

**SINGAPORE AIRLINES LIMITED
COMMERCIAL SUPPLIES DEPARTMENT**

TERMS AND CONDITIONS FOR SUPPLY TO SINGAPORE AIRLINES LIMITED (SIA)

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 Schedules / Annexes, which are attached.

2 QUOTATION AMOUNT

- 2.1 All prices submitted by Supplier and filled in the Bid Form shall be the amount agreed to upon appointment of Supplier. The amount shall not be varied in any way.

3 SERVICE REQUIREMENT

- 3.1 The service required is listed in **Annex B**. The services required are an estimate only and the successful Supplier is required to provide the services when required.

4 BID PRICE

- 4.1 The pricing for the services to be rendered shall be exclusive of any Goods and Services Tax ("GST"), i.e., price quoted in the Event do not include any GST component. Suppliers/contractors must also indicate whether they will be charging SIA any GST for the supply.
- 4.2 SIA will not entertain any negotiation on price once a proposal has been submitted. The price quoted shall be treated as the last price Suppliers/contractors are prepared to offer. Suppliers/contractors are therefore reminded to quote their best and last price.
- 4.3 Notwithstanding the above, should a change in specifications occur after the Event has been called and such change may have an effect on price, SIA may under such circumstances negotiate the price.

5 COMPLETION OF QUOTATION FORM

- 5.1 Annexes C and D are to be completed by entering the bid prices and other particulars in the space provided. The Supplier must insert the words 'No Quote' against item not bided. No space in Annexes C and D should be left blank. The Supplier must sign and affix their company's stamp on the bottom right-hand corner of every page of the Annexes C and D.

6 NO PRICE INCREASE

- 6.1 The successful Supplier shall not increase its prices during the contract period. For avoidance of doubt, the contract period includes the optional year(s) unless the context requires otherwise. Any increase in its costs of production or in other aspect may not be passed on to SIA by way of an increase in the awarded price or a change in the goods and/or services to be provided.

7 VALIDITY PERIOD

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

8 MEDIA RELEASES

- 8.1 All proposed media releases and public announcements by either party relating to this contract or the subject matter of this agreement, include 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 other party in writing before the release thereof. In essence, no

advertising, written articles, broadcasts or public statements shall be undertaken or initiated by the successful Supplier with respect to the contract without the prior written approval of SIA. 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 SIA, SIA may seek an injunction or similar relief against such breach.

9 ACCEPTANCE OF BIDS

- 9.1 SIA shall not be bound to accept the lowest or any bids, nor is it liable for any claim for whatever costs which may be incurred in the preparation of the Event. SIA shall reserve the right to accept the whole or part of the Event.

10 SECURITY DEPOSIT

- 10.1 The successful Supplier shall no later than fourteen (14) days from the date of the letter of award, pay to SIA, a security deposit in Singapore currency only equivalent to five percent (5%) of the value of contract. If the deposit is below SGD2,000.00, 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 Singapore Airlines Limited. Should the deposit be SGD2,000.00 and above, a banker's guarantee from a bank acceptable to SIA, in SIA's standard format (specimen provided) duly stamped, if required by Law, or such form that SIA may furnish, will be acceptable. This deposit shall be retained by SIA for the duration of the contract and shall, after damages, if any, have been deducted, be refunded to the successful Supplier at the end of the contract in Singapore currency. No interest shall be paid on the deposit and any loss resulting from currency exchange shall be borne by the successful Supplier.

11 CONTRACT

- 11.1 The successful Supplier is required to enter into a contract within two (2) weeks from the date of the award of the contract, failing which SIA reserves the right to (i) award the contract to another Supplier and/or (ii) debar the successful Supplier from tendering from all SIA related contracts in future. The contract shall commence with effect from the date of the letter of award from SIA and will be subject to approval of prototypes of the Item(s) to be supplied.
- 11.2 The Supplier shall not withdraw their tenders/quotes or adjust the tender/quote prices after the Event closing date. Any Supplier who does so may, in addition to any remedies which SIA may seek against him, be liable for possible debarment from tendering for all SIA related contracts

12 DURATION OF CONTRACT

- 12.1 The contract if awarded shall be in force for a period of twenty-four (24) months. SIA reserves the right to extend the contract for a further period on the same terms and conditions of the contract including the price.
- 12.2 SIA may at any time terminate the contract for convenience, by giving the successful Supplier not less than ninety (90) days' written notice. The successful Supplier shall, however, be bound to supply the services until the expiry of the notice, in accordance with provisions of the applicable Contract.

