

Conditions for SALE and removal of designated Items & Used Equipment

Terms and Conditions for Sale and Collection of Used Equipment and Other Items

1. Definitions

1.1 The terms and expressions hereinafter set out shall have the following meanings, unless the context otherwise requires:

1.1.1 **"Acceptance Letter"** means the Seller's award letter to the Buyer accepting the Buyer's offer to purchase the Equipment pursuant to the Offer.

1.1.2 **"Agreement"** means the agreement that is automatically formed upon the Buyer's issuance of the Acceptance Letter in response to the Seller's Offer, such agreement of which incorporates the terms and conditions as set out herein and the Invitation Letter and incorporating all amendments thereto, if any, effected by mutual agreement in writing of the Parties.

1.1.3 **"Buyer"** means the party that has issued the Offer to the Seller in response to the Seller's Invitation Letter.

1.1.4 **"Collection Date"** means such date as determined by the Seller and informed to the Buyer or such other date as the Parties may agree in writing for the Buyer to take delivery of the Used Equipment pursuant to Clause 3.1.

1.1.5 **"Collection Location"** means such location as specified in the Seller's Invitation Letter and/or Acceptance Letter, or such other location as the Seller may notify the Buyer in writing.

1.1.6 **"Force Majeure"** means any event the occurrence of which is beyond the control of the Seller, including but not limited to war, invasion, rebellion, revolution, insurrection or civil war; act of Government in its sovereign capacity; earthquakes, fire, lightning, storms, floods, unusually severe or extreme weather conditions or any other occurrence caused by the operation of the forces of nature; interruption or curtailment in the provision of electricity, water, gas and/or any other utilities and/or in any IT system; strikes, lockouts, boycotts or labour disputes; and terrorism, sabotage or arson.

1.1.7 **"Invitation Letter"** means the Seller's letter to the Buyer inviting the Seller to submit an offer in the form of quotation to purchase the Used Equipment subject to the terms and conditions herein.

1.1.8 **"Offer"** means the Buyer's written offer to the Seller quoting the price for the purchase of the Used Equipment subject to the terms and conditions herein and the terms and conditions set out in the Invitation Letter.

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

1.1.10 **"Price"** in relation to each Used Equipment, means the price for such Used Equipment as stated in the Buyer's Offer.

1.1.11 **"Seller"** means the relevant SATS Group entity that has received the Offer from the Buyer in response to the Invitation Letter issued by such entity, and thereafter issued an Acceptance Letter to the Buyer.

1.1.12 **"\$"** means the lawful currency of the Republic of Singapore.

1.1.13 **"Used Equipment"** means the used equipment and other items described in the Buyer's Offer.

2. Sale and Purchase of the Used Equipment

2.1 Subject to the terms and conditions of this Agreement, the Seller shall sell, and the Buyer shall purchase, the Used Equipment on the Collection Date.

2.2 The Buyer acknowledges and agrees that:

2.2.1 unless otherwise agreed by the Seller in writing, the Buyer shall purchase all of the Used Equipment as set out in the Offer; and

Conditions for SALE and removal of designated Items & Used Equipment

- 2.2.2** the sale and collection of all Used Equipment under this Agreement is on an "as is, where is" basis, and the Seller makes no representations or warranties whatsoever in relation to the Used Equipment, other than that the Seller is able to pass to the Buyer clean title to the Used Equipment in accordance with this Agreement.
- 2.3** Save as expressly stated otherwise in Clause 2.2.2, any and all conditions, terms, representations, undertakings and/or warranties howsoever arising whether as to the quality of the Used Equipment or their fitness for any purpose or otherwise are expressly excluded. The Buyer shall be solely responsible for inspecting any and all of the Used Equipment, and satisfying itself as to the nature, quantities and condition thereof, and shall do so on taking delivery of the Used Equipment at the Collection Location for such Used Equipment.
- 2.4** The Buyer undertakes, represents and warrants that:
- 2.4.1** the Buyer possesses all requisite permits, regulatory approvals and certifications, including a minimum BizSafe Level 3 certification or its equivalent; and
- 2.4.2** where any of the Used Equipment comprises of used ground support equipment and vehicles, the Buyer shall deregister such Used Equipment with the Land Transport Authority and if required seek all approvals, consents from all the relevant governmental or regulatory authorities for the deregistration of relevant Used Equipment by such date as determined by the Seller or within ten [10] days from the Collection Date whichever is earlier.
- 3. Collection of Used Equipment**
- 3.1** Unless otherwise agreed by the Seller, the Buyer shall at its own costs and expense make all arrangements necessary to take delivery of the Used Equipment from the Collection Location for such Used Equipment on the Collection Date, including but not limited to providing its own tools, lifting equipment, forklifts and transport. Further, the Buyer represents and warrants that it possesses all necessary and applicable licences, permits and adequate insurance coverage required to take delivery of the Used Equipment.
- 3.2** If the Buyer fails or is not entitled to take delivery of any of the Used Equipment from its Collection Location on the Collection Date, the Seller may, without limiting any other right or remedy available to the Seller under this Agreement or at law:
- 3.2.1** store such Used Equipment until such time that the Buyer takes delivery thereof, and charge the Buyer a storage fee in such amount and at such rate as the Seller may determine; and/or
- 3.2.2** sell, deal with or otherwise dispose of any or all of such Used Equipment which remains in the Seller's possession after the Collection Date thereof, on such terms and conditions as the Seller in its sole discretion deems fit without notice to the Buyer, in which case:
- (i) in the event that the Buyer has not paid for such Used Equipment, the Seller shall be entitled to retain the full amount of the proceeds of such sale, dealing or disposal;
- (ii) the Buyer shall promptly reimburse and pay the Seller all costs, expenses and other losses suffered or incurred by the Seller in relation to or arising from such sale, dealing or disposal (including where the Buyer has not paid for such Used Equipment, the amount by which the Price for such Used Equipment exceeds the proceeds of such sale, dealing or disposal received by the Seller for such Used Equipment); and
- (iii) without limiting the generality of Clause **Error! Reference source not found.**, the Seller may deduct from or set-off against the proceeds of any sale, dealing or disposal of such Used Equipment, any amount due to the Seller from the Buyer in connection with this Agreement, whether as costs, expenses, damages or otherwise.
- 3.3** The Buyer shall:

