

**PURCHASE AGREEMENT FOR THE SUPPLY, DELIVERY, TESTING AND
COMMISSIONING ON A TURNKEY BASIS OF SIX (6) REFRIGERATED FOOD
TRUCKS WITH TAIL GATE (ON-THE-ROAD WITHOUT COE)**

1 CONTRACT PRICE

The total contract sum of this agreement is S\$ (Exclude G.S.T)

2 Without prejudice to any other provision contained in this agreement, including without limitation Clauses 9. payment for the _____ shall be made as follows:

	<u>Payment</u>	<u>Percentage of Price</u>
.1	Within thirty (30) days of the date of issue of the Certificate of Acceptance by SFIM.	90%
.2	Within thirty (30) days of the date of completion of delivery of all items under the agreement, including spare parts list, manuals and letter of undertaking as per Clause 6.5 hereof, etc.	10% ----- 100% =====

3 PAYMENT SCHEDULE

Under the contract, the payment will be honoured within 60 days of the receipt BY THE Buyer of undisputed invoice together with all supporting documents to the satisfaction of the Buyer and certification by the Buyer's duly authorised representative that the applicable milestone for payment has been achieved to the Buyer's satisfaction and authorising the release of the payment.

Upon the Buyer's written certification evidencing the expiry of the Warranty Period or any extensions thereof . The Warranty Period is the period of twenty-four (24) months and any extensions thereof commencing from the date of final acceptance of the equipment and the Systems.

1 TESTING AND ACCEPTANCE

- 1.1 SFIM, shall in accordance with the purchase of equipment, conduct system tests and acceptance test on the system.
- 1.2 Prior to such system tests and acceptance tests, SFIM and the Vendors shall each nominate one or more representatives to be present during the respective tests, or if agreed between the Parties, available for consultation during the respective test period(s).
- 1.3 The Vendor shall ensure that the equipment conforms to the SFIM requirement and is ready for the Acceptance Tests in accordance with the Project Schedules. The Vendor must rectify any non-conformance of the System with such requirements at no additional cost to SFIM.
- 1.4 Acceptance of the equipment will take place on the date of the written acknowledgement by SFIM to the Vendor of its acceptance of the equipment and this written acknowledgement shall be sent within ten (10) working days from the date of successful completion of the Acceptance Tests.
- 1.5 If the equipment fails the Acceptance Tests then SFIM may require the Vendor to forthwith implement free of charge such alterations to the System as SFIM shall in the circumstances reasonably judge necessary and in sufficient time to make possible the repetition of the Acceptance Tests by SFIM in the presence of the Vendor's representative(s) within thirty (30) days of the date of failure (the 'First Repeated Acceptance Tests') and at the Vendor's cost. The Vendor shall not charge SFIM for the cost of attendance (by its representative(s)) at the First Repeated Acceptance Tests.
- 1.6 If the equipment fails the First Repeat Acceptance Test then SFIM may at its option:
 - 1.6.1 require the Vendor by written notice to forthwith implement such further alterations or medications to the equipment free of Charge as SFIM shall reasonably judge necessary to enable the System to pass repeat Acceptance Tests (the "Second Repeat Acceptance Tests")and at the Vendor's cost. The Second Repeat Acceptance Tests shall be carried out by SFIM in the presences of the Vendor's representative(s)) at the second Repeated Acceptance Tests then SFIM shall be entitled to proceed at its option under either clause 1.6.2 or 1.6.3 OR
 - 1.6.2 accept the equipment subject to such refund of the charges in respect of the equipment as the Vendor and SFIM shall agree. If the Parties fail to agree to such refund within thirty (30) days of failure of the First Repeat Acceptance Test or second Repeat Acceptance Tests pursuant to this Agreement SFIM shall be titled either to refer the matter for settlement in accordance with the dispute resolution procedures set out in Agreement.

