

**SINGAPORE AIRLINES LIMITED
COMMERCIAL SUPPLIES DEPARTMENT**

TERMS AND CONDITIONS FOR SUPPLY TO SINGAPORE AIRLINES LIMITED

DEFINITIONS

In the Tender and Contract, the following words and expressions shall have the meanings stated hereunder except where the context otherwise requires.

“Agreement” shall have the same meaning as that in Clause 9.

“Agreement Period” shall have the same meaning as that in Clause 10.

“Company” means [Singapore Airlines Limited] and shall include its assigns and successors in law and its duly authorized representatives.

“Contract” shall mean and comprise the following:

- (a) The Tender
- (b) All exchange of correspondence between the Company and the Supplier
- (c) Letter of Award by the Company to the Supplier
- (d) The Guarantee (Security Deposit) duly executed
- (e) Form of Agreement duly executed
- (f) Purchase order(s)

“Products” means the goods to be supplied and/or services to be rendered that are specified in Tender Document

“Purchase Order” shall have the same meaning as that in Clause 16.

“Supplier” means the person or persons, firm or body corporate or incorporate submitting a Tender.

“Tender” means the Tender or Quotation Document duly completed and submitted by the Supplier to the Company.

“Tender or Quotation Document” shall mean and comprise the following:

- (a) Letter inviting Supplier to tender
- (b) Terms and Conditions for Supply to Singapore Airlines Limited
- (c) Specifications on item/service required together with Bid Form
- (d) Instructions on the completion of the tender or quotation submission (as may be applicable)
- (e) Interested Party Declaration
- (f) Declaration of participation by relatives/associated companies
- (g) Suppliers’ Code of Conduct
- (h) Any other document / drawings that are to be submitted as part of the Tender

1 TERMS OF APPLICATION

- 1.1 Application by Supplier constitutes acceptance by Supplier of all terms and conditions printed on this form and all other annexes which are attached.

2 ITEM & REQUIREMENT

- 2.1 Details of the Products are listed in the Tender annexes. The annual requirement is an estimate only and the Supplier is required to make available the quantity when required.
- 2.2 All Products covered by this Terms and Conditions for Supply to Singapore Airlines Limited shall conform to the specifications set forth in the Agreement and shall be merchantable, of good material and workmanship, and free from defect for a period of at least twelve (12) months or otherwise specified, from the date of receipt by the Company of the Products.
- 2.3 The Products shall meet the requirements set out by law and regulations in the countries where the production, transportation, sales and delivery of the Products take place. The Products shall meet the technical, environmental, and market standards that the Supplier and Company have agreed on, including what follows from established practice between the Supplier and Company, or otherwise from good and generally accepted commercial or technical practice.
- 2.4 Supplier acknowledges that it knows the Company's intended use and expressly warrants that Products covered by this Terms and Conditions for Supply to Singapore Airlines Limited will be supplied to be fit and sufficient for the particular purpose intended by the Company. The Products contained in any shipment or delivery made by the Supplier to the Company, are hereby guaranteed, as of the date of such delivery, (i) to not be adulterated or misbranded within the meaning of the relevant laws, standards, codes, regulations and/or legislation (the "Act") and (ii) to be in compliance with all applicable local laws.
- 2.5 Upon the request of the Company, the Supplier shall replace, at its own expense, or refund the full purchase price for any Product which is defective or fails to conform in any way to the warranty above. This warranty shall control insofar as the same may conflict with any warranty or limitation on warranty set forth in the Agreement.

3 BID PRICE

- 3.1 The pricing for the goods to be supplied or services to be rendered shall be exclusive of any Goods and Services Tax ("GST"), i.e, bids quoted in the Tender do not include any GST component. Suppliers must also indicate whether they will be charging the Company any GST for the supply.
- 3.2 Notwithstanding this Terms and Conditions for Supply to Singapore Airlines Limited, and any statement or information of any description contained herein, the Supplier shall inform himself on all matters necessary for compliance with and completion of the Supplier and in all matters whatsoever that might in any way affect the prices quoted by him.
- 3.3 Any neglect or failure whatsoever on the part of the Supplier to obtain any necessary and reliable information shall not relieve him from any risks or liabilities for the completion of the Contract. The Company shall not be liable for any damages whatsoever for any inaccuracy whatsoever on site/store information.

