

**AGREEMENT FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND
COMMISSIONING OF THE MATERIAL HANDLING SYSTEM AT KKIA IN
RIYADH, KINGDOM OF SAUDI ARABIA**

**SATS Saudi Arabia
("Company")**

AND

("Contractor")

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AGREEMENT FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF MATERIAL HANDLING SYSTEM AT KIA IN RIYADH, KINGDOM OF SAUDI ARABIA

THIS AGREEMENT is made on _____ 2020 between

1. **SATS Saudi Arabia Company** (Co. Registration No. 2050110187), a company incorporated in the Kingdom of Saudi Arabia and having its registered office at P.O Box, 86 Dammam, Saudi Arabia 31952 (hereinafter referred to as “**Company**” or “**SATS Saudi Arabia**”); and
2. _____ (Co. Registration No. _____), a company incorporated in _____ and having its registered office at _____, _____ (hereinafter referred to “**Contractor**”).

Collectively, the “Parties” and individually, a “Party”.

WHEREAS

The Company hereby appoints the Contractor and the Contractor hereby accepts the appointment to carry out the Works (as hereinafter defined) at the Site (as hereinafter defined) in accordance with the Specifications (as hereinafter defined) at the Contract Price (as hereinafter defined).

NOW IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, unless the context otherwise requires:

Agreement means the main body of this Agreement and any and all Schedules, Annexes and Appendices annexed hereto and incorporating all amendments thereto, if any, effected by mutual agreement in writing.

Change Request has the meaning ascribed in **Clause 14**.

Commencement Date means [please insert date] or such other date as mutually agreed by the Parties in writing.

Conditional Acceptance means conditional acceptance by the Company of the Works in accordance with **Clause 9.10** of this Agreement

Conditional Acceptance Certificate means the certificate issued by the Company signifying the Company’s Conditional Acceptance of the Works in accordance with **Clause 9.10** and in the form set out in **Annex J**.

Conditional Acceptance Date means the date of Conditional Acceptance of the Works by the Company.

Confidential Information has the meaning ascribed in **Clause 15.1**.

Contract Price means the agreed fixed price referred to in **Clause 10** and Annex **C** for the Works.

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Documentation means the documents set out in **Annex E** which shall include all manuals, user instructions, specifications, drawings and other documentation for the Works to be prepared by the Contractor subject to written acceptance by the Company.

Final Acceptance means final acceptance by the Company of the Works in accordance with **Clause 9.8** of this Agreement.

Final Acceptance Date means the date of Final Acceptance of the Works by the Company.

Final Acceptance Certificate means the certificate issued by the Company signifying the Company's Final Acceptance of the Works in accordance with **Clause 9.8** and in the form set out in **Annex K**.

Final Acceptance Tests means the testing of the Works to determine that the Works comply with the (a) Specifications, (b) Documentation, (c) the Final Acceptance test procedure and criteria set out in **Annex D** and (d) the requirements of this Agreement and are ready for operational use.

VAT means tax on the supply of goods and services sold or rendered in KSA by a VAT-registered entity or person in the course or furtherance of any business carried out by him and on the importation of goods into KSA.

Intellectual Property Rights includes in Singapore and throughout the world and for the duration of the rights (a) any patents, utility models, copyrights, registered or unregistered trade marks or service marks, trade names, brand names, layout-design rights, registered designs and commercial names and designations; (b) any invention, discovery, trade secret, know-how, or confidential, business, scientific, technical or product information; (c) any other rights resulting from intellectual activity in the commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; and (d) any letters patent, deed of grant, certificate or document of title for any thing referred to in paragraphs (a), (b) or (c) of this definition.

KSA means Kingdom of Saudi Arabia

Latent Defects means any defects in the Works or any part of thereof which could not reasonably have been detected or discovered prior to the expiry of the Warranty Period.

Payment Schedule means the schedule of payments of the Contract Price set out in **Annex C**.

Personnel shall mean any officer, employee, servant, agent or permitted subcontractor of the Contractor assigned by the Contractor at any time to perform or provide the Services or any part thereof.

Project Schedule means the detailed work plan and timetable for the completion of the Works set out in **Annex B**.

Site means KKIA Riyadh or such other the location as identified by the Company in writing for the supply and performance of the Works.

Specifications means the specifications of the Works set out in **Annex A**.

Targeted Completion Date means the date specified in the Project Schedule for the satisfactory completion of all the Works.

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Taxes means taxes, levies, imposts, charges and duties (including stamp duty and transactional duties) together with any related interest, penalties, fines and expenses in connection with them except if imposed on the overall income of a Party.

Warranty Period has the meaning ascribed to it in **Clause 17**.

Works means any and all activities undertaken by the Contractor to complete the scope of the works set out in Clause 2 below in accordance with the Specifications, and the provisions of this Agreement and shall include but not be limited to the aggregate of provision of all supervision, other work, labour, operations, services, transport, materials, equipment, and other matters of any nature whatsoever necessary for the supply and completion of the Works and the performance of all other obligations of the Contractor hereunder.

- 1.2 Words denoting persons shall include corporations, companies, firms or other bodies as the case may be; words denoting the masculine gender shall include the feminine gender and neuter genders and vice versa; and singular shall include plural and vice versa.
- 1.3 References to this Agreement include the annexes hereto which shall form an integral part of this Agreement and be interpreted accordingly.
- 1.4 Headings are inserted for the ease of reference only and shall not affect the construction thereof.
- 1.5 Unless otherwise specifically provided, all references in this Agreement to dollar amounts shall be in SAR.
- 1.6 References in this Agreement to 'working days' shall exclude Friday, Saturdays and all gazetted public holidays in KSA.
- 1.7 References in this Agreement to "Affiliates" or expressions of similar meaning and effect shall extend to SATS Ltd . and such entities which SATS Ltd, the holding company of the Company, controls, directly or indirectly. For the purposes of this Agreement, the "expression" control in the relevant context shall mean either (a) control of at least 20% of the issued share capital of an entity; (b) control of at least 20% of the voting rights attached to the shares of the issued share capital of an entity, (c) control of the composition of the board of directors of an entity, or (d) undertaking or control of the management and/or operation of the business of an entity.
- 1.8 References in this Agreement to the premises of the Company or premises belonging to or occupied by the Company or expressions of similar meaning and effect shall extend to such premises of or premises belonging to or occupied by any of its subsidiaries, holding company, related companies, associated companies and affiliated companies.
- 1.9 Reference to law means common law, principles of equity and laws made by parliament (and laws made by parliament include laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).
- 1.10 The words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 1.12 This Agreement comprises of:
 - a) The main body of this Agreement;
 - b) Annex A: Specifications
 - c) Annex B: Project Schedule

- d) Annex C: Contract Price, Price summary and Payment Schedule
- e) Annex D: Acceptance Test Procedure and Criteria
- f) Annex E: Documentation
- g) Annex F: Maintenance and Support Requirements
- h) Annex G: Project Manpower
- i) Annex H: Change Request
- j) Annex I: Work Safety and Health ("WSH") Rules and Regulations
- k) Annex J: Conditional Acceptance Certificate
- l) Annex K: Final Acceptance Certificate
- m) Annex L: Contractor Reports

If there is any discrepancy between the following documents, priority between them shall be as follows:-

- i) between the terms of this Agreement (including the Contract Price and the Acceptance but excluding the Specifications) and the terms of the Specifications or the Documentation, the terms of this Agreement shall prevail; and
- ii) between the terms of this Agreement and the Annexes, the terms of this Agreement shall prevail; and
- iii) between the Documentation and the Specifications, the Specifications shall prevail.

