

TERMS AND CONDITIONS OF PURCHASE ORDER



1 Definitions and Interpretation

1.1 In the Agreement, the following terms have the following meanings:

- 1.1.1 **Agreement** means, in respect of a Project, the agreement between the Supplier and SIA for the engagement by SIA of the Supplier for such Project, comprising:
- 1.1.1.1. the applicable Purchase Orders;
 - 1.1.1.2. these Terms and Conditions; and
 - 1.1.1.3. any other agreement, instrument or document designated by SIA as being part of the applicable Agreement,
- as may be amended, modified or supplemented from time to time in accordance with these Terms and Conditions;
- 1.1.2 **Business Day** means a day other than a Saturday, Sunday or a public holiday in Singapore;
- 1.1.3 **Charges** means, in respect of any Product or Service, the amount payable by SIA to the Supplier for such Product or Services, as more particularly described in the applicable Purchase Order and subject to the terms of the Agreement;
- 1.1.4 **Claims** means claims, demands, actions, suits, proceedings, losses, damages, costs, fines, civil penalties, judgements, expenses (including interest, court costs and lawyer's fees) and/or other liabilities of any kind, however caused, whenever occurring, and whether arising in contract, tort, negligence, under statute or otherwise;
- 1.1.5 **Commencement Date** means, in respect of a Project, the earliest of:
- 1.1.5.1. the date on which SIA issues the first applicable Purchase Order to the Supplier;
 - 1.1.5.2. the date on which the Supplier commences the supply of Products to SIA pursuant to such Project (if applicable);
 - 1.1.5.3. the date on which the Supplier commences the supply of Services to SIA pursuant to such Project (if applicable);
 - 1.1.5.4. the date on which the Supplier first issues an invoice to SIA in respect of the Products and/or Services supplied or to be supplied by the Supplier to SIA pursuant to such Project; and
 - 1.1.5.5. such other date as SIA may notify the Supplier as such.
- 1.1.6 **Confidential Information** means:
- 1.1.6.1. the Agreement (and its terms), the transactions contemplated under the Agreement and communications between the Parties in connection with the Agreement or the transactions contemplated under the Agreement;
 - 1.1.6.2. the SIA Materials;
 - 1.1.6.3. the data contained or hosted in the SIA Systems; and
 - 1.1.6.4. the New IP;
- 1.1.7 **Delivery Location** has the meaning given to that term in paragraph 2.1.1iv of Schedule 1 (*Purchase Orders*);
- 1.1.8 **EEA** means the European Economic Area;
- 1.1.9 **Electronic Portal** means the electronic portal designated by SIA from time to time for the purposes of the Agreement, including the SAP Business Network (formerly known as the Ariba Network);
- 1.1.10 **Force Majeure Event** has the meaning given to that term in Clause 4.2.3;
- 1.1.11 **GDPR** means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data;
- 1.1.12 **GDPR Countries** means the countries that make up the EEA, the UK and Switzerland, in each case once the GDPR or equivalent local legislation takes effect in those countries;
- 1.1.13 **Government Authority** means (whether having a distinct legal personality or not) any national government or its political

or governmental subdivisions (including any local or state government or jurisdiction), any board, commission, department, division, organ, instrumentality, court or agency of such entities, and any association, organisation or institution of which any such entity is a member, subject to, or participant in;

1.1.14 **Import and Export Laws** means any and all applicable export, sanctions, import, customs and anti-boycott laws, regulations, orders or directives from any Government Authority;

1.1.15 **Indemnified Party** and **Indemnified Parties** each has the meaning given to that term in Clause 10.1;

1.1.16 **Intellectual Property Right** means any intellectual property right including rights in patents, patent applications, utility models, design rights, works of authorship, copyrights, moral rights, trade secrets, mask work registration, trademarks and other similar rights;

1.1.17 **IP** means all patents, applications for patents, discoveries, inventions, trade secrets, know-how, Confidential Information, copyrights (including moral rights), works of authorship, including computer programs and software, industrial design, topographies, mask works, and other Intellectual Property Rights recognised in any jurisdiction;

1.1.18 **Laws** means legislation, laws, regulations, codes, rules, rulings or orders, or any form of decisions issued by, or requirements of, governmental, statutory, regulatory, supervisory bodies (including any relevant securities exchange or securities council) or any court or tribunal with competent jurisdiction, whether in Singapore or elsewhere, as may be amended or modified from time to time;

1.1.19 **New IP** means:

1.1.19.1. IP developed by the Supplier in the course of carrying out its obligations under the Agreement, whether such IP is developed by the Supplier on its own or jointly with any other person, including all modifications, enhancements and derivative works of any of the aforementioned subject matter;

1.1.19.2. IP specified in the Agreement;

1.1.19.3. IP in any modifications by SIA to the Products and/or Services; and

1.1.19.4. IP specified in any other agreement, instrument or document designated by SIA as being part of the applicable Agreement.

1.1.20 **Non-Conforming Products** has the meaning given to that term in paragraph 6.3.2i of Schedule 2 (*Supply of Products*);

1.1.21 **Non-Conforming Services** has the meaning given to that term in paragraph 3.1 of Schedule 3 (*Supply of Services*);

1.1.22 **Parties** means SIA and the Supplier, and **Party** means either of them;

1.1.23 **Payment Period** means each calendar month during the Term, or such other period as may be specified as such in the Agreement;

1.1.24 **Personal Data** means data, whether true or not, about an individual who can be identified either from that data or from that data when combined with other information to which an entity has access or is likely to have access, including:

1.1.24.1. all personal data (as defined in the GDPR or any national legislation implementing the GDPR) of individual customers of SIA who are offered goods and services in the GDPR Countries or whose behaviour is monitored in the GDPR Countries, or any personal data of SIA employees employed in the GDPR Countries;

1.1.24.2. all data which is defined to be 'personal data' under the Personal Data Protection Act 2012 and all data which is defined to be an equivalent under all applicable data protection laws; and

1.1.24.3. all information, the collection, disclosure, use or processing of which is subject to all applicable data



- protection laws;
- 1.1.25 **Prescribed Incoterm** means the applicable Incoterm rule specified in the Agreement, or, in the absence of such specification, Delivered at Place (DAP) as defined in Incoterms 2020 published by the International Chamber of Commerce in September 2019;
- 1.1.26 **Products** means the products described in the relevant Purchase Order and such other products as may be agreed between the Parties from time to time, and **Product** means any such product;
- 1.1.27 **Project** means, as applicable, the supply, delivery and sale of the relevant Products, and/or the supply and provision of the relevant Services, to SIA, provided that SIA may, in its sole and absolute discretion, designate any combination of Products and Services as part of the same Project;
- 1.1.28 **Purchase Order** means a notice of supply of Goods and/or Services served on the Supplier pursuant to paragraph 1 of Schedule 1 (*Purchase Orders*);
- 1.1.29 **Required Insurance** has the meaning given to that term in Clause 11.1;
- 1.1.30 **S\$** means the lawful currency of Singapore;
- 1.1.31 **Sanctions** means all laws, regulations and executive orders relating to economic sanctions or terrorism financing issued, administered or enforced by any Sanctioning Authority.
- 1.1.32 **Sanctioning Authority** means the United Nations, the United States of America, the European Union, the United Kingdom, the Supplier's and each of the Supplier's Personnel's jurisdiction of incorporation, Singapore or other applicable competent Government Authority;
- 1.1.33 **SCOC** means the Singapore Airlines Limited Suppliers' Code of Conduct (available at: <https://www.singaporeair.com/content/dam/sia/web-assets/pdfs/about-us/corporate-policies/supplierscodeofconduct.pdf>) issued and updated by SIA from time to time in its sole and absolute discretion;
- 1.1.34 **Services** means the services described in the relevant Purchase Order and such other services as may be agreed between the Parties from time to time, and any miscellaneous and ancillary work which may be required for the due and proper performance and completion of such services in accordance with the Agreement, whether or not expressly specified, and **Service** means any such service;
- 1.1.35 **SIA** means Singapore Airlines Limited or, if different, the Singapore Airlines Entity which issued the relevant Purchase Order;
- 1.1.36 **SIA Materials** has the meaning given to that term in Clause 17.1.1;
- 1.1.37 **SIA Supplies** has the meaning given to that term in Clause 5.2;
- 1.1.38 **SIA Systems** means hardware, software, systems, telecommunications equipment, networks and servers that are owned, leased, licensed to or under the control of any Singapore Airlines Entity from time to time;
- 1.1.39 **Singapore Airlines Entity** means Singapore Airlines Limited or any related corporation of Singapore Airlines Limited;
- 1.1.40 **Specifications** means:
- 1.1.40.1. in relation to any Product, drawings, samples, specifications, processes, dimensions, tolerances, methodologies, standards and technical data relating to such Product (and/or the manufacture of such Product) as set out in the Agreement (including the factories and locations at which such Product shall be manufactured); and
- 1.1.40.2. in relation to any Service, standards, specifications, parameters and requirements relating to such Service as set out in the Agreement (including the locations at which such Service shall be provided);
- 1.1.41 **Subsequent Contract** has the meaning given to that term in Clause 2.1;
- 1.1.42 **Subsequent Contract Effective Date** has the meaning given to that term in Clause 2.1.1;
- 1.1.43 **Supplier** means, in respect of a Project, each person who:
- 1.1.43.1. accepted the applicable Purchase Orders;
- 1.1.43.2. commenced the supply of Products to SIA pursuant to such Project;
- 1.1.43.3. commenced the supply of Services to SIA pursuant to such Project; or
- 1.1.43.4. issued an invoice to SIA in respect of the Products and/or Services supplied or to be supplied by the Supplier to SIA pursuant to such Project.
- 1.1.44 **Supplier's Personnel** means the directors, officers, employees, contractors, sub-contractors, representatives and agents (or any of them, as the context requires) of the Supplier, who are assigned by the Supplier at any time to perform the Supplier's obligations under the Agreement or any part of the Supplier's obligations under the Agreement;
- 1.1.45 **Taxes** means all taxes, fees, charges and duties and any interest, penalties, fines, and other additions to tax, by whatever name called, including goods and services, sales, use, value-added, gross receipts, stamp, excise, transfer and similar taxes imposed by any domestic or foreign taxing authority arising out of or in connection with the Agreement;
- 1.1.46 **Term** means, in respect of a Project, the contract period commencing from the relevant Commencement Date and ending on the earliest of:
- 1.1.46.1. such contract period end date as stated in the Agreement, unless extended in accordance with the Agreement;
- 1.1.46.2. the date of exercise of any right of termination by SIA in accordance with the Agreement (unless such notice of termination specifies a later date of termination, in which case such later date shall apply); and
- 1.1.46.3. such other date as determined by SIA in its sole and absolute discretion; and
- 1.1.47 **Terms and Conditions** means these Terms and Conditions of Purchase Order, as may be amended, modified or supplemented from time to time in accordance with these Terms and Conditions.
- 1.2 In these Terms and Conditions, unless expressly provided otherwise, reference to:
- 1.2.1 one gender includes all genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 a party to these Terms and Conditions or another agreement or document includes the party's liquidators, administrators, successors and permitted transferees or assigns;
- 1.2.4 a statute, regulation or provision of a statute or regulation includes any subsequent amendments, re-enactments, replacements or instruments issued under it;
- 1.2.5 these Terms and Conditions include any annexure or schedule to them;
- 1.2.6 a clause, annexure, addendum or schedule is a reference to a clause of, or annexure, addendum or schedule to, these Terms and Conditions;
- 1.2.7 an agreement or document is a reference to the agreement or document as amended, novated, varied, supplemented or replaced, except to the extent prohibited by these Terms and Conditions;
- 1.2.8 'writing' includes electronic communication and any means of reproducing words in a tangible and permanently visible form;
- 1.2.9 'including' and similar expressions are not words of limitation;
- 1.2.10 a person, depending on the context, includes a natural person,