- 3.4 The Company will not entertain any negotiation on price once a proposal has been submitted. The price bided shall be treated as the last price the Supplier is prepared to offer. Suppliers shall therefore quote their best and last price.
- 3.5 If the Company changes the specifications after the Tender has been called, and such change may have an effect on price, the Company may under such circumstances negotiate the price.

4. COMPLIANCE WITH TERMS AND CONDITIONS

- 4.1 The Supplier is required to complete the Bid Form by entering the Tender prices and other particulars in the space provided. Suppliers must insert the words 'No Quote' against item not quoted. No space in the Bid Form should be left blank. Suppliers shall sign and affix their company's stamp on the bottom right-hand corner of every page of Bid Form.
- 4.2 Supplier shall not submit any standard selling policies, general conditions and/or any other form of its standard terms and conditions as part of the Tender (the "Supplier Standard Conditions"). The Company shall not be bound by any standard or printed terms furnished by the Supplier in any of its documents. For the avoidance of doubt, in the event that the Supplier submits its' Supplier Standard Conditions with the Tender, the Company's terms and conditions attached to the Tender shall prevail, unless such Supplier Standard Conditions are acknowledged in writing by the Company.

5. NO PRICE INCREASE

- 5.1 The Supplier shall not increase its prices during the Agreement Period. For avoidance of doubt, the Agreement Period includes the optional year(s) extended unless the Agreement specifies otherwise. Any increase in the Supplier's costs of production or in any other aspect shall not be passed on to the Company by way of an increase in the awarded price or a change in the Products.

6 VALIDITY PERIOD

- 6.1 The Supplier's offer shall be valid for a period of six (6) calendar months from the closing date of the Tender. On expiry of the Tender, the Supplier shall, if the Company so requires, extend the validity of the offer for a further period to be mutually agreed upon.

7 ACCEPTANCE OF BID

- 7.1 The Company reserves the right to, in whole or in part (a) accept, reject, and/or seek clarification on, any submitted Tender from any Supplier; (b) extend the closing date and/or time of this tender; and/or (c) require re-submission of revised Tender from any Supplier, in its sole and absolute discretion. The Company shall not be bound to accept the lowest or any quote, and shall not be liable for any claim for whatever costs which may be incurred in the preparation of the Tender. The Company reserves the right to accept the whole or part of the Tender.

- 7.2 The Supplier shall not withdraw its Tenders or adjust the tender prices after the tender closing date. Any Supplier who does so, may, in addition to any remedies which the Company may seek against it, be debarred from tendering for all Company related contracts.

8 SECURITY DEPOSIT (applicable to contracts above SGD50,000 annual value)

- 8.1 The Supplier shall, no later than [fourteen (14) days] from the date of the letter of award, pay to the Company, a security deposit in Singapore dollars ("SGD") the equivalent of five percent (5%) of the contract value. If the security deposit is below SGD two thousand (2,000), the amount shall be paid by a crossed cheque (for local suppliers only) or bank draft (for local and overseas suppliers) made out in favour of the Company. If the deposit is more than or equal to SGD two thousand (2,000), Supplier shall provide a banker's guarantee from a bank to be approved by the Company, in the Company's standard format (as attached in the Tender), and duly stamped, if required by law, or in such other form that the Company may approve. This security deposit shall be retained by the Company for the duration of the contract and shall, after damages, if any, have been deducted, be refunded in SGD to the Supplier at the end of the contract. No interest shall be paid on the security deposit and any gain or loss resulting from currency exchange shall be borne by the Supplier.

9 CONTRACT

- 9.1 The Supplier shall enter into a contract (with this Terms and Conditions for Supply to Singapore Airlines Limited and all other forms and annexes relevant to the Tender forming the general framework of the Agreement) within two (2) weeks from the date of the letter of award (the "Agreement"), failing which, the Company reserves the right to (i) award the contract to another Supplier and/or (ii) debar the Supplier from tendering for all Company related contracts in future. The Agreement shall commence with effect from the date when the Agreement is signed between the Company and the Supplier or commencement date of the Agreement Period whichever is earlier.

10 DURATION OF AGREEMENT

- 10.1 The Agreement, if awarded shall be in force for a period of twenty-four (24) months unless otherwise stipulated in the Tender Annexes. The Company reserves the right to extend the Agreement for a further period on the same terms and conditions of the Agreement including the price.

