

QUOTATION DOCUMENTS
TERMS AND CONDITIONS OF AGREEMENT

FOR THE SUPPLY AND DELIVERY OF FOODSTUFF OR AMENITIES ITEM(S)
FOR THE PERIOD SPECIFIED IN THE AWARD LETTER

INTERPRETATION

In these Terms and Conditions of Agreement:

“**Terms and Conditions**” shall refer to the terms and conditions as set out hereinafter and should be read together with the terms, instructions and specifications specified in any Purchase Order or award letter issued by the Company and any of the documents attached thereto in relation to the Items (“**Purchase Order/Award Letter**”), the Conditions for the Purchase of Goods/Conditions for the Procurement of Services/Works (as the case may be) attached to the Purchase Order/Award Letter, if any (“**Conditions**”) and the Company’s Supplier Code of Conduct as may be updated from time to time and which may be found at www.sats.com.sg (“**Supplier Code of Conduct**”).

The terms and conditions set out herein, the Purchase Order/Award Letter, the Conditions and the Supplier Code of Conduct shall, unless otherwise expressly consented or agreed to by the Company, constitute the entire agreement between the Company and the Contractor in relation to such Items, supersede and cancel all previous agreements, whether oral or written, between the parties, and shall apply to the exclusion of all other terms and conditions, including any terms or conditions which the Contractor may purport to apply under any quotation, sales offer or similar document. In the event of any conflict between the terms and conditions herein and the Purchase Order/Award Letter, or the terms and conditions herein and the Conditions (if any), the terms and conditions herein will prevail. In the event of any conflict between these terms and conditions herein and the Supplier Code of Conduct, the Supplier Code of Conduct will prevail.

the “**Company**” shall refer to SATS Catering Pte Ltd, Company Registration No. 198500562G and, as may be designated by SATS Catering Pte. Ltd., the “**Company**” may also include one or more of its affiliates.

the “**Contractor**” shall refer to the successful supplier for the Items, to whom the Company has issued a Purchase Order/Award Letter in respect of the supply and delivery of the Items.

“**affiliates**” in relation to any person ("the first mentioned person") means any person ("the second mentioned person") which is controlled (whether directly or indirectly) by or which controls (whether directly or indirectly) the first mentioned person and includes any other person which is controlled (whether directly or indirectly) by or which controls (whether directly or indirectly) the second mentioned person, and in relation to the company, includes without limitation SATS Food Services Pte Ltd, Company Registration No: 197300678G, and “**control**” in relation to any person means either the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of a majority of the directors of board of that person; or the ownership of more than fifty per cent. (50%) of the total issued voting shares or stock in that person, and “**controlled**” shall be construed accordingly

the “**Items**” shall refer to the foodstuff, amenities or other item(s) in respect of which:

- (i) the Contractor has submitted a quotation, and
- (ii) the Company has awarded the quotation to the Contractor through the issuance of the Purchase Order/Award Letter.

the “**Specifications**” in relation to any Item, shall refer to the specifications of that Item described against its name in the Quotation Documents and/or Purchase Order/Award Letter (as the case may be).

the “**price**” in relation to any Item, shall refer to the price of that Item accepted by the Company and as indicated in the Purchase Order/Award Letter .

the “**term**” shall refer to the period specified in the Quotation Documents and/or award letter (as the case may be);

this “**agreement**” shall refer to the agreement entered or deemed to be entered into between the Company and the Contractor, arising out of the Contractor’s offer, through its submission to the Company of a quotation for the supply and delivery of the Item(s), and the Company’s acceptance, through its issuance of the Purchase Order/Award Letter in respect of such quotation to the Contractor on the Terms and Conditions.

the “**award letter**” shall refer to the letter issued by the Company to the Contractor, awarding the supply and delivery of the Items

to the Contractor pursuant to the quotation for the Items submitted by the Contractor.

reference to the “**Quotation Documents**”, and all other references to words and expressions defined in the Quotation Documents, shall bear the meanings set out in the Conditions of Quotation comprising part of the Quotation Documents, unless the context otherwise requires.

1 SALE AND PURCHASE OF ITEMS

1.1 The Company may from time to time during the term issue a purchase order in such form as the Company may determine for the purchase of the Items, and the Contractor shall supply to the Company the Items at the price.

1.2 The price:

- (a) includes charges for delivery of the Items to the Company at the addresses to be specified by the Company; and
- (b) excludes Goods and Services Tax (“GST”). The GST if any, shall be borne by the Company.

1.3 Save as stated in Clause 1.2(b), the Company shall not be liable for any other tax, duty, levy, rate or charge whatsoever due and payable in respect of the Contractor’s supply of the Items. All such other tax, duty, levy, rate or charge, including without limitation any withholding tax payable as a result of or in connection with this agreement, shall be borne by the Contractor.

1.4 Where the Items comprise foodstuff, if the Contractor sorts raw materials and food items at the Company’s premises on any particular day in contravention of Clause 2.5, the total price payable to the Contractor for all the Items delivered to the Company on that day shall be discounted by 2%, without prejudice to the other rights and remedies of the Contractor under this agreement.

2 REQUIREMENTS OF AGREEMENT

2.1 The estimated requirement stated in the Quotation Documents and/or award letter for the Items is an approximate indication of the quantity that the Company may purchase. The Company may purchase more or less than the estimated requirement during the term of this agreement and the Contractor shall be obliged to supply the same to the Company under this agreement. Without prejudice to the foregoing, the Company may by giving the Contractor one (1) month’s written notice amend either or both of the approximate maximum and minimum quantities stated in the Quotation Documents and/or award letter in respect of the Items. The Company is not obliged to purchase the estimated quantity, and failure to do so will not entitle the Contractor to any claims whatsoever against the Company.

2.2 In addition to Clause 2.1 any of the Company’s affiliates may request the Contractor, and the Contractor shall be obliged, to supply the Items at any quantity required by that affiliate at the same price and on the same Terms and Conditions, mutatis mutandis, to affiliate.

That affiliate will give the Contractor not less than one month’s prior written notice thereof. The Contractor understands and agrees that that affiliate is not obliged to purchase the estimated quantity (if any) in the said written notice and failure to do so will not entitle the Contractor to any claims whatsoever against that affiliate.

2.3 The Contractor warrants that all the Items supplied to the Company shall (i) conform in all respects to the Specifications; (ii) have a shelf life as specified in the Specifications; (iii) be fit in all respects for human consumption, and in particular are not infected with bacteria, viruses, germs or the like which would affect the health of the persons who consume the Items; (iv) be free from foreign objects, materials, substances and elements which are not listed in the Specifications; (v) be reasonably fit for the purpose(s) for which the Items are intended to be used; (vi) conform with all representations, statements or warranties made or given by the Contractor, its servants and/or agents regarding the quality of the Items; and (vii) comply with all applicable international laws, regulations and directives relating to but not limited to the manufacture, place of origin and processing of the Items.

2.4 The Contractor shall ensure that (i) the Contractor has obtained all licences, approvals and permits required by applicable law for the supply of the Items; (ii) the Items are packed using adequate and appropriate packing to protect the Items against dust, moisture and all the usual risks incidental to the transportation of the Items; (iii) the Items and the packing of the Items are marked in accordance with the Company’s instructions from time to time and all legal requirements (if any) concerning the manufacture, processing, storage and testing of the Items; and the Contractor shall at all times duly comply with the terms of the Supplier Code of Conduct.

2.5 Where the Items comprise foodstuff, the Contractor is prohibited from sorting raw materials and food items at the Company’s premises, but this shall not prohibit the Contractor from removing any foreign object (e.g. loose/damaged items resulting from the delivery process) in the midst of transferring raw materials from the Contractor’s own bin to the Company’s bin.

2.6 All Items that require refrigeration must be transported to the Company under appropriate temperatures in refrigerated trucks. All Items must be delivered to the Company, on such dates and times and at such location(s) as specified by the Company. Without prejudice to the foregoing, the current requirement is that all fruits and vegetables must be delivered to

the specified location by 12 noon on the requisite date of delivery.

2.7 The Contractor shall ensure that any and all Items delivered to the Company are free from foreign objects, materials, substances and elements which are not listed in the Specifications, failing which the Company may recover, and the Contractor shall pay on demand, liquidated damages at the rate of \$500 per unit for each unit of Items containing such foreign object, material, substance or element. In the event that the Contractor discovers any foreign object, material, substance or element in any Items in the course of delivery of such Items to the Company, the Contractor shall at its own expense promptly remove such object, material, substance or element. Notwithstanding anything to the contrary in these Terms and Conditions, the foregoing are without prejudice to the Company and/or its affiliates' right to make a claim under Clause 6.