	any corporation or form of corporate, business or other association, judicial entity, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation, any government, state or form of governmental or official body or political subdivision, instrumentality, agency or authority, whether having a distinct legal personality or not;		
1.2.11	'related entity' has the same meaning ascribed to 'related corporation' under the Companies Act 1967; and		
1.2.12	a month is a reference to a calendar month.	2.6	
1.3	Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.		
1.4	Headings and any table of contents or index are for convenience only and do not form part of these Terms and Conditions or affect their interpretation.		
1.5	A provision of these Terms and Conditions must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the document or the inclusion of the provision in these Terms and Conditions.		
1.6	The English language is the approved language in interpretation and execution of these Terms and Conditions and shall be used as the working language for the provision of the Products and Services and the means of all communications to be made between the Parties under these Terms and Conditions.		
2	Applicability of Terms and Conditions	3	Singapore Airlines Entities
2.1	The terms and conditions of the Agreement (including these Terms and Conditions) shall govern each Purchase Order issued by SIA and each Project relating to a Purchase Order, provided that if a separate written contract for the relevant Project and/or Purchase Order is subsequently and duly executed by SIA and the Supplier (Subsequent Contract):	3.1	SIA may, in its sole and absolute discretion, determine that another Singapore Airlines Entity shall receive, whether directly or indirectly, the benefit of the Products and/or Services supplied to SIA without any requirement for such other Singapore Airlines Entity to issue a separate Purchase Order or execute a separate agreement with the Supplier. SIA shall be entitled to require, by written notice to the Supplier, that the relevant Products and/or Services be supplied directly to such other Singapore Airlines Entity.
2.1.1	the terms of such Subsequent Contract shall apply to such Project and/or Purchase Order to the exclusion of the Agreement with effect from the date of execution (or, if different, the stipulated effective date) of such Subsequent Contract (Subsequent Contract Effective Date); and	3.2	All rights, warranties, indemnities and benefits expressed to be for the benefit of SIA, and all undertakings, obligations and liabilities of the Supplier, under the Agreement shall be deemed to be for the benefit of all Singapore Airlines Entities as though each reference to SIA were a reference to all Singapore Airlines Entities.
2.1.2	the terms and conditions of the Agreement (including these Terms and Conditions) shall continue to apply to such Project and/or Purchase Order with respect to any intervening period from (and including) the applicable Commencement Date to (but excluding) the Subsequent Contract Effective Date, unless otherwise provided for in such Subsequent Contract.	4	Supply of Products and Services
2.2	In the event of any inconsistency or conflict between any of the documents comprising the Agreement, unless expressly provided otherwise, the more exacting or stringent standard shall apply.	4.1	Where the relevant Purchase Order specifies that the Supplier is required to:
2.3	To the extent that any matter is not expressly addressed in the Subsequent Contract, the terms and conditions of the Agreement (including these Terms and Conditions) shall continue to apply, provided they are not inconsistent with the Subsequent Contract.	4.1.1	supply goods or products to SIA, the terms of Schedule 2 (<i>Supply of Products</i>) shall apply; and
2.4	Subject to Clause 2.1, the Supplier acknowledges and agrees that each of the following events (whichever is the earliest to occur) constitutes acceptance by the Supplier of the terms and conditions of the Agreement (including these Terms and Conditions) applicable to a Project, which shall be legally binding on the Supplier with effect from the applicable Commencement Date in all respects and without any modification, variation, amendment and/or waiver, unless expressly agreed between SIA and the Supplier in writing:	4.1.2	supply services to SIA, the terms of Schedule 3 (<i>Supply of Services</i>) shall apply.
2.4.1	the acceptance by the Supplier of the first applicable Purchase Order;	4.2	In addition and without prejudice to any of SIA's rights and remedies under Clause 4.1 above, the following terms shall apply to the supply of goods or products to SIA and/or the supply of services to SIA (as applicable):
2.4.2	the supply of Products to SIA by the Supplier pursuant to such Project;	4.2.1	During the Term, in the event of changing circumstances, operations, external factors, unscheduled events and issues or exigencies, SIA may (in its sole and absolute discretion) by giving the Supplier written notice, vary the Specifications of the Products and/or Services and/or other requirements set out in the relevant Purchase Order, or require adjustments to the type and/or any forecast or estimate of the quantity of the Products and/or require adjustments to the Services required to be provided under the Agreement. The Supplier shall use its best endeavours to accommodate such requirements of SIA without delay.
2.4.3	the supply of Services to SIA by the Supplier pursuant to such Project; and	4.2.2	The Supplier shall discuss in good faith and agree with SIA, any adjustment to the Charges that may be payable by SIA to the Supplier on account of any such requirements implemented by the Supplier.
2.4.4	the issuance of an invoice to SIA in respect of the Products and/or Services supplied or to be supplied by the Supplier pursuant to such Project.	4.2.3	Without prejudice to Clauses 4.2.1 and 4.2.2, if any of the following events occur during the Term:
2.5	Subject to Clause 2.1, the Agreement contains the entire agreement between the Parties with respect to each Purchase Order issued by SIA to the Supplier and each Project between the Parties, and supersedes all	4.2.3.1.	natural disaster;
		4.2.3.2.	epidemic, pandemic or other public health emergency;
		4.2.3.3.	act of terrorism; or
		4.2.3.4.	any act of, or requirement imposed by, any governmental or regulatory authority in connection with any of the above,
			and such event is beyond the reasonable control of SIA, and has, in SIA's opinion, an adverse effect on SIA's business and/or operations (each, a Force Majeure Event), SIA may (in



	its sole and absolute discretion), by written notice to the Supplier, do any or all of the following, in each case without any liability or penalty (and without being regarded as being in breach of any term of the Agreement):		
i	request that the Supplier allow either or both of the following:	6	
a	a deferment of the payment of any amounts owing to the Supplier under the Agreement which are outstanding as at the date of such notice for a period of time as may be agreed between the Supplier and SIA; and/or	6.1	
b	an extension of the credit period of any unpaid invoice issued or to be issued by the Supplier under the Agreement,		
	and the Supplier shall consider such request in good faith and will not unreasonably withhold its consent; and/or		
ii	with effect from the date of such notice (or such other date as may be specified in such notice), vary or cancel any Purchase Order which has, as at the date of such notice, already been issued to the Supplier.		
4.2.4	In the event that the Services are substantially suspended due to the occurrence of a Force Majeure Event, the Customer's obligation to pay the Charges shall be suspended to the same extent and in relation to the same period.		
4.2.5	SIA shall, as soon as practicable, notify the Supplier when the adverse effect on SIA's business and/or operations caused by the relevant event referred to in Clause 4.2.3 has ceased.		
4.2.6	Notwithstanding anything to the contrary in the Agreement, if the relevant event referred to in Clause 4.2.3 continues for a continuous period in excess of 90 days after the date of the notice given by SIA under Clause 4.2.3, SIA may give notice to the Supplier to immediately terminate the Term without any liability or penalty, in which case all sums which have accrued due and payable by SIA to the Supplier but payment of which was deferred and which remain outstanding shall be paid within 45 days after the termination of the Term.		
5	Supplies		
5.1	The Supplier shall at all times during the Term provide all necessary tools, equipment, supplies, plant, materials, consumables and facilities as SIA may consider appropriate for the Supplier's performance of its obligations under the Agreement.		
5.2	During the Term, SIA may, in its sole and absolute discretion, from time to time make available to the Supplier such tools, equipment, supplies, plant, materials, consumables and facilities as SIA may consider appropriate for the Supplier's performance of its obligations under the Agreement (SIA Supplies).		
5.3	The Supplier shall:		
5.3.1	bear all risk of loss of and damage to the SIA Supplies;		
5.3.2	ensure the safe custody, use and operation of the SIA Supplies;		
5.3.3	keep and maintain the SIA Supplies in the same condition, repair and appearance as at the date on which they were first made available to the Supplier (fair wear and tear excepted);		
5.3.4	promptly notify SIA in writing if any SIA Supplies are or may be lost, damaged, tampered or interfered with, stolen or seized;		
5.3.5	use the SIA Supplies only for the purposes of the Supplier's performance of its obligations under the Agreement; and		
5.3.6	use the SIA Supplies in accordance with such instructions, requirements and procedures as may be specified by SIA from time to time.		
5.4	Other than as expressly provided in this Clause 5, the Supplier shall not directly or indirectly do (or attempt, permit or cause to be done) any of the following: sell, offer for sale, use, assign, transfer, pledge, mortgage, charge, encumber or part with possession of or otherwise dispose or deal with any of the SIA Supplies (or any interest in such SIA Supplies).		
5.5	If the Supplier breaches Clause 5.4, SIA may take such steps as SIA considers necessary to release the relevant SIA Supplies from any pledge, mortgage, charge or encumbrance, to recover possession of the relevant		
	SIA Supplies, and/or to procure replacements for the relevant SIA Supplies. The Supplier shall indemnify SIA on demand for all costs and expenses incurred by SIA in connection with such steps.		
	Electronic Portal		
	The Supplier acknowledges and agrees that unless otherwise specified by SIA in writing, the SAP Business Network shall be the designated Electronic Portal for the purposes of the Agreement and for such purposes, shall, in addition to its obligations under Clauses 6.2 to 6.4 below, ensure, at its sole cost and expense, that:		
6.1.1	the Supplier shall be registered on SAP Business Network and shall have either a 'Standard' or 'Enterprise' account with SAP;		
6.1.2	the Supplier shall collaborate with the SAP to complete the onboarding process on the relevant platforms on the SAP Business Network;		
6.1.3	the Supplier shall be able to receive and accept Purchase Orders via the SAP Business Network;		
6.1.4	the Supplier shall perform appropriate follow-up actions in relation to each Purchase Order, including the sending of a Purchase Order confirmation to confirm the receipt and acceptance of such Purchase Order and an Advanced Shipment Notice to confirm the delivery to SIA;		
6.1.5	the Supplier shall comply with SIA's refund policy (including as specified in the Agreement) and issue a credit note or credit memo (as may be required by SIA in its sole and absolute discretion); and		
6.1.6	the Supplier shall comply with all terms and conditions relating to the access and use of the SAP Business Network.		
6.2	The Supplier shall ensure that it is able to, at all times during the Term, access and use the Electronic Portal for the purposes of:		
6.2.1	submitting invoices under the Agreement; and		
6.2.2	receiving and accepting Purchase Orders issued under the Agreement.		
6.3	The Supplier acknowledges and agrees that:		
6.3.1	the Electronic Portal may be operated and maintained by third parties;		
6.3.2	in any case, the Supplier's use of and access to the Electronic Portal is subject to such terms and conditions as may be prescribed; and		
6.3.3	SIA makes no warranties or undertakings concerning, and shall have no responsibility or liability in connection with:		
i	the condition, availability, accessibility, suitability, usability, workability, operability, standard of performance or any other issue or matter in relation to the Electronic Portal (including the speed at which the Supplier is able to submit or upload documents or files through the Electronic Portal, and the accuracy and completeness of information available on the Electronic Portal); nor		
ii	any act, omission, or negligence of any third party operating or maintaining the Electronic Portal (including any disclosure of any information uploaded or submitted by the Supplier through the Electronic Portal).		
6.4.	The Supplier shall bear any and all costs, expenses and/or fees it incurs in relation to its access and use of the Electronic Portal.		
7	Charges and Payment		
7.1	In consideration of the Supplier delivering and selling the Products to SIA and/or providing the Services to SIA, in each Payment Period in accordance with the Agreement, SIA shall pay the Supplier the Charges in respect of the Products delivered and sold, and/or the Services provided, to SIA during such Payment Period.		
7.2	The prices and/or rates for the Products and/or the Services as set out in the Agreement shall be fixed and shall not be revised or adjusted, except with SIA's prior written consent. Any additional or deviating Products and/or Services will be chargeable to SIA only if there was a prior written agreement in relation to the applicable charges.		
7.3	Any amounts payable by SIA to the Supplier under the Agreement shall		



