

## **PART B**

**THIS SECTION APPLIES TO AND GOVERNS THE PURCHASE OF GOODS AND SERVICES BY THE FOLLOWING COMPANIES, VIZ:**

**ST ENGINEERING AEROSPACE SERVICES COMPANY PTE. LTD.  
ST ENGINEERING AEROSPACE SYSTEMS PTE. LTD.  
ST ENGINEERING AEROSPACE ENGINES PTE. LTD.  
ST ENGINEERING AEROSPACE LTD.  
ST ENGINEERING AEROSPACE SEATS PTE. LTD.  
ST ENGINEERING AEROSPACE PRECISION PRODUCTS PTE. LTD.  
ST ENGINEERING AEROSPACE RESOURCES PTE. LTD.  
ST ENGINEERING DEFENCE AVIATION SERVICES PTE. LTD.  
PACIFIC FLIGHT SERVICES PTE. LTD.**

**TO THE EXTENT INDICATED BELOW, THIS SECTION SUPPLEMENTS AND AMENDS PART A OF THE GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES, AND FORMS PART OF THESE GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES.**

### **1 DEFINITIONS**

“AIRWORTHINESS AUTHORITY” MEANS THE AIRWORTHINESS AUTHORITY TO WHOSE AUTHORITY BUYER OR ITS CUSTOMER’S OPERATIONS ARE SUBJECT TO.

“SERVICEABLE” MEANS A GOOD WHICH FULFILS THE OPERATIONAL PURPOSE FOR WHICH IT WAS INITIALLY DESIGNED FOR AND WHICH SHALL BE CERTIFIED IN ACCORDANCE WITH ANY RELEVANT MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS IN ACCORDANCE WITH THE RELEVANT MAINTENANCE MANUAL AND REQUIREMENTS OF A RELEVANT AIRWORTHINESS AUTHORITY, AS THE CASE MAY BE.

### **2 QUALITY, STANDARD AND DESCRIPTION:**

THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE DIRECTIVES OF THE RELEVANT AIRWORTHINESS AUTHORITY, AS MAY BE APPLICABLE. IN ADDITION, THE SELLER SHALL MAINTAIN A CERTIFICATE OF APPROVAL FOR THE SERVICES ISSUED BY THE AIRWORTHINESS AUTHORITY AT ALL TIMES DURING THE PERIOD OF THE CONTRACT.

### **3 INSURANCE**

THE SELLER SHALL HAVE IN EFFECT AND MAINTAIN, AT ITS EXPENSE, THE FOLLOWING INSURANCE:

- 3.1 AVIATION LIABILITY (INCLUDING BUT NOT LIMITED TO THIRD PARTY LEGAL LIABILITY, PRODUCTS LIABILITY AND WAR RISKS AND ALLIED PERILS LIABILITY (IN ACCORDANCE WITH LLOYD'S OF LONDON AVIATION CLAUSE AVN.52, OR ITS EQUIVALENT)) INSURANCE WITH COMBINED SINGLE LIMIT OF LIABILITY (BODILY INJURY/PROPERTY DAMAGE) OF NOT LESS THAN US\$50,000,000 PER OCCURRENCE AND IN THE AGGREGATE IN RESPECT OF PRODUCTS LIABILITY AND WAR RISKS AND ALLIED PERILS
- 3.2 PUBLIC LIABILITY – US\$5,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE;
- 3.3 COMPREHENSIVE AUTOMOBILE LIABILITY – BODILY INJURY/PROPERTY DAMAGE COVERING ALL VEHICLES USED IN CONNECTION WITH THE GOODS IN THE AMOUNT OF US\$1,000,000 COMBINED SINGLE LIMIT EACH OCCURRENCE.

#### 4 TERMINATION

IN EVENT THE BUYER TERMINATES THE CONTRACT PURSUANT TO CLAUSE 21(A)(VII), SUBJECT TO THE TERMS OF THE CONTRACT, THE SELLER MAY, WITHIN NINETY (90) DAYS AFTER THE EFFECTIVE DATE OF TERMINATION, SUBMIT A CLAIM TO THE BUYER REASONABLE CHARGES THAT THE SELLER CAN JUSTIFY TO THE SATISFACTION OF THE BUYER HAVE RESULTED FROM THE TERMINATION.