2. SCOPE OF AGREEMENT AND OBLIGATIONS

- 2.1 The Contractor shall supply, perform and complete the Works in accordance with and subject to the terms of this Agreement.
- 2.2 In particular, but without limiting the generality of **Clause 2.1**, the Contractor shall at its own cost and expense:
 - 2.2.1 Supply and perform the Works:
 - a) in accordance with the Specifications;
 - b) in accordance with the Project Schedule;
 - c) in accordance with the best industry practice;
 - d) diligently, efficiently, in a timely manner with reasonable care and skill to be expected of a reputable supplier, vendor and contractor experienced in the type of work to be carried out under this Agreement;
 - 2.2.2 conduct the Final Acceptance Tests and all other acceptance tests pursuant to this Agreement;
 - 2.2.3 prepare the Documentation in accordance with **Clause 4 (Documentation)**;
 - 2.2.4 use appropriately qualified and skilled Personnel to supply and perform the Works. The Contractor shall use the Personnel identified in **Annex G** or such Personnel as shall have been approved by the Company (in its sole discretion) to perform its obligations under this Agreement and shall not, without the prior written consent of the Company, change the Personnel allocated. The Company may at its sole discretion require the Contractor to substitute any of its Personnel that has been allocated for the supply and performance of the Works under this Agreement;

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- 2.2.5 adhere to the Company's administrative procedures applicable to the Contractor and the Company's reasonable instructions and guides issued from time to time in relation to this Agreement made available to the Contractor and which may be revised by the Company from time to time;
 - 2.2.6 conform with any and all laws, statutory orders, regulations and standards applicable to the supply and performance of the Works and apply for, secure, obtain and maintain all necessary licenses or permits required for the supply and performance of the Works;
 - 2.2.7 ensure the Contractor's Personnel and authorised representative attend progress meetings as required by the Company, and prepare and deliver a progress report in writing to the Company in time for discussion at the next progress meeting. For the avoidance of doubt, this report will include a report on the progress of the Works and such other matters as the Company may require;
 - 2.2.8 supply and perform the Works in a safe and secure manner, with active regard to safety and in accordance with all applicable work safety, health, fire and security regulations imposed by law, by the Company or its authorised representative. Without prejudice to the generality of the foregoing, the Contractor shall comply with the Work, Safety and Health Rules and Regulations set out in **Annex I**;
 - 2.2.9 provide spares and parts acceptable to the Company in accordance with **Annex A**;
 - 2.2.10 cooperate fully with the Company and the Company's project manager (if any) and/or its authorised representative and if so requested by the Company, with other vendors or service providers of the Company, and in good faith assist in, participate and contribute to discussions or matters raised by the Company with a view to determining and implementing a reasonably practical solution to issues arising in relation to the supply and performance of Works;
 - 2.2.11 safeguard the quality of the Works and agree that long design life, easy maintenance and operability are paramount criteria;
 - 2.2.12 ensure that it will resolve any problems and issues arising from the supply and performance of the Works and this will be duly resolved without prejudice to the Contractor's obligations to supply and perform the Works with no additional costs to the Company;
 - 2.2.13 provide training and instruction (including training materials) to the Company's technical support staff on operational and technical maintenance of the Works in accordance with **Annex F** and upon request by the Company; and
 - 2.2.14 if applicable, 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 Works, 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;
- all in accordance with the provisions of this Agreement.
- 2.3 The Contractor represents, warrants and undertakes:
- 2.3.1 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 Works;

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- 2.3.2 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;
 - 2.3.3 the Contractor possesses and shall continue to possess at all times during this Agreement all expertise, resources, knowledge and skills required for the due and proper provision of the Works in accordance with the Specifications;
 - 2.3.4 each of its Personnel is competent, properly qualified and possesses the relevant experience;
 - 2.3.5 all Works provided under this Agreement shall at all times be performed in accordance with the Specifications and to the satisfaction of the Company, and shall be free from any defect, deficiency or flaw or any other failure or fault;
 - 2.3.6 the Contractor, its Personnel and any other person responsible for providing and performing the Works will at all times duly comply with all laws, regulations and directives applicable to it, and shall ensure that the Works are provided and performed in a manner which does not infringe any applicable law or regulation;
 - 2.3.7 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;
 - 2.3.8 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 Site;
 - 2.3.9 its title to and property in the Documentation is free and unencumbered and it owns or has all necessary rights to grant the rights contemplated hereunder including all Intellectual Property Rights in the Documentation;
 - 2.3.10 the supply and performance of the Works and all items supplied by the Contractor to the Company under this Agreement do not alone or in any combination infringe any Intellectual Property Rights, and it is not aware of any claims of the Intellectual Property Rights in the Works that would be inconsistent with the performance of its obligations under this Agreement;
 - 2.3.11 that (i) the training or instruction of the Company's technical support staff and users and (ii) the Documentation and all training and operational manuals shall be complete, accurate and adequate to enable the Company to make full and proper use of and to maintain the Works in conjunction with the Documentation and training and operational manuals without reference to any person or document;
 - 2.3.12 to provide prompt receipt, analysis and resolution of any technical problems notified by the Company to the Contractor and in any event not less than 8 hours from the time of the Company's notification; and
 - 2.3.13 to provide, without additional charge to the Company any upgrades (including without limitation any software upgrades) as may be necessary to ensure the proper functioning and maintenance of the Works to meet the objectives set out in the Specifications and the Documentation.
- 2.4 The undertakings, representations and warranties in this Clause 2 shall be separate and independent and shall not be limited by reference to any other sub-clause or by anything in this Agreement.

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- 2.5 The Company may audit, at its sole cost, the Contractor's authorised representatives and/or licensors at any time during normal office hours on premises where the Works are being assembled or manufactured and/or performed.
- 2.6 Where the Contractor and its subcontractors (if any) and its authorised Personnel has been granted access to the Site or any other premises of the Company in connection with the Contractor's performance of its obligations under this Agreement, the Contractor will comply and will ensure that its employees, subcontractors (if any) and other authorised Personnel comply, with the Company's site or office regulations (including its working arrangements with other vendors or contractors) and other instructions whilst at the Site or any other premises of the Company.
- 2.7 The Works are subject to Final Acceptance by the Company.
- 2.8 The review, comments, requirements, instructions, directions or approvals (collectively referred to in this **Clause 2.8** as "Company's directions") made or given by the Company pursuant to this Agreement shall not relieve the Contractor of any of its responsibilities and obligations under this Agreement to fully complete the Works. The Company's authorised representative shall be [insert name and designation], the only person authorised by the Company to make or provide the Company's directions on behalf of the Company and only those Company's directions that are in writing and issued by the Company's authorised representative shall be valid. Any Company's directions made or provided by any other person including, without limitation, any employee, servant, agent, representative (other than the aforesaid authorised representative) or contractor of the Company shall not be treated as authorised by the Company and shall not be valid or binding on the Company unless supported or verified by the Company's authorized representative.
- 2.9 If the Contractor discovers that any requirement or provision of this Agreement may conflict with any other requirement or provision, it is the Contractor's responsibility to give Company written notice of such alleged conflict for determination by the Company. If the Contractor proceeds without notification to Company for resolution of such conflict, then all costs incurred in correcting Contractor's interpretation shall be borne by the Contractor.
- 2.10 The Contractor shall provide the Company with a list of spare parts/components required for monthly, half-yearly and yearly preventive maintenance, and a recommended spare parts/components list. The Contractor shall hold stock in the Site of the items and units of spare parts/components as approved by the Company to a total value of not less than ten percent (10%) of the amount awarded, for the duration of the Warranty Period.
- 2.11 Notwithstanding Clause 2.10, the Contractor guarantees that the spare parts/components necessary for the efficient working of the Works and the supply and performance of the Works shall be readily available at all times for fifteen (15) years from the date of issue of the Final Acceptances Certificate. The Contractor guarantees that it will deliver or procure the delivery of the said spare parts/components to the Company within fourteen (14) days from the date of the Company's purchase order, failing which (time being of the essence), the Contractor shall pay the Company liquidated damages at the rate of 0.05% of the Contract Price per day following such delay subject to a maximum of ten percent (10%) of the Contract Price.
- 3. RESPONSIBILITIES FOR DESIGN AND ENGINEERING**
- 3.1 The Contractor shall undertake the supply and performance of the Works using methods consistent with best industry practices. The Company or any person authorised by the Company shall have the right to inspect and review all engineering data, designs,

drawings and models during their development and the Contractor shall as and when so instructed by the Company provide such data to, and liaise and cooperate with, other sub-contractors as may be reasonably necessary to coordinate, supply, deliver, install, test and commission and perform the Works. Any significant change to the specifications of the materials or equipment to be used in the supply and performance of the Works following such modification, design and engineering shall require the approval of the Company.

- 3.2 Without prejudice to any other provisions in this Agreement, the Contractor shall be fully responsible for the supply and performance of the Works and that the Works are fully functional and in compliance in all respects with the Specifications, including any performance specifications or requirements.

4. DOCUMENTATION

- 4.1 Upon the execution of this Agreement, the Contractor shall prepare the Documentation based on the Specifications and the Company's requirement.

- 4.2 The Contractor shall complete the preparation of the Documentation in accordance with the Project Schedule.

- 4.3 Forthwith upon completion of the Documentation, the Contractor shall submit the same for approval by the Company.

- 4.4 The Company shall, within **fourteen (14) working days** of receipt of the aforesaid Documentation, serve written notice upon the Contractor either to approve or reject the aforesaid Documentation with such review, comments and/or requests for amendment as the Company shall give.

- 4.5 The Contractor shall take account of all review, comments and/or requests for amendment received from the Company pursuant to **Clause 4.4** and shall incorporate the same in a revised version of the Documentation to be prepared and delivered to the Company within **five (5) days** from the date of the said review, comment and/or request for amendment.

- 4.6 The process described in **Clauses 4.4** and **4.5** shall be repeated until such time as the Company has approved the Documentation.

4.6.1 The Documentation shall be prepared by the Contractor based on and in accordance with the Specifications and the Company's requirement. The process described in **Clauses 4.3, 4.4** and **4.5** shall apply *mutatis mutandis* to the preparation of the other Documentation.

4.6.2 The review, comments and/or requests for amendment made by the Company of the draft Documentation shall not relieve the Contractor of any of its responsibilities under this Agreement to supply and perform the Works. The Contractor shall be responsible for all additional costs and expenses resulting from:

- a) any deficiency or shortcoming in the Works;
- b) for any further re-design, modification, re-engineering, supply, installation, testing, commissioning or re-work undertaken for purposes of compliance with this Agreement or as a result of conflict or incompatibility during the supply and performance of the Works; or
- c) any rectification or making good of or any modification of the entire or any part of the Works as a result of the incompatible or erroneous design,

modification, engineering, manufacture, supply, installation, testing and commissioning of the Works.

5. EMPLOYMENT OF FOREIGN WORKERS

- 5.1 The Contractor will not employ any illegal foreign workers or Personnel in the supply and the performance of the Works. If any illegal foreign worker or Personnel is employed by the Contractor, the Company may take such measures, including without limitation the termination of this Agreement, withholding of payments due to the Contractor, forfeiture of the security deposit and/or debarment of the Contractor from future tenders/quotations of the Company or its subsidiaries, holding company, related companies, associated companies or affiliated companies, as the Company may deem appropriate in the circumstances.
- 5.2 The Company may conduct random on-site checks on the Contractor's Personnel at the Contractor's premises to verify that the Contractor has complied with this **Clause 5**, and the Contractor will permit the Company to enter its premises for this purpose and cooperate with and render all reasonable assistance to the Company, at the Contractor's costs, in connection with such verification. Notwithstanding the foregoing and any actual checks done by the Company, the Contractor will continue to be fully liable to the Company and its subsidiaries, holding company, related companies, associated companies and affiliated companies for any lack of compliance with this **Clause 5**.
- 5.3 The Contractor will at least **ten (10) days** from the date of this Agreement and before the Commencement Date, provide the Company with a list of the names and particulars (including address, nationality, passport number and work permit number) of all the Personnel of the Contractor who will be engaged in the supply and performance of the Works, including without limitation in connection with the performance and discharge of the Contractor's obligations under this Agreement. The Contractor will submit an updated and duly-certified information sheet on its Personnel (such information to be given to the Company in whatever means or form as required by the Company), including a copy of each of the following items, to the Company weekly for its inspection and record:
- (a) Personal particulars (including name, address, nationality, passport number and work permit number) of its Personnel involved in the supply and performance of the Works or any part thereof pursuant to this Agreement;
 - (b) The work permits of new Personnel;
 - (c) Personal particulars (including name, identity card, passport and/or foreign identification numbers, and nationality) of all its Personnel currently or previously (as appropriate) employed by the Contractor to supply and perform the Works or any part thereof at the Site or any other premises of the Company and:
 - (i) are no longer in the Contractor's employ;
 - (ii) are no longer working at the Site or any other premises of the Company;
 - (iii) have tendered their resignation to the Contractor or whose employment has been terminated by the Contractor; or
 - (iv) have been absent without official leave from the Contractor.

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

6. PILFERAGE

- 6.1 The Contractor will be responsible for ensuring that its Personnel do not, without prior express authorization from the Company, remove any property other than items belonging to the Contractor and the respective Personnel absolutely, from the Site and any premises belonging to or occupied by the Company or Company users. 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 21** against all liability resulting from such removal.

7. COMPLETION AND DELIVERY

- 7.1 The Contractor shall complete the supply and performance of the Works at the Site in accordance with the Project Schedule and the provisions of this Agreement.

8. TITLE AND RISK

- 8.1 Title to the Works and any materials, equipment, goods, accessories or other items supplied by the Contractor and forming a part thereof shall pass to the Company on whichever of the following dates first occurs:
 - 8.1.1 the date on which the Works or parts thereof or such items are delivered to the Company or otherwise identified to this Agreement,
 - 8.1.2 the date payment with respect to the Works or parts thereof or such items is made,
 - 8.1.3 the date of issuance of the Conditional Acceptance Certificate, or
 - 8.1.4 the date of issuance of the Final Acceptance Certificate, or
 - 8.1.5 the date upon which this Agreement shall terminate for any reason.
- 8.2 The transfer of title of the Works and such items as specified above shall in no way affect the Company's rights or remedies as set forth in other provisions of this Agreement.
- 8.3 The Contractor shall not retain any title to the Works or place, create, or permit to be placed or created, any liens, charges, or encumbrances on, or security interests as to, or pledges of, the Works or any party thereof, including any lien for monies due to the Contractor by the Company. Any lien, charge, encumbrance, or security interest so placed or created (other than those expressly permitted above) shall be forthwith released by the Contractor. Upon the Contractor's failure to do so, the Company hereto may (but shall not be obligated to) cause the same to be released at the expense of the Contractor.
- 8.4 Notwithstanding that the title is transferred to the Company under Clause 8.1 above, the risk of loss or damage to the Works and parts thereof shall remain with the Contractor until the Company's issuance of the Final Acceptance Certificate evidencing Final Acceptance of the Works.

9. ACCEPTANCE TESTS

- 9.1 The Contractor shall at its own costs and expenses perform all Final Acceptance Tests (including without limitation testing and commissioning) in accordance with the acceptance procedures attached hereto as **Annex D** to meet the criteria set out in **Annex D** and all other acceptance tests required in relation to or pursuant to this Agreement. The Contractor shall further comply with all quality control and assurance systems of the Company.
- 9.2 The Company or any person authorised by the Company shall have the right, to inspect and test the different stages of the assembly or manufacture of the Works and supply and performance of the Works at any place where such assembly or manufacture or supply or performance of Work is carried out or in preparation or performed in order to ensure that the Works are being performed in accordance with the Specifications, Documentation and the provisions of this Agreement. The Company and any person authorised by the Company for this purpose shall have free, uninterrupted and safe access at all reasonable times as and when required for such inspection and testing. Notwithstanding the aforementioned, the review, comments, requirements, instructions, directions or approvals made or given by the Company during inspection and testing at the different stages shall not be deemed acceptance or waiver by the Company or relieve the Contractor of any of its responsibilities and obligations under this Agreement.
- 9.3 The Contractor shall be responsible for the cost of all such inspection and testing carried out in accordance with the Specifications, Documentation and the provisions of this Agreement and with best industry practices and of any additional inspection and testing as a result of the failure of the entire or any part of the Works to meet the Specifications, Documentation and the provisions of this Agreement.
- 9.4 The Contractor shall give the Company written notice of at least **seven (7) working days** and afford the Company or its representative the full opportunity to attend all tests (including but not limited to the Conditional Acceptance tests and the Final Acceptance tests) at the Site and **seven (7) working days** if the tests are to be carried out at the premises of the Contractor.
- 9.5 At any time prior to delivery to the Company and Final Acceptance of the Works in accordance with the terms of this Agreement, the Company shall have the right to reject any part of the Works found to be defective with respect to the Specification, Documentation or otherwise not in accordance with this Agreement and any such defects in any part of the Works shall be corrected or replaced by the Contractor at no additional expense or delay to the Company. The Company and any person authorised by the Company shall be entitled to re-inspect and re-test such part of the Works.
- 9.6 The failure of the Company to inspect or condemn or reject any Works or otherwise to exercise any right entrusted to the Company shall not excuse the Contractor from the performance of this Agreement nor shall such action or inspection imply any Conditional Acceptance, Final Acceptance or any acceptance in any manner whatsoever by the Company of faulty or unsatisfactory Works or part thereof.
- 9.7 The Contractor shall notify the Company in writing when the Contractor has completed or anticipates completing delivery of the Works for Final Acceptance. The Parties shall (where applicable) carry out a joint inspection and/or performance of such Works or part thereof.

Within **seven (7) working days** thereafter, the Company shall notify the Contractor in writing of any defects in the Works or part thereof or such other defects which the Company may discover. The Contractor shall immediately rectify defects notified to it

- and shall invite the Company or persons authorised by the Company to re-inspect or re-test the Works so rectified and the Contractor shall re-perform the Works. The failure of the Company to issue any notice shall not in any way relieve the Contractor of its obligation to supply and complete such Work, to rectify any defects therein and to perform its warranty and guarantee obligations in respect thereof.
- 9.8 Final Acceptance of the Works will take place on the date of the written final acceptance by the Company of the Works. The Final Acceptance will occur only upon, and shall be evidenced by, the Company's signing and issue of the Final Acceptance Certificate.
- 9.9 The Conditional Acceptance and/or Final Acceptance of the Works thereof shall not prejudice or act as an estoppel against the exercise of any right of the Company in this Agreement, including but not limited to the right to require the Works or any part thereof to be re-performed, repaired, replaced, or to claim for breach or any non-compliance.
- 9.10 The Company may effect Conditional Acceptance of the Works notwithstanding any minor non-conformity to the Specifications provided the Company in its sole discretion determines that such nonconformity does not impair the safe or efficient operation of the Works or is minor or unsubstantial. The Company's written acknowledgement of its Conditional Acceptance will be evidenced by the Company's signing and issue of the Conditional Acceptance Certificate. The Contractor shall remain obliged to and shall use its best endeavours to correct or remedy such nonconformity as soon as practicable. The value of such non-conformity shall be determined by the Company in its sole discretion and an amount equal thereto shall be withheld from the next instalment payable by the Company. Such amount shall be paid by the Company when the relevant nonconformity shall have been demonstrated to have been corrected or remedied accordingly.

10. CONTRACT PRICE AND PAYMENTS

- 10.1 The Contract Price and the terms and schedule of payment shall be as set out in **Annex C** (Contract Price, Price Summary and Payment Schedule).
- 10.2 This Agreement is a turnkey contract. The Contract Price is a lump sum price which includes all contingencies necessary to ensure compliance with the performance criteria set out in the Specifications. The Company shall not be liable for any additional costs for variations to the scope of the Works or in order to secure compliance with the performance criteria of this Agreement.
- 10.3 The Contractor agrees that the Contract Price, and any other charges quoted in this Agreement, shall not be increased except in accordance with **Clause 14**.
- 10.4 The Contractor shall submit its invoices with supporting documents to the Company at the address stated below or such other address and location as the Company may direct in writing:-

SATS Saudi Arabia

Attn:
Tel.:
Fax:
E-mail:

Copy to

Attn:
Tel.:
Fax:
Email:

- 10.5 The Contract Price (together with VAT thereon) shall be paid by the Company in accordance with the Payment Schedule set out in **Annex C** (Contract Price, Breakdown of Price, Price Summary and Payment Schedule), after receipt of invoice together with all supporting documents from the Contractor. Each invoice for the relevant part of the Contract Price or the charges, as the case may be, shall be issued to the Company after the corresponding relevant stage of the supply and performance of Works has been duly completed and accepted by the Company in accordance with this Agreement, specifying the amount payable by the Company and attaching evidence of acceptance of the Works by the Company. The Company shall pay all undisputed charges within **sixty (60) days** of receipt of an invoice and all supporting documents.
- 10.6 The Parties shall use their best endeavours to resolve such disputes or differences in relation to the disputed charges in accordance with the dispute resolution process/procedure as contained in **Clause 24**.
- 10.7 Unless otherwise specified, all invoices will be billed in Singapore dollars and all payments required to be made under this Agreement shall be made in Singapore dollars.
- 10.8 Unless otherwise specified herein or agreed, all permits, licenses, royalties and fees whatsoever claimable by or payable to any person, firm or corporation or government or in connection with intellectual property used or required to be used in connection with the Contractor's obligations under this Agreement are deemed to be included in the Contract Price, and shall be for the account of the Contractor and shall not be charged to the Company.
- 10.9 Unless otherwise expressly provided, all amounts stated in this Agreement expressed to be exclusive of any VAT arising in respect of the supply and performance of the Works made hereunder shall on the issue of a valid tax invoice in respect of the same be paid to the Party making such supply by the Party to whom it is made in addition to any other consideration payable. Save for the foregoing, all other Taxes shall be borne by the Contractor, including without limitation any withholding tax payable as a result of this Agreement. The Company shall pay to the Contractor all amounts due under this Agreement net of any withholding tax, and the Company 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.
- 10.10 Any payment to the Contractor shall not be construed as acceptance or receipt of the Works or any part thereof by the Company.

11. LATE COMPLETION

- 11.1 In the event that the Contractor fails to supply the Works or to complete the Works within **14 days** of the scheduled date as provided in the Project Schedule, the Company shall be entitled to defer payment corresponding to that portion of the Works until actual supply and/or performance by the Contractor and acceptance by the Company.
- 11.2 If the Contractor fails to achieve the supply of the Works or fails to achieve the completion of the Works by the Targeted Completion Date, the Contractor shall pay to the Company by way of liquidated damages the **sum equivalent to 0.05% of the Contract Price per day commencing on the day after the Targeted Completion Date and expiring on the Final**

- Acceptance Date subject to a maximum of ten percent (10%) of the Contract Price.** Such payment shall be without prejudice to the Contractor's obligation to supply and complete the Works as soon after the Targeted Completion Date as shall be reasonably possible.
- 11.3 If the Contractor fails to achieve the supply of the Works or fails to achieve the completion of the Works by more than **twenty-four (24) weeks** after the Targeted Completion Date, the Company shall be entitled without prejudice to any other rights or remedies it may have hereunder or at law to terminate forthwith this Agreement immediately (without liability on its part) by giving written notice to the Contractor.
- 11.4 The Contractor acknowledges and agrees that the liquidated damages specified in this Agreement represent a genuine pre-estimate of the loss that the Company would suffer as a result of the Contractor's breach as specified in the relevant Clause or Annex in this Agreement.

12. SECURITY DEPOSIT

- 12.1 The Contractor shall no later than **seven (7) days** from the date of this Agreement, furnish a security deposit by way of cash or a banker's guarantee issued by a reputable bank acceptable to the Company on terms prescribed by the Company, of a sum equivalent to five percent (5%) of the Contract Price, valid up to and including the thirtieth (30th) day after the last date of expiry of the Warranty Period. Should the Contractor fail to furnish the security deposit as required under this Clause, the Company may without further notice, and without prejudice to any other rights and/or remedies of the Company, set off and deduct against any payment(s) due to the Contractor, such amounts sufficient to comprise the security deposit, and shall hold the same as the security deposit in cash pursuant to this Clause.
- 12.2 This deposit will be refunded after the thirtieth (30th) day after the last date of expiry of the Warranty Period, if the Company is satisfied that the Contractor has fulfilled all the terms and conditions and obligations of this Agreement, in Singapore currency by way of a cheque drawn on a bank in Singapore or return of the banker's guarantee if requested by the Contractor, as the case may be. If the Contractor breaches this Agreement, the Contractor will forfeit part or the whole of this deposit to the Company, the actual amount of forfeiture to be determined by the Company, and the balance thereof, if applicable, shall be refunded to the Contractor. No interest shall be paid on the deposit or upon refund thereof.
- 12.3 The Contractor shall maintain the amount of the security deposit set out in Clause 12.1 above until the thirtieth (30th) day after the last date of expiry of the Warranty Period and following the deduction of any amount from the security deposit, the Contractor undertakes to top up the cash or provide an additional or replacement banker's guarantee so as to ensure that the amount of the security deposit is at all times equivalent to five percent (5%) of the Contract Price.
- 12.4 If the Contractor elects to provide a banker's guarantee pursuant to **Clause 12.1** and if the Company anticipates that the banker's guarantee will expire earlier than thirty (30) days from the last date of the Warranty Period, the Company shall notify the Contractor to extend the banker's guarantee so that it will expire thirty (30) days from the last date of the Warranty Period. If the Contractor fails to make such extension within **seven (7) days** from the date of such notice, the Company shall be entitled to call on the banker's guarantee.

13. THE CONTRACTOR'S REPRESENTATIONS, COVENANTS AND INDEMNITIES

13.1 In addition to any other representations, warranties and covenants made or given by the Contractor, the Contractor represents and warrants to, and covenants with, the Company as follows, and acknowledges that the Company enters into this Agreement in reliance on such representations, warranties and covenants and shall be entitled to exercise all rights and remedies available to it under applicable laws in the event that such representations prove to be incorrect:

13.1.1 The Contractor is an expert with specialized experience in the supply and performance of the Works.

13.1.2 The Contractor has examined the scope of the Specifications, the Documentation and all other documents, information and requirement of the Company, and has satisfied itself as to the adequacy thereof for the performance of this Agreement. It is the duty of the Contractor to draw to the attention of the Company any errors, discrepancies or inaccuracies in the Specifications, Documentation and/or such other documents which an experienced supplier of the Works should reasonably have discovered. Both before and during the performance of this Agreement the Contractor shall notify the Company immediately when it becomes apparent to the Contractor of any amendments required to the Specifications, Documentation and/or such other documentation in order to rectify the Works or the performance of the Works.

13.1.3 The Contractor understands and acknowledges that the Specifications (including without limitation the technical specifications) and the Documentation with respect to the Works and the supply and performance of the Works have been determined under the scope of Works. The Contractor enters into this Agreement with full knowledge of the requirements of the scope of the Works, the Specifications, Documentation and the Company's requirements with respect to the Works.

13.1.4 The Contractor's failure to fulfil its duty as provided for in **Clauses 13.1.2 and 13.1.3** above shall not relieve the Contractor of its obligation to complete the supply and performance of the Works to the Company.

13.2 The Contractor shall further fully and effectively indemnify and save the Company and its Affiliates harmless against and from:

13.2.1 any breach, non observance or non performance by the Contractor or its officers, employees, representatives, agents or subcontractors of the terms of this Agreement;

13.2.2 any act or omission of the Contractor, its officers, employees, representatives, agents or subcontractors which render the Contractor liable to the Company under the terms of this Agreement;

13.2.3 without prejudice to **Clauses 13.2.1 and 13.2.2**, any claim, damage, loss or expense to the extent due to or resulting from any negligence or breach of duty on the part of the Contractor and its Personnel.

14. CHANGE REQUEST

14.1 The Company may in writing request the Contractor from time to time to undertake changes to any part of the Works. In the event that any changes in the scope of the

- Works is requested, the Parties hereby agree that the procedures set out in this **Clause 14** shall be adhered to in effecting any such variation.
- 14.2 Unless otherwise agreed, upon the Company's written request to the Contractor pursuant to **Clause 14.1** above, the Contractor shall promptly and, no later than **seven (7) days** from the date of the Company's aforesaid written request, provide the Company with a change order proposal containing reasonable details of the following:
- 14.2.1 description of the works to be performed and the materials to be provided under the Change Request;
 - 14.2.2 the impact to the Project Schedule;
 - 14.2.3 any adjustments to the Contract Price including downward adjustments where appropriate;
 - 14.2.4 any modifications to the Specifications, Documentation and any other documentation;
 - 14.2.5 any other effect of the Change Request on the supply of the performance of the Works; and
 - 14.2.6 any other information (including without limitation any data, calculation, plans, drawings, projections or evaluation) that the Company may request.
- 14.3 The Company shall evaluate the change order proposal submitted by the Contractor. If the Company at its sole discretion opts to proceed with the proposed changes, the Parties shall sign a Change Request in the form set out in **Annex H**. The Contractor shall promptly implement the agreed changes in accordance with the Change Request and shall incorporate all changes, modifications, variations, alterations arising from or connected with the Change Request in the Works and related documents including but not limited to the Specifications, the Documentation, and other agreed annexes (collectively referred to as "the affected documents") and give revised copies of the affected documents to the Company provided always that the Company accepts such changes to the affected documents.
- 14.4 All Change Requests shall form an integral part of this Agreement as an addendum to this Agreement. The Contractor shall only commence works based on the Change Request when the Change Request has been duly signed by the authorised representative of the Company and the Contractor. Until a Change Request is duly signed by both Parties, the Contractor will continue to perform and be paid for the performance of the Works as if the Change Request had not been made.

15. CONFIDENTIALITY

- 15.1 For the purposes of this Agreement, "Confidential Information" includes the terms of this Agreement, the Annexes to this Agreement, any and/or all information (written or oral) concerning the business and affairs of the Company and its related and associated companies including all information (including information of a commercial, technical, legal or financial nature) that has been or is hereafter provided to the Contractor by or on behalf of the Company in the course of, for the purpose of and/or in relation to the supply and performance of the Works; which contains, amongst other matters, trade secrets, know-how, show-how, patents research, development or technical information, confidential and/or proprietary product or information, any information or matter comprising or containing part of the intellectual property rights of the Company or any other person, business plans, operations or systems, financial and trading positions, details of customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of the Company, marketing information, brochures, printed matter, rates and rate tables, and/or contracts of any nature; regardless of form, format or media including, without limitation, written, oral, or information reduced to tangible

- form or information in electronic form; and “Confidential Information” also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, whether or not marked ‘confidential’ or the like or expressed to be disclosed as confidential information or if by its nature is deemed to be confidential information.
- 15.2 The Contractor agrees to keep confidential, and to procure that its Personnel keep confidential, any Confidential Information, and shall not, disclose the Confidential Information to any other person unless disclosure has been expressly permitted by the Company in writing. The Contractor agrees and acknowledges that Confidential Information shall only be used for the purposes of performing its obligations under this Agreement.
- 15.3 The Contractor agrees to disclose such Confidential Information only to the extent necessary to such of its officers, employees, representatives and agents, approved vendors and subcontractors as shall have a strict need to know for the proper purposes referred to in this **Clause 15**. The Contractor hereby undertakes to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents, contractors and subcontractors with the provisions of this **Clause 15**.
- 15.4 Notwithstanding the foregoing, the Contractor shall not be liable to the Company for the disclosure of any Confidential Information which is in or later enters the public domain, other than by reason of any breach, default or wilful or negligent act or omission of the Contractor or any of its officers, employees, representatives, agents, vendors or subcontractors.
- 15.5 Upon request, the Contractor shall immediately return to the Company all tangible materials (including copies thereof). If not returned, such tangible materials shall be destroyed (or deleted if stored or contained in a database or compilation system).
- 15.6 The provisions of this **Clause 15** shall survive, and continue to be binding on the Parties after, the termination of this Agreement.
- 16. INTELLECTUAL PROPERTY RIGHTS & LICENCES**
- 16.1 All Intellectual Property Rights comprised in or subsisting in the Works, which shall include without limitation, any customization done by the Contractor for the Company pursuant to this Agreement and the Specifications (including, without limitation, any derivative Specifications) and Documentation, as well as any and all other materials or part thereof provided to or acquired by the Contractor, or created or developed by the Contractor for the Company for this Agreement shall irrevocably, unconditionally and automatically vest in the Company on passing of the title in accordance with Clause 8.1 above without further charge or costs. If required by the Company, the Contractor shall do all things and sign all documents necessary to vest all such Intellectual Property Rights in the Company. For avoidance of doubt, the Contractor shall have no title to or ownership of the Intellectual Property Rights comprising in or subsisting in the Works, Specifications, and Documentation and the Contractor shall have no right to sublicense, assign or transfer such Intellectual Property Rights and the Specifications, and Documentation to any third party.
- 16.2 Where the Contractor does not so create or own such Intellectual Property Rights, the Contractor shall obtain and maintain at all times for the Company an irrevocable, unconditional, exclusive, transferable, and royalty-free licence to use in perpetuity the Intellectual Property Rights comprising in or subsisting in any third party proprietary matter contained in the Works, Specifications and Documentation and any other related documents to enable the Company to use, operate, maintain, lease or otherwise deal with the Works, Specifications and Documentation.