	be determined on the last day of each Payment Period. The Supplier shall prepare and provide an invoice to SIA for such amounts, provided that the Supplier may only submit such invoice after:		
	7.3.1 the relevant Products and/or Services have been supplied to SIA to SIA's satisfaction and in accordance with the Agreement; and		
	7.3.2 SIA has issued an acceptance certificate for, or otherwise confirmed its acceptance of, the relevant Product and/or Service.		
7.4	Each invoice rendered by the Supplier pursuant to Clause 7.3 shall:		
	7.4.1 (unless instructed otherwise by SIA) be submitted to SIA through the Electronic Portal;		
	7.4.2 be submitted within such time period as may be specified in the Agreement or as otherwise agreed by SIA in writing; and		
	7.4.3 contain such details and be accompanied by such supporting documentation and information as SIA may require.		
	Any invoice that does not comply with the requirements set out in this Clause 7.4 may be considered as void, and SIA may disregard such invoice without any liability or obligation to make any payment in relation to such invoice.		
7.5	If SIA disagrees with or disputes any item in any invoice rendered by the Supplier pursuant to Clauses 7.3 and/or 7.4 above (including if SIA is not satisfied with the relevant Products and/or Services), SIA may withhold payment on such item until a resolution is reached with the Supplier. Any disputed invoice shall not be considered due until the disagreement or dispute has been resolved, and the relevant invoice corrected (if necessary), in each case, to SIA's satisfaction.		
7.6	Subject to Clauses 4.2.2, 4.2.3 and 7.5, paragraphs 6.4.3ii and 6.5 of Schedule 2 (<i>Supply of Products</i>), and paragraph 4.3.1 of Schedule 3 (<i>Supply of Services</i>), SIA shall pay each invoice rendered by the Supplier pursuant to Clauses 7.3 and 7.4:		
	7.6.1 within such time period as may be specified in the Agreement or as otherwise agreed by SIA in writing; or		
	7.6.2 in respect of Products delivered and sold, the date on which such Products are delivered to SIA pursuant to the Agreement, whichever is later.		
7.7	Any payment by SIA to the Supplier under the Agreement shall be made:		
	7.7.1 in Singapore dollars, unless otherwise specified in the Agreement, provided that if a payment is to be made in a currency other than Singapore dollars, SIA shall be entitled to effect the foreign exchange conversion at such rate and in accordance with such method as SIA may deem fit;		
	7.7.2 by electronic transfer to such bank account of the Supplier as the Supplier may notify SIA in writing, or by such other means as the Parties may agree in writing; and		
	7.7.3 in accordance with such other requirements as may be specified in the Agreement,		
	and the Supplier acknowledges and agrees that any payment made by SIA to the Supplier does not imply or constitute an admission on the part of SIA that any Products and/or Services have been accepted by SIA or a waiver of SIA's rights or release of the Supplier's obligations under the Agreement.		
7.8	Taxes		
	7.8.1 Each Party shall be responsible for all Taxes on their own respective income.		
	7.8.2 If any Taxes are required to be withheld from amounts paid or payable to the Supplier under the Agreement:		
	i such amounts will be deducted from the amounts due to the Supplier; and		
	ii SIA will pay such amount to the relevant authority in accordance with applicable Law.		
	7.8.3 In the absence of necessary documentation, prevailing Taxes will apply. Subject to Clause 7.8.1, the Supplier shall be solely liable, and shall indemnify SIA and each other Indemnified Party on demand, for any and all Taxes which may arise as a result of or in connection with the Agreement.		
	7.8.4 All amounts payable by SIA under the Agreement shall include any indirect Taxes imposed or levied in respect of the provision		
	of the Products and/or Services (including but not limited to any goods and services tax or value-added tax), unless expressly stated as being exclusive of any such Taxes.		
	7.8.5 If the Supplier is GST registered in Singapore (in accordance with the Singapore Goods and Services Tax Act 1993), any tax invoice issued by either Party shall comply with the Singapore Goods and Services Tax Act 1993. Each Party shall also do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other Party to claim any credit, set-off, rebate or refund, to which they are entitled, in relation to any amount of tax paid or payable in respect of any supply under the Agreement. The Supplier shall indemnify SIA and each other Indemnified Party on demand for any and all Claims in relation to any failure by SIA and/or such other Indemnified Party to claim any such credit, set-off, rebate or refund, to which SIA and/or such other Indemnified Party is entitled (or any part thereof) due to any failure by the Supplier to provide any such documentation or assistance.		
	7.9 Where any additional Taxes are proposed to be introduced and imposed on either of the Parties after the Commencement Date, each Party shall inform the other Party as soon as possible upon becoming aware of such proposal, whereupon both Parties shall enter into good faith negotiation with a view to reaching an agreement regarding the treatment of such Taxes. In the absence of such agreement, the Supplier shall be solely liable, and shall indemnify SIA and each other Indemnified Party on demand, for any and all such additional Taxes.		
	7.10 SIA may, in its sole and absolute discretion, deduct from or set off against any payment or amount due to the Supplier, any amount due to SIA or any other Indemnified Party from the Supplier, whether as liquidated damages, contractual damages, indemnity payment or otherwise and whether in relation to the same Project or otherwise.		
	7.11 Other than as expressly provided in this Clause 7, the Supplier shall not be entitled to any fee, remuneration, payment, reimbursement, indemnity, compensation or other amount from SIA in connection with the Agreement (and the matters contemplated under the Agreement).		
	8 Records and Audit		
	8.1 Unless otherwise instructed by SIA, the Supplier shall keep and maintain throughout the Term, complete and detailed records and data relating to:		
	8.1.1 the Supplier's Personnel, including:		
	i their personal details; and		
	ii where applicable, their respective visas, work permits and other documents as may be necessary to evidence that such Supplier's Personnel are legally permitted to work and reside in the relevant jurisdiction; and		
	8.1.2 the Project (including the time spent and materials used by the Supplier in connection with the Project),		
	in each case in accordance with generally accepted accounting principles and all applicable Laws. SIA may examine and/or make copies of any such records and data upon giving reasonable notice to the Supplier.		
	8.2 During the Term, SIA may from time to time audit, inspect, supervise and/or monitor (whether by itself or through a third party):		
	8.2.1 the operations of the Supplier and the performance of the Supplier's obligations under the Agreement, whether at the premises of SIA or at the premises of the Supplier or any Supplier's Personnel (including inspecting any Products prior to them being packed for delivery and/or conducting a stock take on any buffer stock maintained by the Supplier pursuant to paragraph 2 of Schedule 2 (<i>Supply of Products</i>));		
	8.2.2 the Supplier's Personnel;		
	8.2.3 the premises at which the Supplier conducts its operations (or any stage of its operations);		
	8.2.4 the records and data referred to in Clause 8.1; and/or		
	8.2.5 the procedures and internal controls of the Supplier,		
	in each case to assess and verify the Supplier's compliance with the Agreement and applicable Laws.		
	8.3 The Supplier shall provide SIA and such persons designated by SIA with all reasonable assistance, relevant information and documents and		