3 DELIVERY AND PAYMENT

3.1 The Items will be supplied and delivered by the Contractor to the location set out in Clause 1.2(a), at such time as specified by the Company, on the requisite date specified in the Company's purchase order. Without prejudice to any other of the Company's rights and remedies under this agreement, where any of the Items is fruit, vegetables or other perishables, the Company may reject all such Items that have not been delivered on time in accordance with this agreement, and if the Company should at its sole discretion choose to accept delivery of all or any such Items notwithstanding that they have not been delivered on time, the price payable by the Company for such Items shall be discounted by two percent (2%).

3.2 The Contractor is permitted to substitute brand, packaging or country of origin of the Items including without limitation substitution of the packaging for larger packs, provided that the said substitution has been approved by the Company and the quality of the substituted product is acceptable to the Company.

3.3 . The Company may regardless of any acknowledgement of acceptance signed by the Company's staff or representative or any verbal indication of acceptance by them, reject any Item(s) that appears bad or inferior in quality or non-conforming to the specifications set out in this agreement either:

- (a) upon delivery at the Company's receipt section at the location set out in Clause 1.2(a); or
- (b) when prepared for use; or
- (c) any other time when such poor quality or non-conformance is detected by the Company.

The Company may then at the Company's option either require the rejected Item(s) to be immediately replaced by the Contractor with conforming Item(s) of the specified quality, in which case the Contractor shall immediately comply with such requirement, or credit the Company with the price of such rejected Item(s). In addition, in the event that the Company elects for the latter, the Company may purchase the same or similar items (or if none available, then the next best alternative, as determined by the Company, to the Items) from elsewhere and the Contractor will be liable to pay for the actual incremental costs incurred by the Company in relation to such purchase. The Contractor shall promptly remove the rejected Item(s) from such locations notified to it by the Company, failing which the Company may impose storage charges thereof.

3.4 Without prejudice to any other provision contained in this agreement, including without limitation Clause 3.6, and subject to the Company having received and accepted the Items ordered, unless otherwise agreed by the Company, the Company will pay for the said Items at the end of the month following the month in which the Company receives the Contractor's invoice for the said Items. In the event that the Contractor's principal place of business is outside Singapore, the Company shall make payment by telegraphic transfer to the Contractor's nominated bank account (and for this purpose, the Contractor shall be obliged to notify the Company of its account details prior to commencement of the term of this agreement), and all bank charges incurred in connection with such payment shall be for the account of the Contractor.

3.5 Title to the Items passes to the Company upon delivery, subject to the Company's right to reject the Items under Clause 3.

3.6 Notwithstanding any other provision to the contrary contained in this agreement, the Company will be entitled, at any time and from time to time, without notice to the Contractor, to set off and deduct from any and all amounts payable by the Company to the Contractor (whether under this agreement or any other agreement), any and all sums that may be due and owing by the Contractor to the Company, whether under this agreement or otherwise (including without limitation, any liquidated damages payable under any of the clauses of this agreement, or any amounts previously overpaid to the Contractor).

4 FAILURE OR DELAY TO SUPPLY AND DELIVER THE ITEMS

4.1 Time is of the essence in this agreement, and full delivery of the Items ordered must be made on the date and at the address specified in the Company's purchase order.

4.2 In the event that the Contractor fails to deliver the required quantity by such date and address in accordance with such purchase order, the Company may, at its discretion, by written notice to the Contractor elect as follows:

- (a) the Company may cancel the Purchase Order or decline to take delivery of the Items tendered by the Contractor (as the case may be) with respect to such Items and/or require the Contractor to pay the

Company on demand the actual incremental costs incurred by the Company in purchasing the same or similar goods from another supplier. In the event the Company is unable to purchase the same or similar goods from another supplier, the Company may purchase the next best alternative goods to the Items (as determined by the Company) and look to the Contractor for the actual incremental costs incurred; or

- (b) the Company may recover, and the Contractor shall pay on demand, liquidated damages at the rate equivalent to 5% per day of the value of the Item(s) not delivered from the required delivery date until such time that the required quantity is delivered at the address specified in the purchase order, subject to a cap of 30% of the value of the Item(s) not delivered. Notwithstanding the foregoing, in the event that the Contractor still fails to deliver the required quantity within the extended period agreed to by the Company, the Company shall be entitled, in addition to the claim for liquidated damages under this Clause 4.2(b), elect 4.2(a) at its discretion.

