singapore dollars, the unit of measure used, the respective equipment's mileage reading (where available), the supply contract number (where applicable) and the store issued tracking reference number (or Delivery Order number). This report shall be provided upon demand in an excel file format, on a regular basis and shall be subject to review by the Company for acceptance.

37. NOT IN USE**38. Cost Recovery for failure of goods under warranty**

The Contractor shall reimburse the Company for the cost of labour, freight, transport, tooling, works and materials incurred in rectifying the performance failure of parts and goods under warranty, through credit notes. The Contractor shall be liable to directly pay for any other costs (including to third parties) incurred to bring the equipment back into service. Any labour cost incurred by the Company, shall be charged using the Contractor's submitted (Labor) man hour rates under this contract. Some examples of product defects which may occur while the product is in-use include: Tyre 'Bulges & Bumps', Tyre Blowouts, Tyre thread separations etc. These examples above shall be considered as product performance failures (Warranty claim).

39. Contract performance reviews

- 39.1** There shall be regular contract performance reviews. The Contractor shall prepare the required reports in the format required by the Company. The Contractor shall also identify, categorize and report all service delays or operational issues or supply disruptions or warranty claims, and any other matters which may have been raised by the Company's representatives, in a formal report to the Company. This formal report shall be subject to review by the Company for acceptance.
- 39.2** Should the Contractor repeatedly fail to meet the contract performance requirements, inconsistent product performance and has been shown to be unable to offer an acceptable Urgent Remedy Plan under clause 33 to the Company, the Company retains the right to engage other third party contractors for the contract scope in Schedule 1, Schedule 2 and Schedule 3, as the case maybe. Upon which, the Contractor shall then bear the full costs of these other third party contractors engaged by the Company and directly pay the bills of these third party contractors at the Contractor's cost.

40. Cost Reduction Incentives

- 40.1** In consideration for continued competitiveness, both parties are required to put in reasonable time from engineering, operations and procurement resources to reduce the costs through collaborative effort by both parties.
- 40.2** The cost reduction team shall comprise of at least one experienced engineer, one operations supervisor and one experienced procurement officer from the Contractor and one Company representative who will decide on the cost reduction effort and priority. If there are savings derived from this cost improvement effort, the net saving shall be shared by the parties in the following manner. The net saving is derived from the difference between existing prices and the new price less the cost of improvement. Fifty (50%) percent of the net saving shall be credited to the Contractor and the contract price shall be amended to the new price plus the Fifty (50%) percent of the net saving.
- 40.3** Both parties shall bear their own costs for undertaking the cost improvement describes in above including without limitation their own non-recurrence engineering cost.
- 40.4** The cost reduction exercise shall be an on-going effort and is not limited to materials and engineering design, as it may include processes, man power deployment, administration procedures, automation and any other innovations to bring this about.
- 40.5** A final cost reduction report, which has been reviewed and approved by the Company, shall be submitted by the Contractor to the Company at the end of the exercise to conclude the collaborative effort and determine the new price.

41. TYRE SERVICE LIFE RECOMMENDATIONS

- 41.1** The Contractor shall provide an annual report (with reference to Tender document Appendix C Annex C – Contractor reports) of tyre usages, tyre disposal records, supplied services, and new industry developments to the Company's representatives for mutual review and alignment. The Contractor's report shall provide a recommendation to reduce the tyre damages, details of tyre scrap classifications, tyre disposal methods and the expected average tyre service life of each brand & size by equipment type.

42. OBSOLESCENCE

- 42.1** Without prejudice to the Contractor's other obligations above, obsolescence management for tyres, materials, spares and maintenance service support, relating to expected service life, shall have the following requirements:
- 42.2** The Contractor shall provide a written statement to the Company indicating the last date of production of the supplied scope, one year in advance or as soon as it is known.
- 42.3** The Contractor shall provide a written statement to the Company indicating the number of years of support and spares supply after the last production cycle, one year in advance or as soon as it is known.
- 42.4** The Contractor hereby undertake to inform the Company in writing of the last opportunity to procure spares and/or support, one year in advance or as soon as it is known.
- 42.5** The Contractor hereby undertakes to inform the Company in writing on any part or component changes, one year in advance or as soon as it is known.

43 WASTE DISPOSAL

The Contractor commits to clear away and remove from the delivery location all material, debris, rubbish, product packaging, used tyres, waste materials of every kind arising out of the Contractor's activities and/or supplied scope at the delivery location and to make every effort to avoid or minimise any disturbance or inconvenience to the Company's operations.

**Schedule 1
Agreed Services**

Please refer to Appendix C and all annexes of Appendix C

Schedule 2
Addendum for Additional Services¹⁴

[To be issued on the letterhead of the Company]

[Date]

[Address of Contractor]

Dear Sirs

Provision of Services and Supply of Goods Agreement

1. We refer to the Provision of Services and Supply of Goods Agreement dated [●] made between you and us (the "**Agreement**"). Terms and expressions used in this Letter shall, unless otherwise defined or where the context otherwise requires, have the same meanings ascribed thereto in the Agreement.
2. This Letter is supplemental to the Agreement.
3. It is hereby agreed as follows:
 - 3.1 that the Company has requested, and the Contractor has agreed to provide, the Additional Services described in the Appendix attached to this Letter;
 - 3.2 that the Additional Services shall be performed by the Contractor with effect from [date] *[to [date]]*¹⁵; and
 - 3.3 the Company shall pay the Contractor the charges for the Additional Services at the respective rates stated in the Appendix attached to this Letter.
4. Save as aforesaid, the terms and conditions set out in the Agreement shall apply to and govern the provision and performance of the Additional Services.