	necessary access to the relevant premises as SIA may require to carry out the audits, inspections, supervision and monitoring referred to in Clause 8.2.		on any flight operated by or on behalf of, any Singapore Airlines Entity) and/or loss of or damage to any property which may arise out or in consequence of any of the matters described in Clauses 10.1.1 to 10.1.6; and/or
8.4	The Supplier shall promptly implement and address all recommendations and comments arising from any audit, inspection, supervision and monitoring referred to in Clause 8.2 and if such audit, inspection, supervision and/or monitoring reveals that the Supplier is not complying with the Agreement, the Supplier must, and must ensure that any relevant Supplier's Personnel:		10.1.8 any enforcement or attempted exercise or enforcement by SIA of its rights and/or remedies against the Supplier in connection with the Agreement.
8.4.1	take such actions as are necessary to promptly remedy such non-compliance;	10.2	SIA shall not under any circumstances be liable to the Supplier in respect of any Claims (including any special, consequential or indirect loss, or any loss of revenue, profits, business, opportunity, custom or contracts however caused, whenever occurring and whether arising in contract, tort, negligence, under statute or otherwise) suffered or incurred by the Supplier, save to the extent that such exclusion of liability is prohibited by applicable Laws.
8.4.2	comply with any directions or instructions from SIA as to the manner (including timing) in which such non-compliance must be remedied; and	10.3	The aggregate liability of the Supplier to SIA for any Claim arising out of or in connection with the Agreement shall not be limited.
8.4.3	where such non-compliance relates to the Supplier overcharging SIA in any invoice and/or breaching the Agreement, indemnify SIA and each other Indemnified Party on demand for any and all Claims incurred in undertaking such audit, inspection, supervision and/or monitoring and immediately refund to SIA the full amount of any overcharge.	10.4	The provisions of this Clause 10 shall endure without limit in time.
		10.5	The Supplier acknowledges and agrees that it is not necessary for SIA to incur any expense, make any payment, mitigate any Claim or take any action before enforcing the indemnities conferred by Clause 10.1.
9	Undertakings, Representations and Warranties	11	Insurance
9.1	The Supplier undertakes, represents and warrants to SIA that:	11.1	Without prejudice to the Supplier's obligations to indemnify SIA under Clause 10.1, the Supplier shall, prior to the Commencement Date, effect, and at all times during the Term maintain, at its own cost, necessary insurance policies sufficient to cover its liabilities for the Term with reputable insurance companies satisfactory to SIA, including:
9.1.1	the Agreement is enforceable against the Supplier in accordance with its terms and conditions;	11.1.1	the insurance coverage described in the Agreement; and
9.1.2	all approvals, consents, licences and permits required for the Supplier to validly enter into and perform its obligations under the Agreement have been obtained and will continue in force for the duration of the Term (including any extension of the Term);	11.1.2	such insurance coverage as may be required under applicable Laws,
9.1.3	the Supplier shall at all times comply with all applicable Laws (including all data protection laws and all Import and Export Laws) and all standards, guidelines, policies and requirements which SIA may prescribe from time to time; and		(collectively, the Required Insurance).
9.1.4	the Supplier shall not do or omit to do anything that may cause:	11.2	The Supplier shall ensure that each policy of Required Insurance shall:
i	SIA to contravene any applicable Law (including any data protection laws or any Import and Export Laws); or	11.2.1	name each of SIA, its successors and assigns and each other Indemnified Party as an additional named insured;
ii	any approvals, consents, licences and permits held by SIA to be suspended, revoked, cancelled or withdrawn.	11.2.2	be endorsed such that each insured party is insured in a manner as if a separate policy had been issued to each of the insured parties;
		11.2.3	expressly provide for the waiver of all rights of subrogation against SIA, its assigns and related entities, which the insurer may otherwise be entitled to;
10	Indemnity and Liability	11.2.4	be primary coverage and not concurrent or excess over and without right of contribution from any other insurance which may be obtained by the insured parties;
10.1	The Supplier shall indemnify and hold harmless SIA, each other Singapore Airlines Entity and each of their respective shareholders, subsidiaries, partners, contractors, 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 Claims suffered or incurred by any of the Indemnified Parties or any third party arising out of or in connection with:	11.2.5	provide that SIA shall be given not less than 60 days' prior written notice of any change restricting or reducing the scope of coverage or any cancellation of such policy; and
10.1.1	any breach of the Agreement by the Supplier;	11.2.6	be taken out with reputable insurers with a long-term credit rating of at least "A-" by Standard & Poor's (or equivalent).
10.1.2	any breach of or failure or delay in complying with any applicable Laws by the Supplier or the Supplier's Personnel;	11.3	Where the Agreement specifies that the Supplier is required to take out and maintain Workmen Injury Compensation Insurance or Employer's Liability Insurance, the Supplier shall ensure that such policy shall be endorsed as follows:
10.1.3	any infringement or alleged infringement of any Intellectual Property Right of any person in relation to any Product delivered and/or sold, or any Service provided by the Supplier, to SIA pursuant to the Agreement;		ENDORSEMENT A
10.1.4	any Product delivered and/or sold to SIA (or any recall of any such Products), and/or any Service provided to SIA and/or the use or enjoyment by SIA of any of such Products and/or Services;		"If any workmen or employee employed by and within insured or by the Insured's Contractors as referred to in Endorsement B herein or any dependent of such workman or employee, brings or make a claim under the 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 on any contract covered by the terms and conditions of the policy which the Insured may be carrying out for SIA, the insurance company will indemnify SIA, its assigns, related and associated companies against such claim, and any costs, 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
10.1.5	the presence of the Supplier or the Supplier's Personnel at any premises of SIA;		
10.1.6	any statement, act, omission, fraud, negligence or default of the Supplier, the Supplier's Personnel or any affiliate of the Supplier, for which the Supplier shall be fully and solely liable and responsible;		
10.1.7	any death of, injury to and/or illness or disease suffered by any person (including any employee of, and any passenger carried		



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

"The indemnity herein 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 policy is granted but only so far as regards claims under the Work Injury Compensation Legislation or common law in force in Singapore."

11.4 The Supplier shall, prior to the Commencement Date and within 10 days after every renewal of such insurances throughout the Term, provide SIA with the policy documents or certificates of insurance evidencing compliance with Clauses 11.1, 11.2 and 11.3, unless otherwise instructed by SIA.

11.5 The Supplier shall not do or omit to do, or suffer to be done, anything which may render any policy of Required Insurance void or voidable, or otherwise result in any insurer being released from liability therefrom.

11.6 If the Supplier fails to:

11.6.1 effect or maintain in force any policy of Required Insurance in accordance with this Clause 11 (or show evidence of the same); and/or

11.6.2 ensure the punctual payment of any premium or amount payable in respect of any policy of Required Insurance (or show receipts of such payment),

SIA may itself effect or maintain such policy or pay or cause to be paid such premium or amount. The Supplier shall indemnify SIA on demand for all Claims incurred by SIA in connection with this Clause 11.6. Alternatively, SIA may set off against payments which may have accrued due and payable to the Supplier (whether or not relating to the same Project), the amount of any Claim suffered or incurred by SIA which would otherwise have been borne by an insurer.

12 Termination

12.1 Without prejudice to Clause 12.2, the Term shall terminate upon the expiry of the Term (as determined in accordance with the definition thereof).

12.2 In addition, SIA may terminate the Term with immediate effect by giving written notice to the Supplier if:

12.2.1 the Supplier commits any breach of any term of the Agreement;

12.2.2 any representation or warranty made (or deemed to be repeated) by the Supplier under or in connection with the Agreement is or provides to have been incorrect when made or deemed to be repeated;

12.2.3 the Supplier repudiates the Agreement or evidences an intention to repudiate the Agreement;

12.2.4 any of the approvals, consents, licenses and permits required for the Supplier to validly enter into and perform its obligations under the Agreement is revoked, cancelled, suspended, withdrawn or terminated (whether in whole or in part) or otherwise ceases to be in full force and effect;

12.2.5 SIA is of the view that the Supplier's financial position has deteriorated such that the Supplier's ability to perform its obligations under the Agreement has been placed in jeopardy;

12.2.6 any mortgagee, chargee or encumbrancer takes possession of, or a receiver is appointed over, any of the property undertakings, assets, rights or revenues of the Supplier, any distress or execution is levied or enforced in relation to any of the property undertakings, assets, rights or revenues of the Supplier, or any of the property, undertakings, assets, rights or revenues of the Supplier is seized, nationalised, expropriated or compulsorily acquired by or under the authority of any Government Authority;

12.2.7 the Supplier commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness, makes any voluntary arrangement with its creditors or becomes subject to an administration order, or an order of court is made to wind up the Supplier or to place it under judicial management, or a resolution is passed by the members of the Supplier for its winding up or liquidation;

12.2.8 the Supplier is, admits, is deemed, or is declared, to be unable to pay its debts under applicable Laws, or suspends or threatens to suspend making payments on any of its debts, or a moratorium is declared in respect of any indebtedness of the Supplier;

12.2.9 the Supplier ceases or suspends, or threatens to cease or suspend, carrying on business, or becomes insolvent;

12.2.10 the Supplier or any Supplier's Personnel does anything that, in SIA's opinion, brings SIA or any of its affiliates into disrepute or reduces or diminishes the goodwill, reputation, image, or prestige of SIA or any of its affiliates or of any trade mark, service mark, or trade name of SIA or any of its affiliates;

12.2.11 SIA incurs, is likely to incur, and/or considers in its sole and absolute discretion that there is a material risk that it may incur, Claims in connection with the Agreement which will not be reimbursed, indemnified, or otherwise compensated by the Supplier or the Supplier's insurers; or

12.2.12 any prototype samples provided by the Supplier fail to conform to the specifications or requirements set out in the Agreement, or if SIA determines, in its sole and absolute discretion, that the prototype samples or the progress of the prototype review is unsatisfactory for any reason.

12.3 SIA's right to terminate the Term shall be without prejudice to any other right or remedy of SIA in respect of the breach concerned or any other breach.

12.4 Despite the expiry or termination of the Term, the Supplier shall continue to perform and fulfil every Purchase Order issued by SIA prior to such expiry or termination and the terms and conditions of the Agreement shall continue to apply to each such Purchase Order even after the Term expires or terminates, unless otherwise instructed by SIA (in its sole and absolute discretion).

12.5 Upon the expiry or termination of the Term for any reason (other than to the extent required for the Supplier to comply with its obligations under Clause 12.4):

12.5.1 where the relevant Purchase Order specifies that the Supplier is required to supply services to SIA, the Supplier shall immediately cease the provision of the Services;

12.5.2 where the relevant Purchase Order specifies that the Supplier is required to supply services to SIA and the Term is terminated prior to its expiry, the Supplier shall indemnify SIA for such incremental costs and expenses incurred by SIA (including amounts paid to third parties) in connection with completing (or engaging any other person to complete) any uncompleted Services, which SIA would not otherwise have incurred if the Term had not been terminated prior to its expiry;

12.5.3 the Supplier shall and shall ensure that any and all goods, products and items already manufactured, prepared or produced by or on behalf of the Supplier which bear the logo, logo-type, name or any other registered or unregistered trade mark of SIA or any of its related entities, and which have not been purchased by and delivered to SIA, shall be immediately destroyed;

12.5.4 the Supplier shall immediately remove or procure the removal of all Supplier's Personnel and tools, equipment, supplies, plant, materials, consumables and/or facilities of the Supplier or the Supplier's Personnel located at any premises of SIA;

12.5.5 the Supplier shall immediately return to SIA all the SIA Supplies and SIA Materials;

12.5.6 the Supplier shall do all things as may be necessary to ensure a smooth transition and handover of its functions and activities to SIA or to such other person as SIA may designate; and

12.5.7 all rights and licences granted to the Supplier under the Agreement (including rights and licences to access and use the SIA Materials and SIA Systems) shall cease with immediate effect.

