

CONDITIONS FOR THE PURCHASE OF GOODS

1 FORMATION OF CONTRACT

1.1 These conditions (“**Conditions**”) should be read together with the terms, instructions and specifications specified in our purchase order and any of our documents attached thereto (“**Purchase Order**”) in relation to the goods which are the subject of this order. These Conditions, the Purchase Order, the Supplier Code of Conduct as may be updated from time to time and which may be found at <https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf> (“**Supplier Code of Conduct**”) and the applicable terms of a contract (“**Contract**”) (if any) between the parties hereto for the goods which are the subject of this order covered by the foregoing documents (“**this Order**”) (if any) shall, unless otherwise expressly consented or agreed to by us, constitute the entire agreement between the parties hereto in relation to such goods, 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 you may purport to apply under any quotation, sales offer or similar document. In the event of any conflict between these Conditions and the Purchase Order, these Conditions will prevail. In the event of any conflict between these Conditions and the Contract, or the Purchase Order and the Contract, the Contract will prevail. In the event of any conflict between these Conditions and the Supplier Code of Conduct, or the Purchase Order and the Supplier Code of Conduct, or the Contract and the Supplier Code of Conduct, the Supplier Code of Conduct will prevail.

1.2 Nothing in these Conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled, in relation to the goods which are the subject of this order, by virtue of any statute or custom or any general law, local law or regulation.

1.3 The construction, validity and performance of these Conditions and this order shall be governed by the law of Singapore.

1.4 References to “we”, “our” and “us” are to the relevant SATS group company being the purchaser of the goods as stated in the Purchase Order, and references to “you” and “yours” are to the vendor supplying the goods as stated in the Purchase Order.

2 DELIVERY

2.1 In regard to performance of this order by you, time is of the essence. The goods shall be delivered on the date and at the place stated in the Purchase Order, and in accordance with the instructions in the Purchase Order and any other relevant terms of this order, during normal business hours unless previously arranged otherwise.

2.2 In the case of goods being shipped to us, the delivery of goods pursuant to this order shall be governed by Incoterms 2000 published by the International Chamber of Commerce. However, in the event that there is any conflict between the terms of this order and Incoterms 2000, the provisions of this order shall prevail. Without prejudice to any right of rejection arising under these Conditions, the goods shall be sold on a DDP basis, at the place of delivery stated in the Purchase Order.

3 SPECIFICATIONS, QUALITY TESTS, REJECTION AND WARRANTIES

3.1 The goods must conform in all respects with the standards, drawings, specifications and other requirements or descriptions stated in the Purchase Order. All goods must be of sound materials, workmanship and (where you are responsible for this) design and be free from any defects whatsoever, and shall be equal in all respects to relevant samples, or patterns provided by or accepted by us. You shall ensure that the goods are packed using adequate and the appropriate packing to protect the goods against dust, moisture and all the usual risks incidental to the transportation of the goods.

3.2 All of the goods must pass the acceptance or any acceptance test of our inspector and such acceptance shall be at the sole and absolute discretion of the inspector. Subject and without prejudice to the foregoing, we shall not be deemed to have accepted any goods until and after we have had a reasonable time to inspect the goods. We shall be entitled to reject all goods which do not conform completely in every respect with the terms of this order and in particular (but without prejudice to the generality of the foregoing) Conditions 3.1 and 3.5. Furthermore, if by the nature of the goods, any defects therein or any failure thereof to conform as aforesaid does not or would not become apparent (despite the carrying out of any examination and/or such tests) until after use, we may reject the same even after a reasonable period of use.

3.3 Any goods rejected under Condition 3.2 must at our request be replaced by you at your expense; alternatively we may elect (at our option) to cancel this order as provided in Condition 8.2(a) in respect of the goods in question and of the whole of the undelivered balance (if any) of the goods covered by this order. All rejected goods will be returned to you at your expense.

3.4 Our signature, given on any delivery note, or any other confirmation or documentation, presented for signature in connection with the delivery of the goods,

is evidence only of the number of packages received. In particular, it is not evidence that the correct quantity or number of goods has been delivered or that the goods delivered are in good condition or of the correct quality.

3.5 You will ensure that in all respects (except by way of design or specification where we have supplied the same) the goods delivered, comply with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law, which may be in force when the goods are delivered. In particular, without prejudice to the generality of the foregoing, all goods capable of use as, or in any way likely to be used in the preparing or packing of, food or any other goods for human consumption or for use upon the human body shall contain nothing rendering them unsuitable for their purpose and shall comply with all relevant requirements relating to their sale and composition and to the use of preservative or colouring matter or other additives therein.