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

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¹⁵ If the Additional Services will be provided for the remainder of the Agreement, the italicised words "*to [date]*" may be omitted.

Yours faithfully

Name:

Designation:

for and on behalf of

[Name of Company]

ACCEPTANCE

To: **[Name of Company]**

We agree to the above.

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

Name:

Designation:

Date:

[Appendix]

Additional Services and Schedule of Price for Additional Services]

Schedule 3
Schedule of Price

| S/No (1) | SATS Tyre/Product Code (2) | International Tyre Notation code (3) | Type of Good and/or Service (4) | Calendar Year (5) | Unit Price (SGD\$/Unit) (6) |
|---------------------|---|---|--|----------------------------------|--|
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Schedule 4

Insurances¹⁶

- 1.** The Contractor shall effect and maintain at its sole cost, at all times during the Term, the following insurances:
 - 1.1** public liability policy against any risks arising out of fire, theft, occurrences on the Premises and such other risks as are customarily insured in a public liability policy, with the following limits of indemnity:
 - 1.1.1** for any one accident, not less than \$[1,500,000] per claim; and
 - 1.1.2** for any one period of indemnity, unlimited;
 - 1.2** Workmen's Compensation Insurance against liability arising under the Workmen's Compensation Act (Chapter 354) and at common law arising out of the master-servant relationship, which shall contain the following endorsements:
 - 1.2.1** **Endorsement A** – If any workmen employed by the insured or by the insured's contractors as referred to in Endorsement B herein or any dependant of such workman, brings or makes a claim under any Workmen's Compensation legislation in force in Singapore against the Company and its related corporations and associated corporations for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Contractor may be carrying out for the Company, the insurance company will indemnify the Company and its related corporations and associated corporations against such claim, that the insurance company may have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement will be construed as affecting the insured's right to recover damages in any other way under the said legislation;
 - 1.2.2** **Endorsement B** – It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the insured to workmen in the employment of contractors performing work for the insured while engaged in the business and occupation in respect of which the within policy is granted but only so far as regards claims under any Workmen's Compensation legislation or common law in force in Singapore;
 - 1.3** any other insurances required under law or customarily effected by persons which provide services similar to or analogous with the Services, and as laid out in Appendix C, paragraph 11.3 for Aviation Liability Insurance.¹⁷

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2. Save for the insurance coverage referred to in paragraph 1.2, the Company and its related corporations and associated corporations shall be named as additional insured in respect of the insurance coverage referred to in Clause 13.1.

Schedule 5
Services Obligations¹⁸

1. Removal of Properties

- 1.1** The Contractor shall not, and shall ensure that the Contractor's Personnel shall not, remove any property, including discarded and unused items, from the Premises without written authorisation from the Company.
- 1.2** The Contractor will be liable for the cost of any property so removed (regardless of how such property may have come into its possession) and will indemnify the Company in full under Clause 12.3 against all liability resulting from such removal.

2. Uniforms for Contractor's Personnel

- 2.1** The Contractor shall provide the Contractor's Personnel with uniforms (including shirts, trousers and footwear) acceptable to the Company. All uniforms must bear the Contractor's name and logo.
- 2.2** All Contractor's Personnel must be properly attired in such uniforms while on the Premises.

3. [Water and Electricity]

- 3.1** All water and electricity required for the provision and performance of the Services shall be provided by the Company to the Contractor free of charge. The Contractor shall, and shall ensure that the Contractor's Personnel shall, exercise best efforts to economise the use of water and electricity in providing and performing the Services.]

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Schedule 6

Liquidated Damages

[The Company may recover, and the Contractor shall pay on demand, liquidated damages in the following circumstances:

- (a) Liquidated damages shall be paid at the rate of \$1.00 per hour for each unit of Goods not delivered from the Delivery Time until such time that the Required Quantity is delivered at the location of delivery.
- (b) Liquidated damages shall be paid at the rate of \$50 per day for each line item that is out of stock and therefore unavailable for delivery by the next day.
- (c) Liquidated damages shall be paid at the rate of \$100 per day for any Non-Conforming Services till the rectification of such Non-Conforming Services by the Contractor.
- (d) Liquidated damages shall be paid at a rate of up to \$1 for each inconsistency/error (non-compliance) found in the Contractor's official billing documents, delivery notes and invoices.
- (e) Liquidated damages shall be paid at the rate of \$11 per day, starting after the first 7 business days, for failure to provide the required reports under the Tender documents: **Appendix C Annex C** upon demand, and at the rate of \$1 for each error in the required reports.
- (f) Liquidated damages shall be paid at the rate of \$5 per day after the first 11 business days of our written request, for failure to provide the required report in clause 36 in a timely manner, and additionally at a rate of \$1 for each error in the required report of clause 36, until the report is completed to the Company's satisfaction.

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

The Company

SIGNED by [•]

for and on behalf of

[insert relevant SATS entity]

in the presence of:

}

Witness' signature

Name:

Address:

The Contractor

SIGNED by [•]

for and on behalf of

[•]

in the presence of:

}

Witness' signature

Name:

Address: