

Last Revised: 12 April 2022

GENERAL TERMS AND CONDITIONS FOR PURCHASE

Singapore Aero Support Services is hereinafter called "SASS"; the person, firm or company undertaking the supply of aircraft parts/goods and services is hereinafter called the "Contractor"

1. ACCEPTANCE OF ORDER AND CHANGES

- 1.1 The Contractor shall sign and return the acknowledgement copy to the above-mentioned address.
- 1.2 No change or modification of order or any of its terms and conditions shall be binding upon SASS unless expressly agreed to in writing by SASS.

2. SUPPLIER'S CODE OF CONDUCT

- 2.1 The Contractor represents and warrants that it is in compliance with SIA Engineering Company's Supplier's Code of Conduct ("SCOC") and will remain in compliance with the SCOC (as may be updated from time to time) during the term of this Contract. All costs relating to the Contractor's compliance with the SCOC shall be borne solely by the Contractor. The latest version of the SCOC is available at <https://www.siaec.com.sg/suppliers.html>.
- 2.2 Subject to SASS giving seven (7) days' written notice of its intention to do so, SASS shall have the right to audit the Contractor at any time to ensure the Contractor's compliance with the SCOC.
- 2.3 SASS shall have the right to terminate this Contract without prejudice to any of its other rights and remedies if the Contractor breaches this clause 2.

3. ITEM REQUIREMENTS

- 3.1 Items/ equipment supplied should come supplied with (where applicable):
 - Original Equipment Manufacturer's Certificate of Conformance
 - Calibration Certificate accredited to ISO17025, ILAC or equivalent.
 - Applicable Warranty Period.
 - Applicable Warranty for design related obsolescence for a period of 24 months.
 - Kindly provide the date of production and end of support date.
 - NO PMA / Counterfeit part is allowed in the supplied unit.

4. COST AND DELIVERY

- 4.1 The Contractor shall confirm cost and delivery details when acknowledging the order. Unless otherwise specified and without prejudice to clause 13 (indemnity and insurance), costs and delivery shall be FOB the Contractor's facility.

- 4.2 Should there be any change in unit price, unit of measure, part number or quantity supplied, the Contractor shall inform SASS before making delivery.
- 4.3 Where applicable, the Contractor shall indicate Standard Pack, Minimum Order Quantity, Minimum Charge or Price Breaks.
- 4.4 Shipment of partial quantity is also acceptable. The Contractor shall however inform SASS on the delivery details for the balance.

5. PACKING

- 5.1 All packing shall be at the Contractor's expense.
- 5.2 All aircraft parts/goods must be packed in accordance with ATA Spec 300.
- 5.3 Three copies each packing list and invoice shall be put on the outside of package and two (2) copies each shall be put inside the package.
- 5.3 SASS's Order Number must be shown on all packages and delivery documents.

6. MODIFICATION AND CHANGES IN SPECIFICATION

- 6.1 The Contractor must inform SASS in the event that any aircraft parts/goods, the subject of this order, are affected by changes in drawings, designs or specifications or by changes impending at the time of receipt by the Contractor of this order. The Contractor should not without the written approval of SASS incorporate such changes in this order.

7. SEA SHIPMENT

- 7.1 If sea shipment is used for the delivery of aircraft parts/goods, the following documents shall be forwarded to the above-mentioned address by registered post or courier service before the arrival of the vessel in Singapore:
 - i. Bill of Lading - 3 copies original
 - ii. Commercial invoice - 3 Copies
 - iii. Delivery Note - 3 Copies

8. CERTIFICATION & AUDIT

- 8.1 All aircraft parts must be sent together with an Authorised Release Certificate, either:
 - i. FAA Form 8130-3;
 - ii. EASA Form 1 ; or
 - iii. Civil Aviation Authority of Singapore CAAS(AW)95 / CAAS(AW)96.
- 8.2 For standard parts - Release Certificate or Certificate of Conformance issued by original equipment manufacturers is required.
- 8.3 For fabric materials - Flammability Test Report is required.

- 8.4 For new engine - Certificate of Airworthiness FAA Form 8130-4 is required.
- 8.5 The Contractor will permit SASS and/or any Airworthiness authorities, including but not limited to the Federal Aviation Authority, the Civil Aviation Authority of Singapore, the European Aviation Safety Agency and/or the Chinese Civil Aviation Authority to at any time visit, perform audits, carry out inspection and/or observe the performance of the Contractor's work ("Audit") in the Contractor's (including its sub-contractor's) facilities, wherever located. Where Contractor performs any work in SASS's facilities, the Contractor will also at all times assist and co-operate with SASS in relation to any audit SASS and/or the Airworthiness authorities performs.