3.6 You hereby warrant as follows:

(a) The goods delivered shall be free from defects for a period of not less than twelve (12) calendar months (or such other time period as may be stipulated by us) from the acceptance date of the goods. Any fault due to design, materials, workmanship or structural faults and/or the non-compliance of any other requirements which must be observed during this warranty period shall be made good by you at your own expense which shall include the cost of labour and replacement of goods/parts.

(b) You will immediately prior to delivery of the goods in accordance with this order have, and on such delivery shall be entitled to transfer and shall transfer, full legal and beneficial title to all the goods, free of all liens, charges, encumbrances and adverse claims as to title of any and every kind which may affect your ability to pass full legal and beneficial title of the goods to us.

(c) The transfer of title to the goods from you to us will not result in the imposition or creation of any encumbrances or adverse claims as to title of any kind whatsoever upon or with respect to the goods.

(d) The goods delivered to us pursuant to this order shall, at the time it is supplied and delivered, comply with the terms set out in Condition 3.1.

(e) You have obtained, at your own expense, all approvals, licences, permits, consents and authorisations as may be required from all relevant government authorities and/or agencies for the delivery of the goods to us pursuant to and in accordance with this order.

3.7 Each warranty given by you pursuant to Condition 3.6 is a separate and independent warranty. None of these warranties shall be limited by reference to any other warranty. You hereby acknowledge and agree that each of the warranties given by you pursuant to Condition 3.6 has been given to us as inducement for us to enter into this order with you, and that we have entered into this order in reliance on each of the warranties given by you pursuant to Condition 3.6.

4 PROPERTY, TITLE AND RISK

4.1 Property and title in the goods shall pass to us, when they are delivered in accordance with Condition 2.1. Risk shall only pass on acceptance in accordance with Condition 3.2. Such passing of property shall be without prejudice to any right of rejection arising under these Conditions, in particular (but without prejudice to the generality of the foregoing) under Conditions 3.1–3.5 inclusive.

4.2 Notwithstanding delivery of the goods, and without prejudice to any provision above, you shall be responsible for any damage to any goods during shipment or transportation arising out of inadequate packing or any reason whatsoever caused by you.

5 PRICES AND PAYMENT

5.1 Prices, payment terms and currency shall be those specified in the Purchase Order.

6 INSURANCE

6.1 Without prejudice to your obligations under these conditions, you shall, at our request and at your own costs and expense, procure within reasonable time, and maintain in force such insurances, with one or more reputable insurers, in respect of such risks as are customary in the industry, or as we may otherwise reasonably request.

7 LIABILITY & INDEMNITY

7.1 You shall indemnify us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which we may 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 ourselves or of any person for whom we are responsible) which shall have occurred in connection with any delivery or other work executed by you against this order, or shall be alleged to be attributable to some defect in the goods.

7.2 Should you use any personnel (including any employees, agents, subcontractors or other representative) to make any deliveries or execute any other work on our premises against this order, they shall be required to abide by the safety

rules and other relevant regulations laid down by us from time to time. This order is given on the condition that (without prejudice to the generality of Condition 7.1) you will indemnify us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which we may incur either at common law or by statute (other than as a result of any default or neglect of ourselves or of any person for whom we are responsible) in respect of personal injury to, or the death of, any such personnel while on our premises whether or not such persons are (at the time when such personal injury or deaths are caused) acting in the course of their employment.

7.3 You will indemnify us against any and all loss, costs, expenses and liabilities caused to us whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by you of the agreed terms of this order or of any terms or obligations on your part implied by the law or by any other statute or statutory provision relevant to this order or to the goods covered thereby. This indemnity shall not be prejudiced or waived by any exercise of our rights under Condition 3.3.

7.4 Whenever any sum of money is recoverable from or payable by you to us under these conditions or as a result of any breach by you of the same, such sum may, without prejudice to our other rights and remedies against you, be deducted by us from any sum then due or which at any time thereafter may become due to you under any other order or transaction placed or entered into by us with you.

7.5 We shall not be liable to you or any third party for any special, punitive, consequential, incidental or exemplary damages (including lost or anticipated revenues or profits relating to the same) arising from any claim relating to this order, whether such claims is based on warranty, contract, tort (including negligence or strict liability) or otherwise, even if we are advised of the possibility or likelihood of the same.

8 CANCELLATION

8.1 If either you or we are delayed or prevented from performing any of our obligations under this order, by circumstances beyond the reasonable control of either of us notwithstanding reasonable diligence, foresight and care (including without limitation any form of government intervention, strikes and lock-outs relevant to this order, or the breakdown of any plants concerned) such performance shall be suspended, and if it cannot be or is reasonably contemplated that it cannot be completed within a reasonable time after the due date as specified in or pursuant to this order, this order may be cancelled by either party. We will pay to you such sum as may be fair and reasonable in all the circumstances of the case in respect of goods delivered by you under this order prior to cancellation, and in respect of which we have received the benefit. This Condition can only have effect if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.

