

Tender Ref: CT2201W003

Dated [            ]

**XXX**

and

**SATS Airport Services Pte Ltd**

**AGREEMENT FOR THE SUPPLY AND PURCHASE OF DIESEL AND  
PETROL FROM 1 JULY 2022 TO 30 JUNE 2025 (WITH OPTION FOR  
EXTENSION OF TWO (2) YEARS)**

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This Agreement for the supply and purchase of diesel and petrol is made on [Date] between:

- (1) [Company Name] (Company Registration Number XXXXXXXXXXZ), a company incorporated in Singapore and having its registered office [Company Address] (the "Seller"); and
- (2) SATS Airport Services Pte Ltd (Company Registration Number 198500561 R), a company incorporated in Singapore and having its registered office at 20 Airport Boulevard, SATS Inflight Catering Centre 1, Singapore 819659 (the "Buyer" or "SAS").

**Whereas:**

The Buyer wishes to purchase the Goods (as defined below) from the Seller and the Seller has agreed to provide the Goods to the Buyer upon the terms and conditions hereinafter set forth.

It is agreed as follows:

## **1 Definitions and Interpretations**

**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** "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 the first mentioned person or is under common Control (whether directly or indirectly) with the first mentioned person, and includes any other person which is Controlled (whether directly or indirectly) by the second mentioned person.

**1.1.2** "Agreement" means the main body of this Agreement for the supply and delivery of diesel and petrol and any and all Schedules and Appendices annexed hereto and incorporating all amendments thereto, if any, effected by mutual agreement in writing.

**1.1.3** "Commencement Date" means 1<sup>st</sup> July 2022.

**1.1.4** "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.

**1.1.5 "Delivery Charges"** means all supply, transportation and delivery costs, charges, expenses (including but not limited to fares, surcharges, penalties and administration fees, as well as all charges, duties, levies, fees and/or taxes payable thereon) in relation to the supply and delivery of the Goods (including, where applicable, any replacement Goods) to the Delivery Location.

**1.1.6 "Delivery Location"** shall have the meaning ascribed to it in Clause 4.1.

**1.1.7 "Delivery Quantity"** shall have the meaning ascribed to it in Clause 4.1.

**1.1.8 "Delivery Time"** shall have the meaning ascribed to it in Clause 2.3.

**1.1.9 "Expiry Date"** means

**1.1.10 "Good"** means the type of good stated against its name in column (2) of Schedule 1 and supplied to the Buyer by the Seller pursuant to this Agreement, and **"Goods"** means all of them.

**1.1.11 "Parties"** means the Buyer and the Seller, and **"Party"** means either of them.

**1.1.12 "Price"** in relation to any Good, means the price of that Good stated against its name in column (3) of Schedule 1.

**1.1.13 "Purchase Order"** shall have the meaning ascribed to it in Clause 2.1.

**1.1.14 "Security Deposit"** shall have the meaning ascribed to it in Clause 8.1.

**1.1.15 "Specifications"** in relation to any Good, means the specifications of that Good described against its name in column (4) of Schedule 1, including particulars (if any) as to the brand, packing and country of origin of that Good.

**1.1.16 "Singapore Dollars" or "\$"** means the lawful currency of the Republic of Singapore.

**1.1.17 "Standards"** means the standards required of the Seller in the performance of the services set out in Schedule 3, 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 recognized professional standards, and as may otherwise be set out in Schedule 3.

**1.1.18 "Term"** means the duration of the supply by the Seller under this Agreement, as determined in accordance with Clause 11.1.

**1.1.19 "Illegal foreign worker"** means an individual of foreign nationality, who does not have the requisite clearance(s), permit(s) and pass(es) from the immigration and other authorities of Singapore to lawfully be employed in Singapore by the Seller.

**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 organization or government, state or any political subdivision, instrumentality, agency or authority;

**1.4.5** references to any "**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; and

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

**1.5** The agreed terms and conditions for the supply of Goods and Agreed Services (as defined in Schedule 3) are set out in the following documents:

- (i) Tender documents for Tender Reference No.
- (ii) The Terms and Conditions of Tender;

- (iii) This Agreement;
- (iv) The letter of award; and
- (v) The Specifications

**1.6** If there is any conflict or inconsistency, the provisions in documents forming part of this Agreement take priority in the following order:

- (i) firstly, this Agreement;
- (ii) secondly, the Specifications;
- (iii) thirdly, the Letter of Award;
- (iv) fourthly, the Terms and Conditions of Tender;
- (v) lastly, Tender documents for Tender Reference No.