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- 16.3 The Contractor shall fully and effectively indemnify and hold harmless the Company and its Affiliates against any damages, liability, losses, claims (including legal costs) arising in respect of any claim or action by any third party for infringement of the Intellectual Property Rights in the Works and Documentation (an "Intellectual Property Infringement"), provided always that the Company:
- 16.3.1 gives notice to the Contractor of any Intellectual Property Infringement forthwith upon becoming actually aware of the same;
 - 16.3.2 gives the Contractor the sole conduct of the defence (at the Contractor's sole cost and expense) to any claim or action in respect of any Intellectual Property Infringement; and
 - 16.3.3 acts in accordance with the reasonable instructions of the Contractor and gives to the Contractor such assistance as it shall reasonably require (at the Contractor's sole cost and expense) in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.
- 16.4 In addition to and without prejudice to the above and any rights and remedies of the Company under this Agreement or at law:
- 16.4.1 If required by the Company, the Contractor shall procure the right to continue with the use, operation, maintenance, lease or dealing of the Works, Specifications and Documentation or part thereof which is the subject of the Intellectual Property infringement;
 - 16.4.2 If required by the Company, the Contractor shall replace or modify the Works, Specifications and/or Documentation or part thereof which is the subject of the Intellectual Property infringement so that it is no longer infringing but will ensure that the Works will fully function in an equivalent manner and that the Works, Specifications and Documentation can be used, relied on or dealt with in any manner whatsoever by the Company and its assignees and authorised users. Such replacement or modification shall be subject to the Company's approval and at no additional cost to the Company;
 - 16.4.3 Without prejudice to any other rights and remedies available to the Company under this Agreement or at law, the Company shall be entitled to reject the Works and Documentation or any part thereof and:
 - (i) in the event the Company rejects the Works and the Documentation the Contractor shall refund to the Company the entire Contract Price and all sums which the Company has paid to the Contractor; or
 - (ii) in the event the Company rejects part of the Works and/or the Documentation, the Contractor shall refund to the Company such proportion of the Contract Price and sums which the Company has paid to the Contractor in respect of that part of the Works and/or Documentation that has been rejected by the Company.
- 17. WARRANTY**
- 17.1 The Contractor shall supply and perform and complete the Works diligently in accordance with the Specifications, Documentation and provisions of this Agreement and in conformity with best industry practices.

- 17.2 The Contractor warrants the Works to:
- 17.2.1 be brand new;
 - 17.2.2 be of suitable grade of its respective kind;
 - 17.2.3 be free from defects in title, design, materials, performance, operation, and workmanship;
 - 17.2.4 strictly conform to the Specifications, Documentation, drawings, samples, performance criteria, and other descriptions referred to herein or provided by the Company to Contractor;
 - 17.2.5 be of merchantable quality and fit for the purpose(s) intended;
 - 17.2.6 have long design life, easy maintenance and operability; and
 - 17.2.7 conform to all applicable laws, ordinances, codes and regulations
- for a period commencing from the Final Acceptance Date to the expiry of period of **twelve (12) months** from the Final Acceptance Date or as may be extended in accordance with this Agreement (“**Warranty Period**”). With respect to the Works or any part thereof that is repaired, replaced or otherwise altered or performed during the aforementioned period, the Warranty Period shall be extended by an additional twelve (12) months effective from the date of acceptance by the Company of the repair, replacement and/or alteration of performance.
- 17.3 If within the Warranty Period the Company discovers defects, errors, omissions, misalignments, inaccuracies, operational or performance deficiencies or any other breach of any warranty of the Works or any part thereof, the Contractor shall at its own costs promptly rectify, repair, re-perform, replace without cost to the Company, the Works and all related equipment or materials and repair any other damage caused by such defects, errors, omissions, operations or performance deficiencies. All defects and other faults in the Works or any part thereof which the Contractor is liable under this Agreement shall be made good by the Contractor at the Contractor’s cost.
- 17.4 If the Contractor fails to commence (and having commenced, failed to continue) to perform the warranty work required under this **Clause 17** within **fourteen (14) days** after being notified by the Company in writing of the relevant breach, or in the case of emergency, the Company shall be entitled to effect the required repairs or, and the Contractor shall reimburse the Company within thirty (30) days after submission by the Company to the Contractor of a written invoice therefore, the costs incurred by the Company in effecting such repairs or replacements.
- 17.5 In addition to the Contractor’s warranties under this Agreement, the Contractor shall obtain and procure that the Company has the benefits of and right to enforce such warranties against the Contractor’s contractors and suppliers of the Works and equipment and materials used for this Agreement and shall give the Company such assistance in enforcing the same as the Company may reasonably request.

18. STEP IN RIGHTS

- 18.1 The Company reserves the right to appoint an alternative vendor to supply and perform the Works or part thereof in the event that the Contractor is unable to perform any of its obligations under this Agreement, such inability to be determined by the Company at its sole discretion. Such appointment and step-in works shall be completed within a reasonable period as reasonably determined by the Company. The Contractor shall

reimburse the Company for all additional costs of engaging an alternative vendor. Such right shall be without prejudice to any of the Company's rights or remedies under this Agreement or at law.

19. INSURANCE

19.1 The Contractor agrees to maintain at its own cost the following insurance policies to adequately cover its entire liability in respect of any act or default for which it may become liable to indemnify SATS AND SATS Saudi Arabia, SATS users and/or Authorized Users under the terms of this Agreement:

19.1.1 Contractor's All Risks Insurance;

19.1.2 Third Party Liability Insurance;

19.1.3 Work Injury Compensation Insurance;

19.1.4 Motor Vehicle Liability Insurance; and

19.1.5 any other insurance required by law or which the Contractor thinks expedient or necessary.

The insurance policies to be effected by the Contractor shall name SATS Saudi Arabia and the Sub-Contractor for their respective rights and interest, contain to the effect that insurer waive all rights of subrogation against SATS Saudi Arabia in connection with the performance of the Contract. The insurance policies must also cover Cross Liability clause.

19.2 The remedies contained in this Clause are without prejudice to and in addition to any warranties, indemnities, remedies or other rights provided under any other provision of this Agreement for the benefit of SATS Saudi Arabia.

19.3 Specific Terms of Insurance

(a) Contractor's All Risks Insurance

The Contractor's All Risks Insurance to be effected and maintained by the Contractor shall:

(i) cover all loss or damage to the Works and all unfixed Plant, materials and goods delivered on or adjacent to the Site or incorporation into the Works (but excluding tools and Construction Equipment owned or hired by the Contractor or any subcontractors) on an "All Risks" basis;

(ii) cover existing principal's properties with a sum not less than SGD500,000 (or equivalent) and all properties in the custody, care, or control of the Contractor.

And be effected prior to the commencement of any work under this Agreement and continue until the issuance of the Handover Certificate plus during the Warranty Period for loss or damage arising from a cause occurring on Site during the execution of the Works; and

(b) Third Party Liability Insurance

The Third Party Liability Insurance to be effected and maintained by the Contractor shall:

- (i) Cover accidental bodily injury or property damage arising from the execution of the Works;
- (ii) be effected prior to the commencement of any work under this Contract and continue until the issuance of the Handover Certificate plus during the Warranty Period for loss, damage or injury arising from a cause occurring on Site during the execution of the Works;
- (iv) extend to suppliers or others engaged to provide goods and services for use in connection with the Works for their site activities only; and
- (v) provide a limit of indemnity not less than Singapore 2 million or equivalent

(c) Work Injury Compensation Insurance

The Work Injury Compensation Insurance to be effected and maintained by the Contractor shall:-

- (i) provide cover for SATS/SATS Saudi Arabia in its capacity as "Principal" and the Contractor in his capacity as "Employer" under the Work Injury Compensation Act together with his Sub-Contractors of any tier on Site for all employees engaged in connection with the Works;
- (ii) be effected prior to the commencement of any work under this Agreement and continue until the issuance of the Handover Certificate plus during the Warranty Period
- (iii) provide compensation in accordance with the provisions of the Work Injury Compensation Act in Singapore;
- (iv) provide compensation at common law in Singapore subject to a maximum amount in respect of any one occurrence of Singapore 5 million; and
- (v) cover all employees involved in the execution of this Project.