- reject the equipment and terminate this Agreement without prejudice to any other rights or remedies to which SFIM may be entitled hereunder or at law.
- 1.7 The issuance of any interim acceptance certificate for the equipment which have successfully completed the Acceptance Tests shall be without prejudice to SFIM' right to reject the entire equipment in the event the other parts of the System and/or the entire system fails to pass the Acceptance Tests.
 - 1.8 The Vendor shall provide SFIM with all such assistance and advice as it shall from time to time require in the process of, or for the purpose of testing the equipment pursuant to this Agreement.

FINAL ACCEPTANCE CERTIFICATE

In accordance with Clause 8.8 of the Agreement by and between [CONTRACTOR] (“Contractor”) and SATS Entity (“Buyer”) dated [●], 20[] (“Agreement”), the undersigned Contractor hereby certifies as follows:

1. All punch-list items have been fully and successfully completed in accordance with the terms and conditions set out in the Agreement and the Buyer’s requirements;
2. All Works on the equipment have been fully and successfully completed in accordance with the terms and conditions of the Agreement and the Buyer’s requirements.
3. The Contractor has transferred to the Buyer the Documentation and all documents, records, drawings, and test reports required to be delivered to the Buyer pursuant to the express or implied terms and conditions of the Agreement;
4. This Final Acceptance Certificate of the equipment shall only be valid and effective after the Buyer’s final written acceptance of equipment and does not release the Contractor from all obligations, undertakings, warranties, guarantees and liabilities arising from or connected with or provided for in the Agreement which will survive until their entire satisfaction.
5. The applicable milestone payment referred to in **Annex C** of the Agreement shall be due and payable to the Contractor only after the Buyer’s final written acceptance of the equipment.
6. Final written acceptance of the equipment shall occur when the Buyer’s duly authorised representative signs this Final Acceptance Certificate.
7. Capitalized terms used herein which are not defined shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the Contractor has caused this Final Acceptance Certificate to be duly executed and delivered this **[insert date]**

[CONTRACTOR]

By: [insert name and designation]
For and on behalf of [insert full name of Contractor]

Accepted by the Buyer on [insert date]

By: [insert name and designation]
For and on behalf of **SATS Entity**
WITNESS: _____ By: [insert name and designation]
SATS Entity

DOCUMENTATION

The Contractor shall submit two (2) sets of Drawings, Operation and Maintenance Manuals and As-fitted" drawings. The nature and contents shall be in accordance with the Technical Specification and contained herein to the SFIM's approval.

The contractor shall also submit softcopies of the drawings and manuals/user guides.

MAINTENANCE AND SUPPORT REQUIREMENTS

To fill in all necessary support requirement if applicable

1 SAFETY REQUIREMENT

1.1 The following are some of the safety measures that the Contractor shall provide in the course of the Works. It shall be the responsibility and duty of the Contractor to ensure that all safety measures deemed by SFIM to be necessary for the proper execution and completion of the Works are complied with.

a) Safety Vests/Boots

i) The Contractor shall provide safety vests and boots to all workmen who are required to work or pass through premises or places, (including without limitation warehouses) that are normally exposed to safety hazards. The safety vests shall be of the type approved by Spring.

1.2 In the event the contractor commits any breach of or fails to comply with:

(a) any applicable laws, regulations, by-laws and codes of practice relating to safety and other matters, including but without limitation to, requirements of the Workplace Safety and Health Act and its regulations, and regulations under the Factories Act which have not been repealed; or

(b) any safety guidelines or measure which SFIM has imposed in relation to the execution of the works.

Without prejudice to any other terms of the contract, the Contractor shall pay the following amounts to SFIM:

S\$1,000 in respect of the first incident;

S\$2,000 in respect of the second incident/ and

S\$5,000 in respect of the third incident and each subsequent incident, in respect of each and every calendar year.