Notwithstanding anything to the contrary in the Terms and Conditions, the foregoing rights of the Company under this Clause 5.1 are without prejudice to the Company and/or its affiliates' right to make a claim under Clause 6.

4A INTELLECTUAL PROPERTY

4A.1 The Company will supply Materials (as defined below) to the Contractor for the purposes of this agreement. The Materials will comprise of materials belonging to the Company's and/or its customers (as identified by the Company). Materials shall mean drawings, samples, models, equipment, sketches, photographs and/or printing plates supplied and will also include any of the abovementioned which has been approved by the Company and/or its customer. The Contractor understands and agrees that the Materials shall not be copied, transferred to any third parties or used in any manner contrary to the provisions of this agreement.

4A.2 Upon the termination or expiry of the term or upon receiving notice from the Company, the Contractor shall forthwith cease to use or publish any of the Materials and the Contractor shall take all such steps as required (including but not limited to bearing the delivery costs) to return to the Company all the Materials in the Contractor's possession.

4A.3 The Contractor understands and agrees that it will not dispose any Items that carries the Company's and/or any of its customers' (as identified by the Company) Marks (as defined below) to a third party through sale, gift or any other means. Marks shall mean the name, mark(s), service mark(s), or logo(s) of the Company and/or its customers (as identified by the Company) and includes any replacement or substitution to any such name, mark, service mark, or logo whether registered or unregistered and which was exclusively designed/produced for the Company and/or its customer.

4A.4 The Contractor understands and agrees that unless informed, in writing, by the Company the Contractor will in no way display its names, logo, brand name or any other representation on the Items.

4A.5 The Contractor further understands and agrees any breach of this Clause could cause the Company and/or its customer irreparable injury and that monetary damages would not be an adequate remedy for any such breach. In the event of a breach or threatened breach by the Contractor of this Clause, the Company and/or its customer shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction restraining the Contractor from breaching the terms hereof. For the avoidance of doubt, such remedy shall not be the exclusive remedy for any breach by the Contractor of this Clause 4A, but shall be in addition to all other remedies available at law or equity to the Company and/or its customer.

5 TERMINATION

5.1 The Company may by notice served on the Contractor, terminate the whole or part of this agreement forthwith or with such period of notice as the Company may specify, at the Company's absolute discretion, in any of the following events:

- (a) if the Contractor breaches or fails to comply with any of the terms and conditions of this agreement; or
- (b) if the Contractor (being a corporation) passes a resolution for its own winding up or judicial management or a winding up or judicial management petition is presented against the Contractor or a receiver and/or manager is appointed over the Contractor or any of its assets or income; or the Contractor (being an individual) or any of the persons comprising the Contractor (being a partnership of individuals) dies or has a bankruptcy petition presented against him; or any distress or execution process is levied against the Contractor or its assets and is not fully discharged within 10 days, or the Contractor becomes insolvent or any analogous proceedings take place in respect of the Contractor in any other jurisdiction; or
- (c) if it is ascertained or reasonably suspected by the Company that the Contractor has directly or indirectly offered or paid any person any gift, inducement or reward for the awarding of the quotation or this agreement to the Contractor or the Contractor has directly or indirectly received any gift, inducement or reward from any person for doing or omitting to do anything in connection with this agreement.

5.2 The Company may at any time, terminate the whole or part of this agreement without cause by serving on the Contractor not less than one month's notice of such termination.

5.3 Upon service of notice of termination by the Company under Clause 5, the Contractor shall, unless the Company otherwise specifies, continue to fulfil the Company's purchase orders served on it prior to service of the notice of termination, and to accept (without any obligation on the Company's part to issue the same) the Company's purchase orders served on it during the said notice period (and regardless of whether the due date of delivery falls before or after the effective date of termination of this agreement). For as long as any of the Company's purchase orders remain outstanding and not cancelled by the Company after the effective date of termination of this agreement, the Contractor shall continue to comply with the terms of this agreement in relation thereto.