Conditions for SALE and removal of designated Items & Used Equipment

- 3.3.1** if so requested by the Seller, provide the Seller with the particulars, including the name, address, nationality, passport number and work permit number, of the Buyer's personnel who will enter onto any Collection Location;
- 3.3.2** allow the Seller or its agents to inspect at any time any vehicle, plant, machinery, equipment, materials, belongings and effects sought to be brought onto any Collection Location;
- 3.3.3** clear away and remove from the Collection Location(s) all materials, debris, rubbish, waste materials of every kind arising out of the Buyer's activities on the Collection Location; and
- 3.3.4** remain at the Collection Location(s) only for so long as is reasonably necessary to collect the Used Equipment and to fulfil its obligations under Clause 3.3.3.

4. Conduct While On Seller's Premises

- 4.1** Without prejudice to any of the provisions in Clause 3.3, when entering on or remaining at any Collection Location for any purpose as contemplated under this Agreement, the Buyer shall ensure that each of its officers, employees, servants, agents and permitted subcontractors shall at all times while at the Collection Location conform in every respect with such instructions, requirements, rules and regulations as the Seller may prescribe pertaining to the entry by and presence and conduct of such personnel while at the Collection Location. The Buyer shall use due care to avoid or minimise damage in relation to any person or property and make every effort to cause as little disturbance and inconvenience as possible to the Seller, its officers, directors, shareholders, agents and employees, or any occupier of such Collection Location.
- 4.2** The Buyer shall not, and shall ensure that its officers, employees, servants, agents and permitted subcontractors shall not, remove any property (other than the Used Equipment and save as otherwise provided in Clause 3.3.3) from the Collection Location without written authorisation from the Seller. The Buyer 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 Seller in full against all liability resulting from such removal.
- 4.3** The Seller may deny any person entry to any Collection Location 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 Seller.
- 4.4** The Seller shall not be liable for any inconvenience, loss, damage, cost or expense arising from the Seller's refusal to permit or delay in permitting entry to any person onto any Collection Location or expulsion of any person therefrom pursuant to Clause 4.3. Any such refusal, delay or expulsion shall not in any way affect or relieve the Buyer from the Buyer's obligations under this Agreement.

5. Title and Risk

- 5.1** Title to the Used Equipment shall pass to the Buyer upon taking delivery of the Used Equipment or payment to the Seller of the total of the Prices therefor, whichever shall occur later. Risk in the Used Equipment shall pass to the Buyer on the Collection Date thereof.

6. Time is of the Essence

- 6.1** Time shall be of the essence of 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.

7. Prices for Used Equipment (where applicable)

- 7.1** The Buyer shall pay the Seller the total of the Prices for the Used Equipment at least five (5) working days before the Collection Date of such Used Equipment.
- 7.2** The Prices under this Agreement are denominated in Singapore Dollars, and are exclusive of any goods and services tax which may be imposed by any government body or authority against the Buyer or the Seller in connection with the

Conditions for SALE and removal of designated Items & Used Equipment

sale of the Used Equipment. The Buyer shall bear and pay all charges, fees or taxes imposed or levied in respect of the sale of the Used Equipment.

7.3 The Buyer shall pay the Seller interest on any and all sums due or payable to the Seller under this Agreement at the rate per annum equal to twelve per cent. (12%) calculated from the date when such sum becomes due and payable and compounded monthly at the beginning of each calendar month until full payment thereof is made to the Seller by the Buyer.