11 TERMINATION OF AGREEMENT

- 11.1 The Company may terminate the Agreement for convenience, by giving the Supplier no less than three (3) months' notice in writing. The Supplier shall, however, be bound to accept orders for the supply of Products until the expiry of the notice. All orders received during the notice period must be completed by the Supplier in accordance with provisions of the Agreement.
- 11.2 The Company may immediately terminate the Agreement in the event (i) the Supplier defaults in the performance of the Agreement or (ii) otherwise breaches the

Agreement. For the avoidance of doubt, no notice period is needed where the Company terminates the Agreement due to default or breach by the Supplier.

- 11.3 The Company may also terminate the Agreement by giving the Supplier a notice period of one (1) month if the Company has reason to believe that the Supplier has employed, or intends to employ, any employee/ex-employee of the Company, which may result in a potential conflict of interest.

12 ASSIGNMENT OR TRANSFER

- 12.1 The Company may assign or transfer the whole or any part of the Agreement to a subsidiary or associate company of the Company.
- 12.2 The Supplier shall not assign or transfer the whole or any part of the Agreement without the prior consent of the Company. Consent by the Company to such assignment in one instance will not constitute consent to any other assignment.

13 NOVATION OF AGREEMENT TO THIRD PARTY

- 13.1 Upon notification in writing by the Company at any time, the Supplier shall novate the Agreement to any third party that the Company may select. The Supplier shall execute and do all such further acts, including, but not limited to, the execution of a novation agreement amongst the Supplier, the Company, and the third party

14 NO SEPARATE AGREEMENT FOR DELIVERY PERIOD NOT EXCEEDING THREE MONTHS

- 14.1 For purchases where no Agreement has been signed and where the delivery period does not exceed three (3) months, the terms and conditions in the Tender documents shall constitute an Agreement between the Company and the Supplier.

15 DUTIES AND TAXES

- 15.1 Any duty and other taxes levied or payable pursuant to the Agreement shall be borne by the Supplier.

16 ORDERING PROCEDURE & DELIVERY

- 16.1 The Company may place orders for the Products ("Purchase Orders") as it deems necessary in writing, by telefax or, by electronic means such as e-mail or electronic data interchange. Each Purchase Order shall set forth the quantities ordered, the applicable price, required delivery dates, shipping instructions and shipping addresses for all Products ordered hereunder. Supplier shall accept and confirm Purchase Orders for Products using the same means by which Company delivered the applicable Purchase Order within three (3) working days upon receipt of the Purchase Order. If the Supplier fails to give such acknowledgement, Company shall be entitled to revoke the Purchase Order.
- 16.2 The Supplier shall deliver the Products by the target delivery date specified in the Company's Purchase Orders. The terms of delivery shall be interpreted in

accordance with prevailing INCOTERMS at the times and locations specified in the Purchasing Order.

- 16.3 Time is of the essence as to Supplier's performance in all respects under the Agreement and delivery of goods must be made within the stipulated date/dates as stated in the Company's purchase orders. A grace period of up to seven (7) days may, at the company's discretion, be granted for late deliveries (Sundays and Public Holidays inclusive) after which the Supplier will be liable to pay to the Company, liquidated damages as set out herein.
- 16.4 Unless otherwise agreed in the Purchase Order, the terms of delivery shall be Delivered At Place (DAP). Should the Supplier find that the delivery date agreed to cannot be met, the Supplier shall immediately notify the Company in writing, stating the cause of the delay and a best estimate of when delivery can be made. Such notification shall not limit the Supplier's liability according to the Agreement, including this Terms and Conditions for Supply to Singapore Airlines Limited, and the Purchase Order with enclosures, or applicable law. Title to, liability for, and risk of loss of all Products sold hereunder shall remain with Supplier until delivery, whereupon title to, liability for and risk of loss shall pass to the Company.
- 16.5 The Company shall be entitled to inspect the Products and the production thereof, including the quality assurance system, at the premises of the Supplier. Based upon its inspection and testing at its ultimate destination, the Company may reject any shipment or part thereof which in the discretion of the Company does not meet all of the Specifications or any other term or condition of this Agreement. The Company shall not be deemed to have accepted any shipment of Products and the Company shall be entitled to a refund of the purchase price (including the cost of transporting the Products from the Purchase Order delivery point to Company's final inspection point) paid for any shipment of Products which are rejected. Inspection of Products by Company shall not constitute acceptance of any work-in-progress or of any finished goods. Further, payment for non-conforming Products shall not constitute acceptance of such Products, shall not limit or impair the right of Company to assert any legal or equitable remedy, and shall not relieve Supplier of the responsibility for latent defects. In the event Supplier delivers to destination and the case quantity does not match the Purchase Order and no damages are notated on the delivery documents, the Supplier will be held responsible for shortages. Any overages may be returned at the Supplier's cost.
- 16.6 The Products ordered must be delivered to any delivery point/points in Singapore and/or in other countries as specified by the Company upon issue of the Purchase Orders to the Supplier. The Supplier shall be responsible for all delivery costs and expenses including but not limited to freight, insurance, etc.
- 16.7 All orders received during the Agreement Period must be completed by the Supplier at the Agreement price notwithstanding that delivery is to be made after the expiry of the Agreement.
- 16.8 The estimated annual quantity shall be delivered upon the issue of purchase orders as and when required during the term of Agreement.