9. OTHER REQUIREMENTS FOR PURCHASE

- 9.1 All aircraft parts/goods with shelf life must have 75% or 6 months of shelf life available on date of delivery ex-FOB point. Packing list should state full shelf life and date of manufacture of each item. Please indicate if shelf life is indefinite. Certain items are subject to Part 1 Section IV of IATA restricted articles regulations, e.g. flammables, corrosives, poisons, etc. The contractor comply with the regulations.
- 9.2 The aircraft parts/goods covered by this order are subject to flame/flash resistance testing in accordance with FAA, EASA or CAAS Airworthiness requirements.
- 9.3 Shipment of all sheet metals, metal tubings and bars, except stainless steel, must be protected by lubricating inhibitor. Wax paper or vapour phase inhibitors (VPI) paper should be inserted between every sheet to prevent scratches/damages, e.g. bending and and folding and corrosion. Likewise, all stainless steel must be well protected to prevent scratches/damages, e.g. bending and folding.
- 9.4 All explosives must be packed and labelled in accordance with IATA regulations. The "RESTRICTED ARTICLE STATEMENT" must be conspicuously displayed on every package. As the importation of explosives is subject to prior approval by the Singapore Government before such materials can be brought into Singapore, please inform SASS of the Air Waybill and scheduled flight number at least four (4) days in advance and await further instructions, if any, before making the actual shipment.
- 9.5 The importation of toxic items and chemicals into Singapore is subject to approval by the Ministry of Health, Singapore. Please provide chemical composition to SASS for declaration to the Ministry prior to shipment of such items. In addition, the Contractor must also indicate the chemical composition on all shipping documents.
- 9.6 All electro-static sensitive aircraft parts/goods must be individually packed to avoid discharge during handling. The aircraft parts/goods will be rejected upon receipt if the packing requirement is not complied with.
- 9.7 SASS does not accept PMA (Parts Manufacturer Approval) parts and DER (Designated Engineering Representative) approved repairs. In the event that the parts/goods supplied are found to be discrepant or do not conform to the requirements listed in Clause 9 all

charges incurred for the resolution of the discrepancy shall be at the vendor's expense without prejudice to the rights of SASS to hold the vendor liable for damages.

10. PART ACCEPTANCE

- 10.1 The aircraft parts/goods, the subject of this order, will be subject to final inspection and acceptance by SASS upon receipt. Any aircraft parts/goods which do not comply with this order or which contain defective material or workmanship will be rejected by SASS. All rejected aircraft parts/goods including oversupply and duplicate shipments will be returned to the Contractor at the Contractor's expense.
- 10.2 Freight charges incurred to and from the Contractor's facilities for aircraft parts/goods returned due to discrepancies will be recharged to the Contractor.

11. WARRANTY

- 11.1 The contractor warrants that the Equipment supplied, delivered, installed, tested and commissioned i) fully conforms to all specifications, drawings, description, samples including all of SASS's technical specifications ii) have no PMA parts installed iii) is suitable for the use for which it is intended and is free from any defects whatsoever arising out of faulty design, faulty and inferior material, workmanship or any other cause.
- 11.2 In the event of failure of any material supplied by a third party to the Contractor, the full benefit of any warranties thereof provided by the third party supplier and enjoyed by Contractor shall be provided to SASS including (at the option of SASS) assignment of rights of action against the third party supplier or the enforcement of the claim by the Contractor on behalf of SASS in both cases for the interests and benefit of SASS.
- 11.3 In the event that SASS wishes to rectify any defect under the warranty provided in this Clause 11 herein, SASS shall notify the Contractor and they shall rectify the said defect within seven (7) days of such defect being discovered. In the event the Contractor fails to rectify the defect within the stipulated seven (7) days, SASS may arrange for rectification work with all costs and expenses (including labour and material costs) incurred by SASS in rectifying such defects to be reimbursed by the Contractor to SASS.
- 11.4 The Contractor will arrange for transportation of the defective item to and from the location where the repair will be carried out, at its own risk and expense.
- 11.5 Any warranty period shall be extended by the number of days the Equipment is immobilized, not functioning or incapable of performing its full functions due to technical defects, design defects, material or component failure and poor workmanship.
- 11.6 Notwithstanding the expiry of any warranty period provided by a third party to the Contractor if the Equipment fails after the warranty period and such failure is due to a hidden defect, technical flaw, poor engineering design or inferior structural integrity, as solely determined by SASS, the Contractor shall undertake to repair the Equipment or replace any part thereof at its own cost.

12. TERMINATION

- 12.1 SASS may terminate the order or any part(s) thereof with one month's written notice and SASS shall not be liable for any consequences thereof.
- 12.2 However, if the Contractor fails to make delivery of any aircraft parts/goods and services within the specified lead time, SASS reserves the right to terminate the order or any part(s) thereof without notice and SASS shall not be liable for any loss or damage suffered by the Contractor in consequence thereof provided that nothing herein contained shall prejudice any other rights SASS may have against the Contractor for any loss or damage due to failure of delivery.