12.6 If the Supplier fails to comply with any of its obligations under Clause 12.5, SIA may, itself, or by engaging such other contractors or persons as SIA considers appropriate, carry out and complete such obligations on behalf



	of the Supplier. The Supplier shall indemnify SIA on demand for all Claims incurred by SIA in connection with carrying out and completing such obligations.			any purpose or for the benefit of any person, other than for the purpose of providing the Products and/or the Services;
12.7	The expiry or termination of the Term for any reason shall not:	15.1.4		ensure that Confidential Information is stored properly and securely; and
12.7.1	affect the accrued rights of any Party under the Agreement;	15.1.5		take all precautions as may be necessary or desirable to prevent the unauthorised disclosure and use of, and access to, Confidential Information.
12.7.2	release any Party from any obligation or liability which at the time of such expiry or termination has already accrued; or	15.2	Clause 15.1	shall not apply to Confidential Information which:
12.7.3	affect the continuation in force of the provisions of the Agreement which are not expressed to be or by their nature ought not to be contingent upon the continuation in force of the Term.	15.2.1		at the time it is made available to or received by the Supplier, is in the public domain, and shall cease to apply to any information which subsequently becomes publicly available, otherwise than as a result of any breach of Clause 15.1;
12.8	Without prejudice to any of SIA's other rights and remedies under the Agreement, if SIA terminates the Term pursuant to Clause 12.2, SIA:	15.2.2		is required to be disclosed by the Supplier pursuant to any applicable Law, provided that the Supplier shall:
12.8.1	shall not be required to make any payment in respect of any Products and/or Services not yet supplied on the effective date of such termination;	iii		inform SIA in advance of the disclosure to be made, provide SIA with the opportunity to contest such requirement and consult with SIA as to the form, timing, content and manner of such disclosure;
12.8.2	may recover from the Supplier all moneys paid for any Product (or part of such Product) and/or Service (or part of such Service) not yet supplied under the Agreement; and	iv		disclose only the minimum Confidential Information required to comply with the relevant Law, taking into account the comments of SIA in making such disclosure; and
12.8.3	may apply any amount due from SIA to the Supplier under the Agreement towards the satisfaction of:	v		use reasonable endeavours to ensure that such Confidential Information disclosed will be accorded confidential treatment; or
i	any Claims recoverable by SIA from the Supplier in consequence of the Supplier's breach of the Agreement; and	15.2.3		is disclosed by the Supplier to the Supplier's Personnel, on a need-to-know basis and solely for the purpose of providing the Products and/or Services, provided that the Supplier shall ensure that each such Supplier's Personnel:
ii	any other amounts payable by the Supplier to SIA under the Agreement.	vi		is aware of the nature of the Confidential Information and the obligations under this Clause 15, and complies with and observes this Clause 15 as if he/she were the Supplier; and
13	Non-Exclusivity	vii		if requested by SIA, delivers to SIA a duly executed non-disclosure undertaking in favour of SIA, in such form and content as may be satisfactory to SIA.
13.1	Unless otherwise agreed in writing by SIA:	15.3		The Supplier shall promptly, when requested by SIA, provide SIA with a list of persons to whom the Supplier has disclosed or made available Confidential Information.
13.1.1	the engagement by SIA of the Supplier to deliver and sell the Products, and/or provide the Services under the Agreement, shall not be regarded as exclusive. SIA shall be free to engage any person to provide to SIA goods, products and/or services that are the same or similar to the Products and/or the Services; and	15.4		The Supplier shall not issue or make any media release, announcement or communication, nor post anything on social media, in connection with the Agreement, its terms, any of the Products and/or Services, or SIA, without the prior written consent of SIA. The Supplier must provide SIA with a draft of any media release, announcement, communication or social media post by the Supplier for review and approval prior to release and to the extent that SIA has provided such approval, the Supplier must comply with SIA's brand guidelines, as they may apply from time to time.
13.1.2	nothing in the Agreement shall entitle the Supplier to be engaged to deliver, sell or provide to SIA any goods, products or services, other than the Products or the Services, as applicable.	15.5		The Supplier shall be solely responsible for ensuring that any person to whom the Supplier discloses Confidential Information shall be subject to, comply with and observe this Clause 15. The Supplier shall be liable for any failure of such person to comply with and observe this Clause 15 as if the Supplier had itself breached this Clause 15.
14	Assignment and Transfer	15.6		If the Supplier suspects, or becomes aware of, any actual, threatened or pending publication, disclosure and/or abuse of any Confidential Information, the Supplier shall notify SIA of the full details of such publication, disclosure and/or abuse, and shall provide all assistance and cooperation as may be required by SIA in connection with any action or proceeding SIA may take in respect of such publication, disclosure and/or abuse.
14.1	The Agreement shall be binding upon and enure to the benefit of each Party and its successors and permitted assigns.	15.7		The Supplier shall, on request by SIA and otherwise upon the expiry or termination of the Term, immediately,
14.2	The Supplier shall not assign, transfer, novate, sub-contract, delegate or otherwise deal or dispose of any or all of its rights or obligations under the Agreement without the prior written consent of SIA. Despite any consent given by SIA, the Supplier shall remain solely responsible to SIA for the due performance of all of its obligations in accordance with the terms and conditions of the Agreement and the Supplier shall be liable, and indemnify SIA and each other Indemnified Party on demand, for all acts and omissions of its sub-contractors in connection with the Agreement as if they were the acts and omissions of the Supplier.	15.7.1		return to SIA; or
14.3	SIA may assign, transfer, novate, sub-contract, delegate or otherwise deal or dispose of any of its rights and obligations under the Agreement without reference to the Supplier. The Supplier shall do such things and execute such documents as may be necessary or as SIA may otherwise require to give effect to such assignment, transfer, novation, sub-contracting, delegation, dealing or disposal.	15.7.2		delete from any material,
15	Confidentiality			all Confidential Information, and at the option of SIA:
15.1	Subject to Clause 15.2, the Supplier shall (except with the prior written consent of SIA):	15.7.3		return; or
15.1.1	maintain in strictest confidence, all Confidential Information (and the existence of Confidential Information and the fact that Confidential Information has been provided to the Supplier);	15.7.4		destroy,
15.1.2	not disclose to any person any Confidential Information (or the existence of any Confidential Information or the fact that any Confidential Information has been provided to the Supplier);			all other documents and tangible items which contain or refer to any Confidential Information.
15.1.3	not use any Confidential Information directly or indirectly for			



15.8	Other than as expressly provided in this Clause 15, nothing in the Agreement shall confer on, transfer to or vest in the Supplier any right, title or interest in any Confidential Information. As between the Parties, all Intellectual Property Rights however and whenever arising in or to the Confidential Information shall vest in and belong solely to SIA.		form relating to SIA and/or its related entities, and/or their respective employees, customers, suppliers, affairs, operations, business methods and/or work systems, and/or any business relationship, arrangement, contract or transaction between SIA and any person,
15.9	It is acknowledged and accepted that:		(collectively, the SIA Materials).
15.9.1	any breach by the Supplier of any provision of this Clause 15 is likely to cause irreparable harm to SIA and its interests;	17.1.2	The Supplier shall not alter, remove or destroy any proprietary marking or confidentiality legend or notice placed upon or contained within, or attempt to reverse engineer directly or indirectly, any of the SIA Materials.
15.9.2	monetary damages are unlikely to adequately compensate SIA in such event; and	17.1.3	The Supplier shall take such steps as SIA may require from time to time to protect the SIA Materials.
15.9.3	in the event of any actual or threatened breach of any provision of this Clause 15, SIA may apply for and obtain injunctive or other equitable relief from any court of competent jurisdiction to enjoin such breach (without being required to post any bond or other security therefor). The Supplier expressly submits to the jurisdiction of any such court for the purpose, and consents to the issuance by such court of a temporary restraining order to maintain the status quo pending the outcome of any substantive proceedings.	17.2	New IP
15.10	Without prejudice to any of the Supplier's other obligations, the Supplier shall comply with, and ensure that all of the Supplier's Personnel shall comply with, all confidentiality and personal data protection Laws (including all data protection laws), and all policies, standards, requirements and specifications as may from time to time be prescribed by SIA, with respect to safeguarding Confidential Information.	17.2.1	SIA shall own all New IP (and all rights, title and interests in and to such New IP). To the extent that any right, title and/or interest in or to any New IP shall, despite this Clause 17.2.1, vest in the Supplier, the Supplier absolutely and irrevocably assigns to SIA all its rights (including Intellectual Property Rights), title and interest in and to all New IP. The Supplier shall execute any further documents and do all such acts or things as SIA may request in order to vest all such rights (including Intellectual Property Rights), title and interest in and to the New IP in SIA.
15.11	The obligations contained in this Clause 15 shall endure without limit in time.	17.2.2	The Supplier shall procure that all of the Supplier's Personnel shall assign to SIA such rights which they may have in the New IP and, if requested by SIA, the Supplier shall ensure that such Supplier's Personnel enter into a separate agreement directly with SIA for this purpose.
16	Personal Data	17.2.3	To the extent permitted by applicable Law, the Supplier shall, and shall procure that each Supplier's Personnel shall, waive all moral rights (such as the rights to be named as author, to modify, and to prevent commercial exploitation) in respect of the New IP.
16.1	The Supplier acknowledges that it is aware of and is in compliance with the requirements under all applicable data protection laws, including but not limited to the General Data Protection Regulation, the California Consumer Privacy Act of 2018, and the Personal Data Protection Act 2012. SIA shall have the right to terminate this Agreement if the Supplier is found to have breached any provision under this Clause 16.1, and such breach is capable of being remedied but fails to be remedied within 14 days. The provisions of this Clause 16.1 shall survive and continue to be binding on the Parties after the termination or expiry of this Agreement.	17.2.4	The Supplier shall, as soon as reasonably possible after becoming aware of any New IP or within 10 days of any request from SIA, disclose to SIA details of all such New IP.
16.2	The Supplier agrees that it will (in addition to, and without affecting, any other rights or remedies that SIA may have under statute, common law, or otherwise) indemnify and hold harmless SIA, on demand from and against all claims, liabilities, costs, expenses, loss, or damage incurred by SIA including consequential losses, loss of profit, and loss of reputation and all interest, penalties, and legal and other professional costs and expenses arising directly or indirectly from a breach of Clause 16.1 by the Supplier or enforcement of any rights under it.	17.2.5	The Supplier shall not, and shall not directly or indirectly assist any other person to, contest or challenge SIA's title to, or the validity of, any SIA Material or New IP, or do or omit to do anything which is likely to prejudice, jeopardise or invalidate SIA's rights, title and interests in or to any SIA Material or New IP.
17	Intellectual Property Rights	17.3	SIA Systems
17.1	SIA Materials	17.3.1	The Supplier undertakes to, and shall ensure that each of the Supplier's Personnel shall, observe all terms, conditions, procedures and/or restrictions which SIA notifies to the Supplier regarding the access and/or use of any SIA System.
17.1.1	As between the Parties, SIA is and shall be the owner of all Intellectual Property Rights anywhere in the world in the following subject matter and all modifications, enhancements and derivative works of such subject matter:	17.3.2	As between the Parties, SIA shall at all times retain the ownership of the SIA Systems and the data contained or hosted in the SIA Systems, and the Supplier shall have no interest in the SIA Systems.
i	all works, content, data, information, documents and materials, whether in tangible, electronic or any other form, that are acquired or developed by or licensed to SIA, whether before or after the Commencement Date;	17.4	SIA logos
ii	all works, content, data, information, documents and materials, whether in tangible, electronic or any other form, that are disclosed, furnished or made available to the Supplier by or on behalf of SIA, or otherwise received or obtained by the Supplier in connection with or by virtue of the Agreement or the performance of the Supplier's obligations under the Agreement, whether before or after the Commencement Date; and	17.4.1	The Supplier will not sell, gift or transfer to any person, nor dispose or otherwise deal with, any item or product which bears the logo, logo-type, name or any other registered or unregistered trade mark of SIA or any of its related entities.
iii	all works, content, data, information, documents and materials, whether in tangible, electronic or any other	17.4.2	Unless agreed to or directed by SIA, the Supplier shall not display its name, logo, brand name or any other representation on any Product or item used to provide the Services (as applicable).
18	Anti-Bribery/Corruption		
18.1	The Supplier represents and warrants that it is in compliance with all laws of those countries in which it operates, including all anti-bribery and anti-corruption laws, and will remain in compliance with all such laws during the Term. The Supplier further represents and warrants that it has not made, authorised or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in		