17 LIQUIDATED DAMAGES

- 17.1 All delays will be subject to payment by the Supplier of liquidated damages of one percent (1%) per calendar week, in respect of the total value of the quantity due for

delivery, up to a maximum of ten percent (10%) of the contract value. If there are three (3) or more occasions of delay occurring in a rolling twelve (12)-month period, the liquidated damages will be five percent (5%) per calendar week, in respect of the total quantity due for delivery, up to a maximum of twenty percent (20%) of the contract value. Such payment will be without prejudice to any other rights or remedies that the Company may have hereunder or at law including the right to terminate the contract immediately by giving written notice to the Supplier.

- 17.2 Notwithstanding any other provision to the contrary contained in the Agreement, the Company may, at any time and from time to time, without notice to the Supplier, set off and deduct from any and all amounts payable to the Supplier (whether under the Agreement or any other agreements), any and all sums that may be due and owing by the Supplier to the Company, or its related or associated companies (including without limitation, any liquidated damages payable under any of the clauses of the Agreement, or any amounts previously overpaid to the Supplier).

18 PURCHASES IN DEFAULT FROM ALTERNATIVE SOURCE(S)

- 18.1 On expiration of the deadline, grace period (if any) for delivery of the Products and/or on expiry of the normal delivery lead time for replacement of defective goods and/or rectification of any type of defects, or any written confirmation of a potential delay by the Supplier, the Company may, without any further notification to the Supplier, purchase any Product which may function in an equivalent manner as the Product which has/have not been supplied and/or replaced/rectified from other source(s) and recover damages (including but not limited to the price difference) from the Supplier. For the avoidance of doubt, should the price charged by the alternative source(s) be lower than that charged by the Supplier, the Supplier shall not be entitled to claim the price difference from the Company.
- 18.2 Such purchases in default shall be made as many times as necessary to prevent disruption of supplies.
- 18.3 If purchases are made in default, then liquidated damages shall also be charged based on the period of delay between the date on which the delivery was supposed to have been made by the Supplier (including grace period, if any), and the date on which the delivery was actually made by the alternative source(s).

19 PACKING AND PACKAGING

- 19.1 The Products must be suitably packed and packaged for seafreight or airfreight depending on the applicable transport mode in accordance with the Company's specifications, and/or standard trade practices, and/or any other mandatory requirements.
- 19.2 The Supplier is liable for damages resulting from inadequate packing and packaging. Packaging to be used for foodstuff or other perishable items shall comply with the hygiene, and sanitary legal requirements and regulations in force at the country of origin and destination country. All packaging shall bear the expiry date of the Products, if applicable.