The Contractor shall promptly pay all sums due hereunder upon SFIM' request. Without prejudice to any other right of action or remedy of SFIM against the Contractor nor to any of the terms of the Contract, in the event that the Contractor does not promptly pay any such amounts to SFIM, SFIM may set off and deduct such sum against any payment(s) due to the Contractor, or set off the same against the security deposit furnished by the Contractor pursuant to Clause 10.1 of the Contract, as SFIM may elect in its sole discretion.

CONDITIONAL ACCEPTANCE CERTIFICATE

1. In accordance with Clause 8.10 of the Agreement by and between [CONTRACTOR] (“Contractor”) and SATS Airport Services Pte Ltd (“Buyer”) dated [●], 20[] (“Agreement”), the undersigned Contractor hereby certifies as follows:
 - 1.1 Substantial completion of the Equipment and the Works have been achieved in accordance with the terms of the Agreement have been successfully completed;
 - 1.2 The Equipment and the Works have been completed in accordance with the Agreement except for the Equipment and the Works on the punch-list attached to this Conditional Acceptance Certificate as Appendix 1 which shall be completed no later than 30 (thirty) days from the date of this Conditional Acceptance Certificate;
 - 1.3 The Contractor has previously delivered to the Buyer this Conditional Acceptance Certificate for the Buyer’s review and approval; and
 - 1.4 The Equipment and the Works have been tested and are capable of being safely and reliably operated in accordance with the terms of the Agreement.
2. This Conditional Acceptance Certificate shall only be valid and effective after the Buyer’s final written acceptance of the Equipment and the Works as evidenced by the Final Acceptance Certificate issued by the Contractor and accepted by the Buyer;
3. This Conditional Acceptance of the Equipment and the Works does not release the Contractor from the warranties and guarantees provided for in the Agreement which will survive until their entire satisfaction;
4. Conditional Acceptance of the Equipment and the Works shall occur when the Buyer’s duly authorised representative signs this Conditional Acceptance Certificate.
5. Capitalized terms used herein which are not defined shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the Contractor has caused this Conditional Acceptance Certificate to be duly executed and delivered this **[insert date]**

CONTRACTOR

By: [insert name and designation]
For and on behalf of [insert full name of Contractor]

Accepted by the Buyer on [insert date]

By: [insert name and designation]
For and on behalf of **SATS Entity**

WITNESS:

By: [insert name and designation]
SATS Entity

FINAL ACCEPTANCE CERTIFICATE

In accordance with Clause 8.8 of the Agreement by and between [CONTRACTOR] (“Contractor”) and SATS Entity (“Buyer”) dated [●], 20[] (“Agreement”), the undersigned Contractor hereby certifies as follows:

1. All punch-list items have been fully and successfully completed in accordance with the terms and conditions set out in the Agreement and the Buyer’s requirements;
2. All Works on the equipment have been fully and successfully completed in accordance with the terms and conditions of the Agreement and the Buyer’s requirements.
3. The Contractor has transferred to the Buyer the Documentation and all documents, records, drawings, and test reports required to be delivered to the Buyer pursuant to the express or implied terms and conditions of the Agreement;
4. This Final Acceptance Certificate of the equipment shall only be valid and effective after the Buyer’s final written acceptance of equipment and does not release the Contractor from all obligations, undertakings, warranties, guarantees and liabilities arising from or connected with or provided for in the Agreement which will survive until their entire satisfaction.
5. The applicable milestone payment referred to in **Annex C** of the Agreement shall be due and payable to the Contractor only after the Buyer’s final written acceptance of the equipment.
6. Final written acceptance of the equipment shall occur when the Buyer’s duly authorised representative signs this Final Acceptance Certificate.
7. Capitalized terms used herein which are not defined shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the Contractor has caused this Final Acceptance Certificate to be duly executed and delivered this **[insert date]**

[CONTRACTOR]

By: [insert name and designation]
For and on behalf of [insert full name of Contractor]

Accepted by the Buyer on [insert date]

By: [insert name and designation]
For and on behalf of **SATS Entity**

WITNESS:

By: [insert name and designation]
SATS Entity