	order to:				mentioned in the Agreement and as regards any dates and periods which may be substituted for them in accordance with the Agreement or by agreement in writing between the Parties.
	18.1.1	improperly influence any act, decision or failure to act by that official or person;			
	18.1.2	improperly induce that official or person to use that official's or person's influence with a government or business entity to affect any act or decision by such government or entity; or	23.3		Other than as expressly provided in the Agreement, each Party shall bear its own costs and expenses in connection with the preparation, negotiation, entry into and performance of the Agreement, and any amendment of or waiver in respect of the Agreement.
	18.1.3	secure any improper advantage.			
18.2		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-bribery or anti-corruption law, it shall immediately disclose such activity to SIA. If, after consultation by the Parties, any concern cannot be resolved in the good faith and reasonable judgment of SIA, then SIA, on written notice to the Supplier, may despite any other term of the Agreement terminate the Term with immediate effect. SIA may terminate the Term with immediate effect if the Supplier breaches this, or any other, representation, warranty or undertaking set forth in the Agreement.	23.4		Neither Party shall by virtue of the Agreement be deemed to be a partner, agent or employee of the other Party. Nothing in the Agreement shall be construed as creating a partnership, fiduciary relationship, agency, joint association or trust. Each Party will be responsible only for its obligations under the Agreement and neither Party shall be authorised to represent or bind or make commitments for or on behalf of the other Party to any other person.
			23.5		At any time after the Commencement Date, the Supplier shall, and shall use its reasonable endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as may be required by applicable Laws or as SIA may reasonably require for the purpose of giving to SIA the full benefit of all the provisions of the Agreement.
19	Sanctions				
19.1		The Supplier represents and warrants that neither the Supplier, the Supplier's Personnel nor any of each of their affiliates, directors, employees or agents is a Sanctions target or in breach of any Sanctions.	23.6		Without prejudice to Clause 23.5, on request by SIA, the Supplier shall do or procure the doing of all such acts and execute or procure the execution of all such documents as SIA may consider necessary or desirable for compliance with any applicable Law.
20	Global Trade Compliance				
20.1		The Supplier shall comply with any and all applicable Import and Export Laws governing or controlling the transfer, export, import, retransfer or re-export of any goods, services and/or associated technical data subject to the Agreement or that apply to each Party's respective activities and obligations under the Agreement.	23.7		In the event that any provision of the Agreement is determined by a court or adjudicator of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, such invalid, illegal or unenforceable provision (or any part of such provision) shall be deemed to be deleted from the Agreement and the remainder of the Agreement will remain in full force and effect. The illegality, invalidity or unenforceability of any provision of the Agreement under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction.
21	Code of Conduct				
21.1		The Supplier acknowledges and agrees that it is aware of and is in compliance with the Singapore Airlines Limited Suppliers' Code of Conduct (SCOC).			
21.2		SIA may terminate the Term with immediate effect if the Supplier is found not to be in compliance with the SCOC.	23.8		Any provision or breach of any provision of the Agreement may be waived only if the relevant Party so agrees in writing. Any waiver or consent given by the relevant Party under any provision of the Agreement must also be in writing. Any such waiver or consent may be given subject to any condition thought fit by that Party and shall be effective only in the instance and for the purpose for which it is given.
22	Business Continuity Plans				
22.1		The Supplier shall implement Business Continuity Plans, in order to provide support to SIA in the event of a business operations disruption, in which the agreed delivery of Products or Services by the Supplier is disrupted beyond its reasonable control.	23.9		No failure on the part of a Party to exercise, and no delay on its part in exercising, any right or remedy under the Agreement will operate as a waiver of any such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. The rights and remedies provided in the Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
22.2		For the purposes of this Clause 22, Business Continuity Plan means a documented plan that guides an organisation to respond to a business operations disruption and resume, recover and restore the delivery of goods and services consistent with its business continuity objectives.			
22.3		Notwithstanding any other provision of the Agreement to the contrary:			
	22.3.1	the Supplier will, as soon as reasonably practical, provide SIA with notice of such a business operations disruption;	23.10		A person who or which is not party to the Agreement (other than an Indemnified Party) shall not have any right under the Contracts (Rights of Third Parties) Act 2001 to enforce any provision of the Agreement.
	22.3.2	SIA will establish its needs in the event of a business operations disruption and may provide the Supplier with its current Business Continuity Plans;	23.11		The Agreement may be entered into in any number of counterparts and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original, and all the counterparts so executed by the Parties shall together constitute one and the same instrument and shall be binding on the Parties as if they had executed the Agreement in a single document.
	22.3.3	the Supplier shall follow any related instructions which SIA may have; and			
	22.3.4	in the absences of SIA's instructions, in part of whole, the Supplier shall follow its own Business Continuity Plans that takes into account SIA's needs, as provided to the Supplier.	23.12		Signatures may be exchanged by email or through the Electronic Portal (as SIA may specify) or in such other form or manner as may be acceptable to SIA in its sole and absolute discretion (failing which, SIA may, in its sole and absolute discretion, reject such signature), with original signatures to follow if so required by SIA. Each Party agrees that it is bound by its own electronic signature and that it accepts the electronic signature of the other Party, where such signatures are exchanged through the Electronic Portal.
22.4		All documentation and information pertaining to the business operations disruption is the property of SIA and shall be kept confidential by the Supplier, in accordance with Clause 15 (<i>Confidentiality</i>).			
23	Miscellaneous				
23.1		The damages, amounts, deductions and remedies of SIA provided for in the Agreement are genuine pre-estimates of the likely or possible loss or damage which may be suffered or incurred by SIA in the relevant circumstances and shall not be construed as a penalty. The Supplier waives any defence as to the validity of any such damages, amounts, deductions and/or remedies being void as a penalty or being otherwise invalid or unenforceable.	24	Dispute Resolution	
23.2		Time shall be of the essence both as regards any dates and periods	24.1		The Agreement shall be subject to the exclusive jurisdiction of the courts of Singapore.

TERMS AND CONDITIONS OF PURCHASE ORDER



25	Governing Law
25.1	The Agreement shall be governed by and construed in accordance with the laws of Singapore.



Schedule 1.
Purchase Orders

1 SIA requests

- 1.1 SIA may from time to time during the Term issue a written notice (a **Purchase Order**) requesting the Supplier to (as applicable):
- 1.1.1 sell and deliver to SIA such Products, in such quantities and at such time and location as SIA may require by giving written notice to the Supplier; or
 - 1.1.2 provide to SIA such Services, for such duration and at such location as SIA may require by giving written notice to the Supplier.

2 Purchase Orders

- 2.1 SIA may state in each Purchase Order:
- 2.1.1 in relation to the supply of goods or products to SIA:
 - i the Products in respect of which the Purchase Order is given;
 - ii the quantities of each such Product required by SIA;
 - iii the date and time on or by which the Products are to be delivered;
 - iv the location at which the Products are to be delivered (**Delivery Location**);
 - v any modification or customisation to the Products that SIA may specify from time to time; and
 - vi any other term and/or condition that SIA may specify from time to time; and
 - 2.1.2 in relation to the supply of services to SIA:
 - i the Services in respect of which the Purchase Order is given;
 - ii the duration for which each Service is required by SIA;
 - iii the date and time at or by which the Services are to be performed and completed;
 - iv the location at which the Services are to be performed and completed;
 - v any modification or customisation to the Services that SIA may specify from time to time; and
 - vi any other term and/or condition that SIA may specify from time to time.

3 Terms in Purchase Orders

- 3.1 The supply of the Products or Services specified in a Purchase Order shall be subject to the terms set out in such Purchase Order (in addition to the terms of the Agreement). The Supplier shall comply with and observe the terms set out in each Purchase Order in addition to the terms of the Agreement. In the event of any inconsistency or conflict between the terms of the Agreement and the terms set out in a Purchase Order, the terms set out in the Agreement will prevail to the extent of such inconsistency or conflict.
- 3.2 SIA may, in its sole and absolute discretion, cancel or reduce the quantity of a Product or Service specified in a Purchase Order, or amend the applicable terms and/or conditions specified in a Purchase Order, by notifying the Supplier before the relevant Delivery Date or if the Supplier fails to supply a Product or Service in accordance with the terms of the Agreement on the relevant Delivery Date. SIA shall not be liable for Claims (including any amounts which would otherwise have been payable) in relation to any such cancelled or reduced Products or Services.

TERMS AND CONDITIONS OF PURCHASE ORDER



Schedule 2.
Supply of Products

1 Delivery

- 1.1 During the Term, the Supplier shall manufacture (or procure the manufacture of) and sell to SIA the Products stated in each Purchase Order in the quantities stated in such Purchase Order, and punctually deliver such Products to SIA at the Delivery Location on or by the date and time specified in such Purchase Order.
- 1.2 The Supplier shall be responsible for all costs and expenses in relation to the delivery of the Products stated in each Purchase Order in the quantities stated in such Purchase Order, to the Delivery Location on or by the date and time specified in such Purchase Order, including, where applicable, costs and expenses in relation to:
- 1.2.1 the customs clearance of such Products upon arrival in Singapore, including all clearance costs (including any taxes and duties levied by the customs and excise authorities in Singapore for the importation of such Products), handling charges, freight and other costs; and
- 1.2.2 the unstuffing and removal of the Products from the containers in which the Products are delivered, in accordance with paragraph 1.6 of this Schedule 2 (*Supply of Products*).
- 1.3 The Supplier shall not make any partial delivery of Products under any Purchase Order unless otherwise specified in such Purchase Order. Early deliveries are only permitted with the prior written consent of SIA.
- 1.4 All Products sold under the Agreement are, and shall be delivered, on the basis of the Prescribed Incoterm, and the provisions of the Incoterms 2010 published by the International Chamber of Commerce shall apply. In the event of any inconsistency between any term of the Agreement and the Prescribed Incoterm, the term of the Agreement shall prevail to the extent of such inconsistency.
- 1.5 The United Nations Convention for the International Sale of Goods (1980) is excluded and shall not apply to the Agreement.
- 1.6 Upon the delivery of the Products, where the Products are delivered in containers, the Supplier shall unstuff and remove the Products from such containers at the Delivery Location. In providing such unstuffing services, the Supplier shall:
- 1.6.1 conform in every respect with such safety and security rules and regulations as SIA may prescribe in connection with entering onto or remaining at the Delivery Location;
- 1.6.2 clear away and remove from the Delivery Location the containers in which the Products are delivered, as well as any and all material of every kind (including any debris, rubbish and waste materials) arising out of the Supplier's activities at the Delivery Location;
- 1.6.3 remain at the Delivery Location only for so long as is reasonably necessary to effect the delivery of the Products and to fulfil its obligations under this paragraph 1.6; and
- 1.6.4 make every effort to avoid or minimise any disturbance or inconvenience to SIA or its operations.
- 1.7 The Products shall not be regarded as having been delivered in accordance with the terms of the Agreement unless and until the Products have been unstuffed from the containers in which they have been delivered in accordance with paragraph 1.6 of this Schedule 2 (*Supply of Products*).