(d) Motor Vehicle Liability Insurance

The Motor Vehicle Liability Insurance to be effected by the Contractor shall:-

- (i) be arranged so that cover is provided for all mechanically propelled vehicles including any item of Construction equipment which is licensed for road use;
- (ii) respond to third party liability risks including:-
 - (a) death or injury to any person (including passengers) with the Limit

of Indemnity to be unlimited in amount in respect of any one occurrence; and

- (b) loss of or damage to property with the Limit of Indemnity to apply to any one occurrence.

- 19.4 Upon request by SATS Saudi Arabia, the Contractor shall have its insurance carrier(s) furnish the certificates of insurance specifying that no insurance shall be canceled or materially changed while Services are in progress without thirty (30) calendar days prior written notice to the requester.

20. TERMINATION

- 20.1 This Agreement may be terminated:

20.1.1 by the Contractor giving written notice to the Company if the Company fails to pay any undisputed charges due hereunder within **ninety (90) days** of a written notification of such default of the due date therefor; or

20.1.2 by the Company giving written notice to the Contractor if the Contractor commits any breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within **fourteen (14) days** of a written request to remedy the same; or

20.1.3 by the Company at any time upon the giving of **thirty (30) days'** written notice to the Contractor; or

20.1.4 by either Party giving written notice to the other Party ("the other Party") in the event that the other Party (a) files for bankruptcy; (b) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (c) makes an assignment for the benefit of all or substantially all of its creditors; or (d) enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.

- 20.2 Upon expiry or early termination of this Agreement, the Contractor will ensure that the Works and all other deliverables rendered or delivered up to and including the date of expiry or termination will be properly and fully handed over to the Company and/or other vendor(s)/contractor(s) appointed by the Company in accordance with the procedures specified by the Company.

- 20.3 Upon expiry or termination of this Agreement, a request for return of Confidential Information is deemed to be made and **Clause 15.5** shall apply.

- 20.4 Any termination of this Agreement pursuant to this Clause shall be without prejudice to any other rights or remedies the Company may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either Party. For avoidance of doubt, the Company shall, in the event of termination pursuant to **Clause 20.1.3**, pay to the Contractor for the undisputed Works which have been performed by the Contractor and accepted by the Company such sums accrued due and payable under **Annex C** (Contract Price, Price Summary and Payment Schedule), pro-rated as determined by the Company where necessary in respect of the amount of work actually done up to and including the date of termination.

20.5 All Clauses of this Agreement so intended to survive after expiry or termination of this Agreement shall survive the expiry or sooner termination of this Agreement. Without prejudice to the generality of the foregoing and for the avoidance of doubt, **Clauses 13.2, 15, 16, 17, 19, 21, 22, 23, 24, 25 and 26** shall survive the expiry or earlier termination of this Agreement.

21. INDEMNITY

21.1 The Contractor shall indemnify the Company, 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 supply, delivery, installation, testing and commissioning of the Works or the Contractor's performance or purported performance of or failure to perform the Works (other than any delay in respect of which liquidated damages are paid to the Company in accordance with Clause 11), including without prejudice to the generality of the foregoing:

21.1.1 any breach of any term of this Agreement by the Contractor;

21.1.2 any death of and/or injury to any person and/or loss of or damage to any property which may arise out of or in consequence of the supply, delivery, installation, testing and commissioning of the Works and/or the performance or provision of the Works and/or the presence of the Contractor or the Contractor's Personnel on the Premises;

21.1.3 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

21.1.4 any enforcement or attempted enforcement by the Company of its rights or remedies against the Contractor.

21.3 Notwithstanding **Clause 19**, the Contractor agrees to maintain at its own cost a comprehensive policy of insurance to adequately cover its entire liability in respect of any act or default for which it may become liable to indemnify the Company and its subsidiaries, holding company, related companies, associated companies and affiliated companies under the terms of this Agreement.

21.4 The remedies contained in this Clause are without prejudice to and in addition to any warranties, indemnities, remedies or other rights provided by law, and/or under any other provision of this Agreement for the benefit of the Company.

22. EXCLUSION AND LIMITATION OF LIABILITY

22.1 The Company shall have no responsibility (whether to the Contractor or otherwise) in respect of any losses which are not reasonably foreseeable, any indirect, consequential, special or punitive losses, any loss of anticipated revenue, profit, use, anticipated savings, goodwill, reputation, or business contracts, or any other form of pure economic loss, or any loss or damage suffered by the 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.

22.2 Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary herein, the aggregate liability of the Contractor and Company arising out of or in connection with this Agreement shall not in any event exceed SAR **[Contract Sum]**. [Team to fill in.]

23. NOTICES

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

If to the Company :

Attn: [name of contact person]
[designation]
[Address]

If to Contractor:

Attn: [name of contact person]
[designation]
[Address]

Facsimile No:

Facsimile No:

23.2 Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered if (i) delivered by hand, on the date of receipt, (ii) delivered by post, five (5) days after despatch, or (iii) delivered by fax, when transmitted, error free.

24. DISPUTE RESOLUTION

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

24.2 If the Parties are unable to reach any solution within a period of thirty (30) days after the commencement of the negotiation then the disputes or differences shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference into this Clause. All arbitration proceedings shall be in the English language.

24.3 The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations of the Parties under this Agreement, except insofar as such obligations relate to the subject matter of such proceedings.

25. GOVERNING LAW

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

25.2 Subject to the dispute resolution provisions in Clause 24 the Parties submit unconditionally to the exclusive jurisdiction of the courts of Singapore. .

26. GENERAL**26.1 Waiver:**

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

26.2 Severability:

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

26.3 Assignment/Novation:

This Agreement is personal to the Contractor and shall not be assigned or novated either as to the whole or any part thereof, without the prior written consent of the Company. The Company may, by notification to the Contractor, assign or novate the whole or any part of this Agreement to any party. The Contractor shall be deemed to have consented to such assignment or novation.

26.4 Binding Effect on Successors-in-title:

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

26.5 Sub-Contracting:

The Contractor shall carry out its obligations hereunder personally. The Contractor shall not subcontract the whole or any part of its obligations under this Agreement without the prior written consent of the Company. If the Contractor subcontracts any works to a subcontractor, the Contractor agrees that:

(i) The appointment of any subcontractor shall not release the Contractor from any of its obligations under this Agreement; and

(ii) The Contractor shall remain fully liable for all such work of the subcontractors.

26.6 Set-Off:

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.

26.7 Entire Agreement/Amendments:

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

representatives of the Parties.

26.8 Relationship between the Parties:

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. Unless otherwise expressly provided in this Agreement no Party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or oblige the other Party thereto.

26.9 Publicity:

All media releases, public announcements and public disclosures by the Contractor relating to this Agreement, or the subject matter thereof, including but not limited to promotional marketing material, shall be approved by the Company prior to release.

26.10 Exclusion of Third Party Rights:

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 21.1** and **26.6** 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.

26.11 Time is of the essence:

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

26.12 Non-Exclusivity:

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

26.13 Change of Control:

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.

26.14 Data Protection:

The Parties shall at all times comply with all applicable or relevant data protection legislation or regulations.

26.15 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 Clause are fair and reasonable.