13. INDEMNITY AND INSURANCE

- 13.1 The Contractor shall be liable for and shall indemnify SASS, its servants and agents against any damage, expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person whomsoever and/or any loss or damage to any kind of any property real or personal, (including any property of SASS other than the aircraft parts/goods delivered hereunder) insofar as such injury or damage arises out of or in the course of or by reason of the performance of this order including without exception that which may arise out of or in connection with the handling of SASS's aircraft parts/goods while in possession, custody or control of the Contractor, its servants and agents.
- 13.2 SASS does not require the Contractor to insure SASS's interest in any aircraft parts/goods shipped pursuant to this order and will not reimburse the Contractor on any premium paid in respect of each insurance, if effected.

14. INVOICING AND PAYMENT

- 14.1 Payment shall be on an open account basis.
- 14.2 For any payment purposes, the Contractor shall send three (3) copies of invoice to the abovementioned address. SASS's Order Number must be indicated on all invoices.
- 14.3 Freight costs for all direct shipments should be prepaid by the Contractor and billed to SASS in the Contractor's invoice. Supporting documents for prepaid freight should also be enclosed.
- 14.4 The Contractor agrees and acknowledges that invoice(s) issued by the Contractor must be received by SASS within thirty (30) days from the date of the provision of goods and/or services to SASS. The Contractor further agrees and acknowledges that if within the said thirty (30) days i) the Contractor fails to issue such invoice; or (ii) if such invoice is not received by SASS, the Contractor shall be deemed to have waived all its rights (including at law and under this PO) to payment for the provision of such goods and/or services and the Contractor shall not make any claim against SASS for such payment.

15. ADVERTISING

- 15.1 The Contractor shall not, without the written consent of SASS, advertise or announce that aircraft parts/goods and services have been supplied in pursuance of this order.

16. APPLICATION AND INTERPRETATION

- 16.1 In the event of any differences between the General Terms and Conditions For Purchase and any existing General Terms Agreements (GTA) between SASS and the Contractor, the terms and conditions of the existing GTA shall prevail.

17. ANTI-BRIBERY CLAUSES:

- 17.1 Contractor represents and warrants that it is in compliance with all laws of those countries in which it operates, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Contract. Contractor 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 (i) improperly influence any act, decision or failure to act by that official or person, (ii) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (iii) secure any improper advantage.
- 17.2 Contractor agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to SASS. If, after consultation by all Parties to the Contract, any concern cannot be resolved in the good faith and reasonable judgment of SASS, then SASS, on written notice to the Contractor, may withdraw from or terminate this Contract.
- 17.3 SASS shall have the right to terminate this Agreement if Contractor breaches this, or any other representation, warranty or undertaking set forth in this Contract.

18. PERSONAL DATA PROTECTION

- 18.1 Contractor shall, in its collection, processing, disclosure or other use of any information or data relating to an identified or identifiable individual (collectively, the "Data"), for any purpose arising out of or in connection with the Agreement, adhere to the requirements under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore). Without prejudice to the generality of the foregoing, contractor shall, where required and in the manner required by any applicable laws or legal requirements("Law"): (a) use Data only for purposes which would be considered appropriate by a reasonable person in the circumstances and only after notifying or obtaining the consent of individual to whom the Data relates ("Subject Individual"); (b) provide Subject Individuals with access to their Data and the ability to correct such Data upon request; (c) use reasonable efforts to ensure the accuracy of Data; (d) institute reasonable security arrangements to protect the Data; (e) securely destroy the Data where it is no longer required; and (f) transfer Data outside Singapore only as prescribed by Law. In respect of any Data provided to contractor by SASS, Contractor shall return or destroy the Data forthwith upon being required by SASS or immediately without request upon the expiry or termination of the Agreement.

18.2 Notwithstanding the termination or expiry of the Agreement, Contractor shall be liable for and keep SASS fully indemnified against all damage, losses, costs, legal fees (solicitor-client basis), penalties and proceedings, including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority, arising out of or in connection with an act or omission of Contractor or any of its officers, employees, advisors, agents and representatives in contravention of Clause 18.1 above.

19. CONFIDENTIALITY

19.1 Contractor shall treat as strictly confidential and not use or disclose the terms of this Agreement and any information, data including but not limited to technical or strategic data, business processes, documentation of or relating to SASS pertaining to this Agreement or obtained in consequence of this Agreement or performance thereof, other than to its employees, and if appropriate, subcontractors and third parties on a need to know basis ("Authorized Recipients") unless such disclosure is necessary to obtain professional advice on this Agreement or may be required under law. For the avoidance of doubt, the Contractor shall assume full liability for any breaches of its obligations herein by the Authorized Recipients.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 This Terms and Conditions for Purchase is governed by the laws of the Republic of Singapore. A person who is not a party hereto shall have no rights pursuant to the Contracts (Rights of Third Parties Act) (Cap 53B Rev Ed 2002) to enforce any of the terms hereof.