## **2 Sale and Purchase of the Goods**

**2.1** Subject to the terms and conditions of this Agreement and in particular Clause 2.9, the Buyer, or its Affiliates, may from time to time during the Term issue a purchase order form in such form as the Buyer may determine for the purchase of the Goods identified, in accordance with the terms therein ("**Purchase Order**"). For the avoidance of doubt, any and all quantities stated in Schedule 1 are estimates only and shall not be binding on the Buyer.

**2.2** In the event of any conflict between any of the terms of this Agreement and the terms of any Purchase Order, those terms of this Agreement shall prevail.

**2.3** Subject to Clause 2.9, the Buyer shall be entitled to, by written notice to the Seller given with less than one (1) days' notice prior to the date and time for the delivery of the Goods ("**Delivery Time**") specified in a Purchase Order, revise the Delivery Time in such Purchase Order.

**2.4** Seller warrants only title to the Goods and that the Goods when delivered shall meet the agreed specifications as stated in the Agreement. Seller also warrants that the Goods shall not, in compliance with applicable US/EU trade embargo laws, regulations or rulings ("**Trade Sanctions Laws**"), be composed of petroleum products that originate from countries, persons or legal entities that are identified as sanctioned or embargoed under the Trade Sanctions Laws ("**Sanctioned Material**").

**2.5** The Seller shall ensure and warrants that:

**2.5.1** the Seller has obtained all licenses, approvals and permits required by applicable law for the supply of the Goods;

**2.5.2** the Goods are to be protected against dust, moisture and all the usual risks incidental to the transportation of the Goods;

**2.5.3** the Goods are marked in accordance with all legal requirements (if any) concerning the manufacture, processing, storage and testing of the Goods; and

**2.5.4** without prejudice and subject to the foregoing, the Seller observes and complies in all respects with the terms of Schedule 2 at all times during the Term.

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

**2.7** Buyer currently estimates that its annual requirement for the Goods shall be 14,000,000 litres of diesel (0.001% sulphur) and 300,000litres of petrol (minimum 95 octane). Such amount is strictly an estimate only, and Buyer may purchase from the Seller either more or less than the said estimate during the period commencing on [1<sup>st</sup> July 2022] until the end of the Term, provided that Buyer may not purchase less than fifty percent (50%) of the aforementioned estimated volume of Goods ("**Minimum Quantity**") during such period, and the Seller shall be bound to supply the Goods to Buyer in accordance with the terms of this Agreement regardless of the actual amount of Goods that Buyer may purchase under this Agreement. Without prejudice to the foregoing, Buyer shall endeavor to give to the Seller one (1) months' advance notice of any change to its estimated annual requirement. For the avoidance of any doubt, save for the Minimum Quantity which the Buyer shall purchase in accordance with this Agreement, the Seller shall have no claim or demand whatsoever against Buyer as a result of Buyer's failure to purchase Goods from the Seller in the region of the estimated annual requirement.

**2.8** Should the fuel volume exceed the above estimates in 2.7, SATS shall have the rights to review the contract rates.

**2.9** Seller warrants and undertakes that in the event of a state of emergency declared by the government of Singapore or any such similar emergency situation where the Seller's source, supply or delivery of the Goods is affected for whatsoever reason, the Seller shall take all reasonable steps to ensure the Goods supply to Buyer shall meet operating requirements of Buyer under such situation.

**2.10** Buyer shall only be entitled to request for delivery of Goods and Seller is only required to deliver Goods during the operating hours of Seller which is 8:00 am - 5:30pm (Monday — Friday, public holidays included).

### 3 Time of the Essence

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

### 4 Delivery

**4.1** The Seller shall, in respect of any Purchase Order, deliver at the location to which the Goods are to be delivered ("**Delivery Location**"), the quantity of Goods to be delivered ("**Delivery Quantity**"), in each case, as stated in that Purchase Order no later than the Delivery Time specified therein.

**4.2** The Buyer shall be deemed to have accepted the Goods from the Seller on delivery under Clause 4.1, provided that the custom seals on the Goods are intact and the correct type and quantity of Goods have been delivered, failing which, the Buyer shall have one (1) business day to notify the Seller of the discrepancy or be deemed to have accepted the delivery of the Goods at the end of the business day following the day of actual delivery.