27. GIFTS, INDUCEMENTS AND REWARDS

27.1 The Company may determine this Agreement and recover from the Contractor the amount of any loss resulting from such determination if the Contractor 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 or for showing or forbearing to show favour to any person in relation to any contract, agreement or transaction with the Company or if the like acts shall have been done by any person employed by the Contractor or acting or purportedly acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract, agreement or transaction with the Company, the Contractor or any person employed by it or acting or purportedly acting on its behalf commits any offence under the Penal Code or the Prevention of Corruption Act (Chapters 224 and 241 respectively) 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.

28. Personal Data

28.1 In this Clause, "Personal Data" means all data which is defined to be "personal data" under all applicable laws 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, by virtue of, or in the course of providing the Services.

28.2 Each of the Company and the Contractor shall, in its collection, processing, disclosure or other use of Personal Data, for any purpose arising out of or in connection with the provision of the Services, adhere to the requirements of all applicable laws. Without prejudice to the generality of the foregoing, each Party shall, where required and in the manner required by any applicable laws or legal requirements ("Law"):

28.2.1 use Personal Data only for purposes which would be considered appropriate by a reasonable person in the circumstances and only after notifying or obtaining the consent of the individual to whom the Personal Data relates ("Subject Individual");

28.2.2 provide Subject Individuals with access to their Personal Data and the ability to correct such Personal Data upon request;

28.2.3 use reasonable efforts to ensure the accuracy of Personal Data;

28.2.4 institute reasonable security arrangements to protect the Personal Data from authorised access and similar risks;

28.2.5 securely destroy the Personal Data where it is no longer required; and

28.2.6 transfer Personal Data only as prescribed by Law.

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).

29. ANNUAL MATERIAL HANDLING SYSTEM PERFORMANCE REVIEWS

- 29.1 There shall be regular joint 'Material Handling System' and equipment performance reviews. The Contractor shall identify, categorize and report all 'Material Handling System' complaints, delays in supplied spares, warranty claims, and any other matters which may have been raised by the Company's representatives, in a formal report to the Company. This 'Material Handling System' performance report shall be subject to review by the Company for acceptance.
- 29.2 Liquidated damages shall be paid by the Contractor to the Company at the rate of SAR\$10 per day for failure to provide the required reports in Annex L within 11 business days upon request, for periodic review, until the required reports are completed to the satisfaction of the Company.
- 29.3 Should the Contractor's performance be unsatisfactory and the Contractor is 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 remedy, as the case maybe. Upon which, the Contractor shall then bear the full costs of these other third party contractors which have been appointed by the Company.

30. REQUIRED INFORMATION ON SPARES

- 30.1 The Contractor shall also identify all Spare Parts and materials supplied by the component manufacturer's full company name and that component manufacturer's native Part Number, the OEM brand of equipment (for which the component/item is intended to be used), the OEM model number for that equipment, the OEM year of manufacture, the OEM parent assembly part number, the OEM part number, together with any respective (international/global) NATO Stock No. (NSN) Part Number or any other international equivalent: such as ASME B18.24-2015 or ATA iSpec 2200 or JASC/ATA 100 code or Global Trade Item Number (GTIN), and the respective UNSPSC code where available. These information above on the Spare parts, items and materials supplied shall be listed in an updated excel file report with the specific equipment identity (where available), line item description, quantity supplied, the unit price charged in SAR dollars (or other currencies), the unit of measure used, the unique supply contract number (where applicable) and the Company's Purchase Order number (or the Contractor's 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.
- 30.2 Liquidated damages shall be paid by the Contractor at the rate of SAR\$11 per day for failure to provide the required reports in clause 30.1 within 30 business days upon request, until the required reports are completed to the satisfaction of the Company.

31. AD HOC CORRECTIVE MAINTENANCE WORKS

The Contractor shall provide an annual 'Material Handling System' and equipment condition assessment report to the Company's representatives for mutual review and alignment. The Contractor's equipment condition report shall provide a recommendation of the major assemblies, components, spares & sub-systems to be replaced, overhauled or refurbished within the 'Material Handling System' equipment's expected service life. The Contractor shall provide a recommendation on the projected remaining service life of the 'Material Handling System' equipment and also a schedule of rates for recommended ad hoc corrective maintenance works with a list replacement spares to upkeep the 'Material Handling System' equipment. While the above price list for ad hoc corrective maintenance (CM) works will not be exhaustive, it should endeavor to cover

more than 80% of the value of such CM works annually. The Contractor shall provide the above Schedule of Rates (SOR) unit price rates according to the format and requirements laid out in Annex L "Contractor Reports": "Log of Ad Hoc works & rates".

32 OBSOLESCENCE

Without prejudice to the Contractor's other obligations above, obsolescence management for spares and maintenance service support, relating to expected service life, shall have the following requirements:

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 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.

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 representatives 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 contract scope (Clause 1.1 and Clause 1.12), 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.

34 LOCAL SUBCONTRACTORS

- 34.1 The Contractor shall to provide a list of local (in country) subcontractors and local (in country) suppliers pertaining to this contract. The list will include the name of the local (in country) supplier, the local (in country) subcontractor, their nature of business and the scope of supply to the Contractor pertaining to the Contractor's supplied scope to the Company. This list of the Contractor's local (in country) subcontractors and local (in country) 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,

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for any changes. This list of the Contractor's local (in country) suppliers and local (in country) subcontractors shall also be provided in the form of an excel file upon demand and periodically throughout the duration of this contract.

- 34.2 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 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 declare any other company which is its related corporation or its associated companies.

ANNEX L : CONTRACTOR REPORTS

SN Title Description of data Field

Contractor Billing Report

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

Issue Log (softcopy Kanban Board)

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

Equipment Condition Assessment report

- 1.) Equipment Location & Address
2.) SATS Biz Entity name for Billing

- 3.) SATS Cost Center
4.) SATS person in charge (Ops Contact Point)
5.) General MHS SYSTEM's Equipment Description or Type classification
6.) MHS SYSTEM Equipment ID No./Facility node ID.(where available)
7.) OEM Brand (where applicable)
8.) OEM Model Number & details/info
9.) OEM Manufacturer's Serial number on the equipment
10.) OEM Model's Year of Manufacture (where available)
11.) Other special Configuration Requirements:
12.) Estimated / projected Timeline (year) for Obsolescence and replacement (service life)
13.) "Accumulative Equipment Cost" (to date) SGD = B+C+D+E+F+G
A. Total accumulative Equipment Maintenance Cost (SGD) =B+C+D
B. Total accumulative Spare parts cost to date
C. Total accumulative Preventive Maintenance Cost to date
D. Total accumulative Corrective Maintenance Cost to date
E. Total Cost of accumulated enhancements/modifications to date
F. Total repair Cost due to User damages accumulated to date
G. Total cost of other miscellaneous charges accumulated to date
14.) Total No. of PMs accumulated to date
15.) Total No. of CM Work Orders accumulated to date
16.) Contractor's forecast for equipment maintenance Spend in the next financial year
17.) Contractor Remarks & Recommendations

Log of Ad Hoc Works & Rates

SN Title Description of data Field

- 1.) SATS Business Unit: Entity & Department Name
2.) Location address and Equipment/facility description
3.) (Alphabetical.A-Z.) Main category
4.) (Alphabetical.A-Z.) Type of work/purpose/classification
5.) (sublevel-numbering.) Performance/end results required
6.) Environmental constraints / considerations
7.) Operational constraints / considerations during work
8.) Brief Description of raw Material used
9.) Brief work process description (or man hours required)
10.) Whether there is any subcontracted content
11.) Lead time/duration to complete the work
12.) Description of Quality/certification/warranty requirements
13.) Warranty duration & (any) warranty exclusions
14.) Unit of measure for work completed (after use).
15.) Unitized Qty of end results(work)
16.) Fixed SOR Unit PRICE rate charged to SATS
17.) No. of work orders in Current calendar year to date (Frequency).
18.) Current total amount \$ spent in this calendar year.
19.) Last calendar year historical annual qty
20.) No. of such work orders completed last yr (No. of transactions)-
21.) Total amount \$ spent last year
22.) Date awarded / added to SOR (Schedule Of Rates)
23.) Date of expiry for this Fixed SOR unit price rate
24.) where applicable duration of the Fixed SOR unit price rate
25.) Name of staff raising the last request of this SOR item
26.) Date of last request/utilization of this SOR item
27.) Contractor remarks & recommendation