2 Compliance with Specifications

- 2.1 The Supplier shall ensure that all Products delivered to SIA shall conform to the Specifications of such Products in all respects. The Supplier shall not sell or deliver to SIA any Product which deviates from the applicable Specifications in any respect, without the prior written consent of SIA.
- 2.2 For each Purchase Order, the Supplier shall, unless otherwise instructed by SIA:
- 2.2.1 inspect all Products to be delivered to SIA pursuant to such Purchase Order, and provide SIA with a certificate of compliance certifying that all such Products conform in all respects to the Specifications of such Products (other than where SIA consents to any deviation from such Specifications, in which case a description of such deviation shall be included

in such certificate); and

- 2.2.2 deliver to SIA statistical quality control charts (containing such data and analyses as SIA may require) in relation to all Products delivered to SIA pursuant to such Purchase Order.
- 2.3 In addition, the Supplier shall unless otherwise instructed by SIA, prior to the first shipment of each Product to be supplied under the Agreement, provide samples from the first production of each such Product for SIA's inspection, provided that any inspection or approval by SIA of any sample shall not affect the Supplier's obligations or SIA's rights under the Agreement in any way.
- 2.4 During the Term, the Supplier shall not engage a new manufacturer to manufacture any of the Products, or replace the existing manufacturer of any of the Products, without the prior written consent of SIA (which consent shall be subject to such terms and conditions as SIA may prescribe, including a reduction in the Charges). Where the Supplier wishes to engage a new manufacturer or replace an existing manufacturer, the Supplier shall:
- 2.4.1 provide SIA with not less than 60 days' prior written notice of such engagement or replacement (as the case may be), together with such information as SIA may require (including information on the Products to be manufactured by such new manufacturer);
- 2.4.2 without prejudice to paragraph 2.3 of this Schedule 2 (*Supply of Products*), provide SIA with samples produced by such new manufacturer for SIA's inspection; and
- 2.4.3 without prejudice to Clause 8.2.1, provide all reasonable assistance as SIA may require to enable SIA (or a third party designated by SIA) to inspect the premises (including any production facilities) which are intended to be used by the new manufacturer in connection with such engagement, including to procure the necessary access to the relevant premises, provided that any inspection or approval by SIA of any premises or samples shall not affect the Supplier's obligations or SIA's rights under the Agreement in any way.
- 2.5 Upon SIA's request, the Supplier shall disclose to SIA information in relation to the methods and/or procedures used by the Supplier for the analysis or inspection of any Product.
- 2.6 The Supplier shall provide such technical support (including conducting inspections or quantitative or qualitative analyses, and providing reports of such inspections or analyses) in relation to the Products as may be requested by SIA from time to time.
- 3 Packaging**
- The Supplier shall:
- 3.1.1 package the Products to be delivered to SIA:
- i in suitable materials that are securely packed in cartons and/or containers with adequate protective materials, such that the Products are in a condition suitable and safe for the modes of carriage by which the Products are to be delivered to SIA, and are capable of at least withstanding ordinary risks of handling and carriage; and
- ii in any event in accordance with the relevant Purchase Order, all applicable Laws and standard trade practices;
- 3.1.2 ensure that the cartons and/or containers containing Products to be delivered to SIA are affixed with legibly printed labels which indicate handling and transportation instructions, a description of the contents and the expiry or best by date (if applicable) of the contents, and in any event in accordance with the requirements set out in the relevant Purchase Order; and
- 3.1.3 include, in each delivery of the Products, such notes, certifications, documents and materials in relation to such Products as may be specified in the relevant Purchase Order.
- 3.2 SIA shall not be obliged to return to the Supplier, retain or destroy any packaging of any Product.

TERMS AND CONDITIONS OF PURCHASE ORDER

**4 Delay**

4.1 The Supplier must notify SIA immediately in writing or through the Electronic Portal if the Supplier becomes aware that the Supplier will or may not be able to deliver any Product under any Purchase Order in accordance with the Agreement. Such notice must contain:

- 4.1.1 the reason for the delay;
- 4.1.2 the Supplier's best estimate of the date it will supply the Products;
- 4.1.3 the steps that have been, and are being, or will be taken to manage the delay and its causes; and
- 4.1.4 any anticipated impact on SIA.

4.2 It is the sole responsibility of the Supplier to ensure that all Products are delivered to SIA in the quantities, at the Delivery Location, and on or before (but no earlier than 7 days before, unless permitted otherwise by SIA) the date and time, as specified in the relevant Purchase Order, and to avoid or prevent any delay in the delivery of such Products to SIA.

4.3 If the Supplier fails to deliver any of the Products under a Purchase Order in accordance with paragraph 4.2 of this Schedule 2 (*Supply of Products*), the Supplier shall pay to SIA as liquidated damages, and SIA may recover as a debt due and payable from the Supplier, the following amounts:

- 4.3.1 for each of the first two occasions of delay within a rolling 12-month period:
 - i an amount equal to the sum of S\$100 and 0.143% of the total value of such Purchase Order;
 per day for each day of delay (or part thereof), between the date for delivery specified in such Purchase Order and the date on which such Product is actually delivered to SIA by or on behalf of the Supplier or purchased by SIA pursuant to paragraph 4.4 of this Schedule 2 (*Supply of Products*), up to a maximum of the total value of such Purchase Order; and
- 4.3.2 for any subsequent occasion of delay within the same 12-month period,
 - i an amount equal to the sum of S\$100 and 0.715% of the total value of such Purchase Order;
 per day for each day of delay (or part thereof), between the date for delivery specified in such Purchase Order and the date on which such Product is actually delivered to SIA by or on behalf of the Supplier or purchased by SIA pursuant to paragraph 4.4 of this Schedule 2 (*Supply of Products*), up to a maximum of the total value of such Purchase Order,

or such other amount as may be specified in the relevant Purchase Order. For the purposes of this paragraph 4.3, the total value of a Purchase Order shall be calculated as the total amount payable under such Purchase Order had such Purchase Order been properly fulfilled (and all Products in respect of which such Purchase Order is given had been delivered to SIA in accordance with paragraph 4.2 of this Schedule 2 (*Supply of Products*)), excluding Taxes.

4.4 Without prejudice to any of SIA's other rights and remedies, if the Supplier fails to deliver any of the Products under a Purchase Order in accordance with paragraph 4.2 of this Schedule 2 (*Supply of Products*):

- 4.4.1 SIA may at any time and at its sole and absolute discretion, elect to purchase such undelivered Products from such third party as SIA may consider appropriate. The Supplier shall indemnify SIA for, and SIA may recover as a debt due and payable from the Supplier, the incremental costs and expenses incurred by SIA in connection with purchasing the relevant Products from such third party, which SIA would not otherwise have incurred if the Supplier had delivered such Products in accordance with paragraph 4.2 of this Schedule 2 (*Supply of Products*); and
- 4.4.2 if SIA does not exercise its rights under paragraph 4.4.1, the Supplier shall (at no additional cost to SIA) take all steps necessary to remedy such failure as soon as possible and minimise the effects of such failure.

5 Title

5.1 Title and property to each Product to be delivered and sold to SIA pursuant to a Purchase Order shall pass from the Supplier to SIA, and vest in SIA,

on the earlier of:

- 5.1.1 such Product being delivered to SIA (or to such other person as may be authorised or designated by SIA) at the Delivery Location; and
- 5.1.2 SIA's payment of the Charges for such Product to the Supplier.

6 Warranties

6.1 The Supplier represents, warrants and undertakes that each and every Product supplied to SIA pursuant to the Agreement (including its packaging) shall:

- 6.1.1 conform in all respects to the Specifications of such Product and the requirements set out in the Agreement, and shall not contain any restricted, harmful, hazardous or toxic substances or any prohibited substances (other than to the extent permitted under applicable Laws or otherwise required in the Agreement);
- 6.1.2 be safe for human use or consumption and for use in a commercial aviation operation;
- 6.1.3 correspond in all respects with any sample provided by the Supplier;
- 6.1.4 for a period of 12 months after the date such Product is delivered to SIA (or such other period as may be specified in the Agreement) or the expiry date of the Product if applicable, be free from defects, faults and deficiencies (whether in design, material, workmanship or otherwise);
- 6.1.5 be merchantable, of satisfactory quality and good material and workmanship, and fit for the purposes for which SIA requires such Product, and otherwise for which such Product is ordinarily required or used;
- 6.1.6 comply with all applicable Laws and other recognised professional standards, and shall be in accordance with generally accepted commercial practice and standards;
- 6.1.7 meet any additional acceptance requirements as notified by SIA from time to time; and
- 6.1.8 where the Products contain or comprise software, such Products will be free of software viruses, trojan horses, worms or other harmful code.

6.2 The Supplier further represents, warrants and undertakes that:

- 6.2.1 it is, and shall at all times during the Term be, able to pass clean and marketable title to each and every Product supplied to SIA in accordance with the Agreement;
- 6.2.2 property and title to each Product will vest in SIA in accordance with the Agreement, free from liens, charges, encumbrances, mortgages and other security interests;
- 6.2.3 the manufacture (including any process or any material used by or on behalf of the Supplier), sale and delivery of each Product pursuant to the Agreement does not and will not constitute an infringement of any Intellectual Property Right of any person;
- 6.2.4 it has not received notice of, and is not otherwise aware of, any Claim in respect of any Intellectual Property Right in relation to any Product anywhere in the world; and
- 6.2.5 it, and each of the Supplier's Personnel possesses, and shall continue to possess for the duration of the Term, all expertise, resources, knowledge and skills required for supplying products of the type and complexity of the Product.