**4.3** The Seller shall:

**4.3.1** if requested by the Buyer, provide the Buyer with the particulars, including the name, address, nationality, passport number, work permit number, of the Sellers personnel who will enter onto any Delivery Location;

**4.3.2** conform in every respect with such safety and security rules and regulations as the Buyer may prescribe in connection with entering onto or remaining at any Delivery Location;

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

**4.3.4** clear away and remove from the Delivery Location all material, debris, rubbish, waste materials of every kind arising out of the Seller's activities on the Delivery Location;

**4.3.5** remain at the Delivery Location only for so long as is reasonably necessary to effect the delivery of the Goods and to fulfil its obligations under Clause 4.3.4; and

**4.3.6** make every effort to avoid or minimize any disturbance or inconvenience to the Buyer or its operations.

### 5 Employment of Illegal Foreign Workers

**5.1** The Seller will not employ any illegal foreign workers in the supply and delivery of the Goods or the Agreed Services to Buyer. -if any illegal foreign worker is employed by the Seller, Buyer may take such measures, including without limitation the termination of this Agreement, withholding of payments due to the Seller, forfeiture of the Security Deposit and/or debarment of the Seller from future tenders/quotations of Buyer or its related or associated corporations, as Buyer may deem appropriate in the circumstances.



**5.2** The Seller will, before the commencement of this Agreement, provide Buyer with a list of the names and particulars (including address, nationality, passport number and work permit number) of all the workers and employees of the Seller who will be engaged in the delivery of Goods and Agreed Services to Buyer in accordance with this Agreement. The Seller will also provide Buyer with updated lists of the names and the said particulars of all such workers and employees at regular monthly intervals. In addition to the foregoing, the Seller will provide to Buyer copies of the work permits, together with copies of the passport, entry permits and re-entry permits, of all such workers and employees, evidencing that they have lawfully entered and remained in Singapore.

**5.3** The Seller will submit an updated and duly-certified information sheet on its workers (such information to be given to Buyer in whatever means or form as required by Buyer), including a copy of each of the following items, to Buyer monthly for its inspection and record:

**5.3.1** Personal particulars (including name, address, nationality, passport number and work permit number) of its workers in the execution of any part of the works performed for Buyer;

**5.3.2** The work permits of new workers;

**5.3.3** The passports, entry permits or re-entry permits of these workers showing that they have lawfully entered and remained in Singapore;

**5.3.4** Personal particulars (including name, identity card, passport and/or foreign identification numbers, and nationality) of all its workers currently or previously (as appropriate) employed by the Seller to execute works on the premises of Buyer and:

- (i) are no longer in the Seller's employ;
- (ii) are no longer working on the premises of Buyer;
- (iii) have tendered their resignation to the Seller or whose employment has been terminated by the Seller; or
- (iv) have been absent without official leave from the Seller.

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

**5.4** The Seller will bear the cost relating to applications for airport passes and other identification passes to be issued to its workers employed in performing its duties in pursuance of this Agreement and shall ensure the return of the passes to the issuing authorities for workers who are no longer under their employment or who cease to work on the premises of Buyer. The Seller shall return all the airport passes of its workers at the termination or expiry of this Agreement unless it is extended in accordance with the provisions herein. Proof of return of the airport passes shall be furnished by the Seller. For each failure of the Seller to return airport passes and other identification passes

immediately to the issuing authorities for workers who are no longer under their employment or who cease to work on the premises of Buyer, the Seller will pay Buyer liquidated damages of Singapore dollars two hundred (\$200), the sum of which the Seller acknowledges and agrees represents a genuine pre-estimate of the loss that Buyer would suffer as a result of the Seller's breach of this clause.

## 6 Title and Risk

Title to and risk of loss or damage to the Goods delivered to the Buyer in accordance with each Purchase Order shall pass to the Buyer upon Seller's delivery of the Goods to the Buyer at Seller's truck flange connection at the delivery site. This is subject to the Buyer's right to reject the Goods under Clause 7. If there is insufficient ullage at the site, Seller may dispose of undelivered Goods in any manner it deems fit and charge Buyer a reasonable service fee (as determined by Seller from time to time).