13 TERMINATION OF CONTRACT

- 13.1 SIA may terminate the contract by giving the successful Supplier three (3) months' notice in writing. The successful Supplier shall, however, be bound to accept orders for the supply of Services until the expiry of the notice. All orders received during the notice period must be completed by the successful Supplier in accordance with provisions of the applicable contract.
- 13.2 SIA may terminate the contract in the event (i) the successful Supplier defaults in the performance of the contract or (ii) otherwise breaches the contract. For the avoidance of doubt, no notice is needed where SIA terminates the contract due to default or breach by the successful Supplier.
- 13.3 SIA may also terminate the contract by giving the successful Supplier a notice period of one month if SIA has reason to believe that the Supplier has employed or intends to employ any employee/ex-employee of SIA, which may result in a potential conflict of interest

14 NO SEPARATE CONTRACT FOR DELIVERY PERIOD NOT EXCEEDING THREE MONTHS

- 14.1 For purchases where no contract has been signed and where the delivery period does not exceed three months, the terms and conditions in the SIA Event documents shall constitute a contract between SIA and the successful Supplier.

15 STAMP DUTY

- 15.1 Any stamp duty and other taxes levied or payable pursuant to on the contract shall be borne by the successful Supplier.

16 DELIVERY OF SERVICES

- 16.1 The Services shall be provided in accordance with SIA's specifications and on direction by SIA. No alterations to such specifications may be made without the prior written consent of SIA. The Supplier shall be responsible for all delivery costs and expenses including freight, insurance, etc.
- 16.2 Unless otherwise stated to the contrary under this contract, the Supplier shall provide everything necessary, inclusive of equipment, etc for the proper execution of the work.
- 16.3 All services required during the term of the Contract must be completed by the successful Supplier at the contract price. SIA will not guarantee the volume of work for any of the Services.
- 16.4 The Services must be provided within the stipulated times. The successful Supplier will be liable to pay liquidated damages as set out in Clause 19 herein if they failed to provide the required services.

17 VARIATIONS AND EXTRAS

- 17.1 The Contract Sum shall remain fixed and adjusted in accordance with the terms herein provided for the whole period of this Contract.
- 17.2 SIA may, at any time during the Contract period, make variations from the original specification by giving the Supplier one month's notice in writing.

18 PAYMENT OF VARIATIONS AND EXTRAS

- 18.1 No variations mentioned in clause 17.2 hereof shall vitiate either this contract or a work order.
- 18.2 No claim for additions to the Services will be considered except when authorised in writing by SIA or its representative. A written instruction or order must be obtained before the execution of any additional service. Should any additional Service be instructed verbally or required owing to unforeseen reasons during the duration of the Contract the successful Supplier shall immediately forward a statement of claim for the additional Service to SIA or its representative for SIA's agreement. If SIA agrees to the additional Service and to the costs incurred by the successful Supplier for the provision of the additional Service, SIA shall pay the Contractor the said costs in accordance with the terms of this Contract.

19 LIQUIDATED DAMAGES

- 19.1 Liquidated damages will be imposed in the event of poor service standards, staff shortage and other infringements (please refer to Annex C). Such payment will be without prejudice to any other rights or remedies that SIA may have hereunder or at law including the right to terminate the contract immediately by giving written notice to the successful Supplier.
- 19.2 Notwithstanding any other provision to the contrary contained in the contract, SIA may, at any time and from time to time, without notice to the successful Supplier, to set off and deduct from any and all amounts payable to the successful Supplier (whether under the contract or any other agreements), any and all sums that may be due and owing by the successful Supplier to SIA, its related or associated companies, whether under the contract or otherwise (including without limitation, any liquidated damages payable under any of the clauses of the contract, or any amounts previously overpaid to the successful Supplier).