6.3 Without prejudice to any of SIA's other rights or remedies under the Agreement, SIA may conduct quality checks on samples of the Products delivered by the Supplier under any Purchase Order at any time. If any of such samples are determined by SIA to be:

- 6.3.1 in breach of any of the warranties set out in paragraphs 6.1 and 6.2 of this Schedule 2 (*Supply of Products*); or
- 6.3.2 the subject of any complaints from SIA passengers, or in SIA's opinion could potentially be deemed offensive by SIA passengers or in any destination SIA operates in for political, religious, cultural or any other reason,

SIA may, at its discretion, by written notice to the Supplier elect to either:

- i reject the entire shipment of Products from which



	such samples were taken (in which case, the rejected Products shall constitute Non-Conforming Products);	6.5	Neither the inspection by SIA of any Product, nor the payment by SIA for any Product, shall constitute acceptance by SIA of any Product, or limit or prejudice the right of SIA to enforce or exercise any right or remedy which SIA may have, or relieve the Supplier of any of its obligations or liabilities.
	<ul style="list-style-type: none"> ii accept such Products subject to a reduction (as determined by SIA in its sole and absolute discretion) to the Charges payable for such Products on account of the relevant defect or deficiency; or iii accept such Products subject to the Supplier rectifying the relevant defect or deficiency (at its own cost) within a period specified by SIA in its sole and absolute discretion. 		
6.4	In the event SIA elects in the terms of paragraph 6.3 of this Schedule 2 (<i>Supply of Products</i>) to reject any Non-Conforming Product:		
6.4.1	the Supplier shall indemnify SIA on demand for the cost of any checks and/or analysis performed by or on behalf of SIA and other Claims incurred by SIA in relation to the Non-Conforming Product;		
6.4.2	notwithstanding paragraph 5.1 of this Schedule 2 (<i>Supply of Products</i>), SIA shall thereupon hold the Non-Conforming Product at the Supplier's risk, and the Supplier shall immediately, at its own cost and expense, collect the Non-Conforming Product from SIA's premises. In addition, the following terms shall apply: <ul style="list-style-type: none"> i SIA shall in no event be required to bear any cost arising from the subsequent storage or disposal of the Non-Conforming Product; and ii if the Supplier fails to collect the Non-Conforming Product within 30 days from the date of the notice referred to in paragraph 6.3 of this Schedule 2 (<i>Supply of Products</i>), SIA shall be entitled to remove the Non-Conforming Product from its premises and dispose of the Non-Conforming Product, and charge the costs of such removal and disposal to the Supplier; 		
6.4.3	SIA may, at its discretion, elect to either: <ul style="list-style-type: none"> i require the Supplier to replace the Non-Conforming Product at no additional charge to SIA, in which case the Supplier shall, within such period as SIA may specify, deliver a replacement Product (which conforms to all the warranties set out in paragraphs 6.1 and 6.2 of Schedule 2 (<i>Supply of Products</i>)) to SIA at such location as SIA may specify; or ii treat such event as a failure by the Supplier to deliver the Products under a Purchase Order in accordance with paragraph 4.2 of this Schedule 2 (<i>Supply of Products</i>), in which case: <ul style="list-style-type: none"> a SIA may withhold any payment due to the Supplier for the Non-Conforming Product, or, if payment has already been made, require the Supplier to refund to SIA the total amount paid to the Supplier for such Non-Conforming Product; and b paragraphs 4.3 and 4.4 of this Schedule 2 (<i>Supply of Products</i>) shall apply in respect of such failure; and 		
6.4.4	if SIA elects in the terms of paragraph 6.4.3i of this Schedule 2 (<i>Supply of Products</i>), and the Supplier fails to deliver to SIA a replacement Product in accordance with such paragraph for any reason, the Supplier shall pay to SIA as liquidated damages, and SIA may recover as a debt due and payable from the Supplier, an amount computed in accordance with the formula specified in paragraph 4.3 of this Schedule 2 (<i>Supply of Products</i>) for the period between the date on which such replacement Product was required to be delivered to SIA and the date on which such replacement Product is actually delivered to SIA.		



**Schedule 3.
Supply of Services**

1 General

- 1.1 During the Term, the Supplier shall provide the Services for the benefit of SIA, subject to and in accordance with the terms of the Agreement and, where applicable, any Purchase Order given by SIA to the Supplier.
- 1.2 SIA may from time to time request that the Supplier provide to and perform for the benefit of SIA, services in addition to the Services. The Supplier will use its best endeavours to accommodate SIA's request and shall discuss in good faith and agree with SIA the terms and conditions for the provision and performance of such services.
- 1.3 The Supplier shall provide and perform the Services:
- 1.3.1 with all due skill, care and diligence, in a workmanlike manner, expeditiously and without delay or interruption;
- 1.3.2 in accordance with the Specifications of such Services and all other requirements set out in the relevant Purchase Order, all applicable Laws and other recognised professional standards and instructions, requirements, rules, regulations and procedures which may be prescribed by SIA from time to time; and
- 1.3.3 in accordance with the terms of the Agreement.
- 1.4 Despite any provision of the Agreement, the Supplier shall be solely responsible for:
- 1.4.1 procuring and providing all supervision, labour, transport, tools, equipment, supplies, plant, materials, consumables and facilities, which may be necessary or desirable for the due and proper performance and completion of the Services (or incidental to the Services);
- 1.4.2 the adequacy, stability, security, safety and hygiene standards in carrying out its business operations and the provision of the Services; and
- 1.4.3 the due and proper performance of the Services and all of its operations and activities in connection therewith, in accordance with all the requirements set out in the Agreement.
- 1.5 The Supplier shall at all times have full regard for the safety of all persons and take all precautions as may be required to avoid any danger, injury or harm to persons or property.
- 1.6 There shall be no minimum commitment as to the Services that will be consumed or utilised by SIA, nor the amount of revenue that may be generated by the Supplier through the provision of the Services under the Agreement.

2 Service Levels

- 2.1 The Supplier shall perform and complete each Service in a manner that meets or exceeds the best industry and professional standards and practices in respect of each such Service.

3 Non-Conforming Services

- 3.1 If any of the Services required to be provided by the Supplier under the Agreement is not performed in accordance with the Agreement (including in the event of any delay, interruption or failure in the provision of a Service) (**Non-Conforming Services**):
- 3.1.1 SIA may engage other persons to provide and complete such Non-Conforming Services, by such means and in such manner as SIA may consider appropriate in the circumstances;
- 3.1.2 the Supplier shall work and cooperate fully with such other persons engaged;
- 3.1.3 SIA may withhold any payment due to the Supplier for the Non-Conforming Services, or, if payment has already been made, require the Supplier to refund to SIA the total amount paid to the Supplier for such Non-Conforming Services (or the relevant portion thereof, as determined by SIA in its sole and absolute discretion);
- 3.1.4 other than where liquidated damages are already payable in respect of the relevant Non-Conforming Service under paragraph 3 of this Schedule 3 (*Supply of Services*), the Supplier shall pay SIA as liquidated damages, and SIA may

recover as a debt due and payable from the Supplier, an amount equal to the amount of Claims incurred by SIA in connection with any engagement referred to in paragraph 3.1.1 of this Schedule 3 (*Supply of Services*);

- 3.1.5 the Supplier shall, within 48 hours after such event, submit to SIA a detailed report setting out, at a minimum:
- i the circumstances leading to and surrounding the relevant event;
 - ii the steps that the Supplier has taken and/or is taking to resolve or mitigate the effects of such event; and
 - iii any other details relevant to such event;
- 3.1.6 SIA may take such steps as SIA may in its sole discretion consider appropriate in connection with such event, including making any media release, announcement or other communication as SIA deems fit; and
- 3.1.7 the Supplier shall cooperate in good faith with SIA in relation to any step taken by SIA pursuant to paragraph 3.1.6 of this Schedule 3 (*Supply of Services*).

4 Service Warranties

4.1 The Supplier undertakes, represents and warrants to SIA that:

- 4.1.1 the Supplier possesses, and shall continue to possess for the duration of the Term, all expertise, resources, knowledge and skills required for the due and proper performance of the Services;
- 4.1.2 the Services are supplied with the degree of care, skill and diligence that would be expected of a skilled professional experienced in providing the same or similar services;
- 4.1.3 the Services comply with all reasonable directions of SIA;
- 4.1.4 each of the Supplier's Personnel is competent, properly qualified, of good character and possesses the relevant expertise, resources, knowledge and skills;
- 4.1.5 none of the Supplier's Personnel shall at any time be an illegal foreign worker, where 'illegal foreign worker' refers to a foreign worker who:
- i has not lawfully entered the relevant jurisdiction in compliance with, or remains in the relevant jurisdiction in contravention of, applicable Law (including, in the case of Singapore, the Immigration Act 1959 and/or the Employment of Foreign Manpower Act 1990); and/or
 - ii is employed without a valid work pass in the relevant jurisdiction, in contravention of applicable Law (including, in the case of Singapore, the Employment of Foreign Manpower Act 1990);
- 4.1.6 the Supplier's engagement of each of the Supplier's Personnel shall not be in contravention of any applicable Law (including any laws prohibiting the practice of child labour, as well as laws regulating the employment of children and young persons (such as, in the case of Singapore, the Employment Act 1968 and the Employment (Children and Young Persons) Regulations));
- 4.1.7 the Supplier shall, as and when directed by SIA, replace any of the Supplier's Personnel with such other person as is acceptable to SIA, or remove any of the Supplier's Personnel from the provision of the Services;
- 4.1.8 the Supplier shall as and when directed by SIA provide SIA with such information regarding any of the Supplier's Personnel as SIA may require;
- 4.1.9 the Supplier shall ensure that each of the Supplier's Personnel shall at all times during the Term comply with all (and shall not infringe any):
- i applicable Laws; and
 - ii safety and security rules and regulations that SIA may prescribe from time to time;
- 4.1.10 the Services (and the provision of the Services by the Supplier) do not and will not constitute an infringement of any Intellectual Property Right of any person; and

TERMS AND CONDITIONS OF PURCHASE ORDER



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- 4.1.11 it has not received notice of, and is not otherwise aware of, any Claim in respect of any Intellectual Property Right in relation to any Service anywhere in the world.
- 4.2 SIA shall not at any time be regarded as the employer of any of the Supplier's Personnel and shall not be required to provide any benefit or pay any salary, remuneration, money, cost, expense and/or medical, maternity and/or retirement benefit to any of the Supplier's Personnel.
- 4.3 Without prejudice to any of SIA's other rights and remedies, if the Supplier is in breach of paragraphs 4.1.5 and/or 4.1.6 of this Schedule 3 (*Supply of Services*), SIA may:
- 4.3.1 withhold payment of up to 2 months of Charges (or such other amount as may be specified in the Agreement) until the breach is remedied (following which SIA shall pay such Charges to the Supplier, less the amount of any Claim which SIA may suffer or incur as a result of such breach); and/or
- 4.3.2 impose such other measures as SIA may consider appropriate, such as debarring or disqualifying the Supplier from future tenders issued by any Singapore Airlines Entity.