8.2 Subject to Condition 8.1, we reserve the right to cancel the whole or any part of this order or any consignment on account thereof, on the occurrence of any of the following events:

(a) if the order is not completed in all respects in accordance with the instructions and specifications stated in the Purchase Order and with the foregoing Conditions, in particular (but without prejudice to the generality of the foregoing) with Conditions 2.1, 3.1 and 3.5;

(b) if any mortgagee, chargee or encumbrancer takes possession or a receiver is appointed over a substantial portion of your property or assets;

(c) an order of court is made for your winding up or to place you under judicial management or a resolution is passed by your members for your winding up or liquidation;

(d) any distress or execution is levied or enforced in relation to a substantial portion of your assets;

(e) you cease, or threaten to cease, to carry on business or becomes insolvent; or

(f) if you commit any breach of any of the Conditions of this order and, in the case of a breach which is capable for remedy, fails to remedy the same within 15 days after receipt of a written notice from us giving full particulars of the breach and requiring it to be remedied.

8.3 In the event of our cancelling this order as to all or any of the goods covered thereby, (a) we shall be entitled to purchase and request delivery from a third party, a like quantity of goods of similar description and quality, or a reasonable alternative thereto, bearing in mind our need to take delivery of the goods by the date specified in the Purchase Order, and (b) you shall be liable to reimburse to us on demand all expenditure incurred by us in connection with our said cancellation, including any increase in the price of any replacement or alternative goods purchased, over that stated in the Purchase Order.

8.4 The cancellation of this order for any reason whatsoever shall not affect the accrued rights of either party or release either party from any liability which at the time of such cancellation has already accrued, or which thereafter may accrue, or affect the continuation in force of the provisions of these Conditions which are not expressed to be contingent upon the continuation in force of this order. The rights to cancel this order given by this Condition 8 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

9 CONFIDENTIALITY

9.1 You 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 us in connection with this order, or which becomes known to you through your performance of work under this order. You will not mention our name in connection with this order or disclose the existence of this order in any publicity material or other similar communication to third parties without our prior consent in writing.

10 NOTICES

10.1 All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and may be delivered personally or sent by prepaid registered post with recorded delivery, addressed to the intended recipient thereof at its address set out in the Purchase Order (or to such other address as a party may from time to time duly notify the other in writing). Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally) immediately or (if given or made by letter to an address within Singapore) two (2) days after posting and in proving the same it shall be sufficient to show that personal delivery was made or that the envelope containing such notice was properly addressed as a prepaid registered delivery letter.

11 GENERAL

11.1 You shall not subcontract, assign, transfer or delegate any of your rights or obligations under these Conditions or any part thereof without our prior written consent, which consent may be given on such terms and subject to such conditions as we deem fit. Regardless of whether any consent is sought from us for any such subcontracting or delegation, you shall remain solely responsible to us for observing and complying with and the due performance of all your duties, obligations, undertakings, warranties and covenants set out in this order and the Purchase Order.

11.2 Conditions 1, 3.2, 3.6(a), 7, 8, 9, 10, 11 and 12 shall survive any cancellation of this order and shall remain in full force and effect as between the parties insofar as the same are not fulfilled or insofar as the same are required to be observed and performed by either party.

11.3 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.

11.4 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.

11.5 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.

11.6 No variation to these Conditions shall be binding unless agreed in writing between both parties' authorised representatives.

11.7 You shall comply with all laws and regulations.

11.8 You shall in your collection, processing, disclosure or other use of Personal Data (as defined in the Personal Data Protection Act of 2012 ("PDPA")), for any purpose arising out of or in connection with these Conditions, Purchase Order, Contract and/or this Order, adhere to the requirements of the PDPA.

11.9 You shall not, and shall ensure that your officers, servants and agents, at any time, does not, directly or indirectly offer or give or agree 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 these Conditions, Purchase Order, Contract and/or this Order, or for showing or forbearing to show favour to any person in relation to these Conditions, Purchase Order, Contract and/or this Order, whether or not such action shall comprise an offence under Chapter IX of the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241).

12 DISPUTE RESOLUTION

12.1 These Conditions shall be governed by the laws of Singapore. Any dispute arising out of or in connection with these Conditions, including any question regarding the existence, validity or cancellation of this order, shall be referred to and finally resolved by the courts of Singapore.

13 ELECTRONIC DATA INTERCHANGE

13.1 You may be required by us to sign up with SESAMI for transactions that will be performed by way of electronic data interchange, in which case, you shall bear all such costs and expenses relating thereto.