20 QUALITY AND REJECTION OF ITEMS

- 20.1 The quality of the Products shall be in accordance with the approved sample and/or specifications accepted by the Company at the time of tender. No alterations to such specifications may be made without the prior written consent of the Company.
- 20.2 The Company may conduct random quality checks on the Products using the Company's resources or external professional services. If the Products checked do not meet the quality standards of the Company, the Company may conduct further checks up to one hundred percent (100%) of the items delivered, to ascertain the quality (at the sole discretion of the Company). The Supplier shall reimburse the Company the costs of conducting such checks, which include, but are not limited to, manpower, professional fees, time, and other materials, which the Company expends to conduct such quality checks. The Company shall, upon written notice to the Supplier, deduct or set off such costs from the Supplier's security deposit and/or outstanding invoices with the Company.
- 20.3 The Products supplied shall be safe for human use and/or consumption, and shall not contain any harmful, banned or restricted substances. If any Products, supplied under the Agreement contain any harmful, banned or restricted substances, it shall constitute a breach of the Agreement. The Supplier shall be obliged to replace the Products at no additional cost to the Company, and the Supplier shall be liable for any and all damages and costs to the Company arising from this breach.
- 20.4 If the Products fail to meet the stipulated specifications and/or workmanship, or is not satisfactory in the opinion of the Company ("Defective Products"), the Company may reject the Defective Products wholly or in part, and returned at the Supplier's risk and expense. In such cases, the Supplier shall be obliged to replace the Products with Products that are free from defects within one (1) week from the date of rejection without any additional charge to the Company, unless the Company cancels the purchase, wholly or in part. If the Company had pre-paid for the Products, the Company shall be entitled to a full refund of the defective products. The Supplier shall be liable for any and all damages and costs to the Company arising from this breach.
- 20.5 Should the Products have a defect which causes damage to persons or to property other than such Products, the Supplier shall indemnify and hold Company harmless for any and all such damage that is incurred by the Company as a result of such defect.
- 20.6 In the event of a recall of one or more, or any portion of, the Products by any Governmental Authority or by the Supplier or the Company's customer, the Supplier shall be liable, and shall indemnify and hold harmless the Company, for all associated claims, including, but not limited to: (a) all costs of removal, shipment, replacement of Products, and the repacking of finished goods in connection with such recall; (b) all administrative charges incurred in connection with such recall; and (c) all attorneys' fees incurred in connection with such recall.

21 WARRANTY

- 21.1 The Supplier warrants that the Products supplied fully conforms to the order made and the Company's specifications, and that the Products are suitable for the use for which they were intended, and are free from any defects whatsoever.

- 21.2 The Supplier guarantees that the Products supplied under the Agreement will be free from any defect in manufacture, or any defect arising out of faulty materials or workmanship for a period of twelve (12) months (or otherwise specified in the Agreement) from the date of receipt of the Products by the Company from the Supplier.
- 21.3 If the characteristics of the quality of the Products are not specified in the part number and/or description, the Products shall be of the best commercial quality. Products in respect of which a specific warranty is requested shall be accompanied by the relevant certificate(s).
- 21.4 In case of any minor defect and/or discrepancy which does not jeopardize the final use of the Products, the Company has the right, at its sole discretion, to request a correction of such a defect and/or discrepancy from, and at the expense of, the Supplier, or to request for a reduction of the price payable for the Products with the defect and/or discrepancy.

22 INTELLECTUAL PROPERTY RIGHTS

- 22.1 The drawings, samples, models, equipment, sketches, photographs, printing plates supplied ("Company Materials") or approved by the Company shall not be copied, transferred to third parties or used in any manner whatsoever contrary to the provisions of the Tender and the Agreement. Upon completion of the last delivery to the Company, the above Company Materials shall be returned to the Company with immediate effect.
- 22.2 The Supplier agrees that all copyrights, goodwill, patents, know-how, trade secrets and other intellectual property rights ("Intellectual Property Rights") whether now known or hereafter becoming known and comprised or subsisting in the Company Materials, any derivative materials, and the confidential information as well as any and all other materials provided to the Supplier by the Company, or created or developed by the Supplier exclusively for the Company, in connection with or for the purposes of the Agreement are and will be the sole and absolute property of the Company and the Supplier hereby assigns to the Company all its Intellectual Property Rights in respect thereof, in accordance with the Agreement.
- 22.3 Notwithstanding clause 22.2, should the Supplier have and/or acquires the Intellectual Property Rights, the Supplier is deemed to have irrevocably assigned and transferred the same to the Company free from any requirement on the part of the Company to pay any fees. Further and if required by the Company and at the cost of the Company, the Supplier will execute and deliver to the Company all relevant documents or assignments and transfer in respect of the Intellectual Property Rights and the documents will be in such form as may be required by the Company in this regard.
- 22.4 Further, if any such Intellectual Property Rights cannot be assigned to the Company and cannot be waived, the Supplier hereby grants to the Company an exclusive, perpetual, worldwide and royalty-free license to use, apply and otherwise exploit the Intellectual Property Rights and to extend sub-license (through any number of tiers or sub-license) in and to the same. This clause is without prejudice to and does not limit the extent of the Supplier's obligations herein provided that nothing in the above clause or this clause is intended to confer on the Company any intellectual property rights which belong to or are vested in:

(i) the Supplier prior to the commencement of the Agreement, any such rights created independent of the provision of Products under the Agreement including all software, tools, processes, utilities and methodologies belonging to the Supplier and used in the provision of the Products, even if such intellectual property or any part thereof is incorporated into or forming part of the material developed for the Company;

(ii) any alterations, modifications, enhancements or customization made to any of the above in the item(s) in the course of provision of the services hereunder; and

(iii) any third party software as set forth in any license extended by any such Supplier.