20 PURCHASES IN DEFAULT FROM ALTERNATIVE SOURCE(S)

- 20.1 If in the opinion of SIA, the successful Supplier has failed to provide/ carry out the services required, SIA may, purchase such services 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 successful Supplier. For the avoidance of doubt, should the price charged by the alternative source(s) be lower than that charged by the successful Supplier, the successful Supplier shall not be entitled to claim the price difference from SIA.
- 20.2 Such purchases in default shall be made as many times as it is necessary to do so to prevent disruption of services.
- 20.3 If purchases are made in default, then liquidated damages shall also be charged based on the period of delay between the time/date on which the service was supposed to have been made by the successful Supplier, and the time/date on which the service was actually made by the alternative source(s).

21 QUALITY AND REJECTION OF SERVICE

- 21.1 The quality of the service supplied shall be in accordance with the requirement specified by SIA at the time of event. No alterations to such specifications may be made without the prior written consent of SIA.
- 21.2 In the event where the services supplied fail to meet the stipulated requirement, SIA reserves the right to reject the successful Supplier to supply additional personnel or engage other persons to supplement the service. In such circumstances, the successful Supplier shall bear all costs and damages incurred.

22 LOCAL AND OTHER AUTHORITIES' NOTICES AND FEES

- 22.1 The successful Supplier shall comply with and give notices and pay all fees required by any written law, regulation and by-laws of any local authorities and/or public service companies or authorities relating to execution of the services or with whose system the same are or will be connected and it shall keep SIA fully indemnified against any fee or charges demandable by law thereunder in respect of the Services or any penalties and liabilities or every kind arising from the breach of such law or regulation, or by-laws.
- 22.2 The Supplier further warrants that the Services are provided in compliance with all applicable laws and requirements, including but not limited to child labour laws, employment laws and industrial laws.

23 ASSIGNMENT AND SUB-CONTRACTING

- 23.1 The successful Supplier will not assign or sub-contract, either wholly or in part, the execution of the Contract without the written consent of SIA.
- 23.2 In the event of the provision of the Services being sub-contracted with the written consent of SIA, the successful Supplier shall be solely and personally responsible for the due performance by such authorised sub-contractors of all terms, stipulations and conditions herein expressed.
- 23.3 SIA may assign or transfer the whole or any part of the contract to a subsidiary or associate company of SIA by giving at least one (1) week's prior written notice to the Supplier.

24 NOVATION OF CONTRACT TO THIRD PARTY

- 24.1 Upon notification in writing by SIA at any time, the successful Supplier will cooperate to novate the contract to any third party that SIA may select whereby such third party will replace SIA in this Contract. Such cooperation of the successful Supplier will include, but not be limited to, the execution of a novation agreement amongst the successful Supplier, SIA, and the said third party.

25 INTELLECTUAL PROPERTY

- 25.1 The drawings, samples, models, equipment, sketches, photographs, printing plates supplied ("SIA materials") or approved by SIA shall not be copied, transferred to third parties or used in any manner whatsoever contrary to the provisions of the Event and the Contract. Upon completion of the last delivery to SIA, the above material(s) shall be returned to SIA with immediate effect.