## 7 Failure to Deliver

**7.1** Subject to Clause 4.2, in the event that the Seller fails to deliver the Delivery Quantity at the Delivery Location and at the Delivery Time in accordance with any Purchase Order, the Buyer shall immediately inform the Seller in writing of such failed delivery and may, at its discretion, by further written notice to the Seller elect as follows:

**7.2** cancel the Purchase Order with respect to such Goods or decline to take delivery of the Goods (as the case may be) and require the Seller to:

- (i) (if the Buyer has already paid for such Goods) credit the Buyer with or refund to the Buyer the Price of the Goods not delivered; and/or
- (ii) pay the Buyer on demand the actual costs and expenses (including without limitation all supply, transportation and delivery costs), charges, fares, surcharges, penalties and administration fees, duties, levies, fees and/or taxes (including goods and services tax) incurred by the Buyer in purchasing the same or similar goods from another supplier (collectively, "**Non-Delivery Replacement Costs**") or the Price of the Goods not delivered, whichever is higher. For the avoidance of doubt, in the event the Non-Delivery Replacement Costs are lower than the Price of the Goods not delivered, the Buyer shall not pay the Seller the difference in price; or

**7.3** the Buyer may recover, and the Seller shall pay on demand, liquidated damages at the following rates per day (or part thereof) from the Delivery Time until such time that the Delivery Quantity is delivered at the Delivery Location (both dates inclusive): based on the aggregate Price of the Goods not delivered at the rate of one percent (1%) of the aggregate Price of such Goods per day of non-delivery, subject to a maximum limit of ten percent (10%) of the aggregate price.

## 8 Right to Reject

**8.1** Subject to Clause 4.2, upon the delivery of any Goods at the Delivery Location, the Buyer may, at its own expense, inspect the Goods to verify that the Goods comply with the Specifications and are free from defects failing which the Buyer shall be entitled to reject the Goods by notifying the Seller in writing stating its reason(s) for rejecting the Goods. Provided That the Buyer shall complete its inspection and notify the Seller of the rejection of the Goods within one (1) business day of the day of delivery.

**8.2** In the event that any delivery of Goods is rejected in accordance with Clause 7.1, if the Goods have not been discharged from Seller's delivery vehicle, Seller shall promptly remove the Goods, at its own cost and expense, from the Delivery Location.

## 9 Security Deposit

**9.1** The Seller shall within thirty (30) days from the date of this Agreement, pay the Buyer an amount equal to five percent (5%) of the estimated total annual Price of the Goods to be provided by the Seller of Singapore dollars during the Term pursuant to this Agreement, as determined by the Buyer (the "**Security Deposit**"), or in lieu of such payment, provide the Buyer with a banker's guarantee issued by a bank approved by, and on such terms and conditions as may be prescribed by, the Buyer. Buyer shall be entitled to withhold payment on any invoices to the Seller for the Goods up to an equivalent value of the Security Deposit until such time a valid Security Deposit acceptable to Buyer is submitted by the Seller.

**9.2** Any payment pursuant to Clause 8.1 shall constitute security for the payment of any sum due and payable to the Buyer from the Seller as liquidated damages, compensation or otherwise, and the Buyer shall be entitled to retain the amount of such payment until the expiry or termination of the Term, and may utilize at any time the whole or any part of such payment in payment of any sum due to the Buyer from the Seller. The Buyer 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 Buyer's right of recovery against the Seller to the amount of the Security Deposit.

**9.3** In the event that the Seller provides the Buyer with a banker's guarantee in lieu of paying the Buyer the amount of the Security Deposit:

**9.3.1** the Buyer 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 Buyer from the Seller, without prejudice to any other rights or remedy which may be available to the Buyer whether under this Agreement or at law; and

**9.3.2** without prejudice to the Buyer's rights to prescribe any other term or condition under Clause 8.1, the Seller 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 Buyer and honored by the issuing bank at any time throughout the period from the date of issuance of such banker's guarantee up to two (2) months after the expiry or termination of the Term.

**9.4** The Buyer shall be entitled to make a demand(s) under the banker's guarantee for such amount(s) as the Buyer may deem appropriate at any time, and from time to time, after the Seller 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 Seller 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 Seller shall neglect or fail in any way to observe, carry out, fulfil or discharge any of its obligations under Clause 8.3.2, the Buyer shall be entitled to make a demand under the banker's guarantee for such amount as the Buyer may deem appropriate and to retain any and all amounts paid by the issuing bank under the banker's guarantee until the Seller shall have discharged and performed all its obligations under this Agreement, and to utilize such amounts at any time to settle any sum due from the Seller to the Buyer in connection with this Agreement.