22.5 The Supplier further agrees not to:

(i) make claims or assist any third party in any claim to the Intellectual Property Rights;

(ii) do or permit any act to be done which is likely to prejudice any rights of the Company in and to the Intellectual Property Rights; and

(iii) do or permit to be done any act or thing which is likely to jeopardize or invalidate any rights of the Company in and to the Intellectual Property Rights.

22.6 The Supplier fully covenants to the Company that the supply of the Products has not been and will not be produced in infringement of any intellectual property right including patent, trade mark or copyright and the Supplier shall indemnify and hold the Company, its servants and agents free and harmless from any prejudice, damages and expenses, including legal expenses incurred as a result of claims or legal proceedings brought against the Company, its servants or agents in connection with the foregoing.

22.7 If any legal proceeding is instituted for an alleged infringement of Intellectual Property Rights, the Company reserves the right to cancel immediately all Products yet to be accepted by the Company and/or to purchase all such Products from elsewhere without prejudice to all or any of the Company's rights in the Agreement.

23 EXCLUSIVITY OF ITEMS

23.1 The Supplier will not dispose any Product which carries the Company's logo, logo type, name or any other registered or unregistered trademark of the Company which is exclusively designed/produced for the Company, to a third party through sale, gift or any other means.

24 PLACEMENT OF VENDOR'S/MANUFACTURER'S NAME, BRAND NAME AND LOGO

24.1 Unless instructed or mutually agreed upon in writing, the Supplier will in no way display its company's name, logo, brand name or any other representation on the Products under the Agreement.

25 PROVISION FOR BACK-UP STOCK

- 25.1 To ensure a continuous supply of the Products to the Company, the Supplier will be required to hold at least one and a half (1½) months' stock at any one time in their warehouse to meet the Company's urgent requirement. This one and a half (1½) months' stock is part of the estimated annual quantity and it is not in addition to the estimated annual quantity. The Company, however, will not be responsible for either the expenses arising out of the provision and maintenance of such warehousing facilities or the security of goods contained therein. The Company will, upon expiry or termination of the Agreement, undertake to accept the balance of these stocks, if any, provided that there has been no breach of any of the terms of the Agreement and that such balance stocks are not in excess of the one and a half (1½) months' stock.
- 25.2 If the Supplier fails to hold one and a half (1½) months of stock in its premises at any one time, the Company reserves the right to purchase the equivalent quantity of stock from another supplier to build up the required stockholding. The cost of purchases and the expenses incurred will be debited to the incumbent Supplier's account or paid by the Supplier to the Company, at the sole discretion of the Company.
- 25.3 The purchase to build up this stockholding will be made as many times as is necessary to maintain the one and a half (1½) months' stockholding.

26 SPARE PARTS (WHERE APPLICABLE)

- 26.1 The Supplier hereby guarantees that spare parts necessary for the efficient working of the equipment shall be made readily available for a period of ten (10) years.
- 26.2 The Supplier shall not be relieved of its obligations should there be a transfer or change of agency for any reasons whatsoever.

27 TERMS OF PAYMENT

- 27.1 The Company will pay the Supplier within forty-five (45) days of receipt of the Supplier's invoice or upon receipt of the Products by the Company whichever is the later. Invoices shall be submitted in accordance with any Purchase Order or instructions by the Company, and shall be submitted together with the Purchase Order and/or such information as the Company may reasonably require to support the amount invoiced therein. The Company has the right to reject any invoice deemed incomplete. If the Company disagrees with any item in the invoice(s), the Company may withhold payment on these items until a resolution is reached with the Supplier. Disputed invoice(s) shall not be considered due until the dispute has been resolved or the relevant invoice(s) corrected. Payment by the Company shall be without prejudice to any claims or rights that it may have against the Supplier, and shall not constitute a waiver by the Company of any of its rights.

