

## 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:

the “Company” shall refer to SATS Catering Pte Ltd, Company Registration No. 198500562G, Country Foods Pte Ltd and/or Singapore Food Industries Pte Ltd.

the “Contractor” shall refer to the successful supplier for the Items, to whom SATS has issued an award letter/ Purchase Order (as the case may be) in respect of the supply and delivery of the Items.

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 an award letter and/or a Purchase Order.

the “price” shall refer to the price of the Items accepted by the Company and as indicated in the award letter/ Purchase Order (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 award letter/ Purchase Order (as the case may be) in respect of such quotation to the Contractor.

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 QUANTITY AND PRICE**

1.1 The Contractor will 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 Where the Items comprise foodstuff, if the Contractor sorts raw materials and food items at the Company’s premises on any particular day notwithstanding Clause 2.3, the total price payable to the Contractor for all the Items delivered to the Company on that day shall be discounted by 2%.

#### **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. The Company may by giving the Contractor at least 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 and for the avoidance of any doubt, any of the SATS group of companies may request the Contractor and the Contractor shall be obliged to supply the Items at any other quantity at the same price to that company under

the SATS group of companies. That company will give the Contractor not less than one month's prior written notice thereof. The Contractor understands and agrees that that company under the SATS group of companies is not obliged to purchase the estimated quantity in the said written notice and failure to do so will not entitle the Contractor to any claims whatsoever against that company.

2.3 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.

2.4 All Items that require refrigeration must be transported to the Company and or to any company under the SATS group of companies if Clause 2.2 is applicable under appropriate temperatures in refrigerated trucks. All Items must be delivered to the Company and or to any company under the SATS group of companies if Clause 2.2 is applicable on such dates and times and at such location(s) as specified by the Company and or the company under the SATS group of companies if Clause 2.2 is applicable. 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.

### **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 its rights, powers 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 Items delivered must conform to the specifications set out in this agreement, and must be hygienically packed, of good quality, reliable and (where the Items comprise foodstuff) fit for consumption. The Company may regardless of any acknowledgement of acceptance signed by SATS'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 receipt section at the location set out in Clause 1.2(a); or
- (b) when prepared for use at SATS' respective premises; 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 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 under Clause 4.1/4.2 herein. 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, 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 specified in the Company' purchase order, failing which the Contractor shall pay the Company liquidated damages in the following amounts:

- a) one percent (1%) of the first fifty thousand Singapore dollars (S\$50,000) in respect of the aggregate price of the quantity of the Items due for delivery and not delivered on time, per day or part of a day of delay in delivery or non-delivery; plus
- b) one half percent (½%) of the next two hundred thousand Singapore dollars (S\$200,000) of the aggregate price of the quantity of the Items due for delivery and not delivered on time, per day or part of a day of delay in delivery or non-delivery; plus
- c) one quarter percent (¼%) of the remaining amount of the aggregate price of the quantity of the Items due for delivery and not delivered on time, or one hundred Singapore dollars (S\$100), whichever is the higher, per day or part of a day of delay in delivery or non-delivery.

4.2 In addition to its rights under Clauses 3.3 and 5.1, the Company may without further reference to the Contractor purchase from other sources the quantity of the Items which has not been supplied on the date and/or within the time specified under this agreement or has been rejected by the Company, and the Contractor will reimburse to the Company on demand the price difference if the Items acquired from other sources costs more than the price, as well as the price if already paid by the Company as well as any additional costs (which include but is not limited to any penalties, charges, fees or levy imposed on the Company). In the alternative, at the Company's option, the Company may deduct such price and price difference from amounts due and unpaid to the Contractor by the Company. For the avoidance of doubt, in the event the Company is unable to purchase from other sources the quantity or quality of Items required, 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 look to the Contractor for all additional costs incurred (which include but is not limited to any penalties, charges, fees or levy imposed on the Company) in purchasing the same or similar or the next best alternative products. The Company shall not pay the Contractor the difference in price if the Items or the same or similar or the next best alternative items cost less when purchased from elsewhere.

#### **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 their 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 their 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 their customer's (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 their customer (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 their customer.

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

4A.5 Notwithstanding Clause 8, the Contractor further understands and agrees any breach of this Clause could cause the Company and or their 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 their customer shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction restraining the Contractor from breaching the terms hereof. No such remedy, however, shall be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available at law or equity to the Company and or their 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 against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the Company or the SATS group of companies 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 the Company or the SATS group of companies or of any person for whom the Company and the SATS group of companies are responsible) which shall have occurred in connection with any delivery or other work executed by the Contractor against this order, 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 on the Company, the SATS group of companies' premises against this order, they shall be required to abide by the safety rules and other relevant regulations laid down by the Company the SATS group of companies from time to time. This order is given on the condition that (without prejudice to the generality of Condition 6.1) the Contractor will indemnify the Company and the SATS group of companies against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the Company and the SATS group of companies may incur either at common law or by statute (other than as a result of any default or neglect of the Company or the SATS group of companies or of any person for whom the Company and the SATS group of companies are responsible) in respect of personal injury to, or the death of, any such personnel while on the Company and the SATS group of companies' 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.

6.3 The Contractor will indemnify the Company and the SATS group of companies against any and all loss, costs, expenses and liabilities caused to the Company and the SATS group of companies whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by the Contractor or its employee, agent or subcontractor 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 the Company's rights under this agreement.

6.4 The Company and the SATS group of companies 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 SATS Catering Pte Ltd, Country Foods Pte Ltd and/or Singapore Food Industries Pte Ltd respectively or otherwise as stated by way of letter pursuant to Clause 2.2 above and that SATS Catering Pte Ltd, Country Foods Pte Ltd and/or Singapore Food Industries Pte Ltd or such other SATS group of companies (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.

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.

7.5 The Contractor shall not subcontract, assign, transfer or delegate any of its 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 SATS deem 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 order, or which becomes known to the Contractor through the Contractor's performance of work under this order. The Contractor will not mention the Company's 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 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 exclusive jurisdiction of the Singapore courts.