**9.5** Any demand made by the Buyer under the banker's guarantee and any payment received by the Buyer thereunder shall not preclude, affect or restrict the exercise of any rights by the Buyer under this Agreement or any legal remedy or relief to which the Buyer is entitled arising from any breach of the Seller or any matter or event in respect of or pursuant to which the demand is made and any sum received by the Buyer as payment under the banker's guarantee shall be applied by the Buyer towards any sum due or payable by the Seller to the Buyer (whether as damages or otherwise).

**9.6** In the event of any utilization of the Security Deposit, or any demand on the banker's guarantee, made by the Buyer pursuant to this Clause 8, the Seller shall, upon written notice from the Buyer, promptly top up the Security Deposit (in cash or by replacing the banker's guarantee with another in compliance with this Clause 8) to the amount stated in Clause 8.1.

## **10 Payment Terms**

**10.1** The Seller shall, at the beginning of each month from the date of this Agreement until the end of the Term (other than the first month), invoice the Buyer or its Affiliates the total Price for all the Goods delivered to and accepted by the Buyer or its Affiliates (if any) in the preceding month.

**10.2** Each invoice rendered by the Seller shall contain such detail and be accompanied by such supporting documentation or certifications as the Buyer or its Affiliates may require.

**10.3** The Buyer or its Affiliates shall, subject to the terms of this Agreement, make payment of the sum due to the Seller within sixty (60) days of receipt of the Seller's invoice prepared in accordance with the terms of this Agreement and such other documentation or certification as referred to in Clause 9.2. This Clause 9.3 shall survive the expiry or termination of this Agreement.

**10.4** The Prices under this Agreement are denominated in Singapore Dollars, and are:

**10.4.1** exclusive of any goods and services tax which may be imposed by any government bodies or authority(ies) against the Buyer, its Affiliates or the Seller in

connection with the supply of the Goods. Buyer shall be responsible for all present and future duties, tax and any other impositions and/or government charges (including sales, value added and goods and service taxes) imposed by the government or any political subdivision thereof relating to the Goods, any invoice or this Agreement (or any document issued under this Agreement) together with any interest and penalties from any related deficiency or failure by the Buyer or its Affiliates to comply with this Agreement or any law or regulation; and

**10.4.2** inclusive of the Delivery Charges.

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

**10.6** The Buyer shall, upon reasonable request by the Seller, provide to the Seller its published financial information deemed necessary by the Seller to support any credit extension. If, during the Term of this Agreement, the financial capacity of the Buyer becomes impaired in the reasonable judgement of the Seller, advance cash payment or security reasonably satisfactory to the Seller shall be given by the Buyer on demand by the Seller, and shipments / deliveries may be withheld if such payment or security is not received within 30 days of such demand.

## **11 Liability, Indemnity and Insurance**

**11.1** The Buyer shall have no responsibility or liability (whether to the Seller or otherwise) in respect of any losses which are not reasonably foreseeable, any indirect, consequential, special, punitive, exemplary or incidental losses or damages, any loss of profit (including anticipated profits), use, anticipated savings, goodwill, reputation or business contracts, or any other form of pure economic loss, or any loss or damage suffered by the Seller as a result of, or in connection with, any claim brought against the Seller by any third party or any other party, (whether in contract, tort or otherwise) and even if the Buyer had been advised of the possibility or likelihood of the same, except where the losses are the result of the Buyer's gross negligence or willful misconduct. Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary herein, the aggregate liability of the Buyer arising out of or in connection with this Agreement shall not, in any event, exceed the **total annual price** of the Goods paid by the Buyer to the Seller under this Agreement.

**11.2** The Seller shall indemnify the Buyer 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 Buyer) brought against, suffered or incurred by the Buyer arising out of or in connection with this Agreement or the Seller's performance or purported performance of or failure to perform its obligations under this Agreement (other than any delay in respect of which liquidated damages are paid to the Buyer in accordance with Clause 6.1.2), including without prejudice to the generality of the foregoing:

**11.2.1** any breach of any term of this Agreement by the Seller;

**11.2.2** any death of or injury to any person and/or loss of or damage to any property which may arise out of or in consequence of the Seller's, its officers', employees', servants', agents' or permitted sub-contractors' presence or activities at any Delivery Location;

**11.2.3** any statement, act, omission, fraud, negligence or default whatsoever of the Seller or any of its officers, employees, servants, agents or permitted sub-contractors (which the Seller agrees it shall be fully and solely liable and responsible for); and

**11.2.4** any failure to comply with applicable laws, government rules, regulations and orders including but not limited to those related to health, safety and environment, employment rights or failure to obtain permits by Seller or any of its officers, employees, servants, agents or permitted sub-contractors.