20.2 The Parties will, in good faith, use every effort to resolve promptly any dispute or claim concerning the tender or any issue arising, whether directly or indirectly, therefrom (hereinafter referred to as a "Dispute").

20.3 Any Dispute which has not been resolved promptly through negotiation, will be referred to mediation before a mediator to be agreed by the Tenderer and SASS, failing which to be appointed by the Chairman for the time being of the Singapore Mediation Centre. The Tenderer and SASS will participate in mediation in good faith and will abide by the terms of any settlement reached.

20.4 In the absence of settlement through negotiation or mediation, the Dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference to this Clause. The Tribunal shall consist of one (1) arbitrator. The arbitration shall be conducted in English.

21. ADVANCE PAYMENT

21.1 Where an advance payment is made to the Contractor:
i. The Contractor is to fulfil the terms and conditions of this order, failing which the contractor is to return the advance payment to SASS within 30 days upon request.

ii. Notwithstanding clause 20, SASS reserve the right to claim against the Contractor any losses, damages, costs, expenses as otherwise sustained by SASS in the event of the Contractor failing to fulfil the terms and conditions of this order.

22. WITHHOLDING TAX

22.1 Please state in your quotation if your company is agreeable to SASS making payments net of any applicable withholding tax.

- If Agreeable: The payments of the net amount after deduction for withholding tax shall, for the purpose of our order, constitute full settlement of the sum due and owing under the relevant invoice(s).
- If Not Agreeable: SASS shall not withhold any tax, for the purpose of our order, and full settlement of the sum due and owing under the relevant invoice(s) shall be made.

22.2 Failure in reply may result in disqualification of your quotation.

22.3 In the event that any payment to be made by SASS in respect of any invoice issued by the Contractor under this order be subject by applicable laws to withholding tax, such payment or amount shall be made to the Contractor by SASS net of taxes at the prevailing rate prescribed by the relevant domestic or foreign taxing authority, instrumentality or agency ("Tax Authority").

22.4 The Contractor and SASS further agree that the payment of the net amount to the Contractor in accordance with the above after the deduction or withholding shall, for the purposes of the invoice, constitute full settlement of the sum due and owing under the relevant invoice. SASS shall, upon the written request from the Contractor furnish necessary evidence of the payment of the said withholding tax to the Tax Authority.

22.5 The Inland Revenue Authority of Singapore (IRAS) requires Singapore Aero Support Services (SASS) to withhold tax from non-resident person/company for payments of the following nature:

- Services performed in Singapore including consultancy, repair, retainer, or entertainment services etc.
- Rent of movable property e.g. loan/lease of tooling, equipment, or spares
- Royalties, know-how fees, and copyrights.
- Interest on late payments on overdue accounts

22.6 Kindly refer to the IRAS website: <https://www.iras.gov.sg/IRASHome/Other-Taxes/Withholdingtax/Non-resident-companies/Withholding-Tax-Rates/> for the applicable withholding tax rates.

23. WITHHOLDING TAX (WHERE SASS ACTS AS AGENT)

23.1 In the event that there is a loan transaction between SASS's customer (the "Customer") and the Contractor in relation to certain aircraft, SASS is instructed and authorized by the Customer to act as agent of the Customer to facilitate the loan transaction.

- 23.2 Should any payment to be made by SASS on behalf of the Customer in respect of any invoice issued by the Contractor under this order be subject by applicable laws to withholding tax, such payment or amount shall be made to the Contractor by SASS on behalf of the Customer net of taxes at the prevailing rate prescribed by the relevant domestic or foreign taxing authority, instrumentality or agency ("Tax Authority").
- 23.3 The Contractor and SASS further agree that the payment of the net amount to the Contractor in accordance with the above after the deduction or withholding shall, for the purposes of the invoice, constitute full settlement of the sum due and owing under the relevant invoice. SASS shall, upon the written request from the Contractor furnish necessary evidence of the payment by SASS as an agent of the Customer of the said withholding tax to the Tax Authority.

24. COMPLIANCE WITH COMPETITION LAWS

- 24.1 The Contractor represents and warrants that it is in compliance with all competition laws applicable to this order including without limitation the Competition Act (Cap. 50B).
- 24.2 The Contractor shall indemnify, defend and hold harmless SASS from and against any and all losses, damages, claims, expenses, fines and penalties arising out of the Contractor's breach of the representations, warranties or undertakings in this clause.