6 INDEMNITIES, THIRD-PARTY LIABILITIES

6.1 The Contractor shall indemnify the Company and its affiliates ("Indemnified Parties") against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) (including legal costs on a full indemnity basis incurred by any of the Indemnified Parties) which any of the Indemnified Parties may suffer or incur either at common law or by statute in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of such Indemnified Parties) which shall have occurred in connection with any delivery or other work executed by the Contractor against this agreement, or shall be alleged to be attributable to some defect in the Items.

6.2 Should the Contractor use any personnel (including any employees, agents, subcontractors or other representative) to make any deliveries or execute any other work required under this agreement on the premises of the Company, and/or its affiliates, they shall be required to abide by the safety rules and other relevant regulations laid down by the Company and/or its affiliates from time to time. Without prejudice to the generality of Clause 6.1, the Contractor shall indemnify the Company and its affiliates ("Indemnified Parties") against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) (including legal costs on a full indemnity basis incurred by any of the Indemnified Parties) which any of the Indemnified Parties may suffer or incur either at common law or by statute (other than as a result of any default or neglect of the Indemnified Parties) in respect of personal injury to, or the death of, any such personnel while on the premises of the Indemnified Parties whether or not such personnel are (at the time when such personal injury or deaths are caused) acting in the course of their employment or within their scope of services.

6.3 Without prejudice to Clauses 6.1 and 6.2, the Contractor shall indemnify the Company and its affiliates ("Indemnified Parties") against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) (including legal costs on a full indemnity basis incurred by any of the Indemnified Parties) brought against, suffered or incurred by any of the Indemnified Parties (either at common law or by statute) arising out of or in connection with this agreement including without prejudice to the generality of the foregoing, any breach of the Terms and Conditions by the Contractor; any statement, act, omission, fraud, negligence or default whatsoever of the Contractor or any of its servants, agents or sub-contractors (which the Contractor agrees it shall be fully and solely liable and responsible for); and any enforcement or attempted enforcement by any of the Indemnified Parties of its rights or remedies against the Contractor.

6.4 The Company and its affiliates shall not be held liable for any special, punitive or consequential damages, etc (including lost or anticipated revenues or profits) arising from any claim relating to the agreement or any of the services or good provided.

7. GENERAL

7.1 The Contractor acknowledges that it is individually contracted to the Company as stated by way of letter pursuant to Clause 2.2 above and that the Company and its affiliates (where Clause 2.2 is applicable) shall be severally liable for the performance of their obligations under this agreement.

7.2 A person who or which is not party to these conditions shall not have any right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any provision of these conditions. Notwithstanding the foregoing, each of the Company's affiliates may enforce and rely on the relevant provisions of any of the Terms and Conditions in which it is expressed to have any rights, to the same extent as if it were a party to the Terms and Conditions, provided nevertheless that the term may be terminated and any term of the Terms and Conditions may be amended or waived by the Company and the Contractor without the consent of such affiliate.

7.3 In case any provision in these conditions shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of these conditions but these conditions shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

7.4 No failure on the part of either party to exercise, and no delay on its part in exercising, any right or remedy under these conditions will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

75 The Contractor shall not subcontract, assign, transfer or delegate any of its rights or obligations under these conditions or any part thereof without the Company's prior written consent, which consent may be given on such terms and subject to such conditions as the Company deems fit. Regardless of whether any consent is sought from the Company for any such subcontracting or delegation, the Contractor shall remain solely responsible to the Company for observing and complying with and the due performance of all its duties, obligations, undertakings, warranties and covenants set out in this agreement.

7.6 The Contractor will keep secret and will not disclose to any third party (except subcontractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the subcontract) all information given by the Company in connection with this agreement, or which becomes known to the Contractor through the Contractor's performance of this agreement. The Contractor will not mention the Company's name in connection with this agreement or disclose the existence of this agreement in any publicity material or other similar communication to third parties without the Company's prior consent in writing.

8 GOVERNING LAW AND DISPUTE

8.1 This agreement shall be construed in accordance with and governed by the laws of the Republic of Singapore and parties submit to the non-exclusive jurisdiction of the Singapore courts.