- 25.2 The successful 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 SIA materials, any derivative materials, and the confidential information as well as any and all other materials provided to the successful Supplier by SIA, or created or developed by the Supplier exclusively for SIA, in connection with or for the purposes of the contract are and will be the sole and absolute property of SIA and the successful Supplier hereby assigns to SIA all its Intellectual Property Rights in respect thereof, in accordance to the contract.
- 25.3 Notwithstanding clause 25.2, should the successful Supplier has and/or acquires the Intellectual Property Rights, the successful Supplier is deemed to have irrevocably assigned and transferred the same to SIA free from any requirement on the part of SIA to pay any fees. Further and if required by SIA and at the cost of SIA, the successful Supplier shall execute and deliver to SIA 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 SIA in this regard.
- 25.4 Where Intellectual Property Rights cannot be assigned to SIA and cannot be waived, the successful Supplier hereby grants to SIA 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 successful Supplier's obligations herein provided that nothing in the above clause or this clause is intended to confer on SIA any Intellectual Property Rights which belong to or are vested in:
- (i) the successful Supplier prior to the commencement of the contract, any such rights created independent of the provision of services under the contract including all software, tools, processes, utilities and methodologies belonging to the successful Supplier and used in the provision of the contract, even if such intellectual property or any part thereof is incorporated into or forming part of the material developed for SIA;
 - (ii) any alterations, modifications, enhancements or customisation 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.
- 25.5 The successful 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 SIA 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 SIA in and to the Intellectual Property Rights.
- 25.6 The successful Supplier fully covenants to SIA that the supply of the item/service(s) has not been and will not be produced in infringement of any intellectual property right including patent, trade mark or copyright and the successful Supplier shall indemnify and hold SIA, 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 SIA, its servants or agents in connection with the foregoing.
- 25.7 If any legal proceeding is instituted for an alleged infringement of intellectual property rights, SIA reserves the right to cancel immediately all items/services yet to be accepted by SIA and/or to purchase all such items/services from elsewhere without prejudice to all or any of SIA's rights in the contract.
- 26 **PLACEMENT OF SUCCESSFUL SUPPLIER'S NAME, BRAND NAME AND LOGO**
- 26.1 Unless instructed or mutually agreed upon in writing, the successful Supplier will in no way display his company's name, logo, brand name or any other representation on any item.
- 27 **INSURANCES**
- 27.1 Without prejudice to the successful Supplier's obligation to indemnify SIA and its subsidiaries and without limiting its obligations and responsibilities to SIA and its subsidiaries under Clause 28, the successful Supplier shall forthwith and as a condition precedent to the commencement of any work under this contract insure in the joint names of SIA and its subsidiaries and the successful Supplier against the aforesaid risks or matters

with an insurance company to be approved by SIA in writing and for such amount as SIA may direct and shall make all payments necessary for the above purpose on the first day on which the same ought to be paid. The successful Supplier shall deposit the policies for such insurance with SIA before commencement of any work under this Contract and shall produce on demand to SIA, the receipt of each of the said payments. Provided always that if the successful Supplier shall at any time fail to keep itself insured as aforesaid, SIA may do all things necessary to effect or maintain such insurance and deduct monies expended by SIA for that purpose from any monies due to become due to the successful Supplier.

- 27.2 The successful Supplier will take out Workmen's Compensation (with Endorsements A and B as shown in Clause 28 and Public Liability policy covering the full period of the contract. For Public Liability, the Limits of indemnity shall be: -

- (i) For any one accident, minimum S\$2,000,000
- (ii) For any one accident of Indemnity Unlimited

- 27.3 All policies must include SIA and its subsidiaries as joint insured. The Public Liability Policy must be endorsed with the cross liability clause containing a waiver of subrogation in favour of SIA and its subsidiaries.

28 WORK INJURY COMPENSATION

- 28.1 The successful Supplier shall forthwith and as a condition precedent to the commencement of any work under this Contract take out at its own expenses, policies of insurance indemnifying the successful Supplier and SIA including for this purpose every officer and department thereof from all liabilities arising out of claims by any and every workman employed in and for the performance of this Contract for payment of compensation under or by virtue of the Work Injury Compensation Act or any other law amending or replacing such Act and from all costs and expenses incidental or consequential thereto.

- 28.2 The said policy or policies so taken out shall be endorsed as follows:-

Endorsement A – If any workmen employed by the within Insured or by the Insured's Contractor as referred to in Endorsement B herein or any dependant of such workman, brings or makes a claim under Work Injury Compensation Legislation in force in Singapore against Singapore Airlines Limited ("SIA") and its assigns, related and associated companies for personal injury or disease sustained whilst at work or any contract covered by the terms and conditions of the within policy which the Insured may be carrying out for SIA, the Insurance Company will indemnify SIA and its assigns, related and associated companies against such claim, and any cost, charges and expenses in respect thereof. Provided always that the Insurance Company may have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said Legislation.