7.4 Without prejudice to its other rights under this Agreement or at law, in the event that the Buyer fails to make payment in accordance with Clause 7.1, the Seller may at its discretion:

7.4.1 decline to deliver the Used Equipment to the Buyer on the Collection Date thereof; and/or

7.4.2 claim the Price(s) of the Used Equipment from the Buyer notwithstanding that title thereto had not yet passed to the Buyer.

7.5 Save as may be expressly provided in this Agreement, all payments to the Seller under this Agreement shall be made free of any deductions in respect of taxes imposed by law and any rights of set-off by the Buyer.

8. Force Majeure

8.1 If the Seller is by reason of Force Majeure rendered unable wholly or in part to perform its obligations under this Agreement, it shall be released from its obligations hereunder to the extent to which it is affected by the circumstances of Force Majeure and for the period during which those circumstances exist and shall provide notice in writing of such Force Majeure to the Buyer promptly after the occurrence of the cause relied on, Provided that nothing in this Clause shall relieve either Party from any obligations to make any payment required to be made hereunder to the other Party.

9. Liability and Indemnity

9.1 The Seller shall have no responsibility (whether to the Buyer 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 Buyer as a result of, or in connection with, any claim brought against the Buyer by any third party, howsoever arising (whether in contract, tort or otherwise) and even if the Seller had been advised of the possibility or likelihood of the same.

9.2 Without prejudice to the generality of the foregoing, and notwithstanding anything the contrary herein, the aggregate liability of the Seller arising out of or in connection with the sale of the Used Equipment shall not in any event amount equivalent to the total of the Prices for the Used Equipment.

9.3 The Buyer shall indemnify the Seller against all claims, liabilities, expenses, costs, loss or damage of whatever nature (including legal costs on a full indemnity basis incurred by the Seller) brought against, suffered or incurred by the Seller arising out of or in connection with this Agreement.

10. Termination

10.1 Notwithstanding anything to the contrary contained herein, the Seller may at its sole discretion terminate this Agreement immediately with respect to any or all of the Used Equipment at any time before the Collection Date by giving written notice to the Buyer if:

10.1.1 the Buyer commits any breach of any term of this Agreement;

10.1.2 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 Buyer;

10.1.3 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order;

Conditions for SALE and removal of designated Items & Used Equipment

- 10.1.4** an order of court is made to wind up the Buyer or to place it under judicial management or a resolution is passed by the members of the Buyer for its winding up or liquidation;
- 10.1.5** any distress or execution is levied or enforced in relation to any of the assets of the Buyer; or
- 10.1.6** the Buyer ceases, or threatens to cease, to carry on business or becomes insolvent or admits in writing its inability to pay its debts when due.
- 10.2** Nothing in this Agreement shall prejudice the rights and obligations which have accrued prior to the termination of this Agreement. Further, the termination of this Agreement shall not affect the continuing rights and obligations of the Seller 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.
- 10.3** The right of termination conferred by this Clause 10 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.
- 11. Assignment**
- 11.1** 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 Seller may assign its rights and benefits under the terms of this Agreement to any of its related corporations and in the event of such assignment, the duties and obligations of the Seller under this Agreement may be performed by its assignee in lieu of the Seller. Further, notwithstanding any consent given by the Seller for any assignment, delegation or transfer of the Buyer's rights or benefits and/or obligations under the terms of this Agreement, the Buyer shall remain solely responsible to the Seller for observing and complying with and the due performance of all the duties, obligations, undertakings, warranties and covenants of the Buyer set out in this Agreement.
- 12. Confidentiality**
- 12.1** The Buyer shall keep secret and will not disclose to any third party (except permitted assignees accepting a like obligation of secrecy, and then only to the extent necessary for the performance of this Agreement) all information given by the Seller in connection with this Agreement, or which becomes known to the Buyer through its performance of its obligations under this Agreement. The Buyer will not mention the Seller's name in connection with this Agreement or disclose the existence of this Agreement in any publicity material or other similar communication to third parties without the Seller's prior consent in writing.
- 13. Notices**
- 13.1** All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and may be delivered personally or sent by prepaid registered post with recorded delivery, addressed to the intended recipient thereof at its registered office address (or to such other address as a Party may from time to time duly notify the other in writing). Any 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) two (2) working days after posting, and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed as a prepaid registered delivery letter.
- 14. General**
- 14.1** 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.
- 14.2** No variation, amendment or rescission of this Agreement shall bind either Party unless made in writing and signed by both Parties.
- 14.3** 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

Conditions for SALE and removal of designated Items & Used Equipment

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.

- 14.4** 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.
- 14.5** 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.
- 14.6** This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Parties submit to the non-exclusive jurisdiction of the courts of Singapore.
- 14.7** The Buyer shall in its collection, processing, disclosure or other use of Personal Data (as defined under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("PDPA")), for any purpose arising out of or in connection with this Agreement, adhere to the requirements of the PDPA.
- 14.8** 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.