**11.3** To the maximum extent permitted by law and notwithstanding any provision to the contrary in this Agreement, Seller's aggregate liability arising out of or in connection with this Agreement shall be limited to the **total annual price** of the Goods payable by the Buyer unless caused or contributed to by the negligence, fault or breach of duty of the Seller.

## **12 Term and Termination**

**12.1** The Term of this Agreement shall commence from the Commencement Date and continue in force up till and including the Expiry Date.

**12.2** Buyer may, by written notice to the Seller prior to the Expiry Date, extend the Term by a further period not exceeding twenty-four (24) months commencing from 1 July 2019.

**12.3** Notwithstanding anything to the contrary contained herein, the Buyer may at its sole discretion terminate this Agreement by giving fourteen (14) days' written notice to the Seller if:

**12.3.1** the Seller commits any breach of any material term of this Agreement;

**12.3.2** the total amount of liquidated damages payable by the Seller under Clause 6.1.2 amount to or are in excess of the full amount of the Security Deposit;

**12.3.3** 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 Seller;

**12.3.4** the Seller makes any voluntary arrangement with its creditors or becomes subject to an administration order;

**12.3.5** an order of court is made to wind up the Seller or to place it under judicial management or a resolution is passed by the members of the Seller for its winding up or liquidation;

**12.3.6** any distress or execution is levied or enforced in relation to any of the assets of the Seller;

**12.3.7** the Seller ceases, or threatens to cease, to carry on business or becomes insolvent or admits in writing its inability to pay its debts when due;

**12.3.8** the Seller shows or forbears to show favor to any person in relation to any agreement with the Buyer, or if similar acts shall have been done by any person employed by the Buyer or acting on its behalf (whether with or without the knowledge of the Buyer); or

**12.3.9** the Seller breaches Clause 26.1.

**12.4** In the event of the Seller's permit(s) or other authorization(s) to supply the Goods, wholly or in part, being revoked, cancelled or suspended, the Seller shall notify the Buyer immediately of such event and the Buyer may terminate the Term at the effective date of such revocation, cancellation or suspension by giving to the Seller notice thereof within forty-eight (48) hours after such notice from the Seller.

**12.5** Nothing in this Agreement shall prejudice the rights and obligations which have accrued prior to the end of the Term (including the ongoing responsibility of the Seller under Clause 2 in respect of the Goods purchased by the Buyer) 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 or on the last day of the Term. Further, the termination of the Term shall not affect the respective continuing rights and obligations of the Parties 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.

**12.6** The Buyer shall have the right to terminate this Agreement at any time during the Term by giving to the Seller four (4) months prior notice in writing.

**12.7** The right of termination conferred by this Clause 11 is in addition to and not in derogation of any other rights of termination of the Term conferred under any other provision of this Agreement.

### **13 Assignment**

The Seller shall not assign or transfer its rights or benefits and/or obligations under the terms of this Agreement (in whole or in part) to any person without the prior written consent of the Buyer. The Buyer shall be entitled to assign its rights and benefits under the terms of this Agreement (in whole or in part) to any of its Affiliates upon written notice to the Seller, and in the event of such assignment, the duties and obligations of the Buyer under this Agreement may be performed by its assignee in lieu of the Buyer.

### **14 Confidentiality**

**14.1** The Seller acknowledges that all information relating to the Buyer and/or its operations are confidential and belong to the Buyer. The Seller shall maintain and cause to be maintained the confidentiality of all such information, and shall not without the prior written consent of the Buyer, copy or use or disclose any such information whether during or after the termination of the Term to any person save and to the extent that such use or disclosure is necessary:

**14.1.1** for the discharge of the Seller's obligations under this Agreement; or

**14.1.2** for financial reporting purposes of the Seller; or

**14.1.3** to comply with applicable statutory or regulatory requirements in Singapore including any requirements promulgated by any relevant stock exchange; or

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

**14.2** Clause 13.1 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 Seller of Clause 13.1.

**14.3** Notwithstanding the termination or expiry of the Term for whatever reason, the obligations and restrictions in this Clause 13 shall be valid and survive for a period of two (2) years from the last day of the Term.