28 INDEMNITY

- 28.1 The Supplier hereby agrees to defend, indemnify and hold harmless the Company and each of their respective directors, officers, employees, agents, and affiliates and any person or entity directly or indirectly employed by any of them (collectively, the

“Indemnified Parties,” and individually, an “Indemnified Party”) from and against all liabilities, losses, claims, damages, settlement costs, demands, fines, civil penalties, judgments, and expenses (including, but not limited to, interest, court costs and attorneys’ fees) (collectively, “Losses”) which in any way arise out of or result from any act(s) or omission(s) by Supplier or by Supplier’s directors, officers, employees, agents, affiliates or any person or entity directly or indirectly employed by Supplier or for whose acts Supplier may be liable, in the performance or nonperformance of Supplier’s obligations under any Purchase Order and/or the Agreement.

29 LIABILITY FOR DAMAGES

- 29.1 The Supplier shall be liable for damages of any kind whatsoever suffered by any person and/or property of the Company, its servants or agents or third parties, during and as a result of any service to be performed in the premises or offices of the Company caused by the Supplier's employees, agents, servants or their representatives.

30 INSURANCES

- 30.1 Pursuant to the liability and indemnity provisions of clause 28 and clause 29 herein, the Supplier shall procure and maintain adequate insurance cover for the items/services provided under the Agreement and such insurance shall name the Company as an additional insured with a waiver of all the insurers’ rights of subrogation against the Company.
- 30.2 The Supplier shall furnish, as and when required by the Company, certificates of insurance evidencing the above.

31 ANTI-CORRUPTION/ANTI-BRIBERY REPRESENTATIONS AND WARRANTIES

- 31.1 The Supplier represents and warrants that it is in compliance with all laws of those countries in which it operates, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this agreement. The Supplier further represents and warrants that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (3) secure any improper advantage.
- 31.2 The Supplier agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the Company. If, after consultation by the parties to the Contract, any concern cannot be resolved in the good faith and reasonable judgment of the Company, then the Company, on written notice to Supplier, may withdraw from or terminate this agreement.
- 31.3 The Company shall have the right to terminate this agreement, and the Contract if Supplier breaches this, or any other, representation, warranty or undertaking set forth in this agreement, and/or the Contract.

32 MEDIATION

- 32.1 Any dispute, controversy or difference will first be referred to the Singapore Mediation Centre within fourteen (14) days from the time it arises, in accordance with the Mediation Procedures, unless any party serves a written notice ('the Notice') on the other party and the Singapore Mediation Centre stating that it will not submit the matter to mediation, or that it will submit the dispute for arbitration or litigation. The parties will participate in mediation in good faith and will abide by the terms of any settlement reached.
- 32.2 The right to arbitration or litigation arises when one party serves the Notice on the other party and the Singapore Mediation Centre.

33 APPLICABLE LAW AND VENUE

- 33.1 The Supplier further warrants that the item(s) is in compliance with all applicable laws and requirements relating to the item(s) and the production thereof, including but not limited to child labour laws, employment laws and industrial laws.
- 33.2 This Terms and Conditions for Supply to Singapore Airlines Limited, and the Agreement, shall be governed by and interpreted in accordance with the laws of the Republic of Singapore, and the parties hereto hereby submit to the non exclusive jurisdiction of the Courts of the Republic of Singapore.

34 ENFORCEABILITY

- 34.1 Neither the Company nor Supplier will be liable for any default or delay in the performance of its obligations under the Agreement:
- (i) if and to the extent the default or delay is caused, directly or indirectly, by fire, flood, elements of nature, acts of God, health epidemics declared by the World Health Organisation, acts of war, terrorism or civil unrest, industrial action in any form (except industrial action by employees of either the Company or the Supplier) in the country in which such obligations are being performed or any other similar events beyond the reasonable control of the Company or the Supplier ("Force Majeure Event"); and
- (ii) provided the party affected by the Force Majeure Event is without fault and the default or delay could not have been prevented by reasonable precautions.
- In such event, the party affected by the Force Majeure Event is excused from further performance for as long as such circumstances prevail.
- 34.2 If any one or more of the foregoing conditions shall to any extent be invalid or unenforceable, the other conditions shall remain in full force and effect.
- 34.3 A person who is not a party to the contract has no right under the contract (Rights of Third Parties) Act (Cap 53B) to enforce or enjoy the benefit of the contract.
- 34.4 In the interpretation of the contract, no rule of construction will apply to the disadvantage of one party on the basis that party put forward the contract.