Endorsement B – It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the Insured to workmen in the employment of Contractors performing work for the Insured while engaged in the business and occupation in respect of which the within policy is granted but only so far as regards claims under any Work Injury Compensation Legislation or Common Law in force in Singapore.

- 28.3 The said policy or policies so taken out shall be deposited with SIA and the successful Supplier shall maintain it or them in full force and effect by payment of all premiums from time to time on the first day on which the same ought to be paid and until the completion of this Contract and upon demand the successful Supplier shall produce to SIA the last receipt for payment of such premiums.

- 28.4 If any default is made by the successful Supplier in complying with the terms of this Clause SIA may without prejudice to any other remedy available to SIA for breach of any terms of this Contract: -

- (i) withhold all payments which would otherwise be due to the successful Supplier under this Contract and out of such monies so withheld satisfy and claims for compensation by workmen that would have been borne by an insurance company had the successful Supplier not made default in maintaining a policy of insurance and/or
- (ii) pay such premiums as have become due and remain unpaid and deduct the amount of such premiums from any monies due or to become due to the successful Supplier.

- 28.5 Nothing in this Clause shall be construed to take away or waive in any manner to modify the right of SIA to be indemnified by the successful Supplier in respect of all compensation, costs and other expenses whatsoever which by reason of the successful Supplier's default or otherwise become payable by SIA under the said Ordinance or other law.

29 SUPPLIER'S FAILURE TO INSURE

- 29.1 If the successful Supplier shall fail to effect and keep in force the insurance referred to herein SIA may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid (plus interest) by SIA as aforesaid from any monies due or which may become due from SIA to the successful Supplier or recover the same as debt due from the successful Supplier.

30 EMPLOYMENT OF ILLEGAL FOREIGN WORKERS

- 30.1 (a) The successful Supplier undertakes that it will (whether by itself or by its servants, agents, employees) ensure that no illegal foreign workers are employed or provided by it or any of its sub-contractors in the provision of the Services to SIA under this Contract.
- (b) "Illegal foreign workers" means a foreign worker who:
- (i) has not lawfully entered or remained in Singapore, in contravention of the Immigration Act (Chapter 133); or
 - (ii) is employed by an employer without a valid permit, in contravention of the Employment of Foreign Manpower Act (Chapter 91 A).
- (c) If any illegal foreign worker is found to be so employed or provided by the successful Supplier or any of its sub-contractor, SIA may, without prejudice to its rights under any contract with the successful Supplier, withhold any payment due to the successful Supplier for a period of two (2) months and SIA shall not be liable for any loss or damage suffered by the successful Supplier as a result of any payment so withheld.
- (a) Further, the successful Supplier shall indemnify SIA against any costs and/or expenses, including legal expenses, which SIA may incur as a result of the successful Supplier employment of illegal foreign workers. SIA may also reserve the right to impose such other measures, including but not limited to, forfeiture of the successful Supplier's security deposit and/or debarring the successful Supplier from being a Supplier to SIA in future.
- (b) The successful Supplier will submit updated and duly certified copies of the following documents to SIA monthly for its inspection and record:
- (i) Personal particulars (including name, address, nationality, passport number and work permit number) of all workers employed by the successful Supplier or its sub-contractors in the execution of this contract, regardless of their length of employment.
 - (ii) The work permits of these workers; and
 - (iii) The passports, entry permits and re-entry permits of these workers showing that they have lawfully entered and remained in Singapore.
- (f) SIA may conduct random checks on the workers employed or deployed by the successful Supplier or any of its sub-contractors for the purpose of verifying that the successful Supplier has complied with this undertaking, and the successful Supplier will provide all necessary assistance and facilities in order for SIA to perform these checks.

31 DISCHARGE OF WORKMEN

- 31.1 The successful Supplier shall employ or provide only such personnel that meet SIA's requirements, who are efficient and of good character. In the sole opinion of SIA, any person provided by the contractor including such part-time workers or sub-contractors who misconduct himself or has caused quarrels or delays or is incompetent, when so directed by SIA in writing shall at once remove such person from providing the Services and he shall not again be employed to provide the Services without the written permission of SIA.