### **15 Notices**

**15.1** Any notice, demand or other communication to either Party by the other shall be given in writing and delivered to the addresses set out hereunder. Such notice, demand or communication shall be deemed to have been duly served (if delivered personally) immediately or (if given or made by letter to an address within Singapore) 7 days after posting.



To the Buyer:

34 Changi North Crescent Singapore 499614

Assistant Vice President, Maintenance

Attention: Mr Hassan Abdul Cader

To the Seller:

[Address]

[Title]

Attention: [Person]

## **16 Arbitration**

**16.1** 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 15, in which event the provisions of this Clause 15 shall prevail and apply.

**16.2** The number of arbitrators shall be one (1), the seat and place of the arbitration shall be Singapore, and the language of the arbitration shall be English.

**16.3** 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 Singapore courts for resolution where necessary to preserve the subject matter of the action by way of injunctive or declaratory proceedings.

## **17 Non-Exclusivity**

The Seller acknowledges and agrees that it may not be the exclusive supplier of the Goods to the Buyer and the Buyer may purchase Goods or goods similar to the

Goods from, or otherwise conduct business with other parties who may be in competition, whether directly or indirectly, with the Seller.

## **18 Relationship between the Parties**

The Seller 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.

## **19 Entire Agreement**

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**

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**

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 Waiver**

The failure or delay of either Party to insist upon a strict performance of any term or provision 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.

## **23 Reasonableness**

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 Agreement are fair and reasonable.

## **24 Contracts (Rights of Third Parties) Act**

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.

## **25 Counterparts and Language**

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.

## **26 Governing Law and Jurisdiction**

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

## **27 Anti-Corruption/Anti-Bribery**

**27.1** Each Party represents and warrants to the other Party that it is in compliance with the laws of Singapore, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement. Each Party further represents and warrants that it has not made, authorised or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person in his or its decision, or to gain any other advantage for such Party in connection with this Agreement, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity in his or its decision, or to gain any other advantage for such Party in connection with this Agreement or (3) secure any improper advantage in connection with this Agreement.

**27.2** Each Party 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 other Party. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith, then either Party, on written notice to the other Party, may withdraw from or terminate this Agreement.

**27.3** Each Party shall ensure that it:

- (i) maintains true and correct records in connection with this Agreement;
- (ii) permits and assists any third-party agent appointed by the other Party during the term of this Agreement, to audit any and all of its records relating to this Agreement for the purpose of determining if there has been compliance with this Agreement.

For avoidance of doubt, the Party requesting for such audit shall:

- (i) notify the other Party of its intent by way of not less than seven (7) days prior written notice;
- (ii) ensure that such audit takes place only during normal business hours with no or minimal disruption to the operations of the other party; and
- (iii) solely responsible for any cost and expense relating to, arising out of or in connection with such audit.

**27.4** Each Party will comply with all reasonable requests of the other Party with respect to protecting Personal Data about the Party's employees and contractors, customers, suppliers, and others the receiving Party receives in connection with its performance of this Agreement, including but not limited to: restricting employee and agent/subcontractor access to Personal Data, following a Party's instructions in connection with processing Personal Data, not disclosing Personal Data to any third party without a Party's written permission, applying appropriate security measures to protect the Personal Data, deleting any personal data in its possession or control at the expiry or termination of this Agreement unless otherwise agreed between the parties, and complying with all applicable data protection laws. In the event of any unauthorized, unlawful, and/or unintended processing, access, disclosure, exposure, alteration, loss, and destruction of Personal Data, the breaching Party will immediately notify the other Party and cooperate with that Party's reasonable requests to investigate and remediate such incident and provide appropriate response and redress. "Personal Data" as used in this Clause means any information that can be used directly or indirectly, alone or in combination with other information, to identify an individual.

### List of Goods

Price Calculation Formula:

1 Diesel (0.001% sulphur)

Pricing based on whole current month average MOPS diesel 0.001% sulphur plus premium of SGD\$ per barrel for diesel.

2. Petrol (minimum 95 octane)

Pricing based on whole current month average MOPS 95 octane plus premium of SGD \$\_\_\_\_per barrel plus government duty.