35 ELECTRONIC DATA INTERCHANGE (EDI)

- 35.1 The Supplier shall sign up with the Company's service provider (SESAMI) and shall perform electronic data interchange (EDI) transactions. All such costs will be borne by the Supplier.

36 MEDIA RELEASES

- 36.1 All proposed media releases and public announcements by the Supplier relating to this Terms and Conditions for Supply to Singapore Airlines Limited or the subject matter of the Agreement, including but not limited to, promotional or marketing material (but not including any announcement solely for internal distribution or any disclosure required by any legal, accounting or regulatory authorities or stock exchange beyond the reasonable control of the party), shall be coordinated with, and shall not be made until and unless approved by, the Company in writing before the release thereof. In essence, no advertising, written articles, broadcasts or public statements shall be undertaken or initiated by the Supplier with respect to the Agreement without the prior written approval of the Company. It is understood and agreed that monetary damages would not be an adequate remedy for an actual or potential breach of the provisions of this clause, and therefore in addition to any other legal or equitable remedies available to the Company, the Company may seek an injunction or similar relief against such breach.

37 SUPPLIERS' CODE OF CONDUCT

- 37.1 The Supplier's acknowledgement of the SIA Suppliers' Code of Conduct (see Annex F) represents the supplier's compliance with the SIA Suppliers' Code of Conduct. SIA shall have the right to terminate this Agreement with immediate effect in the event that the Supplier fails to comply with the SIA Suppliers' Code of Conduct.

38 PERSONAL DATA PROTECTION ACT (PDPA)

- 38.1 Supplier shall, in its collection, processing, disclosure or other use ("Use") of any information and data which can be related to an identifiable individual ("Data"), for any purpose arising out of or in connection with this agreement and Contract, adhere to the requirements of all applicable laws or legal requirements, including but not limited to all that relate to data protection, and privacy ("Law").
- 38.2 Without prejudice to the generality of the foregoing, Supplier shall, where required and in the manner required by any applicable laws or legal requirements ("Law"): (a) Use Data only for purposes arising out of or in connection with the Agreement, and only after notifying or obtaining the consent of the individual to whom the Data relates; (b) use reasonable efforts to ensure the accuracy of Data; (c) institute reasonable security arrangements to protect the Data; (d) securely destroy the Data where it is no longer required; and (f) transfer Data only as prescribed by Law.
- 38.3 Notwithstanding the termination of this Contract or the Agreement, Supplier shall be liable for and keep the Company fully indemnified against all damage, losses, costs, legal fees (solicitor-client basis), penalties and proceedings, including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority, arising out of or in connection with an act or omission of Supplier or any of its

officers, employees, advisors, agents and representatives, in relation to this Clause 38.

39 OTHERS

39.1 Change in Factory

The Supplier shall seek the Company's approval in the event there is a need to produce the product supplied to the Company in a different factory during the Agreement Period. The Supplier shall provide the Company with a sample from the new factory, to be approved at the Company's sole discretion. For the avoidance of doubt, a change in factory shall not result in any change in price(s) and terms and conditions stipulated in the Agreement.

39.2 Headings

The headings herein are for convenience or reference only and shall not affect the construction or interpretation of this Terms and Conditions for Supply to Singapore Airlines Limited.

39.3 Confidentiality

All communications between the Company and the Supplier, all information and other material supplied to or received by Supplier which is either marked "confidential" or is by its nature intended to be exclusively for the knowledge of the recipient alone, and all information concerning the business transactions or the financial arrangements of the Company shall be kept confidential by the Supplier unless disclosure is required by law or unless or until any party can reasonably demonstrate that it is or part of it is, in the public domain, whereupon, to the extent that it is public, this obligation shall cease.

Supplier shall take all reasonable steps to minimise the risk of disclosure of confidential information, by ensuring that only their employees and directors, appointed contractors and consultants, whose duties will require them to possess any of such information shall have access thereto, and that they shall be instructed to treat the same as confidential.

The obligations contained in this Clause 39.3 shall endure, even after the termination of this agreement, and Contract, without limit in point of time except and until such confidential information enters the public domain as set out above.