32 TERMS OF PAYMENT

- 32.1 SIA will pay the successful Supplier within 45 days of receipt of the successful Supplier's invoice which is to be submitted monthly.

33 INDEMNITY

- 33.1 The successful Supplier hereby agrees to indemnify and hold harmless SIA, its agents and servants from and against all liabilities, claims, damages, losses, costs and expenses (including but not limited to those in respect of death or injury to any person or loss of or damage to property) arising out of or in any way connected with the services and/or the use of the equipment/services supplied by the successful Supplier.

34 LIABILITY FOR DAMAGES

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

35 CONFIDENTIALITY

- 35.1 The Supplier shall warrant and represent to SIA and undertake that, except as required by law, it shall not divulge or communicate to any person or entity which is not a party hereto or use or exploit for any purpose whatsoever (other than those set out in this Contract), any data, confidential knowledge or information concerning transactions of or affairs relating to SIA or SIA's business or business partners or customers or members ("Confidential Information") which came to its knowledge as a result of entering into or in carrying out its obligations under this Contract. The successful Supplier shall procure from each employee who gains access to the said Confidential Information a written undertaking on like terms and the successful Supplier shall confirm this in writing. The successful Supplier shall further use its best endeavours to prevent any person under its direct or indirect control (including its employees) from acting in a manner that would breach this provision.
- 35.2 The restrictions herein contained shall survive the expiration or earlier termination of this Contract and shall continue in full force and effect.
- 35.3 The Parties shall agree that any breach of Clause 35 will cause irreparable injury to the non-defaulting Party and that monetary damages will not provide an adequate remedy therefore. Each Party agrees that the non-defaulting Party shall, in addition to monetary damages, be entitled to temporary or permanent injunctive relief and shall be indemnified by the defaulting Party for any reasonable legal fees, costs, professional or other expenses of any nature whatsoever which it may have incurred in the enforcement of Clause 35.

36 GIFTS, INDUCEMENT AND REWARDS

- 36.1 All Suppliers/contractors are advised to refrain from offering gifts and rewards in any form or manner to any SIA employee in relation to the obtaining or execution of any contract with SIA, whether or not the like acts are performed by the Supplier(s) or persons acting on his/their behalf with or without the knowledge of the Supplier(s).
- 36.2 SIA shall terminate the contract, forfeit the deposits and debar the Supplier(s) for any appropriate period of time if it is proven that the Supplier(s) has/have offered and/or given gifts and rewards in obtaining or in execution of any contract.

37 ANTI-CORRUPTION/ANTI-BRIBERY REPRESENTATIONS AND WARRANTIES

- 37.1 The successful 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 successful 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.

- 37.2 The successful 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 Singapore Airlines Limited. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of Singapore Airlines Limited, then Singapore Airlines Limited, on written notice to the successful Supplier, may withdraw from or terminate this Agreement.
- 37.3 Singapore Airlines Limited shall have the right to terminate this Agreement if the successful Supplier breaches this, or any other, representation, warranty or undertaking set forth in this Agreement.

38 **MEDIATION**

- 38.1 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.
- 38.2 The right to arbitration or litigation arises when one party serves the Notice on the other party and the Singapore Mediation Centre.

39 **APPLICABLE LAW AND VENUE**

- 39.1 The successful Supplier further warrants that the services is in compliance with all applicable laws and requirements relating to the services and the production thereof, including but not limited to child labour laws, employment laws and industrial laws.
- 39.2 The contract 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.

40 **ENFORCEABILITY**

- 40.1 Neither party will be liable for any default or delay in the performance of its obligations under the contract:
- (a) 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 Party) in the country in which such obligations are being performed or any other similar events beyond the reasonable control of the party ("**Force Majeure Event**"); and
 - (b) 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.
- 40.2 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.
- 40.3 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.
- 40.4 In the interpretation of the Contract, no rule of construction will apply to the disadvantage of one party on the basis that that party put forward the contract.