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Note:

\_\* MOPS shall mean "Mean of Platts (Singapore)"

In the event that publication of Platt's Oilgram price service should cease, be suspended or amended or otherwise not be available for the relevant period for computation of MOPS [Mean of Platt's (Singapore)], alternative price indices acceptable to both the Seller and Buyer shall be used in substitution thereof. Both parties shall enter into negotiations in good faith to come to an agreement for a change in the price formula. In the event that the parties are unable to arrive at a negotiation as aforesaid within ninety (90) days from the date of the parties' first negotiation, then either party shall have the right to terminate this Agreement by giving no less than thirty (30) days written notice to the other. Until such time the termination is effected, Buyer shall pay the Seller based on the final available MOPS price.

## **Supply Obligations**

### **1. Removal of Properties**

1.1 The Seller shall not, and shall ensure that the Seller's officers, employees, servants, agents and permitted sub-contractors shall not, remove any property, including discarded or unused items, from the Buyer's premises or any Delivery Location without written authorization from the Buyer.

1.2 The Seller 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 Buyer in full against all liability resulting from such removal.

## Services

### 1. Services

1.1 In addition to the supply of Goods, the Parties agree that the Seller shall provide the following services (collectively referred to as "Agreed Services") to the Buyer in accordance with the Standards:

(a) Supply fuel to the various locations as set out below:

S/No.	Location	Type of Fuel	Capacity of Fuel Storage Tank (litres)	Number of Fuel Storage Tanks
1.	SATS Inflight Catering Centre 1 20 Airport Boulevard, Singapore 819659	Petrol	4,500	1
2.	SATS Inflight Catering Centre 1 (ICCI Station) 20 Airport Boulevard, Singapore 819659	Diesel	8,000	1
3.	SATS Inflight Catering Centre 1 (OCCI Station) 20 Airport Boulevard, Singapore 819659	Diesel	12,000	2
4.	SATS Inflight Catering Centre 1 (ICCI Boiler) 20 Airport Boulevard, Singapore 819659	Diesel	20,000	1
5.	SATS Inflight Catering Centre 2 (ICC2 Boiler) 30 Changi North Crescent 499612	Diesel	20,000	1
6.	SATS Maintenance Centre 34 Changi North Crescent, Singapore 499614	Diesel	20,000	3
7.	SATS Maintenance Centre 34 Changi North Crescent, Singapore 499614	Diesel	10,000	2
8. (optional)	SATS Food Services Pte. Ltd 234 Pandan Loop, Singapore 128422	Diesel	10,000	1

9.	SATS Food Services Pte. Ltd 210 Pandan Loop, Singapore 128402	Diesel	18,000	1
10.	Primary Industries Pte. Ltd 2 Buroh Lane, Singapore 618492	Diesel	12,000	1
11.	SATS Aero Laundry Pte Ltd 16 Loyang Crescent, Singapore 509011	Diesel	20,000	1

- b) Check the quality of fuel in the fuel storage tanks at the locations set out below in the event that the Buyer, in its sole discretion, determines that the fuel is contaminated:



## **Representation and Warranties**

3.1 The Seller undertakes, represents and warrants that:

- (a) the Seller 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 Agreed Services in accordance with the Standards;
- (b) each of the Seller's personnel is competent, properly qualified and possesses the relevant experience;
- (c) all Agreed Services provided under this Agreement shall at all times be performed in accordance with the Standards and to the satisfaction of the Buyer, and shall be free from any defect, deficiency or flaw or any other failure or fault;
- (d) the Seller, the Seller's personnel and any other person responsible for providing and performing the Agreed Services will at all times duly comply with all laws, regulations and directives applicable to it, and shall ensure that the Agreed Services are provided and performed in a manner which does not infringe any applicable law or regulation;
- (e) the Seller possesses all necessary and applicable licences, permits and adequate insurance coverage as required by the Buyer, and will obtain the same at no cost to the Buyer;
- (f) the Seller shall conform in every respect with such safety and security rules and regulations as the Buyer may prescribe in connection with entering onto or remaining at the Buyer's premises.

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

Signed by: **SUPPLIER**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

for and on behalf of

in the presence of:

Witness's Name: \_\_\_\_\_

Designation: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company's Stamp

\_\_\_\_\_  
Witness's Signature

Signed by: **BUYER**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

for and on behalf of

**SATS PTE LTD**

in the presence of:

Witness's Name: \_\_\_\_\_

Designation: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company's Stamp

\_\_\_\_\_  
Witness's Signature